

MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

JUNE 16, 2000

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MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES
JUNE 16, 2000

The Indiana State University Board of Trustees met in regular session at 9:00 a.m. on Friday, June 16, 2000, in the State Room, Tirey Hall.

Trustees present: Dr. Benway, Mr. Bonds, Mr. Buttrey, Mr. Dooley, Mrs. House, Mr. Smith, Mr. Stelle, Mr. Wooden and Dr. Zietlow.

President Moore, Vice Presidents Quatroche, Schafer, Schultz, Wells and Interim Vice President Elsey were present. Also attending were Mr. William Crichfield, Chief Financial Officer and Treasurer, Mrs. Melony Sacopulos, General University Counsel, Dr. Peter Carino, Chairperson, University Faculty Senate, Ms. Wandell Gabey, Chairperson of the Support Staff Council and Ms. Ericka Madison, Vice President, Student Government Association.

There being a quorum present, Dr. Zietlow called the meeting to order at 9:05 a.m.

SECTION I

A. APPROVAL OF THE MINUTES (Dr. Zietlow)

On a motion by Mrs. House, seconded by Mr. Buttrey, the minutes of the April 28, 2000 meeting were approved as presented.

B. DATE OF ANNUAL MEETING (Dr. Zietlow)

The annual organizational meeting of the Board is scheduled on July 13-14, 2000.

Mr. Bonds reported that he will be unable to attend the July meeting.

Proposed meeting dates for the 2000-01 fiscal year are presented for information and scheduling purposes. Final approval will be requested at the July annual meeting.

Dr. Zietlow asked members of the Board to look over the list of proposed meeting dates for 2000-01, and to advise Mr. Schafer if there is a problem with any of the dates.

July 13-14, 2000	Annual Organizational Meeting
August, 2000	No Meeting
September 13-14, 2000	Board Retreat
September 15, 2000	Agenda Meeting
October, 2000	No Meeting
October 21, 2000	Homecoming

November 2-3, 2000	Agenda Meeting
December, 2000	No Meeting
December 16, 2000	Commencement
January 18-19, 2001	Agenda Meeting
February 15-16, 2001	Agenda Meeting
March, 2001	No Meeting
April 5-6, 2001	Agenda Meeting
May 5, 2001	Commencement
May 24-25, 2001	Agenda Meeting
June 21-22, 2001	Agenda Meeting
July 12-13, 2001	Annual Organizational Meeting

C. REPORT OF THE BOARD PRESIDENT (Dr. Zietlow)

Dr. Zietlow noted this is the last meeting for Trustees Buttrey and Stelle and also the last meeting for President Moore.

Dr. Zietlow expressed sincere thanks to Dr. Moore for bringing the University so far along in the last few years. It was a fine University before his arrival and it is even better now.

D. REPORT OF THE UNIVERSITY PRESIDENT (Dr. Moore)

Dr. Moore expressed his appreciation for the many expressions of kindness over the past several months.

NCA Visit

A draft copy of the NCA Report has been received from Richard Gowen, the NCA Site Team Chair. The process allows an opportunity to report any errors discovered concerning the report. As soon as the final report is received it will be made available to trustees.

New Degree Programs

The Indiana Commission for Higher Education last month approved a new bachelor degree program in liberal studies and the associate degree in speech pathology.

Enrollment

Enrollment for the fall is very positive. New undergraduate enrollment may be up by as much as 2-3 per cent. If that happens, it will be the fourth consecutive fall in which undergraduate enrollments have grown. Graduate enrollment seems to be a little behind projections. Transfer applications are up 36 per cent. Dr. Elsey reports that residence halls are full.

ISU Foundation

The ISU Foundation retreat was held on June 9-10. The Foundation Board heard a presentation on university development presented by Mr. Linderwood, Vice President for University Advancement at Kent State University. Fund raising plans and priorities were discussed with specific attention to the athletic campaign which is in the quiet phase now but will be in the public phase in the fall. It was a very productive and positive retreat.

President's Letter

The June 2000 President's Letter was distributed by Dr. Moore, and he noted it was his final report to the Board on the State of the University. He commented on his sense of pride in the institution. He praised the many people who work hard as members of administration, faculty and staff of the University. He expressed deep appreciation to the University community and Board for inviting Nancy and him to serve as the ninth President of Indiana State University. Dr. Moore expressed best wishes to Lloyd Benjamin and his wife.

Jones Medal

Dr. Moore presented the Jones Medal to Mr. Buttrey for his service to the presidency. Mr. Buttrey was unable to attend the banquet. Dr. Moore noted Dr. Landini created the Jones Medal to honor individuals who in his judgment were particularly helpful to him during his presidency in advancing the interests of the University. Two weeks ago at the Jones Medal Banquet several individuals, including Charlotte Zietlow and John Stelle, were recognized for the service provided to the University presidency.

E. REPORT OF THE UNIVERSITY FACULTY SENATE CHAIR (Dr. Carino)

Dr. Carino commented this will be the last meeting he will attend as the representative of the University Faculty Senate. Frank Bell will be next year's chair. He thanked the Board for the collegiality and the job it does. Dr. Carino also thanked President Moore one last time for all his work in the past seven years.

The University Faculty Senate has not met since the last Board meeting. Two items on the agenda are the revised grievance procedures and the proposal to establish a council of governance chairs. The first item is the result of two years of work started by the joint initiative of President Moore and then Senate Chair Harriet Hudson. The second item is in response to the NCA Accreditation Self-Study and the accreditation team's preliminary report, both of which suggested the need for more communication among the schools and College governance units and the University Faculty Senate.

He felt the Senate has had an active and successful year, passing the numerous action items in the Senate Annual Report which each trustee has received. These actions address matters ranging from curriculum to the funding of faculty and administrative travel and represent the diligent work of a large number of dedicated colleagues. Dr. Carno said he was thankful to have had the opportunity to represent the faculty to the Board both this year and last, and he wished the Board continued success in working with faculty governance.

F. REPORT OF THE STUDENT GOVERNMENT ASSOCIATION PRESIDENT
(Ms. Garing)

Ericka Madison reported that Kristin was unable to attend the meeting today. Ms. Madison reported SGA has successfully finished the budget process and is looking forward to getting started during the fall semester.

Petra Roter, the Student Government Association advisor, has taken a position at LaCrosse, Wisconsin, and her last day will be July 7.

G. REPORT OF THE SUPPORT STAFF COUNCIL CHAIRPERSON (Ms. Gabey)

Ms. Gabey reported that the Support Staff Council's annual general meeting was held on May 25, 2000. The purpose of the meeting was to inform all members of the support staff what the Council does. The Chair of each Council committee gave a brief description of the committee and what had been accomplished this year. One of the direct benefits that came from these reports was an increase in payroll deductions to the Support Staff Scholarship Fund. Feedback from the meeting was very positive. She thanked Vice President Schafer for providing the food for the event.

When the NCA team was on campus it was suggested the Support Staff present a list of concerns to the incoming president. Council officers recently met for lunch with Dr. Benjamin and gave him a list.

Ms. Gabey distributed a copy of the current Support Staff Newsletter. Council is working on a list of degrees and certifications held by members of the support staff.

Effective July 1 support staff who have received satisfactory performance evaluations will receive a salary increase. The pool of dollars allocated for this pay raise is the result of efforts by the administration to increase the support staff compensation pool in order to make our salaries more competitive. Ms. Gabey expressed appreciation for these efforts and hoped the plan would be continued so salaries will remain competitive. A formula was devised to distribute dollars in a manner that rewards years of service to the university as well as address the salaries of the lowest paid positions on campus.

Ms. Gabey on behalf of the support staff expressed best wishes to outgoing President John W. Moore and welcomed incoming President Lloyd W. Benjamin, III.

H. RECOGNITION OF SERVICE - DONALD W. BUTTREY (Dr. Zietlow)

Dr. Zietlow acknowledged the service of Mr. Buttrey to the Board of Trustees over the past eight years. She then read the following resolution and presented him with a framed copy.

Recommendation: Approval of the following Resolution in recognition of service to Indiana State University by Donald W. Buttrey, member of the Board of Trustees, 1992-2000.

WHEREAS, Donald W. Buttrey, has given distinguished service as a member of the Indiana State University Board of Trustees for the past eight years; and

WHEREAS, Mr. Buttrey has also exhibited exemplary leadership, during his tenure serving as Assistant Secretary of the Board of Trustees, 1995-1997, and as Vice President of the Board of Trustees, 1997- 2000, and has contributed to the advancement of the University; and

WHEREAS, his many contributions have been of especial value in the development and enhancement of the University during his term as a Trustee; and

WHEREAS, as an alumnus and Trustee he has been a loyal, faithful, and devoted steward of the University;

NOW, THEREFORE, BE IT RESOLVED, that the Indiana State University Board of Trustees expresses grateful recognition, high commendation, and sincere best wishes to Donald W. Buttrey, for his service to the Board and to the University.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the records of the minutes of the Indiana State University Board of Trustees and that a copy thereof be duly executed and transmitted to him.

The Resolution was approved by consensus of the Board.

I. RECOGNITION OF SERVICE - JOHN P. STELLE (Dr. Zietlow)

Dr. Zietlow thanked Judge Stelle for his service to the Board for the past eleven years. She read the following resolution and presented him with a framed copy.

Recommendation: Approval of the following Resolution in recognition of service to Indiana State University by John P. Stelle, member of the Board of Trustees, 1989-2000.

WHEREAS, Judge John P. Stelle, has given distinguished service as a member of the Indiana State University Board of Trustees for the past eleven years; and

WHEREAS, Judge Stelle has also exhibited exemplary leadership, during his tenure serving as President of the Board of Trustees, 1992-97, and has contributed to the advancement of the University; and

WHEREAS, his many contributions have been of especial value in the development and enhancement of the University during his term as a Trustee; and

WHEREAS, as an alumnus and Trustee he has been a loyal, faithful, and devoted steward of the University;

NOW, THEREFORE, BE IT RESOLVED, that the Indiana State University Board of Trustees expresses grateful recognition, high commendation, and sincere best wishes to John P. Stelle, for his service to the Board and to the University.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the records of the minutes of the Indiana State University Board of Trustees and that a copy thereof be duly executed and transmitted to him.

The Resolution was approved by consensus of the Board.

J. OPERATING BUDGETS, 2000-01 (Ms. Schultz)

Recommendation: Approval of the following operating budgets for the 2000-01 fiscal year:

Current Operating Budget	Exhibit A
Student Services Budget	Exhibit B
Auxiliary and Other Budgets	Exhibit C
Line Item Budgets	Exhibit D

Vice President Schultz reviewed each of the budgets.

Current Operating Budget

Mr. Buttrey emphasized that the support staff salary issue must continue to receive attention in future years.

On a motion by Mr. Buttrey, seconded by Mr. Bonds, Exhibit A was approved.

African American Cultural Center Budget

Mr. Bonds inquired whether the funds appropriated were adequate considering the seminar held on Thursday afternoon on diversity issues. Dr. Elsey responded this is not the only money that goes to that budget. Dr. Moore pointed out this is not the total allocated for diversity; additional funds are included in the Current Operating budget. Dr. Zietlow said there continues to be a concern regarding the diversity initiative, and the trustees are aware of this concern.

On a motion by Mr. Wooden, seconded by Mrs. House, Exhibit B was approved.

Athletics Budget

Mr. Wooden asked what guarantees meant. Andi Myers responded these are games for which ISU received a guaranteed payment and usually occur in football. Mr. Dooley inquired about the NCAA basketball tournament money. Ms. Myers responded that such are much less than the general people thinks. ISU will get about \$15-16,000 this year and that comes back through the Missouri Valley Conference.

On a motion by Mr. Stelle, seconded by Mrs. House, Exhibit C was approved.

Line Item Budgets

Mr. Dooley wondered in terms of appropriations amount what is the future of the Degree Link Program. Vice President Schultz commented that Degree Link seems to get support because of the increased enrollment. Dr. Zietlow noted this seems to be a very popular program for many legislators. Ms. Schultz said it is popular with the Governor and some legislators. Dr. Moore called attention to the increase in transfer students which he felt was a result of Degree Link. Mr. Buttrey noted these students

probably will not be traditional students and may require additional services similar to the First Year Experience.

On a motion by Mr. Buttrey, seconded Mrs. House, Exhibit D was approved.

K. BIENNIAL CAPITAL BUDGET REQUEST, 2001-03 (Ms. Schultz)

The Capital Improvement Budget Request for the 2001-03 biennium is to be submitted to the Indiana Commission for Higher Education and the State Budget Agency on or before June 15, 2000. Funds are requested in the following major categories:

Special Repair and Rehabilitation

Stalker Hall Renovation	\$4,500,000
Science Building Undergraduate Laboratory Renovation	\$5,000,000

<u>Land Acquisition</u>	\$ 500,000
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<u>General Repair and Rehabilitation and Infrastructure</u>	\$7,830,000
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Recommendation: Approval of the Biennial Capital Budget Request for 2001-03 as outlined above.

On a motion by Mr. Stelle, seconded by Mrs. House, the recommendation was approved.

L. INSURANCE ACADEMIC PROGRAM BUDGET, 2000-01 (Ms. Schultz)

Recommendation: Approval of the following 2000-01 insurance academic program budget.

	<u>1999-00</u>	<u>Increment</u>	<u>2000-01</u>
Income	\$68,133	\$4,790	\$72,923
<u>Budget</u>			
Compensation	\$38,833	\$1,167	\$40,000
Supplies and Expense	<u>29,300</u>	<u>3,623</u>	<u>32,923</u>
	\$68,133	\$4,790	\$72,923

Funding is provided from contributions to the ISU Foundation in support of the insurance academic program.

On a motion by Mr. Buttrey, seconded by Mr. Wooden, the recommendation was approved.

M. GONGAWARE CENTER BUDGET, 2000-01 (Ms. Schultz)

Recommendation: Approval of the following 2000-01 Gongaware Center budget.

	<u>1999-00</u>	<u>Increment</u>	<u>2000-01</u>
Income	\$159,318	\$25,194	\$184,512
<u>Budget</u>			
Compensation	\$129,708	\$ 4,444	\$134,152
Supplies and Expense	<u>29,610</u>	<u>20,750</u>	<u>50,360</u>
	\$159,318	\$25,194	\$184,512

Funding is provided from contributions to the ISU Foundation in support of the Gongaware Center.

On a motion by Mr. Buttrey, seconded by Mr. Wooden, the recommendation was approved.

N. UNIVERSITY POWER PLANT BONDS (Mr. Crichfield)

The 1999 Indiana General Assembly approved the expenditure of and related bonding authority under IC 20-12-6 for \$16,601,000. The ISU Board of Trustees on June 18, 1999 authorized the Treasurer to obtain interim financing to start construction of the project during October, 1999. The Treasurer obtained \$4.1M of bank qualified interim financing in November, 1999. Two preliminary meetings concerning the power plant financial plan have been held with Commission for Higher Education and the State Budget Committee staffs. The power plant bond issue will be known as Series J and could be marketed as either fixed or variable rate bonds depending upon market conditions at the time of sale.

Recommendation: Approval of the resolution (Exhibit E) allowing the President of the University and/or Treasurer of the Board of Trustees to submit and obtain the necessary state agency approvals for a financing plan and subsequently sell the Series J debt. (Documents referenced in Exhibit E, Sections 3 through 7 are available for review in a substantially final form.)

On a motion by Mr. Bonds, seconded by Dr. Benway, the recommendation was approved. Mr. Buttrey abstained from voting.

O. AGREEMENTS (Dr. Wells)

Recommendation: Approval of the following agreements:

1. Batesville High School, Batesville, Indiana

The purpose of this agreement is to provide driver education student internships with practical experience in an approved school corporation or commercial school. This is a standard agreement form. A copy of the standard agreement form is on file in the Office of the Secretary of the University.

2. Agency/School/Marriage and Family Therapy/Counseling Internships

Agreements have been reached with the following agencies to provide practicum experiences in counseling, counseling psychology and/or marriage and family therapy for students in the Agency/School/Marriage and Family Therapy/Counseling Psychology Graduate Program of the Department of Counseling. These are standard agreement forms. Copies of the standard agreement forms are on file in the Office of the Secretary of the University.

Department of the Air Force, Wright Patterson AFB, Ohio
Department of Veterans Affairs Medical Center, Battle Creek, Michigan
Hamilton Center, Inc., Brazil, Indiana
Illinois State University, Normal, Illinois
Indiana University Health Center, Bloomington, Indiana
University of Illinois at Urbana-Champaign, Champaign, Illinois
University of Manitoba Counseling Service, Winnipeg, Manitoba
University of Pennsylvania Counseling and Psychological Services,
Philadelphia, Pennsylvania

3. Nursing Agreements

Agreements have been reached with the following agencies to provide clinical experiences for nursing students. These are standard agreement forms. Copies of the standard agreement forms are on file in the Office of the Secretary of the University.

Alternative for Living and Learning Nursery, Terre Haute, Indiana
Vigo County Lifeline, Terre Haute, Indiana
Vigo County School Corporation, Terre Haute, Indiana

4. Columbus Regional Hospital, Columbus, Indiana

The purpose of this agreement is to provide internships in a hospital for students enrolled in the Department of Speech Pathology/Audiology. A copy of the agreement is presented in Exhibit F.

5. Clarian Health Partners, Inc., Indianapolis, Indiana

The purpose of this agreement is to provide internship opportunities for students enrolled in the Sport Studies/Exercise Science and Adult Fitness program. A copy of the agreement is presented in Exhibit G.

On a motion by Mr. Stelle, seconded by Mr. Bonds, the recommendation was approved.

P. COORDINATION AND COMMUNICATION AMONG THE UNIVERSITY FACULTY SENATE AND COLLEGE, SCHOOL AND LIBRARY GOVERNANCE BODIES (Dr. Wells)

The Faculty Senate (March 23, 2000, 29-1-1) and the Senate Executive Committee (March 14, 2000, 8-0-0) voted to adopt a proposal to promote coordination and communication among the University Faculty Senate and College, School and Library Governance Bodies as an addition to Section XIV, Constitution of the Faculty of Indiana State University, in the University Handbook. The Senate Executive Committee (including the Provost as an ex-officio member) on April 11, 2000, validated the University faculty vote of 44% as stipulated in the University Handbook. The Provost and President have reviewed and approved the recommendation.

Mr. Wooden asked if a student representative should be included in this council. Dr. Carino said he would include a friendly amendment to include a Student Government Association representative and asked about the Support Staff Council Chair. Mr. Schafer noted the Support Staff Council and the Student Government Association do not fall under the purview of the Faculty Senate.

Recommendation: Approval of the proposal to promote coordination and communication among the University Faculty Senate and College, School and Library Governance Bodies as presented in Exhibit H.

On a motion by Dr. Benway, seconded by Mrs. House, the recommendation was approved.

Q. DEPARTMENT OF LANGUAGES, LITERATURES, AND LINGUISTICS
(Dr. Wells)

The College of Arts and Sciences seeks and the University Faculty Senate and the Provost endorse approval of the following proposal:

1. Change the name of the Department of Foreign Languages and Literatures to the Department of Languages, Literatures, and Linguistics;
2. Transfer the following faculty members from the Department of English to the Department of Languages, Literatures, and Linguistics:

Leslie Barratt, Professor of Linguistics;
Cecil Nelson, Associate Professor of Linguistics;
Betty Phillips, Associate Professor of Linguistics;
Lewis Segó, from Associate Professor of English to Associate Professor of Linguistics

This proposal facilitates recently approved curricular changes to the undergraduate major and minor and the graduate program in linguistics.

Recommendation: Approval of the departmental name change and faculty reassignments.

On a motion by Mrs. House, seconded by Mr. Dooley, the recommendation was approved.

R. BARNES AND NOBLE BOOKSTORE AGREEMENT (Dr. Elsey)

In 1987, Indiana State University entered into an agreement with Barnes and Noble College Bookstores, Inc. to operate the on-campus bookstore. The contract was updated in 1991 when the Hulman Memorial Student Union Commons was constructed with space for a new bookstore. Barnes and Noble has continued to operate the bookstore under that revised contract. The original termination date of the contract was September 21, 1999, and because of the beginning of a new academic year the contract was extended through June 30, 2000.

A Bookstore Bid Advisory Committee of nine University representatives was formed in March 2000. This committee examined the issues surrounding a new bookstore contract was prepared and sent out a request for proposal (RFP) to several companies who submitted proposals. The committee studied the proposals and made a unanimous recommendation that the University enter into negotiations with Barnes and Noble.

Negotiations with Barnes & Noble personnel were held, and an agreement has been reached. That agreement is presented in Exhibit J.

Recommendation: Approval of the Agreement between Indiana State University and Barnes & Noble Bookstores, Inc. as presented in Exhibit J.

On a motion by Mr. Wooden, seconded by Mr. Stelle, the recommendation was approved.

S. UNIVERSITY CALENDAR 2002-03 (Mr. Schafer)

Recommendation: Approval of the university calendar for 2002-03, as presented in Exhibit K.

On a motion by Dr. Benway, seconded by Mr. Dooley, the recommendation was approved.

T. IN MEMORIAM (Mr. Schafer)

Dr. Victor H. Jones, Professor Emeritus of English, died on May 10, 2000. A resolution is presented in Exhibit L.

Recommendation: Acceptance of the resolution as presented in Exhibit L.

On a motion by Mr. Stelle, seconded by Mr. Buttrey, the recommendation was approved.

U. ISU/UNION HOSPITAL/IU MEMORANDUM OF UNDERSTANDING
(Mr. Schafer)

The memorandum of Understanding developed by the legal staffs for Indiana University, Union Hospital and Indiana State University covering the proposed construction, ownership and operation of a facility for health sciences on the Union Hospital campus is presented in Exhibit M.

Recommendation: Approval of the Memorandum of Understanding presented in Exhibit M.

On a motion by Mr. Buttrey, seconded by Mr. Wooden, the recommendation was approved.

(NOTE: Faculty Grievance Policy -- this item (Exhibit I) was tabled at the April meeting.)

On a motion by Mrs. House, seconded by Mr. Wooden, this item was removed from the table.

FACULTY GRIEVANCE POLICY (Dr. Wells)

In 1998, the Executive Committee of the University Faculty Senate approved an ad hoc committee to review policies and procedures for faculty grievances. The proposal has been approved and endorsed by the University Faculty Senate, Deans Council and has the support of the Provost and Vice President for Academic Affairs. In addition, consistent with the University Handbook requirement in Section 2, Article 1, Number 5, the proposal was approved by a majority of those faculty voting with a 44.5% participation rate of the eligible voting membership.

The revised faculty grievance policies and procedures to become effective immediately are presented in Exhibit I.

Recommendation: Approval of the Faculty Grievance Policy as presented in Exhibit I.

Ms. Sacopulos and Dr. Carino discussed changes proposed in the faculty grievance policy. Dr. Zietlow expressed concern that the University-wide faculty grievance policy may not be consistent with such policies in the schools and the College. Dr. Moore commented that such policies have not been approved at the Board level in the past. Dr. Moore assured the trustees those policies would be reviewed for consistency.

Dr. Benway felt the proposed grievance policy was unusual in that it lacked a time limit; also he inquired as to what is grievable and not grievable..

Dr. Zietlow felt the document was not a final product but was an improvement and should be reviewed over a period of time for further revision.

Mrs. House moved to amend the recommendation to include further study regarding establishing a time limit and what is grievable as well as a periodic review of the policy. Mr. Stelle seconded the motion. The motion passed unanimously.

Mr. Wooden moved to approve the amended recommendation. Mr. Buttrey seconded the motion. The amended recommendation was approved with Trustee Benway voting "no".

INDIANA STATE UNIVERSITY 2000-01 Budgets

The Current Operating, Student Services, Auxiliary and Other Operating Units, and Line Item summary budgets for 2000-01 are included in the following agenda exhibits. The key planning points related to each budget are described below:

CURRENT OPERATING BUDGET

Revenues

The Current Operating budget will grow from \$110,873,263 total, adjusted for the base technology appropriation, for 1999-00 to \$114,400,000 total for 2000-01, resulting in an overall 3.2% increase. The increase in revenue comes from a 2.8% increase in the state operating appropriation, a general student fee increase of 4.0% for both resident and non-resident students, and minor increases in other miscellaneous income items.

The additional 0.5% of the total state operating appropriation allocated for "technology" needs for the 1999-01 biennium is included in the total operating revenue. This amounts to \$523,263 for 2000-01. These funds have been used to increase salary levels for technology personnel as approved by the Board of Trustees in October of 1999.

The state appropriated \$535,767 for 2000-01 in base budget dollars in a separate line item for the Degree Link program. The appropriation and a portion of the related student fee income are budgeted in a separate cost center budget. The University serves as the fiscal agent for the South Central Educational Alliance, the Southeast Educational Services and the Indiana Institute on Recycling. Each of these three programs receives separate line item appropriations.

Expenditures

I. Compensation

- Average Salary Increase
 - Faculty 4.0%
Equity Study and Promotions 1.6%
 - Executive/Administrative/Professional 4.0%
Equity Study 1.5%
 - Support Staff 7.0%

In order to accomplish the above level of compensation increases for 2000-01 it was necessary to reallocate from existing base salary dollars approximately \$945,000. The reallocations were made as follows; faculty \$750,000, exec/admin/professional staff \$70,000 and support staff \$125,000. An additional \$250,000 was reallocated from base faculty lines to fund academic high-priority items bringing the total reallocation from base faculty salary budgets to \$1,000,000. The faculty reallocation was made by using 10.5 FTE of the total 59.5 FTE of available vacant faculty lines.

The Health Insurance budget requires a projected increase of 7.0% as compared to 10.0% for the previous year. The policy changes approved by the Board of Trustees effective January 1, 1999 continue to have a positive effect on health care claims. The 7.0% increase for the 2000-01 year will provide funding to build back reserves to the level recommended by the University's benefit consultants and cover anticipated growth in claims.

II. Student Aid

The recommended student aid budget for 2000-01 will total \$6,962,800 or 6.1% of the total current operating budget. The student aid budget consists of two components. The major portion (\$6,762,800) will be awarded as direct aid to students through a series of programs, such as Presidential Scholarships, Alumni Scholarships, state mandated fee remissions, graduate fee remissions, etc. The second portion (\$200,000) of the budget is the matching funds required for participation in federal student aid programs (FSEOG, Perkins Loan Program, and Upward Bound).

III. Other

The enrollment shortfall reserve of \$300,000 will be eliminated for the 2000-01 year due to increases in student enrollment during the last two fiscal years and expected increases for the coming year. Applications and acceptances for student admission continue to remain strong for the fall 2000 semester.

Some minor adjustments to the supplies and expense lines have also occurred. As previously mentioned, \$250,000 from reallocated base faculty salary lines is being used to fund high-priority academic initiatives such as the First-year experience project, Professional Development Schools, and the Indiana Department of Corrections program. Realignment of \$229,860 within overall University-wide utility budgets is also included to begin the process of providing increased funding for the natural gas fired power plant that will come on-line during the fall of 2001.

Library acquisitions remain a University priority with a 4.0% increase (\$72,600) to the 1999-00 base budget of \$1,813,760.

STUDENT SERVICES BUDGET

The Student Service budget allocates the portion of the student fee to operating units within the Designated and Auxiliary fund groups that support student activities and programs. The total Student Service budget for 2000-01 increased by \$240,000 or 3.7% from the previous year as a result of the student fee increase. The need for maintenance and repairs continues to be a significant priority for facilities funded through the Student Service budget.

AUXILIARY AND OTHER OPERATIONS

Auxiliaries are operated as independent, stand-alone units supporting students and the University in various capacities. Residential Life, for example, is the largest University auxiliary unit. Each of the auxiliary units receives outside revenues to support the operation and must use any increase in these revenues to offset the growth in the operating budgets. The key financial planning components for the Current Operating budget were also used in the preparation of the Auxiliary budgets, including the compensation criteria and projected enrollment growth.

DEGREE LINK

The state provided maintenance increases in the Degree Link line item appropriation for the 1999-01 biennium. The increase for 2000-01 brings the total appropriation to \$535,767. In addition, fee income of \$139,650 from the 1999-00 fiscal year is included in the 2000-01 budget.

LINE ITEM APPROPRIATIONS

Other line item appropriations received by the University include: South Central Educational Alliance, Southeast Educational Services, and the Indiana Institute on Recycling. The state appropriated \$296,878, \$786,475, and \$84,023, respectively for 2000-01. The University serves as the fiscal agent for each of these programs. In the case of South Central and Southeast the University is allowed overhead charges for the cost of administering these programs.

OTHER ALLOCATIONS

Additional one-time state funding approved for technology initiatives was appropriated to the Commission for Higher Education for distribution to the state universities over the 1999-01 biennium. The University's share of this funding is approximately \$2.3 million for 2000-01. Recommendations for the use of these funds will be made to the Board of Trustees after the beginning of the 2000-01 fiscal year.

**INDIANA STATE UNIVERSITY
FINANCIAL GUIDELINES FOR 2000-2001**

Budget Planning Strategy

1. Develop a budget within the framework of the strategic goals which balances projected revenues and opportunities and which allows the administration to prudently manage University resources. Deficit spending must be avoided at all levels of operation.
2. Allocate and reallocate resources across the University's primary program and support areas in a manner that enables the University to fulfill its educational mission, while also providing each Vice President the opportunity to become more operationally efficient and accountable.
3. Allocate sufficient resources to meet fixed-cost obligations.
4. University financial reserves should be maintained in a manner to provide the maximum flexibility while providing safety against unanticipated fluctuations in fixed-cost commitments, enrollment, and/or financial planning assumptions.

Student Fees – Student Aid

5. Maintain an affordable university education through a responsible student fee policy and a financial aid program responsive to recruitment initiatives, academic standards and student needs.
6. Enhance the University's student financial aid program for the purpose of reducing the financial burden of the students while also targeting the institution's competitive market position.

Staffing Plans

7. Approach retirements and resignations as an opportunity to allocate faculty and staff positions with the goal of ensuring the most effective, efficient, and equitable use of our human resources. Utilize technology to more efficiently provide students with administrative support services.
8. Utilize faculty positions, regular and temporary, in a manner that addresses high priority staffing needs of the academic program. Special emphasis will be placed on enhancing the first year student experience and student retention. Every effort should be made to maintain a favorable student-faculty ratio and appropriate mix of regular and temporary faculty so as to provide the optimal educational opportunity.

Compensation Plans

9. The primary use of new budget monies will be to provide a responsible and equitable compensation program for university employees within the resource parameters of the University and within the context of appropriate performance reviews.
10. An emphasis will be placed on compensating the faculty and staff who have a significant responsibility for computing and technology support through the special appropriation provided by the state.
11. The University is committed to providing employment security to its employees where possible.

New Activities or Initiatives

12. Proposals for new activities or initiatives should also include a plan or indicators to judge their success.
13. Invest in opportunities to utilize educational and telecommunication technology to enhance student learning, and prepare them for the 21st century, to increase teaching effectiveness, and scholarly productivity, and to make educational opportunity more accessible to students in off-campus locations.
14. Support activities intended to increase and diversify University resources, particularly from private gifts, grants, and contracts. Use these additional opportunities in a manner which accomplishes the stated purpose in the most effective, efficient and accountable manner possible.

INDIANA STATE UNIVERSITY
 KEY FINANCIAL PLANNING COMPONENTS

	<u>Budget 1999-00</u>	<u>Budget 2000-01</u>
<u>APPROXIMATE INCREASES</u>		
STATE OPERATING APPROPRIATION	2.7%	2.8%
STUDENT ACADEMIC FEES	3.0%	4.0%
TOTAL CURRENT OPERATING BUDGET	3.5%	3.2%
<u>STUDENT ACADEMIC FEE</u>		
A. Undergraduate semester Full-Time Resident	\$1,713	\$1,782
Additional Semester Non-Resident Fee	\$2,564	\$2,667
B. Graduate Resident Per Hour Fee	\$148	\$154
Additional Non-Resident Per Hour Fee	\$189	\$197
<u>BUDGETED ENROLLMENT</u>		
A. On-Campus (Fall Headcount)		
1. Undergraduate	8,800	8,830
2. Graduate	1,350	1,370
B. Off Campus Extension (Fall Headcount)		
1. Undergraduate	50	50
2. Graduate	200	200
C. Work Force Development (Fall Headcount)	400	450
Total Budgeted Enrollment	10,800	10,900
<u>STAFF COMPENSATION INCREASE</u>		
A. Faculty Salary	3.0%	4.0%
Equity Study and Promotions	1.0%	1.6%
B. Executive/Admin/Professional Salary	3.0%	4.0%
Equity Study		1.5%
C. Support Staff Salary	4.0%	7.0%
D. Health Insurance	10.0%	7.0%
<u>OTHER SIGNIFICANT BUDGET COMPONENTS</u>		
A. Enrollment Shortfall Reserve	(\$50,000)	(\$300,000)
B. Financial Aid	\$195,000	\$267,800
C. Library Acquisitions	\$70,000	\$72,600
D. Utility Realignment	\$150,481	\$229,860

INDIANA STATE UNIVERSITY
Current Operating Summary Budget

	1999-00 Budget	Increment	Recommended 2000-01 Budget	% Change
Source of Funds				
Operating Appropriation	\$74,062,189	\$2,066,792	\$76,128,981	2.8%
Technology Appropriation	\$523,263		\$523,263	0.0%
Fee Replacement	6,127,781	(384,963)	5,742,818	-6.3%
Sub Total State Appropriation	80,713,233	1,681,829	82,395,062	2.1%
Student Fees	27,016,851	1,426,343	28,443,194	5.3%
Other Fees, Income & Transfers	3,143,179	418,565	3,561,744	13.3%
Total Source of Funds	\$110,873,263	\$3,526,737	\$114,400,000	3.2%
Use of Funds				
Compensation				
Salaries and Wages	\$61,259,387	\$2,444,343	\$63,703,730	4.0%
Fringe Benefits	22,004,748	908,419	22,913,167	4.1%
Sub Total Compensation	83,264,135	3,352,762	86,616,897	4.0%
Departmental Supplies and Expenses				
Supplies and Related Expenses	9,329,841	(117,336)	9,212,505	-1.3%
Repairs and Maintenance	1,519,432	52,473	1,571,905	3.5%
Utilities and Related Expenses	5,117,600	229,860	5,347,460	4.5%
Other Committed Expenses	460,470	19,578	480,048	4.3%
Equipment and Other Capital				
Library Acquisitions	1,813,760	72,600	1,886,360	4.0%
Computer Equipment	757,000	(51,000)	706,000	-6.7%
Operating Equipment	1,616,025		1,616,025	0.0%
Sub Total Equipment	4,186,785	21,600	4,208,385	0.5%
Enrollment Reserve	300,000	(300,000)	0	-100.0%
Student Aid	6,695,000	267,800	6,962,800	4.0%
Total Use of Funds	\$110,873,263	\$3,526,737	\$114,400,000	3.2%
Growth in Budget	3.5%		3.2%	

INDIANA STATE UNIVERSITY
 Current Operating Area Budgets

	1999-00 Budget	Increment	2000-01 Budget	% of Budget
Provost and Vice President Academic Affairs				
Salary and Wages	\$45,473,755	\$1,457,052	\$46,930,807	
Fringe Benefits	12,600,593	564,285	13,164,878	
Student Wages	1,683,344	226,670	1,910,014	
Supplies and Expenses	4,430,027	261,739	4,691,766	
Repair and Maintenance	316,300	52,473	368,773	
Capital	1,819,885	1,044,400	2,864,285	
Total Summary	<u>\$66,323,904</u>	<u>\$3,606,619</u>	<u>\$69,930,523</u>	61.1%
Administration				
Salary and Wages	\$596,462	\$159,148	\$755,610	
Fringe Benefits	208,138	8,692	216,830	
Student Wages	12,804	384	13,188	
Supplies and Expenses	436,906	125,000	561,906	
Repair and Maintenance	1,000		1,000	
Capital	0	971,800	971,800	
Total	<u>\$1,255,310</u>	<u>\$1,265,024</u>	<u>\$2,520,334</u>	2.2%
Academic Affairs				
College of Arts and Science				
Student Wages and Other	\$255,361	\$7,644	\$263,005	
Supplies and Expenses	1,157,113	125,000	1,282,113	
Repair and Maintenance	107,569		107,569	
Capital	0		0	
Total	<u>\$1,520,043</u>	<u>\$132,644</u>	<u>\$1,652,687</u>	1.4%
School of Business				
Student Wages	\$16,135	\$484	\$16,619	
Supplies and Expenses	100,521	1,422	101,943	
Repair and Maintenance	6,735		6,735	
Capital				
Total	<u>\$123,391</u>	<u>\$1,906</u>	<u>\$125,297</u>	0.1%
School of Education				
Student Wages	\$5,887	\$178	\$6,065	
Supplies and Expenses	281,933		281,933	
Repair and Maintenance	6,025		6,025	
Capital	0		0	
ISU Preschool Lab	71,322		71,322	
Total	<u>\$365,167</u>	<u>\$178</u>	<u>\$365,345</u>	0.3%
School of Health and Human Performance				
Student Wages	\$39,137	\$1,174	\$40,311	
Supplies and Expenses	129,447		129,447	
Repair and Maintenance	13,830		13,830	
Capital	800		800	
Total	<u>\$183,214</u>	<u>\$1,174</u>	<u>\$184,388</u>	0.2%

	1999-00 Budget	Increment	2000-01 Budget	% of Budget
School of Nursing				
Student Wages	\$816	\$24	\$840	
Supplies and Expenses	77,621		77,621	
Repair and Maintenance	1,350		1,350	
Capital	5,325		5,325	
Total	<u>\$85,112</u>	<u>\$24</u>	<u>\$85,136</u>	0.1%
School of Technology				
Student Wages	\$44,900	\$1,349	\$46,249	
Supplies and Expenses	158,048		158,048	
Repair and Maintenance	10,397		10,397	
Capital	0		0	
Total	<u>\$213,345</u>	<u>\$1,349</u>	<u>\$214,694</u>	0.2%
School of Graduate Studies				
Student Wages	\$3,582	\$107	\$3,689	
Supplies and Expenses	61,196		61,196	
Repair and Maintenance	1,500		1,500	
Capital	0		0	
Total	<u>\$66,278</u>	<u>\$107</u>	<u>\$66,385</u>	0.1%
LifeLong Learning w/o Degree Link				
Student Wages	\$279,069	\$134,219	\$413,288	
Supplies and Expenses	436,967	(145,198)	291,769	
Repair and Maintenance	18,525	(10,037)	8,488	
Capital	0		0	
Total	<u>\$734,561</u>	<u>(\$21,016)</u>	<u>\$713,545</u>	0.6%
Student Academic Services				
Student Wages	\$97,529	\$2,926	\$100,455	
Supplies and Expenses	25,541		25,541	
Repair and Maintenance	1,000		1,000	
Capital	0		0	
Total	<u>\$124,070</u>	<u>\$2,926</u>	<u>\$126,996</u>	0.1%
Enrollment Management				
Student Wages	\$149,262	(\$7,882)	\$141,380	
Supplies and Expenses	595,603	12,000	607,603	
Repair and Maintenance	8,209		8,209	
Capital	0		0	
Total	<u>\$753,074</u>	<u>\$4,118</u>	<u>\$757,192</u>	0.7%
Library				
Student Wages	\$212,297	\$6,369	\$218,666	
Supplies and Expenses	156,951	8,000	164,951	
Repair and Maintenance	67,767	(8,000)	59,767	
Capital	1,813,760	72,600	1,886,360	
Total	<u>\$2,250,775</u>	<u>\$78,969</u>	<u>\$2,329,744</u>	2.0%

	1999-00 Budget	Increment	2000-01 Budget	
Computing Services				
Student Wages	\$476,084	\$76,979	\$553,063	
Supplies and Expenses	476,193	83,036	559,229	
Repair and Maintenance	71,755	70,510	142,265	
Capital	0		0	
Total	\$1,024,032	\$230,525	\$1,254,557	1.1%
Other Activities				
Student Wages	\$90,481	\$2,715	\$93,196	
Supplies and Expenses	264,665		264,665	
Repair and Maintenance	638		638	
Capital	0		0	
Total	\$355,784	\$2,715	\$358,499	0.3%
General Instructional Expense				
Salary and Wages	\$44,877,293	\$1,297,904	\$46,175,197	
Fringe Benefits	12,392,455	555,593	12,948,048	
Supplies and Expenses	0	52,479	52,479	
Total	\$57,269,748	\$1,905,976	\$59,175,724	51.7%
President's Office				
Salary and Wages	\$526,060	\$22,052	\$548,112	
Fringe Benefits	169,693	7,107	176,800	
Student Wages	21,826	655	22,481	
Supplies and Expenses	190,298		190,298	
Repair and Maintenance	2,000		2,000	
Capital	0	15,000	15,000	
Total	\$909,877	\$44,814	\$954,691	0.8%
President for Student Affairs				
Salary and Wages	\$3,666,144	\$328,380	\$3,994,524	
Fringe Benefits	1,210,185	50,600	1,260,785	
Student Wages	193,494	5,806	199,300	
Supplies and Expenses	449,883	(60,000)	389,883	
Repair and Maintenance	20,942		20,942	
Capital	8,100	55,000	63,100	
Total	\$5,548,748	\$379,786	\$5,928,534	5.2%
Vice President for Planning and Budget				
Salary and Wages	\$1,815,770	\$198,384	\$2,014,154	
Fringe Benefits	582,283	26,837	609,120	
Student Wages	63,317	1,900	65,217	
Supplies and Expenses	454,158	19,686	473,844	
Repair and Maintenance	16,940		16,940	
Capital	0	50,000	50,000	
Total	\$2,932,468	\$296,807	\$3,229,275	2.8%
Vice President for Administrative Affairs				
Salary and Wages	\$1,469,482	\$133,981	\$1,603,463	
Fringe Benefits	510,437	64,580	575,017	
Student Wages	40,634	1,221	41,855	
Supplies and Expenses	664,337		664,337	
Repair and Maintenance	9,707		9,707	
Capital	0	20,000	20,000	
Total	\$2,694,597	\$219,782	\$2,914,379	2.5%

	1999-00 Budget	Increment	2000-01 Budget	
Facilities Management				
Salary and Wages	\$4,570,344	\$268,856	\$4,839,200	
Fringe Benefits	1,555,287	40,446	1,595,733	
Student Wages	148,258	4,448	152,706	
Supplies and Expenses	467,992		467,992	
Repair and Maintenance	1,152,581		1,152,581	
Capital		470,000	470,000	
Total	<u>\$7,894,462</u>	<u>\$783,750</u>	<u>\$8,678,212</u>	7.6%
Vice President for Advancement				
Salary and Wages	\$1,186,416	\$160,565	\$1,346,981	
Fringe Benefits	418,611	11,240	429,851	
Student Wages	33,898	1,018	34,916	
Supplies and Expenses	467,033	15,000	482,033	
Repair and Maintenance	962		962	
Capital	0	20,000	20,000	
Total	<u>\$2,106,920</u>	<u>\$207,823</u>	<u>\$2,314,743</u>	2.0%
General University Activities				
Retirement Fringe Benefits and Contributions	\$4,867,369	\$233,614	\$5,100,983	
Supplies and Expenses	2,439,785	(587,433)	1,852,352	
Capital Pools	2,358,800	(1,652,800)	706,000	
Other Committed Expenses	460,470	19,578	480,048	
Utilities and Related Expenses	5,117,600	229,860	5,347,460	
Student Aid Program	6,695,000	267,800	6,962,800	
Total	<u>\$21,939,024</u>	<u>(\$1,489,381)</u>	<u>\$20,449,643</u>	17.9%
TOTAL BUDGET	<u>\$110,350,000</u>	<u>\$4,050,000</u>	<u>\$114,400,000</u>	100.0%

**INDIANA STATE UNIVERSITY
Student Services Budget**

	1999-00 Budget	Increment	Recommended 2000-01 Budget	% Change
Source of Funds				
Student Service Fee Allocation	\$6,172,000	\$238,000	\$6,410,000	3.9%
Student Service Fee Waivers	266,000	4,000	270,000	1.5%
Interest Income Earned by Trustee	52,000	(2,000)	50,000	-3.8%
Total Source of Funds	\$6,490,000	\$240,000	\$6,730,000	3.7%
Use of Funds				
Direct Allocations				
Student Government	\$50,000	\$10,000	\$60,000	
Afro-American Cultural Center	10,300		10,300	
Sparkettes	14,770		14,770	
Cheerleaders	18,150		18,150	
Auxiliary Facilities Bond Fund	1,403,894	12,456	1,416,350	
Sub Total Direct Allocations	\$1,497,114	\$22,456	\$1,519,570	1.5%
Auxiliary Operations Supplemental Allocations				
Identification Cards	\$26,600	\$0	\$26,600	
Hulman Mem Student Union Commons	100,000		100,000	
Hulman Memorial Student Union	880,662	42,202	922,864	
Intercollegiate Athletics	2,897,591	145,000	3,042,591	
Statesman Newspaper	49,000	2,200	51,200	
IQ Magazine	49,000		49,000	
Hulman Center	207,384	17,798	225,182	
Sub Total Supplemental Allocations	\$4,183,637	\$207,200	\$4,417,437	5.0%
Transfers, Reserves and Other				
Facilities Project/Equipment Reserve	\$363,671	\$6,344	\$370,015	
Facilities Repair Supplement	39,613		39,613	
Allocation for Class Activities	3,365		3,365	
Allowance for Doubtful Accounts	70,000		70,000	
Enrollment Stabilization	40,000		40,000	
Student Service Fee Waivers	266,000	4,000	270,000	
Sub Total of All Allocations	\$6,490,000	\$240,000	\$6,730,000	3.7%
Non-Budget and Contingent Items				
Total Use of Funds	\$6,490,000	\$240,000	\$6,730,000	3.7%

STUDENT SERVICES DIRECT ALLOCATIONS

	1999-00 Budget	Increment	Recommended 2000-01 Budget	% Change
Student Government				
Compensation	\$25,061		\$25,061	
Supplies and Expense	23,939	10,000	33,939	
Repairs and Maintenance	1,000		1,000	
Total	<u>\$50,000</u>	<u>\$10,000</u>	<u>\$60,000</u>	20.0%
Afro-American Cultural Center				
Compensation				
Supplies and Expense	\$10,300		\$10,300	
Repairs and Maintenance				
Total	<u>\$10,300</u>	<u>\$0</u>	<u>\$10,300</u>	0.0%
Sparkettes				
Compensation	\$5,775		\$5,775	
Supplies and Expense	8,995		8,995	
Repairs and Maintenance				
Total	<u>\$14,770</u>	<u>\$0</u>	<u>\$14,770</u>	0.0%
Cheerleaders				
Compensation	\$7,951		\$7,951	
Supplies and Expense	10,046		10,046	
Repairs and Maintenance	153		153	
Total	<u>\$18,150</u>	<u>\$0</u>	<u>\$18,150</u>	0.0%
Auxiliary Facilities Bond Fund				
Student Service Fee Allocation	\$1,403,894	\$12,456	\$1,416,350	
Interest Subsidy	66,214		66,214	
Total Source of Funds	<u>\$1,470,108</u>	<u>\$12,456</u>	<u>\$1,482,564</u>	0.8%
Debt Service				
Physical Education Building	\$228,420	\$8,800	\$237,220	
Hulman Memorial Student Union	240,000		240,000	
Tirey Memorial Union	236,775	(725)	236,050	
Stadium	150,000		150,000	
Student Health and Counseling Ctr	185,975	800	186,775	
Hulman Center	428,938	3,581	432,519	
Total Debt Service	<u>\$1,470,108</u>	<u>\$12,456</u>	<u>\$1,482,564</u>	0.8%

**INDIANA STATE UNIVERSITY
AUXILIARY AND OTHER OPERATIONS**

	1999-00 Budget	Increment	Recommended 2000-01 Budget	% Change
SUMMARY TOTALS				
SUMMARY INCOME	<u>\$28,506,525</u>	<u>\$653,393</u>	<u>\$29,159,918</u>	<u>2.3%</u>
SUMMARY EXPENDITURES				
Compensation	\$9,747,416	\$495,791	\$10,243,207	5.1%
Supplies and Expense	13,989,045	1,423,483	15,412,528	10.2%
Debt Service	2,008,153	(1,546,154)	461,999	-77.0%
Repairs and Maintenance	1,356,725	193,288	1,550,013	14.2%
Capital	1,380,725	97,708	1,478,433	7.1%
Transfers Out	<u>0</u>		<u>0</u>	
Total	<u>\$28,482,064</u>	<u>\$664,116</u>	<u>\$29,146,180</u>	<u>2.3%</u>

Hulman Center

Income				
Student Service Fee Allocation	\$207,384	\$17,798	\$225,182	
Rental and Other Income	<u>897,212</u>	<u>23,817</u>	<u>921,029</u>	
Total	<u>\$1,104,596</u>	<u>\$41,615</u>	<u>\$1,146,211</u>	<u>3.8%</u>
Expenditures				
Compensation	\$869,436	\$36,021	\$905,457	
Supplies and Expense	158,235	8,519	166,754	
Repairs and Maintenance	37,000		37,000	
Capital	<u>39,925</u>	<u>(2,925)</u>	<u>37,000</u>	
Total	<u>\$1,104,596</u>	<u>\$41,615</u>	<u>\$1,146,211</u>	<u>3.8%</u>

Residential Life

Rental and Other Income	\$16,811,477	\$240,457	\$17,051,934	1.4%
Expenditures				
Compensation	\$4,787,973	\$265,596	\$5,053,569	
Supplies and Expense	8,311,051	1,371,113	9,682,164	
Debt Service	2,008,153	(1,546,154)	461,999	
Repairs and Maintenance	536,200	(450)	535,750	
Capital	<u>1,166,175</u>	<u>143,875</u>	<u>1,310,050</u>	
Total	<u>\$16,809,552</u>	<u>\$233,980</u>	<u>\$17,043,532</u>	<u>1.4%</u>

	1999-00 Budget	Increment	Recommended 2000-01 Budget	% Change
Hulman Memorial Student Union				
Income				
Student Service Fee Allocation	\$880,662	\$42,202	\$922,864	
Machine Sales and Vending	49,500	2,250	51,750	
Room Rental	13,100	2,160	15,260	
Miscellaneous Income	123,269	5,551	128,820	
Amusement Games	14,800	(4,483)	10,317	
Parking Fees	76,000	8,088	84,088	
Total	\$1,157,331	\$55,768	\$1,213,099	4.8%
Expenditures				
Compensation	\$930,511	\$47,157	\$977,668	
Supplies and Expense	156,843	5,610	162,453	
Repairs and Maintenance	49,977	3,001	52,978	
Capital	20,000		20,000	
Total	\$1,157,331	\$55,768	\$1,213,099	4.8%
Athletics				
Income				
Student Service Fee Allocation	\$2,897,594	\$144,997	\$3,042,591	
Contributions - Sycamore				
Varsity Club	330,000	70,000	400,000	
Contributions - Scholarship	75,000	5,000	80,000	
Admission Sales	450,000	30,000	480,000	
Commissions and Other Income	375,000	29,900	404,900	
Guarantees	313,000	(133,000)	180,000	
Transfer In	200,000	120,000	320,000	
Total	\$4,640,594	\$266,897	\$4,907,491	5.8%
Expenditures				
Compensation	\$1,613,471	\$45,723	\$1,659,194 ^A	
Supplies and Expense	2,969,668	214,674	3,184,342	
Repairs and Maintenance	48,955	(3,500)	45,455	
Capital	8,500	10,000	18,500	
Total	\$4,640,594	\$266,897	\$4,907,491	5.8%
^A Does not include the one-half of coaches compensation (\$669,970) contained within the Student Affairs budget.				
Division of Printing				
Printing Income	\$560,000	\$20,000	\$580,000	3.6%
Expenditures				
Compensation	\$343,529	\$20,471	\$364,000	
Supplies and Expense	193,800	5,000	198,800	
Repairs and Maintenance	15,000		15,000	
Capital	1,000	(1,000)	0	
Total	\$553,329	\$24,471	\$577,800	4.4%

	1999-00 Budget	Increment	Recommended 2000-01 Budget	% Change
Telecommunications				
Income				
Local Service Charges	\$1,472,000	\$42,000	\$1,514,000	
Long Distance Charges	595,000	(190,000)	405,000	
Administrative Usage	88,000	(1,500)	86,500	
Miscellaneous Reimbursement	69,000	(28,000)	41,000	
Other	173,000	18,300	191,300	
Transfer In	295,000	202,910	497,910	
Total	<u>\$2,692,000</u>	<u>\$43,710</u>	<u>\$2,735,710</u>	1.6%
Expenditures				
Compensation	\$403,789	\$49,370	\$453,159	
Supplies and Expense	1,739,310	(184,964)	1,554,346	
Repairs and Maintenance	483,500	198,000	681,500	
Capital	65,000	(20,000)	45,000	
Transfer Out	0		0	
Total	<u>\$2,691,599</u>	<u>\$42,406</u>	<u>\$2,734,005</u>	1.6%
Library Automation				
Income				
State Appropriations	\$420,961		\$420,961	0.0%
Expenditures				
Compensation	\$161,909	\$26,449	\$188,358	
Supplies and Expense	57,600		57,600	
Repairs and Maintenance	155,205	(205)	155,000	
Capital	46,247	(26,244)	20,003	
Total	<u>\$420,961</u>	<u>\$0</u>	<u>\$420,961</u>	0.0%
Early Childhood Education Center				
Income				
Child Care Fees	\$267,720	(\$1,784)	\$265,936	
Other Income	56,000	(8,000)	48,000	
Transfer In	71,322		71,322	
Total	<u>\$395,042</u>	<u>(\$9,784)</u>	<u>\$385,258</u>	-2.5%
Expenditures				
Compensation	\$322,290	(\$1,846)	\$320,444	
Supplies and Expense	60,814		60,814	
Repairs and Maintenance	1,000		1,000	
Capital	3,000		3,000	
Total	<u>\$387,104</u>	<u>(\$1,846)</u>	<u>\$385,258</u>	-0.5%

	1999-00 Budget	Increment	Recommended 2000-01 Budget	%
				Change
Le Club Program				
Income				
Membership Fees and Other Contributions	\$142,620	(\$21,620)	\$121,000	
Expenditures				
Compensation	\$69,850	(\$3,111)	\$66,739	
Supplies and Expense	50,450	(7,300)	43,150	
Repairs and Maintenance	9,000	(6,300)	2,700	
Capital	13,320	(5,320)	8,000	
Total	<u>\$142,620</u>	<u>(\$22,031)</u>	<u>\$120,589</u>	
Other Auxiliary and Other Operations				
Income				
Admission Sales	\$78,758		\$78,758	
Advertising Sales	183,500	\$12,500	196,000	
Publication Sales	125,000	(5,000)	120,000	
Student Service Fee Allocation	124,600	2,200	126,800	
Other Income	70,046	6,650	76,696	
Transfers In	0		0	
Total	<u>\$581,904</u>	<u>\$16,350</u>	<u>\$598,254</u>	2.8%
Expenditures				
Compensation	\$244,658	\$9,961	\$254,619	
Supplies and Expense	291,274	10,831	302,105	
Repairs and Maintenance	20,888	2,742	23,630	
Capital	17,558	(678)	16,880	
Total	<u>\$574,378</u>	<u>\$22,856</u>	<u>\$597,234</u>	4.0%

Includes: African Am. Review, Drivers Education, Golf Course, ID Card System, IQ Magazine, Statesman Newspaper.

**INDIANA STATE UNIVERSITY
 Degree Link Budget**

	<u>1999-00 Budget</u>	<u>Increment</u>	<u>2000-01 Budget</u>
Source of Funds			
Operating Appropriation	\$517,557	\$18,210	\$535,767
Student Fees	87,000	52,650	139,650
Total Source of Funds	<u>\$604,557</u>	<u>\$70,860</u>	<u>\$675,417</u>
Use of Funds			
Compensation			
Salaries and Wages	\$286,179	\$22,506	\$308,685
Fringe Benefits	85,254	3,579	88,833
Course Development	71,367	(16,367)	55,000
Supplies and Related Expenses	151,757	66,049	217,806
Equipment	10,000	(4,907)	5,093
Total Use of Funds	<u>\$604,557</u>	<u>\$70,860</u>	<u>\$675,417</u>

INDIANA STATE UNIVERSITY
South Central Indiana Educational Alliance Budget

	<u>1999-00 Budget</u>	<u>Increment</u>	<u>2000-01 Budget</u>
Source of Funds			
Operating Appropriation	\$286,916	\$9,962	\$296,878
Total Source of Funds	<u>\$286,916</u>	<u>\$9,962</u>	<u>\$296,878</u>
Use of Funds			
Compensation			
Salaries and Wages	\$155,659	\$4,899	\$160,558
Fringe Benefits	46,698	1,469	48,167
Marketing	25,000		25,000
Supplies and Related Expenses	25,476	1,688	27,164
Equipment	<u>8,000</u>	<u>1,000</u>	<u>9,000</u>
Sub-Total Operating Expenses	260,833	9,056	269,889
Overhead	26,083	906	26,989
Total Use of Funds	<u>\$286,916</u>	<u>\$9,962</u>	<u>\$296,878</u>

INDIANA STATE UNIVERSITY
Southeast Indiana Educational Services Budget

	<u>1999-00 Budget</u>	<u>Increment</u>	<u>2000-01 Budget</u>
Source of Funds			
Operating Appropriation	\$764,038	\$22,437	\$786,475
Total Source of Funds	<u>\$764,038</u>	<u>\$22,437</u>	<u>\$786,475</u>
Use of Funds			
Compensation			
Salaries and Wages	\$248,500	\$17,454	\$265,954
Fringe Benefits	74,550	2,237	76,787
Marketing	70,000	5,000	75,000
Supplies and Related Expenses	217,000	6,000	223,000
Equipment	<u>84,530</u>	<u>(10,294)</u>	<u>74,236</u>
Sub-Total Operating Expenses	694,580	20,397	714,977
Overhead	69,458	2,040	71,498
Total Use of Funds	<u>\$764,038</u>	<u>\$22,437</u>	<u>\$786,475</u>

INDIANA STATE UNIVERSITY
Indiana Institute on Recycling Budget

	<u>1999-00 Budget</u>	<u>Increment</u>	<u>2000-01 Budget</u>
Source of Funds			
Operating Appropriation	\$79,587	\$4,436	\$84,023
Other Income	32,900	(27,900)	5,000
Total Source of Funds	<u>\$112,487</u>	<u>(\$23,464)</u>	<u>\$89,023</u>
Use of Funds			
Compensation	16,680	40,876	57,556
Supplies and Related Expenses	60,350	(34,283)	26,067
Repairs and Maintenance	300	100	400
Equipment	<u>1,000</u>	<u>4,000</u>	<u>5,000</u>
Total Use of Funds	<u>\$78,330</u>	<u>\$10,693</u>	<u>\$89,023</u>

RESOLUTION OF THE BOARD OF TRUSTEES FOR
INDIANA STATE UNIVERSITY
APPROVING AND AUTHORIZING THE SALE OF THE
INDIANA STATE UNIVERSITY STUDENT FEE BONDS, SERIES J

WHEREAS, the Board of Trustees (the "Board") of Indiana State University (the "University") has full power and authority under and by virtue of the laws of the State of Indiana, including, more particularly, the provisions of Indiana Code 20-12-6 and 5-1-5, to issue bonds secured by Student Fees to finance and refinance building facilities on its Terre Haute campus; and

WHEREAS, the University has heretofore executed and delivered to Terre Haute First National Bank, as trustee (the "Trustee"), a certain Trust Indenture dated as of November 1, 1985, as heretofore supplemented and amended (the "Indenture"), for the purpose of securing its Indiana State University Student Fee Bonds (the "Bonds"), issued from time to time thereunder; and

WHEREAS, the Board has determined that a necessity exists to consider the acquisition, construction, renovation and equipping of certain facilities described more fully in Exhibit A attached hereto (the "Project"), and reasonably expects to reimburse certain costs of the Project with proceeds of debt to be incurred by the University; and

WHEREAS, the Board has determined that a necessity exists to consider the prepayment in whole of the University's Fully Registered Promissory Note, dated November 12, 1999, payable to Terre Haute First National Bank, in the aggregate principal amount of \$4,100,000 (the "Interim Note"), which was issued to provide interim financing for the acquisition, construction, renovation and equipping of certain facilities described more fully in Exhibit A attached hereto (the "Prior Project"); and

WHEREAS, the Treasurer of the University (the "Treasurer") has investigated, developed and evaluated a Plan of Financing (the "Plan of Financing") for the prepayment of the Interim Note and the financing of all or a portion of the costs of the Project and has presented that Plan of Financing for approval to the Board; and

WHEREAS, the Board now desires to approve the Plan of Financing presented by the Treasurer for the prepayment of the Interim Note and the financing of all or a portion of the costs of the Project; and

WHEREAS, Article IV of the Indenture authorizes the issuance of additional series of Bonds by the University and the authentication and delivery of those additional series of Bonds by the Trustee under the conditions set forth in Article IV, which conditions have been complied with so as to authorize the issuance, authentication and delivery of an additional series of Bonds by the Trustee under the conditions set forth in Article IV, to provide the funds required to prepay the Interim Note to finance all or a portion of the costs of the Project, and to finance certain costs incidental to the financing; and

WHEREAS, the Board now desires to authorize the execution and delivery of the Indiana State University Student Fee Bonds, Series J (the "Series J Bonds"), and of a Seventh Supplemental Indenture (the "Seventh Supplemental Indenture"), a Construction and Rebate Agreement (the "Rebate Agreement"), a Preliminary Official Statement (the "Official Statement"), a final Official Statement, a Bond Purchase Agreement (the "Bond Purchase Agreement"), a First Supplement to Continuing Disclosure Undertaking Agreement (the "Undertaking Agreement"), forms of the Series J Bonds, and any further documents required to complete the execution and delivery of the Series J Bonds; and

WHEREAS, there has now been submitted to the Board a form of Seventh Supplemental Indenture, a form of Rebate Agreement, a form of Official Statement, a form of Bond Purchase Agreement and a form of Undertaking Agreement in connection with the issuance of the Series J Bonds in an aggregate principal amount not to exceed the sum of \$17,700,000, including underwriters' discount as described below and original issue discount, as permitted by law, costs of issuance, capitalized interest, fees associated with letters or lines of credit, any amounts necessary to provide for any debt service reserve fund, and costs of any premiums for bond and debt service reserve fund insurance, which financing has been approved by the State Budget Agency of the State of Indiana; and

WHEREAS, the Board now desires to authorize and direct the President of the University (the "President") and the Treasurer to do any and all acts and things, and to make and approve all changes in form or substance to the Seventh Supplemental Indenture, Bond Purchase Agreement, Rebate Agreement, Undertaking Agreement or Official Statement, necessary to secure approval of the transaction contemplated herein by any rating agency, bond insurer, reserve fund surety bond provider, or the State of Indiana.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The issuance of the Series J Bonds by the University on the terms and conditions set forth in the Seventh Supplemental Indenture is hereby authorized in the total principal amount not to exceed \$17,700,000, including underwriters' discount as described below and original issue discount, as permitted by law, costs of issuance, any amounts necessary to provide for any debt service reserve fund, and costs of any premiums for bond and debt service reserve fund insurance. The Series J Bonds shall be designated the "Indiana State University Board of Trustees, Indiana State University Student Fee Bonds, Series J". The true interest cost of the Series J Bonds shall be at either fixed or variable rates, and if fixed shall not exceed 6%, with a maximum underwriters' discount of 1.0%, and with such serial or term maturities and redemption features as the executing officers shall approve. The final maturity of the Series J Bonds shall not extend beyond 20 years from the first interest payment date. The Series J Bonds shall be sold pursuant to the Bond Purchase Agreement at negotiated sale to U.S. Bancorp Piper Jaffray Inc. and City Securities Corporation, as the underwriters listed in the Bond Purchase Agreement. The University hereby establishes its intent that certain costs incurred by the University be reimbursed from the proceeds of the Bonds in compliance with Section 1.150-2 of the Treasury Regulations.

Section 2. The President and the Treasurer are hereby authorized and directed to do any and all acts and things, and to make and approve all changes in form or substance to the Seventh Supplemental Indenture, Bond Purchase Agreement, Rebate Agreement, Undertaking Agreement or Official Statement necessary to secure approval of the transaction contemplated herein by any rating agency, bond insurer, reserve fund surety bond provider, or the State of Indiana.

Section 3. The Seventh Supplemental Indenture is hereby approved in substantially the form submitted to the Board and is made a part of this Resolution as if fully set forth herein. The President and the Treasurer, or either of them, are hereby authorized to execute and deliver, and the Secretary and the Assistant Secretary of the University (the "Secretary" and the "Assistant Secretary", respectively), or either of them, are hereby authorized to attest the signature of and to imprint the corporate seal of the University on the Seventh Supplemental Indenture in substantially the form presented to the Board, with those changes in form or substance that the President and Treasurer, and the officers executing the Seventh Supplemental Indenture, shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The Official Statement is approved in substantially the form submitted to the Board and is made a part of this Resolution as if fully set forth herein. The Treasurer is hereby authorized and directed to make those changes in form or substance as are necessary or appropriate, to authorize the distribution of the Official Statement, to deem an Official Statement to be final or nearly final for purposes of applicable Securities and Exchange Commission rules, to execute and deliver the form of any final Official Statement with those changes in form or substance that the Treasurer shall approve, and to cause printed copies of the Preliminary and final Official Statements to be provided to those prospective purchasers, investors and other persons as he may deem advisable in order to market the Series J Bonds, and any such prior actions are hereby ratified and confirmed.

Section 5. The Bond Purchase Agreement is hereby approved in substantially the form submitted to the Board and is made a part of this Resolution as if set forth fully herein. The President and Treasurer, or either of them, are hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the form submitted to the Board, with those changes in form or substance that the President and Treasurer, and the officers executing the Bond Purchase Agreement, shall approve, such approval to be conclusively evidenced by the execution and delivery thereof, and any such prior actions are hereby ratified and confirmed.

Section 6. The Rebate Agreement is hereby approved in substantially the form submitted to the Board and is made a part of this Resolution as if set forth fully herein. The President and Treasurer, or either of them, are hereby authorized to execute and deliver, and the Secretary or Assistant Secretary, or either of them, is hereby authorized to attest the signature of and to imprint the corporate seal of the University on, the Rebate Agreement in substantially the form submitted to the Board, with those changes in form or substance that the President and Treasurer, and the officers executing the Rebate Agreement, shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The Undertaking Agreement is hereby approved in substantially the form submitted to the Board and is made a part of this Resolution as if set forth fully herein. The

President and Treasurer, or either of them, are hereby authorized to execute and deliver the Undertaking Agreement in substantially the form submitted to the Board, with those changes in form or substance that the President and Treasurer, and the officers executing the Undertaking Agreement, shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The Treasurer is hereby authorized to prepare the bond forms required for use in the issuance of the Series J Bonds, on the terms and conditions set forth in the Seventh Supplemental Indenture, and to cause the same to be executed manually or by facsimile by the proper officers of the University as provided in the Seventh Supplemental Indenture and the Indenture. Upon execution of the Series J Bonds, the Treasurer shall deliver the Series J Bonds to the Trustee for authentication, and upon their authentication, the Treasurer is authorized and directed to deliver the Series J Bonds to the purchasers thereof on payment of the purchase price, which price shall reflect the underwriters' discount permitted by this Resolution and an original issue discount, if any, as permitted by law.

Section 9. The President, Treasurer, Secretary and Assistant Secretary, or any of them acting singly or jointly, are hereby authorized and directed to do any and all further acts and things necessary underlying the execution and delivery of such additional or supporting agreements, documents or certificates including lines or letters of credit, as may be requested or necessary in order to complete the transaction contemplated by the Bond Purchase Agreement, the Seventh Supplemental Indenture, the Rebate Agreement, the Undertaking Agreement and the Official Statement hereby authorized.

Section 10. The Board hereby approves the calculations made by the Treasurer with respect to the coverage factor of Student Fees to Maximum Annual Debt Service after the issuance of the Series J Bonds, all as shown in the Official Statement.

Section 11. The Board hereby ratifies the selection of, and appoints, U. S. Bancorp Piper Jaffray Inc. and City Securities Corporation as underwriters, McHale, Cook & Welch, p.c. as Bond Counsel, and Ice Miller Donadio & Ryan as Underwriter Counsel for the Series J Bonds.

Section 12. The President and Treasurer, or either of them, are hereby authorized to select a bond insurer and to accept any commitments and execute any agreements which may be necessary or advisable in connection with bond insurance.

Dated: _____, 2000.

EXHIBIT A

THE PROJECT

The new power plant's design is the result of an in-house proposal and will be guided by the recommendations and strategy developed by the outside consulting firm of KPMG and contained in their August 18, 1997 report which was endorsed by the University Power Plant Options Committee and adopted the Board of Trustees at their August 29, 1997 meeting.

The goal for Indiana State University is to secure reliable energy at the least projected cost with an acceptable level of cost and technical risk. The new power plant's design is the result of an in-house proposal and was guided by the recommendations and strategy developed by the outside consulting firm of KPMG. The approved power plant design is sized to allow installation of future units for co-generation of electricity if needed. The purchase and installation of co-generation units are neither authorized or funded within this project.

The new facility will contain new natural gas/oil fired boilers properly sized for need and will total approximately 45,120 gross square feet. Construction on the new facility will start during the late fall of 1999 and take approximately two years. Live testing of the steam capability of the new power plant would then be scheduled during the winter beginning in 2001.

Once successfully tested, the total power plant project will include the demolition of the existing power plant and the removal and reclaiming of the present coal storage yard. This phase of the project could take an additional year. The fully completed power plant project is estimated to take approximately three years to complete.

The 1997 Indiana General Assembly provided a cash appropriation of \$1,190,000 for the planning and engineering of the project. The 1999 Indiana General Assembly approved bonding authority (IC 20-12-6) for and expenditure of \$16,601,000 for the construction of the University Power Plant. Approval of the annual state student fee replacement funding related to the bonding authority was postponed until the 2001 session of the Indiana General Assembly.

AFFILIATION AGREEMENT

SECTION I
Exhibit F
June 16, 2000

THIS AGREEMENT, made and entered into this 1st day of March, 2000, and between Department of Speech Pathology/Audiology, Indiana State University, through its Program in Speech Pathology and Audiology, hereinafter referred to as the "SCHOOL" and Columbus Regional Hospital, Speech-Language Pathology and Audiology Department, Columbus, Indiana, hereinafter referred to as the "FACILITY."

WHEREAS, THE SCHOOL desires that certain of its students, and when appropriate, certain of its faculty members, be permitted to visit and utilize the premises of the FACILITY to afford such students the opportunity to have practical learning and clinical experiences at the FACILITY; and

WHEREAS, THE FACILITY recognizes the need for and desires to aid in the educational development of ancillary health professionals, and is willing to make its premises available for such purposes;

NOW, THEREFORE, it is understood and agreed upon by the parties hereto, as follows:

A. THE SCHOOL'S RESPONSIBILITIES:

1. The SCHOOL shall have total responsibility for planning and determining the adequacy of the educational experience of students in theoretical training, basic skills, professional ethics, attitude and behavior, and will assign to the FACILITY only those students who have satisfactorily completed the prerequisites of the SCHOOL'S educational program before clinical assignment.
2. The SCHOOL or STUDENT shall provide medical professional liability protection for its students assigned to the FACILITY. Such protection shall inure to the FACILITY to the extent that a claim or loss results from a student acting without direction or not having accurately followed the directives, orders, or instructions of the student's supervisor provided by the FACILITY herewith. The SCHOOL shall provide the FACILITY with a certificate of liability with a 30-day cancellation clause.
3. The SCHOOL shall designate a member of its faculty to coordinate this program with a designated member of the FACILITY'S staff. This assignment shall include continuing exchange of information on progress of the program.
4. The SCHOOL shall provide the FACILITY with all pertinent information about each student to be assigned to the FACILITY at least two weeks before the beginning date of the student's assignment at the FACILITY.
5. The SCHOOL shall have the right to withdraw a student from clinical assignment. Such notice to the FACILITY of withdrawal of a student shall be in writing.

AFFILIATION AGREEMENT

B. THE FACILITY'S RESPONSIBILITIES:

1. The FACILITY shall designate a member of its staff to be coordinator of this program and function as clinical supervisor with whom the SCHOOL'S program coordinator is to communicate for the conduct of this clinical education program, which may include the development of objectives, methods of instruction, and other details of the clinical experience.
2. The FACILITY shall make available to assigned students appropriate facilities, equipment, and supplies in order to provide supervised clinical experience in the program. Such facilities shall include an environment conducive to the learning process which conforms to the FACILITY'S customary procedures.
3. Students shall perform services for patients only when under the supervision of a licensed speech pathologist or audiologist. Such licensed staff are to be licensed in the discipline in which supervision is provided. Students shall work, perform assignments, participate in departmental activities, staff meetings, team meetings, and inservice educational programs at the discretion of their supervisor designated by the FACILITY. Students are trainees, not employees, and are not to replace FACILITY staff.
4. Students are to remain subject to the authority, policies, and regulations imposed by the SCHOOL. During periods of clinical assignment and while on facility premises, students will also be subject to all standards, rules, regulations, administrative practices and policies of the FACILITY.
5. The FACILITY may require the SCHOOL to withdraw from the FACILITY any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the FACILITY'S responsibilities for health care. Requests for withdrawal of a student may be verbal, but will also be given in writing and will contain a statement of facts describing the student's conduct deemed to be offensive.
6. The FACILITY shall be responsible for arranging immediate emergency care of the student in the event of accidental injury or illnesses, but shall not be responsible for costs involved, follow-up care, or hospitalization.

C. JOINT RESPONSIBILITIES:

1. The SCHOOL and the FACILITY shall mutually agree upon and arrange the course of instruction, the periods of assignment for each student, and the number of students eligible to participate concurrently.
2. The SCHOOL and the FACILITY agree that there shall be no discrimination on the basis of age, race, religion, creed, sex, or national origin.

AFFILIATION AGREEMENT

- 3. The SCHOOL and the FACILITY shall arrange and provide orientation of faculty members and students concerning the FACILITY'S policies, rules and regulations.

- D. The terms and conditions of this Agreement may be amended by written instrument and executed by both parties.

- E. This Agreement is for a term of one year. It may be terminated by either party by giving notice to the other party by certified mail at least one month prior to the end of the term. Should notice of termination be given, students then assigned to the FACILITY shall be allowed to complete their previously scheduled clinical assignment then in progress at the FACILITY. Notice of termination to the FACILITY shall be directed to: Debbie Henry, Manager, Speech-Language Pathology and Audiology Department, Columbus Regional Hospital at 2400 East 17th Street, Columbus, Indiana 47201. Notice of termination to the SCHOOL shall be directed to: Mark Stimley, Ph.D., Acting Chairperson, Communication Disorders and Special Education, Indiana State University, Terre Haute, Indiana 47803, for Speech-Language Pathology interns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day, month, and year first above written.

FACILITY

SCHOOL

Columbus Regional Hospital

Indiana State University

By _____

By _____

Title _____

Title _____

AGREEMENT
BETWEEN
CLARIAN HEALTH PARTNERS, INC.
AND
INDIANA STATE UNIVERSITY

This Agreement effective this 1st day of May, 2000, by and between Clarian Health Partners, Inc. (hereinafter referred to as "Clarian") and Indiana State University of Terre Haute, Indiana, an educational institution. (hereinafter referred to as "University").

WITNESSETH:

WHEREAS, University offers a Exercise Science Program ("Program") at its campus located in Terre Haute, Indiana and;

WHEREAS, Clarian operates a employee wellness program facilities which can provide a setting for practical learning experiences, and;

WHEREAS, University requires that the students enrolled in the Program complete a professional practice program under the joint supervision of a qualified professional and Clarian desires to cooperate with the University by making its facilities available to students upon the conditions set forth in this agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

I. STUDENT ASSIGNMENT AND RESPONSIBILITIES

Clarian agrees to provide students of the University with an opportunity to obtain practical learning experiences in its facility, and the University agrees to assign students to Clarian to obtain such learning experiences on the terms and conditions hereinafter described.

- A. Placement of Students will be jointly agreed upon by Clarian and the University after consultation with and consideration of the student's needs and qualifications.
- B. Clarian will provide exposure to its Employee Wellness program for the student.
- C. The number of students assigned to and accepted by Clarian at any given time shall be agreed upon by representatives of both the University and Clarian. Representatives of Clarian and the University shall cooperate in developing the methods of instruction, objectives and other details of the field experience.
- D. Students shall comply with all Clarian policies, regulations and procedures. If problems arise, the Academic Coordinator of the University shall be notified and representatives from the University and Clarian shall mutually handle such problems.
- E. Students will be responsible for providing their own transportation and living arrangements during the clinical experience.

II. CLARIAN RESPONSIBILITIES

- A. Clarian agrees to provide practical learning experiences to students assigned to Clarian.
- B. General Clarian policies and regulations will be provided to the students via an initial orientation session.
- C. Clarian will retain responsibility for patients and/or clients of Clarian and will maintain administrative and professional supervision of students insofar as the students' presence affects the operation of Clarian and/or the direct or indirect provision of services to patients and/or clients of Clarian.
- D. Clarian will inform the University, through the Academic Coordinator, of any new procedures and/or policies or any changes in procedures and/or policies which may affect the professional practice experiences described hereunder.
- E. The Internship is considered an integral part of the student's formal education and University credit is earned through the field experience. Monetary gain is not an objective of the Internship and Clarian is under no obligation to provide monetary compensation to the student during the experience.
- F. All students participating in this Program must comply with the rules and regulations of Clarian. Violation of any such rules and regulations may result in immediate suspension and possible termination and withdrawal of the student from the Professional Practice Program at Clarian. Upon the suspension of any student, Clarian agrees to immediately notify the University of the circumstances of the suspension. While every reasonable effort will be made by Clarian to mutually agree with University concerning the termination of any student from the Program, Clarian has the right to make the final decision when Clarian and University cannot reach mutual agreement.

III. UNIVERSITY RESPONSIBILITIES

- A. The University shall assign a full-time appropriately certified faculty member who shall coordinate student professional practice experiences and assist Clarian in monitoring the quality of performance provided by students.
- B. The University, prior to assigning students to Clarian, shall submit a copy of the curriculum and course content to Clarian for review.
- C. The University shall recommend for professional practice program only those students who have successfully completed all necessary requirements of the University's program.
- D. The University shall inform students of the policies and procedure provided by Clarian to the University, and to such other policies, procedures, rules and regulations as the University deems appropriate.
- E. The University shall advise Clarian of any change in the approval/accreditation of the University.

IV. INSURANCE/LIABILITY

- A. Any student injured on Clarian premises while completing their professional practice program will be assessed/rendered emergency care as appropriate through the facility's Employee Occupational Health Service at a cost to the student. Students are not afforded protection under Clarian's worker's compensation or health insurance programs. Any expenses for Emergency Department examination or treatment shall also be borne by the student or faculty member. It is further understood that all students must possess health insurance satisfactory to Clarian, and shall show proof of T.B., Rubeola, and Rubella tests and appropriate inoculations, if indicated.
- B. The University shall inform students about the OSHA Regulations pertaining to blood and air borne pathogens prior to arrival at Clarian.
- C. It is understood that assigned students are not Clarian employees and therefore, are not entitled to any Clarian employee benefits, including but not limited to Social Security, Employment Compensation, or Workman's Compensation.
- D. Clarian shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness or health, for any student or faculty member of the University.
- E. A current Certificate of Insurance describing professional and general liability coverage maintained by University covering University students and faculty while at Clarian with limits of liability coverage not less than \$1,000,000 per occurrence, and which meets the requirement of Indiana state law, must be submitted to Clarian prior to clinical affiliation.

V. CONFIDENTIALITY

- A. Students and faculty shall maintain confidentiality regarding all patient/staff information gained during clinical experience, in accordance with state and federal laws and Clarian policies.
- B. Clarian reserves the right to review any material intended for publication by faculty or affiliates if such material makes any direct reference to personnel, patients/clients, or operations of Clarian.

VI. TERM AND TERMINATION

- A. This Agreement shall commence on May 1, 2000 for an initial term of one (1) year. This agreement can be renewed upon like terms for one-(1)-year periods thereafter via an annual letter of renewal; such renewals not to exceed four, at which time a full contract must be negotiated and executed.
- B. Either party may terminate this agreement without cause at any time during a term by giving ninety (90) days prior written notice; provided that students assigned to Clarian shall be given an opportunity to complete their affiliation, if reasonably practicable.

To the extent allowable under Indiana law,

VII. INDEMNIFICATION

The University agrees to indemnify and hold harmless Clarian from any damages, attorney fees or other costs Clarian may incur as a result of claims, demands, or other losses arising out of the acts or omissions of the students or faculty of the University. Clarian agrees to indemnify and hold harmless the University from damages, or other costs the University shall incur as a result of claims, arising out of the negligent acts or omissions of Clarian employees. *In the event of any lawsuit relating to the above, Clarian shall provide its defense to the University at the time such lawsuit is initiated.* Furthermore, if either party becomes aware of a claim or threatened claim involving the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim or threatened claim.

VIII. MISCELLANEOUS

- A. No individual will be discriminated against on the basis of race, sex, age, creed, or national origin, in any respect.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.
- C. Individuals executing this Agreement on behalf of the corporations represent and warrant that they have been authorized to do so.
- D. Any amendment to this agreement must be in writing and executed by both parties hereto.

IX. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

UNIVERSITY:

Indiana State University
Department of Physical Education
Terre Haute, IN 47809
Attn: Blanche W. Evans, Ed.D.

CLARIAN:

Academic Affairs
Clarian Health Partners, Inc.
I-65 at 21st Street
P. O. Box 1367
Indianapolis, IN 46206-1367
Attn: Mark Mattes
cc: General Counsel

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the day and year indicated above.

CLARIAN HEALTH PARTNERS, INC.
Indianapolis, Indiana

INDIANA STATE UNIVERSITY
at Terre Haute, Indiana

By: _____
Executive Vice President

By: _____
Blanche W. Evans, Ed.D.
Professor of Exercise Physiology/Adult Fitness

By: _____
Director, Academic Affairs

By: _____

By: _____

Date: _____

Date: _____

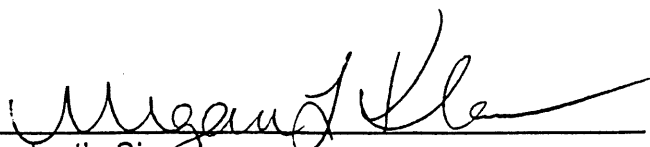
Student Agreement
In regards to the
Memorandum of Agreement Between

Clarian Health Partners, Inc.

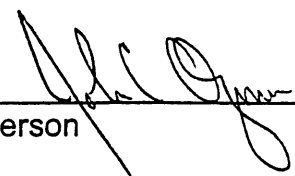
and

Indiana State University, Terre Haute, Indiana

The student of Indiana State University who has signed below verifies that he/she has read the above named Memorandum of Agreement and agrees to carry out and abide by the terms and conditions delineated in Section I, Section II.E, & F., Section IV.A. & Section V.


Student's Signature

4-17-00
Date


Chairperson

4/17/00
Date

Student Agreement
In regards to the
Memorandum of Agreement Between

Clarian Health Partners, Inc.

and

Indiana State University, Terre Haute, Indiana

The student of Indiana State University who has signed below verifies that he/she has read the above named Memorandum of Agreement and agrees to carry out and abide by the terms and conditions delineated in Section I, Section II.E, & F., Section IV.A. & Section V.

Erika Anttila
Student's Signature

4-17-00
Date

[Signature]
Chairperson

4/17/00
Date

INDIANA STATE UNIVERSITY

Coordination and Communication among the University Faculty Senate and College, School and Library Governance Bodies

RATIONALE

The recent NCA report and the initial evaluation by the NCA team both recommend a need for stronger communication.

The success of the new promotion and tenure policies will depend upon coordination of expectations and procedures in the Schools and the College. While the University Promotion and Tenure Oversight Committee will be charged with ensuring this coordination, strong relationships between all governance bodies will support the PTOC's efforts.

Better coordination of governance bodies can facilitate smoother dispatching of curricular proposals and provide for stronger, more unified advocacy for faculty rights.

PROPOSAL

Article VIII, Government and Authority of the College and the Schools

CHANGE Article VIII heading to: Relationship between the Faculty Senate and College and School Governance Bodies

ADD TO CURRENT FOUR SECTIONS:

Section 5. Liaisons between University and College and School Governance.

The governance body of each School and the College shall seat a Faculty Senator as a liaison. The liaison may also serve as a member of the College/School governance body, and if such is the case, the liaison retains voting rights. If not serving as a member of the College/School body, the liaison cannot vote. The liaison's duties are to report relevant actions and agendas of the Senate to the College/School governance body, to report the relevant actions and agendas of the School/Governance body to the Senate, and generally, to facilitate communication between the Senate and School/College governance body.

Section 6: Council of Governance Chairs

The Council of Governance Chairs shall consist of the Chair of the Faculty Senate and the Chair of each College and School governance body. The Chair of the Faculty Senate shall serve as Chair of the Council. The Council is not a legislative body. Its purpose is to facilitate coordination of the efforts of the Faculty Senate and the College and School governance bodies in exercising the faculty's areas of primary and advisory authority. The Council shall meet three times during the academic year: during the first month of the fall semester, during the first month of the spring semester, and during the last month of the spring semester. The Senate Administrative Assistant shall record minutes of the meetings to be forwarded to each governance body. The Chair of the Council may call additional meetings and consider requests for additional meetings from any member of the Council.

Approved by University Faculty Senate: January 20, 2000, 33-0-0.
Faculty vote of 44.5% validated by Executive Committee: February 8, 2000.
Board pending.

XIV. FACULTY GRIEVANCES

1. Policy Statement on Faculty Grievances

The faculty of Indiana State University has primary responsibility for such fundamental areas as curriculum, methods of instruction, research/creativity, faculty status (i.e. promotion, performance review, and tenure), and those aspects of student life, which relate to the educational process. All faculty members (tenured or untenured) who believe a decision adversely affects these responsibilities or the financial, intellectual, or pedagogical aspects of their appointments and results from a violation of university policy, or academic freedom, improper discrimination, or inadequate consideration, may petition the appropriate faculty committee for redress. All faculty members are entitled to due process, including a faculty hearing of record and the opportunity to confront any adverse witnesses and/or to respond to adverse information. Different procedures exist in the University for faculty dismissal, pay for performance, or conduct involving illegal discrimination. Until the development of the due processes component of the Faculty Appointment, Promotion, and Tenure Policies (approved 10/14/99 by the University Faculty Senate), appeals of appointment, tenure, and promotion decisions shall be addressed using this faculty grievance policy.

2. School and College Level Grievances

Each professional school, including the library, and the College of Arts and Sciences shall maintain grievance procedures in writing that must grant faculty members the rights defined in paragraph XIV.1 above and insure procedural due process. Grievances filed in the schools, library, and the College may be brought on grounds defined above.

3. University Level Grievances

University level grievances fall into one of two categories:

a. Appeals of School or College level grievances: An aggrieved faculty member may appeal the decision of the School or College grievance hearing to the Executive Committee of the Faculty Senate for one or more of the following reasons but no other:

I. Adequacy of Evidence: The evidence presented in the previous hearing did not adequately support the decision reached.

II. Due Process: Procedural errors in the previous hearing or evidence that should have been heard was not allowed; or evidence that should not have been allowed was presented.

III. New Evidence: New and fully documented evidence has arisen since the previous hearing that is sufficient to suggest a major change in evaluation of the matter.

b. Primary Grievances: When a grievance does not fall within the jurisdiction of any one School or College, it shall be addressed directly by the Executive Committee of the Faculty Senate.

c. In cases when the parties disagree as to the jurisdiction of the grievance, the Executive Committee of the Faculty Senate shall make the final determination.

4. Procedures for University Level Grievances

The following procedures apply to both Appeals and Primary Grievances, both of which are defined as University Level Grievances in the subsequent language defining procedures:

a. To initiate a University Level Grievance, be it an appeal or primary grievance, the faculty member must file a formal complaint (using Grievance Form A) with the Chairperson of the Executive Committee through the Office of the Faculty Senate. The Chairperson will notify the Executive Committee of the complaint. If the Executive Committee decides that the complaint warrants mediation, it will send the complaint to the Chairperson of the University Faculty Affairs Committee. In discrimination complaints, if contacted first, the Chairperson of the Executive Committee will direct the faculty member to the Director of Affirmative Action.

1. The Chairperson of the Faculty Affairs Committee shall then seek to arrange for resolving the conflict through mediation. The process of mediation shall be voluntary, private, and confidential, led by an impartial third faculty member who has had mediation training supported by the Office of the Provost and Vice President for Academic Affairs.

2. Upon completion of the mediation process, the mediator will submit to the Chairperson of the Faculty Affairs Committee any agreement, in writing, reached by the primary parties. If agreement is reached, the Chairperson of the Faculty Affairs Committee will report the agreement to the Executive Committee and the Provost and Vice President for Academic Affairs. The matter will be considered complete, and a record of it will be filed in the participating members' personnel files and in the files of the Office of the Faculty Senate.

3. If no agreement is reached, the Chairperson of the Faculty Affairs Committee will report this result to both the Chairperson of the Executive committee and the Provost and Vice President for Academic Affairs. The period during which a dispute is in mediation shall not count in the time limits for when a grievance hearing shall be convened.

4. If the mediation is unsuccessful and the Executive Committee of the Faculty Senate determines that the grievance is within its jurisdiction and warrants a hearing, the Executive Committee shall direct the Chairperson of the University Faculty Affairs Committee to convene a grievance committee drawn from a grievance pool.

b. If the faculty member elects to waive a hearing, the grievance committee will base its findings solely on evidence submitted by the parties involved in the allegations.

c. If the faculty member elects a hearing before the grievance committee, the specific procedures for the hearing are outlined below in item 5.

d. After the hearing, the grievance committee will deliberate and submit its findings, conclusions, and recommendations through the Office of the Faculty Senate to the Faculty Senate Executive Committee, the Provost and Vice President for Academic Affairs, and the President, using Form A.

5. University Level Grievance Hearings

a. The University Faculty Affairs Committee will establish and maintain a pool of 20 or more tenured faculty to serve for three (3) years as Grievance Committee members for faculty grievances. Members of the pool will be selected by a stratified random sample based on proportion from the tenured faculty, including department chairs, in proportion to numbers in rank. The pool shall be representative of the University's faculty and include members of the federally defined protected classes. The Provost and Vice President for Academic Affairs in cooperation with the Chairperson of the Executive Committee will provide for annual training of the Grievance Committee members.

b. Within ten (10) working days of notification of a formal hearing by the Chairperson of the Executive Committee, a Grievance Committee will be formed. The Chairperson of the Faculty Affairs Committee (FAC) will randomly select nine (9) persons from the Grievance Committee pool for possible membership on the Grievance Committee. Any person selected may remove him/herself from consideration for a possible conflict of interest. Should this occur, the FAC Chairperson will select another name from the pool, offering the newly chosen person the opportunity to remove him/herself for possible conflict of interest. This process will be repeated, if necessary, until nine (9) potential Grievance Committee members are named. The FAC Chairperson will then offer each party to the dispute the opportunity to identify up to two persons apiece for removal from the Committee. If more than five (5) persons remain after this exclusion process is completed, the FAC Chairperson will select names at random from the remaining group in order to reduce the Committee to five (5) members. Once the Grievance Committee has been established, the FAC Chairperson will conclude his/her formal involvement in the grievance process by convening an initial meeting of the Grievance Committee, transmitting the complainant's grievance materials to the Committee and to the respondent (see section 5c below), and informing the complainant and respondent of the Committee's membership. The Committee will elect its own Chairperson. A Committee member must be present at both the grievance proceedings and the final Committee deliberations in order to cast a vote.

c. During the same ten (10) working days, the complainant should prepare and submit materials to the Chairperson of the Faculty Affairs Committee. Materials submitted by the complainant should contain everything deemed relevant to the dispute, including a list of witnesses and suggested questions to ask of both sides.

d. Upon notification of a grievance hearing from the Grievance Committee, the respondent will have ten (10) working days to submit materials, a list of witnesses, and questions.

The Grievance Committee has the right to request additional materials and to call additional witnesses. All written materials submitted to the Grievance Committee will be shared by both parties before the formal hearing begins. The Chairperson will call for a hearing within thirty (30) calendar days of the Committee's receiving a formal complaint. If needed, the Committee may decide to extend this period up to ten (10) working days.

e. The Grievance Committee Chairperson will call the meeting to order. The meeting will be recorded and the minutes transcribed for the record by a qualified person hired from outside the University community. These proceedings will be closed and no legal representation will be present. Both sides in the dispute shall be apprised in writing of the rules and procedures to be followed, including statements that these are not proceedings at law. Each party to the dispute may choose one (1) tenured current or emeritus faculty member as an advisor and may confer with that advisor before answering a question during the hearing.

f. The complainant will have ten (10) minutes per respondent up to a maximum of thirty (30) minutes to present his/her case. The Grievance Committee will then direct questions to the complainant.

g. The respondent(s) will each have ten (10) minutes to present his/her case up to a maximum of thirty (30) minutes. When there is more than one respondent, the respondents may elect to consolidate their allotted time and choose a spokesperson. The Grievance Committee will then direct questions to the respondent(s).

h. The Chairperson of the Grievance Committee will then call witnesses. No advisor will be allowed to be called as a witness. Only one (1) witness shall be present in the hearing room at a time. The Committee will recall witnesses if needed. The Committee may accept a written, notarized statement if necessary. Included in the statement should be an explanation of why the witness is unable to appear in person. Only questions by Grievance Committee members will be permitted during the proceedings. The members have the right to use or disregard questions previously submitted by the parties concerned, and ask questions not suggested by the parties. The parties have the right, during the proceedings, to suggest additional questions. These suggestions should be passed to the Chairperson, who shall have the responsibility of determining whether the questions should be asked. The Chairperson may solicit advice on these matters from other members of the committee. The Chairperson may limit such suggestions if they appear excessive. These rules hold as well for the questioning of witnesses.

i. The respondent(s) will each have (10) minutes to summarize his/her case up to a maximum of thirty (30) minutes. When there is more than one respondent, the respondents may elect to consolidate their allotted time and choose a spokesperson. The complainant will then be allowed ten (10) minutes per respondent up to a maximum of thirty (30) minutes to summarize his/her case.

j. Within seven (7) working days after completion of the hearing, the Grievance Committee will meet to render its findings, conclusions, and recommendations. The results shall be reached on the basis of a simple majority of the Grievance Committee. Dissenting opinions may be included in the Committee's report. The Chairperson of the Grievance Committee shall forward its decision through the Faculty Senate Office to each party and to the Faculty Senate Executive Committee, the Office of the Provost and Vice President for Academic Affairs, and the President.

k. Once the findings, conclusions, and recommendations have been forwarded to the Provost and President, the Grievance process is completed. The President will consider the material forwarded and will make a final written determination. If the President's decision is counter to any or all of the recommendations of the governance committees then such written determination shall include an articulated basis for the President's decision.

l. All material connected with the hearing shall be kept in the Office of the Faculty Senate for five (5) years after the decision.

Agreement
between
Indiana State University
And
Barnes & Noble College Bookstores, Inc.

1. Engagement of Barnes & Noble:

Indiana State University hereby engages Barnes & Noble College Bookstores, Inc. ("Barnes & Noble") to operate and provide services, as described in RFP# B1000024, on the terms and subject to the conditions set forth herein, and Barnes & Noble hereby accepts such engagement.

2. Term, Termination and Amendment:

This agreement shall govern the relationship between **Indiana State University** and Barnes & Noble with regard to the Bookstore for the period July 1, 2000 through June 30, 2004. With an option to renew for two (2) additional periods, each of up to four (4) years in duration unless terminated by either party by giving ninety (90) days written notice to the other party at any time after the first three (3) months of operation of the Bookstore by Barnes & Noble pursuant to this agreement. Notice of desire to terminate this agreement shall be sent in writing by certified mail to C. Reed Kidder (with a copy sent to the Director of Purchasing) for **Indiana State University** and Patrick Maloney, Vice President of Stores and Operations for Barnes & Noble.

No change, modification or amendment of this agreement shall be valid unless the same shall be in writing and signed by both parties hereto.

3. Indiana State University Shall Provide to Barnes & Noble at Indiana State University's Expense:

- a. Heat, light, and air conditioning equipment as is reasonably required for operation of the Bookstore.

- b. Access to campus telephones and campus telephone service.

-
- c. All repairs and maintenance for the building and the physical structure in which the Bookstore is located.
 - d. Trash removal.
 - e. All debit or credit card or other financial services made available by **Indiana State University** to its students.

4. Environmental Matters:

To the best of its knowledge, **Indiana State University** is not aware of any health or environmental problems which currently exist or are likely to develop in the building or physical facility which houses the Bookstore. **Indiana State University** shall be responsible for remedying promptly any health or environmental problem at the Bookstore, other than those caused by Barnes & Noble and notifying Barnes & Noble accordingly.

5. Barnes & Noble Shall Provide to Indiana State University at Barnes & Noble's Expense:

All operating expenses of the Bookstore other than those described in Section 3 above including those related to:

- a. Employees, including payroll and payroll system costs, and employee benefits.
- b. Bill paying and accounting, including sales tax reporting and payment.
- c. Maintenance and repair of all equipment.
- d. General custodial services.
- e. Loss prevention services.
- f. All applicable federal, state and local taxes.

6. Insurance:

Barnes & Noble shall procure at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the Bookstore:

-
- a. Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
 - b. Comprehensive General Liability Insurance subject to \$3,000,000 limits.
 - c. Property Damage Liability Insurance in the amount of \$1,000,000.
 - d. Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence and \$50,000 property damage.
 - e. Barnes & Noble also maintains an umbrella policy which incorporates automobile insurance.

At the request of **Indiana State University**, Barnes & Noble shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble shall save **Indiana State University** harmless from claims which may arise in connection with the operation of the Bookstore facilities specified herein and sales of products or performance of any service under this contract or injuries or death caused by Barnes & Noble vehicles on and immediately adjacent to the Bookstore premises, except for claims caused by **Indiana State University** or any of its employees, agents or representatives, for which **Indiana State University** shall save Barnes & Noble harmless.

Barnes & Noble's insurance policies for the Bookstore shall name **Indiana State University** as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured, and shall contain covenants requiring thirty (30) days written notice to **Indiana State University** before cancellation, reduction, or other modification of such coverage. These policies shall be primary and noncontributing with any insurance carried by **Indiana State University** and shall contain a severability of interests clause with respect to gross liability, protecting each named insured as though a separate policy has been issued to each.

Barnes & Noble agrees to furnish a performance bond in the amount \$100,000. This bond will be issued each year of the contract period or for a period of time to cover the contract period.

7. Compliance With All Laws:

Barnes & Noble shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

8. Management and Staff:

Barnes & Noble shall staff the bookstore with adequate numbers of experienced and qualified managerial and clerical personnel. The University reserves the right to be considered in the interviewing and selection of all management personnel hired by the contractor.

- a. **Indiana State University** bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to **Indiana State University**. Barnes & Noble will comply with written requests by **Indiana State University** to remove or reassign store personnel for good cause.

9. Staff Relations, Wages, and Benefits:

Barnes & Noble shall be responsible for the wages and benefits of all of its employees at the Bookstore. Barnes & Noble will employ students of **Indiana State University** at the Bookstore whenever reasonably possible.

10. Calendar of Operating Hours:

Barnes & Noble shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official **Indiana State University** calendar and in mutual agreement with **Indiana State University** in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two weeks of the fall and spring semesters, and the first week of each summer session.

11. Book Orders and Deadlines:

Barnes & Noble shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore manager shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a. On or before October 1 for the spring semester.

-
- b. On or before March 1 for the summer sessions.
 - c. On or before March 15 for the fall semester.

Barnes & Noble shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. **Indiana State University** shall not be responsible for compiling, nor shall it maintain, a list of such adoptions

12. Booklist

In the course of providing the services contracted for in this contract, Barnes & Noble collects certain information from the faculty on its Course Book Information forms. Barnes & Noble also creates a computer database containing, among other things, course book information. These forms and the database are Barnes & Noble's proprietary information, created at substantial cost and expense to Barnes & Noble and used in connection with its business, the retail sale of textbooks.

Should **Indiana State University** require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), Barnes & Noble will work with the Indiana State University Controller's Office to provide the necessary documentation to meet the requirements for Freedom of Information.

Subject to the "exclusive campus bookseller provision" set forth below, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

13. Services Expected:

Barnes & Noble shall operate the Bookstore as an independent contractor and with its own credit, with the facility and equipment agreed upon. Services of the Bookstore shall include the following:

- a. The Bookstore shall be **Indiana State University's** exclusive buyer and seller of all required, recommended or suggested course materials and tools, including books, course packs, and materials published or distributed electronically. The Bookstore shall be **Indiana State University's** preferred on-line and Internet seller of the same products.

As used in this Agreement, "Internet" includes the World Wide Web and any proprietary on-line service (e.g., America On Line). Barnes & Noble will provide on-line services through our web site.

- b. Indiana State University will guarantee payments for charge sales of Indiana State University departments. Any balances over 90 days will be subject to 1% interest per month.
- c. The Bookstore shall also be **Indiana State University** preferred "on-campus" and preferred Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a **Indiana State University** emblem, logo, insignia or other identifying mark.
- d. The Bookstore shall be the exclusive on-campus agent for the rental and/or sale of graduation caps and gowns and commencement invitations.
- e. The Bookstore shall have non-exclusive rights to manage all service programs customarily handled by college bookstores such as magazine subscription and credit card application programs, if not in conflict with any Indiana State University agreement/contract. Revenue generated from all such programs shall be commissionable.
- f. Barnes & Noble will provide custom publishing services for **Indiana State University**. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- g. Barnes & Noble shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.

Barnes & Noble shall provide charge sales for supplies for **Indiana State University** departments and offices at 20% discount. Payments for such charge sales shall be guaranteed by **Indiana State University** and

payable within 30 days. Any balances over 90 days will be subject to 1% interest per month.

- h. Barnes & Noble will allow full-time faculty and staff of **Indiana State University** a 10% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- i. If **Indiana State University** accepts advertising for any of its materials or publications that it distributes or makes available to its students, including without limitation any course offering list, or if **Indiana State University** permits tabling or other third-party promotional activities at any event sponsored by **Indiana State University** or located on the **Indiana State University** campus, **Indiana State University** agrees that:
 - (a) it shall give the Bookstore reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities;
 - (b) the Bookstore shall have the right to place its desired advertising in such materials and to participate in such tabling or other promotional activities; and

14. Used Book Purchase and Resale:

Barnes and Noble shall buy books from **Indiana State University** faculty, staff and students at the following prices:

- a. When the Bookstore has been notified that the book will be used at **Indiana State University** the following semester: 50% of the selling price (provided the book is a good used copy) until the Bookstore has filled its quota.
- b. A national wholesale price will be paid when such notification has not been received, if the book is not being used in the following academic term or the publisher has announced the release of a new edition of the book.

-
- c. Used books in good condition will be sold by Barnes & Noble at 25% less than the new selling price.

15. Policy Posting:

Barnes & Noble shall post conspicuously and without equivocation Bookstore policies concerning refunds, buybacks, and exchanges.

16. Refunds and Exchanges:

Barnes & Noble shall offer refunds and exchanges as follows:

a. Textbooks:

The Bookstore will issue refunds in the original form of payment for textbooks purchased at the Bookstore if returned in the original condition, with a valid receipt and within the first (one) week of classes. Within 30 days of the first day of classes, textbooks will be refunded with a valid receipt and a signed add/drop slip.

b. General Merchandise:

The Bookstore will issue refunds in the original form of payment any time during the semester for general merchandise purchased at the Bookstore if returned in the original condition and with a valid receipt. If without a receipt, a merchandise credit will be issued at the lowest selling price. Cash back on merchandise credits will not exceed \$10.00.

Refunds or Exchanges will not be issued for the following items: custom course materials, outlines, study guides, school guides, magazines and prepaid cards. Software must be unopened for exchange or refund. Opened software may be exchanged for the identical item only.

17. Repurchase of Inventory:

Indiana State University shall repurchase Barnes & Noble's saleable inventory at cost in the event of cancellation of this agreement, in the same manner as purchased by Barnes & Noble.

18. Sales Markup Basis:

Barnes & Noble represents that the sale markup basis at the Bookstore will be as follows:

- a. New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25% gross margin on net priced books, inclusive of restocking fees, return penalties or other surcharges.

- b. Used textbooks will be sold at 25% less than the new selling price.
- c. Course packs and textbooks purchased from publishers with restrictive, non-returnable text policies will be priced at up to a 30% gross margin.
- d. School supplies will be priced at or below manufacturers' suggested retail prices.

Barnes & Noble shall, upon request, provide proof of conformity to pricing policies as specified herein.

19. Guaranteed Payment/Percentage of Sales:

On an annualized basis, Barnes & Noble will pay **Indiana State University** the following guaranteed payment *or* the applicable percentage of gross sales at the Bookstore, whichever is greater.

Guaranteed Amount

\$335,000 each year *

or

8.5% of all gross sales up to \$4 million

and

9.5% of all gross sales from \$4 to \$5 million

and

10.5% of all gross sales over \$5 million

*Note: The guaranteed payment includes the Common Area Maintenance Fee

In any contract period that is less than a complete year, the payments shall be based on the percentage of gross sales at the Bookstore.

(Gross sales shall be defined as all sales at the Bookstore less voids, refunds, sales tax, discounted sales, such as departmental sales, discounted faculty/staff sales, pass-through income, sales through MBS Direct and any uncollected sales, etc.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e. decrease 5% or more), online textbook sales, or other reasons outside of the control of Barnes & Noble, **Indiana State University** agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the guaranteed payments and applicable percentages set forth above.

During any period of major construction when the bookstore is meaningfully disrupted by construction, Barnes & Noble will pay the school according to the percentage formula only.

20. Renovations:

Barnes & Noble will spend up to \$300,000 to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble will depreciate this investment on a straight-line basis over the 4-year period of this agreement. Should **Indiana State University** cancel or fail to renew this agreement before the end of that period, then **Indiana State University** shall reimburse Barnes & Noble for any amount of the investment not yet depreciated.

21. Reserve Fund:

Barnes & Noble will commit \$25,000 annually to an **Indiana State University** Bookstore Reserve Fund. These funds will be used to enhance bookstore services and marketing efforts to the **Indiana State University** community. **Indiana State University** representatives and Barnes & Noble local management will jointly determine how the proceeds of this fund will be spent. Any unspent funds will revert back to **Indiana State University** at the end of each contract year.

22. Scholarships:

Barnes & Noble agrees to make an annual unrestricted gift of \$12,000 to **Indiana State University** in support of the University scholarship programs, general operating funds, or other uses as deemed appropriate by **Indiana State University**.

23. Payment Schedule:

Applicable guaranteed payments as set forth above hereof shall be made quarterly by Barnes & Noble to **Indiana State University** and shall be paid within thirty (30) days after the close of the quarter in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth above.

Each payment shall be accompanied by a detailed statement of its computation and Barnes & Noble shall furnish supporting documentation to **Indiana State University** upon request.

24. Access, Records, and Cash Registers:

Indiana State University shall have full access at all times to the Bookstore records, including all cash registers being used by Barnes & Noble, with or without notice. Cash register control totals will be used to verify the cash sales reported. In addition, all registers shall have:

- a. Cumulative, non-resettable counters of either the total reset-clearings or the total cumulative activity.
- b. Receipt and detail tape provisions.
- c. A display window for customer viewing.
- d. Provide Indiana State University with a copy of the bookstore's monthly profit & loss statement and a breakdown of sales by category.

25. Benefit and Binding Effect:

This agreement shall be binding upon and shall inure to the benefit of **Indiana State University** and Barnes & Noble and their successors and assigns.

26. Headings; Interpretation:

The headings used in this agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this agreement of the terms “include,” “includes,” “including,” and “such as” shall be deemed in all cases to be followed by the words “without limitation.”

When used in this agreement Indiana State University includes all segments of the institution including all alumni, athletic and academic departments.

27. Severability:

The presence in the text of this agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this agreement. The effect of any such holding shall be confined to the portion so held invalid.

IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.

Indiana State University

By: _____

Name: _____

Title: _____

Date: _____

Barnes & Noble College Bookstores, Inc.

By: Patrick Maloney

Name: PATRICK MALONEY

Title: V.P. STORES OPERATIONS

Date: 5/23/00

BN:lo: ver. MSW. February 17, 2000

INDIANA STATE UNIVERSITY
CALENDAR 2002-2003

Fall Semester 2002

August 15, Thursday	Opening Day for Returning Faculty and 9-Month Staff
August 17, Saturday	Residence Halls Open
August 18, Sunday	New Student Orientation
August 19-20, Monday-Tuesday	Advisement/Late Registration
August 21, Wednesday	Classes Begin
September 2, Monday	Labor Day, University Closed
October 18, Friday (October 25, Friday - Alternate Fall Break)	Fall Break, No Classes
November 27-29, Wednesday-Friday	Thanksgiving Break, No Classes
November 28-29, Thursday-Friday	University Closed
December 2, Monday	Classes Resume
December 2-6, Monday-Friday	Study Week
December 9-13, Monday-Friday	Final Exams
December 14, Saturday	Commencement
December 17, Tuesday	Final Grades Due in Registrar's Office
December 24-January 1, Tuesday-Wednesday	Winter Recess, University Closed

Spring Semester 2003

January 9, Thursday	Residence Halls Open
January 10, Friday	New Student Orientation
January 13, Monday	Advisement/Late Registration
January 20, Monday	Classes Begin
	Martin Luther King, Jr. Day, University Closed
March 17-21, Monday-Friday	Spring Break, No Classes
April 28-May 2, Monday-Friday	Study Week
May 5-9, Monday-Friday	Final Exams
May 10, Saturday	Commencement
May 13, Tuesday	Final Grades Due in Registrar's Office

Summer I 2003

May 12, Monday	Advisement/Registration (3 week/8 week)
May 13, Tuesday	Classes Begin (3 week/8 week)
May 26, Monday	Memorial Day, University Closed
May 30, Friday	End Three Week Session
June 2, Monday	Advisement/Late Registration/5 Week Classes Begin (5 week)
July 3, Thursday	Summer I Ends
July 4, Friday	Independence Day, University Closed
July 8, Tuesday	Final Grades Due in Registrar's Office

Summer II 2003

July 7, Monday	Advisement/Late Registration
July 8, Tuesday	Classes Begin (5 week)
August 8, Friday	Summer II Ends
August 12, Tuesday	Final Grades Due in Registrar's Office

SECTION I
Exhibit L
June 16, 2000

IN MEMORIAM

VICTOR H. JONES

WHEREAS, Victor H. Jones, Professor Emeritus of English, died on the tenth day of May, two thousand and;

WHEREAS, Victor H. Jones had given loyal and devoted service to Indiana State University for twenty eight years and had gained the respect and affection of students and colleagues who knew him as a scholar, teacher and friend;

THEREFORE, BE IT RESOLVED, that the Indiana State University Board of Trustees by this Resolution expresses to his family deep sympathy and condolence and further expresses gratitude and profound respect for the superior service and inspiration which he gave to the students and faculty and to the University; and

BE IT FURTHER RESOLVED, that this Resolution be spread on the records of the minutes of the Indiana State University Board of Trustees, and that a copy thereof be duly executed and transmitted to his family.

ADOPTED BY THE INDIANA STATE UNIVERSITY BOARD OF TRUSTEES
THIS SIXTEENTH DAY OF JUNE, TWO THOUSAND.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made among the Trustees of Indiana State University, a political subdivision of the State of Indiana with principal offices in Terre Haute, Indiana (“ISU”), the Trustees of Indiana University, a political subdivision of the State of Indiana with principal offices in Bloomington, Indiana (“IU”), and Union Hospital, Inc., an Indiana non-profit entity with principal offices in Terre Haute, Indiana (“Union”), to wit:

RECITALS

- A. The Indiana University Terre Haute Center for Medical Education (“IUTCME”) was established by IU on the campus of ISU to better serve the needs of the citizens of Indiana by making medical education more accessible.
- B. To this end, ISU provided capital facilities to house the operations of the IUTCME, and IU provided faculty and administered the program for the first two years of its curricula for medical school.
- C. Both ISU and IU have worked together to provide accessible medical education cooperatively and successfully for many years.
- D. Union has been a long-time partner with both IUTCME and ISU by working with the IUTCME medical students and the ISU nursing students to help provide quality clinical environments for such students to thrive in their educational experience. In 1992 Union created the Midwest Center for Rural Health (MCRH) to further the training of residents in family practice, medical students, and other allied health personnel in rural medicine.
- E. ISU currently operates a clinical nursing program in a building owned by ISU, constructed on land owned by Union, in which ISU holds a long-term lease (hereinafter the “ISU Nursing Facility”). Union has offered to purchase ISU’s interest in the ISU Nursing Facility for the appraised value of the ISU Nursing Facility, which is \$1,250,000. ISU will allocate the whole proceeds from the sale of its interest in the ISU Nursing Facility to the project described herein.
- F. IU has been allocated \$2,800,000 by the Indiana legislature to upgrade IUTCME facilities, and it is the intention of IU to do so by utilizing space in a new facility near Union. The facility would house IU’s second- and third-year program, ISU’s nursing clinical program, and space for the use of Union. It is the desire of IU to retain its non-clinical, first-year IUTCME program on the campus of ISU.

- G. Subsequent to the allocation noted in F., above, by the Indiana Legislature, Union requested funding and was successful in obtaining an appropriation for \$906,198 through the Department of Health and Human Services for the project described herein. An additional \$1,800,000 has been requested through the same process.
- H. A private donor has been solicited for \$3,000,000 for the project described herein.

AGREEMENT

1. **Facility to be Built.** A new facility will be built on the campus of Union which will house the IUTCME, the ISU Clinical Nursing Program and Union's MCRH (the "Facility"). A description of the Facility is attached hereto as Exhibit "A," and is hereby incorporated by reference.
 - A. **Contribution to Construction Costs of Facility.** It is contemplated that the approximate cost of the facility will be from \$4.6 million to \$7.6 million dollars.
 - i. IU has been allocated \$2.8 million by the Indiana State legislature. IU will contribute \$2.5 of this total allocation to construction costs of the Facility. The remaining \$300,000 of the total allocation will be used by IU to renovate facilities currently used by IUTCME on the ISU campus.
 - ii. ISU will sell the remaining leasehold on the ISU Nursing Facility located on the campus of Union to Union for its appraised fair market value, which is \$1.25 million, and Union agrees to purchase the same for the appraised fair market value. ISU will invest the proceeds in the Facility.
 - iii. Union has successfully attained an appropriation through the Department of Health and Human Services in the amount of \$906,198. An additional appropriation of \$1.8 million has been sought, and if funded, will also be contributed to the Facility.
 - iv. Union shall also contribute parking accommodations for the Facility. Union shall retain ownership of the land where the parking lot for the Facility shall be located, and shall improve the land to provide suitable parking for the Facility.

2. **Ownership of the Building and Site.** The Facility shall be constructed on land owned by Union. ISU shall own the Facility and will serve as its sole fiscal manager, both during construction and on an ongoing basis. ISU shall hold a lease on the land for a term of fifty (50) years, with options to renew, in exchange for its \$1.25 million investment, referred to in Paragraph 1.A.ii., above. Union shall hold lease on space in the Facility for a term of fifty (50) years, with options to renew, in exchange for its contribution of funds obtained through Senator Lugar's office, as referred to in Paragraph 1.A.iii. and iv., above. IU shall hold a lease on space in the Facility for a term of fifty (50) years, with options to renew in exchange for its initial investment of \$2.5 million, referred to in Paragraph 1.A.i., above.
3. **Signage.** All three parties shall have the opportunity to attach signage.
4. **Provision of Services for Routine Maintenance, Security, and Housekeeping.** Union shall provide security and housekeeping services for the Facility. ISU shall provide routine maintenance services for the Facility.
5. **Routine Maintenance, Housekeeping, Security, and Utilities to be Pro-rated.** All tenants of the Facility shall be obligated to pay their share of routine building maintenance, housekeeping, security and utilities. During the first year of use, such allocation shall be made on a pro-rated basis based on square feet of occupancy. Thereafter, usage records shall be kept to calculate reimbursement of costs on actual usage where possible. In any case where it is impossible to determine an allocation based on actual usage, such as in common areas, such allocation shall continue to be on a pro-rata basis.
6. **Capital Repair.** The parties shall jointly decide when to perform items of capital repair, and shall decide what kind of such repair shall be undertaken. The tenants of the Facility shall be responsible to pay for such capital repair based upon pro-rated square footage occupancy of the Facility. Any funds available from the State of Indiana for items covered by this Paragraph 6., and which are allocable to the Facility shall be used before pro rata contribution from the tenants is sought.
7. **Scheduling.** Scheduling will be done by the assigned secretary reporting to the Director of the IUTCME, consistent with the policies developed by the parties. The scheduling institution (IUTCME) may be changed at any time upon the joint request of any two of the representatives on this committee.
8. **Facilities Policies Appeals Committee.** There shall be a committee of three individuals, one from Union, one from IUTCME, and one from ISU, to function as a facilities policies appeals committee. This committee shall be

the appellate body in the case there arises disagreement as to space usage or any other common issue affecting use of the facility.

9. **Reversion of the Facility.** If the Facility ceases to be used by ISU and/or IU for medical or nursing education, then Union shall have the right to purchase that portion of the Facility that is no longer so used at its then-appraised fair market value, reduced by the portion of Union's initial investment allocable to the portion of the Facility being purchased. Union shall have the sole discretion to, or not to, make such purchase.
10. **Location of Parking.** Parking provided by Union, as provided in Paragraph 1.A.iv., above, shall initially be located immediately South of the Facility. Union reserves the right to move such parking to another location, but shall provide comparable parking for use of Project occupants.
11. **Assignment.** No party may assign this Memorandum without the express written consent of the other parties.
12. **Integration.** This Memorandum sets forth the understanding among the parties, and fully supersedes any and all prior conversation, agreements, or understandings between the parties. This Memorandum may only be modified by a writing executed by each of the Parties.
13. **Notice.** Any notice, requests, instruction or other document to be given hereunder to any party shall be in writing and delivered by hand, registered or certified United States mail, return receipt requested, or other form of receipted deliver, with all expenses of delivery prepaid, as follows:

If to IUTCME: The Trustees of Indiana University
 C/o Indiana University Real Estate Department
 530 East Kirkwood Avenue, Suite 204
 Bloomington, IN 47408-4003

If to ISU: Office of Legal Affairs
 Condit House, 201
 Indiana State University
 Terre Haute, IN 47809

If to Union: B. Curtis Wilkinson
 WILKINSON, GOELLER, MODESITT
 WILKINSON & DRUMMY
 333 Ohio Street

P.O. Box 800
Terre Haute, IN 47808-0800

14. **Governing Law.** This Memorandum shall be construed in accordance with the laws of the State of Indiana.

15. **Approval.** Any obligations set forth herein of any of the parties to this Memorandum is subject to review of and obtaining the necessary approvals for the final lease documents needed to effect the arrangements described herein by the parties' governing boards.

16. **Counterparts.** This Memorandum may be executed in several counterparts, each of which when signed by each of the parties shall constitute a duplicate original.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of this day and year first above written.

For Union Hospital

By: _____
David R. Doerr
President

For Indiana State University:

By: _____
John W. Moore,
President

For Indiana University

By: _____
Stephen Miller,
Treasurer

SECTION III

JUNE 16, 2000

PERSONNEL

Recommendation: Approval of all the items in this section.

On a motion by Mr. Stelle, seconded by Mr. Wooden, the recommendation was approved.

A. FACULTY

1. Appointments

Full-time Appointments

(effective August 16, 2000, unless otherwise stated)

Michael Angilletta; Assistant Professor, Department of Life Sciences; Ph.D., University of Pennsylvania; salary \$44,000.

Eugene Bechen; Assistant Professor, Department of Music; M.A., University of Iowa; salary \$35,300.

Alden Cavanaugh; Assistant Professor of Art History, Department of Art; Ph.D., University of North Carolina at Chapel Hill; salary \$37,000.

Michael Chambers; Assistant Professor, Department of Political Science; Ph.D., Columbia University; salary \$38,500.

Laurel Cummins; Assistant Professor of French, Department of Foreign Languages and Literatures; Ph.D., Indiana University; salary \$37,000.

Concetta DePaolo; Assistant Professor of Decision Systems, Analytical Department; M.Phil., Rutgers University; salary \$57,500.

Mahfuzul Haque; Assistant Professor, Analytical Department; Ph.D. University of New Orleans; salary \$69,000.

Rhonda Vickery Impink; Assistant Professor, Department of Social Work; Ph.D., University of Texas; salary \$44,000.

Linda Janosko; Assistant Professor, Department of Theater; M.F.A., Northern Illinois University; salary \$36,000.

Julie Knapp; Assistant Professor, Department of Recreation and Sport Management; Ph.D., Indiana University; salary \$37,300.

Jeffrey Owen; Assistant Professor, Department of Economics; B.A., Gustavus Adolphus College; salary \$42,800.

Thomas Potter; Assistant Professor, Department of Music; M.M, Indiana University; salary \$38,000.

Joshua Powers; Assistant Professor, Department of Educational Leadership, Administration, and Foundation, M.S., Indiana University; salary \$37,800.

Susan Schreiner; Senior Assistant Librarian with primary responsibilities as Lending Services Librarian, Library Services; M.L.I.S., University of California, Los Angeles; salary \$42,000 per fiscal year, prorated from the effective date of June 1, 2000; same salary to continue for the 2000-2001 fiscal year.

One Year Appointments
(effective August 17, 2000)

Gregory Arbuckle; Instructor, Department of Industrial and Mechanical Technology; salary \$31,500.

Stephanie Oxendale; Assistant Professor, Department of History; salary \$26,800.

Alan Phillips, Jr.; Assistant Professor, Department of Educational Leadership, Administration, and Foundations; salary \$30,900.

Peggy Weber; Instructor, Department of Social Work; salary \$33,700.

Temporary Part-time Appointments, 2000 Spring Semester
(effective January 6, 2000)

Orville Alexander; Lecturer II, Organizational Department; three hours; salary \$1,800.

Robert Bozarth; Professor Emeritus, Department of Life Sciences; three hours; salary \$2,100.

Denise Gilham; Lecturer II, Associate Degree Nursing Department; 12.7 percent time; salary \$918.

Katherine Hand; Lecturer II, Associate Degree Nursing Department; 12 percent time; salary \$840.

Joe Houghtelin; Supervisor of Student Teachers, Department of Curriculum, Instruction, and Media Technology; twelve hours; salary \$9,000.

Karen E. Phillips; Lecturer II, Associate Degree Nursing Department; 14 percent time; salary \$1,038.

Kim Simpson; Lecturer II, Associate Degree Nursing Department; six percent time; salary \$480.

Nathaniel Truedell; Lecturer III, Department of African and African American Studies; one hour; salary \$1,000.

2. Changes of Status and/or Rate

Lowell Anderson; Department of Industrial Technology Education; change in retirement leave from the spring semester of the 1999-2000 academic year to the fall semester of the 2000-01 academic year; retirement effective December 16, 2000.

Michele Boyer; from Professor to Chairperson and Professor, Department of Counseling; salary \$65,000 for the 2000-01 academic year; effective August 17, 2000.

H. Scott Davis; Library Services; change in leave of absence from January 1, 2001 through June 30, 2001 to May 1, 2000 through August 16, 2000.

Paula Frank; from Chairperson of the Baccalaureate and Higher Degree Nursing Department and Professor of Nursing to Professor of Nursing, Baccalaureate and Higher Degree Nursing Department; effective May 6, 2000.

Ngoba Maloba; change in leave of absence from the fall semester of the 2000-01 academic year to the fall semester of the 2001-02 academic year; and from Associate Professor to Chairperson and Associate Professor, Department of Electronics and Computer Technology; salary \$60,000 for the 2000-01 academic year; effective August 17, 2000.

Richard V. Pierard; Department of History; change in retirement leave from the spring semester of the 1999-2000 academic year to the fall semester of the 2000-01 academic year; retirement effective December 16, 2000.

3. Tenure

(effective August 16, 2001, unless otherwise stated)

Ann Cockerham, Library Services, effective July 1, 2001

Bryon Greenlaw, Department of Aerospace Technology

Penelope Kyker, Library Services; effective July 1, 2001.

Nancy C. Lawrence, Department of Health and Safety

Joseph Meert, Department of Geography, Geology, and Anthropology

Carmen Montanez, Department of Foreign Languages and Literatures

Todd Whitaker, Department of Educational Leadership, Administration,
and Foundations

Richard Zielinski, Department of Music

4. Resignation

Adrian Tio; Department of Art; effective May 6, 2000.

5. Retirement

David Johnson; Department of Humanities; retirement leave during the spring semester of the 2000-01 academic year; effective May 5, 2001.

6. Non-Reappointments

Michelle Sandrey; Assistant Professor, Department of Athletic Training;
effective May 5, 2001.

Gary Solano; Assistant Professor, Department of Manufacturing and
Construction Technology; effective May 5, 2001.

7. Faculty Promotions
(effective August 17, 2000, unless otherwise stated)

To Senior Assistant Librarian

Melody Allison, Library Services, effective October 1, 2000

Valentine Muyumba, Library Services, effective October 1, 2000

To Associate Professor

Deborah Barnhart, Associate Degree Nursing Department

Stanley Evans, Department of English

Valentina A. French, Department of Physics

Rocco Gennaro, Department of Philosophy

Robert Jajcay, Department of Mathematics and Computer Science

Carmen Montanez, Department of Foreign Languages and Literatures

Dale Ann O'Neal, Baccalaureate and Higher Degree Nursing Department

Sharron Pollack, Department of Art

Susan Powers, Department of Curriculum, Instruction, and Media Technology

Ming Zhou, Department of Industrial and Mechanical Technology

Richard Zielinski, Department of Music

To Professor

Shanaka de Silva, Department of Geography, Geology, and Anthropology

Thomas Derrick, Department of English

Randall Mitchell, Department of Music

Karen Rutherford, Department of Family and Consumer Sciences

James Slutz, Department of Music

Mark Stimley, Department of Communication Disorders and Special Education

Joseph P. Tenerelli, Department of Communication

B. ADMINISTRATION

1. Full-Time Appointments

Frederick Clark; Facilities Engineer, Hulman Center; salary \$37,500 per fiscal year, prorated from the effective date of May 22, 2000.

Jamie Clouse; Staff Benefits Manager; salary \$29,000 per fiscal year, prorated from the effective date of May 15, 2000.

Connie L. Flood; Assistant Director of Annual Giving, University Development; salary \$32,000 per fiscal year, prorated from the effective date of June 5, 2000.

William Mercier; Director, Public Safety; salary \$69,000 per fiscal year, prorated from the effective date of June 5, 2000.

Thomas Jeffrey Pohlen; Director of Advancement Services, University Development; salary \$63,000 per fiscal year, prorated from the effective date of June 19, 2000; reasonable and necessary moving expenses will be paid by the University up to 7% of base salary (\$4,410.00).

Stacey Thomas; Associate Registrar, Office of Registration and Records; salary \$47,000 per fiscal year, prorated from the effective date of May 15, 2000.

William Yanney; Admissions Counselor, Office of Admissions; salary \$22,500 per fiscal year, prorated from the effective date of April 17, 2000.

Temporary Appointments

William Hine; Project Director, McNair Project, Student Academic Services Center; salary \$37,000 per fiscal year, prorated for the period of May 10, 2000 through September 30, 2000.

Vernon Scott Keller; Assistant Athletic Trainer, Department of Athletic Training; salary \$20,000 per fiscal year, prorated for the period of May 1, 2000 through June 30, 2001.

James Moore; Golf Course Superintendent, Department of Recreation and Sport Management; salary \$22,386 per fiscal year, prorated for the period of March 20, 2000 through December 31, 2000.

Melissa VanHouten; Coordinator of the Prison Program, Office of Continuing Education; salary \$28,000 per fiscal year, prorated for the period of May 30, 2000 through June 30, 2001.

2. Changes of Status and/or Rate

Harry Barnes; Office of Continuing Education; change in pay level to 28; effective July 1, 2000.

Michael Barnes; Information Technology; increased management of process and cost accounting; stipend of \$250 per month for the increased responsibilities; effective February 1, 2000 through June 30, 2001.

Candace B. Barton; Staff Benefits and Payroll; terminate stipend of \$400 per month for additional duties as on-site coordinator for presidential search; effective June 30, 2000.

Byron Bond; Division of Lifelong Learning; change in pay level to 30; effective July 1, 2000.

Ronda Crist; from Assistant in Summer Programs, Student Academic Services Center to Coordinator of the 21st Century Scholars Regional Site, Student Academic Services Center; salary \$35,000 per fiscal year, prorated for the period of January 3, 2000 through August 31, 2000.

Kenneth Coopwood; from Assistant Director of Student Judicial Programs to Interim Special Assistant to the President for Ethnic Diversity; salary \$47,000 per fiscal year, prorated for the period of June 1, 2000 through June 30, 2001.

Nancy Franklin; from Director, Program Planning and Faculty Development to Director of Distance Education and Faculty Development and change in pay level to 28; effective July 1, 2000.

Jerold Hargis; from Systems Programmer/Desktop Support, Information Technology to Manager of Microcomputer and Network Consultants, Information Technology; salary \$44,500 per fiscal year, prorated from the effective date of May 1, 2000.

Diana McCleary; Information Technology; to become Coordinator, Instructional and Internal Support Systems; stipend of \$300 per month for the increased responsibilities; effective February 1, 2000 through June 30, 2001.

Bonita Odom McGee; from Director, Student Judicial Programs, to Interim Affirmative Action Director; salary \$54,000 per fiscal year prorated for the period May 15, 2000 through June 30, 2001.

John W. Moore; from President to President Emeritus and Trustees Distinguished Professor; transitional leave with pay from July 1, 2000 through August 15, 2001; salary \$114,940 per fiscal year (70%); effective July 1, 2000; faculty academic year appointment to become effective August 16, 2001.

David Pifer; Information Technology; to become Coordinator, Systems Administration and Desktop Support; stipend of \$300 per month for the increased responsibilities; effective February 1, 2000 through June 30, 2001.

Kevin Sluyter; from Assistant Director of the Career Center to Interim Director of Student Judicial Programs; salary \$40,000 per fiscal year, prorated for the period of June 1, 2000 through June 30, 2001.

Michael Taylor; Information Technology; to become Coordinator, Systems Administration and Network Security; stipend of \$400 per month for the added responsibilities; effective February 1, 2000 through June 30, 2001.

Rose Ann Toulson; Information Technology; from Director of Technical Support to Director of Technical Support, Telecommunications and Networking Services; stipend of \$750 per month for the added responsibilities; effective February 1, 2000 through June 30, 2001.

Allen D. Varner; from Director of Special Programs in the Office of Continuing Education to Director of Continuing Education; effective July 1, 2000.

3. Resignations

Lavonna Anderson; Office of Admissions; effective April 14, 2000.

Ben Beck; International Student Services; effective May 5, 2000.

Arthur Lee Brannon; Information Technology; effective April 11, 2000.

Susan Hyatt; Office of Admissions; effective April 28, 2000.

Donna Pickens; Controller's Office; effective April 7, 2000.

Petra Roter; Student Life Programs; effective July 7, 2000.

4. Retirements

Esther Atcherson; Affirmative Action; retirement leave from June 1, 2000 through November 30, 2000; retirement effective November 30, 2000.

Norma Cook; Office of the Provost and Vice President for Academic Affairs; retirement leave from May 1, 2000 to October 31, 2000; retirement effective October 31, 2000.

Allen Frederick Lucas; Purchasing and Central Receiving; retirement leave from July 1, 2000 through December 31, 2000; retirement effective December 31, 2000.

5. Emeriti Status

Esther Atcherson; Assistant to the President Emerita for Affirmative Action; effective December 1, 2000.

Allen Frederick Lucas; Director Emeritus of Purchasing and Central Receiving; effective January 1, 2001.

Robert Schwindy; Construction Project Coordinator Emeritus; effective January 14, 2000.

C. COACHES AND ATHLETICS1. Reappointment

Royce Waltman; Head Men's Basketball Coach; contract extended for four years to April 1, 2007; salary \$130,000 for employment period of April 1, 2000 through March 31, 2001, prorated from the effective date of July 1, 2000. Vice President for Student Affairs authorized to execute contract extension on behalf of the Board of Trustees.

2. Resignation

Ilnorme "Missy" Phillips; Assistant Softball Coach; effective June 30, 2000.

D. RESIDENTIAL LIFE1. Appointment

Ray Gasser; Assistant Director of Residential Life for Student Development; salary \$34,000 per fiscal year, prorated from the effective date of June 1, 2000.

2. Resignations

Christie Bing; Residential Life; effective June 4, 2000.

Erica Gorsuch; Residential Life; effective May 9, 2000.

E. SUPPORT STAFF PERSONNEL REPORT

The Support Staff Personnel Report ending June 1, 2000, is presented in Exhibit A.

F. SUPPORT STAFF SALARY SCHEDULE, 2000-01

The Support Staff Salary Schedule, effective July 1, 2000, is presented in Exhibit B.

G. EXECUTIVE/ADMINISTRATIVE/PROFESSIONAL STAFF SALARY SCHEDULE, 2000-01

The Executive/Administrative/Professional Salary Schedule for 2000-2001, effective July 1, 2000, is presented in Exhibit C.

INDIANA STATE UNIVERSITY
 MONTHLY REPORT OF SUPPORT STAFF EMPLOYEES
 FOR THE PERIOD ENDING JUNE 1, 2000

A. APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Beggs, Nora	Facilities Management	Acct Clerk II	\$14,235	05-08-00
Bolinger-Downey, Tonya	School of Nursing	Ofc Asst III	\$14,859	06-05-00
Clark-Phelps, Alberta	Facilities Management	Grnds Maint Wrkr	\$12,441	05-08-00
Davidson, Tanya	Facilities Management	Cust Wrkr I	\$12,441	05-23-00
French, Hildey	Admissions	Ofc Asst II	\$13,611	06-05-00
Grogan III, William	Facilities Management	Painter	\$16,380	05-08-00
Gorham, Jon	Facilities Management	Carpenter	\$17,199	05-22-00
on, Lori	Library	Library Asst I	\$12,987	05-01-00
Mason, Shannon	Hulman Center	Cust Services Supv	\$15,756	05-02-00
McCullough, Ronnie	Facilities Management	Utility Wrkr I	\$12,441	05-08-00
Tedrow, Judy	Office of the Controller	Acct Clerk II	\$14,235	05-15-00
Walls, Clarice	Library	Library Asst II	\$14,235	05-15-00
Welch, Babelonia	Library	Library Asst II	\$14,235	05-08-00
Woods, Debra	Facilities Management	Cust Wrkr I	\$12,441	05-08-00
Zurcher, Suzanne	Development	Ofc Asst III	\$14,859	05-08-00

B. TERMINATIONS

1. Voluntary

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Barney, Kathy	Student Health Center	06-08-00
rch, Amanda	Library	05-19-00
Davidson, Tanya	Facilities Management	04-20-00
Hudgens, David	Division of Printing	04-28-00

B. TERMINATIONS (CONTINUED)

1. Voluntary

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Magloire, Yasheka	Physical Education	04-28-00
Neese, Sharon	Sycamore Housing	04-26-00
Padish, Martha	Office of the Controller	06-23-00
Roberts, Judy	Life Sciences	05-11-00
Smith, Angela	Registrar	05-11-00
Taylor, Terry	Facilities Management	04-07-00
Wycoff, Tabitha	Electronics & Computer Technology	04-14-00

2. Involuntary

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
McCullough, Rebecca	Sycamore Housing	03-24-00

3. Retirement

<u>NAME</u>	<u>DEPARTMENT</u>	<u>YRS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
LaFollette, Marilyn	Student Counseling Center	20	04-14-00
Sebastian, Flora	Facilities Management	10	04-04-00

C. CHANGE IN STATUS OR RATE

1. Promotion

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Anderson, Rita	Academic Affairs Editorial Asst \$17,550	Office of the President Admin Asst I \$19,305	05-01-00
Evans, Teresa	Public Safety Ofc Asst II \$13,786	Student Affairs Ofc Asst III \$15,171	06-12-00
Mitchell, Leora	Humanities Ofc Asst II \$9,915 (.50 fte)	Philosophy Ofc Asst II \$9,925 (.50 fte)	Electronics & Computer Tech Ofc Asst III \$21,840

C. CHANGE IN STATUS OR RATE (CONTINUED)

1. Promotion

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
ot, Eunice	Facilities Management Grounds Gardener \$15,756	Facilities Management Lead Gardener \$17,316	04-17-00

2. Reclassification

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Pierce, Amy	Telecommunications Cashier I \$13,375	Telecommunications Ofc Asst III \$14,859	04-15-00

**Indiana State University
Support Staff
Salary Schedule
Effective July 1, 2000**

*Section 3
Exhibit B
June 16, 2000*

<u>Pay Grade</u>		<u>Min</u>	<u>Mid</u>	<u>Max</u>	<u>Pay Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
101	Hourly Annual	\$ 6.63 12,929	8.29 16,161	9.95 19,393	109	\$ 9.24 18,018	12.01 23,423	14.78 28,829
102		\$ 6.80 13,260	8.50 16,575	10.20 19,890	110	\$ 9.63 18,779	12.52 24,412	15.41 30,046
103		\$ 7.08 13,806	8.85 17,258	10.62 20,709	111	\$ 10.16 19,812	13.21 25,756	16.26 31,699
104		\$ 7.40 14,430	9.44 18,398	11.47 22,367	112	\$ 10.82 21,099	14.07 27,429	17.31 33,758
105		\$ 7.72 15,054	9.84 19,194	11.97 23,334	113	\$ 11.30 22,035	14.97 29,196	18.65 36,358
106		\$ 8.04 15,678	10.25 19,989	12.46 24,301	114	\$ 12.12 23,634	16.06 31,315	20.00 38,996
107		\$ 8.50 16,575	10.84 21,133	13.18 25,691	115	\$12.75 24,863	16.90 32,945	21.04 41,028
108		\$ 8.82 17,199	11.47 22,359	14.11 27,518				

**Indiana State University
Executive/Administrative/Professional
2000 - 2001 Salary Schedule
Effective July 1, 2000**

*Section 3
Exhibit C
June 16, 2000*

<u>GRADE</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
23	\$16,997	\$22,096	\$27,195
24	\$19,547	\$25,411	\$31,274
25	\$22,479	\$30,346	\$38,214
26	\$25,850	\$34,898	\$43,946
27	\$30,245	\$40,831	\$51,416
28	\$35,991	\$48,588	\$61,185
29	\$43,550	\$60,969	\$78,389
30	\$52,695	\$73,773	\$94,851
31	\$63,761	\$89,265	\$114,770
32	\$77,151	\$108,011	\$138,871

SECTION IV

JUNE 16, 2000

INFORMATION/DISCUSSION ITEMS

1. NCA Update (Dr. Wells)

Dr. Wells commented that President Moore had discussed this item in his report earlier in the agenda. Nothing further has been received from the NCA Office.

2. Grants - Information Only (Attachment 1) (Dr. Wells)

3. Vendors Report - Information Only (Attachment 2) (Mr. Crichfield)

SECTION IV

June 16, 2000

GRANTS

Research Grants and Contracts

1. U. S. Department of Education, Fund No. 547375, Proposal No. 00-089
An agreement in the amount of \$17,320 has been received from the U.S. Department of Education for the project entitled "Just The Facts", under the direction of Chandra Shipley, Student Health Promotion, for the project period January 1, 1999 through December 31, 2004.
2. Indiana Partnership for Statewide Education, Fund No. 547381, Proposal No. 00-061
An agreement in the amount of \$11,941 has been received from Indiana University for the project entitled "Transformation of MKTG 333 New Product and Pricing Strategy", under the direction of Newell Chiesl, Organizational Department, for the project period January 1, 2000 through January 9, 2001.
3. Indiana Department of Education, Fund No. 547385, Proposal No. 00-098
An agreement in the amount of \$23,450 has been received from Indiana Department of Education for the project entitled "ISU and IN Department of Education Motorcycle Rider Education Training Contract", under the direction of Stanley Henderson, Health and Safety, for the project period March 1, 2000 through October 31, 2000.
4. Indiana Department of Transportation, Fund No. 547384, Proposal No. 00-043
An agreement in the amount of \$60,000 has been received from Indiana Department of Transportation for the project entitled "Indiana Department of Transportation Archaeological Services Contract", under the direction of C. Russell Stafford, Geography, Geology, & Anthropology, for the project period September 30, 1999 through September 30, 2000.
5. Indiana Arts Commission, Fund No. 547383, Proposal No. 99-086
An agreement in the amount of \$5,000 has been received from Indiana Arts Commission for the project entitled "34th Annual Contemporary Music Festival", under the direction of James O'Donnell, Music, for the project period January 1, 2000 through December 31, 2000.

6. Cinergy Foundation, Fund No. 547402, Proposal No. 00-137
An agreement in the amount of \$300 has been received from Cinergy Foundation for the project entitled "ISU Public Safety & Cinergy Back To School Safety Day Camp", under the direction of Gloria Graham, Public Safety Department, for the project period April 26, 2000 through August 18, 2000.
7. Indiana Department of Education, Fund No. 547400, Proposal No. 00-175
An agreement in the amount of \$41,426 has been received from the Indiana Department of Education for the project entitled "Alternative Education Assessment Survey", under the direction of Thomas L. Steiger, Sociology, for the project period May 1, 2000 through December 1, 2000.
8. March of Dimes, Fund No. 547401, Proposal No. 00-054
An agreement in the amount of \$10,000 has been received from the March of Dimes for the project entitled, "Improving Health of Babies Through Collaborative Education/Health Assessment in The Home", under the direction of Veda Gregory, School of Nursing, for the project period January 1, 2000 through December 31, 2000.
9. Indiana Academy of Science, Fund No. 547394, Proposal No. 00-142
An agreement in the amount of \$800 has been received from the Indiana Academy of Science for the project entitled, "A Comparison of Roost-Site Selection Between Reproductive and Non-Reproductive Female Evening Bats, *Nycticeius humeralis*", under the direction of Sherry Beland, Life Sciences, for the project period April 1, 2000 through October 1, 2000.
10. Indiana Academy of Science, Fund No. 547395, Proposal No 00-141
An agreement in the amount of \$1,200 has been received from the Indiana Academy of Science for the project entitled, "A Proposal to Study Roosting ecology and roost Selection of Eastern Pipistrelle, *Pipistrellus subflavus*", under the direction of Jacques P. Veilleux, Life Sciences, for the project period April 22, 2000 through December 31, 2000.
11. Bat Conservation International, Fund No. 547388, Proposal No. 00-093
An agreement in the amount of \$2,330 has been received from Bat Conservation International for the project entitled, "A Proposal to Study Roost Selection and Differences in Roost Selection Between Reproductive Classes of the Eastern Pipistrelle, *Pipistrellus Subflavus*", under the direction of Jacques P. Veilleux, Life Sciences, for the project period April 1, 2000 through April 1, 2001.
12. Indiana Academy of Science, Fund No. 547399, Proposal No. 00-146
An agreement in the amount of \$1,300 has been received from the Indiana Academy of Science for the project entitled, "The Ecology and Relationships of Chiropteran Ectoparasitic Communities of Indiana", under the direction of Christopher M. Ritzi, Life Sciences, for the project period March 1, 2000 through March 1, 2001.

13. Indiana Academy of Science, Fund No. 547398, Proposal No. 00-127
An agreement in the amount of \$1,650 has been received from the Indiana Academy of Sciences for the project entitled, "Mechanism of Physical Stress Induced reactivation during *T.gondii* Chronic Infection", under the direction of Fernando P. Monroy, Life Sciences, for the project period April 22, 2000 through July 31, 2001.
14. Indiana Academy of Science, Fund No. 547396, Proposal No. 00-147
An agreement in the amount of \$1,500 has been received from the Indiana Academy of Sciences for the project entitled, "Habitat use and partitioning between the *Nycticeius humeralis* and *Eptesicus fuscus*", under the direction of Joseph E. Duchamp, Life Sciences, for the project period April 1, 2000 through October 1, 2001.
15. Indiana Academy of Science, Fund No. 547393, Proposal No. 00-149
An agreement in the amount of \$725 has been received from the Indiana Academy of Sciences for the project entitled, "Characterization Of Actin Sequestration In Anoxic Rabbit Proximal Tubule", under the direction of Peter White, Life Sciences, for the project period April 15, 2000 through April 15, 2001.
16. National Science Foundation, Fund No. 547387, Proposal No. 99-137
An agreement in the amount of \$116,570 has been received from the National Science Foundation for the project entitled, "Thermoregulation on the Air-Water Interface", under the direction of George S. Bakken, Life Science, for the project period September 1, 2000 through August 31, 2002.
17. Indiana Department of Natural Resources, Fund No. 547386, Proposal No. 00-066
An agreement in the amount of \$15,650 has been received from the Indiana Department of Natural Resources for the project entitled, "An Archaeological Survey of High Priority Archaeological and Historical Areas in the East Fork White River Watershed in south-central Indiana", under the direction of Russell C. Stafford and William C. Meadows, Life Sciences, for the project period June 1, 2000 through January 1, 2001.
18. Pacific Institute For Research & Evaluation, Fund No. 547403, Proposal No. 00-178
An agreement in the amount of \$56,281.00 has been received from the Pacific Institute For Research & Evaluation for the project entitled, "Offender Outcomes under the North Carolina Criminal Justice Partnership Act", under the direction of Amy Craddock, Criminology, for the project period January 1, 2000 through December 31, 2000.
19. Purdue University Center for Families, Fund No. 547407, Proposal No. 00-082
An agreement in the amount of \$3,140 has been received from Purdue University for the project entitled, "Vigo County Childcare Needs Assessment", under the direction of Barbara A. Clauss, Family and Consumer Sciences, for the project period January 1, 2000 through May 15, 2000.

20. Fraternal Order of Eagles, Fund No. 547406, Proposal No. 00-138
An agreement in the amount of \$5,000 has been received from Fraternal Order of Eagles for the project entitled, "Hyperglycemia Induced Upregulation of NADH/NADPH Oxidase", under the direction of Donald J. Reuland, Chemistry, for the project period July 1, 2000 through June 30, 2001.

21. Ohio Valley Opportunities Corporation Head Start, Fund No. 547404, Proposal No. 00-134
An agreement in the amount of \$6,500 has been received from the Ohio Valley Opportunities Corporation Head Start for the project entitled, "ELED 110", under the direction of Sandra B. DeCosta, Elementary & Early Childhood Education, for the project period January 31, 2000 to August 31, 2000.

22. Indiana State Library, Fund No. 547405, Proposal No. 00-173
An agreement in the amount of \$4,866 has been received from the Indiana State Library for the project entitled, "Interlibrary Loan to Indiana Libraries", under the direction of Betsy Hine, Library, for the project period January 1, 2000 through December 31, 2000.

23. U. S. Department of Education, Fund No. 547411, Proposal No. 00-202
An agreement in the amount of \$330,606 has been received from U. S. Department of Education for the project entitled, "Upward Bound Project- Budget 2000-2001", under the direction of Lynn White, Upward Bound, for the project period June 1, 2000 through May 31, 2001.

24. Indiana Athletic Trainer's Association, Fund No. 547412, Proposal No. 00-157
An agreement in the amount of \$250 has been received from Indiana Athletic Trainer's Association for the project entitled, "The Effects of Joint Immobilization On The Human Hoffman Reflex", under the direction of B. Andrew Krause, Athletic Training, for the project period April 1, 2000 through September 1, 2000.

25. Purdue University Student Health Center, Fund No. 547409, Proposal No. 00-153
An agreement in the amount of \$2,000 has been received from Purdue University Student Health Center for the project entitled, "Social Norming Responsible Behaviors", under the direction of Chandra Shipley, Student Health Promotion, for the project period April, 1, 2000 through September 30, 2000.

26. WIETS, Fund No. 547410, Proposal No. 00-158
An agreement in the amount of \$4,938 has been received from WIETS for the project entitled "Proposal To Provide Basic Educational and Training Services for Dislocated Workers: Basic Reading and Spelling", under the direction of Donna Ourand, Technology Services Center, for the project period May 1, 2000 through June 30, 2000.

27. Indiana Academy of Science, Fund No. 547397, Proposal No. 00-150

An agreement in the amount of \$1,000 has been received from Indiana Academy of Science for the project entitled, "Characterization of Phosphate Transport System In Helicobacter Pylori", under the direction of Gengshi Lu, Life Sciences, for the project period April 15, 2000 through April 15, 2001.

The following vendors have accumulated purchases from the University for the time period January 1, 2000 to June 5, 2000 (Calendar Year) in excess of \$100,000:

**Vendors with Purchases Exceeding \$100,000
April 15, 2000 to June 5, 2000**

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
Klaus Co Inc	107,459	Technology Project Phase 2 expenses
Indiana Gas Company Inc	111,665	Gas Utility Payments
Manpower Incorporated	131,006	Temporary Employment Service
Bell Industries Graham Division	134,339	Computer Supplies and Equipment
Associated Roofing	134,778	Cunningham Library Roof
Advanced Microelectronics	135,898	Computer Maintenance payments
NRK Inc	150,828	Pkng Lot Surveillance proj & HMSU Fire Alarm Install
Apple Computer Inc	151,560	Computer equipment and supplies
GTE North	157,740	Local Service Phone Service
Graybar Electric Co Inc	195,366	Fiber Optic Cable for Tunnel Library Project
Ameritech	479,340	Telephone & Voice Mail upgrade & Telephone maint

**Previously Reported Vendors with Purchases
Exceeding \$100,000**

<u>Vendor Name</u>	<u>Current YTD Paid</u>	
AAA Electric of Terre Haute Inc	102,635	Holmstedt Hall New Emergency Power System
RMS Business Systems	122,673	HP Server
Xerox Corporation	148,064	Xerox copier center, supplies and equipment
International Tours	179,573	Travel Expenses
Stanley Consultants Inc	198,827	New Power Plant Construction
Universal Fabric Structures	203,984	Caesar's Project Tent Rental
Dennis Trucking	208,177	Soccer Field Renovation
Indiana-American Water Company	221,759	Water Utility Payments
Office Depot	244,245	Office Supplies
Williams Randall Marketing Communications	259,922	University Advertising
Ohio National Life Insurance Company	275,661	Life Insurance Benefits Premiums
Postmaster	276,883	Postage
Delta Dental Plan of Indiana	288,152	University Dental Payments
Springhill Heating/Air Conditioning	299,008	Hlm Ctr Mech Rprs, St Svc Bldg Ren, Normal Hall AC
Hannig Construction Inc	323,881	Recreation East and Classroom Upgrade
Black Beauty Coal Co	344,786	Coal purchases
Sycamore Engineering Inc	486,021	Rec East EI, New Power Plt, Softball Lts, Misc Elec
Jungclaus Campbell Company Inc.	489,592	Tunnel Renov, Music Fac Chiller, & Science RR
Indiana Department of Corrections	632,961	Place Bound Academy Courses
Public Employees Retirement Fund	642,982	Employee Retirement Contributions
Dell Marketing LP	820,780	Computer Equipment Purchases
Health Systems Inc	842,931	Perscription Drug Coverage
Terre Haute First National Bank - Trustee	850,000	VEBA Contributions

**Previously Reported Vendors with Purchases
Exceeding \$100,000**

<u>Vendor Name</u>	<u>Current YTD Paid</u>	
Cinergy Services Inc	966,707	Electricity Utility payments
SMC Inc	1,298,427	Science HVAC Ren, & Heat Recovery System
CDI Inc	1,951,596	New Power Pit, and Tunnel to New Power Pit
J F Molloy and Associates Inc	2,297,122	University Medical payments
Marriott Management Services Corp	3,252,857	University Food Services

SECTION I

- U. ISU/UNION HOSPITAL/IU MEMORANDUM OF UNDERSTANDING (Mr. Schafer)

The Memorandum of Understanding developed by the legal staffs for Indiana University, Union Hospital and Indiana State University covering the proposed construction, ownership and operation of a facility for health sciences on the Union Hospital campus is presented in Exhibit M.

Recommendation: Approval of the Memorandum of Understanding presented in Exhibit M.

*June 14, 2000
Bd
Approved*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made among the Trustees of Indiana State University, a political subdivision of the State of Indiana with principal offices in Terre Haute, Indiana (“ISU”), the Trustees of Indiana University, a political subdivision of the State of Indiana with principal offices in Bloomington, Indiana (“IU”), and Union Hospital, Inc., an Indiana non-profit entity with principal offices in Terre Haute, Indiana (“Union”), to wit:

RECITALS

- A. The Indiana University Terre Haute Center for Medical Education (“IUTCME”) was established by IU on the campus of ISU to better serve the needs of the citizens of Indiana by making medical education more accessible.
- B. To this end, ISU provided capital facilities to house the operations of the IUTCME, and IU provided faculty and administered the program for the first two years of its curricula for medical school.
- C. Both ISU and IU have worked together to provide accessible medical education cooperatively and successfully for many years.
- D. Union has been a long-time partner with both IUTCME and ISU by working with the IUTCME medical students and the ISU nursing students to help provide quality clinical environments for such students to thrive in their educational experience. In 1992 Union created the Midwest Center for Rural Health (MCRH) to further the training of residents in family practice, medical students, and other allied health personnel in rural medicine.
- E. ISU currently operates a clinical nursing program in a building owned by ISU, constructed on land owned by Union, in which ISU holds a long-term lease (hereinafter the “ISU Nursing Facility”). Union has offered to purchase ISU’s interest in the ISU Nursing Facility for the appraised value of the ISU Nursing Facility, which is \$1,250,000. ISU will allocate the whole proceeds from the sale of its interest in the ISU Nursing Facility to the project described herein.
- F. IU has been allocated \$2,800,000 by the Indiana legislature to upgrade IUTCME facilities, and it is the intention of IU to do so by utilizing space in a new facility near Union. The facility would house IU’s second- and third-year program, ISU’s nursing clinical program, and space for the use of Union. It is the desire of IU to retain its non-clinical, first-year IUTCME program on the campus of ISU.

- G. Subsequent to the allocation noted in F., above, by the Indiana Legislature, Union requested funding and was successful in obtaining an appropriation for \$906,198 through the Department of Health and Human Services for the project described herein. An additional \$1,800,000 has been requested through the same process.
- H. A private donor has been solicited for \$3,000,000 for the project described herein.

AGREEMENT

- 1. **Facility to be Built.** A new facility will be built on the campus of Union which will house the IUTCME, the ISU Clinical Nursing Program and Union's MCRH (the "Facility"). A description of the Facility is attached hereto as Exhibit "A," and is hereby incorporated by reference.
 - A. **Contribution to Construction Costs of Facility.** It is contemplated that the approximate cost of the facility will be from \$4.6 million to \$7.6 million dollars.
 - i. IU has been allocated \$2.8 million by the Indiana State legislature. IU will contribute \$2.5 of this total allocation to construction costs of the Facility. The remaining \$300,000 of the total allocation will be used by IU to renovate facilities currently used by IUTCME on the ISU campus.
 - ii. ISU will sell the remaining leasehold on the ISU Nursing Facility located on the campus of Union to Union for its appraised fair market value, which is \$1.25 million, and Union agrees to purchase the same for the appraised fair market value. ISU will invest the proceeds in the Facility.
 - iii. Union has successfully attained an appropriation through the Department of Health and Human Services in the amount of \$906,198. An additional appropriation of \$1.8 million has been sought, and if funded, will also be contributed to the Facility.
 - iv. Union shall also contribute parking accommodations for the Facility. Union shall retain ownership of the land where the parking lot for the Facility shall be located, and shall improve the land to provide suitable parking for the Facility.

2. **Ownership of the Building and Site.** The Facility shall be constructed on land owned by Union. ISU shall own the Facility and will serve as its sole fiscal manager, both during construction and on an ongoing basis. ISU shall hold a lease on the land for a term of fifty (50) years, with options to renew, in exchange for its \$1.25 million investment, referred to in Paragraph 1.A.ii., above. Union shall hold lease on space in the Facility for a term of fifty (50) years, with options to renew, in exchange for its contribution of funds obtained through Senator Lugar's office, as referred to in Paragraph 1.A.iii. and iv., above. IU shall hold a lease on space in the Facility for a term of fifty (50) years, with options to renew in exchange for its initial investment of \$2.5 million, referred to in Paragraph 1.A.i., above.
3. **Signage.** All three parties shall have the opportunity to attach signage.
4. **Provision of Services for Routine Maintenance, Security, and Housekeeping.** Union shall provide security and housekeeping services for the Facility. ISU shall provide routine maintenance services for the Facility.
5. **Routine Maintenance, Housekeeping, Security, and Utilities to be Pro-rated.** All tenants of the Facility shall be obligated to pay their share of routine building maintenance, housekeeping, security and utilities. During the first year of use, such allocation shall be made on a pro-rated basis based on square feet of occupancy. Thereafter, usage records shall be kept to calculate reimbursement of costs on actual usage where possible. In any case where it is impossible to determine an allocation based on actual usage, such as in common areas, such allocation shall continue to be on a pro-rata basis.
6. **Capital Repair.** The parties shall jointly decide when to perform items of capital repair, and shall decide what kind of such repair shall be undertaken. The tenants of the Facility shall be responsible to pay for such capital repair based upon pro-rated square footage occupancy of the Facility. Any funds available from the State of Indiana for items covered by this Paragraph 6., and which are allocable to the Facility shall be used before pro rata contribution from the tenants is sought.
7. **Scheduling.** Scheduling will be done by the assigned secretary reporting to the Director of the IUTCME, consistent with the policies developed by the parties. The scheduling institution (IUTCME) may be changed at any time upon the joint request of any two of the representatives on this committee.
8. **Facilities Policies Appeals Committee.** There shall be a committee of three individuals, one from Union, one from IUTCME, and one from ISU, to function as a facilities policies appeals committee. This committee shall be

the appellate body in the case there arises disagreement as to space usage or any other common issue affecting use of the facility.

9. **Reversion of the Facility.** If the Facility ceases to be used by ISU and/or IU for medical or nursing education, then Union shall have the right to purchase that portion of the Facility that is no longer so used at its then-appraised fair market value, reduced by the portion of Union's initial investment allocable to the portion of the Facility being purchased. Union shall have the sole discretion to, or not to, make such purchase.
10. **Location of Parking.** Parking provided by Union, as provided in Paragraph 1.A.iv., above, shall initially be located immediately South of the Facility. Union reserves the right to move such parking to another location, but shall provide comparable parking for use of Project occupants.
11. **Assignment.** No party may assign this Memorandum without the express written consent of the other parties.
12. **Integration.** This Memorandum sets forth the understanding among the parties, and fully supersedes any and all prior conversation, agreements, or understandings between the parties. This Memorandum may only be modified by a writing executed by each of the Parties.
13. **Notice.** Any notice, requests, instruction or other document to be given hereunder to any party shall be in writing and delivered by hand, registered or certified United States mail, return receipt requested, or other form of receipted deliver, with all expenses of delivery prepaid, as follows:

If to IUTCME: The Trustees of Indiana University
 C/o Indiana University Real Estate Department
 530 East Kirkwood Avenue, Suite 204
 Bloomington, IN 47408-4003

If to ISU: Office of Legal Affairs
 Condit House, 201
 Indiana State University
 Terre Haute, IN 47809

If to Union: B. Curtis Wilkinson
 WILKINSON, GOELLER, MODESITT
 WILKINSON & DRUMMY
 333 Ohio Street

P.O. Box 800
Terre Haute, IN 47808-0800

14. **Governing Law.** This Memorandum shall be construed in accordance with the laws of the State of Indiana.

15. **Approval.** Any obligations set forth herein of any of the parties to this Memorandum is subject to review of and obtaining the necessary approvals for the final lease documents needed to effect the arrangements described herein by the parties' governing boards.

16. **Counterparts.** This Memorandum may be executed in several counterparts, each of which when signed by each of the parties shall constitute a duplicate original.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of this day and year first above written.

For Union Hospital

By: _____
David R. Doerr
President

For Indiana State University:

By: _____
John W. Moore,
President

For Indiana University

By: _____
Stephen Miller,
Treasurer