

File

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INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

FEBRUARY 16, 2001

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MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

FEBRUARY 16, 2001

The Indiana State University Board of Trustees met in regular session at 9:00 a.m. on Friday, February 16, 2001, in the State Room, Tirey Hall.

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

President Benjamin, Vice Presidents Quatroche, Schafer, Schultz and Interim Vice Presidents Elsey and Hopkins were present. Also attending were William Crichfield, Chief Financial Officer and Treasurer, Melony Sacopulos, General University Counsel, Frank Bell, Chairperson, University Faculty Senate, Wandell Gabey, Chairperson, Support Staff Council and Kristin Garing, 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)

Mr. Bonds requested that the minutes of January 19, 2001, reflect that there was discussion and concern expressed regarding raising student fees.

During a discussion of student fees Mr. Bonds indicated that he is opposed to "automatic" student fee increases without first looking at options and ways to reduce costs.

Dr. Zietlow requested Mr. Schafer to have the January minutes include the comments by Mr. Bonds. Mr. Schafer indicated the above comments by Mr. Bonds will be placed in Section II of the January minutes.

On a motion by Mr. Smith, seconded by Mr. Fleetwood, the minutes were approved as corrected.

B. DATE OF NEXT MEETING (Dr. Zietlow)

The dates for the next meeting are April 5 and 6, 2001.

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

Dr. Zietlow reviewed many of the activities in which she and other trustees have participated since the last Board meeting. Of particular importance were the meetings with state legislators. She thanked all those who participated in the higher education day at the State House. She noted the seminar yesterday on budget issues provides a special challenge to the trustees in allocating limited resources. She felt State officials must also continue to be challenged if the universities are to provide quality programs.

Dr. Zietlow commented that the visit of Jane Alexander to the campus and her eloquent speech on the issues and the importance of reading was especially stimulating.

President Zietlow expressed the congratulations of the trustees to all those individuals being recognized at the meeting and expressed special appreciation to Dean Ellen Watson for her contributions to the University.

D. REPORT OF THE UNIVERSITY PRESIDENT (Dr. Benjamin)University Advancement Seminar

President Benjamin thanked Vice President Quatroche and his staff for the Thursday seminar given by Mr. Cutter (Foundation), Dr. Mack (Development), Ms. McBride (Annual Giving), and Mr. Newton (Alumni Affairs). Each one highlighted significant achievements during the 1999-2000 fiscal year.

Budget Seminar

Dr. Benjamin thanked Vice President Schultz and her staff for the budget presentation on Thursday afternoon. It was an opportunity to have on the table "bottom line" figures and consider avoidable and nonavoidable expenses. He acknowledged Mr. Bonds comments about reallocating resources effectively. The University has a commitment to continue to upgrade staff salaries with special emphasis in technical areas. The University also competes with many other universities in recruiting faculty. Equity and compression issues continue as concerns. Resource allocation and reallocation will receive continued attention in the budget planning process. Academic and administrative units will be asked to relate budgetary needs to the strategic plan.

Higher Education Day

A delegation went to Indianapolis recently for Higher Education Day. ISU was well represented by support staff, University Faculty Senate, Student Government Association, Vice President Marilyn Schultz and Tim Franklin. Dr. Zietlow and representatives from the Alumni Council and Foundation Board members also attended. Everyone contributed in a very positive way. The students conducted themselves very well, and Senator Mark Blade was most complimentary of the ISU students.

Recognitions

Old National Bank has established a \$50,000 endowed scholarship program for the School of Business. The scholarship will be available to undergraduate business students in the fall. Old National Bank is also sponsoring a paid internship to cultivate careers in financial services. Dr. Benjamin expressed appreciation to Old National Bank for making these opportunities available to students.

The ISU Magazine continues to create a great deal of interest. It tells the University story very well as part of the marketing program.

The University Marketing Program has received recognition again. The television spot, "The Right Fit For You," has won the "Crystal Award of Excellence". This is the highest award in "The Communicator Awards 2000 Video" competition. ISU was the only entry from Indiana to win a "Crystal Award of Excellence." There were 3000 entries from 47 states, the District of Columbia and eight other countries.

Alumni Affairs

The Alumni Council met last weekend, and several alumni receptions will be held in St. Louis in conjunction with the Missouri Valley Conference Men's Basketball Tournament. The Alumni Trustee nomination process is underway. Dr. Benjamin noted that he, Mr. Newton and Dr. Quatroche continue visiting with alumni in key cities across the country and at special events in support of the athletics campaign.

Athletics

President Benjamin reported that for the third consecutive season, ISU has placed three players on the Missouri Valley Conference First Team Men's Basketball Scholar-Athlete Team. They are selected by the league's sports information directors.

Kelyn Block - Junior from Kansas City, MO. The only junior named to the first team. Michael Menser - Senior from Batesville, Indiana and Matt Renn - Senior from Sellersburg, IN were named for the third straight season. Congratulations to these fine scholar-athletes, Coach Waltman and his coaching staff.

Andi Myers, Athletics Director, has received a three year appointment to the NCA Infractions Committee. This committee deals with all major NCA infractions. The committee is comprised of attorneys, a collegiate commissioner and an athletic director. Dr. Benjamin recognized Andi for the quality of her work.

Faculty Recognition

Peggy Hine, Assistant Professor of Counseling and Director of the School Counseling Program is this year's recipient of the Indiana Counseling Association's Distinguished Counselor Educator Award. This award is given annually to a counselor-educator who has contributed in a major way to the growth of the profession. Peggy has been at ISU since 1996.

Dr. Janet Lyman, Associate Professor of Music, was named Teacher of the Year for 2000 by the Indiana Music Teachers Association. This award recognizes an individual who demonstrated excellence in teaching and service to the music profession and community. Dr. Lyman has been at ISU since 1979.

Dr. Reece Chaney, Professor of Counseling Psychology, is the recipient of the Year 2000 special award from the Indiana Association for Marriage and Family Therapy, for innovative service to the profession. He was selected because of lifelong contributions to innovation in the education and practice of marriage and family therapy in the State of Indiana. Dr. Chaney has been at ISU since 1968. Dr. Chaney is also a 1983 recipient of the Caleb Mills Distinguished Teaching Award.

Dr. Frederica Kramer, Chairperson and Professor of Family and Consumer Sciences, was selected by the Association for Career and Technical Education as National Outstanding Career and Technical Educator for 2001 and is featured in the February issue of the ACTE's publication Techniques. Freddie has been at ISU since 1970. Dr. Kramer is the 1996 recipient of the Faculty Distinguished Service Award.

Ellen Watson

Dr. Hopkins commented that Dr. Ellen Watson came to ISU and provided creative leadership that has helped put ISU on the cutting edge in the library and in technology. She has the quality of leadership and is dedicated to service to others.

Ellen gets to the point and has exhibited courage in taking on issues that have benefited faculty, students, and staff. He thanked her for all she has done for the University and wished her well in her new position at Loyola in Chicago.

E. REPORT OF THE UNIVERSITY FACULTY SENATE CHAIRPERSON (Dr. Bell)

Dr. Bell reviewed recent University Faculty Senate actions covering the new information technology major and Curriculum and Academic Affairs Committee course approval recommendations.

An amended Evaluation of Teaching document was approved and forwarded to the Provost and Vice President for Academic Affairs.

The Faculty Affairs Committee recommendation that previous recipients of the Caleb Mills Distinguished Teaching Award not be eligible for that award was also approved.

The Administrative Affairs Committee recommendation to review and evaluate the current administrative configuration of Information Services was approved. Specifically, should the Associate Vice President and Dean of Library Services responsibilities continue to reside in one position? It is the hope of the Committee that any such review and evaluation would actively involve current members of the staff at all levels, but particularly library faculty members whose faculty expectations of and need for a full-time academic dean warrant consideration.

Dr. Bell thanked the Office of Planning and Budgets for the organization of the various ISU communities in conjunction with Education Day (February 14) at the State House.

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

Ms. Garing thanked Vice President Schultz for inviting students to attend Higher Education Day and preparing the students. Twelve students attended and gained valuable insight about the political process and the budget request.

SGA elections will be held February 27 and 28 and voting will be online. Hopefully this will increase voter turnout. A debate is scheduled on February 18.

Student government is currently working on getting global e-mail access for all students.

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

Ms. Gabey introduced Support Staff Council representatives from District Eight: Charles Black, a member of the night crew in the Hulman Memorial Student Union Building; Earl Dawson and Tonia Tucker, both Public Safety staff members.

Council committees have been very active and a specific committee has been featured in each newsletter the past few months. The Public Relations committee is responsible for publishing the Newsletter and is looking at ways to promote ISU as a place that quality people will want to work. The Employee Relations Committee has drafted a resolution to be sent to the administration for consideration after it was endorsed by the full Council. The Research Committee is checking how districts are currently formed and whether changes need to be made. The Scholarship Committee has prepared applications for Support Staff Scholarships that must be returned by March 31, 2001. Letters of appreciation for contributions to that fund were sent recently to all donors. The Salary and Employee Benefits Committee continues to look at ways to enhance morale. The SEBC brought to the Council a proposal in support of the wellness program proposed by the University Health Benefits Review Committee. The resolution was unanimously supported as a means of keeping health care costs lower by attempting to keep employees healthy.

Ms. Gabey responded positively to the seminar presented yesterday by the ISU Foundation. The Foundation provides possibilities for memorial scholarship funds as well as contributions on behalf of individuals.

All five officers of the Support Staff Council used vacation time to attend Higher Education Day held in Indianapolis on Wednesday, February 14. ISU staff members were able to join other interested representatives from Indiana higher education to show support for adequate funding. Meeting with state senators and representatives to express concern was an important part of the day. She thanked those who organized this event and included members of the support staff. By bringing students, staff, and faculty together it was possible to present a united appeal to legislators for dollars to meet budgetary needs.

H. REVISED INVESTMENT POLICY (Mr. Crichfield)

A revised investment policy has been developed and is presented in Exhibit A. The objectives of the investment policy are focused on initially planning for the operational 'liquidity' needs of Indiana State University with any remaining funds available for investment under a longer term strategy. The University's investment eligible funds may be delegated in part or whole to outside professional investment managers. The investment managers will be selected by the Treasurer, subject to Board of Trustees

approval. The investment policy will be governed by IC 20-12-1-2 IC 30-4-3-3 and the Board of Trustees resolution effective December 15, 1996 for the appointment of the Board Treasurer.

Recommendation: Approval of the revised investment policy presented in Exhibit A and authorization for the Treasurer to implement and administer the policy including conducting all appropriate related cash management activities.

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

I. ROOM AND BOARD RATES, 2001-02 (Dr. Elsey)

Residence hall rates for the 2001-02 academic year and the University Apartments rental rates effective with the 2001 fall semester are presented in Exhibit B.

Recommendation: Approval of the residence hall rates for 2001-02 and University apartments rental rates as presented in Exhibit B.

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

J. UNIVERSITY HOUSING POLICY (Dr. Elsey)

Today's students demand more privacy (single rooms and private baths), air-conditioning, and increased technology. They have demonstrated this in focus groups and have buying habits in the housing market. Indiana State University is the only state institution that requires sophomores to live in residence halls.

Residential Life has been preparing for a change in the housing policy for a number of years. Nearly twelve million dollars have been spent renovating Hines and Jones Residence Halls to make the facilities attractive to upper class students. A two-year renovation of Lincoln Quad is planned that will make it more desirable to its largely upper class population. Tiered rate structures favor juniors and seniors.

Residential Life has experienced an increase in new student population for the past four years. Additionally, the retention rate has increased for upper class students because of some of the marketing that we have done to returning students. In the 2000-01 academic year, these factors, combined with the closing of Jones Hall for renovation, resulted in nearly 250 rooms being designated as triple rooms. This affected nearly 750 students.

The present housing policy requires all single first year and sophomore students (less than 62 earned academic hours) to live in University residence halls unless they

commute from their parent's home (60 miles one way) or have a valid exception. Students of first year or sophomore standing who have lived in University residence halls for four (4) semesters are exempt from this policy.

It is proposed that the housing policy be revised to require all single first year students (less than 32 earned academic hours) to live in University residence halls unless they commute from their parent's home (60 miles one way) or have a valid exception. Students of first year standing who have lived in University residence halls for two semesters would be exempt from this policy.

Mrs. House wondered now that we are only requiring freshmen to live on campus might this affect the retention rate. She felt students should live on campus. Dr. Elsey commented that as we have renovated halls students are electing to stay rather than making them stay on campus.

Mr. Wooden felt this is an excellent proposal and he commended Dr. Elsey, Mr. Kidder, and Ms. Linn who work to make the residence hall system attractive to students.

Dr. Zietlow inquired about the per cent of occupancy. Dr. Elsey responded the occupancy rate at the current time is 93 per cent.

Recommendation: Approval of the change in the University Housing Policy as outlined above effective with the fall semester 2001.

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

K. AGREEMENTS (Dr. Hopkins)

Recommendation: Approval of the following agreements:

1. RHR International, Wood Dale, Illinois

The purpose of this agreement is to develop certain academic and training materials relating to the insurance industry through its Gongaware Center. RHR International is in the business of executive development and coaching and can be of assistance to ISU in developing such academic and training materials. A copy of the agreement is presented in Exhibit C.

2. St Vincent Fitness Center, Indianapolis, Indiana

The purpose of this agreement is to provide community health internships for students in the School of Health and Human Performance. A copy of the agreement is presented in Exhibit D.

3. Parkview Hospital, Inc., Fort Wayne, Indiana

The purpose of this agreement is to provide clinical internships for students in a hospital for students enrolled in the Speech Pathology Program. A copy of the agreement is presented in Exhibit E.

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

L. BACHELOR OF SCIENCE DEGREE IN INFORMATION TECHNOLOGY
(Dr. Hopkins)

This new degree program proposal is for a bachelor's of science degree in Information Technology. The major fills the gap between computer scientists and general users. Students will understand the fundamental concepts of information processing and the relationship between the underlying technology and end user applications. Graduates of the program will be prepared for entry-level professional positions in a wide variety of IT-related fields. This is especially important at a time when Indiana is experiencing significant labor shortages in many IT-related employment areas. The program uses a multidisciplinary approach across the College of Arts and Sciences, School of Business, and School of Technology. It has the endorsement of the University Faculty Senate, the respective deans, and the Provost and Vice President for Academic Affairs.

Dr. Hopkins introduced the people who were involved in the development of this program in addition to the University Faculty Senate: Dr. Richard Easton, Chairperson, Department of Mathematics and Computer Science and Dr. Dale Varble, Interim Associate Dean, School of Business.

Mr. Dooley inquired if there would be additional costs. Dr. Hopkins replied there would be and this is part of the quality improvement funds requested. We hope there will be additional funding.

Recommendation: Approval of the proposed Bachelor of Science Degree in Information Technology.

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

M. SPECTERA, INC. VOLUNTARY VISION COVERAGE (Mr. Schafer)

Spectera, Inc. has submitted a two-year contract renewal beginning on April 1, 2001. Employees who enroll or re-enroll will stay with the plan for 12 months. New employees will be given 31 days from the date of appointment to enroll. An open enrollment will be available during April each year. The vision plan is a voluntary employee pay all program for which the University provides payroll deduction. The plan qualifies as an IRS Section 125 plan.

The renewal contract has a premium increase as listed below:

| | <u>Single</u> | <u>Family</u> |
|----------------------|---------------|---------------|
| <u>1999-2001</u> | \$8.36 | \$18.80 |
| <u>2001-2003</u> | \$8.44 | \$19.50 |
| <u>% of Increase</u> | 1.01% | 1.37% |

These rates are guaranteed until March 31, 2003.

There are currently five (5) Spectera network providers in Terre Haute two in Brazil and one in Clinton. Out of network providers may also be used and out of network benefits have been increased.

Recommendation: Approval of the two year Spectera contract renewal with the rate increase as indicated, effective April 1, 2001 through March 31, 2003.

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

N. PURCHASES OVER \$250,000 (Mr. Schafer)

Under the University purchasing guidelines, during any calendar year a single purchase of more than \$250,000 or vendors with accumulated purchases in excess of \$250,000 are to be approved by the Board. The following purchase orders require Board approval:

Low Bid

PO# P0032325, Dennis Trucking, \$318,075.00, Construction 6th Street Renovation Phase II.

PO# P0032324, Koch Corporation, \$635,890.00, Lincoln Quad Window replacement.

Recommendation: Approval of the purchases over \$250,000.

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

O. IN MEMORIAM (Mr. Schafer)

Dr. William A. Ruffer, Professor Emeritus of Physical Education, died on January 19, 2001. A Resolution is presented in Exhibit F.

Recommendation: Acceptance of the resolution and recognition of service.

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

P. MEMORIAL STADIUM GOLF COURSE (Mr. Crichfield)

A legal notice has been published requesting proposals for the future use of the leased property known as the Memorial Stadium Golf Course. Evaluation of proposals will be based upon a comparable and compatible use of the property which would take advantage of the current facilities. The evaluation would consider the future benefit and needs of Indiana State University as well as the needs of the Terre Haute community.

Recommendation: Authorization of the Treasurer, University Legal Counsel, and other appropriate University officials to evaluate any proposals received and, if appropriate, to negotiate an interim lease subject to Board of Trustees approval.

On a motion by Mr. Shagley, seconded by Mr. Fleetwood, the recommendation was approved.

INDIANA STATE UNIVERSITY GENERAL INVESTMENT POLICY

It shall be the policy of the Indiana State University Board of Trustees, empowered by Indiana Code 20-12-1-2 (noted below), to establish and carry out written policies for the investment of the funds of the institution in the manner provided by Indiana Code 30-4-3-3.(noted below) The Treasurer of the Board of Trustees is empowered to manage all cash and investment related activities of the University. (Treasurer's appointment resolution effective December 15, 1996-attached)

The ISU investment policy is thought of in two general terms, the liquidity investment objective is to obtain the highest income while maintaining safety of principal and insuring sufficient cash flow to meet the operating needs of the University. The strategy for the remaining investments is to obtain the highest income while maintaining safety of principal over an extended longer period of time with a wider variety of securities.

All university operating monies currently under the fiduciary control of the ISU Board of Trustees are eligible for investment in a common pool, with the following exceptions and limitations:

1. Those monies held by the bond trustee under the various bond indentures.
2. Those monies classified as endowment on the University records.
3. The reserves held by the life insurance carrier.
4. Those monies designated for separate investing by law, contractual agreement or by action of the Board of Trustees.
5. Those monies held by the trustee of the VEBA trust established to provide for certain retiree benefit program.

It is the intent of this policy not to have university funds directly invested in corporate equity positions or to directly invest in instruments which could prudently be consider to have volatile price variances, such as the purchase or sale of security options. Gifts of stock to the university maybe accepted and held until the Treasurer determines a prudent time to dispose of the equities. Outside investment managers may have limited equity positions as part of their longer term investment strategy.

Securities may be purchased at either a premium or a discount. If securities are purchased at other than par value, the discount or premiums will be amortized over the life of the investment in compliance with Generally Accepted Accounting Principles (GAAP).

Securities may be sold for more or less than book value if such action is consistent with University's investment goals. Proceeds or losses from the sale of investments are charged to investment income at the time of sale.

Any internally administered liquidity funds will be invested by the Treasurer or their designee with the eligible institution submitting the highest net interest rate bid for the type and amount of investment requested through an open solicitation. (normally - certificates of deposit, repurchase agreements or US Treasury or Agency instruments) A bid list of institutions is to be maintained by and available for review at the Office of the Treasurer and are subject to audit by the State Board of Accounts.

In determining the number of bids to be solicited and which such institutions are to be contacted, time available to place investments in order to obtain same-day investments of funds, total net yield over the life of the investment, and level of service are to be considered.

In the event two or more eligible institutions submit the same high net bid for the type of investment requested, the investment may be placed with the institution selected at the discretion of the internal investment manager after considering such factors as accumulated investments already placed and service provided by the institution. Preference will be given to Indiana institutions because of the additional insurance coverage provided by the state.

The University's investment eligible funds may be delegated in part or whole to outside professional investment managers (example: Commonfund) whose selection is based upon the recommendation of the Treasurer of the Board, subject to Board of Trustee approval. The amount of funds allocated to the external investment managers will be determined by the Treasurer following the development of a strategy to assure sufficient liquidity will be available to meet the operating cash flow needs of the University. The operating logistics of these outside managed funds will be administered by the Treasurer or their designee.

The unobligated earnings from the investments will be administered by the Treasurer following consultation with the President concerning their operating priorities and initiatives.

The Treasurer or their designee is to report to the Board of Trustees on a continuing basis, but not less than quarterly on the investment results of transactions governed by this policy. Any exception to the investment policy determined to be necessary by the Treasurer will also be reported to the Board of Trustees.

Indiana Code 20-12-1-2 Powers

(a) The Indiana State University board of trustees, shall have the power and duty:

(10) To establish and carry out written policies for the investment of the funds of the institution in the manner provided by IC 30-4-3-3.

Indiana Code 30-4-3-3 (18-c)

In acquiring, investing, reinvesting, exchanging, retaining, selling, and managing property for any trust, the trustee thereof shall exercise the judgement and care under the circumstances then prevailing which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the trustee is authorized to acquire and retain every kind of property, real, personal, or mixed, and every kind of investment, including specifically, but without in any way limiting the generality of the foregoing, bonds, debentures, and other corporate obligations, stocks, preferred or common, and real estate mortgages, which persons of prudence, discretion, and intelligence acquire or retain for their own account, and within the limitations of the foregoing standard, the trustee is authorized to retain property properly acquired, without limitation as to time and without regard to its suitability for original purchase. Within the limitations of the foregoing standard the trustee is authorized to sell covered security options and to purchase back previously sold covered security options.

Investment policy revised February 16, 2001

BANK SIGNATURE AUTHORIZATION/APPOINTMENT OF BOARD
TREASURER (Judge Stelle)

1. Signature Authorization for Checks

Recommendation: Approval of the manual signature and the machine signature of William A. Crichfield, Chief Financial Officer and Treasurer, as the authorized signature for checks drawn on bank deposits of Indiana State University on or after December 15, 1996.

2. Appointment - Treasurer

Recommendation: Appointment of William A. Crichfield as Treasurer of the Board of Trustees effective December 15, 1996.

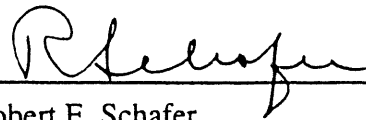
3. Authorization to Invest Funds/Transfer Securities

Recommendation: Approval of the following resolution:

RESOLVED, that William A. Crichfield, the Treasurer of the Corporation, is fully authorized and empowered from the date of his appointment as Treasurer to invest funds of the Corporation, transfer, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures notes, subscription warrants, stock purchase warrants, evidences of indebtedness or other securities now or hereafter standing in the name of or owned by this Corporation, and to make, execute and deliver any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

On a motion by Dr. Zietlow, seconded by Mrs. House, the recommendations were approved.

I certify that this is a true and complete copy of the minutes of the December 6, 1996 Board of Trustee meeting.



Robert E. Schafer
Vice President for Administration
and Secretary of the University

Residence Hall and University Apartments Rate Proposal for 2001-2002

Residential Life is proposing a two-part rate increase for 2001-2002. A 3.1% increase is needed to meet Residential Life's operational requirements. Additionally, a .9% increase is proposed to assist the University in meeting increased utility costs. This is a total rate request proposal of 4%.

The operational portion of this rate increase reflects the additional staffing and operating costs generated by the opening of newly renovated Jones Hall. This rate adjustment also provides funding for an increase in administrative and support staff salaries. The Dining Service portion of the room and board increase is to cover the increased costs of food, full-time employee wages, fringe benefits and supplies. Dining Service will also increase its payment into the Housing/Dining Capital Reserve. The largest capital item in the 2001-2002 operating budget is the renovation of Lincoln Quad to reduce utility costs and enhance the living environment. In the summer of 2001, the first phase of a 2.2 million-dollar project to enhance the appearance of the stairwells and install new windows and roofs will be completed.

In addition to making a substantial investment in energy efficient renovations, Residential Life will contribute \$100,000 to the Indiana State University utility budget to assist in paying utility charges.

Residential Life is proposing a change in the sophomore requirement of the University Housing Policy. This change could affect occupancy, and therefore, this proposal assumes no growth in residence halls population except that generated by the opening of Jones Hall. Residential Life will continue to market the residence halls as a positive environment that students should choose over other options.

The new rate for students with less than 56 academic credit hours would be \$4788.90. The rate for students with 56-86 credit hours would be \$4603.60 and students with 87 or more hours, including graduate students, will pay \$4433.60. The new residence hall rates will become effective August 12, 2001.

The proposed rate for single room occupancy will be \$403.40/semester. This increase is an additional \$23.80/year.

Hines and Jones Hall rates are higher because they feature a private bathroom and individual room temperature controls. The rates for these rooms are \$5043.90 for Sophomores, Juniors will pay \$4858.60 and Seniors will pay \$4688.60.

Residential Life is proposing to increase the rate at University Apartments for furnished apartments and for two bedroom apartments. We propose to raise the rates for a one bedroom furnished apartment by \$13.00/month, a two bedroom furnished apartment by \$11/month and a two bedroom unfurnished by \$10/month. This would make the rates for a one bedroom furnished apartment \$409/month, a two bedroom furnished \$466/month and a two bedroom unfurnished \$420/month. Other apartment rates would remain the same. These rates would be comparable to the Terre Haute market. Units 3 & 4 have recently been painted. Continued marketing and upgrading of apartments is necessary in order to keep occupancy high. Changes in requirements to live at University Apartments have increased occupancy.

INDIANA STATE UNIVERSITY
 Residence Hall Rate Proposal for 2001-02
 Effective August 12, 2001

All Halls Except Lincoln Quad. & Hines/Jones Hall

| | <u>1997-98</u> | <u>1998-99</u> | <u>1999-00</u> | <u>2000-01</u> | <u>2001-02</u> |
|------------------------------|----------------|----------------|----------------|----------------|----------------|
| Room and Standard Board Plan | 4,142.90 | 4,304.40 | 4,433.60 | 4,603.60 | 4,788.90 |

Lincoln Quad.

| | | | | | |
|------------------------------|----------|----------|----------|----------|----------|
| Room and Standard Board Plan | 4,256.80 | 4,423.40 | 4,556.00 | 4,729.40 | 4,907.90 |
|------------------------------|----------|----------|----------|----------|----------|

Hines/Jones Hall

| | | | | | |
|------------------------------|--|--|----------|----------|----------|
| Room and Standard Board Plan | | | 4,688.60 | 4,858.60 | 5,043.90 |
|------------------------------|--|--|----------|----------|----------|

Optional Accommodations

| | | | | | |
|-------------------------------------------|--------|--------|--------|--------|--------|
| Commons Advantage | 357.00 | 357.00 | 357.00 | 357.00 | 357.00 |
| Combo Advantage | 228.82 | 228.82 | 228.82 | 228.82 | 228.82 |
| Credit Advantage | 156.06 | 156.06 | 156.06 | 156.06 | 156.06 |
| Single Room | 629.00 | 654.50 | 680.10 | 741.20 | 765.00 |
| 2-Student in 21 Room (Mills-Blumberg) | 306.00 | 306.00 | 317.90 | 317.90 | 326.40 |
| 1-Student in 21 Room (Rhoads-Cromwell) | 306.00 | 306.00 | 317.90 | 317.90 | 326.40 |
| L.Q. - D Room (Single Occupancy) | 680.00 | 714.00 | 741.20 | 741.20 | 765.00 |

INDIANA STATE UNIVERSITY
 University Apartments Rate Proposal for 2001-02
 Effective August 1, 2001

| | <u>Student Rate</u> | | |
|--------------------------------------|---------------------|-----------------|----------------|
| | <u>2000-01</u> | <u>Increase</u> | <u>2001-02</u> |
| <u>100 Farrington Street: Unit 1</u> | | | |
| One Bedroom Furnished Apartments | \$396.00 | 0.00 | \$396.00 |
| Two Bedroom Furnished Apartments | 455.00 | 11.00 | 466.00 |
| <u>200 Farrington Street: Unit 2</u> | | | |
| One Bedroom Unfurnished Apartments | 349.00 | 0.00 | 349.00 |
| Two Bedroom Unfurnished Apartments | 410.00 | 10.00 | 420.00 |
| <u>201 Crawford Street: Unit 3</u> | | | |
| One Bedroom Unfurnished Apartments | 396.00 | 0.00 | 396.00 |
| Two Bedroom Unfurnished Apartments | 455.00 | 10.00 | 465.00 |
| Three Bedroom Unfurnished Apartments | 550.00 | 0.00 | 550.00 |
| <u>101 Crawford Street: Unit 4</u> | | | |
| One Bedroom Unfurnished Apartments | 396.00 | 0.00 | 396.00 |
| Two Bedroom Unfurnished Apartments | 455.00 | 10.00 | 465.00 |
| Three Bedroom Unfurnished Apartments | 550.00 | 0.00 | 550.00 |

| | <u>Staff Rate</u> | | |
|--------------------------------------|-------------------|-----------------|----------------|
| | <u>2000-01</u> | <u>Increase</u> | <u>2001-02</u> |
| <u>100 Farrington Street: Unit 1</u> | | | |
| One Bedroom Furnished Apartments | 505.00 | 0.00 | 505.00 |
| Two Bedroom Furnished Apartments | 544.00 | 0.00 | 544.00 |
| <u>200 Farrington Street: Unit 2</u> | | | |
| One Bedroom Unfurnished Apartments | 458.00 | 0.00 | 458.00 |
| Two Bedroom Unfurnished Apartments | 500.00 | 0.00 | 500.00 |
| <u>201 Crawford Street: Unit 3</u> | | | |
| One Bedroom Unfurnished Apartments | 520.00 | 0.00 | 520.00 |
| Two Bedroom Unfurnished Apartments | 560.00 | 0.00 | 560.00 |
| Three Bedroom Unfurnished Apartments | 701.00 | 0.00 | 701.00 |
| <u>101 Crawford Street: Unit 4</u> | | | |
| One Bedroom Unfurnished Apartments | 520.00 | 0.00 | 520.00 |
| Two Bedroom Unfurnished Apartments | 560.00 | 0.00 | 560.00 |
| Three Bedroom Unfurnished Apartments | 701.00 | 0.00 | 701.00 |

**Agreement Between
Indiana State University
And
RHR International Company**

This agreement is entered by and between the Trustees of Indiana State University, a political subdivision of the State of Indiana, with principal offices in Terre Haute, Indiana (hereinafter "ISU"), and RHR International Company (a Corporation) with principal offices in Wood Dale, IL, witnesseth that:

Recitals

WHEREAS, ISU is developing certain academic and training materials relating to the insurance industry through its Gongaware Center, and

WHEREAS, RHR International is in the business of executive development and coaching and the parties believe RHR International can be of assistance to ISU in developing such academic and training materials.

Operative Provisions

Now, therefore, in consideration of the mutual covenants and conditions hereinafter recited and made, it is agreed between the parties as follows:

Projects. The parties shall undertake such duties and responsibilities as are set forth on the attached Schedule "A," which is, by reference, made a part of this Agreement. Delivery of scheduled services or products shall be addressed in Schedule "A."

Payment. In exchange for the work described on Schedule "A," during the first year of the Agreement, ISU shall pay RHR International an amount detailed in Schedule "A". During the second year of the Agreement, ISU shall pay RHR International an amount agreed upon by both parties. RHR International shall submit invoices on a periodic basis, payable within 30 days by ISU upon receipt.

Nondisclosure. Information concerning various potential product, service and market in ideas, including, but not limited to, processes, customer lists, and other similar information, exchanged between the above named parties will be protected in accordance with this Agreement. Such information shall be individually or collectively referred to herein as "Proprietary Information."

Use of Proprietary Information and Exceptions. Neither of the parties hereto shall use or disclose for any purpose other than evaluation of any potential product, service or marketing idea, any Proprietary Information disclosed to it by the other party in connection with the performance of this Agreement, and shall use reasonable efforts to protect such information as it employs to avoid disclosure, publication or dissemination of its own proprietary information.

Term. This Agreement shall be for a period of two years subsequent to the date of execution below and shall automatically terminate at the expiration of such term. However, both parties have the power to terminate this Agreement prior to the automatic expiration of its terms by giving six (6) months notice in writing to the other party.

Ownership of Intellectual Property. ISU recognizes that the consulting methodologies and related intellectual property that RHR has developed prior to and will develop during its engagement with ISU constitute proprietary property that must and will remain the property of RHR.

Notice. Any notices required or permitted to be given under this Agreement shall be in writing and sent by United States mail (certified), return receipt requested, to the following:

| | | |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| If to RHR International: | Robert Pierce, CFO RHR International Company 220 Gerry Drive Wood Dale, IL 60191 | Cc: Michael Seitchik RHR International 1515 Market St. Suite 820 Philadelphia, PA19102 |
| If to ISU: | Office of Legal Affairs Indiana State University Condit House Indiana State University Terre Haute, IN 47809 | |

Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected. The parties agree that the covenants and obligations of the parties contained herein shall be independent of each other, and the performance of any obligation arising hereunder is not conditioned upon the performance of any other obligation.

Integration. This Agreement contains the full and entire Agreement of the Parties, superseding all previous understandings and commitments.

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

Prevailing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by these duly authorized officers this day and year first above written.

Indiana State University

By: _____
David R. Hopkins
Interim Provost and
Vice President for Academic Affairs

By: _____
Robert Pierce
Chief Financial Officer

Date: _____

Date: _____

Estimated Cost Summary

- **Initial cost to the Gongaware Center**

Industry-wide Profile of Success™ \$15,000-20,000

- **Cost to each participating company**

Individual Profile of Success™ \$2,500

- **Cost for each participant**

Individual Assessment, feedback, and coaching \$7,500-8,000

- Pre-Assessment discussion with management
- Assessment interview
- Distribution of 360° materials (minimum 8 raters)
- Analysis of 360° results
- Create Leadership Development Plan™
- Feedback to individual participant
- Feedback to management
- 3-way meeting with the participant and his/her manager
- Coaching sessions

Assessment of program effectiveness \$3,500

- Re-administer 360° survey (minimum 8 raters)
- Interview with participants, their bosses,
and other key individuals
- Critiques of action learning homework assignments

Total for each participant = \$11,000-11,500

**AGREEMENT FOR PLACEMENT OF
A COMMUNITY HEALTH INTERN
BY INDIANA STATE UNIVERSITY**

Re: Marvin Davis

This agreement, entered the 20th of December, 2000, between Indiana State University, hereinafter ISU, and St. Vincent Fitness Center, hereinafter agency, in consideration of the mutual agreement and covenants hereinafter set forth, witnesseth:

1. Terms of Agreement

This agreement commences on the date of its signing, which signing shall not occur until both parties have obtained appropriate authorization of entry in the agreement from their respective governing authorities, and continues until either party terminates this agreement.

2. Services Rendered

The services to be rendered by the student intern hereunder are such services for St. Vincent Fitness Center as are customarily provided by community health personnel.

3. Duration of Internship

The length of the internship is to be between 13 and 15 weeks, depending upon the needs of the facility. The internship is not to exceed 15 weeks.

4. Supervision

St. Vincent Fitness Center agrees to provide appropriate supervision for the student intern during the time that he or she is providing services under the terms of this agreement.

5. Selection and Assignment

ISU will assist St. Vincent Fitness Center in selecting the student Intern. ISU will send student resumes to St. Vincent Fitness Center or to its representative in a timely manner and arrange for St. Vincent Fitness Center to interview students for possible placement as a student intern. ISU agrees to consult with St. Vincent Fitness Center about the student intern, and St. Vincent Fitness Center reserves the right to terminate its relationship with the student intern should the intern conduct himself or herself in a fashion that is not in accord with the standards of the profession.

6. Termination

- a. Either party may terminate this agreement by giving notice to the other party fifteen (15) days prior to the date of the termination. However, any student who has begun his or her internship experience at the time of any such termination, will be allowed to complete the internship.
- b. In the event that the student intern is not acceptable to St. Vincent Fitness Center as set forth in paragraph 4 above, ISU shall be provided fifteen (15) days within which to locate another student intern acceptable to St. Vincent Fitness Center. In the event that ISU is unable to provide such a replacement student intern during the required fifteen (15) days, then this agreement shall be deemed terminated without giving of notice, otherwise required under paragraph 5.a above.

7. Relationship of the Parties

The parties acknowledge that they stand in the relationship of independent contractors, and neither considers itself an employee or supervisor of the other. ISU, however, considers the student intern as a volunteer of St. Vincent Fitness Center for the period of the internship unless St. Vincent Fitness Center explicitly modifies the student intern's status. St. Vincent Fitness Center hereby indemnifies and holds ISU harmless for any and all causes of action which may arise between them or between them and third parties as a result of this agreement or any services provided hereunder, including but not limited to actions alleging negligence or intentional misconduct by the student intern.

8. Notice

In the event that notice is required of either party hereunder, it shall be provided through first class United States mail addressed to the following:

For ISU

Indiana State University
200 N 7th St
Terre Haute, IN 47809

For St. Vincent Fitness Center

8402 Harcourt Rd #100
Indianapolis, IN 46260

For ISU

By:

David Hopkins
Provost & Vice President for Academic Affairs

For St. Vincent Fitness Center

By:

Nancy A Barton
Health Promotion Consultant

First Addendum

This First Addendum to the Affiliation Agreement by and between Parkview Hospital, Inc. and Indiana State University, Terre Haute, Speech Pathology Program ("Affiliation Agreement"), which Affiliation Agreement is dated February 29, 2000, shall incorporate by reference all of the provisions of that certain Affiliation Agreement, save and accept that the term of the Affiliation Agreement shall be extended for an additional one-year period of time after (last date of contract), to February, 2002.

Dated this _____ day of _____, _____.

PARKVIEW HOSPITAL, INC.

INDIANA STATE UNIVERSITY
TERRE HAUTE

By: _____

By: _____

Frank Byrne, MD

It's President

It's _____

AFFILIATION AGREEMENT

BY AND BETWEEN

Parkview Hospital, Inc. located at 2200 Randallia Drive, Fort Wayne, Indiana 46805 ("Facility")

AND

Indiana State University, whose address is School of Education, Room 410, Terre Haute, IN 47809

, ("School"),

WITNESSETH:

WHEREAS, the Facility is organized for the purpose of operating a health care facility, including the operation of a Speech Pathology department; and

WHEREAS, the School has several academic programs and desires to cooperate with the Facility to provide clinical educational experiences to students ("Affiliating Student(s)") enrolled in its Speech Pathology Program; and the Facility desires and is able to function as a site for such clinical educational experiences;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

Section 1. Definitions

- (a) Affiliation Date: The Affiliation Date shall be the date mutually agreed upon by the parties upon which the clinical educational experience of any Affiliating Student is scheduled to begin at Facility.
- (b) Facility Proprietary Information: Facility Proprietary Information shall include, but not be limited to, surveys, studies, management guidelines and procedures, software programs, hardware configuration, statistical patient information, records created by Facility employees, patient records, business methods and practices and similar compilations regularly used in the business operations of Facility.

Section 2. Relationship of Parties

The Facility and the School shall at all times act as independent contractors, and nothing in this Agreement shall be construed as creating an agency, employment or joint venturer relationship between the parties. Affiliating Students shall not be deemed to be employees or agents of Facility or of Parkview Health System, Inc. ("PHS").

Section 3. Responsibilities of the School

With respect to the Program identified in this Agreement, the School agrees that it shall:

- (a) prior to the Effective Date of this Agreement, provide Facility a written statement of the objectives of the clinical educational experience, and copies of all documents relevant to the clinical educational experience;
- (b) ensure that prior to the date each Student arrives at the Facility ("Affiliation Date") and at the School's own cost and expense, each Student:
 - (i) is trained in compliance with Occupational Health and Safety Administration ("OSHA") Blood-Borne Pathogen Regulations;
 - (ii) provides documentation to Hospital of immunization(s) or immunity in compliance with OSHA Blood-Borne Pathogen Regulations and PHS policies and procedures; and
 - (iii) meets all other health requirements of Facility;
- (c) notify the Facility four (4) weeks in advance of the Affiliation Date, of any reasonable accommodation(s) required by any Affiliating Student to allow the Affiliating Student access to participate in the Program. The Facility shall provide reasonable accommodation(s) to the Affiliating Student(s), and the School agrees to reimburse the Facility for the costs of such reasonable accommodation(s);
- (d) prior to the Affiliation Date, require each Affiliating Student and any School faculty members who will be on-site at the Facility to sign Facility's Confidentiality Agreement, which is attached to this Agreement as Appendix A, and is incorporated by reference herein. Copies of all executed Confidentiality Agreements shall be made available to Facility prior to the Affiliation Date;

- (e) prior to the Affiliation Date, inform each Affiliating Student and any School faculty members who will be on-site at the Facility in writing that Affiliating Student(s) and School faculty will be solely responsible for all health care expenses incurred during the term of the clinical educational experience regardless of whether such expenses are:
 - (i) for health care services provided by Facility, or
 - (ii) otherwise incurred in connection with the clinical educational experience;
- (f) remove any Affiliating Student or School faculty from participation in the clinical educational experience immediately upon request and demonstration of reasonable cause by Facility; however, Facility reserves the right to immediately remove any Affiliating Student or School Faculty from Facility premises if Facility determines that the Affiliating Student or School Faculty's presence at Facility may compromise patient care. In the event an Affiliating Student is removed from the clinical educational experience, the Affiliating Student shall promptly vacate Facility premises, remove any and all personal property and return any Facility Proprietary Information to the Facility; and
- (g) ensure that each Affiliating Student and School faculty member shall at all times while on Facility property wear a name tag, badge, or other identifying label that clearly states the Affiliating Student's or Faculty member's identity and School's name.

Section 4. Responsibilities of the Facility

With respect to the Program identified in this Agreement, the Facility shall

- (a) serve as a clinical laboratory to which Affiliating Student(s) may be assigned to participate in the clinical educational experience;
- (b) retain ultimate responsibility for patient care, ensuring that Facility staff direct or supervise all aspects of patient care;
- (c) at all times maintain adequate, credentialed staff to perform all Facility functions; and

(d) provide all of the supplies, equipment, facilities, services, and utilities required for the general operation of the Facility. The Facility shall direct the Affiliating Student(s) as to supplies, equipment, facilities, services and utilities the Affiliating Student(s) shall be permitted to use. Unless otherwise agreed to in writing, the Facility shall be responsible, at its sole expense, for maintaining all Facility equipment necessary for the general operation of the Facility in good working order, and shall be responsible for scheduling and facilitating maintenance of said equipment. Nothing in this Agreement shall be deemed to create a property interest on the part of the School, its employees or agents, or any Affiliating Student in Facility property or equipment.

Section 5. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, via first class, postage prepaid, and addressed as follows:

If for the Facility: Parkview Hospital, Inc.
2200 Randallia Drive
Fort Wayne, Indiana 46805

If for the School: Indiana State University
School of Education, Room 410
Terre Haute, IN 47809

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth in this Section.

Section 6. Term

(a) This Agreement shall commence on 2-29, 2000 ("the Effective Date") and be in force for a period of one (1) year from the Effective Date until 2-29-2001, 200__ ("the Expiration Date"). This Agreement shall expire on the Expiration Date unless it is extended by the written agreement of both parties prior to the Expiration Date.

- (b) Either party may terminate this Agreement without cause at any time during the term of this Agreement upon giving the other party thirty (30) days written notice of its intention to terminate.
- (c) At any time following the Effective Date, this Agreement may be terminated for cause by either party in the event of a material breach of any provision of this Agreement by either the Facility, or the School. The non-breaching party shall give written notice of the material breach to the breaching party, containing a specific statement of the material breach. The breaching party shall have thirty (30) days from the receipt of such notice to correct the material breach or the non-breaching party may immediately terminate this Agreement effective at the end of said thirty (30) day period.
- (d) Notwithstanding the foregoing, this Agreement may also be terminated in accordance with its terms.
- (e) Effects of expiration or termination:
- (i) Upon the Date of Expiration or termination of this Agreement, neither party shall have any further obligations hereunder except for (1) obligations due and owing that arose prior to the date of termination and (2) obligations, promises or covenants contained herein which expressly extend beyond the term of this Agreement.
 - (ii) Upon the Date of Expiration or termination of this Agreement, the School faculty and Affiliating Student(s) shall promptly vacate Facility premises, remove any and all personal property and return any Facility Proprietary Information to the Facility.
 - (iii) The parties hereby agree that the Facility provides an essential community service and that the Facility must continue to operate regardless of any differences that may arise between the parties. It is therefore hereby agreed that the School, School's employees, agents or any Affiliating Student will not seek injunctive relief in the event that the Facility requests removal of an Affiliating Student or otherwise provides notice of termination of this Agreement.

Section 7. Insurance

- (a) The School shall maintain in force professional and general liability insurance covering the School in at least such minimum amounts and terms as required by law. The cost of any such professional and commercial liability insurance shall be the sole responsibility of the School. Such policies shall provide coverage for Facility's employees and agents, and shall name Affiliating Students as additional insureds.
- (b) The School shall provide upon request to Facility copies of the commercial and professional liability insurance policies described in subsection (a) above, or any certificates of insurance issued which indicate the general nature of coverage provided, and lists of all extensions and endorsements, including, but not limited to, workers' compensation, comprehensive liability, personal injury, blanket contractual, and product liability. These policies and certificates shall state that coverage is to be primary, and provide for thirty (30) days advance written notice of cancellation, non-renewal, or of any reduction or limitation of coverage, or for any such updates or changes to the existing coverage.
- (c) Upon renewals, changes and/or updates to any insurance coverage described in this Section, the School shall provide to Facility updated insurance certificates within twenty (20) days prior to the effective date of change.

Section 8. Compliance With Law

- (a) The parties shall comply with all applicable statutes, rules, regulations and standards of any and all governmental authorities and regulatory and accreditation bodies. The parties represent and warrant that the services to be performed under this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates state or federal law.
- (b) If the Facility determines that any provision of this Agreement becomes violative of the rules, regulations or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule or regulation, or administrative or judicial decision, subjects any individual to any form of excise tax or monetary penalty, or jeopardizes the status of the Facility as an organization

described in Section 501(c)(3) of the Internal Revenue Code of 1986, the Facility may alter the terms of this Agreement so that it no longer violates the same, no longer subjects any individual to any form of excise tax or monetary penalty, or no longer jeopardizes the status of Facility as a Section 501(c)(3) organization.

Section 9. Facility Proprietary Information

Facility Proprietary Information ("Information") shall be the property of Facility and shall be available at Facility's sole discretion for the use of Affiliating Student(s) who participate in the clinical educational experience pursuant to this Agreement; however, such Information shall not be removed from Facility by any Affiliating Student under any circumstances. All patient charts, patient information and other documents that contain PHS logo or name shall be considered proprietary information. The School and Affiliating Students shall not disclose this Information, including information relating to Facility operations, to persons other than the Facility board, management or medical staff, or such governmental or private accreditation or licensing bodies or third-party reimbursement agencies with whom Facility has directed or authorized School or the Affiliating Students to deal, unless Facility has given written consent for the release of information. All Information in the possession of the School or any Affiliating Student at the expiration or termination of this Agreement shall be returned to Facility. In the event of the breach of this provision, Facility shall be entitled to equitable relief, including an injunction or specific performance in addition to any other remedy otherwise available at law or in equity.

Section 10. Indemnification

- (a) The School shall indemnify and hold the Facility harmless for all claims, damages, losses, and expenses, including attorney fees, arising out of any claim for negligence resulting from the action or inaction of School, its employee(s) or agent(s) or any Affiliating Student under this Agreement for which a final judicial or other determination is made that the School, its employee(s) or agent(s), or

any Affiliating Student is legally responsible for such claim. Facility will allow School to assume its defense in the event of such a claim to prevent added, duplication legal fees.

- (b) The Facility shall indemnify and hold the School harmless for all claims, damages, losses, and expenses, including attorney fees, arising out of any claim for negligence resulting from the action or inaction of Facility or its employee(s) or agent(s) under this Agreement for which a final judicial or other determination is made that the Facility or any of its employees or agents is responsible for such claim.

Section 11. Cooperation in the Event of a Claim

- In the event that either party becomes aware of any alleged injury arising out of conduct or activities related to this Agreement, each party has a duty to give the other party notice containing the particulars sufficient to identify the name and address of the allegedly injured person or entity, the place and circumstances of the alleged incident and the addresses of the available witnesses. Each of the parties hereto shall cooperate with each other in the disposition of claims and lawsuits.

Section 12. Assignment

This Agreement may not be assigned by either party, without the express written consent of the other. Upon such assignment, this Agreement and its duties and obligations shall be binding on the parties hereto and to their successors and assigns.

Section 13. Amendments

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid it shall have been reduced to writing and signed by both parties.

Section 14. Strict Performance

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

Section 15. Entire Agreement

There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement.

Section 16. Invalidity or Unenforceability of Particular Provisions

The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 17. Choice of Law and Venue

This Agreement has been executed and delivered in and shall be governed by the laws of the State of Indiana. The courts in Allen County, Indiana shall be the exclusive courts of jurisdiction and venue for any proceeding between the parties that may or arise out of this Agreement.

Section 18. No Third-Party Rights

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties to this Agreement.

SECTION I
Exhibit F
February 16, 2001

IN MEMORIAM

WILLIAM A. RUFFER

WHEREAS, William A. Ruffer, Professor Emeritus of Physical Education, died on the nineteenth day of January, two thousand one, and;

WHEREAS, William A. Ruffer had given loyal and devoted service to Indiana State University for twenty 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 FEBRUARY, TWO THOUSAND ONE.

SECTION II
February 16, 2001

A. UNIVERSITY INVESTMENTS (Mr. Crichfield)

At the October 23, 1998, Board of Trustee meeting a resolution was adopted modifying the investment policy and giving the Treasurer authority to manage the short and long-term investments of the University.

The following comparative presentation has been modified to a year to date reporting basis for month ending December 31, 2000:

| | Year to date FY2001 July-December Average Invest | Year to date FY2001 July-December Avg Net Earnings | Return on Investment Annualized |
|-----------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------|---------------------------------------|
| <u>Internal Invested Funds</u> | | | |
| 1. Cash (Sweep) | \$7,851,931 | \$29,069 | 4.48% |
| 2. Short Term Invest (1 month to 2 years) Exhibit A | \$25,137,720 | \$724,337 | 5.76% |
| 3. Common Fund | \$2,000,000 | \$4,270 | 7.10% |
| <u>Comparative Index</u> | | | |
| Avg Yield on 3 Month T-Bill | | | 6.00% |
| Commonfund Short Term Fund | | | 7.10% |
| <u>External Invested Funds</u> | | | |
| 1. Medium Term exceeds two years | \$43,209,463 | \$218,696 | 5.90% |
| <u>Comparative Index</u> | | | |
| Avg Yield on 2 year T-Bill | | | 6.18% |

B. VEBA INVESTMENTS (Mr. Crichfield)

On December 4, 1998, the Board of Trustees authorized the establishment of a Voluntary Employees' Benefit Association (VEBA) trust for post retirement health care benefits. The transition of moving the VEBA funding to outside investment professionals was completed by December 31, 1998. The VEBA strategy is to accumulate a total of approximately \$51M by the end of the next ten years. The funding strategy includes a combination of a \$2M annual university and employee contribution combined with annual investment gains projected at 8%.

A Treasurer's report is to be made to the Board semiannually. An annualized rate of return based upon a point in time comparison is presented below for the preceding six month reporting period.

December 31, 2000 4.89%

Based upon a recommendation from the Oxford Group, a decision was made by the investment committee to exit our investment position with CCM and reinvest with PIMCO Total Return Bond Fund. The required transfer documents were signed on August 14, 2000.

C. REPORT OF YEAR TO DATE OPERATING EXPENDITURES AS OF DECEMBER 31, 2000 (Mr. Crichfield)

This statement of operating expenditures is presented in Exhibit B.

Due to the number of questions concerning the content of the year to date expenditure report, the Controller's Office will attempt to create more of a detail analysis and make a presentation during the April 06, 2001 Board of Trustee meeting.

D. OTHER FINANCIAL ISSUES (Mr. Crichfield)

1. Federal Tax Reporting: The Controller's Office has completed and mailed 14,500 of the 1098-T (reporting payments to parents); 368 of the 1099s (miscellaneous payments for services); 350 of the 1042-S (report on foreign students who receive exempt payments, including stipends). The Controller's Office also provides a tax seminar for foreign students to help them report their taxes under the appropriate tax treaty. The IRS has agreed to assist with this seminar. There are currently 75 different tax treaties covering foreign students. ISU only has students from approximately one-half of eligible countries. We current use the "windstar" software package which contains all of the tax treaties.
2. The Treasurer has entered into a two-year natural gas supply contract beginning July 01, 2001. The contract is with Energy USA which purchased both the gas and pipeline capacity equal to the average ISU need for the last five years.

3. The Treasurer has currently solicited banks for the \$5.5M in interim borrowing for the Jones Residence Hall remodeling project. The Board of Trustees authorized this borrowing at their meeting on October 22, 1999.

INTERNAL INVESTMENTS

| <u>DATE OF PURCHASE</u> | <u>PRINCIPAL AMOUNT</u> | <u>DATE OF MATURITY</u> | <u>COST</u> | <u>YIELD</u> |
|-----------------------------|-----------------------------|-----------------------------|-------------|--------------|
|-----------------------------|-----------------------------|-----------------------------|-------------|--------------|

TERRE HAUTE FIRST NATIONAL CERTIFICATE OF DEPOSIT

| | | | | |
|----------|-----------------|----------|-----------------|-------|
| 09/20/00 | \$ 3,000,000.00 | 10/30/00 | \$ 3,000,000.00 | 6.81% |
| 09/20/00 | \$ 3,000,000.00 | 11/13/00 | \$ 3,000,000.00 | 6.81% |
| 09/20/00 | \$ 2,000,000.00 | 12/04/01 | \$ 2,000,000.00 | 6.81% |
| 10/19/00 | \$ 2,000,000.00 | 01/02/01 | \$ 2,000,000.00 | 6.86% |
| 10/19/00 | \$ 2,000,000.00 | 01/31/01 | \$ 2,000,000.00 | 6.86% |
| 10/19/00 | \$ 2,000,000.00 | 02/28/01 | \$ 2,000,000.00 | 6.86% |
| 12/21/00 | \$ 4,000,000.00 | 01/02/01 | \$ 4,000,000.00 | 6.43% |
| 12/22/00 | \$ 2,000,000.00 | 01/02/01 | \$ 2,000,000.00 | 6.40% |

IRWIN UNION CERTIFICATE OF DEPOSIT

| | | | | |
|----------|-----------------|----------|-----------------|-------|
| 11/22/00 | \$ 2,000,000.00 | 12/12/00 | \$ 2,000,000.00 | 6.60% |
| 11/22/00 | \$ 2,000,000.00 | 12/19/00 | \$ 2,000,000.00 | 6.63% |
| 11/22/00 | \$ 2,000,000.00 | 01/02/01 | \$ 2,000,000.00 | 6.68% |

Indiana State University
Expenditures
December 31, 2000

| | FY 2001 Revised Budget | FY 2001 Dec-00 YTD | FY 2000 Dec-99 YTD | FY 2000 Total Year |
|-------------------------------|------------------------------|--------------------------|--------------------------|--------------------------|
| President | | | | |
| Wage Expense | 548,112 | 309,677 | 287,855 | 592,551 |
| Benefits | 176,800 | 77,662 | 73,120 | 152,807 |
| Student Wage | 35,051 | 6,828 | 5,726 | 11,059 |
| Supplies Expense | 263,254 | 72,509 | 128,576 | 239,541 |
| Repair and Maintenance | 2,016 | 5 | 502 | 382 |
| Capital Equipment | <u>15,439</u> | <u>8,176</u> | <u>14,571</u> | <u>19,037</u> |
| | \$ 1,040,672 | \$ 474,857 | \$ 510,350 | \$ 1,015,377 |
| Provost-Instruction | | | | |
| Wage Expense | 48,104,751 | 23,470,375 | 22,362,075 | 45,791,305 |
| Benefits | 13,320,844 | 5,136,296 | 4,956,031 | 12,121,131 |
| Student Wage | 1,863,473 | 796,205 | 781,436 | 1,642,698 |
| Supplies Expense | 8,127,870 | 2,231,818 | 2,613,481 | 4,881,250 |
| Repair and Maintenance | 601,105 | 194,938 | 270,028 | 436,307 |
| Sp Academic Computing | 558,329 | 69,871 | 212,116 | 360,208 |
| Capital Equipment | <u>3,455,867</u> | <u>1,802,097</u> | <u>1,744,936</u> | <u>2,818,438</u> |
| | \$ 76,032,239 | \$ 33,701,600 | \$ 32,940,103 | \$ 68,051,337 |
| Planning & Budgets | | | | |
| Wage Expense | 2,096,640 | 905,432 | 854,677 | 1,747,140 |
| Benefits | 633,451 | 271,342 | 267,010 | 551,473 |
| Student Wage | 74,740 | 35,305 | 41,980 | 74,771 |
| Supplies Expense | 632,109 | 244,336 | 268,174 | 565,455 |
| Repair and Maintenance | 30,480 | 27,415 | 33,356 | 34,727 |
| Capital Equipment | <u>57,611</u> | <u>8,097</u> | <u>60,709</u> | <u>66,615</u> |
| | \$ 3,525,031 | \$ 1,491,927 | \$ 1,525,906 | \$ 3,040,181 |
| Administrative Affairs | | | | |
| Wage Expense | 1,603,891 | 830,229 | 729,574 | 1,447,392 |
| Benefits | 575,017 | 237,974 | 219,774 | 441,821 |
| Student Wage | 65,747 | 4,007 | 32,077 | 59,743 |
| Supplies Expense | 885,213 | 355,591 | 295,062 | 679,734 |
| Repair and Maintenance | 56,645 | 912 | 5,368 | 10,731 |
| Capital Equipment | <u>211,802</u> | <u>32,465</u> | <u>92,397</u> | <u>127,688</u> |
| | \$ 3,398,315 | \$ 1,461,178 | \$ 1,374,252 | \$ 2,767,109 |

Indiana State University
Expenditures
December 31, 2000

| | FY 2001 Revised Budget | FY 2001 Dec-00 YTD | FY 2000 Dec-99 YTD | FY 2000 Total Year |
|------------------------------------------|------------------------------|--------------------------|--------------------------|--------------------------|
| Facilities Mgmt & Power Plant | | | | |
| Wage Expense | 4,833,301 | 2,208,742 | 2,045,388 | 4,092,598 |
| Benefits | 1,595,733 | 672,672 | 638,806 | 1,316,859 |
| Student Wage | 189,122 | 74,289 | 67,859 | 137,458 |
| Supplies Expense | 528,639 | 1,297,586 | 1,660,732 | 1,005,717 |
| Utilities | 1,000 | - | 105,008 | 4,701 |
| Repair and Maintenance | 1,227,622 | 257,505 | 1,092,877 | 1,524,854 |
| Capital Equipment | <u>605,072</u> | <u>301,698</u> | <u>437,558</u> | <u>547,985</u> |
| | \$ 8,980,489 | \$ 4,812,492 | \$ 6,048,228 | \$ 8,630,172 |
| Advancement | | | | |
| Wage Expense | 1,425,214 | 812,634 | 621,391 | 1,266,866 |
| Benefits | 462,987 | 271,222 | 202,732 | 425,992 |
| Student Wage | 66,260 | 35,961 | 39,325 | 79,810 |
| Supplies Expense | 1,190,947 | 504,020 | 590,485 | 1,073,032 |
| Repair and Maintenance | 1,810 | 250 | 65 | 1,318 |
| Capital Equipment | <u>47,706</u> | <u>29,769</u> | <u>10,254</u> | <u>68,122</u> |
| | \$ 3,194,924 | \$ 1,653,856 | \$ 1,464,252 | \$ 2,915,140 |
| Student Affairs | | | | |
| Wage Expense | 4,001,204 | 2,005,730 | 1,911,621 | 3,779,172 |
| Benefits | 1,260,785 | 528,135 | 537,229 | 1,070,008 |
| Student Wage | 201,395 | 94,175 | 87,243 | 200,784 |
| Supplies Expense | 619,979 | 233,366 | 325,037 | 528,223 |
| Repair and Maintenance | 37,358 | 15,968 | 14,665 | 20,790 |
| Capital Equipment | <u>113,410</u> | <u>63,748</u> | <u>39,075</u> | <u>115,347</u> |
| | \$ 6,234,131 | \$ 2,941,122 | \$ 2,914,870 | \$ 5,714,324 |
| University Wide | | | | |
| Wage Expense | 108,429 | 108,429 | 71,592 | 170,841 |
| Benefits | 5,100,983 | 2,204,532 | 2,079,998 | 4,276,715 |
| Student Wage | 1,494 | 3,599 | 2,150 | 5,591 |
| Utilities & Fuel | 4,874,880 | 2,381,568 | 2,661,948 | 4,475,747 |
| Bond & Interest | 554,120 | - | - | - |
| Supplies Expense | 4,208,293 | 2,378,663 | 2,097,261 | 10,531,521 |
| Student Aid | 7,558,956 | 5,594,064 | 5,522,828 | 6,539,246 |
| Repair and Maintenance | 41,512 | - | 1,000 | 369 |
| Capital Equipment | <u>-</u> | <u>16,240</u> | <u>-</u> | <u>-</u> |
| | \$ 22,448,667 | \$ 12,687,095 | \$ 12,436,777 | \$ 26,000,030 |
| TOTAL | \$ 124,854,468 | \$ 59,224,127 | \$ 59,214,738 | \$ 118,133,670 |

SECTION III

FEBRUARY 16, 2001

PERSONNEL (Mr. Schafer)

Recommendation: Approval of all the items in this section.

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

A. FACULTY

1. Appointments

One-Year Appointments

Abraheem A. Almiccaw; Visiting Assistant Professor, Department of Educational and School Psychology; Ph.D., Kent State University; salary \$41,102, prorated from the effective date of January 4, 2001.

Temporary Part-time Appointments, 2001 Spring Semester (effective January 4, 2001, unless otherwise stated)

Elizabeth A. Andres; Lecturer II, Department of Family and Consumer Sciences; M.S., Indiana State University; three hours; salary \$1,800.

Toshihiro Asai; Lecturer II, Department of Languages, Literatures, and Linguistics; B.A., Nihon University; three hours; salary \$1,800.

Bradley Balch; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ph.D., Indiana State University; three hours; salary \$3,000.

Marilyn Bell; Costume Studio Supervisor, Department of Theater; M.S., Indiana State University; seven hours; salary \$4,200.

Susan Blila; Lecturer II, Department of Elementary and Early Childhood Education; M.S., Indiana State University; three hours; salary \$1,800.

Bonnie Bolinger; Lecturer II, Organizational Department; M.B.A., Indiana State University; three hours; salary \$1,800.

Warren Bowden; Lecturer II, Department of Languages, Literatures, and Linguistics; Ph.D., Purdue University; three hours; salary \$1,800.

William Jeff Brown; Visiting Assistant Professor, Department of Psychology; M.S., Butler University; three hours; salary \$3,000.

Bradley S. Brubaker; Visiting Assistant Professor, Department of Psychology; Ph.D., University of Wisconsin-Milwaukee, six hours; salary \$5,000.

Ella M. Bush; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ph.D., Indiana State University; six hours; salary \$6,000.

Dawn Carlson; Lecturer III, Department of Elementary and Early Childhood Education; M.S., Indiana State University; three hours; salary \$3,000.

Charles Clark; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ed.S., Indiana State University; six hours; salary \$6,000.

Peggy Conklin; Lecturer III, Department of English; M.S., Indiana State University; nine hours; salary \$6,300.

Jennifer Cox; Lecturer II, Department of Communication; M.A., Indiana State University; twelve hours; salary \$7,200.

Robert Dalton; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ph.D., Purdue University; three hours; salary \$3,000.

Sue G. Dellinger; Lecturer II, Department of Music; M.M., Butler University; three hours; salary \$1,800.

John Patrick Dolan; Lecturer II, Department of English; M.A., Indiana State University; nine hours; salary \$5,400; Lecturer III, Honors Program; three hours; salary \$2,100.

Veronica L. Dougherty; Lecturer II, Organizational Department; M.B.A., Indiana State University; six hours; salary \$3,600.

Barbara Downey; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ph.D., Indiana State University; six hours; salary \$6,000.

Julie B. Edwards; Lecturer I, Department of Music; M.M., University of North Carolina-Greensboro; six hours; salary \$3,000.

Kristi Kae Finley; Lecturer II, Department of Art; M.F.A., Indiana State University; three hours; salary \$1,800.

John A. Ford; Lecturer III, Department of Communication; M.S., Indiana State University; three hours; salary \$2,100.

Laura Fredendall; Visiting Assistant Professor, Department of Psychology; Psy.D., Indiana State University; three hours; salary \$2,500.

Scott W. Gillie; Lecturer III, Department of Counseling; M.S., Indiana University; three hours; salary \$2,400.

Thomas Harvey; Lecturer I, Department of Music; M.M., New England Conservatory of Music; five hours; salary \$2,500.

Bryan T. Hayden; Lecturer II, Department of Communication; M.S., Indiana State University; six hours; salary \$3,600.

Sharon Sue Jackson; Lecturer I, Department of Music; M.S., Indiana State University; three hours; salary \$1,500.

Jeffrey Jacso; Lecturer II, Department of Political Science; M.B.A., Indiana State University; three hours; salary \$2,100.

Betty James; Lecturer II, Organizational Department; M.B.A., Indiana State University; six hours; salary \$3,600.

Gretchen Jennermann; Lecturer II, Department of Theater; M.A., Indiana State University; three hours; salary \$1,800.

Ed Jones; Lecturer II, Department of Criminology; M.S., Indiana State University; six hours; salary \$3,600.

Bill J. Kassis; Supervisor, Department of Curriculum, Instruction, and Media Technology; M.S., Indiana State University; twelve hours; salary \$9,000.

Donald Kaufman; Lecturer III, Department of Electronics and Computer Technology; M.S., Indiana State University; three hours; salary \$3,600.

Isami Kawachi; Lecturer I, Department of Music; M.M., Indiana University; eleven hours; salary \$5,500.

Charles King; Professor Emeritus, Department of Sociology; Ph.D., SUNY at Buffalo; three hours; salary \$2,100.

Kendra Kirby; Lecturer I, Department of Music; M.M., Bowling Green State University; 6.67 hours; salary \$3,335.

Shelly Klingerman; Lecturer II, Organizational Department; M.B.A., Indiana Wesleyan University; three hours; salary \$1,800.

Jenda K. Krauklis; Lecturer II, Department of Communication; M.A., Indiana State University; twelve hours; salary \$7,200.

Richard Landini; Professor Emeritus, Department of English; Ph.D., University of Florida; three hours; salary \$2,100.

Paul D. Lottino; Lecturer II, Department of Criminology; M.S., Troy State University; three hours; salary \$1,800.

David B. Mannell; Lecturer I, Department of Music; B.M., Emporia State University; ten hours; salary \$5,000.

Patrick McLaughlin; Slide Librarian, Department of Art; M.F.A., Indiana State University; six hours; salary \$3,600.

Martha K. Mertens; Lecturer III, Department of Humanities; M.A., Indiana State University; six hours; salary \$4,200.

Jennifer Minnis; Lecturer II, Organizational Department; M.B.A., Indiana State University; three hours; salary \$1,800.

Stephen Moore; Lecturer II, Department of Science Education; M.S., Indiana State University; ten hours; salary \$6,000.

Robert D. Murphy; Lecturer III, Department of Electronics and Computer Technology; M.S., Purdue University; three hours; salary \$3,600.

Nancy Nichols-Pethick; Lecturer II, Department of Art; M.F.A., Indiana State University; three hours; salary \$1,800.

Bryan O'Neal; Lecturer II, Department of Philosophy; M.A., Purdue University; six hours; salary \$3,600.

Daniel Powers; Lecturer I, Department of Music; M.M., Indiana University; five hours; salary \$2,500.

Robert H. Puckett; Professor Emeritus, Department of Political Science; Ph.D., University of Chicago; three hours; salary \$2,100.

Kimberly Saunders Randall; Lecturer I, Department of Music; M.M., Boston University; nine hours; salary \$4,500.

B. Lee Reberger; Lecturer III, Department of Political Science; J.D., Indiana University; nine hours; salary \$6,300.

Randall Rector; Lecturer I, Department of Mathematics and Computer Science; M.S., Indiana State University; six hours; salary \$3,000.

Carl Riddle; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ed.S., Indiana University; six hours; salary \$6,000.

Walter Rinderle; Lecturer II, Department of Communication; Ph.D., University of Notre Dame; six hours; salary \$3,600.

Jane Rininger; Lecturer III, Department of Languages, Literatures, and Linguistics; M.A., Indiana University; eleven hours; salary \$7,700.

Kenneth L. Schuster; Lecturer I, Department of Mathematics and Computer Science; M.A.T., Purdue University; three hours; salary \$1,500.

Roberta Lea Piper Shaw; Lecturer II, Organizational Department; M.B.A., Indiana State University; four hours; salary \$2,400.

John E. Sherman; Lecturer II, Department of English; M.A., Indiana State University; nine hours; salary \$5,400.

Timothy Shumaker; Lecturer II, Department of Criminology; M.S., Indiana State University; three hours; salary \$1,800.

Neil Singleton; Lecturer I, Department of Communication; M.A., Indiana State University; nine hours; salary \$4,500.

Kyle Slaven; Lecturer I, Department of Recreation and Sport Management; B.S., Indiana State University; one hour; salary \$500.

Janet Smith; Lecturer II, Department of Communication; M.A., Indiana State University; twelve hours; salary \$7,200.

Sharilyn Spicknall; Lecturer I, Department of Music; M.S., Indiana State University; 2.67 hours; salary \$1,335.

Michael Spinks; Lecturer II, Department of English; three hours; and Department of Communication; six hours; M.A., Indiana State University; salary \$5,400.

Scotty Stepp; Lecturer I, Department of Music; M.M., Bowling Green State University; three hours; salary \$1,500.

Donovan Stokes; Lecturer I, Department of Music; M.M., Indiana University; three hours; salary \$1,500.

John Strange; Lecturer II, Department of Criminology; M.S., Indiana State University; three hours; salary \$1,800.

Michael D. Sturm; Lecturer I, Department of Mathematics and Computer Science; M.S., Indiana State University; six hours; salary \$3,000.

Kimberly Sullivan; Lecturer I, Department of Music; B.M., Northwestern University; seven hours; salary \$3,500.

Dorothy Walker; Lecturer II, Department of English; M.S., Indiana State University; three hours; salary \$1,800.

James E. Waugh; Supervisor, Department of Curriculum, Instruction, and Media Technology; M.S., Indiana State University; twelve hours; salary \$9,000.

Mark Wright; Lecturer II, Department of English; M.S., Indiana State University; three hours; salary \$1,800.

2. Changes in Status and/or Rate

Eugene F. Bechen; Department of Music change in educational status to doctorate level; Ph.D., University of Iowa; \$1,200 added to 2000-2001 academic year base, prorated from the effective date; salary \$36,500; effective January 4, 2001.

Constance McLaren; Analytical Department; change in stipend from \$2,000 per academic year to \$1,000 for the 2000 fall semester; for duties as Coordinator of the Quality Decision Sciences Program; effective August 17, 2000.

Stanley Shimer; Department of Science Education; delay in approved leave of absence scheduled for the 2001 spring semester; change from Professor in the Department of Science Education to Acting Chairperson and Professor in the Department of Science Education; \$500 stipend for this added responsibility; effective for the 2001 spring semester.

3. Retirements

Charlotte M. Boener; Department of Science Education; retirement leave during the 2001 spring semester; retirement effective May 5, 2001.

Guy Hale; Department of Mathematics and Computer Science; retirement leave during the 2001 fall semester; retirement effective December 15, 2001.

4. Resignations

Thomas E. Fossati; Assistant Professor, Department of Criminology; effective January 16, 2001.

5. Termination

Jeffrey W. Flesher; Associate Professor of Human Resource Development, Department of Industrial Technology Education; effective January 3, 2001.

B. ADMINISTRATION

1. Appointments

Robert D. Bruce; Videographer/Nonlinear Editor in Multimedia Support Services; B.S., Indiana State University; salary \$33,000 for the 2000-2001 fiscal year, prorated from the effective date of January 16, 2001.

Temporary Appointments

Amber Gentry; Graphic Designer in Multimedia Support Services; A.S., Vincennes University; salary \$25,000 per fiscal year, prorated from the period of January 16, 2001, through June 30, 2001.

Pauline Kaserman; Prison Program Educational Liaison (part-time), Office of Continuing Education; M.S., Indiana State University; salary \$950 for the appointment period of December 1, 2000, through May 4, 2001.

2. Changes of Status and/or Rate

Andrea M. Adamchak; from temporary to regular appointment as Help Desk Consultant in Information Technology; working toward B.S., Indiana State University; salary \$30,000 per fiscal year, prorated from the effective date of December 23, 2000.

Kevin L. Barr; Purchasing and Central Stores; continue appointment as Interim Director of Purchasing and Central Stores, from January 1, 2001 through February 28, 2001; \$500 per month stipend for the added responsibilities.

Heather Bedwell; from a temporary to a regular appointment as Graphic Designer in Multimedia Support Services; A.S., Vincennes University; salary \$24,840; effective January 1, 2001.

Paula M. Betros; DegreeLink Student Services Coordinator, Indianapolis, Office of Distance Education; position classified at pay level 27; effective July 1, 2000.

El-Houcin Chaqra; from Information Specialist and Interim Associate Director to Associate Director of the Office of Sponsored Programs; M.P.A., Indiana State University; salary \$47,500 for the 2000-2001 fiscal year, prorated from the effective date of January 1, 2001.

Maura Berardi Clark; Student Counseling Center; change in educational status to doctorate level; Ph.D., Indiana University; salary \$34,900 per fiscal year, prorated from the effective date of January 1, 2001.

Jeanie A. Klippel; Assistant Director of Community and Professional Programs; extension of appointment as Interim Director of Community and Professional Programs; stipend of \$1,000 per month for these added responsibilities; effective January 1, 2001, through June 30, 2001, or until the position is filled.

Richard W. Morris; Programmer Analyst, Institutional Computing Services; B.S., Indiana State University; salary adjustment of \$1,644 for completion of training program; salary for the 2000-2001 fiscal year will be \$39,571, prorated from the effective date of January 1, 2001.

William Webster; Programmer Analyst, Institutional Computing Services; B.S., Indiana State University; salary adjustment of \$2,980 for completion of training program; salary for the 2000-2001 fiscal year will be \$38,251, prorated from the effective date of January 1, 2001.

3. Resignations

Kyle Del Colletti; Operations Manager, Terre Haute Center for Medical Education; effective January 26, 2001.

William C. Hine; McNair Project, Student Academic Services Center; effective January 15, 2001.

Melissa Van Houten; Coordinator of the Prison Program, Office of Continuing Education; effective January 16, 2001.

Ellen Watson; Associate Vice President for Information Services and Dean of Library Services; effective March 9, 2001.

C. COACHES AND ATHLETICS1. Reappointments

Eugene Boley; Assistant Football Coach; employment extended for the period February 1, 2001 through January 31, 2002; salary \$29,542 per employment period.

Sam Murphy; Assistant Football Coach; employment extended for the period February 1, 2001 through January 31, 2002; salary \$29,460 per employment period.

Andrea Myers; Director of Intercollegiate Athletics; employment extended for the period July 1, 2001 through June 30, 2004; salary \$89,440 for the 2000-2001 fiscal year.

DeAndre Smith; Assistant Football Coach; employment extended for the period February 1, 2001 through February 9, 2001; salary \$38,563 per employment period of February 1, 2001 through January 31, 2002, prorated for the effective date of February 1, 2001.

Mark S. Smith; Assistant Football Coach; employment extended for the period of February 1, 2001 through January 31, 2002; salary \$37,598 per employment period.

Erin Weaver; Assistant Volleyball Coach; employment extended for the period January 1, 2001 through December 31, 2001; salary \$20,700 per employment period.

D. RESIDENTIAL LIFE1. Appointment

(Compensation includes maintenance in the form of a furnished apartment and board)

Stephanie Percy; Assistant Hall Director; B.S. (May, 2001) Indiana State University; salary \$4,200 for the period August 1, 2000 through May 8, 2001, prorated from the effective date of January 22, 2001.

2. Resignation

Ray Gasser; Assistant Director, Residential Life; effective May 25, 2001.

E. SUPPORT STAFF REPORT

The Support Staff Personnel Report ending February 2, 2001, is presented in Exhibit A.

**INDIANA STATE UNIVERSITY
 MONTHLY REPORT OF SUPPORT STAFF EMPLOYEES
 FOR THE PERIOD ENDING FEBRUARY 2, 2001**

A. APPOINTMENTS

| <u>NAME</u> | <u>DEPARTMENT</u> | <u>POSITION</u> | <u>RATE</u> | <u>EFFECTIVE DATE</u> |
|-------------------|--------------------------|-----------------------|-------------|-----------------------|
| Clampitt, Carol | Facilities Management | Cust Wrkr I | \$13,650 | 01-22-01 |
| Cortellini, Lea | Office of the Controller | Acct Clerk II | \$15,054 | 01-22-01 |
| Ennen, Judith | Facilities Management | Cust Wrkr I | \$13,650 | 02-05-01 |
| Fell, Mike | Facilities Management | Grnds Maint Wrkr | \$13,650 | 02-05-01 |
| Fields, Joseph | Facilities Management | Cust Wrkr I | \$13,650 | 01-22-01 |
| Griffith, Kevin | Library | Library Asst III | \$16,575 | 01-16-01 |
| Halladay, John | Library | Library Asst II | \$15,054 | 02-19-01 |
| Kylander, Freddie | Facilities Management | Cust Wrkr I | \$13,650 | 01-22-01 |
| Pittman, Floyd | Facilities Management | Cust Wrkr I | \$13,650 | 01-22-01 |
| Pittman, William | Facilities Management | Cust Wrkr I | \$13,650 | 01-22-01 |
| Roach, Albert | Facilities Management | Carpenter | \$20,475 | 01-08-01 |
| Sheridan, Carson | Army ROTC | Ofc Asst III (.53fte) | \$ 8,361 | 01-22-01 |
| Thomas, Shirley | Employee Assistance | Admin Asst I | \$18,018 | 01-22-01 |
| Walker, Robert | Facilities Management | Cust Wrkr I | \$13,650 | 01-10-01 |
| Ward, Terry | Sycamore Housing | Maint Mech II | \$17,199 | 02-05-01 |
| Wood, Maryann | Facilities Management | Cust Wrkr I | \$13,650 | 02-05-01 |

B. LEAVING UNIVERSITY EMPLOYMENT

| <u>NAME</u> | <u>DEPARTMENT</u> | <u>EFFECTIVE DATE</u> |
|----------------|-------------------------------|-----------------------|
| Bradshaw, Faye | Music Department | 12-18-00 |
| Burt, Joseph | Library | 01-24-01 |
| Clark, Trisha | Hulman Memorial Student Union | 02-02-01 |
| Gibbens, Jasen | Library | 01-03-01 |
| Keen, Ryan | Facilities Management | 01-09-01 |

B. LEAVING UNIVERSITY EMPLOYMENT (CONTINUED)

| <u>NAME</u> | <u>DEPARTMENT</u> | <u>EFFECTIVE DATE</u> |
|-------------------|-------------------------------|-----------------------|
| Reed, Kimberly | Life Sciences | 01-30-01 |
| Shoptaw, James | Library | 02-16-01 |
| Taylor, Justin | Hulman Memorial Student Union | 01-14-01 |
| Whitlock, Delores | Office of the Controller | 01-12-01 |

2. Retirement

| <u>NAME</u> | <u>DEPARTMENT</u> | <u>YRS OF SERVICE</u> | <u>EFFECTIVE DATE</u> |
|-----------------------|-----------------------|-----------------------|-----------------------|
| Blankenship, Marcella | Sycamore Housing | 20 | 01-19-01 |
| Keefer, Jimmie | Sycamore Housing | 15 | 01-19-01 |
| Schutter, Leroy | Facilities Management | 22 | 01-05-01 |

3. Other

| <u>NAME</u> | <u>DEPARTMENT</u> | <u>EFFECTIVE DATE</u> |
|----------------|-----------------------|-----------------------|
| Shattuck, John | Facilities Management | 01-04-01* |

*Deceased

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> |
|-------------|-------------------------------------------------------|------------------------------------------------------|-----------------------|
| Gillis, Amy | Office of the Controller Acct Clerk II \$15,054 | Office of the Controller Acct Analyst \$16,555 | 01-29-01 |

2. Transfer

| <u>NAME</u> | <u>DEPARTMENT/POSITION FROM</u> | <u>DEPARTMENT/POSITION TO</u> | <u>EFFECTIVE DATE</u> |
|--------------------|------------------------------------------------------------|--------------------------------------------|-----------------------|
| Comby, Patricia | University Advancement Admin Asst I \$19,305 | Development Ofc Asst III \$19,305 | 02-01-01 |
| Montgomery, Louise | African & African Amer Studies Ofc Asst III \$15,853 | Purchasing Data Entry Op II \$15,853 | 01-22-01 |

C. CHANGE IN STATUS OR RATE (CONTINUED)

3. Reclassification

| <u>NAME</u> | <u>DEPARTMENT/POSITION FROM</u> | <u>DEPARTMENT/POSITION TO</u> | <u>EFFECTIVE DATE</u> |
|------------------|-------------------------------------------------|---------------------------------------------------------|---------------------------|
| Eldridge, Aleta | Life Long Learning Admin Asst I \$18,271 | Life Long Learning Student Services Spec \$20,104 | 01-20-01 |
| Fenwick, Mary | Life Long Learning Acct Clerk II \$15,210 | Life Long Learning Student Services Asst \$16,731 | 01-20-01 |
| Lawson, Dawn | Life Long Learning Ofc Asst II \$14,586 | Life Long Learning Student Services Spec \$18,779 | 01-20-01 |
| Roberts, Heather | Admissions Ofc Asst II \$14,430 | Admissions Ofc Asst III \$15,873 | 01-20-01 |

SECTION IV

FEBRUARY 16, 2001

INFORMATION/DISCUSSION ITEMS

1. Faculty Grievance Policy - Information Only - Attachment 3 (Dr. Hopkins)

Attached is a revision of the grievance procedures for faculty. Tentative approval was given at the June 2000 Board of Trustees meeting suggesting that further study be given to clarification and possible refinement of the procedures. The University Faculty Senate, University Counsel, and Provost and Vice President for Academic Affairs have endorsed the revised procedures presented in Attachment 3. Dr. Hopkins noted the faculty grievance policy will be submitted for approval at the April meeting.

2. Contract Approval, Signatory, and Reporting Policy - Information Only - Attachment 4 (Ms. Sacopulos)

A suggested policy covering contract approval and signatory authority is presented in Attachment 4. This policy will provide a safeguard of ISU interest and a more efficient internal process. Members of the campus community who deal with campus contracts have been consulted. This item will be placed on the April agenda for approval.

Dr. Zietlow asked if this policy included employee contracts. Ms. Sacopulos responded that it does not. Employee contracts will still come before the Board.

3. Grants - Information Only - Attachment 1 (Dr. Hopkins)

Dr. Hopkins reported that last year was a record year for grants received by faculty and staff. Some 124 proposals were submitted and 82 were selected for awards. With additional approvals yet to be received this year's total should be \$11 million.

Dr. DeSilva from the Geography, Geology and Anthropology Department reviewed his research project covering volcanoes.

Dr. Zietlow commented that such presentations are of special interest. Dr. Bell noted that while Dr. DiSilva was working on this project he was also a member of the Executive Committee of the University Faculty Senate.

Dr. Zietlow commented that such presentations are of special interest. Dr. Bell noted that while Dr. DiSilva was working on this project he was also a member of the Executive Committee of the University Faculty Senate.

4. Purchasing Update - Information Only (Mr. Schafer)

Purchases Over \$25,000 - Low Bid

PO# P0032382, Antenen Research, \$32,500.00, Robot for Manufacturing
Construction Technology

PO# P0032399, Duncan Video, \$88,932.00, Media editing computer for
Information Technology

PO# P0032753, A & H Athletic Floor, \$25,565.00, refinish Arena HHP floor

PO# P0032822, Foliot Inc., \$53,100.00, adjustable/stackable beds for Jones Hall

Sole Source

PO# P0032247, Best Access, \$37,477.50, door locks, University's standardized lock

PO# P0032284, Antenen Research, \$37,400.00, used Robot for Manufacturing
Construction Technology

PO# P0032542, Cavinder Elevator, \$58,448.00, elevator modernization, Cavinder
has current maintenance contract

PO# P0032616, Simplex, \$59,005.65, smoke detectors, University's standardized
system.

Per State Contract

PO# P0032411, Anderson Mattress Co., \$28,356.00, Anderson mattresses for
dorms, Residential Life

Purchases Over \$100,000 And Less Than \$250,000 - Low Bid

PO# P0032354, Altec Industries, \$129,572.00, Bucket Truck for Facilities
Management

PO # P0032823, John Savoy and Son, \$169,800.00, student room desks in Jones Hall

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

Dr. Zietlow adjourned the meeting at 11:30 a.m.

SECTION IV

February 16, 2001

GRANTS

Research Grants and Contracts

1. Indiana Humanities Council, Fund No. 547479, Proposal No. 01-023
An agreement in the amount of \$1,000 has been received from Indiana Humanities Council for the project entitled "Sister City Project with Terre Haute, Indiana and Tajimi City, Japan", under the direction of James O'Donnell, Music, for the project period May 1, 2000 through May 31, 2001.
2. EM Industries, Inc., Fund No. 547478, Proposal No. 01-080
An agreement in the amount of \$4,000 has been received from EM Industries for the project entitled "Photostabilities of Sunscreen Active Ingredients", under the direction of John M. Allen, Chemistry Department, for the project period October 13, 2000 through October 13, 2001.
3. Indiana Commission for Higher Education, Fund No. 547481, Proposal No. 01-059
An agreement in the amount of \$52,034 has been received from Indiana Commission for Higher Education for the project entitled "Alliance for Improved Education in Chemistry 2001-2002", under the direction of Sandra K Allen, Chemistry Department, for the project period August 1, 2001 through May 31, 2002.
4. Eli Lilly and Company, Fund No. 547480, Proposal No. 01-033
An agreement in the amount of \$14,000 has been received from Eli Lilly and Company for the project entitled "Isolation of Novel Hematopoietic Factors using a Xenopus Embryo Screen", under the direction of Michael W. King, Terre Haute Center for Medical Education, for the project period September 1, 2000 through August 31, 2001.
5. National Science Foundation, Fund No. 547489, Proposal No. 00-192
An agreement in the amount of \$153,797 has been received from National Science Foundation for the project entitled "Dynamics of Plinian Eruption-Physical Volcanology of the 1600 Eruption of Huaynaputina, Southern Peru", under the direction of Shanaka L. DeSilva, Geography, Geology, and Anthropology, for the project period January 15, 2001 through December 31, 2002.

6. National Science Foundation, Fund No. 547487, Proposal No. 01-077
An agreement in the amount of \$34,804 has been received from National Science Foundation for the project entitled "POWRE: Disassortative Mating and the Maintenance of Polymorphism", under the direction of Elaina M. Tuttle, Life Sciences, for the project period July 25, 2000 through January 31, 2001.

7. Indiana Commission for Higher Education, Fund No. 547485, Proposal No. 01-064
An agreement in the amount of \$38,583 has been received from Indiana Commission for Higher Education for the project entitled "The Use of Technology in Core 40 Mathematics and Science Curricula for Secondary Schools", under the direction of Richard Easton, Mathematics and Computer Science, for the project period January 15, 2001 through May 31, 2002.

8. Indiana Commission for Higher Education, Fund No. 547484, Proposal No. 01-063
An agreement in the amount of \$39,484 has been received from Indiana Commission for Higher Education for the project entitled "Project MITTS: Developing Master Instructional Technology Teachers", under the direction of Susan M. Powers, Curriculum, Instruction, and Media Technology, for the project period January 1, 2001 through May 31, 2002.

The following vendors have accumulated purchases from the University for the time period January 1, 2001 to February 2, 2001 (Calendar Year) in excess of \$100,000:

**Vendors with Purchases Exceeding \$100,000
January 1, 2001 to February 2, 2001**

| <u>Vendor Name</u> | <u>Current YTD Paid</u> | <u>Services Rendered</u> |
|-------------------------------------------|-----------------------------|-------------------------------------------------|
| Xerox Corporation | 117,357 | Copier Agreement |
| Williams Randall Marketing Communications | 117,850 | University Advertising |
| Black Beauty Coal Co | 143,188 | Coal Purchases |
| PSC Health Systems Inc | 152,040 | Prescription Drug Coverage |
| B and S Plumbing | 162,000 | Jones Hall Mechanical Renovation |
| Terre Haute First National Bank - Trustee | 170,000 | VEBA Contribution |
| Dell Marketing LP | 190,331 | Computer Equipment and Supplies |
| NRK Inc | 217,667 | Jones Elec, Hulman Ctr Lite Improv, & Misc Elec |
| Cinergy Services Inc | 227,182 | Electricity Utility Payments |
| Sycamore Engineering Inc | 258,900 | Power Plt Electrical |
| Freitag-Weinhardt Inc | 291,989 | Power Plt Mechanical |
| CDI Inc | 316,753 | Power Plt and Jones Hall Projects |
| Dennis Trucking | 330,297 | 6th Street Improvements |
| Public Employees Retirement Fund | 341,439 | Employee Retirement Payments |
| Marriott Management Services Corp | 605,642 | Dining Services and Catering |
| J F Molloy and Associates Inc | 702,399 | University Medical Payments |

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, (e.g., arbitrary, punitive, or capricious application of policies regarding work assignment, or other procedures except those exempted below), academic freedom, or inadequate consideration (this might be with regard to a working condition or assignment, except those exempted below), 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. Procedures other than this one exist in the University for faculty dismissal (tenured and untenured, but "dismissal" referred to here is different from the non-reappointment of a tenure-track faculty member, which is also addressed by a separate policy), pay for performance, or conduct involving illegal discrimination. Until the implementation of the Faculty Appointment, Promotion, and Tenure Policies (approved October 14, 1999 by the University Faculty Senate, approved February 4, 2000 by the ISU Board of Trustees, generally effective July 1, 2003), 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 ensure 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, appeals or primary grievances:

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. 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, 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 within ten (10) calendar days after final conclusion of the original grievance if the complaint constitutes an appeal, and within thirty (30) calendar days after the grievable event if the complaint constitutes a primary grievance (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 at its next meeting following filing 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. No more than ten (10) work days shall be allowed to resolve the dispute by mediation. 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 within ten (10) work days, 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 governing 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, at its next meeting following the report that no agreement was reached, shall direct the Chairperson of the University Faculty Affairs Committee to convene a grievance committee drawn from a grievance pool within the time period set forth in paragraph 5.b, below.

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 section 5.

d. After the hearing, the grievance committee will deliberate and submit its findings, and recommendations, in writing, 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. 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 Grievance Committee members.

b. Within ten (10) work days of having been directed to convene a formal hearing pursuant to paragraph 4.a.4, above the Chair of the Faculty Affairs Committee shall convene a Grievance Committee. At the same time, both parties shall be notified by the Chair of the Faculty Affairs Committee that the Grievance Committee has been called to convene. At the next meeting after the call to convene the Grievance Committee; 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 exclude up to two persons 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) work days as in paragraph 5.b, above, the complainant and respondent shall prepare and submit materials to the Chairperson of the Faculty Affairs Committee. Materials submitted by the parties should contain everything deemed relevant to the dispute, including a list of witnesses which the Committee shall call and suggested questions to ask of both sides.

d. The Grievance Committee has the right to request additional materials and to call additional witnesses. All written materials submitted to the Grievance Committee shall be shared with both parties immediately following the ten-day period allowed for their submission. The Chairperson will call for a hearing within twenty (20) calendar days of the Committee's receiving a formal complaint. If needed, the Committee may decide to extend this period up to ten (10) calendar 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 questions 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 written 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 Vice President for Academic Affairs, 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.

Contract Approval, Signatory, and Reporting Policy for Indiana State University

INTRODUCTION

This approval, signatory, and reporting policy relating to contracts at ISU is designed to ensure the following:

1. Greater continuity in the way contracts are handled,
2. Greater control over contract negotiations,
3. Greater safeguarding of the interests of ISU by assuring regulatory compliance and fiscal protection, and
4. More efficient internal processes.

In the table below is a list of contracts commonly entered into by ISU, listed by category, with approval and signatory assignment also indicated. All contracts entered into that do not require Trustee approval are required to be reported at the Trustee meeting following the date upon which the contract is entered into, with the exception of contracts falling under the ISU Purchasing Policy, which contains other reporting requirements.

This document operates to delegate contract power vested in the Trustees by statute to others. The ISU president and treasurer may further delegate any authority they may possess to approve or execute a contract, but such delegation must be in writing, and may only be made to a vice president or to the controller.

This Policy shall be construed in conjunction with the ISU Purchasing and Receiving Policies and Procedures.

STATUTORY FRAMEWORK

ISU, as a "state supported institution of higher education" is exempted from most of the purchasing requirements applicable to state agencies, with the exception of purchasing preferences relating to "equipment, goods, and materials." Therefore, with regard to the purchase of goods and supplies in the daily operation of the university, ISU is bound to follow the purchasing preferences set forth in the Indiana Code, and bound to adhere to its own purchasing policy.

Authority for ISU to contract for professional or expert services, for new construction projects, to rehabilitate or repair capital facilities of the university, and to bond such projects is covered under a variety of Indiana statutes, and special rules apply to these situations. Special rules also apply to transactions relating to real estate, including leases, and to any transaction that would involve a sale of ISU assets. Individuals with responsibility for these projects shall communicate and coordinate with University Counsel and the University Treasurer. Individuals are strictly prohibited from altering State property without appropriate approval.

Indiana law vests authority in the ISU Board of Trustees to approve any student fees, other fees, bonding, and issues relating to compensation and benefits of university employees. ISU employees are strictly prohibited from implementing any fees, bonding, or making any determinations relating to compensation and benefits that are not first expressly authorized by the ISU Board of Trustees.

Individuals representing ISU should remember that contracts to which ISU is a party can generate revenue for ISU, as well as bind ISU to an expenditure. Institutional concerns include assurances that the contract is appropriately negotiated, fits within the academic mission of the university, and that ISU

possesses the resources necessary to complete requirements under the contract. All contracts must have an attached routing form that is completed before the signatory can execute the contract. No routing form can be altered in the approval process; all comments in the approval process shall be reflected on the routing form for purposes of reference. In any contract that binds ISU to an expenditure of funds, the ISU Treasurer, or the Treasurer's delegate, must sign the routing form prior to execution of the contract.

SPONSORED PROGRAMS

Sponsored programs refers to the receipt of funds from an external sponsor to support the research, creative, training, and service activities of ISU faculty members, staff members, and students. At ISU, the Office of Sponsored Programs (OSP), located in the Office of the Provost and Vice President for Academic Affairs, is the pre-award administrative office that is responsible for: (a) activities in support of sponsored programs up to the notification and acceptance of the award by the sponsor, (b) activities related to reporting and renewal during the period of the award, and (c) non-financial activities related to closing out the project at the end of the period of the award. The OSP plays a parallel role to purchasing, except that funds are revenue to the university and not expenditures. The office that provides post-award administrative support (primarily financial) for ISU sponsored programs is the Office of Grants and Contracts (OGC), located in the Office of Planning and Budgets.

The Chief Research Officer (CRO) has approval and signatory authority for sponsored programs. That is, the CRO is responsible for approving, on behalf of the university and the Principal Investigator (PI), all sponsored program applications and proposals submitted to external sponsors, and for accepting, in behalf of the university and the PI, all awards by external sponsors to the university for sponsored programs.

The main needs in the area of sponsored programs are (a) to ensure that a proposed project is appropriate to the mission of ISU, (b) that there are facilities and sufficient resources to achieve the specified scope of work, and (c) that the operation of a sponsored program complies with all applicable state and federal laws, and with the regulations and policies of all external sponsors in areas such as research with human subjects, animal care and use in research, misconduct in science, conflict of interest, electronic research administration, nondiscrimination in research, laboratory safety, biohazard and radiation safety, research with recombinant DNA molecules, drug free workplace, procurement integrity, intellectual property, and technology transfer. There exist procedural controls and the attendant skill and ability in the executive, administrative, and professional staffs of the OSP and the OGC to safeguard the interests of ISU during proposal development, award negotiation, project implementation, and project closeout, and to ensure compliance with all financial, legal, and ethical parameters of sponsored programs.

The primary criteria that would lead to an agreement being assigned to the OSP include:

- An award instrument that binds ISU to a scope of work that is specified to a substantial level of detail
- A stipulated period for performance of the scope of work
- A line item budget with specific limitations, cost accounting standards, and financial controls
- Specific billing requirements, such as fixed price or cost reimbursement
- Financial reports that are required to be filed with the sponsor and expense records that are subject to audit
- Recovery of the costs to ISU of the use of facilities and of administrative services to undertake the sponsored program
- Stipulation of the disposition of tangible or intangible property used by or resulting from the sponsored program, including funds, equipment, records, data rights, copyrights, research-related materials, inventions, and other intellectual property

The primary types of program sponsorship agreements handled by the OSP and OGC are:

- **Grant.** A grant is the appropriate agreement to be used in a relationship between a sponsor and a recipient whenever: (a) the principal purpose of the relationship is the transfer of money, property, services, or anything of value from the sponsor to the recipient to accomplish a public purpose; and (b) no substantial involvement is anticipated between the sponsor and the recipient during the accomplishment of the public purpose.
- **Contract.** A contract is the appropriate agreement to be used in a relationship between a sponsor and a recipient whenever the principal purpose of the relationship is the acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the sponsor.
- **Cooperative Agreement.** A cooperative agreement is the appropriate agreement to be used in a relationship between a sponsor and a recipient whenever: (a) the principal purpose of the relationship is the transfer of money, property, services, or anything of value from the sponsor to the recipient to accomplish a public purpose; and (b) substantial involvement is anticipated between an agency, acting for the sponsor, and the recipient during the accomplishment of the public purpose.

The primary sources of program sponsorship include:

- Municipal, county, state, or federal governmental agencies
- Foreign government agencies
- International nongovernmental organizations and agencies
- Local, state, regional, or national business and industry
- Private foundations (This refers to grants made to ISU from foundations and not gifts received by ISU. Grants from foundations are handled by the OSP, and gifts are handled by the ISU Foundation.)
- Other, including other universities or research institutes as subcontracts

The primary purposes of program sponsorship include:

- Research
- Training, instruction, and education programs
- Public service
- Equipment purchase

CATEGORIES OF CONTRACTS

| | APPROVAL | SIGNATORY |
|-----------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Professional and Expert Services | | |
| 1. Rehabilitation and Repair | If under \$500,000, then Purchasing If \$500,000 and up, then Trustees and State. | If under \$500,000, then Purchasing If \$500,000 and up, then Treasurer |
| 2. New Construction | If under \$200,000, then Purchasing If \$200,000 and up, then Trustees and State | If under \$200,000, then Purchasing If \$200,000 and up, then Treasurer |
| 3. Consultants | If under \$50,000, then President If \$50,000 and up, then Trustees | President |
| Other Services* | In accordance with the ISU Purchasing Policy | Purchasing, in accordance with the ISU Purchasing Policy |
| Performers, Speakers, and Entertainers | If under \$50,000, then President If \$50,000 and up, then Trustees | President |
| Goods | In accordance with ISU Purchasing Policy | Purchasing, in accordance with ISU Purchasing Policy |
| Financial** | Trustees | Treasurer |
| Internships | | |
| 1. Voluntary | Provost | Provost |
| 2. Student is paid | Student must also be a party to the contract; ISU approval, if any, is Provost. | Student must also sign the contract; ISU signatory, if any, is Provost. |
| 3. ISU is paid | If under \$50,000, then Provost If \$50,000 and up, then Trustees | Treasurer |
| New Construction | In accordance with statute | In accordance with statute |
| Sponsored Programs | Chief Research Officer | Chief Research Officer |
| Athletics | | |
| 1. Team play | Director of Athletics | Director of Athletics |

| | | |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| 2. Advertising | Purchasing | Purchasing |
| 3. Referees | Director of Athletics | Director of Athletics |
| 4. Game Officials | Director of Athletics | Director of Athletics |
| Real Estate | | |
| 1. Lease of space (other than in conjunction with performers, speakers, and entertainers) | If term is 4 years or less, and not bonding, then President If term is greater than 4 years, then Trustees and State | President |
| 2. Purchase or Sale of Real Estate | Check with legal affairs for compliance with State law | Check with legal affairs for compliance with State law |

* "Other Services" might include collection services for the Office of the Controller.

** If an independent delegation of authority relating to a particular area or matter is vested in the Treasurer by the Trustees, then the Treasurer may act under such delegation of authority, reporting results to the Trustees at the next meeting following action taken by the Treasurer pursuant to such independent delegation of authority.