

MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

JULY 19, 2002

Exhibits

SECTION I

- A. Agreement – Parkview Hospital, Inc.,
Fort Wayne, Indiana
- B. In Memoriam:
Phyllis Cummins
James R. McCrisaken
Eva Maxine Minderman
Lewis W. Yoho
Janis Labsvirs
James Sides

SECTION III

- A. Support Staff Report
- B. Support Staff Salary Schedule, 2002-03
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Salary Schedule, 2002-03

Attachments

SECTION IV

- 1. Grants – Information Only
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MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES
JULY 19, 2002

The Indiana State University Board of Trustees held its annual organizational meeting at 9:00 a.m. on Friday, July 19, 2002 in the State Room, Tirey Hall.

Trustees present: Mr. Alley, Mr. Bonds, Mr. Dooley, Mrs. House, Mr. Huntsinger, Mr. Shagley, Mr. Smith and Dr. Zietlow. Trustee absent: Mr. Fleetwood.

President Benjamin, Vice Presidents Pontius, Quatroche, Ramey and Schafer were present. Also attending were Mr. Robert D. Sackett, Assistant Treasurer, Dr. Steve Lamb, Vice Chairperson, University Faculty Senate, Ms. Wandell Gabey, Chairperson, Support Staff Council and Mrs. Adrienne Metternick, representing the Student Government Association.

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

SECTION I

A. ORGANIZATION OF THE BOARD, 2002-03 (Mrs. House)

1. Roll Call for Annual Meeting

Trustee Smith called the roll:

Michael J. Alley	Present
Richard T. Bonds	Present
Jerry C. Dooley	Present
George S. Fleetwood	Absent
Barbara P. House	Present
Douglas Huntsinger	Present
Richard J. Shagley	Present
Donald E. Smith	Present
Charlotte T. Zietlow	Present

2. Reading of Notice of Annual Meeting

Mr. Smith read the notice of annual meeting:

“The Indiana State University Board of Trustees will hold its annual organization meeting at 9:00 a.m. on Friday, July 19, 2002, in the State Room, Tirey Hall.”

3. Report of Nominating Committee

Mr. Dooley reported that the Nominating Committee met at 12:00 noon on Thursday, June 6, 2002, in the Heritage Lounge in Tirey Hall. The Committee was composed of Trustees Charlotte Zietlow, Douglas Huntsinger and Jerry Dooley, Chairperson.

The Nominating Committee recommended the following slate of officers for 2002-03:

Barbara P. House	President
Richard J. Shagley	Vice President
Richard T. Bonds	Secretary
George S. Fleetwood	Assistant Secretary

The committee recommended the appointment of Melony Sacopulos as Interim Treasurer for the month of July, 2002 and the appointment of Gregg Floyd, as Treasurer effective August 1, 2002.

Mrs. House asked Dr. Benjamin to assume the Chair. Dr. Benjamin called for nominations from the floor. Hearing none, the slate of officers was elected on a motion by Dr. Zietlow, seconded by Mr. Huntsinger.

Mrs. House thanked fellow Trustees and commented that it is a privilege to serve the University in this position. She looks forward to another great year for the University.

B. APPROVAL OF THE MINUTES OF JUNE 7, 2002 (Mrs. House)

On a motion by Dr. Zietlow, seconded by Mr. Dooley, the minutes of the June 6, 2002, meeting were approved as presented.

C. DATES OF MEETINGS, 2002-03 (Mrs. House)

Mrs. House announced that a Trustees retreat will be held in August but the date has not yet been determined. The date for the retreat will be announced publicly.

In the meeting date schedule the September meeting will be a one day meeting on Friday, September 6. There is a possibility of another one-day meeting later during the year.

Recommendation: Approval of the following tentative meeting schedule for 2002-03.

August, 2002	Board Retreat (to be arranged)
September 6, 2002	Agenda Meeting
October 3-4, 2002	Agenda Meeting
	(November 2 – Homecoming)
November 14-15, 2002	Agenda Meeting
	(November 28 – Thanksgiving)
December, 2002	No Meeting
	(December 14 – Commencement)
January 16-17, 2003	Agenda Meeting
February 27-28, 2003	Agenda Meeting
March, 2003	No Meeting
April 24-25, 2003	Agenda Meeting
May, 2003	No Meeting
	(May 10 – Commencement)
June 19-20, 2003	Agenda Meeting
July 17-18, 2003	Annual Organizational Meeting

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

D. REPORT OF THE BOARD PRESIDENT (Mrs. House)

Mrs. House acknowledged the efforts of those involved in preparing the first annual report of the University and expressed the Board's appreciation for the report.

E. REPORT OF THE UNIVERSITY PRESIDENT (Dr. Benjamin)

Dr. Benjamin thanked the past officers, Trustees Dooley and Smith, for their work and congratulated the new officers for 2002-03.

He thanked Greg Goode, Bob Schafer and those who helped to make the Thursday evening dinner honoring John Gregg a success.

Dr. Benjamin welcomed Vice President Thomas Ramey, (Student Affairs), Dean Kweku Bentil (Graduate Studies), Dean Ronald Green (Business), and Dean Diane Michelfelder (Arts and Sciences).

President Benjamin thanked Marty Blank and Ted Wilson for production of the annual report.

An administrative retreat was held on July 11 and 12. A number of topics critical to the University were explored including an institutional identity.

Biennial Operating Budget Request, 2003-05

Mr. Goode distributed a Wall Street Journal article that summarized the fiscal challenges facing state-supported colleges and universities. Most states are grappling with budget shortfalls and legislators are targeting higher education to impose cuts.

Since January, the Indiana General Assembly has debated on how to best address the fact that the State of Indiana is spending more dollars than it is taking in through taxes and fees. A compromise was made due to the extremely disheartening news regarding the revenue shortfalls during the months of May and June. Earlier this month, the governor signed into law legislation that addresses the fiscal problems. This legislation is not a long-term solution. For higher education the most important element of the bill is that additional revenue will be raised. By raising more money through tax restructuring, the State of Indiana has, for now, reduced the threat of additional cuts to Indiana State University and the other state-supported universities.

In response to political pressures to limit government spending, the legislature adopted spending limits for both state and local governments. The inclusion of this spending cap – which will be implemented during the 2003-05 biennium— may dramatically affect the near term and long-term allocations of the state's resources.

Ms. McKee commented that the recommended 2002-03 budget plan that was adopted by the Board in June, consisted of a base state operating appropriation that had been reduced by a .5% permanent cut as contained in the Governor's deficit management plan. In addition, appropriations for higher education were further reduced by \$29 million to be "backfilled" with a like amount from the Build Indiana Fund. ISU's pro rata share of the \$29 million is approximately \$2 million. There is no guarantee that the use of the Build Indiana Fund for operating appropriation purposes will continue into the 2003-05 biennium.

Further instructions have been received from the CHE and the State Budget Agency regarding the presentation of the 2003-05 legislative operating request with revised submission dates. The current interpretation being put forth by these state agencies is that the base appropriation that is used as the starting point for the 2003-05 biennial budget should be reduced by the \$29 million as outlined in the Governor's deficit management plan. It is unknown at this time whether or not this funding will be restored as part of the legislative budget process.

The instructions issued by the CHE and the Budget Agency also suggest institutions use a two per cent increase in compensation and student aid, a one per cent increase in supplies and expenses components, and a two per cent increase in student fees in developing the 2003-05 operating budget request. Quality improvement initiatives, included in past biennia, are recommended to be highly focused and limited to those items that would have a high and easily measurable impact at a low cost to the State.

The budget bill signed by the Governor as a result of the special session did not contain any repair and rehabilitation funding for 2002-03. This is a loss of \$2.8 million for ISU. However, ISU did receive \$1.4 million during the past fiscal year.

Ms. McKee noted this is the beginning of a very long process with many possible changes. The state spending cap as well as the projected level of state revenue growth will undoubtedly affect the future allocation of state resources.

President Benjamin indicated the Board and the campus community will be kept informed of ongoing developments and the impact those developments may have on budget planning for 2003-04 and beyond.

Academic Affairs

Dr. Pontius commented that, faced with the current State financial picture, the Academic Affairs division must be prudent in developing principles to guide the budgeting process to better manage resources.

The Provost's Office is planning a series of seminars to help mid-level managers and department chairpersons to understand the budget process. The Provost and deans are examining ways to be more supportive of faculty initiatives and more effective in communications with the general faculty and the University Faculty Senate.

Academic Affairs is reviewing the refinement of student credit hour targets, moving distance education into the overall teaching load, studying special classification of non-tenure track faculty, reviewing the summer program and evaluating enrichment programs for youth in the Wabash Valley.

University Advancement

Dr. Benjamin was pleased to report 2001-02 fund raising results. As of June 30, \$6,528,015 was raised in private support which was 6 per cent over the goal of \$6,140,000. The goal established for academic year 2002-03 is \$7,250,000.

Dr. Benjamin also announced the Lilly Endowment special initiative to strengthen philanthropy for Indiana higher education. In addition to the current Lilly Endowment challenge to match up to \$1 million dollars to encourage increased philanthropic giving by governing and volunteer boards in Indiana, Lilly Endowment has announced a new and special initiative to strengthen philanthropy for Indiana higher education institutions. The Endowment will match up to \$3.5 million that each institution raises from alumni, parents and students, faculty and staff. This program began June 1, 2002 and will end December 31, 2003.

Athletics

President Benjamin distributed a summary list of intercollegiate athletics academic highlights for 2001-02. During spring 2002, consistent with previous years 60 per cent of all student athletes were on the Athletic Director's Honor Roll (3.0+ GPA). Overall, as of the end of the spring semester student athletes have a mean cumulative GPA of 3.09. Special congratulations to women's soccer for ranking highest among all ISU athletic teams, and to the men's cross country team for being recognized as a NCAA Division I Men's All Academic Team.

Condolences

Dr. Benjamin expressed words of condolence for the tragic loss of a Public Safety staff member, Mrs. Phyllis Cummins. Phyllis and her husband were killed in an accident while on vacation.

F. REPORT OF THE UNIVERSITY FACULTY SENATE CHAIRPERSON (Dr. Cerny)

Dr. Steven Lamb presented Dr. Cerny's report.

While the Faculty Senate is officially in recess for the summer, the Executive Committee and some of the standing committees have continued to meet. Faculty members involved are being provided a small stipend for the additional work. The cost effectiveness and appropriateness of such meetings will be evaluated this fall.

The 2002-03 Executive Committee will begin the academic year with a retreat, and an orientation session has been added before the first Senate meeting, followed by a social gathering with representatives of other campus groups. Board members are invited to take advantage of an opportunity to meet and talk with senators. These two events are the first efforts to improve communication between the University Faculty Senate and other campus constituencies.

President Benjamin, Frank Bell, Senate Vice Chairperson elect, Steve Lamb and Kevin Snider had a candid and collegial discussion of compensation issues. The President was urged to take a strong leadership role in solving campus compensation problems, especially problems with internal compression, market competition, the current performance pay plan, and the disparity between administrative and faculty salary structures.

While Dr. Cerny felt the President's fall address will be informative, he noted there is little evidence indicating that faculty concerns are a priority. There has been little tangible progress on major issues of faculty concern.

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

Ms. Gabey expressed appreciation of the support staff for the three per cent made available for increases in pay beginning July 1, 2002. The commitment to compensate support staff in this manner during a tight budget year is appreciated.

The Council By-Laws call for the Research Committee to re-evaluate the system of district representation at least every five years. The committee has finished that work and districts are now primarily determined by buildings grouped together in as natural a cluster as possible. More frequent communication within each district should result from this change. The even numbered districts will hold elections this August to elect representatives to Council for the next two years. Odd numbered district representatives will remain for another year before elections are held. Once the Council is complete in September, officers will be elected for the coming year.

The support staff representative on the search committee to recommend a Director of Diversity and Affirmative Action reports three candidates will soon be invited to visit campus. Other search committee representatives from support staff are working to find a new library dean and an information technology director.

Support staff look forward to the campus-wide welcome address President Benjamin has planned for August 21 and are pleased to participate in this event as well as enjoying the fall reception for all employees.

H. REPORT OF THE STUDENT GOVERNMENT ASSOCIATION PRESIDENT
(Ms. Thomas)

Ms. Metternick reported that Kellee Thomas was unable to be present because she is attending a conference.

The SGA President and others have been working on a retreat to be held sometime in September.

The SGA Officer is taking applications for various staff positions for next school year. SGA is looking forward to a new and exciting school year.

I. TRANSITION TO TEACHING FEES (Dr. Pontius)

The 2001 Indiana General Assembly, as a part of charter school legislation, mandated that, by July 1, 2002, every college and university engaged in teacher preparation establish a Transition to Teaching program in the subject areas corresponding to existing licensure programs currently offered by the institution. The program is designed to facilitate the transition into the teaching profession of competent professionals in fields other than teaching. This program is limited, under the law, to a maximum of 18 credit hours for secondary teaching and 24 credit hours for elementary teaching, with appropriate field experiences.

The School of Education requests approval to charge the following fees effective for the Fall 2002 semester in addition to the regular student tuition:

Application Fee	\$ 75.00
Program Fee	\$2,000.00

The program fee would be payable in two installments of \$1,000 each based on enrollment in the following courses:

Secondary Transition to Teaching:

CIMT 602 Curriculum and Philosophy of Secondary Schools
CIMT 501 Student Teaching

Elementary Transition to Teaching:

ELED 583T Elementary Language Arts and Reading for the Transition Student
ELED 666T Elementary Social Studies Methods for the Transition Student

The fee is designed to cover all costs of instruction, including faculty, field supervision, mentoring, and other related expenses.

Recommendation: Approval of the proposed application and program fee for the Transition to Teaching program effective for the Fall 2002 semester.

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

J. TRAVEL ABROAD SEMINAR FEES (Dr. Pontius)

Travel abroad seminars are offered for credit to allow students to gain international experiences as a part of the overall student and educational development. To encourage participation in travel abroad seminars approval is requested to charge the in-state fee rate for graduate and undergraduate students.

Recommendation: Approval of the assessment of in-state fee rates for graduate and undergraduate students enrolled in travel abroad seminars effective with the Fall 2002 semester.

On a motion by Dr. Zietlow, seconded by Mr. Huntsinger, the recommendation was approved.

K. PARKVIEW HOSPITAL, INC., FORT WAYNE, INDIANA (Dr. Pontius)

The purpose of this agreement is to provide clinical educational experiences to students enrolled in the Speech Pathology Department. A copy of the agreement is presented in Exhibit A.

Recommendation: Approval of the agreement presented in Exhibit A.

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

L. MILLS HALL RENOVATION (Dr. Ramey)

Residential Life is proceeding with the systematic renovation of facilities. In recent years this effort has resulted in the renovation of Hines Hall, Jones Hall, and the Lincoln Quad complex. In the Sycamore Towers complex both Rhoads and Cromwell Halls have also undergone renovation. As a part of the continuing upgrade of residential life facilities, the bathrooms and corridors of the living floors of Mills Hall are proposed for renovation during the summer of 2003. Authorization to begin work on this project is needed to receive bids and complete the work in the summer of 2003. Project cost is not to exceed \$2,600,000. Funding for this project will be from residence hall operating budgets, reserve funds, and short-term internal borrowing.

Recommendation: Authorization for the Treasurer and appropriate University officials to initiate the Mills Hall project as described.

On a motion by Mr. Huntsinger, seconded by Dr. Zietlow, the recommendation was approved.

M. IN MEMORIAM (Mr. Schafer)

Memorial Resolutions are presented in Exhibit B.

Phyllis Cummins, Office of Public Safety, died on June 15, 2002.

James R. McCrisaken, Assistant Professor Emeritus of Accounting, died on June 10, 2002.

Eva Maxine Minderman, Library Technician (retired), died on May 29, 2002,

Lewis W. Yoho, Dean and Professor Emeritus, School of Technology, died on June 26, 2002.

Janis Labsvirs; Professor Emeritus of Economics, died on June 27, 2002.

James Sides; Food Services Employee (retired), died on July 4, 2002.

Recommendation: Acceptance of the resolutions and acknowledgement of service to the University.

On a motion by Mr. Smith, seconded by Mr. Huntsinger, the recommendation was approved.

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 _____, _____ (“the Effective Date”) and be in force for a period of one (1) year from the Effective Date until _____, 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 School's employees and agents.
- (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 immediately 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 19. Requests for Disclosure of Information

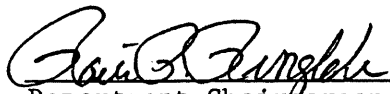
- (a) If the School, any Affiliating Student or any of the School's employees and/or agents is asked to disclose any books, documents, or records, relative to this Agreement for the purpose of any audit or

investigation, the School shall notify the Facility of the nature and scope of such request and shall make available to the requesting entity conducting such audit or investigation of all such books, contracts or subcontracts, documents, or records. By agreeing to the aforementioned, the School does not waive any legal rights that it may have with regard to disclosure of documents or information.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the later day and year written below.

INDIANA STATE UNIVERSITY

PARKVIEW HOSPITAL, INC.



By: _____

Department Chairperson
Communication Disorders and Special Education

Duane Erwin

Date: 6-6-02

It's President

Vice President
Academic Affairs
Date: _____

Date: _____

**PARKVIEW HEALTH
CONFIDENTIALITY AGREEMENT**

I understand that in my observation at Parkview Health, I am privileged to have access to and may be involved in the processing of verbal, written, filmed, and recorded information.

I understand that I am obliged to maintain the confidentiality of this data at all times, both at and away from the hospital.

I acknowledge my experience may include witness of application of an electronic signature code, or other passwords. I understand that if I disregard the confidentiality of this information or use the code of another person, I will be committing an illegal and/or unprofessional act.

I understand that if I violate these confidentiality considerations, I could be suspended and/or terminated from this experience.

I certify by my signature that I acknowledge being informed of the importance of confidential information and its treatment. I agree to adhere to and uphold the private and privileged information therein.

Signature: _____

Print Name: _____

Date: _____

SECTION I
Exhibit B
July 19, 2002

IN MEMORIAM

Phyllis Cummins

James R. McCrisaken

Eva Maxine Minderman

Lewis W. Yoho

Janis Labsvirs

James Sides

IN MEMORIAM
PHYLLIS CUMMINS

WHEREAS, Phyllis Cummins, Communications Coordinator in Public Safety, died on the fifteenth day of June two thousand two; and

WHEREAS, Phyllis Cummins had given loyal and devoted service to Indiana State University for twenty-two years and had gained the respect and affection of those who knew her as a co-worker and friend;

THEREFORE, BE IT RESOLVED, that the Indiana State University Board of Trustees by this Resolution expresses to her family deep sympathy and condolence and further expresses gratitude and respect for the dedicated service which she gave to students and 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 her family.

IN MEMORIAM

JAMES R MCCRISAKEN

WHEREAS, Dr. James R. McCrisaken, Assistant Professor Emeritus of Accounting, died on the tenth day of June two thousand two; and

WHEREAS, Dr. McCrisaken had given loyal and devoted service to Indiana State University and the accounting program for nineteen years and had gained the respect 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 respect for the superior and dedicated service which he gave to students and 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.

IN MEMORIAM

EVA MAXINE MINDERMAN

WHEREAS, Eva Maxine Minderman, Library Technician (retired), died on the twenty-ninth day of May two thousand two; and

WHEREAS, Eva Maxine Minderman had given loyal and devoted service to Indiana State University for twenty-four years and had gained the respect and affection of those who knew her as a co-worker and friend;

THEREFORE, BE IT RESOLVED, that the Indiana State University Board of Trustees by this Resolution expresses to her family deep sympathy and condolence and further expresses gratitude and respect for the dedicated service which she gave to students and 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 her family.

IN MEMORIAM

LEWIS W YOHO

WHEREAS, Dr. Lewis W. Yoho, Dean Emeritus of the School of Technology and Professor Emeritus of Manufacturing and Construction Technology, died on the twenty-sixth day of June two thousand two; and

WHEREAS, Dr. Yoho had given loyal and devoted service to Indiana State University and the technology program for twenty-three years and had gained the respect 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 respect for the superior and dedicated service which he gave to students and 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.

IN MEMORIAM

JANIS LABSVIRS

WHEREAS, Dr. Janis Labsvirs, Professor Emeritus of Economics, died on the twenty-seventh day of June two thousand two; and

WHEREAS, Dr. Labsvirs had given loyal and devoted service to Indiana State University and the economics department for fourteen years and had gained the respect 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 respect for the superior and dedicated service which he gave to students and 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.

IN MEMORIAM

JAMES A. SIDES

WHEREAS, James A Sides, Unit Food Manager (Retired) in Residential Life, died on the fourth day of July two thousand two and;

WHEREAS, James A Sides had given loyal and devoted service to Indiana State University for sixteen years and had gained the respect of those who knew him as a dedicated co-worker 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 respect for the service which he gave 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.

SECTION III
JULY 19, 2002

PERSONNEL (Mr. Schafer)

Recommendation: Approval of all the items in this section.

On a motion by Mr. Alley, seconded by Mr. Shagley, the recommendation was approved. Mr. Dooley voted no.

A. FACULTY

1. Appointments

One-Year Appointments
(Effective August 15, 2002)

Charles A. Cooper; Instructor, Organizational Department; M.B.A., Indiana State University; salary \$40,750 per academic year.

Nancy P. Cummins; Instructor, Department of Physical Education; B.S., Indiana University (special credentials on file); salary \$22,947 per academic year.

Karen S. Hamilton; Instructor, Department of Curriculum, Instruction, and Media Technology; Ph.D., University of Toledo; salary \$35,000 per academic year.

Donald E. Jordan; Instructor; Department of Economics; M.A., Eastern Illinois University; salary \$35,000 per academic year.

C. Teresa McCullough; Instructor, Department of Physical Education; B.S., Indiana University (special credentials on file); salary \$22,947 per academic year.

Donald R. McNabb; Instructor, Department of Manufacturing and Construction Technology; B.S., Indiana State University (special credentials on file); \$41,400 per academic year.

Alan G. Phillips, Jr.; Temporary Assistant Professor, Department of Educational Leadership, Administration, and Foundations, Ph.D., University of Illinois; salary \$32,227 per academic year.

Kristina D. Serra; Instructor, Department of Physical Education; B.S., Purdue University (special credentials on file); salary \$22,500 per academic year.

John P. Shireman; Instructor, Department of Physical Education; B.S., Indiana State University (special credentials on file); salary \$22,500 per academic year.

John R. Storsved, II; Instructor, Department of Athletic Training; H.S.D., Indiana University; salary \$40,750 per academic year.

G. Danielle Timmerman; Instructor, Department of Recreation and Sport Management; M.S., Indiana University; \$25,313 per academic year.

Joseph O. West; Temporary Assistant Professor, Department of Physics; Ph.D., Arizona State University; salary \$43,000 per academic year.

Guoping Zhang; Temporary Assistant Professor, Department of Physics; Ph.D., Assistant Professor of Physics; salary \$43,000 per academic year.

Temporary Part-time Faculty Appointments, 2002 Fall Semester
(Effective August 15, 2002)

Bonnie S. Bolinger; Lecturer III, Organizational Department; Ph.D., Indiana State University; three hours; salary \$2,550.

Veronica L. Dougherty; Lecturer III, Organizational Department; M.B.A., Indiana State University; six hours; salary \$5,100.

Dorothy Farr Lindsay; Lecturer III, Organizational Department; M.P.A., Indiana State University; two hours; salary \$1,700.

Bobby E. Smiley; Professor Emeritus, Organizational Department; Ph.D., Purdue University; three hours; salary \$5,000.

2. Changes of Status and/or Rate

Deborah Barnhart; Associate Professor; reassigned from the Associate Degree Nursing Department to the Baccalaureate and Higher Degree Nursing Department; effective July 1, 2002.

Susan M. Berta; from Associate Professor, Department of Geography, Geology, and Anthropology, to Interim Chairperson and Associate Professor, Department of Geography, Geology, and Anthropology; stipend of \$6,000 for this added responsibility; effective for the 2002-03 academic year.

David J. Langley; from Associate Professor, Department of Physical Education, to Interim Director, Center for Teaching and Learning, and Associate Professor, Department of Physical Education; salary \$80,000 per fiscal year; effective July 1, 2002, through June 30, 2003.

Debra L. Luegenbiehl; Professor; reassigned from the Associate Degree Nursing Department to the Baccalaureate and Higher Degree Nursing Department; effective July 1, 2002.

Susan Sharp; Professor; reassigned from the Associate Degree Nursing Department to the Baccalaureate and Higher Degree Nursing Department; effective July 1, 2002.

Todd E. Sullivan; from Associate Professor, Department of Music, to Chairperson and Associate Professor, Department of Music; salary \$63,000 per academic year; effective August 25, 2002.

3. Resignations

C. Aisha Blackshire-Belay; Department of African and African Studies; effective May 4, 2002.

Jeffrey I. Lewis; Department of Communication Disorders and Special Education; effective May 4, 2002.

Edward R. Slack, Jr.; Department of History; effective May 4, 2002.

Wilson J. Warren; Department of History; effective May 4, 2002.

B. ADMINISTRATION

1. Appointments

Pamela Jackson Abel; Regional Coordinator for Marketing and Administrative Services, College Cooperative Southeast; A.S., Vincennes University; salary \$28,000 per fiscal year; effective July 1, 2002.

Joseph T. Koroma; Assistant Director, Office of Student Financial Aid; M.A., Indiana State University; salary \$35,500 per fiscal year; effective July 1, 2002.

Ellen C. Paxton; Director of Development, University Development and School of Business; M.A., University of Northern Colorado; salary \$57,500 per fiscal year, prorated from the effective date of August 14, 2002. This is a cost-shared position, 50% (\$28,750) will be paid by the ISU Foundation and 50% (\$28,750) by the School of Business; to be reimbursed up to 7% of base salary for reasonable moving expenses.

David M. Peter; Instructional Design Specialist, Division of Lifelong Learning; M.Ed., Texas A&M University; salary \$40,000 per fiscal year, prorated from the effective date of July 15, 2002.

Reappointments

Alfred Perone; Interim Director, Student Life Programs; salary \$52,736 per fiscal year; effective July 1, 2002 through June 30, 2003.

Derek Thatcher; Interim Assistant Director, Student Life Programs; salary \$27,810 per fiscal year; effective July 1, 2002 through June 30, 2003.

Temporary Appointments

Elizabeth A. Flach; Assistant Athletic Academic Coordinator, Student Academic Services Center; B.A., Capital University; salary \$26,606 per fiscal year; effective July 1, 2002, through June 30, 2003.

S. Allen Lindsay; Assistant Director, Educational Talent Search; M. S., Indiana State University; salary \$30,000 per fiscal year, prorated for the period of June 10, 2002, through August 31, 2002.

Nicole L. Neal; Interim Assistant Coordinator for Summer and Mentoring Programs, 21st Century Scholars Program; B.S., DePauw University; salary \$23,000 per fiscal year; prorated for period of June 1, 2002, through June 30, 2003.

Donald O. Schoolcraft; Acting Associate Director, West Central Indiana Area Health Education Center; M.B.A., Xavier University; salary \$40,000 per fiscal year, prorated for the period of May 20, 2002, through August 31, 2002.

Jodie D. Ward; Coordinator/Counselor, Student Support Services; M.S., Indiana State University; salary \$28,000 per fiscal year, prorated for the period of June 3, 2002, through August 31, 2002.

2. Changes of Status and/or Rate

Richie A. Adderley; extension of temporary appointment as Acting Assistant Director, Upward Bound Program; salary unchanged; effective June 1, 2002, through June 30, 2002.

Gary Beaulieu; Career Counselor, Career Center; extension of appointment for period of June 1, 2002 through June 30, 2002; salary \$28,000 per fiscal year, prorated from the effective date.

Jennifer Bradley; Counseling Psychologist, Student Counseling Center; \$500 educational increase added to base salary; \$39,650 per fiscal year; effective July 1, 2002.

Carla Brown; Interim Health Educator Generalist, Student Health Center; change in salary from \$27,000 to \$27,945 per fiscal year; effective July 1, 2002.

Teresa D. Exline; from Executive Director of Public Affairs to Assistant Vice President for Communications and Marketing; Division of University Advancement; salary \$78,060 per fiscal year; effective July 1, 2002.

Elizabeth A. Gaither; extension of temporary appointment as Acting Director, Upward Bound Program, Upward Bound Math and Science Project, and the Educational Talent Search; salary unchanged; effective June 1, 2002, through June 30, 2002.

Maria D. Greninger; from Assistant Director of Public Affairs to Associate Director of Public Affairs; Division of University Advancement; salary \$32,400 per fiscal year; effective July 1, 2002.

Todd L. Harper; extension of temporary appointment as Web Content Editor, Division of Lifelong Learning; salary unchanged; effective July 1, 2002, through August 31, 2002.

David R. Hopkins; from Interim Senior Associate Vice President for Academic Affairs, Interim Dean, School of Business, and Professor, Department of Physical Education, to Senior Associate Vice President for Academic Affairs, and Professor, Department of Physical Education; effective July 1, 2002.

Jianling Jiang; extension of temporary appointment at 80 percent time as Web Applications Programmer, Division of Lifelong Learning; salary unchanged; effective July 1, 2002, through August 31, 2002.

Rhonda J. Leistner; extension of temporary appointment as Web Graphic Designer, Division of Lifelong Learning; salary unchanged; effective July 1, 2002, through August 31, 2002.

William R. Littlejohn; Blumberg Center; cancel retirement leave from July 1, 2002, through December 31, 2002, with retirement effective December 31, 2002, and change to the University Retirement Policy.

Bonita McGee; from Interim Director of Affirmative Action to Director of Student Judicial Programs; salary \$53,159 per fiscal year; effective July 1, 2002.

Mark Edward Siefert; from Interim Director of Marketing to Director of Marketing; Division of University Advancement; salary \$49,600 per fiscal year; effective July 1, 2002.

Kevin Sluyter; from Interim Director of Student Judicial Programs to Assistant Director of the Career Center; salary \$35,805 per fiscal year; effective July 1, 2002.

David Stowe; Assistant Director, Student Health Promotion, Fitness Coordinator, Student Health Center; from pay grade 26 to pay grade 27; salary \$36,659 per fiscal year; effective July 1, 2002.

Fareed F. Taha; extension of temporary appointment as Assistant Network Engineer, Information Technology; salary unchanged; effective June 1, 2002, through August 31, 2002.

Dave Taylor; Public Affairs; extension of temporary employment effective July 1, 2002 until search for Assistant Director of Public Affairs is completed; no change in salary.

3. Resignation

Jie Cao; Programmer/Analyst, Information Technology; effective June 30, 2002.

4. University President's Salary, 2002-03

Lloyd W. Benjamin III; President; salary \$178,600 for the 2002-03 fiscal year; effective July 1, 2002.

C. COACHES AND ATHLETICS

1. Appointments

Stephany Dunmyer; Assistant Women's Basketball Coach; ME, Ashland University; salary \$16,000 for the employment period April 1, 2002 through March 31, 2003, prorated from the effective date of June 1, 2002.

Jeffrey Hans; Assistant Women's Basketball Coach; BS, Wilmington College; salary \$30,100 for the employment period April 1, 2002 through March 31, 2003; prorated from the effective date of June 1, 2002.

Kim Keyes; Cheerleading Sponsor; salary \$7,179 for the employment period of August 1, 2002 through May 15, 2003.

Peter Magnusson; Head Men's Tennis Coach; MBA, Indiana State University; salary \$25,000 for the employment period July 1, 2002 through June 30, 2003.

Angela Martin; Assistant Track Coach; BS, Indiana State University; salary \$21,000 for the employment period July 1, 2002 through June 30, 2003; prorated from the effective date of July 8, 2002.

Michael Menser; Assistant Men's Basketball Coach; BS, Indiana State University; salary \$26,600 for the employment period April 1, 2002 through March 31, 2003; prorated from the effective date of June 24, 2002.

Carmen Walker; Assistant Volleyball Coach; BA, University of Tennessee at Chattanooga; salary \$22,000 for the employment period of January 1, 2002 through December 31, 2002; prorated from the effective date of June 27, 2002.

Reappointments

John Gartland; Head Women's Track and Cross Country Coach; salary \$39,294 for the employment period July 1, 2002 through June 30, 2003.

Kip Hytrek; Head Strength and Conditioning Coach; salary \$26,651 for the employment period July 1, 2002 through June 30, 2003.

Rebecca Iaccino; Assistant Softball Coach; salary \$21,936 for the employment period of July 1, 2002 through June 30, 2003.

John McNichols; Coordinator/Head Men's Track and Cross Country Coach; salary \$57,105 for the employment period July 1, 2002 through June 30, 2003.

Mark Rodriguez; Assistant Track and Cross Country Coach; salary \$25,010 for the employment period July 1, 2002 through June 30, 2003.

Mary Ann Stadler; Women's Tennis Coach; salary \$22,517 for the employment period August 1, 2002 through May 31, 2003.

Robert Warn; Head Baseball Coach; salary \$90,447 for the employment period July 1, 2002 through June 30, 2003.

Nick Zumsande; Assistant Baseball Coach; salary \$28,442 for the employment period July 1, 2002 through June 30, 2003.

2. Changes of Status and /or Rate

Scott Anderson; Assistant Football Coach; salary \$42,330 for the employment period February 1, 2002 through January 31, 2003.

Donald Bender; Assistant Men's Basketball Coach; salary \$56,500 for the employment period April 1, 2002 through March 31, 2003.

James Bertoli; Head Women's Volleyball Coach; salary \$44,687 for the employment period January 1, 2002 through December 31, 2002.

Vernon Croft; Head Women's Soccer Coach; salary \$31,383 for the employment period January 1, 2002 through December 31, 2002.

Rozanne DeWeese; Assistant Women's Soccer Coach; salary \$21,116 for the employment period January 1, 2002 through December 31, 2002.

Linda England; from Athletics Business Manager and Assistant to the Athletics Director (100% FTE) to Athletics Business Manager (75% FTE); salary \$25,118 per fiscal year; effective July 1, 2002.

Shannon Jackson; Assistant Football Coach; salary \$24,970 for the employment period February 1, 2002 through January 31, 2003.

Kent Johnson; from Director of Athletics Media Relations to Assistant Athletics Director/ Media Relations; effective July 1, 2002.

Tim McGuire; Head Football Coach; salary \$65,476 for the employment period January 1, 2002 through December 31, 2002.

Megan Lanham; Assistant Women's Basketball Coach; salary \$40,376 for the employment period April 1, 2002 through March 31, 2003.

William Ray; Assistant Men's Basketball Coach; salary \$47,000 for the employment period April 1, 2002 through March 31, 2003.

Mark Smith; Assistant Football Coach; salary \$39,370 for the employment period February 1, 2002 through January 31, 2003.

Theodore Unbehagen; Assistant Football Coach; salary \$30,600 for the employment period February 1, 2002 through January 31, 2003.

Royce Waltman; Head Men's Basketball Coach; salary \$135,000 for the employment period April 1, 2002 through March 31, 2003.

Adrian White; Assistant Football Coach; change in start date from July 1, 2002 to August 6, 2002.

James Wiedie; Head Women's Basketball coach; salary \$58,195 for the employment period April 1, 2002 through March 31, 2003.

3. Resignations

Rebecca Iaccino; Athletics; effective July 12, 2002.

Kareem Richardson; Athletics; effective June 14, 2002.

Kirk Wrightsman; Athletics; effective June 28, 2002.

4. Non-Reappointment

Ruthann Medworth; Cheerleading Sponsor; effective May 15, 2002.

D. RESIDENTIAL LIFE

1. Appointment

Karl Aldrich; Area Director, Residential Life; MS, Eastern Illinois University, 91/2 month assignment, salary \$24,000 plus maintenance; effective August 1, 2002.

E. SUPPORT STAFF REPORT

The Support Staff Personnel Report for the period ending July 5, 2002 is presented in Exhibit A.

F. SUPPORT STAFF SALARY SCHEDULE, 2002-03

The Support Staff Salary Schedule for 2002-03 is presented in Exhibit B.

G. EXECUTIVE/ADMINISTRATIVE/PROFESSIONAL SALARY SCHEDULE, 2002-03

The Executive/Administrative/Professional Salary Schedule for 2002-03 is presented Exhibit C.

INDIANA STATE UNIVERSITY
 MONTHLY REPORT OF SUPPORT STAFF EMPLOYEES
 FOR THE PERIOD ENDING JULY 5, 2002

A. APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Hogue, Roy	Facilities Management	Cust Wrkr	\$14,625	06-03-02
Holsapple, Patricia	School of Nursing	Ofc Asst III	\$18,232	06-10-02
Keathley, Michael	Information Technology	Website Tech	\$29,250	07-01-02
Keller, James	Facilities Management	Lead Gardner	\$20,300	06-10-02
Kennedy, Christine	Hulman Memorial Student Union	Cust Wrkr II	\$16,244	07-08-02
Thomas, Shirley	General Education	Ofc Asst III	\$17,062	07-08-02
Warden, Marilyn	Admissions	Data Entry Op I	\$16,244	07-08-02

B. LEAVING UNIVERSITY EMPLOYMENT

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Beasley, Darla	Library	06-07-02
Bryan, William	Facilities Management	06-17-02
Ferran, Angela	Purchasing	05-22-02
Hawkins, Patrick	Sycamore Housing	06-11-02
Hummel, Cindi	Admissions	06-07-02
Hay, Kelly	Arts and Sciences	06-26-02
Kieft, Pamela	Center for Research and Management	05-31-02
Lachenmaier, Frank	Public Safety	05-31-02
Link, Jessica	Environmental Safety	06-05-02
Young, Jo Anne	Anthropology	05-28-02

C. LEAVING UNIVERSITY EMPLOYMENT (CONTINUED)

2. Retirement

<u>NAME</u>	<u>DEPARTMENT</u>	<u>YRS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Garvey, Shirley	Public Affairs	24	06-28-02
Pearson, Gerald	Facilities Management	12	08-03-02
Pierce, Carolyn	Sandison Housing	27	08-01-02
Sell, Harry	Hulman Memorial Student Union	32	06-28-02

3. Other

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Black, Charles	Hulman Memorial Student Union	04-01-02*
Cummins, Phyllis	Public Safety	06-15-02+

*Disability Retirement
+Deceased

D. CHANGE IN STATUS OR RATE

1. Promotion

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Bryant, Amy	Telecommunications Ofc Asst III \$16,965	Telecommunications Telecommunications Serv Asst \$18,662	06-08-02
Dwyer, Teresa	Student Life Ofc Asst II \$15,795	School of Nursing Admin Asst II \$20,300	06-03-02
Gayde, Brandy	Lifelong Learning Acct Clerk II \$16,653	Lifelong Learning Ofc Asst III \$18,310	07-06-02
Isbell-Pitts, Jennifer	Lifelong Learning Programs Asst \$19,168.50	Lifelong Learning Student Services Spec \$21,079.50	06-17-02
Johnston, Barbara	Lifelong Learning Student Serv Asst \$17,784	Lifelong Learning Programs Asst \$19,558	07-06-02
Kidwell, Jennifer	Lifelong Learning Ofc Asst III \$17,082	Lifelong Learning Student Serv Asst \$18,798	07-06-02
Lutz, Marsha	African & African American Studies Ofc Asst III \$16,575	Purchasing Storekeeper II \$18,232	06-17-02

D. CHANGE IN STATUS OR RATE (CONTINUED)

1. Promotion

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Tindal, Linda	Controller's Ofc Asst III \$17,433	Controller's Admin Asst I \$19,168	07-01-02
Ward, Martha	Telecommunications Telephone Oper II \$18,973	Telecommunications Ofc Asst III \$20,865	06-08-02

2. Transfer

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Randolph, Diana	Library Library Asst III \$17,764	Publications Ofc Asst III \$17,764	06-24-02

3. Other

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Hendrix, Jennifer	Early Childhood Educ Center Head Teacher \$19,266	Early Childhood Educ Center Head Teacher \$17,981.60 (FTE .93)	05-20-02*

*FTE change

**Indiana State University
Support Staff
Salary Schedule
July 1, 2002**

*Section 3
Exhibit B
July 19, 2002*

<u>Pay Grade</u>		<u>Min</u>	<u>Mid</u>	<u>Max</u>	<u>Pay Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
101	Hourly	\$ 7.73	9.66	11.60	109	\$ 9.65	12.55	15.44
	Annual	15,074	18,842	22,610		18,818	24,463	30,108
102		\$ 7.93	9.91	11.90	110	\$ 10.13	13.17	16.21
		15,464	19,329	23,195		19,754	25,680	31,606
103		\$ 8.13	10.16	12.20	111	\$ 10.64	13.83	17.02
		15,854	19,817	23,780		20,748	26,972	33,197
104		\$ 8.33	10.62	12.91	112	\$ 11.17	14.52	17.87
		16,244	20,710	25,177		21,782	28,316	34,850
105		\$ 8.54	10.89	13.24	113	\$ 11.73	15.25	18.77
		16,653	21,233	25,812		22,874	29,736	36,598
106		\$ 8.75	11.16	13.56	114	\$ 12.61	16.39	20.18
		17,063	21,755	26,447		24,590	31,966	39,343
107		\$ 8.97	11.44	13.90	115	\$ 13.56	17.63	21.70
		17,492	22,302	27,112		26,442	34,375	42,307
108		\$ 9.19	11.72	14.24				
		17,921	22,849	27,777				

**Indiana State University
Executive/Administrative/Professional
Salary Schedule
July 1, 2002**

*Section 3
Exhibit C
July 19, 2002*

<u>GRADE</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
22	\$15,451	\$20,086	\$24,722
23	\$17,769	\$23,099	\$28,430
24	\$20,434	\$26,564	\$32,694
25	\$23,499	\$31,724	\$39,948
26	\$27,024	\$36,482	\$45,941
27	\$31,618	\$42,684	\$53,751
28	\$37,625	\$50,794	\$63,963
29	\$45,527	\$63,737	\$81,948
30	\$55,087	\$77,122	\$99,157
31	\$66,656	\$93,318	\$119,980
32	\$80,653	\$112,915	\$145,176

Greencastle High School, Greencastle, Indiana
Greensburg Community Schools, Greensburg, Indiana
Michigan City Area Schools, Michigan City, Indiana
MSD of Martinsville, Martinsville, Indiana
MSD of North Posey, Poseyville, Indiana
Northeast Dubois School Corporation, Dubois, Indiana
Northern Community Schools of Tipton County, Sharpsville, Indiana
Paoli Community School Corporation, Paoli, Indiana
Peru Community School Corporation, Peru, Indiana
Plainfield Schools, Plainfield, Indiana
South Dearborn Community School Corporation, Aurora, Indiana
South Vermillion School Corporation, Clinton, Indiana
West Central School Corporation, Francesville, Indiana

3. Community Health Internships

Agreements have been reached with the following agencies to provide community health internships.

Bloomington Hospital, Paoli, Indiana
Chances for Indiana Youth, Terre Haute, Indiana
Health Education Center, Indianapolis, Indiana

4. Patoka Lake Water and Sewer District, Dubois, Indiana

The purpose of this agreement is to provide safety management internships for students enrolled in the Department of Health and Safety.

5. Carle Therapy Services, Urbana, Illinois

The purpose of this agreement is to provide internships in a hospital for graduate students in the Speech Pathology Department.

3. Vendors Report – Attachment 2 – Information Only (Mr. Sackett)

Mrs. House adjourned the meeting at 10:50 a.m.

SECTION IV

July 19, 2002

GRANTS

Research Grants and Contracts

1. Purdue University, Fund No. 547585, Proposal No. 01-187
An agreement in the amount of \$130,000 has been received from Purdue University for the project entitled " CARE: Communities Against Rape Initiative, In-School Component" under the direction of Frederica Kramer, Family and Consumer Science, for the project period October 1, 2001 through September 30, 2002.
2. Purdue University, Fund No. 547622, Proposal No. 02-076
An agreement in the amount of \$2,000 has been received from Purdue University for the project entitled, "Purdue-CAReRAD 02, 2001-2002 Mini-Grant Program," under the direction of Heather Mosbarger, Public Safety, for the project period January 1, 2002 through September 30, 2002
3. Indiana University, Fund No. 547612, Proposal No. 02-083
An agreement in the amount of \$264,455 has been received from Indiana University for the project entitled, "Indiana Area Health Education Centers," under the direction of Steven K. Pontius, Academic Affairs, for the project period September 1, 2001 through August 31, 2002.
4. Indiana University, Fund No. 547636, Proposal No. 02-159
An agreement in the amount of \$5,000 has been received from Indiana University for the project entitled, "Fuld Leadership Education Grant," under the direction of Paula Elizabeth (Betsy) Frank, Baccalaureate & Higher Degree Nursing, for the project period March 1, 2002 through March 1, 2003
5. Indiana State Library, Fund No. 547637, Proposal No. 02-163
An agreement in the amount of \$5,845 has been received from Indiana State Library for the project entitled, "Interlibrary Loan to Indiana Libraries 02," under the direction of Michael A. Somers, Library, for the project period March 1, 2002 through February 28, 2003
6. Phi Delta Kappa, Fund No. 547639, Proposal No. 02-165
An agreement in the amount of \$1,075,680 has been received from Phi

Delta Kappa for the project entitled, "South Central Indiana Education Association's Area Learning," under the direction of Byron Bond, Lifelong Learning, for the project period May 1, 2002 through July 31, 2004.

7. Indiana Department of Transportation, Fund No. 547384, Proposal No. 00-043
Additional funding in the amount of \$60,000 has been received from Indiana Department of Transportation for the project entitled, "Indiana Department of Transportation Archaeological services to INDOT across the state of Indiana," under the direction of Mark Cantin, Anthropology, for the project period September 30, 1999 through April 25, 2003.
8. Wildlife Conservation Society, Fund No. 547638, Proposal No. 02-162
An agreement in the amount of \$1,515 has been received from Wildlife Conservation Society for the project entitled, "Preliminary Study to Assess the Feasibility of Using Non-Invasive Sampling Techniques for Genetic Analysis of Jaguars," under the direction of Alise Baer, Life Sciences, for the project period April 15, 2002 through January 31, 2003.
9. Indiana Academy of Science, Fund No. 547643, Proposal No. 02-130
An agreement in the amount of \$700 has been received from Indiana Academy of Science for the project entitled, "Long Term Spatial Patterns of Reproductive Behavior in the Polymorphic White-Throated Sparrow," under the direction of Vincent Formica, Life Sciences, for the project period May 1, 2002 through May 1, 2003.
10. Indiana Academy of Science, Fund No. 547646, Proposal No. 02-135
An agreement in the amount of \$2,216 has been received from Indiana Academy of Science for the project entitled, "Genetic Engineering of Zebrafish Via Cre-loxP System," under the direction of Jie Dong, Life Sciences, for the project period May 1, 2002 through March 1, 2003.
11. Indiana Academy of Science, Fund No. 547645, Proposal No. 02-134
An agreement in the amount of \$598.16 has been received from Indiana Academy of Science for the project entitled, "Growth Efficiency in Multiple Populations of *Sceloporus Undulatus*," under the direction of Christopher Oufiero, Life Sciences, for the project period May 1, 2002 through August 31, 2002.
12. Indiana Academy of Science, Fund No. 547647, Proposal No. 02-129
An agreement in the amount of \$2,012.50 has been received from Indiana Academy of Science for the project entitled, "Social Learning and Laterality In European Starlings," under the direction of Adam Hoffman, Life Sciences, for the project period May 1, 2002 through August 31, 2002.
13. Indiana Academy of Science, Fund No. 547648, Proposal No. 02-124

- An agreement in the amount of \$1,485 has been received from Indiana Academy of Science for the project entitled, "Do Predators Focus on Prey's Food More Than Prey Do? Testing Theoretical Predictions of Multi-Trophic-Level Ideal Free Distributions," under the direction of Todd Steury, Life Sciences, for the project period May 1, 2002 through March 1, 2003.
14. Indiana Academy of Science, Fund No. 547642, Proposal No. 02-127
An agreement in the amount of \$1,700 has been received from Indiana Academy of Science for the project entitled, "Is The Role of Facial Pits In Rattlesnake Thermoregulation Habitat Specific?" under the direction of Aaron Krochmal, Life Sciences, for the project period May 1, 2002 through December 31, 2002.
 15. Indiana Academy of Science, Fund No. 547644, Proposal No. 02-121
An agreement in the amount of \$2,210 has been received from Indiana Academy of Science for the project entitled, "A Proposal to Study the Ecology and Relationships of Chiropteran Ectoparasitic Communities in Indiana," under the direction of Christopher Ritzi, Life Sciences, for the project period May 1, 2002 through May 1, 2003.
 16. Indianapolis International Airport Authority, Fund No. 547652, Proposal No. 02-157
An agreement in the amount of \$225,000 has been received from Indianapolis International Airport Authority for the project entitled, "Proposal to Monitor the Area Included in a Habitat Conservation Plan for the Indiana Myotis (Myotis Sodalis) Near the Proposed Six-Points Interchange," under the direction of John Whitaker, Life Sciences, for the project period March 15, 2002 through March 14, 2003.
 17. Argonne National Laboratory, Fund No. 547658, Proposal No. 02-180
An agreement in the amount of \$15,000 has been received from Argonne National Laboratory for the project entitled, "Development of ICPMS for Trace Actinide Determination," under the direction of Stephen F. Wolf, Chemistry, for the project period June 1, 2002 through August 30, 2002.
 18. Indiana Department of Education, Fund No. 547656, Proposal No. 02-189
An agreement in the amount of \$375,000 has been received from Indiana Department of Education for the project entitled, "ISEAS Project-24th Year," under the direction of Gary Collings, Indiana Special Education Administrative Services, for the project period July 1, 2002 through June 30, 2003.
 19. Great Lakes Trainers' Association, Fund No. 547657, Proposal No. 02-164
An agreement in the amount of \$1,000 has been received from Great Lakes Trainers' Association for the project entitled, "Is Arthrogenic Muscle Inhibition Present in the Quadriceps Musculature of the Uninjured, Contralateral Limb

Following a Unilateral Knee Joint Effusion?" under the direction of Riann Palmieri, Athletic Training, for the project period March 1, 2002 through March 1, 2003.

The following vendors have accumulated purchases from the University for the time period July 1, 2001 to June 30, 2002 (Fiscal Year) in excess of \$100,000:

**Vendors with Purchases Exceeding \$100,000
May 1, 2002 to June 30, 2002**

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
Fisher Scientific Company	\$ 100,092	Scientific Equipment and Supplies
Bell Tech.logix	104,634	Computer Equipment and Supplies
Gribbins Insulation Company	102,530	Miscellaneous Pipe and Duct Insulating
CDS Office Technologies	102,882	Office Equipment and Supplies
Pacesetter Sports	106,409	Sporting Goods and Supplies
American Fidelity Assurance	106,472	Blue Cross/Blue Shield Premiums
Union Hospital	108,035	Workman's Comp & Misc Med Payments, & Clinic Nursing Ed Bldg Maint
Simplex Time Recorder Company	111,868	Campus Fire Alarm, IU Security, Time Card, & Mail Processing Systems
Apple Computer Inc	114,999	Computer Equipment Purchases and Supplies
Terre Haute SMG	124,696	ISU Statesman Publication and Conf & Non-Credit, Human Resources Adv
Academic Book Center Inc	122,138	Library Book Purchases
Sauder Manufacturing Company	126,532	Residential Hall Furniture
Midwest Library Service	141,607	Library Book Purchases
Gateway 2000 Major Accounts Inc	492,957	Computer Equipment Purchases

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

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
GAC/Shepard Poorman	\$ 100,541	ISU Magazine Publication
Payton Wells Chevrolet	104,965	Vehicles for the Motor Pool
Nalco Chemical Company	115,057	Water Treatment and Other Chemicals
Redapt Systems and Peripherals	115,812	Computer Servers
Ivy Tech State College	124,861	Rental of Facility and Microsoft Access Training
Markeys Audio Visual Inc	126,654	Parsons Hall AV Capability & AV Projection Systems
Altec Industries Inc	129,920	Bucket Truck
American Institute for Research	131,500	Consulting for ISEAS
Factory Mutual Insurance Company	132,332	Property Liability Insurance Premium
Best Access Systems	145,314	Locks & Cores for Housing & Facilities Management
Thermo Elemental	139,700	PQ ExCell ICPMS System
Crown Electric Inc	145,500	Cunningham Library Emergency Generator
Bloomington Ford Inc	146,012	Minivans and Car for Motor Pool
David R Snapp and Associates Inc	149,013	Architectural Fees for Lincoln Quad, Sandison Hall, & Mills Hall

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

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
INCOLSA, Indiana Coop Library Services Authority	151,534	OCLC Fixed Fees for Cataloging Software
Vincennes University	165,137	Upward Bound Math & Science and LAAP Grants
John Savoy and Son Inc	169,800	Residential Hall Furniture
Manpower Incorporated	170,287	Temporary Employee Services
Indiana Caulking Corp	178,098	Hulman Center Skin Painting
Incorp Incorporated	179,749	Asbestos Abatement
Teachers Insurance and Annuity Association	182,197	Disability Premium Payments
Neff Construction Inc	201,727	Science Bldg ADA Restrooms & Miscellaneous Repairs
ISU Barnes and Noble	209,791	Fall & Spring Book Awards and Office Supplies
Indiana Department of Education	206,578	Refund of Unexpected Grant Funds
Sewage Disposal Works	220,480	Sewage Utility Payments
Software Plus	255,968	Microsoft Faculty, Staff & Student Licensing Agreement
Business Furniture Corporation	275,898	Furniture for HMSU, Power Plant, Tech Phase 3 & & Misc Purchases
Advanced Microelectronics	281,661	PC and Peripherals Maintenance Contract
Allied Wholesale Electrical Supply Inc	298,656	Holmstedt Hall Substation Upgrade and Family Housing Switchgear
Intelenet Commission	302,550	Internet Connections to Campus & Satellite Educ Ctrs
Verizon North	311,660	Telephone Trunk Line Service
American Seating	315,110	Tilson Auditorium Seating Renovation
Vectren Energy Delivery	364,126	Electricity Utility Payments
BSA Désign Inc	376,702	Ctr for Health Educ & Undergrad Sci Lab Design Work
Jungclaus Campbell Company Inc.	378,552	Lincoln Quad Stairwells & Hulman Center ADA Seating
B and S Plumbing	379,247	Jones Hall Mech Renov & Hulman Center Steam Line Replacement
Xerox Corporation	385,917	Copier Center and Copier Agreement
Cavinder Elevators	402,237	Burford, Gillum, & ADA Upgrade, and Misc Maintenance and Repairs
Forrest Sherer Inc	410,029	Prepaid Insurance, Professional Coverage & Commercial Package
SBC Global Services Inc	413,644	Telephone Maintenance
Williams Randall Marketing Communications	450,398	University Advertising Payments
Indiana-American Water Company	457,753	Water Utility Payments
Dennis Trucking	479,044	6th Street Improvements Base and Phase 2
Sycamore Engineering Inc	479,487	New Power Plant Elect, Holmstedt Secondary Substation & Center for Health Ed
Koch Corporation	516,876	Lincoln Quad Window Replacement Phase 1 and 2
SCT Software and Resource Management Corp	538,608	Software Maintenance
Associated Roofing	559,898	Re-roof HHP Folded Roof Area and Lincoln Quad South, North & Commons
IT Travel	570,401	Travel Expenses for the University
John Hancock Life Insurance	577,697	Life Insurance Premiums
Office Depot	620,341	Office Equipment and Supplies
ST Construction Inc	634,386	Parking Lot C Asphaltting, & Curbs & Sidewalks Repairs on Campus.
Freitag-Weinhardt Inc	661,880	New Power Plant Mech & Replacement Valves in Tunnels

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

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
Postmaster	663,662	Postage Purchases
Ebsco Subscription Services	687,360	Library Subscription Service
Wabash Valley Asphalt Co Inc	697,277	Stadium Turf Replacement
CDI Inc	864,499	New Power Plant and Jones Hall Renovation
Delta Dental Plan of Indiana	900,051	Dental Payments Reimbursements
Dell Marketing LP	959,638	Tech Upg, Univ Serv Computer, Misc Computer Equip
Public Employees Retirement Fund	1,001,128	Employee Retirement Payments
NRK Inc	1,077,024	Emerg & Surveillance Syst, Fire Alarm Syst, & Jones Hall Renovation
Hannig Construction Inc	1,199,194	Ctr for Health Educ Construction and Classroom Renovation Phase 3
Indiana Department of Corrections	1,432,677	Academy Courses
Energy USA-TPC	2,033,105	Natural Gas Contract Purchases
Terre Haute First National Bank	2,040,000	VEBA Contributions
PSC Health Systems Inc	2,480,589	Prescription Drug Coverage
Cinergy Services Inc	3,007,651	Electricity Utility Payments
J F Molloy and Associates Inc	7,192,379	University Medical Payments
Sodexo Inc and Affiliates	7,785,506	Dining Services and Catering

