

**MINUTES**  
**Friday, July 10, 2009, 2:30 p.m.**  
**Meeting of the Indiana State University Board of Trustees**  
**State Room, Tirey Hall, Terre Haute, Indiana**

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**I. Call to order**

- a. Organization of the Board, 2009-2010 (Mr. Alley)
  - i. Roll Call for Annual Meeting (Mr. Alley)
  - ii. Reading of Notice of Meeting (Mr. Alley)
  - iii. Report of Nominating Committee
  - iv. Election of Officers
    - President
    - Vice President
    - Secretary
    - Assistant Secretary
    - Treasurer (appointed)

**II. Remarks:**

- a. President of the ISU Board of Trustees (Mr. Alley) (Pages 4-5)
- b. Faculty Senate Chairperson (Dr. Sheets) (Page 5)
- c. Support Staff Council Chairperson (Ms. Torrence) (Pages 5-6)
- d. Student Government Association President (Mr. Scott) (Pages 6-7)
- e. President of the University (Dr. Bradley) (Pages 7-8)

**III. Approval of the Minutes of the Last Meeting and Executive Session Certification**  
(Mr. Alley) (Page 8)

**IV. New Business**

- a. Action Items
  - i. Recognition of Service – R. Brooks LaPlante (Mr. Alley) (Pages 9-10)
  - ii. Student Academic Semester Fees for 2009-10 (Ms. McKee) (Page 11)
  - iii. Student Academic Semester Fees for 2010-11 (Ms. McKee) (Page 12)
  - iv. Child Care Center Fees Increases for 2009-2010 (Dr. Maynard) (Page 13)
  - v. Operating Budgets 2009-10 (Ms. McKee) (Page 14)
  - vi. Housing and Dining System Revenue Bonds (Ms. McKee) (Pages 14-20)
  - vii. Formation of New University Committee-Assessment Council (Dr. Maynard) (Page 20)
  - viii. Formation of New University Committee-Student Success Council (Dr. Maynard) (Page 21)
  - ix. International Affairs Center Name Change (Dr. Maynard) (Page 21)
  - x. Women's Soccer Locker Room Project (Dr. Ramey/Ms. McKee) (Page 22)
  - xi. Student Recreation Center Fees (Dr. Ramey) (Pages 22-23)
  - xii. Boy's and Girl's Club Parking Lease (Ms. McKee) (Page 24)

- xiii. Changes to the Bylaws of the Faculty Constitution (Dr. Maynard) (Pages 24-25)
- xiv. Changes in the Faculty Constitution (Dr. Maynard) (Pages 25-26)
- xv. Lease of ISU Baseball Facilities (Ms. McKee) (Page 26)
- xvi. Renewal of Contract with City of Terre Haute Transit Authority for Expanded Bus Service for ISU Students (Ms. McKee) (Pages 26-27)
- xvii. Renewal of the Barnes and Noble Contract (Ms. McKee & Dr. Ramey) (Page 27)
- b. Items for the Information of the Trustees
  - i. Financial and Purchasing Reports
    - 1. University Investments (Pages 28-30)
    - 2. Purchasing Report (Page 31)
    - 3. Vendor Report (Page 32)
  - ii. Personnel Items
    - 1. Faculty (Pages 33-37)
    - 2. Support and Administrative Staff (Pages 37-41)
  - iii. Grants and Contracts (Pages 41-43)
  - iv. Internship Relationships (Page 44-45)
- c. Memorial Resolutions (Mr. Alley) Pages 46-50)

**V. Old Business**

**VI. Adjournment**

## I. Call To Order

The Indiana State University Board of Trustees held its Annual Organizational Meeting at 2:30 p.m. on Friday, July 10, 2009, in the State Room, Tirey Hall.

Trustees Present: Mr. Alley, Mr. Baesler, Mr. Carpenter, Mr. Huckleby, Mr. Minas, Mr. Pease and Mr. Pillow. Trustees Absent: Ms. Bell and Mr. Lowery.

President Bradley, Vice Presidents Beacon, Maynard, McKee, and Ramey were present. Also attending were Ms. Melony Sacopulos, General Counsel and Secretary of the University, Dr. Virgil Sheets, Chairperson, University Faculty Senate, Ms. Roxanne Torrence, Chairperson, Support Staff Council, and Mr. Michael Scott, President, Student Government Association.

There being a quorum present, Mr. Alley called the meeting to order at 2:35 p.m.

### a. Organization of the Board, 2009-2010

#### i. Roll Call for Annual Meeting (Mr. Alley)

|                     |         |
|---------------------|---------|
| Michael J. Alley    | Present |
| Robert W. Baesler   | Present |
| Tanya R. Bell       | Absent  |
| Ron D. Carpenter    | Present |
| Matthew S. Huckleby | Present |
| Norman L. Lowery    | Absent  |
| Randall K. Minas    | Present |
| Edward A. Pease     | Present |
| George E. Pillow    | Present |

#### ii. Reading of the Notice of the Annual Meeting (Mr. Alley)

“The Indiana State University Board of Trustees will hold its Annual Organizational Meeting at 2:30 p.m. on Friday, July 10, 2009, in the State Room, Tirey Hall.”

#### iii. Report of Nominating Committee (Mr. Pease)

Mr. Pease reported that the Nominating Committee recommended the following slate of officers.

|                     |                  |
|---------------------|------------------|
| President           | Ron D. Carpenter |
| Vice President      | Michael J. Alley |
| Secretary           | Norman L. Lowery |
| Assistant Secretary | Randall K. Minas |

The Nominating Committee also recommended the appointment of Diann McKee as Treasurer.

Mr. Alley called for additional nominations and hearing none called for the nominations to be closed.

On a motion by Mr. Pillow, seconded by Mr. Baesler the slate of officers was passed unanimously.

## II. Remarks

### **Report of the Board President (Mr. Alley)**

Mr. Alley welcomed new Trustees Robert Baesler and Matthew Huckleby to the Board. He then made the following comments.

“Trustees had the opportunity to attend the dedication of the Student Recreation Center earlier this afternoon. It is a remarkable facility. I am pleased with the leadership that has come forth from the University for this project. This facility will be a great asset for us in marketing for recruiting students, faculty and other employees.

Thanks to Brian Hasler and his team in their efforts and interaction with the legislators to get the benefits we did with this budget.

I had an opportunity a few weeks ago to participate in Foundation activities and the Campaign Committee for the March On Campaign. The Foundation is doing a great job in providing a diverse funding base that is so critical.

The 2009-2010 schedule of Trustee meeting dates is included in the agenda. The Board will hold a one day retreat on August 7. The retreat will be held in Indianapolis and more details will follow. The retreat will be similar to what we have done in the past including evaluation of the President, goal setting for 2009-2010, and other strategic planning on the part of the Board.

We had a tuition hearing this morning and appreciated getting input from those in attendance. We are doing what we can to keep tuition levels as low as we can and to maintain a great quality product. We are sensitive to the cost of higher education and to keep it affordable for our students. We hope to be able to provide reasonable wage and benefits for our people. We can be pleased the increase is not more than 3.9 per cent. Congratulations to Diann McKee, President Bradley and the University team for all their hard work on this budget.

Having served as the President of the Board of Trustees has been a remarkable experience. I have had the opportunity to interact with great people who care so much about this University. I have been able to grow

personally. I do appreciate everything you do. I am pleased with how our Trustees work together. We have come through some challenges. As you deal with challenges and issues you learn from them and become better for it. The strength of the Board and the administration is outstanding. Trustee Carpenter did a great job as Chair of the Presidential Search Committee. It was a great team effort. I am delighted to be part of the Trustees and I am happy to say that I will be staying around.”

## **Report of the University Faculty Senate Chairperson (Dr. Sheets)**

“On behalf of the faculty, I would like to welcome the new members of the Board and offer congratulations to its new officers. Your dedicated service as well as that of those Trustees leaving is greatly appreciated. Although Mike Alley is remaining a member of the Board, I want to express special thanks to him for his service as Board President for the last several years, years that have been both trying, and I hope for him, rewarding. The faculty appreciates the time and energy you all give to supporting ISU’s future.

It is summer, and though many think that means vacation, for most faculty summer is more like a retreat, a time when we can give devoted attention to renewing our expertise, by attending academic conferences, reading the latest research in our fields, and writing papers based on our recent scholarship. Activities on campus have not stopped. Many committees have continued to meet, to revise curriculum and assessment plans, to prepare for the new foundational studies program, and to promote the University’s sustainability initiatives, among other things. We are gearing up for a busy fall. On the agenda are changes to the faculty constitution relating to staffing of Senate and committees. It is unfortunate that we have lost so many faculty to necessitate this action, but it has been reviewed and supported by the faculty and believe it will make governance more effective and efficient.

This is, I believe, my last meeting with you. I have been honored to serve as Chair of the Faculty Senate for two years. Although I am pleased to be able to pass my mantle to the experienced and capable shoulders of Dr. Steve Lamb, it has been a pleasure and privilege to meet with all of you and to share the perspectives of the ISU faculty. The Faculty at ISU is dedicated to their disciplines, to their students, and to the institution as a whole, and I have been proud to be their representative. Our system of shared governance is strong and through it, we will continue to work with administration, students, and staff, to make ISU an even better place.”

## **Report of the Support Staff Council Chairperson (Ms. Torrence)**

“On behalf of the support staff, I would like to welcome new Trustees Robert Baesler and Matthew Huckleby. You are both great additions to the Board.

I would like to thank Vice President Beacon for the Summer Orientation Scholarship that was made available to staff members that have a child beginning their college career. We were able to identify 5 staff members that received the Summer Orientation Scholarship.

The Second Annual Sycamore Staff Award was presented at the Council’s Annual Meeting in May. This is an award that is presented to a support staff employee who best contributes to the overall mission and success of Indiana State University. Nominations were accepted from faculty and staff from all over

campus. I am pleased to announce that Debbie Woolard from Facilities Management was selected as this year's recipient.

The Council held our Annual Retreat yesterday. The retreat this year focused on teamwork. We enjoyed a tour of the new Student Recreation Center and also participated in a campus scavenger hunt.

The Scholarship Committee has completed the applicant screening process and I am happy to announce that we awarded 10 staff scholarships this year, 2 in the amount of \$530 and 8 in the amount of \$300. The recipients were recognized yesterday at the retreat.

Ms. Torrence passed out the 2008-2009 Support Staff Council Annual Report. I hope you will be pleased with the Council's hard work and accomplishments."

## **Report of the Student Government Association President (Mr. Scott)**

Mr. Scott congratulated Trustees Alley and Pease on their reappointments and extended a welcome to Trustee Baesler. He also congratulated Trustee Huckleby on his appointment as the Student Trustee. He then further commented, "Matt and I took our first college classes together nearly three years ago and are both active members of SGA. Matt will be a great asset to the Board and University for the next two years. As I commence with my final term, I look forward to rekindling the SGA-Student Trustee relationship of years past that produced projects like the new Recreation Center.

On the agenda today is a recommendation to renew the contract with the City of Terre Haute for bus service. When this initiative started two years ago, its intent was to create a connection and provide access between students and the Terre Haute community. We are pleased to say that this contract continues those efforts and we want to thank Vice Presidents Ramey and McKee for their assistance, as well as Brad Miller with the City, for his willingness to draft a proposal that suits all parties. This contract finally epitomizes the desires of students through increases in frequency to our student population staying in Married Student Housing (or University Apartments), as well as to popular retail locations throughout the city and county. I urge its approval.

Another product of SGA's hard work is presented for your approval today – the Recreation Center fees. I want to commend the Recreation Center Steering Committee for their diligent work in creating the fee structure proposed today. The Recreation Sports staff will attest to our often long and extensive meetings hashing out the details of these proposed fees. I want to thank them too for their assistance. I hesitantly urge its approval, as after actually seeing the finished masterpiece, I think we should have charged a little more.

I want to commend the administration for bringing forth a tuition increase that is comparable to other institutions in the State, and less than the last biennium of tuition hikes. We are all under immense financial pressures amid the economic downturn, and students especially find it difficult to maintain. The dual 3.9% increases look out for students' pockets, while maintaining the integrity of their education and prevent draconian costs to vital student services. Though most consumers would never advocate or support a price increase, this is one that we believe is necessitated.

Lastly, I wish Dr. Sheets much happiness and relaxation as he transitions from Chair of the Faculty Senate. When I first ran for office, my number one goal was getting a grade appeal process in place, and Dr. Sheets proved very helpful in shepherding that through the Faculty Senate. I again want to express our gratitude for your efforts. We look forward to continually working with you and Dr. Lamb.”

## **Report of the University President (Dr. Bradley)**

Dr. Bradley welcomed the new Trustees, Bob Baesler and Matthew Huckleby and the returning Trustees Mike Alley and Ed Pease, and looks forward to working with all. President Bradley then made the following comments.”

“I would like to express my appreciation to outgoing Trustee Brooks LaPlante who is being honored for his service during the past four years. Brooks has been very helpful to me during my first year here at Indiana State.

Today's agenda includes a proposed increase of 3.9 percent in our tuition and mandatory fees for the coming year and the adoption of University operating and auxiliary budgets for 2009-2010. I would like to express sincere appreciation to Governor Mitch Daniels and the Indiana General Assembly, especially local legislators Tim Skinner, Clyde Kersey and Vern Tincher, for their support of higher education in this biennial budget session. I would also like to thank the staff members who worked on our behalf throughout the legislative session including Brian Hasler, Diann McKee, Jack Maynard, Teresa Exline and others. Together, we dedicated many hours to advocating on behalf of Indiana State.

I am most appreciative of the restated authorization of \$14.8 million for the construction of a satellite chiller and renovations of life science/chemistry laboratories and the \$20 million in bonding authority for the renovation of the Federal Building, half of which is eligible for fee replacement. I will be working with our staff and State officials to secure the additional authorizations that will be needed to move these projects forward.

There are many important interests competing for State dollars, and I am appreciative of the investments made in higher education.

I would like to recognize Vice President McKee's leadership and that of her staff for their work in putting this budget together. I would also like to express my appreciation to the Vice Presidents, Deans and their colleagues throughout the campus who helped identify the reallocations necessary to make this budget work.

I would also like to thank our Trustees for participating in today's tuition hearing and for continuing to balance the need to provide a quality education while maintaining affordability for our students.

Maintaining quality requires investments in our people and our programs. Addressing compensation remains a priority in our budget planning. Included is a targeted increase of three percent in compensation for faculty and staff pending positive enrollments for this fall. Criteria for any salary adjustments will be finalized once the outcome of our fall enrollment is known.

This has been a deliberate and thoughtful process where the impacts on all those affected by these decisions were carefully weighed. I do not take these issues lightly.

In other matters, I am pleased to have with us today two women who have brought great distinction to our aviation program by capturing top collegiate honors in the annual Air Race Classic, a transcontinental air race for women. The two competed against 34 teams winning first place in the collegiate category and second place overall. Please join me in welcoming Victoria Dunbar, an instructor in our Aviation Technology Program and co-pilot of the team, and senior aviation major, Jessica Campbell.

Ms. Dunbar gave a brief history of the air race noting the support of the College of Technology and the University. "We were excited to represent ISU. The media coverage was great reported Dunbar. The Aviation Department has some exciting things coming up." Ms. Campbell also thanked the University and College of Technology for the experience.

Dr. Bradley congratulated them on this wonderful achievement.

"Our new University Diversity Officer, Mary Ferguson, is here with us today. I would like to ask Teresa Exline to introduce her."

Teresa introduced Mary Ferguson and gave a brief review of her professional background Ms. Ferguson said this was her first week here and is excited and grateful to be here and is looking forward to working with everyone.

President Bradley welcomed her to the Indiana State University family. "We are pleased to have you here and are looking forward to working with you."

### **Item (III):**

#### **Approval of the Minutes of the Last Meeting and Executive Session Certification**

The Indiana State University Board of Trustees met in Executive Session at 4:00 p.m. on Friday, May 8, 2009 in the State Room, Tirey Hall. Trustees present: Mr. Alley, Ms. Bell, Mr. Carpenter, Ms. Huntsinger, Mr. LaPlante, Mr. Lowery, Mr. Minas, Mr. Pease and Mr. Pillow.

5-14-1.5-6.1 (b) (2) (D)

5-14-1.5-6.1 (b) (2) (B)

5-14-1.5-6.1 (b) (6)

The Indiana State University Board of Trustees hereby certifies that no subject matter was discussed in the Executive Session other than the subject matter specified in the public notice.

On a motion by Mr. Pease, seconded by Mr. Carpenter, the Minutes of May 8, 2009 and Executive Session Certification were approved as presented.



PROPOSED BOARD MEETING DATES, 2009-2010

July 10, 2009  
(Friday, one day meeting- Tuition Hearing and Board Meeting) Annual Organizational Meeting

September 10-11, 2009 Agenda Meeting

October 23, 2009  
(Friday, one day meeting) Agenda Meeting

(Homecoming is Saturday, October 24, 2009)

December 18, 2009  
(Friday, one day meeting) Agenda Meeting

(Commencement is Saturday, December 19, 2009)

February 18-19, 2010 Agenda Meeting

May 7, 2010  
(Friday, one day meeting) Agenda Meeting

(Commencement is Saturday, May 8, 2010)

July 9, 2010  
(Friday, one day meeting) Annual Organizational Meeting

**Item (IV)(a)(i):  
Recognition of Service – R. Brooks LaPlante**

WHEREAS, R. Brooks LaPlante, has given distinguished service as a member of the Indiana State University Board of Trustees for the past four years, 2005-2009; and

WHEREAS, R. Brooks LaPlante has exhibited exemplary leadership, enthusiasm and interest in University activities during his tenure of service as a member of the Board, having served as Secretary of the Board, 2008-2009, and has contributed to the advancement of the University; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Indiana State University President and Board of Trustees express grateful recognition, high commendation, and sincere best wishes to R. Brooks LaPlante, for his service to the Board and to the University.

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

ADOPTED BY THE INDIANA STATE UNIVERSITY BOARD OF TRUSTEES THIS TENTH DAY OF JULY TWO THOUSAND NINE

**Recommendation:** Approval of the resolution in recognition of service by R. Brooks LaPlante.

On a motion by Mr. Pease, seconded by Mr. Carpenter, the recommendation was approved.

Mr. Alley recognized that Mr. LaPlante went above and beyond in his interest in the University. Whenever there was an event or dinner, he was there. He has provided extraordinary service and his ideas have had an impact on Trustees. Mr. LaPlante has a keen interest in the students and the University looks forward to Mr. LaPlante's continued engagement.

Mr. LaPlante commented that whenever one leaves a Board one hopes one leaves it in good hands. "It was a privilege to serve on the Presidential Search Committee. The challenges for higher education are enormous. I will be in the community and will be ready to serve when I can."

**Item (IV)(a)(ii):  
Student Academic Semester fees For 2009-2010**

**INDIANA STATE UNIVERSITY  
SCHEDULE OF 2009-2010 ACADEMIC SEMESTER FEES  
and Summer Sessions of 2010**

| <u>Semester Fees</u>  | <u>Resident</u>   | <u>Additional<br/>Non-Resident</u> | <u>Total For<br/>Non-Resident</u> |
|---|---|------------------------------------|-----------------------------------|
| <b>Undergraduate</b>  |   |                                    |                                   |
| above 18 hours  | \$4,198.00  | \$5,140.00                         | \$9,338.00                        |
| 12 - 18 hours   | \$3,613.00  | \$4,288.00                         | \$7,901.00                        |
| 0 - 11.5 per credit hour  | \$262.00  | \$296.00                           | \$558.00                          |
| <b>Graduate</b>   |   |                                    |                                   |
| Per Credit Hour   | \$328.00  | \$317.00                           | \$645.00                          |
| <b>Midwest Student Exchange</b>   | Charged 125% of the Undergraduate or Graduate Resident Fees.<br>(25% to be recognized as Non-Resident Fees) |                                    |                                   |
| <b>Illinois Student<br/>Scholarship Program<br/>Fees</b>                          | Charged 125% of the Undergraduate or Graduate Resident Fees.<br>(25% to be recognized as Non-Resident Fees) |                                    |                                   |
| <b>Other Fees</b>   |   |                                    |                                   |
| Student Recreation Center Fee (Fall/Spring)                                       | \$100.00  |                                    | \$100.00                          |
| Student Recreation Center Fee (Summer)<br>(on-campus, enrolled in 6 or more hrs.) | \$40.00   |                                    | \$40.00                           |

**Off Campus (Assessed independently of fees shown above)**

|   |  |  |          |
|---|--|--|----------|
| Distance Education  | Charged Resident fees, if designated as a distance student, plus distance delivery fees. |  |          |
| Year Based Study  | Charged Undergraduate or Graduate Resident fees plus distance delivery fees.             |  |          |
| Late-Start Extension  | Charged Undergraduate or Graduate Resident fees only.                                    |  |          |
| Travel Abroad Seminar   | Charged Undergraduate or Graduate Resident fees only.                                    |  |          |
| National Board for Professional<br>Teaching Standards (NBPTS) |  |  |          |
| Per Credit Hour   | \$120.00   |  | \$120.00 |
| College Challenge   |  |  |          |
| Per Credit Hour   | \$70.00  |  | \$70.00  |

**Recommendation:** Approval of the academic student fee schedule beginning with Fall, 2009 through Summer II 2010, as presented.

On a motion by Mr. Pease, seconded by Mr. Pillow, the recommendation was approved.

**Item (IV)(a)(iii):  
Student Academic Semester Fees for 2010-2011**

**INDIANA STATE UNIVERSITY  
SCHEDULE OF 2010-2011 ACADEMIC SEMESTER FEES  
and Summer Sessions of 2011**

| <u>Semester Fees</u>  | <u>Resident</u>   | <u>Additional<br/>Non-Resident</u> | <u>Total For<br/>Non-Resident</u> |
|---|---|------------------------------------|-----------------------------------|
| <b>Undergraduate</b>  |   |                                    |                                   |
| above 18 hours  | \$4,366.00  | \$5,340.00                         | \$9,706.00                        |
| 12 - 18 hours   | \$3,757.00  | \$4,456.00                         | \$8,213.00                        |
| 0 - 11.5 per credit hour  | \$272.00  | \$308.00                           | \$580.00                          |
| <b>Graduate</b>   |   |                                    |                                   |
| Per Credit Hour   | \$341.00  | \$329.00                           | \$670.00                          |
| <b>Midwest Student Exchange</b>   | Charged 125% of the Undergraduate or Graduate Resident Fees.<br>(25% to be recognized as Non-Resident Fees) |                                    |                                   |
| <b>Illinois Student Scholarship Program Fee</b>                                   | Charged 125% of the Undergraduate or Graduate Resident Fees.<br>(25% to be recognized as Non-Resident Fees) |                                    |                                   |
| <b>Other Fees</b>   |   |                                    |                                   |
| Student Recreation Center Fee (Fall/Spring)                                       | \$100.00  |                                    | \$100.00                          |
| Student Recreation Center Fee (Summer)<br>(on-campus, enrolled in 6 or more hrs.) | \$40.00   |                                    | \$40.00                           |

**Off Campus (Assessed independently of fees shown above)**

|  |   |  |          |
|--|---|--|----------|
| Distance Education - Resident                              | Charged Resident fees, if designated as a distance student, plus distance delivery fees.  |  |          |
| Distance Education - Non Resident                          | Charged 125% of the Undergraduate or Graduate Resident Fees, if designated as a distance student, plus distance delivery fees.<br>(25% to be recognized as Non-Resident Fees) |  |          |
| Year Based Study   | Charged Undergraduate or Graduate Resident fees plus distance delivery fees.  |  |          |
| Late-Start Extension                                       | Charged Undergraduate or Graduate Resident fees only.   |  |          |
| Travel Abroad Seminar                                      | Charged Undergraduate or Graduate Resident fees only.   |  |          |
| National Board for Professional Teaching Standards (NBPTS) |   |  |          |
| Per Credit Hour  | \$175.00  |  | \$175.00 |
| College Challenge  |   |  |          |
| Per Credit Hour  | \$70.00   |  | \$70.00  |

Work Force Development programs/courses are charged an approved fee based upon contractual arrangements.

**Recommendation:** Approval of the academic student fee schedule beginning with Fall, 2010 through Summer II 2011, as presented.

On a motion by Mr. Pease, seconded by Mr. Carpenter, the recommendation was approved.

**Item (IV)(a)(iv):**

**Child Care Center Fees Increases for 2009-2010**

**CHILD CARE CENTER FEES INCREASES FOR 2009-2010**

The Child Care Center proposes fee increases for the 2009-2010 fiscal year. There has not been a fee increase in the past two years, and this increase, is needed to support staff salary and fringe benefit increases.

The proposal has been approved and endorsed by the Department of Elementary, Early, and Special Education, the Dean of the College of Education, and has the support of the Provost and Vice President for Academic Affairs.

| Yearly Income              | Current Child Care Fees |                 |                      |                 |
|----------------------------|-------------------------|-----------------|----------------------|-----------------|
|                            | Full Time               |                 | Part Time            |                 |
|                            | (Infant/Toddler/2's)    | (3-5 year olds) | (Infant/Toddler/2's) | (3-5 year olds) |
| Non ISU or \$50,000 & Over | \$145/wk                | \$140/wk        | \$100/wk             | \$95/wk         |
| \$25,000- \$49,999         | \$130/wk                | \$125/wk        | \$95/wk              | \$85/wk         |
| \$10,000 - \$24,9999       | \$120/wk                | \$110/wk        | \$85/wk              | \$80/wk         |
| Under \$10,000             | \$100/wk                | \$90/wk         | \$80/wk              | \$75/wk         |

| Yearly Income              | Proposed 2009 Child Care Fees |                 |                      |                 |
|----------------------------|-------------------------------|-----------------|----------------------|-----------------|
|                            | Full Time                     |                 | Part Time            |                 |
|                            | (Infant/Toddler/2's)          | (3-5 year olds) | (Infant/Toddler/2's) | (3-5 year olds) |
| Non ISU or \$50,000 & Over | \$155/wk                      | \$150/wk        | \$110/wk             | \$105/wk        |
| \$25,000- \$49,999         | \$140/wk                      | \$135/wk        | \$105/wk             | \$95/wk         |
| \$10,000 - \$24,9999       | \$130/wk                      | \$120/wk        | \$95/wk              | \$90/wk         |
| Under \$10,000             | \$100/wk                      | \$90/wk         | \$80/wk              | \$75/wk         |

**Recommendation:** Approval of the Child Care Center fee increases for the 2009-2010, effective July 1, 2009.

On a motion by Mr. Minas, seconded by Mr. Pease, the recommendation was approved.

## Item (IV)(a)(v): Operating Budgets 2009-10

**Recommendation:** Approval of the following operating budgets for the 2009-10 fiscal year. Copies of the budgets were distributed at the meeting.

Current Operating Budget  
Student Services Budget  
Auxiliary and Other Budgets  
Line Item Budgets

On a motion by Mr. Carpenter, seconded by Mr. Pease, the recommendation was approved.

## Item (IV)(a)(vi): Housing and Dining System Revenue Bond Resolution

The University is preparing for the sale of Housing and Dining System Revenue Bonds to finance the renovation of Sandison Hall as approved by the Board of Trustees on February 27, 2009. The Housing and Dining System Revenue Bonds, Series 2009 will include \$9,500,000 to finance the renovation of Sandison Hall and the refinancing of a fully insured promissory note, dated June 1, 2006 with a current outstanding balance of \$6,815,000. The fully insured promissory note was issued to finance and refinance previous house and dining facility renovations.

The resolution allows for authorization and approval of the sale of Indiana State University Housing and Dining System Revenue Bonds, Series 2009.

**Recommendation:** Approval of the following resolution authorizing the President and or Treasurer of the University to submit and obtain all necessary state approvals for a plan of financing and subsequent sale of Housing and Dining System Revenue Bonds, Series 2009.

### RESOLUTIONS OF THE INDIANA STATE UNIVERSITY BOARD OF TRUSTEES APPROVING AND AUTHORIZING THE SALE OF THE INDIANA STATE UNIVERSITY HOUSING AND DINING SYSTEM REVENUE BONDS, SERIES 2009

WHEREAS, the Board of Trustees (the "Board") of the Indiana State University Board of Trustees (the "University") has full power and authority under and by virtue of the laws of the State of Indiana, including, more particularly, the provisions of Indiana Code, section 21-35-1 et seq., to issue bonds to finance and refinance housing and dining facilities on its campus in Terre Haute, Indiana, such bonds to be secured by the net income derived from such facilities; and

WHEREAS, the Board has determined that a necessity exists to consider financing all or a portion of the costs of the acquisition, construction, expansion, renovation and equipping of certain housing and dining

facilities on the University's campus in Terre Haute, Indiana, as described in Exhibit A attached hereto (the "Project"); and

WHEREAS, the Board has determined that a necessity exists to consider refinancing the University's Fully Registered Promissory Note, dated June 1, 2006 and issued in favor of First Financial Bank, N.A., in the original principal amount of \$10,000,000 and currently outstanding in the principal amount of \$6,815,000 (the "Prior Note"), which Prior Note was originally issued to finance and refinance housing and dining facilities on the University's campus in Terre Haute, Indiana; and

WHEREAS, the Treasurer of the University (the "Treasurer") will investigate, develop and evaluate a Plan of Financing (the "Plan of Financing") for the financing of all or a portion of the costs of the Project and the refinancing of the Prior Note; and

WHEREAS, the Board now desires to authorize the Treasurer to effectuate such a Plan of Financing for the financing of all or a portion of the costs of the Project and the refinancing of the Prior Note; and

WHEREAS, the University has determined that a necessity exists to consider having the University execute and deliver a new Indenture of Trust (the "Indenture") to First Financial Bank, N.A. (the "Trustee"), for the purpose of securing its Indiana State University Housing and Dining System Revenue Bonds (hereinafter sometimes referred to as the "Bonds"), to be issued from time to time thereunder; and

WHEREAS, the Indenture will authorize the issuance of an initial series of Bonds by the University and the authentication and delivery of such initial series of Bonds by the Trustee under the conditions set forth in the Indenture, which conditions have been complied with (subject to any approvals as may be required from the State Budget Committee and the State Budget Director of the State of Indiana) so as to authorize the issuance, authentication and delivery of an initial series of Bonds by the Trustee under the conditions set forth in the Indenture, to provide the funds required for financing all or a portion of the costs of the Project and refinancing the Prior Note, as well as certain related costs incidental to the financing; and

WHEREAS, the Board now desires to authorize the execution and delivery of the Indiana State University Housing and Dining System Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), and the Indenture, a First Supplemental Indenture (the "First Supplemental Indenture"), a Construction and Rebate Agreement (the "Rebate Agreement"), a Preliminary Official Statement (the "Official Statement"), a final Official Statement, a Bond Purchase Agreement (the "Bond Purchase Agreement"), a Fifth Supplement to Continuing Disclosure Undertaking Agreement (the "Undertaking Agreement"), forms of the Series 2009 Bonds, and any further documents required to complete the execution and delivery of the Series 2009 Bonds (subject to any approvals as may be required from the State Budget Committee and the State Budget Director of the State of Indiana); and

WHEREAS, there has now been made available to the Board a form of Indenture, a form of First Supplemental Indenture, a form of Rebate Agreement, a form of Official Statement, a form of Bond Purchase Agreement and a form of Undertaking Agreement in connection with the issuance of the Series 2009 Bonds in an aggregate principal amount not to exceed \$16,500,000, plus additional amounts needed for underwriters' discount as described below and any original issue discount or bond premium, as permitted by law, capitalized interest (if any), costs of issuance, any amounts necessary to provide for any debt service reserve fund, and costs of any premiums for bond or debt service reserve fund insurance; and

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

WHEREAS, the Board further desires to preserve the University's option to recharacterize some portion (or all) of the Series 2009 Bonds as taxable Build America Bonds under the American Recovery and Reimbursement Act of 2009, signed into law by President Obama on February 17, 2009 (the "Recovery Act"), which could require a split of the Series 2009 Bonds (for example) into a Series 2009A tax-exempt component and a Series 2009B taxable component, and the Board desires that such determination be made by the President and the Treasurer, using their best judgment, in the event that market conditions would result in sufficient savings to the University to warrant the recharacterization of some portion (or all) of the Series 2009 Bonds as taxable Build America Bonds; and

WHEREAS, the University intends to acquire, construct, equip, renovate and/or rehabilitate the various components of the Project, and reasonably expects to reimburse certain costs of the Project with proceeds of debt to be incurred by the University; and

WHEREAS, the University expects to issue debt not exceeding \$16,500,000 in aggregate principal amount for purposes of financing, refinancing or reimbursing all or a portion of the costs of the Project and the refinancing of the Prior Note, plus additional amounts needed for costs of issuance, any debt service reserve fund, costs of any premiums for bond or debt service reserve fund insurance, underwriters' discount and original issue discount/bond premium as provided by law, capitalized interest (if any), and other incidental costs as required by the issue; and

WHEREAS, the aggregate principal amount of the Series 2009 Bonds is not expected to exceed \$30,000,000, and the Board does not expect the University to issue more than \$30,000,000 in tax-exempt obligations during calendar year 2009; and

WHEREAS, the Board now desires to designate the Series 2009 Bonds as bank qualified under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), as allowed under the Recovery Act;

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

The Treasurer is hereby authorized to investigate, develop, evaluate and effectuate a Plan of Financing with respect to the financing of all or a portion of the costs of the Project and the refinancing of the Prior Note. Further, the use of bond insurance is hereby approved in connection with the Series 2009 Bonds, if deemed beneficial to the University in the best judgment of the President and the Treasurer. In addition, the recharacterization of some portion (or all) of the Series 2009 Bonds as taxable Build America Bonds under the Recovery Act is hereby approved, if, in the best judgment of the President and the Treasurer, market conditions would result in sufficient savings to the University to warrant the recharacterization of some portion (or all) of the Series 2009 Bonds as taxable Build America Bonds. It is understood that any such utilization of taxable Build America Bonds could result (for example) in the Series 2009 Bonds being split



into a Series A tax-exempt component and a Series B taxable component, and any such split components shall nonetheless be referred to hereinafter, collectively, as the Series 2009 Bonds.

The issuance of the Series 2009 Bonds by the University on the terms and conditions set forth in the First Supplemental Indenture is hereby authorized in the total principal amount not to exceed \$16,500,000, plus additional amounts needed for underwriters' discount as described below and original issue discount or bond premium, as permitted by law, capitalized interest (if any), costs of issuance, any amounts necessary to provide for any debt service reserve fund, and costs of any premiums for bond or debt service reserve fund insurance. The Series 2009 Bonds shall be designated the "Indiana State University Board of Trustees, Indiana State University Housing and Dining System Revenue Bonds, Series 2009". The true interest cost of tax-exempt Series 2009 Bonds shall not exceed 6.00%, and the true interest cost of any taxable Build America Bonds component of the Series 2009 Bonds shall not exceed 9.00%, with a maximum underwriters' discount of 2%, and with such serial or term maturities and redemption features as the executing officers shall approve. The final maturity of the Series 2009 Bonds shall not extend beyond April 1, 2035. The Series 2009 Bonds shall be sold pursuant to the Bond Purchase Agreement at negotiated sale to the Underwriters who may be selected and appointed pursuant to Section 14 below.

The President and the Treasurer are hereby authorized and directed to do any and all acts and things, to seek any necessary approvals from the State Budget Committee and the State Budget Director of the State of Indiana, and to make and approve all changes in form or substance to the Indenture, the First Supplemental Indenture, the Bond Purchase Agreement, the Rebate Agreement, the Undertaking Agreement or the Official Statement necessary to secure approval of the transaction contemplated herein by any rating agency, bond insurer, reserve fund surety bond provider, or the State of Indiana. The President and the Treasurer are further authorized and directed to make and approve all changes in form or substance to the Indenture, the First Supplemental Indenture, the Bond Purchase Agreement, the Rebate Agreement, the Undertaking Agreement or the Official Statement necessary to reflect any determination they may make, pursuant to Section 1 above, to recharacterize some portion (or all) of the Series 2009 Bonds as taxable Build America Bonds under the Recovery Act.

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

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

other persons as he may deem advisable in order to market the Series 2009 Bonds, and any such prior actions are hereby ratified and confirmed.

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

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

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

The Treasurer is hereby authorized to prepare the bond forms required for use in the issuance of the Series 2009 Bonds, on the terms and conditions set forth in the First Supplemental Indenture, and to cause the same to be executed manually or by facsimile by the proper officers of the University as provided in the First Supplemental Indenture and the Indenture. Upon execution of the Series 2009 Bonds, the Treasurer shall deliver the Series 2009 Bonds to the Trustee for authentication, and upon their authentication, the Treasurer is authorized and directed to deliver the Series 2009 Bonds to the purchasers thereof on payment of the purchase price, which price shall reflect the underwriters' discount permitted by this Resolution and original issue discount or bond premium, if any, as permitted by law.

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

The Board hereby approves the calculations made by the Treasurer with respect to the coverage factor of Net Income to Average Annual Debt Service Requirements after the issuance of the Series 2009 Bonds, all as shown in the Official Statement for the Series 2009 Bonds.

The Board hereby declares its official intent to acquire, construct, equip and/or rehabilitate the Project described in Exhibit A; to reimburse certain costs of acquiring, constructing, equipping and/or

rehabilitating the Project with proceeds of debt to be incurred by the University; and to issue debt not exceeding \$16,500,000 in aggregate principal amount for purposes of financing, refinancing or reimbursing all or a portion of the costs of the Project, and refinancing the Prior Note, plus additional amounts needed for costs of issuance, any debt service reserve fund, costs of any premiums for bond or debt service reserve fund insurance, underwriters' discount and original issue discount/bond premium as provided by law, capitalized interest (if any), and other incidental costs as required by the issue.

The Board hereby ratifies the selection of, and appoints, First Financial Bank, N.A., as Trustee for the Series 2009 Bonds.

The Board hereby ratifies the selection of, and appoints, City Securities Corporation as senior managing underwriter for the Series 2009 Bonds, and further authorizes the President and Treasurer to select and appoint one or more additional firms to serve as co-managing underwriters for the Series 2009 Bonds, as would best serve the interests of the University in the best judgment of the President and Treasurer. The Board hereby ratifies the selection of, and appoints, (i) Ice Miller LLP as bond counsel for the Series 2009 Bonds, (ii) Freeman-Wilson & Lewis-Shannon, L.L.C., as co-bond counsel for the Series 2009 Bonds, and (iii) John S. Vincent & Company LLC as financial advisor for the Series 2009 Bonds.

The President and Treasurer are hereby authorized to select a bond insurer, if deemed beneficial in their best judgment, and to accept any commitments and execute any agreements which may be necessary or advisable in connection with any such bond insurance for the Series 2009 Bonds.

The President and Treasurer are hereby authorized to recharacterize some portion (or all) of the Series 2009 Bonds as taxable Build America Bonds under the Recovery Act, if in their best judgment market conditions are such that a recharacterization of some (or all) of the Series 2009 Bonds as taxable Build America Bonds would result in sufficient savings to the University.

The Board hereby designates the Series 2009 Bonds as qualified tax-exempt obligations under Section 265(b)(3) of the Code, relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations acquired after August 7, 1986.

Dated: July 10, 2009

## EXHIBIT A

### The Project

The Project consists of the renovation and reconfiguration of Sandison Hall from the traditional dormitory floor plan to create double rooms with private bathrooms and individual heat and air conditioning controls. This Project is part of a systematic upgrading of residence hall facilities to provide living and learning spaces that are attractive to prospective and returning students.

Sandison Hall was constructed in 1961 and is located adjacent to Hulman Memorial Student Union. The facility has received only limited upgrades and maintenance since its original construction. The renovation will also include the installation of air conditioning throughout the facility, fire suppression systems with sprinklers and alarms in each room, replacement of roof, heating systems, windows, and electrical structural repairs. The existing elevator shaft will be expanded to accommodate new larger ADA elevators.

An energy wheel exhaust system will also be installed along with the technology infrastructure to support LAN and wireless capabilities.

The overall cost of the renovation is approximately \$11 million based upon estimates provided by Snapp & Associates, the architectural firm providing design services for the Project. The Project is not eligible for fee replacement and no State funds are involved. Cost of the renovation would be funded from approximately \$1.5 million of Residence Hall Reserves and approximately \$9.5 million from borrowing through the Series 2009 Bonds.

On a motion by Mr. Baesler, seconded by Mr. Pillow the recommendation was approved. Mr. Minas abstained from voting.

### **Item (IV)(a)(vii): Formation of New University Committee – Assessment Council**

The Provost is recommending the formation of a new University Committee to be titled the Assessment Council. Recognizing the need for organized and ongoing assessment of student academic achievement, Indiana State University (ISU) has developed and adopted an assessment plan. The ultimate responsibility for academic assessment belongs to the faculty; the responsibility for assessment of non-academic units resides with the administrators and managers. The Assessment Council is charged with the responsibility of developing, monitoring and guiding the ongoing institutional assessment activities to assure a process of continuous improvement exists with the ultimate goal of improving learning and student support services.

The Assessment Council will be composed of 20 members. An eight-member core leadership team will serve as the executive group to provide general leadership to the Council as well as support and facilitate the work of the larger Council membership. The members of the Assessment Council will be appointed as follows:

- (5) - Faculty Representative (1 appointed by each College) \*
- (2) – Faculty At-Large (2 appointed by Faculty Senate)
- (1) – Library \*
- (1) – Academic Affairs (Associate VP) \*
- (1) – Director of Institutional Research and Assessment \*
- (2) – Associate Deans (annual rotation – 2 year staggered terms/renewable)
- (2) – Students (1 UG / 1 GR appointed by Student Government)
- (2) – Student Affairs
- (1) – Business Affairs
- (1) – Enrollment Services
- (1) – Graduate School
- (1) – Assessment Coordinator (ex-officio, speaking seat)

\* - Core Leadership Team

**Recommendation:** Approval of the formation of University Assessment Council.

On a motion by Mr. Pease, seconded by Mr. Minas the recommendation was approved.

**Item (IV)(a)(viii):**

**Formation of New University Committee – Student Success Council**

The Provost is recommending the formation of a new University committee to be titled the Student Success Council. Recognizing the need for increasing student success is clearly one of the strategic priorities of Indiana State University (ISU). Improving student retention, while maintaining high standards and challenging classroom environments, will serve both our students and the University well. The Student Success Council is charged with the responsibility of developing and implementing both short and long-term strategies to impact student retention/success.

The Student Success Council will be composed of 20 members. The members of the Assessment Council will be appointed as follows:

- (1) – Academic Affairs (Associate VP) \* Chair
- (6) – Associate Deans (one from each College/library)
- (1) – Faculty At-Large (1 appointed by Faculty Senate)
- (1) – Representative from SASC
- (1) – Director of New Student Programs
- (1) – Assistant Treasurer and University Bursar
- (2) – Students (1 undergraduate and 1 graduate student)
- (1) – Assistant Vice President, Student Auxiliary Services
- (1) – Support Staff Council Representative
- (1) – Director of Student Activities and Organizations
- (1) – General Education Coordinator
- (1) – Director of Financial Aid
- (1) – Registrar
- (1) – Director of Marketing

**Recommendation:** Approval of the formation of Student Success Council.

On a motion by Mr. Pillow, seconded by Mr. Huckleby the recommendation was approved.

**Item (IV)(a)(ix):**

**International Affairs Name Change**

The Administrative Affairs Committee approved, with the support of the Provost and Vice President for Academic Affairs, the name change of the International Affairs Center to Office of International Programs and Services.

**Recommendation:** Approval of the name change of the International Affairs Center to Office of International Programs and Services, effective July 1, 2009.

On a motion by Mr. Huckleby, seconded by Mr. Minas, the recommendation was approved.

**Item (IV)(a)(x):  
Women's Soccer Locker Room Project**

Beginning with the fall 2009 season, practice and games for Women's Soccer will be held at Memorial Stadium. Adequate locker room facilities are needed as a part of the relocation of the Women's Soccer program. The project will include shower, restroom, HVAC, and locker facility upgrades and is scheduled to begin in November of 2009. The cost of the project is not to exceed \$600,000 and is to be funded from Auxiliary Reserves.

**Recommendation:** Approval to proceed with locker room facilities for Women's Soccer at Memorial Stadium not to exceed \$600,000.

On a motion by Mr. Carpenter, seconded by Mr. Baesler the recommendation was approved.

**Item (IV)(a)(xi):  
Student Recreation Center Fees**

As outlined rental fees are proposed for group use of various components of the Center during approved periods.

The schedule of fees appearing reflects proposed charges for the use of the new Student Recreation Center by various University-related populations. Presently, individual SRC membership is not open to the general public.

**Recommendation:** Approval of the requested membership and rental fees.

| Activity Area   | Student Group | Non-University Group |
|-----------------|---------------|----------------------|
| 3 court gym     | N/C           | \$50/crt/hr          |
| MAC court       | N/C           | \$75/hr              |
| Fitness Studio  | N/C           | \$50/rm/hr           |
| Track           | N/C           | \$50/hr              |
| Pool            | \$24/hr*      | \$125/hr*            |
| Wet Classroom   | N/C           | \$50/hr              |
| Conference Room | N/C           | \$50/hr              |
| SRC             |               | \$400/hr             |

All non-university rentals require 7% sales tax.

Rentals do not include set-up labor charges.

Reservations made outside normal building schedule will require additional building staffing charge. Exception: normal reservations include two lifeguards

\* Includes two lifeguards. Size of group may result in additional charges for extra lifeguards.

**ISU STUDENT RECREATION CENTER MEMBERSHIP FEES**

| <b>CURRENT STUDENTS</b>  |  |  |
|--|--|--|
|  | <u>Per Semester</u>  | <u>Per Summer Session</u>                                    |
| Student enrolled in 6 or more on-campus credit hours during fall or spring semester  | no additional fee  | no additional fee  |
| Student enrolled in 5 or fewer on-campus credit hours during fall or spring semester | \$100  | \$20/\$40/\$40   |
| Spouse of enrolled fee-paying student  | \$180  | \$25/\$45/\$45   |
| Dependent of enrolled fee-paying student   |  |  |
| Daily pass for designated hours  | \$7 per day during semester  | \$100 for period May 15 thru 15-Aug                          |
| <b>PRE-PAID MEMBERS</b>  |  |  |
| (persons who paid the rec center fee prior to the completion of the building)        | Beginning July 13th, 2009, these individuals receive free use of the Center for a period equivalent to the terms during which the fee was paid previously. |  |
| <b>FULL-TIME BENEFITS-ELIGIBLE UNIVERSITY OR FOUNDATION EMPLOYEE</b>                 |  |  |
|  | <u>If paid for six-month period</u>  | <u>If paid for twelve-month period</u>                       |
| Eligible individual  | no fee required  | no fee required  |
| Spouse of eligible individual  | \$195  | \$350  |
| Dependent of eligible individual (during designated hours)                           | <u>Daily</u><br>\$7 per day during fall & spring semesters   | <u>Summer Program</u><br>\$100 for period May 15 thru 15-Aug |
| <b>BENEFITS-ELIGIBLE EMERITUS/RETIRED UNIVERSITY OR FOUNDATION EMPLOYEE</b>          |  |  |
|  | <u>If paid for six-month period</u>  | <u>If paid for twelve-month period</u>                       |
| Eligible individual  | \$195  | \$350  |
| Spouse of eligible individual  | \$265  | \$480  |
| <b>ISU ALUMNUS (degree recipient and member of the ISU Alumni Association)</b>       |  |  |
| Spouse of fee-paying alumnus   | \$265  | \$480  |
| <b>SPECIAL MEMBERSHIP CATEGORIES AS APPROVED BY THE UNIVERSITY PRESIDENT</b>         |  |  |
| Qualifying Individual  | \$195  | \$350  |
| Spouse of Qualifying Individual  | \$265  | \$480  |
| <b>SPECIAL PROGRAMS/CLASSES</b>  |  |  |
| 2008-09 Le Club/Rec Sports Members   | \$285  | \$515  |
| "Group X" programming fees:  |  |  |
| non-exempt staff member  | n/a  | \$115  |
| faculty/exempt staff member  | n/a  | \$150  |
| student who paid rec center fee  | no additional charge   | no additional charge   |
| Senior Splash (retirees only)  |  |  |
| individual with paid SRC membership  | no additional charge   | no additional charge   |
| non-member (access limited to class hours/location)                                  | n/a  | \$100  |
| <b>GUESTS OF FULL FEE PAYING MEMBERS</b>   |  |  |
|  | <u>Daily</u>   |  |
| Daily Charge (limit = two guests per day)  | \$7 per person/per day   |  |

On a motion by Mr. Huckleby, seconded by Mr. Minas, the recommendation was approved.

**Item (IV)(a)(xii):  
Boy's and Girl's Club Parking Lease**

The University wishes to enter into a parking lot lease with the Terre Haute Boy's and Girl's Club for use of their parking lot from August 1, 2009 until May 31, 2010 to provide parking for faculty, staff, and students Monday through Friday, 7:30 a.m. to 5:00 p.m.. The agreement would be renewable, if agreed to by both parties. The annual proposed lease payment is \$12,000, payable in two installments.

**Recommendation:** Authorization for the President and/or Treasurer of the University to negotiate and execute a parking lot lease with the Terre Haute Boy's and Girl's Club.

On a motion by Mr. Pease, seconded by Mr. Baesler, the recommendation was approved.

**Item (IV)(a)(xiii):  
Changes to the Bylaws of the Faculty Constitution**

**BYLAWS**

**I. STANDING COMMITTEES OF THE UNIVERSITY FACULTY SENATE  
(paragraph #3)**

**Current Language:**

Each standing committee except the Faculty Dismissal Hearing Committee shall have nine (9) faculty members, at least two (2) of whom shall be members of the University Faculty Senate.

**Proposed Language:**

Each standing committee except the Faculty Dismissal Hearing Committee, the Curriculum and Academic Affairs Committee, Graduate Council, and the University Research Committee, shall have seven (7) faculty members, at least one of whom shall be members of the University Faculty Senate.

**Other required changes:**

**BYLAWS**

**II. ADMINISTRATIVE AFFAIRS COMMITTEE**

Membership

Faculty ~~Nine (9)~~ Seven (7)

**IV. FACULTY ECONOMIC BENEFITS COMMITTEE**

Membership

Faculty ~~Nine (9)~~ Seven (7)

**V. UNIVERSITY FACULTY AFFAIRS COMMITTEE**

Membership

Faculty ~~Nine (9)~~ Seven (7)

**IX. STUDENT AFFAIRS COMMITTEE**

Membership



Faculty ~~Nine (9)~~ Seven (7)

#### X. ARTS ENDOWMENT COMMITTEE

##### Membership

Faculty ~~Nine (9)~~ Seven (7)

These changes were approved by the Faculty Senate on March 26, 2009 (26-0-0).

**Recommendation:** Approval to the changes in the Bylaws of the Faculty Constitution.

On a motion by Mr. Pillow, seconded by Mr. Pease the recommendation was approved.

### **Item (IV)(a)(xiv): Changes to the Faculty Constitution**

Proposed Amendments to the Constitution of the Faculty of Indiana State University: The following changes are presented for approval.

**Substitute the number 34 for the number 40 everywhere it appears in Article III, as approved by the Faculty Senate on March 26, 2009 (26-0-0), and in an all-faculty vote on April 17, 2009 (186-22-1).**

#### **Article III. STRUCTURE OF THE UNIVERSITY FACULTY SENATE**

##### **Section 1. Membership**

###### Faculty Representatives

There shall be ~~40~~ 34 elected faculty members. They shall be apportioned among the colleges of the University in this fashion: the total number of voting faculty in the University shall be divided by ~~40~~ 34; this number, rounded off to the next higher whole number, shall be the "election unit." Each college shall have as many representatives as it has complete election units of voting faculty provided that every such college is to have at least one (1) representative. The remaining seats, up to the total of ~~40~~ 34, shall be apportioned to the colleges with the largest fractional remainders of voting faculty, lot being resorted to if equal fractional remainders make this necessary. This calculation shall be made before each annual election.

**The following be added as the second paragraph to Section 1, as approved by the Faculty Senate on March 26, 2009 (26-0-0), and in an all faculty vote on April 17, 2009 (172-35-2).**

In the transition from 40 to 34 members, there shall be an intermediate year with 37 members and 37 as the unit of election.

\*\*\*\*\*

**That the following changes be made to add/acknowledge speaking roles in Senate as approved by the Faculty Senate on March 26, 2009 (26-0-0) and in an all-faculty vote on April 17, 2009 (186-21-2 for speaking seat for Support Staff Council; 175-32-2 for speaking seat for President of the Graduate School Organization; and 186-21-2 for speaking seat for the Special Purpose Faculty Advocate).**

### Article III

#### STRUCTURE OF THE UNIVERSITY FACULTY SENATE

##### Section 1. Membership

**Faculty Representatives** (*no change*)

**Administration Representatives** (*no change*)

**Student Representatives** (*changes highlighted*)

Five (5) students shall hold speaking seats in the University Faculty Senate. They shall comprise the President of the Student Government Association, ~~and four (4)~~ *three (3)* students elected by the Student Government Association Senate, *and the President of the Graduate Student Association.*

**Other Representatives** (*new section*)

Other persons with speaking seats on the University Faculty Senate shall include the Special Purpose Faculty Advocate and the Chair of Support Staff Council.

**Recommendation:** Approval to the changes in the Faculty Constitution.

On a motion by Mr. Baesler, seconded by Mr. Huckleby the recommendation was approved.

#### **Item (IV)(a)(xv):**

##### **Lease of ISU Baseball Facilities**

The ISU Foundation has been in negotiations with a summer collegiate baseball league to form a team to play in Terre Haute. The University would like to lease its baseball facilities, including Bob Warn Field and the related parking lot, for a period of renovation to make certain improvements that will serve both the ISU team and collegiate summer league play, and then during summers for actual collegiate league play.

**Recommendation:** Approval of the leases presented.

On a motion by Mr. Carpenter, seconded by Mr. Pillow, the recommendation was approved.

#### **Item (IV)(a)(xvi):**

##### **Renewal of Contract with City of Terre Haute Transit Authority for Expanded Bus Service for ISU Students**

The University has worked with the City of Terre Haute in the past to expand city bus routes to serve ISU student needs. The prior contract with the City expires during the summer of 2009 and in preparation for the expiration of that agreement, the ISU Student Government Association has been very active to poll ISU students to determine transportation needs. Based on student feedback, ISU has negotiated with the City to alter routes so that they continue to best meet student needs. The City seeks a two year commitment at the rate of \$220,500 per year for the expanded service. This expanded service includes routes south to Honey Creek Mall, and expanded evening service from 6:00 p.m. to 11:00 p.m.

**Recommendation:** Approval of the substantive provisions indicated above and direct and approve the ISU Vice President for Business Affairs and Treasurer to negotiate and execute a contract with the City of Terre Haute that is reflective of these substantive terms.

On a motion by Mr. Huckleby, seconded by Mr. Pease, the recommendation was approved.

**Item (IV)(a)(xvii):  
Renewal of Barnes and Noble Contract**

The University's contract with Barnes and Noble expires this summer. Negotiations between the parties have been underway to renew the bookstore contract. The ISU Foundation has been in negotiations with a third party developer to provide retail and office space on the property at 22 North Fifth Street, where Barnes and Noble would like to open a collegiate store that would have broader offerings than the current bookstore on campus. To this end, the University and Barnes and Noble have reached agreement on certain substantive terms of an agreement that would have a term for 15 years. The new store will continue to sell caps and gowns, sundry items, provide custom publishing services for ISU, provide special book order services, allow charge sales for campus departments, allow campus discounts, and function as the official booklist repository for the University. Barnes and Noble will remit to the University a minimum of \$200,000 per year, 5 percent on gross sales up to \$4 million, 6 percent of gross sales of \$4 to \$7 million, and 8 percent of gross sales over \$7 million. The University will forego the first \$400,000 of payments to invest in the build out of the new facility. Barnes and Noble has committed up to \$1,350,000 to design, construct, equip, and install fixtures in the new bookstore.

**Recommendation:** Approval of the substantive provisions indicated above and direct and approve the ISU Vice President for Business Affairs and Treasurer to negotiate and execute a contract with Barnes and Noble that is reflective of these substantive terms.

On a motion by Mr. Carpenter, seconded by Mr. Baesler, the recommendation was approved.

# Item (IV)(b)(i)(1): University Investments

INDIANA STATE UNIVERSITY  
CURRENT OPERATING REVENUE SUMMARY  
Comparisons of Budget by Month and YTD  
As of May 2009

|  | For the Month of May |                   |                    |              | Year to Date                            |   |                         |  |
|--|----------------------|-------------------|--------------------|--------------|---|---|-------------------------|--|
|  | Revenue<br>5/31/08   | Budget<br>5/31/09 | Revenue<br>5/31/09 | Variance     | Accumulated<br>Budget<br>through May 09 | Accumulated<br>YTD Actual<br>through May 09 | Accumulated<br>Variance | Accumulated<br>Revenue<br>through May 08 |
| <u>Revenues</u>  |                      |                   |                    |              |   |   |                         |  |
| State of Indiana   |                      |                   |                    |              |   |   |                         |  |
| Operational  | \$ 6,262,455         | \$ 6,430,094      | \$ 6,301,491       | \$ (128,603) | \$ 70,731,036                           | \$ 70,088,028                               | \$ (643,008)            | \$ 68,887,005                            |
| Fee Replacement  | \$ -                 | \$ -              | \$ -               | \$ -         | \$ 9,134,603                            | \$ 9,134,603                                | \$ -                    | \$ 9,465,482                             |
| DegreeLink   | \$ 45,122            | \$ 45,122         | \$ 45,122          | \$ -         | \$ 496,342                              | \$ 496,342                                  | \$ -                    | \$ 496,342                               |
| Gross Student Fees   | \$ 2,896,795         | \$ 2,859,847      | \$ 2,849,100       | \$ (10,747)  | \$ 50,742,453                           | \$ 51,831,739                               | \$ 1,089,286            | \$ 47,613,619                            |
| Enrollment Reserve   | \$ -                 | \$ -              | \$ -               | \$ -         | \$ (350,000)                            | \$ -  | \$ 350,000 *            | \$ -                                     |
| Other Fees and Charges   | \$ 58,687            | \$ 37,189         | \$ 58,694          | \$ 21,505    | \$ 995,282                              | \$ 1,221,214                                | \$ 225,932              | \$ 1,248,976                             |
| Sales and Services   | \$ 35,967            | \$ 52,708         | \$ 175,843         | \$ 123,135   | \$ 753,122                              | \$ 745,063                                  | \$ (8,059)              | \$ 811,465                               |
| Rent, Interest, Dividends,<br>and Gifts                        | \$ 140,817           | \$ 140,083        | \$ 139,167         | \$ (916)     | \$ 1,540,913                            | \$ 1,538,058                                | \$ (2,855)              | \$ 1,539,391                             |
| Miscellaneous Income   | \$ 185,406           | \$ 131,066        | \$ 189,057         | \$ 57,991    | \$ 2,314,059                            | \$ 2,328,139                                | \$ 14,080               | \$ 2,173,219                             |
| Total Budgeted Revenue   | \$ 9,625,249         | \$ 9,696,109      | \$ 9,758,474       | \$ 62,365    | \$ 136,357,810                          | \$ 137,383,186                              | \$ 1,025,376            | \$ 132,235,499                           |
| Encumbrances and Carryforward                                  | \$ 9,517,223         | \$ 10,539,964     | \$ 10,539,964      | \$ -         | \$ 10,539,964                           | \$ 10,539,964                               | \$ -                    | \$ 9,517,223                             |
| Reimbursements and Income Reappropriated<br>From Other Sources | \$ 331,054           | \$ 351,580        | \$ 351,580         | \$ -         | \$ 8,699,362                            | \$ 8,699,362                                | \$ -                    | \$ 9,496,176                             |
| Total Revenues   | \$ 19,473,526        | \$ 20,587,653     | \$ 20,650,018      | \$ 62,365    | \$ 155,597,136                          | \$ 156,622,512                              | \$ 1,025,376            | \$ 151,248,898                           |

\*The \$350,000 Enrollment Reserve is used to cover tuition shortfalls

INDIANA STATE UNIVERSITY  
CURRENT OPERATING EXPENSE SUMMARY  
Comparisons of Budget by Month and YTD  
As of May 2009

|   | For the Month of May               |                  |                                    |              | Year to Date                            |  |                         |  |  |
|---|------------------------------------|------------------|------------------------------------|--------------|---|--|-------------------------|--|--|
|   | Expense<br>May-08<br>(incl commit) | Budget<br>May-09 | Expense<br>May-09<br>(incl commit) | Variance     | Accumulated<br>Budget<br>through May 09 | Accumulated<br>YTD Actual<br>through May 09<br>(incl commit) | Accumulated<br>Variance | Accumulated<br>YTD Actual<br>through May 08<br>(incl commit) |  |
| Salaries and Wages                      | \$ 5,417,577                       | \$ 6,397,465     | \$ 6,095,570                       | \$ 301,895   | \$ 70,545,778                           | \$ 67,588,937  | \$ 2,956,841            | \$ 59,855,245  |  |
| Fringe Benefits                         | \$ 2,273,730                       | \$ 2,453,031     | \$ 2,422,627                       | \$ 30,404    | \$ 26,619,424                           | \$ 24,718,374  | \$ 1,901,050            | \$ 23,942,786  |  |
| Student Wages                           | \$ 334,511                         | \$ 349,194       | \$ 387,912                         | \$ (38,718)  | \$ 2,908,326                            | \$ 2,885,901   | \$ 22,425               | \$ 2,768,526   |  |
| Utilities                               | \$ 744,871                         | \$ 1,048,354     | \$ 1,009,562                       | \$ 38,792    | \$ 8,595,840                            | \$ 7,533,991   | \$ 1,061,849            | \$ 6,920,197   |  |
| Training, Representation,<br>and Travel | \$ 582,450                         | \$ 538,631       | \$ 406,788                         | \$ 131,843   | \$ 1,406,544                            | \$ 1,326,677   | \$ 79,867               | \$ 1,433,979   |  |
| Student Aid                             | \$ 260,208                         | \$ 279,085       | \$ 271,427                         | \$ 7,658     | \$ 12,033,480                           | \$ 12,685,695  | \$ (652,215)            | \$ 11,743,259  |  |
| Bond and Interest                       | \$ -                               | \$ -             | \$ -                               | \$ -         | \$ 553,820                              | \$ 495,849   | \$ 57,971               | \$ 532,643   |  |
| Supplies and Expense                    | \$ 2,274,800                       | \$ 2,510,029     | \$ 2,614,668                       | \$ (104,639) | \$ 17,063,574                           | \$ 17,191,981  | \$ (128,407)            | \$ 15,619,464  |  |
| Repairs and Maintenance                 | \$ 792,169                         | \$ 1,091,972     | \$ 1,182,356                       | \$ (90,384)  | \$ 2,975,643                            | \$ 3,417,519   | \$ (441,876)            | \$ 3,033,525   |  |
| Capital Equipment                       | \$ 857,965                         | \$ 812,222       | \$ 1,097,030                       | \$ (284,808) | \$ 4,791,047                            | \$ 4,512,344   | \$ 278,703              | \$ 4,848,262   |  |
| Total Expenditures                      | \$ 13,538,281                      | \$ 15,479,983    | \$ 15,487,940                      | \$ (7,957)   | \$ 147,493,476                          | \$ 142,357,268   | \$ 5,136,208            | \$ 130,697,886   |  |

## Revenues

### State of Indiana-Operational

State appropriation shows a negative \$128,603 variance for May and an accumulative \$643,008 negative balance, as Indiana announced a 1% budget reduction beginning in January. The total amount of reduction for the year is \$771,612.

### Student Fees

The May monthly activity shows a \$10,747 unfavorable variance and year-to-date fees are above budget by \$1,089,286. This is a result of Fall fees being above budget by \$701,803, Summer II, Spring, and Summer I also showing favorable variances of \$152,827, \$229,426, and \$43,417, while prior year adjustments are negative \$38,214.

### Other Fees and Charges

Other Fees and Charges have a favorable variance of \$21,505 for May and an accumulated positive variance of \$225,932. The Corrections Educational Program, college challenge, deferment fees, collection fees, admission fees, and change of course fees are above budget, while correspondence fees are below budget.

### Sales and Services

Sales and Services show a favorable variance of \$123,135 for May and a negative year-to-date variance of \$8,059. Transcript fees and library fines are above budget, while Facilities Management work orders, and parking violations are below budget.

### Rent, Interest, Dividends & Gifts

Rent and Interest have a \$916 unfavorable variance for May and are below budget for the year by \$2,855.

#### Miscellaneous Income

Miscellaneous Income is above budget by \$57,991 for May and shows a positive year-to-date variance of \$14,080. Other miscellaneous income is above budget, while indirect cost recovery is below budget.

#### **Expenses**

##### Salaries and Wages

Salaries and Wages have a favorable variance of \$301,895 for May and an accumulated \$2,956,841 positive variance, largely due to savings in administrative salaries.

##### Fringe Benefits

Fringe Benefits show a favorable variance of \$30,404 for May and a year-to-date positive variance of \$1,901,050. This is due to savings in TIAA, life insurance, PERF, and retired TIAA contributions, while medical and retired medical are over budget.

##### Student Wages

Student Wages have a \$38,718 unfavorable variance for May and a \$22,425 year-to-date positive variance. Expenditures are up \$117,375 from last year's level due to the minimum wage increase.

##### Utilities

Utilities show a \$38,792 favorable variance for May and an accumulative positive variance of \$1,061,849. Electrical savings of \$378,576 and natural gas savings of \$714,745 were the two largest components of the savings.

##### Training, Representation, and Travel

Training, Representation, and Travel has a positive variance of \$131,843 for May and an accumulated unfavorable variance of \$79,867, as departments are expending carry-forward budgets.

##### Student Aid

Student Institutional Aid shows a positive variance of \$7,658 for May, while the year-to-date total shows a \$652,215 unfavorable variance. Expenditures for institutional aid are above last year's total by \$942,436. The University will receive approximately \$425,000 from the ISU Foundation in June 09 for the President's Academic Excellence scholarship and the spring portion of the President's scholar program that is not reflected in these numbers.

##### Supplies and Expenses

Supplies and Expenses have a \$104,639 negative variance for May and an accumulated \$128,407 year-to-date unfavorable variance. This represents carry forward budget from 2007-08 being spent in 2008-09.

##### Repairs and Maintenance

Repairs and Maintenance show a negative variance of \$90,384 for May and an accumulated unfavorable variance of \$441,876. The accumulated unfavorable variance is attributable to carry forward budgets of \$333,047 from 2008 being spent in 2009.

Capital Equipment

Capital Equipment shows a \$284,808 negative variance for May and a year-to-date favorable variance of \$278,703.

**Item (IV)(b)(i)(2):  
Purchasing Report**

**Purchases Over \$25,000.00**

**Lowest Bid To Meet Specifications**

|                                 |          |                                    |              |
|---------------------------------|----------|------------------------------------|--------------|
| Continental Office Environments | P0064949 | Furniture for College of Education | \$25,620.44  |
| Alto.US Inc                     | P0065475 | Furniture for College of Education | \$27,631.02  |
| Sauder Manufacturing Company    | P0065060 | Furniture for College of Education | \$29,458.00  |
| Staples Business Advantage      | P0064950 | Furniture for College of Education | \$35,124.58  |
| R E Anderson and Associates Inc | P0064947 | Furniture for College of Education | \$73,257.05  |
| RJE Business Interiors          | P0064952 | Furniture for College of Education | \$349,467.78 |

**Sole Source Direct From Source**

|                |          |   |             |
|----------------|----------|---|-------------|
| IndyVisionTV   | P0065059 | Advertising Indianapolis Airport        | \$30,000.00 |
| Illuminate USA | P0065003 | Illuminate Learning Suite Software, OIT | \$51,750.00 |

**One Bid Received, Six Bids Solicited**

|                              |          |   |             |
|------------------------------|----------|---|-------------|
| Wabash Valley Asphalt Co LLC | P0065352 | Curb, Crosswalk, and Marker Painting      | \$39,380.00 |
| Wabash Valley Asphalt Co LLC | P0065351 | Seal Coating and Striping of Parking Lots | \$40,535.00 |

## Item (IV) (b) (i) (3): Vendors Report

The following vendors have accumulated purchases from the University for the time period July 1, 2008, through May 31, 2009, (Fiscal Year) in excess of \$250,000:

### Vendors with Purchases Exceeding \$250,000

#### April 1, 2009 through May 31, 2009

|                              |            |   |
|------------------------------|------------|---|
| First Bank of Highland Park  | \$ 258,900 | Lease Payments for Faculty Laptop Computers                                 |
| Applied Engineering Services | \$ 270,288 | Satellite Chilled Water Plant Project                                       |
| CDI Inc                      | \$ 294,509 | 7th Street Gateway Entrance   |
| Ivy Tech                     | \$ 329,193 | Indiana College Network Costs, College Cooperative Southeast Host Agreement |
| Network Solutions Inc        | \$ 405,315 | Network Equipment   |

### Previously Reported Vendors with Purchases

#### Exceeding \$250,000

|   |               |   |
|---|---------------|---|
| Factory Mutual Insurance Company          | \$ 284,112    | Property Insurance Renewal  |
| Manpower Incorporated                     | \$ 287,939    | Temporary Employee Service Payments   |
| City of Terre Haute                       | \$ 290,701    | ISU Bus Service and Emergency Medical Services  |
| Neff Construction Inc                     | \$ 298,252    | General Construction  |
| GE Capital Information Technology Solutic | \$ 310,335    | Campus Copier Lease Payments  |
| Ikon Office Solutions - IMS - 12845       | \$ 330,709    | Copier Copy Charges and Resource Center Job Tickets   |
| AT&T Global Services Inc                  | \$ 357,717    | Telephone and Communications Equipment and Supplies   |
| David R Snapp and Associates Inc          | \$ 389,780    | Architectural Fees for Sandison Hall Renovation   |
| Transformations Furniture                 | \$ 394,722    | Hulman Center and Lincoln Quad Furniture  |
| US Postmaster                             | \$ 398,492    | Postage Purchases   |
| Wabash Valley Asphalt Co LLC              | \$ 399,251    | Parking Lot 14 Paving, Patching Tennis Courts, and Oakley Place Lighting                        |
| Woodburn Graphics Inc                     | \$ 400,676    | University Printing Expenses  |
| Schmidt Associates Inc                    | \$ 412,589    | University Hall, Federal Building, and Hulman Center Architectural Fees                         |
| Educational Marketing Group Inc           | \$ 448,362    | Media Buying Contract   |
| Hewlett-Packard Company                   | \$ 459,350    | Main Frame Computer Equipment   |
| ST Construction Inc                       | \$ 481,443    | Parking Lot 20 Paving and Lighting  |
| Incorp Incorporated                       | \$ 519,037    | Abatement - Hulman Center - Phase I   |
| Staples Business Advantage                | \$ 536,819    | Office Supplies Contract Purchases  |
| Otis Elevator                             | \$ 544,221    | Modernizing Normal Hall Elevator, University Elevator Upgrade, Maintenance and Repairs          |
| Earl Rodgers and Associates               | \$ 554,503    | Rhoads Hall Lounge & Mezzanine Remodel, Condit Kitchen Area Renovation, and Tirey Stairs Repair |
| Vectren Energy Delivery                   | \$ 577,540    | Gas Utility Payments  |
| Forrest Sherer Inc                        | \$ 650,105    | Insurance Premiums  |
| Dell Marketing LP                         | \$ 690,467    | Computer Equipment, Software, and Supplies  |
| The Hartford Group Benefits Division      | \$ 704,499    | Long Term Disability Insurance  |
| I T Travel Agencies                       | \$ 712,268    | Travel Expenditures   |
| Ebsco Subscription Services               | \$ 742,809    | Library Subscription Service  |
| Indiana-American Water Company            | \$ 867,918    | Water and Sewage Utility Payments   |
| Delta Dental Plan of Indiana              | \$ 884,445    | Dental Payment Reimbursements   |
| Lenovo Inc                                | \$ 895,053    | Laptop Computers  |
| C H Garmong and Son Inc                   | \$ 1,033,468  | Hulman Memorial Student Union Commuter Lounge and Hulman Center Renovations                     |
| Indiana Department of Corrections         | \$ 1,548,864  | Delivery of Academic Courses  |
| Harrah Plumbing and Heating Co            | \$ 1,670,600  | Student Recreation Center - Mechanical  |
| Public Employees Retirement Fund          | \$ 1,763,958  | Employee Retirement Payments  |
| B & S Plumbing & Heating Inc              | \$ 1,786,984  | University Hall Mechanical and Student Services Center Renovation                               |
| NRK Inc                                   | \$ 1,829,313  | University Hall Renovation - Electrical   |
| First Financial Bank                      | \$ 1,870,000  | VEBA Contributions  |
| Energy USA-TPC                            | \$ 1,922,028  | Natural Gas Contract Purchases  |
| Crown Electric Inc                        | \$ 1,968,159  | Student Recreation Center - Electrical  |
| Anthem Blue Cross and Blue Shield         | \$ 3,674,513  | Prescription Drug Coverage  |
| Duke Energy                               | \$ 4,009,377  | Electricity Utility Payments  |
| Hannig Construction Inc                   | \$ 5,414,817  | Student Recreation Center Construction - General  |
| Weddle Brothers Construction Co Inc       | \$ 6,195,312  | University Hall Renovation - General  |
| Sodexo Inc and Affiliates                 | \$ 8,205,049  | Dining and Catering Services  |
| Principal Life Insurance Company          | \$ 13,778,054 | Medical Claim Payments  |



## Item (IV)(b)(ii)(1): Personnel Items Faculty

### FACULTY

#### Appointments

(Effective August 1, 2009, unless otherwise indicated)

Dong-Joong Kim; Assistant Professor of Mathematics Education, Department of Mathematics and Computer Science; Ph.D., Michigan State University; salary \$52,000 per academic year.

Nancy Cobb Lippens; Professor of Music, with tenure, and Chairperson, Department of Music; D.M.A., University of Oklahoma; salary \$90,000 per academic year.

Robyn A. Osborn; Assistant Professor of Food and Nutrition, Department of Family and Consumer Sciences; Ph.D., Indiana University; salary \$53,500 per academic year.

A. Mehran Shahhosseini; Assistant Professor of Mechanical Engineering Technology, Department of Electronics, Computer, and Mechanical Engineering Technology; D. Eng., Lamar University; salary \$65,000 per academic year.

#### Special Purpose Faculty Appointments—2009-2010 Academic Year

(Effective August 1, 2009, unless otherwise indicated)

Joshua L. Mitchell; Instructor, Department of Political Science; M.P.A., Murray State University; salary \$35,500 per academic year.

Autumn Whitson; Instructor, Department of Athletic Training; first year of a three-year appointment; M.S., University of Tennessee; salary \$38,378 per academic year.

#### Temporary Part-time Faculty Appointments—2009 Spring Semester

(Effective January 1, 2009, unless otherwise indicated)

Joseph Houghtelin; Student Teacher Supervisor, Education Student Services; M.S. +30, Indiana State University; addition of .5 student for a total of 15.5 students; change in salary from \$10,500 to \$10,850.

Francis R. Saxman; Student Teacher Supervisor, Education Student Services; Ed.D., Ball State University; addition of one student for a total of nine students; change in salary from \$3,879 to \$4,015.

James Slutz; Professor Emeritus, Department of Music; M.A., Wichita State University; supervision of 2.1 students; salary \$2,069.

Temporary Part-time Faculty Appointments—2009 Fall Semester

(Effective August 1, 2009, unless otherwise indicated)

Farooq Al Tameemy; Lecturer III, Department of Elementary, Early, and Special Education; M.A., Indiana State University; nine hours; salary \$9,000.

Change of Status and/or Pay Rate

Stephen P. Aldrich; Department of Geography, Geology, and Anthropology; change in educational status to doctorate level; Ph.D., Michigan State University; \$1,200 degree completion increment to be added to the 2009-2010 academic year base; salary \$56,000 per academic year; effective August 1, 2009.

Ronald Troy Allen; Department of Aviation Technology; \$2,100 promotion adjustment for being promoted to associate professor; salary \$61,039 per academic year; effective August 1, 2009.

Alma Mary Anderson; Professor of Art, Department of Art; addition of \$250 to the 2008-2009 academic year base for duties as Secretary of the University Faculty Senate during 2008-2009; salary \$67,662 per academic year; effective August 1, 2009.

Bradley V. Balch; Department of Educational Leadership, Administration, and Foundations; \$3,000 promotion adjustment for being promoted to full professor; salary \$136,256 per fiscal year; effective July 1, 2009.

Kathryn L. Bauserman; Department of Elementary, Early, and Special Education; \$2,100 promotion adjustment for being promoted to associate professor; salary \$53,100 per academic year; effective August 1, 2009.

Christopher L. Berchild; Department of Theater; \$2,100 promotion adjustment for being promoted to full professor plus a salary floor adjustment of \$3,438; salary \$52,763 per academic year; effective August 1, 2009.

Susan M. Berta; from Chairperson and Professor of Geography, Department of Geography, Geology, and Anthropology, to Professor of Geography, Department of Geography, Geology, and Anthropology; surrenders chairperson supplement of \$12,000 effective May 31, 2009; salary \$75,161 for the 2009-2010 academic year.

Cheryl Blevens; change in title only from Assistant Librarian and Head of Circulation to Assistant Librarian and Chairperson, Department of Circulation; effective July 1, 2009.

Kimberly Bodey; Department of Recreation and Sport Management; \$2,100 promotion adjustment for being promoted to associate professor plus a salary floor adjustment of \$1,241; salary \$52,763 per academic year; effective August 1, 2009.

Alden Cavanaugh; from Associate Professor of Art History, Department of Art, to Chairperson and Associate Professor of Art History, Department of Art; to receive a salary adjustment of \$5,236 to be added to the 2008-2009 academic year base; plus a chairperson supplement of \$8,000 for as long as she is chairperson; salary \$66,000 per academic year, prorated from the effective date of August 1, 2009.

Michael R. Chambers; Department of Political Science; \$3,000 promotion adjustment for being promoted to full professor; salary \$69,003 per academic year; effective August 1, 2009.

Denise E. Collins; Department of Educational Leadership, Administration, and Foundations; \$2,100 promotion adjustment for being promoted to associate professor; salary \$53,100 per academic year; effective August 1, 2009.

Brendan W. Corcoran; Department of English; \$2,100 promotion adjustment for being promoted to full professor plus a salary floor adjustment of \$4,537; salary \$52,763 per academic year; effective August 1, 2009.

Bassou El Mansour; Department of Technology Management; \$2,100 promotion adjustment for being promoted to associate professor; salary \$57,012 per academic year; effective August 1, 2009.

Arthur B. Feinsod; from Chairperson and Professor of Theater, Department of Theater to Professor of Theater, Department of Theater; salary unchanged at \$83,860 per academic year; effective July 2, 2009.

Richard W. Fitch; Department of Chemistry and Physics; \$2,100 promotion adjustment for being promoted to associate professor; salary \$54,268 per academic year; effective August 1, 2009.

Kurt A. Fowler; Department of Music; \$3,000 promotion adjustment for being promoted to full professor plus a salary floor adjustment of \$5,955; salary \$62,265 per academic year; effective August 1, 2009.

Rusty A. Gonser; provisional Department of Biology; \$2,100 promotion adjustment for being promoted to associate professor; salary \$52,894 per academic year; effective August 1, 2009.

Tim R. Gritten; change in title only from Assistant Librarian and Head of Library Systems to Assistant Librarian and Chairperson, Department of Library Systems effective July 1, 2009.

Arthur M. Halpern; Professor of Chemistry, Department of Chemistry and Physics; addition of \$250 to the 2008-2009 academic year base for duties as Vice Chairperson of the University Faculty Senate during 2008-2009; salary \$104,678 per academic year; effective August 1, 2009.

Kandace G. Hinton; Department of Educational Leadership, Administration, and Foundations; \$2,100 promotion adjustment for being promoted to associate professor plus a salary floor adjustment of \$1,241; salary \$52,763 per academic year; effective August 1, 2009.

Susan J. Kiger; from Interim Chairperson and Associate Professor, Department of Curriculum, Instruction, and Media Technology, to Chairperson and Associate Professor, Department of Curriculum, Instruction, and Media Technology; surrenders remainder of interim chairperson stipend effective March 31, 2009; to receive a salary adjustment of \$8,642 to be added to the 2008-2009 academic year base; plus a chairperson supplement of \$8,000 for as long as she is chairperson; salary \$70,000 per academic year, prorated from the effective date of April 1, 2009.

Brian T. Kilp; Department of Music; \$3,000 promotion adjustment for being promoted to full professor plus a salary floor adjustment of \$5,955; salary \$62,265 per academic year; effective August 1, 2009.

Cinda A. May; change in title only from Assistant Librarian and Head of University Digital and Archival Services to Assistant Librarian and Chairperson, Department of University Digital and Archival Services; effective July 1, 2009.

Marcia A. Miller; change in title only from Associate Dean for Academics, College of Nursing, Health, and Human Services, and Associate Professor of Nursing, Department of Advanced Practice, to Associate Dean for Academics, College of Nursing, Health, and Human Services, Executive Director of Nursing Programs, and Associate Professor of Nursing, Department of Advanced Practice, effective April 1, 2009.

William Mitchell; provisional Department of Biology; \$2,100 promotion adjustment for being promoted to associate professor plus a salary floor adjustment of \$1,241; salary \$52,763 per academic year; effective August 1, 2009.

Virgil Sheets; Professor of Psychology and Chairperson, Department of Psychology; addition of \$500 to the 2008-2009 academic year base for duties as Chairperson of the University Faculty Senate during 2008-2009; salary \$86,552 per academic year; effective August 1, 2009.

Steven W. Smidley; from Interim Chairperson and Assistant Professor of Recreation and Sport Management, Department of Recreation and Sport Management, to Chairperson and Assistant Professor, Department of Recreation and Sport Management; surrenders remainder of interim chairperson stipend, effective April 30, 2009; to receive a salary adjustment of \$5,000 to be added to the 2008-2009 academic year base; plus a chairperson supplement of \$8,000 for as long as he is chairperson; salary \$69,897 per academic year, prorated from the effective date of May 1, 2009.

Elaina M. Tuttle; Associate Professor of Life Sciences, provisional Department of Biology; stipend of \$1,000 for duties as chairperson of the Institutional Animal Care and Use Committee; for the spring semester of the 2008-2009 academic year.

David E. Vancil; change in title only from Librarian and Head of Special Collections to Librarian and Chairperson, Department of Special Collections; effective July 1, 2009.

Qihao Weng; Department of Geography, Geology, and Anthropology; \$3,000 promotion adjustment for being promoted to full professor plus a salary floor adjustment of \$3,512; salary \$62,265 per academic year; effective August 1, 2009.

Margaret E. Whitaker; Department of Elementary, Early, and Special Education; \$3,000 promotion adjustment for being promoted to full professor plus a salary floor adjustment of \$1,619; salary \$62,265 per academic year; effective August 1, 2009.

#### Resignations

Charles J. Amlaner; Professor of Biology, provisional Department of Biology; effective June 30, 2009.

Nicholas D.W. Farha; Assistant Professor of Electronics and Computer Technology, Department of Electronics, Computer, and Mechanical Engineering Technology; effective July 31, 2009.

### **Item (IV)(b)(ii)(2): Personnel Items Support and Administrative Staff**

#### **SUPPORT STAFF**

##### Appointments

Erin Harmon; Library Associate II, Cunningham Memorial Library; \$10.75/hr; effective June 1, 2009.

Christopher McKillop; Public Safety Officer, Public Safety; \$16.41/hr; effective July 6, 2009.

Jayne Payne; Administrative Assistant I, Curriculum Instruction and Media Technology; \$10.35/hr; effective June 8, 2009.

##### Resignations

Jon Beal; Plumbing Crew Leader, Facilities Management; effective June 12, 2009.

Jennifer Brewer; Admissions Specialist, Admission and High School Relations; effective June 18, 2009.

LaShundra Burks; Account Analyst, Assistant Treasurer University Bursar; effective June 19, 2009.

Lauren Carlisle; Academic Services Assistant, Department of Social Work; effective May 2, 2009.

Carrol Hargis; Worker's Compensation & Space Utilization Coordinator, VP Business Affairs and Treasurer; effective June 26, 2009.

Daniel Moulton; Event Conversation Assistant, Hulman Center; effective May 12, 2009.

##### Terminations

Peggy Murdock; Custodial Worker, Facilities Management; effective April 27, 2009.

### **Retirements**

Albert Clark; Maintenance Mechanic III, Central Housing; effective June 26, 2009.

Douglas Fell; Electrician, Facilities Management; effective July 17, 2009.

### **Change in Status and/or Pay Rate**

#### **Promotion**

Lauraly DuBois; from Administrative Assistant I, Center for Business Support & Economic Innovation; \$12.42/hr to monthly position; effective June 15, 2009.

Rodney Norris; from Custodial Worker II, Facilities Management; \$10.01/hr to Custodial Worker III, Facilities Management; \$11.01/hr; effective June 15, 2009.

#### **Transfers**

Stacey Greene; from Office Assistant II, Athletics Administration; \$9.75/hr to Office Assistant II, Athletics Football; \$9.75/hr; effective June 8, 2009.

Julie Snyder; from Student Support Specialist, Registrars Office; \$11.13/hr to Academic Services Assistant, Social Work; \$10.02/hr; effective June 8, 2009.

#### **Reclassification**

Laura Goodrich; Administrative Assistant I, Admissions and High School Relations; \$17.54/hr to Admissions Specialist, Admissions and High School Relations; \$17.54/hr; effective February 1, 2009.

Julia Lee; Administrative Assistant I, Admissions and High School Relations; \$16.05/hr to Student Support Specialist, Admissions and High School Relations; \$16.05/hr; effective February 1, 2009.

#### **Other**

Monty Atterson; skill assessment from Grounds Worker, Facilities Management; \$8.74/hr to Grounds Worker I, Facilities Management; \$8.94/hr; effective April 21, 2009.

Susan Clingerman; skill assessment from Custodial Worker I, Facilities Management; \$9.25/hr to Custodial Worker II, Facilities Management; \$9.60/hr; effective May 7, 2009.

Michael Myers; skill assessment from Custodial Worker I, Facilities Management; \$9.25/hr to Custodial Worker II, Facilities Management; \$9.60/hr; effective May 7, 2009.

## **ADMINISTRATIVE**

### **Appointments**

Linda Atkinson; Area Director, Residential Life; M.S., Indiana State University; 9 ½ month appointment beginning August 1, 2009; salary \$24,491.

Lauraly DuBois; Information Technology Analyst, Residential Life; B.S., Indiana State University; salary \$33,000 prorated from the effective date of June 15, 2009.

Kyana Jackson; Director, Psychology Clinic, Department of Psychology; Psy.D., Wright State University; salary \$50,000, prorated from the effective date of August 3, 2009.

Pamela Tabor; International Student Coordinator, International Affairs Center; B.A., Indiana State University; salary \$27,209 per fiscal year, prorated from the effective date of June 15, 2009.

### **Reappointments**

Adam Novotney; Program Assistant, Student Activities & Organizations; July 1, 2009 through June 30, 2010; salary \$32,000.

### **Change in Status and/or Pay Rate**

Elizabeth Nash Hine; from Interim Associate Dean and Librarian, Library Services, to Associate Dean and Librarian, Library Services; salary \$94,487 per fiscal year, prorated from the effective date of March 1, 2009.

C. Jack Maynard; Provost and Vice President for Academic Affairs; change in salary from \$178,053 to \$204,026 per fiscal year, prorated from the effective date of June 1, 2009.

Leah Nellis; Assistant Professor, Department of Communication Disorders, Counseling, School and Educational Psychology; stipend of \$19,200 for duties as Project Director for the CPSP Project and other administrative duties for the Blumberg Center; effective June 1, 2009, through August 31, 2009.

Adam Novotney; extension in temporary assignment as Program Assistant, Student Activities & Organizations through June 30, 2009, at same salary.

Jason M. Winkle; Assistant Professor of Physical Education, Department of Physical Education; stipend of \$11,994 for duties as Interim Director of the Correction Education Program for the appointment period of May 18, 2009, through August 19, 2009.

### **Resignations**

Sandra L. Brewer; Regional Parent Coordinator, 21<sup>st</sup> Century Scholars Program; effective July 31, 2009.

James W. Houston; Director, Correction Education Program; effective May 15, 2009.

Jennifer Kilian; Assistant Director Residential Life Student Development, Residential Life; effective June 26, 2009.

John C. Ozmun; Associate Dean for Student Affairs, College of Nursing, Health, and Human Services, and Professor of Physical Education, Department of Physical Education; effective August 31, 2009.

Kristina Uland; Assistant Director of Development, Grants, Networks; effective June 5, 2009.

Melissa A. Vandenberg; University Gallery Director, Department of Art; effective July 15, 2009.

Andrew Weyand; Hall Director, Residential Life; effective May 15, 2009.

### **Retirements**

Carl Thompson; Electronic Technician, Audio-Visual Services; effective May 28, 2009.

### **Emeriti**

Carl Thompson; Electronic Technician Emeritus, Audio-Visual Services; effective May 28, 2009.

## **ATHLETICS**

### **Appointments**

Michael Denbrock; Assistant Football Coach; B.A., Grand Valley State University; employment period January 01, 2009 through December 31, 2009; salary \$60,000 prorated from effective date of June 3, 2009.

Jesse Minter; Assistant Football Coach; B.S., College of Mount St. Joseph; employment period January 1, 2009, through December 31, 2009; salary \$35,000 prorated from effective date of May 18, 2009.

Jon Lucian Powell; Assistant Football Coach; M.S., University of Washington; employment period January 1, 2009 through December 31, 2009; salary \$30,000 prorated from effective date of May 1, 2009.

Brian Smiley; Part-Time Assistant Baseball Coach; employment period August 1, 2009 through May 31, 2020; salary \$18,000.

### **Change in Status and/or Pay Rate**

Martha Montano; Assistant Tennis Coach; contract extension for period June 1, 2009, through June 30, 2009, at same salary.

David Poinsett; Assistant Football Coach; new salary \$45,000 effective June 1, 2009.



Malik Tabet; Head Tennis Coach; stipend for extra duties extended for period June 1, 2009, through June 30, 2009, at same rate.

Troy Walters; Assistant Football Coach; new salary \$45,405 effective June 1, 2009.

### **Non-Reappointment**

Jonathan Smith, Assistant Volleyball Coach; effective May 31, 2009.

### **Resignations**

Robert Kyle Caskey; Assistant Football Coach; effective May 8, 2009

Vernon Croft; Head Women's Soccer Coach; effective May 31, 2009

Troy Johnson; Assistant Football Coach; effective June 1, 2009

Michael Williams; Assistant Director of Media Relations; effective May 29, 2009

## **Item (IV)(b)(iii): Grants and Contracts**

1. National Endowment For The Arts, Fund No. 548419, Proposal No. 08-134  
An agreement in the amount of \$10,000.00 has been received from the National Endowment for the Arts for the project entitled, "43<sup>rd</sup> Contemporary Music Festival," under the direction of Kurt Fowler, Music, for the period January 1, 2009 through December 31, 2009.
2. Mathematical Association of America, Fund No. 548428, Proposal No. 09-127  
An agreement in the amount of \$4,000.00 has been received from the Mathematical Association of America for the project entitled, "M2 for Girls (Mathematics and Mentoring for Girls)," under the direction of Elizabeth Brown, Math and Computer Science, for the period September 1, 2009 through May 31, 2010.
3. Sigma Xi, The Scientific Research Society, Fund No. 548430, Proposal No. 09-153  
An agreement in the amount of \$400.00 has been received from the Sigma Xi, The Scientific Research Society for the project entitled, "Choice, Copulation & Color: The Effect of Plumage on Alternative Strategies," under the direction of Nathan Rathbun, Department of Biology, for the period April 20, 2009 through December 20, 2009.
4. Sigma Xi, The Scientific Research Society, Fund No. 548431, Proposal No. 09-151  
An agreement in the amount of \$400.00 has been received from the Sigma Xi, The Scientific Research Society for the project entitled, "The Importance of Codependency: an Investigation into the Avian Host-Parasite Relationship," under the direction of Amanda Jamison, Department of Biology, for the period April 24, 2009 through April 1, 2010.

5. The Regents of the University of California, Fund No. 548432, Proposal No. 08-104  
A sub agreement under the National Institutes of Health in the amount of \$22,397.00 has been received from The Regents of the University of California for the project entitled, "Metabolic and Immunologic Effects of Meditation," under the direction of Jean Kristeller, Psychology, for the period September 30, 2008 through May 31, 2009.
6. The National Science Foundation, Fund No. 548433, Proposal No. 09-130  
Additional appropriations in the amount of \$15,000.00 has been received from the National Science Foundation for the project entitled, "Collaborative Research: Structure, Function and Evolution of Antigenic, Methane-Derived Carbonate Ecosystems," under the direction of Anthony Rathburn, Geography, Geology, and Anthropology, for the period October 1, 2008 through September 30, 2011.
7. Purdue University, Fund No. 548434, Proposal No. 08-102  
A sub agreement under the National Aeronautics and Space Administration in the amount of \$2,970.00 has been received from Purdue University for the project entitled, "Indiana Space Grant Consortium: A Novel Way for Teaching Global Environment Changes at IUPUI and ISU," under the direction of Jennifer Latimer, Geography, Geology, and Anthropology, for the period March 15, 2008 through March 14, 2009.
8. U.S. Department of Education, Fund No. 548442, Proposal No. 09-207  
An agreement in the amount of \$381,215.00 has been received from the U.S. Department of Education for the project entitled, "Upward Bound at Indiana State University 2010," under the direction of Kenneth Coleman, Upward Bound, for the period June 1, 2009 through May 31, 2010.
9. Indiana Academy of Science, Fund No. 548446, Proposal No. 09-138  
An agreement in the amount of \$1,388.00 has been received from the Indiana Academy of Science for the project entitled, "Evidence for Multiple Mechanisms of Segregation Distortion in the White-Throated Sparrow," under the direction of Marisa Korody, Department of Biology, for the period May 12, 2009 through May 11, 2010.
10. Indiana Academy of Science, Fund No. 548447, Proposal No. 09-142  
An agreement in the amount of \$1,905.00 has been received from the Indiana Academy of Science for the project entitled, "Ectoparasite of Bats in Indiana: Effects on Nocturnal Behavior and Roost Switching," under the direction of Nicholas Gikas, Department of Biology, for the period May 12, 2009 through May 11, 2010.
11. Indiana University, Fund No. 548450, Proposal No. 09-051  
A sub agreement under the Indiana Department of Child Services in the amount of \$205,855.00 has been received from Indiana University for the project entitled, "BSW and MSW Education Through the Indiana Child Welfare Education and Training Partnership," under the direction of Robyn Lugar, Department of Social Work, for the period July 1, 2009 through June 30, 2012.

12. Office of Faith-Based and Community Initiatives, Fund No. 548440, Proposal No. 09-164  
Additional appropriations in the amount of \$35,007.00 has been received from the Office of Faith-Based and Community Initiatives for the project entitled, "AmeriCorps State," under the direction of Nancy Rogers, Center for Public Service and Community Engagement, for the period September 1, 2008 through June 30, 2010.
13. Indiana Academy of Science, Fund No. 548448, Proposal No. 09-136  
An agreement in the amount of \$1,211.00 has been received from the Indiana Academy of Science for the project entitled, "The Effects of Enclosure Size on the Agonistic Behaviors of Two Species of Vole, *Microtus Pennsylvanicus* and *Microtus Ochrogaster*," under the direction of Jason Damm, Department of Biology, for the period May 12, 2009 through May 11, 2010.
14. Department of Health and Human Services, Fund No. 548449, Proposal No. 09-075  
An agreement in the amount of \$85,995.00 has been received from the Department of Health and Human Services for the project entitled, "Advanced Education Nursing Traineeships," under the direction of Esther Acree, Nursing, Health, and Human Services, for the period July 1, 2009 through June 30, 2010.
15. Indiana Commission for Higher Education, Fund No. 548404, Proposal No. 09-060  
An agreement in the amount of \$151,132.00 has been received from the Indiana Commission for Higher Education for the project entitled, "Reading with a Difference," under the direction of Lisa Cutter, Department of Elementary, Early, and Special Education, for the period January 1, 2009 through December 31, 2009.
16. National Science Foundation, Fund No. 548208, Proposal No. 09-109  
Additional appropriations in the amount of \$5,951.00 have been received from the National Science Foundation for the project entitled, "Collaborative Research: Toward a Spatially-Explicit Theory of Thermoregulatory Behavior," under the direction of Michael Angilletta, Biology, for the period September 1, 2006 through August 31, 2009.
17. Bureau of Land Management, Fund No. 548342, Proposal No. 09-198  
Additional appropriations in the amount of \$5,000.00 have been received from the Bureau of Land Management for the project entitled, "Bridger Antelope Trap Dendrochronology (Tree-Ring) Study," under the direction of James Speer, Geography, Geology, and Anthropology, for the period May 19, 2008 through August 31, 2009.

## Item (IV)(b)(iv): Internship Relationship

### 1. Nursing Internships

Agreements have been reached with the following agencies to provide internships for nursing students.

Clarian Health Partners, Inc., Indianapolis, IN  
Dearborn County Hospital, Lawrenceburg, IN  
DeKalb Medical, Decatur, GA  
Duke University Affiliated Physicians, Inc, Durham, NC  
(Evercare) United Healthcare Services, Inc., West Chester, OH  
(Gallup) Navajo Area Indian Health Service, Window Rock, AZ  
Portneuf Medical Center, Pocatello, ID  
Preble County General Health District, Eaton, OH  
Stevens Hospital, Edmonds, WA  
Vermillion County Health Department, Clinton, IN  
Vermillion County Health Department, Danville, IL  
Warren County Combined Health District, Lebanon, OH

### 2. Indiana University School of Medicine

The purpose of this agreement is to provide an operating agreement between the Trustees of Indiana University on behalf of the Indiana University School of Medicine and Indiana State University.

### 3. Union Hospital, Terre Haute, IN

The purpose of this agreement is to request consultation services from Union Hospital to develop a Physician Assistance Degree program.

### 4. Central DuPage Hospital, Winfield, IL

The purpose of this agreement is to provide internships in a hospital for students in the Communication Disorders Program.

### 5. Center for Business Support and Economic Innovation (CBSEI)

This is a lease agreement with Everstech for renting space in the CBSEI Incubator in the John T. Myers Technology Center building.

### 6. Community Theater of Terre Haute

The purpose of this agreement is for the Indiana State University Community Music Center to lease certain areas in Community Theatre to run three Summer Theater/Fine Arts Camps during June 2009.

7. University Speakers Series, 2009-2010

Agreements have been reached with the following agencies to provide speakers for the University Speakers Series.

Royce Carlton, Inc., New York (Mitch Albom to speak on October 19, 2009)  
Zazz Writing, Inc./Creative Artists Agency, Los Angeles, CA (Jeffrey Zaslow to speak on November 10, 2009).

8. Yamaha Through Thompson's Motorsport, Terre Haute, IN

The ISU/Indiana Department of Education are running a pilot program to include scooter riding in the rider education program. Yamaha is lending ISU the scooters to enable the program.

9. St. Anne Clinic, Terre Haute, IN

The purpose of this agreement is to provide athletic training clinical instructor agreements for students in the Department of Athletic Training.

10. Driver Education Internships

Agreements have been reached with the following to provide driver education internships for students in the Department of Health and Safety.

American Driving Academy, Kokomo, IN  
Indiana State University, Terre Haute, IN

11. Dr. Janice Loudon, Overland Park, Kansas

The purpose of this agreement is to provide consulting services from Dr. Loudon to develop a Physical Therapy Degree program.

12. Hoosier Girls State, Inc., Indianapolis, IN

This is a 4 year renewal contract (2009-2012) between Indiana State University and Hoosier Girls State, Inc. to provide facilities necessary for the operation of Hoosier Girls State.

**Item (IV)(c):  
Memorial Resolutions**

**IN MEMORIAM: William Ashbrook**

WHEREAS, William Ashbrook, Trustees Distinguished Professor Emeritus of Humanities, died on the thirty-first day of March, two thousand nine; and

WHEREAS, William Ashbrook had given loyal and devoted service to Indiana State University for twenty-one 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 dedicated 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.

**IN MEMORIAM: Dr. Benjamin Walker**

WHEREAS, Dr. Benjamin Walker, Professor Emeritus of Education, died on the twenty-first day of April, two thousand nine; and

WHEREAS, Dr. Benjamin Walker had given loyal and devoted service to Indiana State University for fifteen 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 dedicated 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.

**IN MEMORIAM: John Laska**

WHEREAS, John Laska, Professor Emeritus of Art, died on the twenty-first day of April, two thousand nine; and

WHEREAS, John Laska had given loyal and devoted service to Indiana State University for twenty-nine 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 dedicated 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.

**IN MEMORIAM: Howard Waltersdorf**

WHEREAS, Howard Waltersdorf, Assistant Professor Emeritus of English, died on the twenty-ninth day of April, two thousand nine; and

WHEREAS, Howard Waltersdorf had given loyal and devoted service to Indiana State University for thirty-five 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 dedicated 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.

**IN MEMORIAM: Dennis James Perry**

WHEREAS, Dennis James Perry, Associate Director of Admissions, died on the tenth day of May, two thousand nine; and

WHEREAS, Dennis James Perry had given loyal and devoted service to Indiana State University for twelve years and had gained the respect of students and colleagues who knew him;

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 dedicated 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.

**IN MEMORIAM: Robert L. Hollar**

WHEREAS, Robert L. Hollar, Professor Emeritus of Physical Education and Associate Dean in the School of HPER, died on the fifteenth day of May, two thousand nine; and

WHEREAS, Robert L. Hollar had given loyal and devoted service to Indiana State University for thirty-four 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 dedicated 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.

**IN MEMORIAM: Dr. Liang-Lin Hsiao**

WHEREAS, Dr. Liang-Lin Hsiao, Professor Emeritus of Economics, died on the twenty-first day of May, two thousand nine; and

WHEREAS, Dr. Liang-Lin Hsiao had given loyal and devoted service to Indiana State University for twenty-five 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 dedicated 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.

**IN MEMORIAM: Samatha Marzett**

WHEREAS, Samatha Marzett, Custodial Worker II in Facilities Management (support staff retired), died on the twenty-second day of May, two thousand nine; and

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



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 service which she 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 her family.

**IN MEMORIAM: Lois Brentlinger**

WHEREAS, Lois Brentlinger, Office Assistant II in Athletics (support staff retired), died on the thirty-first day of May, two thousand nine; and

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

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 service which she 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 her family.

**IN MEMORIAM: Dr. Arvin L. Workman**

WHEREAS, Dr. Arvin L. Workman, Professor Emeritus of Communications and Director of Television Services, died on the seventh day of June, two thousand nine; and

WHEREAS, Dr. Arvin L. Workman had given loyal and devoted service to Indiana State University for twenty-six 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 dedicated 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.

**IN MEMORIAM: Leslie Monk**

WHEREAS, Leslie Monk, Custodial Worker II in Family Housing (support staff retired), died on the eighteenth day of June, two thousand nine and;

WHEREAS, Leslie Monk had given loyal and devoted service to Indiana State University for seventeen 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 superior 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.

V . Old Business

None

VII. Adjournment

Mr. Alley adjourned the meeting at 3:50 p.m.



**Indiana State  
University**

***More. From day one.***

**Operating, Student Services, Auxiliary  
and Line-Item Budgets**

**Fiscal Year 2009-10**

**Prepared By  
University Budget Office  
July 10, 2009**

**INDIANA STATE UNIVERSITY**  
**2009-10 Budgets**

The Current Operating, Student Services, Auxiliary and Other Operating Units, and Line-Item summary budgets for 2009-10 are included in the following agenda exhibits. The key planning points related to each budget are described below:

**CURRENT OPERATING BUDGET**

**Revenues**

Revenue projected for the current operating budget in 2009-10 totals \$143,775,000, a .7% increase compared to the 2008-09 budget. The change in revenue comes primarily from a loss in state operating appropriation partly offset by the use of ARRA State Fiscal Stabilization (federal stimulus) dollars, a proposed general student fee increase for both resident and non-resident students, a \$100,000 increase in the transfer from Residential Life for utility costs and \$200,000 from the Student Recreation Center for utility costs associated with the opening of the Student Recreation Center facility.

The effective decrease in the operating appropriation from the 2008-09 level is -5.8% or \$4,468,353. A further reduction of -1.3% or \$906,529 will occur in the 2010-11 year. Over the 2009-11 biennium state funding for the University will be reduced by \$5,374,882. The State does allow for these reductions to be replaced with ARRA State Fiscal Stabilization funds. As this funding source consists of one-time federal stimulus dollars, only \$2,234,176 will be used for budgeted operating purposes in 2009-10, subject to guidelines set forth by the State Budget Director and review by the State Budget Committee. The need to utilize ARRA funds is caused by the front loading of the state appropriation reductions in the first year of the 2009-11 biennium. No ARRA funds will be used for base operating expenditures in 2010-11.

Budgeted tuition for 2009-10 assumes a stable undergraduate and graduate enrollment from the **actual** Fall 2008 enrollment level. The increase in net budgeted tuition is \$3,788,915 including a proposed increase of 3.9% in tuition and mandatory student fees (\$2,308,520), the offset of the decrease in the fee replacement appropriation (\$903,150), and adjustments to reflect actual projected enrollment patterns (\$577,245). Previously, the technology and transportation fees were considered mandatory fees separate from tuition but for the 2009-10 year and beyond are built in to the overall student tuition rate structure. The Student Recreation Center fee will remain as a separate fee. A \$350,000 enrollment contingency reserve is also included as a part of the revenue budget.

To meet the priorities and commitments reflected in the budget, reallocations (reductions) and revenue enhancements were required as a part of the 2009-10 budget planning process. A total of \$4,391,386 has been reallocated from 2008-09 base budgets to offset a reduction in state operating appropriation. Reallocations were equally proportioned for each operating unit as a percentage of the budget and are shown below:

| <b>Unit</b>                    | <b>Amount</b> |
|--------------------------------|---------------|
| Provost/Academic Affairs       | \$2,304,408   |
| Business Affairs               | \$511,367     |
| Student Affairs                | \$234,008     |
| Enrollment, Comm., & Marketing | \$174,967     |
| Office of the President        | \$145,600     |
| General University Activities  | \$1,021,036   |

A similar reallocation process is in place for the 2010-11 year resulting in an estimated \$4.3 million of additional budget reductions. Over the 2009-11 biennium, the University will internally reallocate approximately \$8.7 million to meet reductions in state funding and provide for strategic priorities.

The state maintained the same level of support as in the previous year for DegreeLink, a separate line item appropriation, of \$541,465. The appropriation and a portion of the related student fee income are accounted for in a separate cost center budget. The University serves as the fiscal agent for the South Central Indiana Education Association and the College Cooperative Southeast. Each program receives a separate line item appropriation and received no increase in state funding for the 2009-10 year. For the 2009-11 biennium the ISU Nursing Program allocation is funded as a separate line-item appropriation instead of an operating appropriation as in previous years.

## **Expenditures**

### **I. Compensation**

The 2009-10 operating budget contains a projected 3% increase for salary adjustments funded by University-wide internal reallocations. Over that past five years salary increases for Indiana State University employees have lagged behind those of Ball State, Purdue, and Indiana University. The cumulative salary increase for Indiana State University employees during the last five years is 9.5% versus, 15.75% for Ball State, 15.3% for Purdue, and 17.03% for Indiana University. Criteria for any salary adjustments will be determined once enrollment numbers are known for the Fall 2009 semester and an assessment of overall budgetary conditions has been made. Faculty promotions and degree adjustments of \$71,039 were funded by internal reallocations within Academic affairs.

A 10.0% increase in health insurance is included as a part of the 2009-10 budget. Health care claims are monitored monthly for trends that may impact future increases in health insurance rates. Fringe benefit budgets allocated to each division of the University have been realigned to more closely reflect actual expenditure patterns.

### **II. Departmental Supplies and Expense**

Adjustments to the supplies/expense budgets and repair/maintenance lines include only various reallocations within departments. No inflationary increases are projected. Student wage lines were increased by 3% to partially offset the impact of the third step in a three-step increase in the minimum wage passed by Congress in 2007. The third step is effective July 24, 2009. In

addition, University-wide utility budgets were increased by \$434,526 to provide for projected growth in utility expenses and increased utility costs associated with the opening of the Student Recreation Center. The purchase of long-term hedge contracts for natural gas has enabled the University to maintain some control over this aspect of the utility budget. As mentioned previously, Residential Life is contributing an additional \$100,000 and the new Student Recreation Center is contributing \$200,000. The remaining \$134,526 is being funded by budgeted revenues.

### **III. Student Aid**

The recommended student aid budget for 2009-10 totals \$10,912,377 (or 7.6% of the total current operating budget). The student aid budget consists of three components. The major portion (\$10,172,377) will be awarded as direct aid to students through a series of programs, such as Presidential Scholarships, Sycamore Scholarships, institutional fee remissions, and graduate fee remissions. The second portion (\$200,000) of the budget accounts for matching funds required for participation in federal student aid programs (FSEOG, Perkins Loan Program, and Upward Bound). The third portion (\$540,000) is set aside for need based aid.

An additional component of Student Aid is the laptop scholarship program for incoming freshman and transfer students with a minimum of a 3.0 G.P.A. Base funding of \$790,000 is being provided in a separate student aid allocation.

### **IV. Reserves**

A reserve pool of \$500,000 has been established as a part of the 2009-10 budget. The reserve is set aside to fund high priority strategic initiatives identified as a part of the strategic planning process to strengthen the University's position in key academic areas.

## **STUDENT SERVICES BUDGET**

The Student Service budget allocates a portion of student tuition to operating units within the Designated and Auxiliary fund groups that support student activities and programs. The total 2009-10 Student Service budget increased \$370,183 over the previous year. It is primarily used to offset increased operating costs for those units supported by the Student Services budget. The need for maintenance and repairs continues to be a significant priority for facilities funded (e.g., Hulman Center) through the Student Service budget.

## **AUXILIARY AND OTHER OPERATIONS**

Auxiliaries are operated as independent units supporting students and the University in various capacities. Residential Life, for example, is the largest University auxiliary unit. Each of the Auxiliary enterprises generates outside revenues to support the individual operating budget of each unit. The financial planning components for the Current Operating budget were also used in the preparation of the Auxiliary budgets.

## **DEGREELINK**

As stated earlier, the state maintained the same level of line-item appropriation support for the 2009-10 year as that appropriated for 2008-09. The total appropriation for 2009-10 is \$541,465.

In addition, fee income of \$395,973 from the 2008-09 fiscal year is included in the 2009-10 budget, the same amount as the previous year.

### **LINE-ITEM APPROPRIATIONS**

Other line-item appropriations received by the University include: South Central Indiana Education Association, the College Cooperative Southeast, and the ISU Nursing Program. As mentioned earlier, the state appropriation for the South Central Indiana Educational Association and College Cooperative Southeast did not increase for 2009-10 from the 2008-09 level. The University serves as the fiscal agent for each of these programs and is allowed overhead charges for the cost of administration. The state appropriation for the ISU Nursing Program was reduced from \$250,000 to \$240,000.





**INDIANA STATE UNIVERSITY**  
**Current Operating Summary Budget**

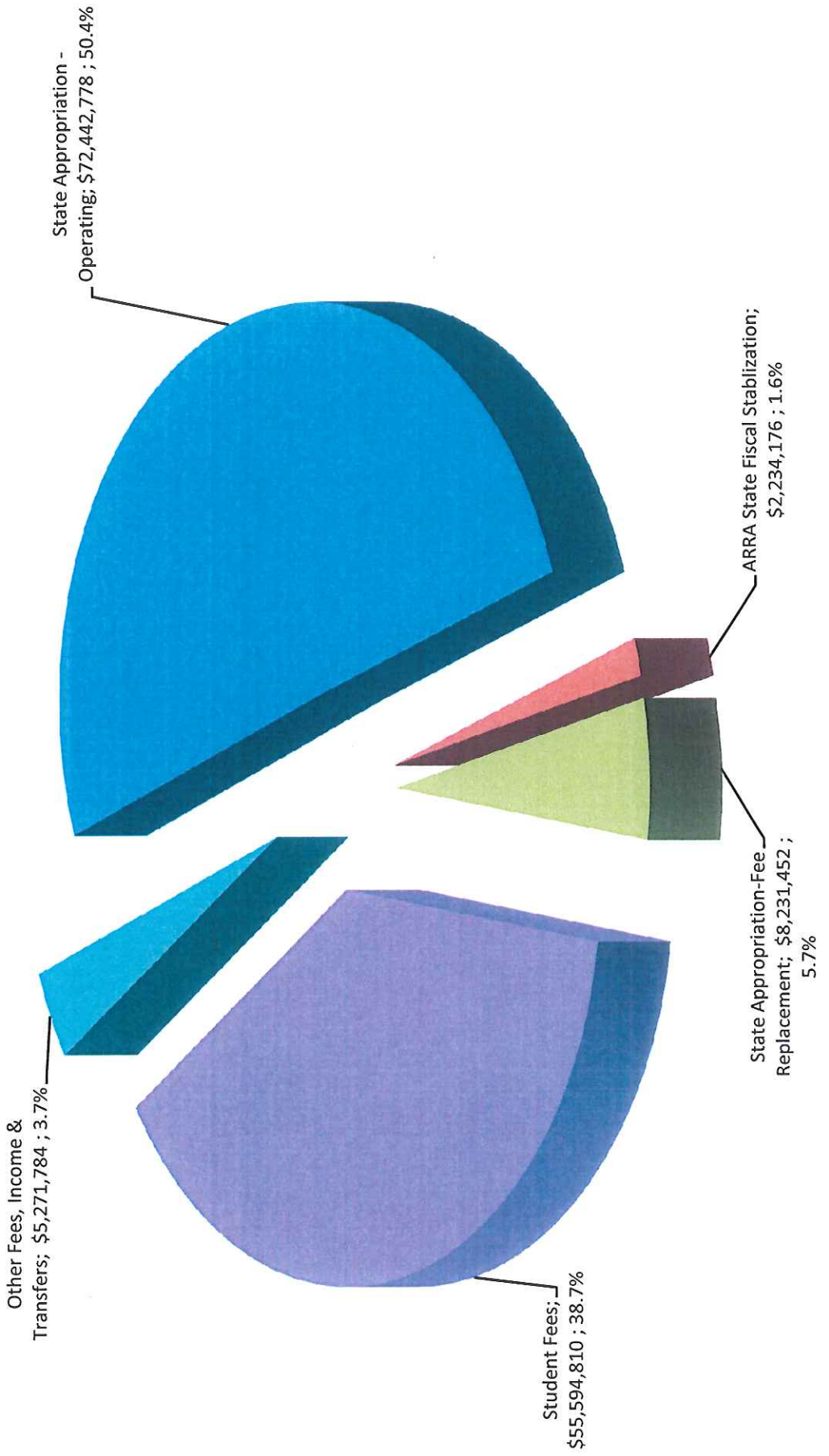
|                                    | 2008-09 Budget<br>As Approved by<br>Board of Trustees | Change             | Recommended<br>2009-10<br>Budget |
|------------------------------------|---|--------------------|----------------------------------|
| <b>Source of Funds</b>             |   |                    |                                  |
| Operating Appropriation            | \$76,911,131  | (\$4,468,353)      | \$72,442,778                     |
| Nursing Program **                 | \$250,000   | (250,000)          | \$0                              |
| ARRA State Fiscal Stabilization    | 0   | 2,234,176          | 2,234,176                        |
| Fee Replacement                    | 9,134,602   | (903,150)          | 8,231,452                        |
| Sub-Total State Appropriation      | 86,295,733  | (3,387,327)        | 82,908,406                       |
| Tuition and Other Student Fees *   | 52,155,895  | 3,788,915          | 55,944,810                       |
| Enrollment Contingency Reserve     | (350,000)   |                    | (350,000)                        |
| Sub-Total Net Student Fees         | 51,805,895  | 3,788,915          | 55,594,810                       |
| Other Fees, Income & Transfers     | 4,628,372   | 643,412            | 5,271,784                        |
| Total Source of Funds              | <u>\$142,730,000</u>                                  | <u>\$1,045,000</u> | <u>\$143,775,000</u>             |
| <b>Use of Funds</b>                |   |                    |                                  |
| <b>Compensation</b>                |   |                    |                                  |
| Salaries and Wages                 | \$72,211,496  | \$268,831          | \$72,480,327                     |
| Fringe Benefits                    | 28,395,358  | 379,595            | 28,774,953                       |
| Sub Total Compensation             | 100,606,854   | 648,426            | 101,255,280                      |
| <b>Departmental Expenses</b>       |   |                    |                                  |
| Supplies and Related Expenses      | 13,134,726  | (343,241)          | 12,791,485                       |
| Nursing Program **                 | 250,000   | (250,000)          | 0                                |
| Repairs and Maintenance            | 1,907,100   | (42,783)           | 1,864,317                        |
| Other Committed Expenses           | 1,035,348   | (25,000)           | 1,010,348                        |
| Technology Enhancements            | 869,983   |                    | 869,983                          |
| Sub Total Departmental Expenses    | 17,197,157  | (661,024)          | 16,536,133                       |
| Utilities and Related Expenses     | 9,381,054   | 434,526            | 9,815,580                        |
| <b>Equipment and Other Capital</b> |   |                    |                                  |
| Library Acquisitions               | 2,088,705   | (121,635)          | 1,967,070                        |
| Computer and Operating             |   |                    |                                  |
| Equipment                          | 1,973,560   | 25,000             | 1,998,560                        |
| Sub Total Equipment                | 4,062,265   | (96,635)           | 3,965,630                        |
| Student Aid                        | 10,492,670  | 419,707            | 10,912,377                       |
| Laptop Scholarship Program         | 790,000   |                    | 790,000                          |
| Reserve for Quality Enhancement    | 0   | 500,000            | 500,000                          |
| Reserve for Employee Awards        | 200,000   | (200,000)          | 0                                |
| Total Use of Funds                 | <u>\$142,730,000</u>                                  | <u>\$1,045,000</u> | <u>\$143,775,000</u>             |
| <b>Growth in Budget</b>            | 3.7%  |                    | 0.7%                             |

**Footnotes:**

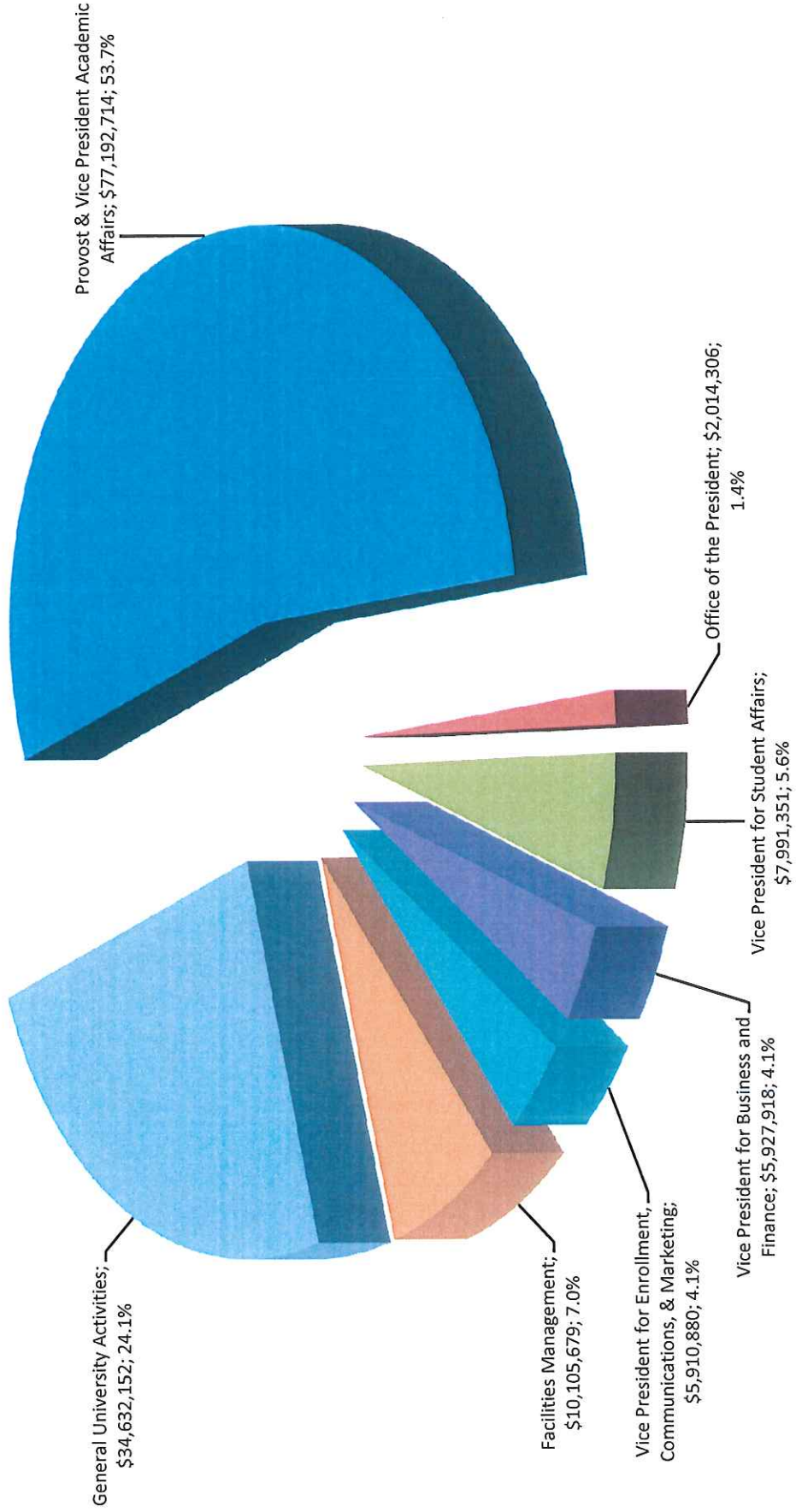
\* This figure is inclusive of a 3.9% increase in tuition and mandatory student fees, the offset of the decrease in fee replacement appropriation, and adjustments to reflect actual projected enrollment patterns.

\*\* Effective for 2009-10 the separate appropriation for the Nursing Program has been moved to a line-item appropriation budget.

**INDIANA STATE UNIVERISTY**  
**Current Operating Fiscal Year 2009-10**  
**Budgeted Revenues by Source - Current Operating**



**INDIANA STATE UNIVERSITY**  
**Current Operating Fiscal Year 2009-10**  
**Budgeted Expenditures By Unit - Current Operating**



**INDIANA STATE UNIVERSITY  
CURRENT OPERATING BUDGETED EXPENDITURES - BY UNIT**

|   | <u>2009-10</u>      | <u>% of</u>   | <u>2009-10</u>      | <u>% of</u>   |
|---|---------------------|---------------|---------------------|---------------|
|   | <u>Budget</u>       | <u>Budget</u> | <u>Budget</u>       | <u>Budget</u> |
| <b>Provost and Vice President Academic Affairs</b>                    |                     |               |                     |               |
| Salary and Wages  | \$50,962,209        |               | \$1,185,043         |               |
| Fringe Benefits   | 15,145,699          |               | 293,583             |               |
| Student Wages   | 1,458,518           |               | 26,712              |               |
| Supplies and Expenses   | 6,640,302           |               | 464,781             |               |
| Repair and Maintenance  | 287,537             |               | 10,660              |               |
| Capital   | 2,698,449           |               | 33,527              |               |
| <b>Total</b>  | <u>\$77,192,714</u> | <b>53.7%</b>  | <u>\$2,014,306</u>  | <b>1.4%</b>   |
| <b>Office of the President</b>  |                     |               |                     |               |
| Salary and Wages  |                     |               |                     |               |
| Fringe Benefits   |                     |               |                     |               |
| Student Wages   |                     |               |                     |               |
| Supplies and Expenses   |                     |               |                     |               |
| Repair and Maintenance  |                     |               |                     |               |
| Capital   |                     |               |                     |               |
| <b>Total Summary</b>  |                     |               |                     |               |
|   |                     |               |                     |               |
| <b>Vice President for Student Affairs</b>                             |                     |               |                     |               |
| Salary and Wages  | \$5,416,889         |               | \$3,056,307         |               |
| Fringe Benefits   | 1,626,363           |               | 1,030,045           |               |
| Student Wages   | 226,868             |               | 333,871             |               |
| Supplies and Expenses   | 615,220             |               | 1,443,024           |               |
| Repair and Maintenance  | 47,762              |               | 6,732               |               |
| Capital   | 58,249              |               | 40,901              |               |
| <b>Total</b>  | <u>\$7,991,351</u>  | <b>5.6%</b>   | <u>\$5,910,880</u>  | <b>4.1%</b>   |
| <b>Vice President for Enrollment, Communications, &amp; Marketing</b> |                     |               |                     |               |
| Salary and Wages  |                     |               |                     |               |
| Fringe Benefits   |                     |               |                     |               |
| Student Wages   |                     |               |                     |               |
| Supplies and Expenses   |                     |               |                     |               |
| Repair and Maintenance  |                     |               |                     |               |
| Capital   |                     |               |                     |               |
| <b>Total</b>  |                     |               |                     |               |
|   |                     |               |                     |               |
| <b>Vice President for Business and Finance</b>                        |                     |               |                     |               |
| Salary and Wages  | \$3,673,399         |               | \$5,594,084         |               |
| Fringe Benefits   | 1,293,044           |               | 2,131,985           |               |
| Student Wages   | 85,576              |               | 121,250             |               |
| Supplies and Expenses   | 474,415             |               | 780,817             |               |
| Repair and Maintenance  | 33,721              |               | 1,477,543           |               |
| Capital   | 367,763             |               |                     |               |
| <b>Total</b>  | <u>\$5,927,918</u>  | <b>4.1%</b>   | <u>\$10,105,679</u> | <b>7.0%</b>   |
| <b>Facilities Management</b>  |                     |               |                     |               |
| Salary and Wages  |                     |               |                     |               |
| Fringe Benefits   |                     |               |                     |               |
| Student Wages   |                     |               |                     |               |
| Supplies and Expenses   |                     |               |                     |               |
| Repair and Maintenance  |                     |               |                     |               |
| <b>Total</b>  |                     |               |                     |               |

|  | 2009-10<br>Budget   | % of<br>Budget |
|--|---------------------|----------------|
| <b>General University Activities</b>         |                     |                |
| Salary and Wages                             | \$332,120           |                |
| Fringe Benefits                              | 86,584              |                |
| Student Wages                                | 7,483               |                |
| Repair and Maintenance                       | 362                 |                |
| Retirement Fringe Benefits and Contributions | 7,167,648           |                |
| Supplies and Expenses                        | 2,372,926           |                |
| Technology Enhancements                      | 869,983             |                |
| Capital                                      | 766,741             |                |
| Other Committed Expenses                     | 1,010,348           |                |
| Utilities and Related Expenses               | 9,815,580           |                |
| Student Aid Program                          | 10,372,377          |                |
| Need-Based Student Aid                       | 540,000             |                |
| Laptop Scholarships                          | 790,000             |                |
| Reserve for Quality Enhancement              | 500,000             |                |
| <b>Total</b>                                 | <u>\$34,632,152</u> | 24.1%          |

General University Activities includes the Office of Alumni Affairs reporting to the Indiana State University Foundation.



**INDIANA STATE UNIVERSITY**  
**Student Services Budget**

|  | 2008-09 Budget<br>As Approved By<br>Board of Trustees | Change           | Recommended<br>2009-10<br>Budget |
|--|---|------------------|----------------------------------|
| <b>Source of Funds</b>                               |   |                  |                                  |
| Student Service Fee Allocation                       | \$9,442,087   | \$377,683        | \$9,819,770                      |
| Student Recreation Center Fee                        | 1,525,000   | (20,000)         | 1,505,000                        |
| Student Service Fee Waivers                          | 311,800   | 12,500           | 324,300                          |
| <b>Total Source of Funds</b>                         | <b>\$11,278,887</b>                                   | <b>\$370,183</b> | <b>\$11,649,070</b>              |
| <b>Use of Funds</b>                                  |   |                  |                                  |
| <b>Direct Allocations</b>                            |   |                  |                                  |
| Student Government                                   | \$72,500  | \$1,900          | \$74,400                         |
| Graduate Student Association                         | 3,000   |                  | 3,000                            |
| Afro-American Cultural Center                        | 13,300  |                  | 13,300                           |
| Sparkettes   | 22,770  |                  | 22,770                           |
| Cheerleaders   | 20,150  |                  | 20,150                           |
| Student Programming                                  | 100,000   | (10,000)         | 90,000                           |
| Auxiliary Facilities Bond Fund                       | 2,391,488   | (240,000)        | 2,151,488                        |
| Sub Total Direct Allocations                         | \$2,623,208   | (\$248,100)      | \$2,375,108                      |
| <b>Auxiliary Operations Supplemental Allocations</b> |   |                  |                                  |
| Identification Cards                                 | \$30,732  |                  | \$30,732                         |
| Hulman Memorial Student Union                        | 1,177,759   |                  | 1,177,759                        |
| Intercollegiate Athletics                            | 4,946,126   | \$338,287        | 5,284,413                        |
| Athletic Gender Equity                               | 19,500  | 262,000          | 281,500                          |
| Statesman Newspaper                                  | 108,000   |                  | 108,000                          |
| Hulman Center  | 668,824   |                  | 668,824                          |
| Student Recreation Center                            | 139,012   | (20,000)         | 119,012                          |
| Sub Total Supplemental Allocations                   | \$7,089,953   | \$580,287        | \$7,670,240                      |
| <b>Transfers, Reserves and Other</b>                 |   |                  |                                  |
| Facilities Project/Equipment Reserve                 | \$1,123,161   |                  | \$1,123,161                      |
| Facilities Repair Supplement                         | 0   | \$27,396         | \$27,396                         |
| Allocation for Class Activities                      | 3,365   |                  | 3,365                            |
| ID Equipment Maintenance                             | 10,000  |                  | 10,000                           |
| Bond Trustee Fees                                    | 1,900   | (1,900)          | 0                                |
| Allowance for Doubtful Accounts                      | 115,500   |                  | 115,500                          |
| Student Service Fee Waivers                          | 311,800   | 12,500           | 324,300                          |
| Sub Total Transfers, Reserves & Other                | \$1,565,726   | \$37,996         | \$1,603,722                      |
| Total of All Allocations                             | <b>\$11,278,887</b>                                   | <b>\$370,183</b> | <b>\$11,649,070</b>              |
| <b>Non-Budget and Contingent Items</b>               |   |                  |                                  |
| <b>Total Use of Funds</b>                            | <b>\$11,278,887</b>                                   | <b>\$370,183</b> | <b>\$11,649,070</b>              |

### STUDENT SERVICES DIRECT ALLOCATIONS

|                                       | 2008-09 Budget<br>As Approved By<br>Board of Trustees | Change             | Recommended<br>2009-10<br>Budget |
|---------------------------------------|---|--------------------|----------------------------------|
| <b>Student Government</b>             |   |                    |                                  |
| Compensation                          | \$40,281  | (\$1,051)          | \$39,230                         |
| Supplies and Expense                  | 32,019  | 3,151              | 35,170                           |
| Repairs and Maintenance               | 200   | (200)              | 0                                |
| Capital                               | 0   |                    | 0                                |
| Total                                 | <u>\$72,500</u>                                       | <u>\$1,900</u>     | <u>\$74,400</u>                  |
| <b>Graduate Student Association</b>   |   |                    |                                  |
| Compensation                          | \$0   |                    | \$0                              |
| Supplies and Expense                  | 3,000   |                    | 3,000                            |
| Repairs and Maintenance               | 0   |                    | 0                                |
| Total                                 | <u>\$3,000</u>  | <u>\$0</u>         | <u>\$3,000</u>                   |
| <b>Afro-American Cultural Center</b>  |   |                    |                                  |
| Compensation                          | \$0   |                    | \$0                              |
| Supplies and Expense                  | 13,300  |                    | 13,300                           |
| Repairs and Maintenance               | 0   |                    | 0                                |
| Total                                 | <u>\$13,300</u>                                       | <u>\$0</u>         | <u>\$13,300</u>                  |
| <b>Sparkettes</b>                     |   |                    |                                  |
| Compensation                          | \$11,855  |                    | \$11,855                         |
| Supplies and Expense                  | 10,915  |                    | 10,915                           |
| Repairs and Maintenance               | 0   |                    | 0                                |
| Total                                 | <u>\$22,770</u>                                       | <u>\$0</u>         | <u>\$22,770</u>                  |
| <b>Cheerleaders</b>                   |   |                    |                                  |
| Compensation                          | \$8,238   | \$6,472            | \$14,710                         |
| Supplies and Expense                  | 11,912  | (6,472)            | 5,440                            |
| Repairs and Maintenance               | 0   |                    | 0                                |
| Total                                 | <u>\$20,150</u>                                       | <u>\$0</u>         | <u>\$20,150</u>                  |
| <b>Student Programming</b>            |   |                    |                                  |
| Compensation                          | \$0   |                    | \$0                              |
| Supplies and Expense                  | 100,000   | (\$10,000)         | 90,000                           |
| Repairs and Maintenance               | 0   |                    | 0                                |
| Total                                 | <u>\$100,000</u>                                      | <u>(\$10,000)</u>  | <u>\$90,000</u>                  |
| <b>Auxiliary Facilities Bond Fund</b> |   |                    |                                  |
| Student Service Fee Allocation        | \$985,500   | (\$240,000)        | \$745,500                        |
| Student Recreation Center Fee         | 1,405,988   |                    | 1,405,988                        |
| Total Source of Funds                 | <u>\$2,391,488</u>                                    | <u>(\$240,000)</u> | <u>\$2,151,488</u>               |
| <b>Debt Service</b>                   |   |                    |                                  |
| Physical Education Building           | \$240,000   | (\$240,000)        | \$0                              |
| Hulman Memorial Student Union         | 745,500   |                    | 745,500                          |
| Student Recreation Center             | 1,405,988   |                    | 1,405,988                        |
| Total Debt Service                    | <u>\$2,391,488</u>                                    | <u>(\$240,000)</u> | <u>\$2,151,488</u>               |





**INDIANA STATE UNIVERSITY  
AUXILIARY AND OTHER OPERATIONS**

|                             | 2008-09 Budget<br>As Approved by<br>Board of Trustees | Change             | Recommended<br>2009-10<br>Budget |
|-----------------------------|---|--------------------|----------------------------------|
| <b>SUMMARY TOTALS</b>       |   |                    |                                  |
| <b>SUMMARY INCOME</b>       | <u>\$36,944,013</u>                                   | <u>\$1,976,709</u> | <u>\$38,920,722</u>              |
| <b>SUMMARY EXPENDITURES</b> |   |                    |                                  |
| Compensation                | \$13,978,096  | \$593,697          | \$14,571,793                     |
| Supplies and Expense        | 17,723,825  | 744,238            | 18,468,063                       |
| Debt Service                | 1,846,001   | 302,999            | 2,149,000                        |
| Repairs and Maintenance     | 1,731,947   | (24,256)           | 1,707,691                        |
| Capital                     | <u>1,638,650</u>                                      | <u>309,421</u>     | <u>1,948,071</u>                 |
| <b>Total</b>                | <u>\$36,918,519</u>                                   | <u>\$1,926,099</u> | <u>\$38,844,618</u>              |

**Hulman Center**

Income

|                                |                    |                 |                    |
|--------------------------------|--------------------|-----------------|--------------------|
| Student Service Fee Allocation | \$668,824          |                 | \$668,824          |
| Rental and Other Income        | <u>827,150</u>     | <u>\$73,442</u> | <u>900,592</u>     |
| <b>Total</b>                   | <b>\$1,495,974</b> | <b>\$73,442</b> | <b>\$1,569,416</b> |

Expenditures

|                         |                    |                 |                    |
|-------------------------|--------------------|-----------------|--------------------|
| Compensation            | \$1,224,916        | \$57,504        | \$1,282,420        |
| Supplies and Expense    | 210,274            | 4,722           | 214,996            |
| Repairs and Maintenance | 30,334             | (20,334)        | 10,000             |
| Capital                 | <u>30,450</u>      | <u>31,550</u>   | <u>62,000</u>      |
| <b>Total</b>            | <b>\$1,495,974</b> | <b>\$73,442</b> | <b>\$1,569,416</b> |

**Residential Life**

|                         |              |             |              |
|-------------------------|--------------|-------------|--------------|
| Rental and Other Income | \$22,100,448 | \$1,373,588 | \$23,474,036 |
|-------------------------|--------------|-------------|--------------|

Expenditures

|                         |                     |                    |                     |
|-------------------------|---------------------|--------------------|---------------------|
| Compensation            | \$7,317,881         | \$337,318          | \$7,655,199         |
| Supplies and Expense    | 10,811,618          | 417,387            | 11,229,005          |
| Debt Service            | 1,846,001           | 302,999            | 2,149,000           |
| Repairs and Maintenance | 680,800             | (13,014)           | 667,786             |
| Capital                 | <u>1,439,700</u>    | <u>321,371</u>     | <u>1,761,071</u>    |
| <b>Total</b>            | <b>\$22,096,000</b> | <b>\$1,366,061</b> | <b>\$23,462,061</b> |

|                                      | 2008-09 Budget<br>As Approved by<br>Board of Trustees | Change           | Recommended<br>2009-10<br>Budget |
|--------------------------------------|---|------------------|----------------------------------|
| <b>Hulman Memorial Student Union</b> |   |                  |                                  |
| Income                               |   |                  |                                  |
| Student Service Fee Allocation       | \$1,177,758   |                  | \$1,177,758                      |
| Machine Sales and Vending            | 46,850  |                  | 46,850                           |
| Room Rental                          | 9,500   |                  | 9,500                            |
| Miscellaneous Income                 | 131,666   | (\$2,500)        | 129,166                          |
| Parking Fees                         | 103,450   | 2,500            | 105,950                          |
| Total                                | <u>\$1,469,224</u>                                    | <u>\$0</u>       | <u>\$1,469,224</u>               |
| Expenditures                         |   |                  |                                  |
| Compensation                         | \$1,276,460   | \$28,000         | \$1,304,460                      |
| Supplies and Expense                 | 129,928   | (8,000)          | 121,928                          |
| Repairs and Maintenance              | 42,836  |                  | 42,836                           |
| Capital                              | 20,000  | (20,000)         | 0                                |
| Total                                | <u>\$1,469,224</u>                                    | <u>\$0</u>       | <u>\$1,469,224</u>               |
| <b>Athletics</b>                     |   |                  |                                  |
| Income                               |   |                  |                                  |
| Student Service Fee Allocation       | \$4,946,126   | \$338,287        | \$5,284,413                      |
| Student Service Fee - Gender Equity  | \$19,500  | 262,000          | \$281,500                        |
| Contributions - Sycamore             |   |                  |                                  |
| Varsity Club                         | 300,000   | (100,000)        | 200,000                          |
| Contributions - Scholarship          | 135,000   | (10,000)         | 125,000                          |
| Admission Sales                      | 425,000   |                  | 425,000                          |
| Commissions and Other Income         | 510,000   | 248,000          | 758,000                          |
| Guarantees                           | 510,000   | (260,000)        | 250,000                          |
| Transfer In                          | 400,000   | (95,440)         | 304,560                          |
| Total                                | <u>\$7,245,626</u>                                    | <u>\$382,847</u> | <u>\$7,628,473</u>               |
| Expenditures                         |   |                  |                                  |
| Compensation                         | \$2,042,590   | \$158,794        | \$2,201,384 <sup>A</sup>         |
| Supplies and Expense                 | 5,126,031   | 247,553          | 5,373,584                        |
| Repairs and Maintenance              | 46,505  | 5,000            | 51,505                           |
| Capital                              | 30,500  | (28,500)         | 2,000                            |
| Total                                | <u>\$7,245,626</u>                                    | <u>\$382,847</u> | <u>\$7,628,473</u>               |

A Does not include the one-half of coaches salary and benefits (\$1,031,549) contained within the Student Affairs budget.

|                                  | <u>2008-09 Budget</u><br>As Approved by<br>Board of Trustees | <u>Change</u>    | <u>Recommended</u><br>2009-10<br>Budget |
|----------------------------------|--|------------------|---|
| <b>Student Recreation Center</b> |  |                  |   |
| Income                           |  |                  |   |
| Student Service Fee Allocation   | \$20,000   | \$99,012         | \$119,012                               |
| Memberships                      | 0  | 98,000           | 98,000                                  |
| Miscellaneous Income             | 10,000   | 55,000           | 65,000                                  |
| Transfer In                      | 119,012  | 77,988           | 197,000                                 |
| Total                            | <u>\$149,012</u>   | <u>\$330,000</u> | <u>\$479,012</u>                        |
| Expenditures                     |  |                  |   |
| Compensation                     | \$85,881   | \$84,991         | \$170,872                               |
| Supplies and Expense             | 63,131   | 213,809          | 276,940                                 |
| Repairs and Maintenance          | 0  | 18,200           | 18,200                                  |
| Capital                          | 0  | 13,000           | 13,000                                  |
| Total                            | <u>\$149,012</u>   | <u>\$330,000</u> | <u>\$479,012</u>                        |

The Student Recreation Center fees and related debt service for the facility are shown in the Student Services Budget.

#### **Telecommunications**

|                             |                    |                |                    |
|-----------------------------|--------------------|----------------|--------------------|
| Income                      |                    |                |                    |
| Local Service Charges       | \$1,585,200        |                | \$1,585,200        |
| Long Distance Charges       | 110,400            |                | 110,400            |
| Miscellaneous Reimbursement | 99,300             | (\$300)        | 99,000             |
| Other                       | 11,440             |                | 11,440             |
| Transfer In                 | 445,000            |                | 445,000            |
| Total                       | <u>\$2,251,340</u> | <u>(\$300)</u> | <u>\$2,251,040</u> |
| Expenditures                |                    |                |                    |
| Compensation                | \$737,943          | \$28,233       | \$766,176          |
| Supplies and Expense        | 669,562            | (38,099)       | 631,463            |
| Repairs and Maintenance     | 823,400            | 10,000         | 833,400            |
| Capital                     | 20,000             |                | 20,000             |
| Total                       | <u>\$2,250,905</u> | <u>\$134</u>   | <u>\$2,251,039</u> |

#### **Library Automation**

|                         |                  |                |                  |
|-------------------------|------------------|----------------|------------------|
| Income                  |                  |                |                  |
| State Appropriations    | \$413,203        | \$7,758        | \$420,961        |
| Expenditures            |                  |                |                  |
| Compensation            | \$228,206        | \$25,231       | \$253,437        |
| Supplies and Expense    | 25,300           | (920)          | 24,380           |
| Repairs and Maintenance | 84,697           | (13,553)       | 71,144           |
| Capital                 | 75,000           | (3,000)        | 72,000           |
| Total                   | <u>\$413,203</u> | <u>\$7,758</u> | <u>\$420,961</u> |

|   | 2008-09 Budget<br>As Approved by<br>Board of Trustees | Change            | Recommended<br>2009-10<br>Budget |
|---|---|-------------------|----------------------------------|
| <b>Early Childhood Education Center</b> |   |                   |                                  |
| Income                                  |   |                   |                                  |
| Child Care Fees                         | \$451,800   | (\$22,637)        | \$429,163                        |
| Other Income                            | 30,887  | 3,466             | 34,353                           |
| Transfer In                             | 116,322   |                   | 116,322                          |
| Total                                   | <u>\$599,009</u>                                      | <u>(\$19,171)</u> | <u>\$579,838</u>                 |
| Expenditures                            |   |                   |                                  |
| Compensation                            | \$513,174   | (\$19,713)        | \$493,461                        |
| Supplies and Expense                    | 81,835  | 542               | 82,377                           |
| Repairs and Maintenance                 | 1,000   |                   | 1,000                            |
| Capital                                 | 3,000   |                   | 3,000                            |
| Total                                   | <u>\$599,009</u>                                      | <u>(\$19,171)</u> | <u>\$579,838</u>                 |

**Le Club Program**

|   |                  |                    |            |
|---|------------------|--------------------|------------|
| Income                                  |                  |                    |            |
| Membership Fees and Other Contributions | \$133,300        | (\$133,300)        | \$0        |
| Expenditures                            |                  |                    |            |
| Compensation                            | \$54,750         | (\$54,750)         | \$0        |
| Supplies and Expense                    | 67,187           | (67,187)           | 0          |
| Repairs and Maintenance                 | 11,150           | (11,150)           | 0          |
| Capital                                 | 0                |                    | 0          |
| Total                                   | <u>\$133,087</u> | <u>(\$133,087)</u> | <u>\$0</u> |

LeClub will become a part of the Student Recreation Center budget beginning with the 2009-10 Fiscal Year.

**Computer Store**

|                         |                  |                   |                  |
|-------------------------|------------------|-------------------|------------------|
| Income                  |                  |                   |                  |
| Merchandise Sales       | \$415,960        | (\$15,960)        | \$400,000        |
| Other Income            | 60,620           | 15,880            | 76,500           |
| Transfer In             | 30,000           |                   | 30,000           |
| Total                   | <u>\$506,580</u> | <u>(\$80)</u>     | <u>\$506,500</u> |
| Expenditures            |                  |                   |                  |
| Compensation            | \$109,376        | (\$16,536)        | \$92,840         |
| Supplies and Expense    | 396,189          | (14,549)          | 381,640          |
| Repairs and Maintenance | 1,000            | 895               | 1,895            |
| Capital                 | 0                |                   | 0                |
| Total                   | <u>\$506,565</u> | <u>(\$30,190)</u> | <u>\$476,375</u> |

**Athletic Training Services**

|                      |                  |                   |                 |
|----------------------|------------------|-------------------|-----------------|
| Income               |                  |                   |                 |
|                      | \$120,000        |                   | \$120,000       |
| Expenditures         |                  |                   |                 |
| Compensation         | \$77,391         | (\$17,765)        | \$59,626        |
| Supplies and Expense | 8,400            | 3,100             | 11,500          |
| Capital              | 15,000           |                   | 15,000          |
| Total                | <u>\$100,791</u> | <u>(\$14,665)</u> | <u>\$86,126</u> |

|   | 2008-09 Budget<br>As Approved by<br>Board of Trustees | Change            | Recommended<br>2009-10<br>Budget |
|---|---|-------------------|----------------------------------|
| <b>Other Auxiliary and Other Operations</b> |   |                   |                                  |
| Income                                      |   |                   |                                  |
| Advertising Sales                           | \$237,825   | (\$9,325)         | \$228,500                        |
| Student Service Fee Allocation              | 138,732   |                   | 138,732                          |
| Other Income                                | 83,740  | (28,750)          | 54,990                           |
| Total                                       | <u>\$460,297</u>                                      | <u>(\$38,075)</u> | <u>\$422,222</u>                 |
| Expenditures                                |   |                   |                                  |
| Compensation                                | \$309,528   | (\$17,610)        | \$291,918                        |
| Supplies and Expense                        | 134,370   | (14,120)          | 120,250                          |
| Repairs and Maintenance                     | 10,225  | (300)             | 9,925                            |
| Capital                                     | 5,000   | (5,000)           | 0                                |
| Total                                       | <u>\$459,123</u>                                      | <u>(\$37,030)</u> | <u>\$422,093</u>                 |

**Includes: ID Card System and Statesman Newspaper**



**INDIANA STATE UNIVERSITY  
DegreeLink Budget**

|                               | <u>2008-09 Budget<br/>As Approved by<br/>Board of Trustees</u> | <u>Change</u> | <u>Recommended<br/>2009-10<br/>Budget</u> |
|-------------------------------|--|---------------|---|
| <b>Source of Funds</b>        |  |               |   |
| Operating Appropriation       | \$541,465  |               | \$541,465                                 |
| Student Fees                  | 395,973  |               | 395,973                                   |
| Total Source of Funds         | <u>\$937,438</u>   | <u>\$0</u>    | <u>\$937,438</u>                          |
| <b>Use of Funds</b>           |  |               |   |
| Compensation                  |  |               |   |
| Salaries and Wages            | \$528,966  |               | \$528,966                                 |
| Fringe Benefits               | 166,005  |               | 166,005                                   |
| Student Wages                 | 71,272   |               | 71,272                                    |
| Supplies and Related Expenses | 166,195  |               | 166,195                                   |
| Equipment                     | 5,000  |               | 5,000                                     |
| Total Use of Funds            | <u>\$937,438</u>   | <u>\$0</u>    | <u>\$937,438</u>                          |



**INDIANA STATE UNIVERSITY**  
**South Central Indiana Education Association Budget**

|                               | <u>2008-09 Budget<br/>As Approved by<br/>Board of Trustees</u> | <u>Change</u> | <u>Recommended<br/>2009-10<br/>Budget</u> |
|-------------------------------|--|---------------|---|
| <b>Source of Funds</b>        |  |               |   |
| Operating Appropriation       | \$395,266  |               | \$395,266                                 |
| Total Source of Funds         | <u>\$395,266</u>   | <u>\$0</u>    | <u>\$395,266</u>                          |
| <b>Use of Funds</b>           |  |               |   |
| Compensation                  |  |               |   |
| Salaries and Wages            | \$196,444  |               | \$196,444                                 |
| Fringe Benefits               | 33,016   |               | 33,016                                    |
| Supplies and Related Expenses | 124,899  |               | 124,899                                   |
| Equipment                     | <u>1,380</u>   |               | <u>1,380</u>                              |
| Sub-Total Operating Expenses  | \$355,739  | \$0           | \$355,739                                 |
| Overhead                      | 39,527   |               | 39,527                                    |
| Total Use of Funds            | <u>\$395,266</u>   | <u>\$0</u>    | <u>\$395,266</u>                          |

**INDIANA STATE UNIVERSITY  
College Cooperative Southeast Budget**

|                               | <u>2008-09 Budget<br/>As Approved by<br/>Board of Trustees</u> | <u>Change</u> | <u>Recommended<br/>2009-10<br/>Budget</u> |
|-------------------------------|--|---------------|---|
| <b>Source of Funds</b>        |  |               |   |
| Operating Appropriation       | \$695,226  |               | \$695,226                                 |
| Total Source of Funds         | <u>\$695,226</u>   | <u>\$0</u>    | <u>\$695,226</u>                          |
| <b>Use of Funds</b>           |  |               |   |
| Compensation                  |  |               |   |
| Salaries and Wages            | \$378,782  |               | \$378,782                                 |
| Fringe Benefits               | 105,565  | \$6,500       | 112,065                                   |
| Supplies and Related Expenses | 152,500  | (6,500)       | 146,000                                   |
| Equipment                     | <u>0</u>   |               | <u>0</u>                                  |
| Sub-Total Operating Expenses  | \$636,847  | \$0           | \$636,847                                 |
| Overhead                      | 58,379   |               | 58,379                                    |
| Total Use of Funds            | <u>\$695,226</u>   | <u>\$0</u>    | <u>\$695,226</u>                          |

**INDIANA STATE UNIVERSITY  
Nursing Program Budget**

|                               | <u>2008-09 Budget<br/>As Approved by<br/>Board of Trustees</u> | <u>Change</u>     | <u>Recommended<br/>2009-10<br/>Budget</u> |
|-------------------------------|--|-------------------|---|
| <b>Source of Funds</b>        |  |                   |   |
| Operating Appropriation       | \$250,000  | (\$10,000)        | \$240,000                                 |
| Total Source of Funds         | <u>\$250,000</u>   | <u>(\$10,000)</u> | <u>\$240,000</u>                          |
| <b>Use of Funds</b>           |  |                   |   |
| <b>Compensation</b>           |  |                   |   |
| Salaries and Wages            | \$250,000  | (\$54,580)        | \$195,420                                 |
| Fringe Benefits               | 0  | 38,626            | 38,626                                    |
| Supplies and Related Expenses | 0  | 5,954             | 5,954                                     |
| Total Use of Funds            | <u>\$250,000</u>   | <u>(\$10,000)</u> | <u>\$240,000</u>                          |

## LEASE AGREEMENT

This Agreement (hereafter "Lease") entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Indiana State University ("ISU") an Institution of Higher Education organized and operating in accordance with the laws of the State of Indiana ("Landlord") and Sycamore Foundation Holdings, Inc. (hereafter "Sycamore") a not-for-profit entity, organized and operating in accordance with the laws of the State of Indiana ("Tenant"), to wit:

### RECITALS

WHEREAS, ISU has an interest in renovating ISU Baseball facilities to enhance intercollegiate play; and

WHEREAS, Sycamore desires to assist providing opportunities for ISU Athletes to further develop their skills over the summer;

NOW, THEREFORE, in consideration for the mutual promises and other consideration stated herein, ISU and Sycamore hereby agree as follows:

### OPERATIVE PROVISIONS

#### Article I

#### The Leased Premises

Section 1.01. Description of the Leased Premises. The premises leased hereunder shall be and consist of certain real and personal property described in Exhibit "A" attached hereto and incorporated herein by this reference, and all rights, privileges, fixtures, easements and other interests appurtenant to such real property (collectively called the "Leased Premises"). Tenant shall have the right to and shall renovate the Leased Premises in accordance with the construction documents attached hereto and made a part hereof as Exhibit "B". The renovations shall be and remain the property of Landlord and shall be considered part of the Leased Premises. Tenant hereby accepts the Leased Premises in the condition existing as of the date of the execution of this Agreement, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Leased Premises and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits and schedules attached hereto. The Tenant acknowledges that

Landlord has not made any representation or warranty as to the suitability of the Leased Premises for the renovation.

Section 1.02. Exceptions to Tenant's Interests. As of the date of this Lease the interests of Tenant in the Leased Premises are subject to the following:

- (a) All matters affecting the Leased Premises that would be disclosed by an accurate survey and physical inspection thereof;
- (b) All easements, highways, liens, rights-of-way, covenants, conditions, restrictions and other limitations, apparent or of record;
- (c) Zoning laws, ordinances, rules and regulations and other statutes, ordinances, laws, rules, regulations, and orders of any and all boards, bureaus, commissions, and bodies of any municipal, county, state or federal government or agency thereof now having or hereafter acquiring jurisdiction of the Leased Premises or the use of improvement thereof; and
- (d) The condition and state of repair of the Leased Premises as the same may be as of the date of this Lease.

Tenant hereby accepts the Leased Premises subject to the foregoing and subject to the terms, conditions and covenants hereinafter set forth. Landlord hereby warrants as of the date of this Lease that the Leased Premises are free and clear of all claims, demands, easements, encumbrances, rights and interest of all Persons other than as set forth above.

## Article II Term

Section 2.01. The Renovation Term. The initial term of this Lease shall be considered the Renovation Term and shall commence on the date first written above (the "Commencement Date"), and shall continue until February 1, 2010.

Section 2.02. The Summer Terms. In addition to the Renovation Term, this lease shall also be in effect for a period of three (3) summer terms beginning in 2010, with each summer term commencing on the day following the last day the Leased Premises is used for NCAA baseball play ("Summer Term Commencement Date")

to August 31st of the same year ("Summer Terms"). Tenant shall be notified of the Summer Term Commencement Date on or before February 1 of each year, beginning February 1, 2010. Together, the Renovation Term and the Summer Terms shall be considered the "Term".

Section 2.03 Extension of Term. This lease shall be extended for additional four (4) year Summer Terms upon the express mutual agreement of the parties. The extended terms shall be on the same terms and conditions as contained in this lease.

Section 2.04. Additional Leased Terms. Upon approval of the Vice President for Business Affairs, Tenant shall have the right to lease the Premises from Landlord during periods not included in the Renovation Term or the Summer Terms until August 31, 2013, as long as such lease does not interfere with scheduled events of Landlord.

### Article III Renovations by Tenant

Section 3.01. Renovation of Facility. Tenant shall, in a timely fashion, proceed with renovations for the 2010 baseball season, with all such activities to be at Tenant's expense. Said Facility to include upgrades and improvements to existing seating, Public Restrooms, Concession Building, and Home Locker Room. Tenant shall retain the existing outfield, outfield fencing, foul poles, bullpens, and scoreboard. The final design proposal and construction documents for renovation of any portion of the Leased Premises and any modifications thereto, and all materials to be installed, shall be subject to prior written approval by Landlord. Tenant shall at all times comply with NCAA and Missouri Valley Conference requirements regarding baseball facilities.

Section 3.02. Compliance with Laws, Insurance Policies. Tenant shall perform Tenant's work, and the same shall be constructed and completed, in substantial compliance with all requirements of law and all ordinances, regulations, rules or orders of any public agency or authority relating thereto. Tenant shall obtain, at its sole cost and expense, all permits, releases, licenses and approvals necessary for performance of Tenant's

work prior to commencement thereof, and Landlord agrees to cooperate with Tenant in obtaining the same. Tenant shall indemnify and hold Landlord, and the employees, agents and Trustees of Landlord, harmless against all costs, expenses, liability, claims, actions and causes of action, including attorney's fees, that might result from renovation and operation of the Leased Premises during the Term of this Agreement. Prior to commencement of Tenant's work, Tenant shall provide evidence of insurance coverages, in the form of certificates of new policies or endorsements to existing policies, showing Tenant to be insured during the period of construction, under policies providing the coverages required under Section XI herein below, and naming Landlord as an additional insured. Tenant shall comply with all requirements and conditions of such policies to ensure continuation of the same throughout the course of Tenant's work. To the extent of Tenant's indemnification of Landlord, Landlord shall tender its defense in any such matters or action to Tenant.

Section 3.03. Site Work. Tenant shall have the right to enter the Leased Premises upon execution of this lease to take samples, make measurements, commence demolition and perform renovations as contemplated herein. During the Renovation Term, Tenant shall have non-exclusive access to the adjacent parking lot for the sole purpose of completing renovation of the Leased Premises. Tenant agrees that during the Renovation Term, Tenant will be responsible for any damage to the outfield playing surface, the lights, bullpens, fencing, scoreboard and any other equipment or fixtures owned by Landlord, and that the determination of damage shall be in the sole discretion of Landlord.

#### Article IV Use

Section 4.01. Use by Tenant. During the Summer Terms, the Leased Premises and all renovations thereto shall be used as a baseball stadium and for no other purpose without Landlord's consent, which consent shall not be unreasonably withheld. Landlord specifically consents to Tenant's use of the Facility for the following purposes:

- (a) To lease the newly renovated Leased Premises to a third party summer baseball team ("Summer Baseball

Team"). Any contract entered into between Tenant and Summer Baseball Team shall be in compliance with NCAA regulations, Missouri Valley Conference regulations, any other contractual relationships existing between ISU and a third party, and the terms of this Lease.

Section 4.02. Compliance with Laws, Insurance Policies, Etc. Throughout the term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments, departments, commissions, boards and offices, and all orders, rules and regulations of all regulatory or building safety bodies of competent jurisdiction that may be applicable to the Leased Premises, or to the use or manner of use of the Leased Premises, provided, that Tenant shall be entitled to contest in good faith by appropriate proceedings any such legal requirements unless and until such contest shall subject Landlord to any penalty or sanction, and until such time as a final determination is made with respect to such legal requirements or until Landlord is subjected to a penalty or sanction for Tenant's non-compliance, Tenant shall not be deemed to be in default under this Section 4.02. Tenant shall likewise observe and comply with the requirements of all policies of insurance required to be supplied by Tenant under this Lease so as to prevent loss or denial of coverage and present cancellation thereof.

Section 4.03. Covenant Against Waste. Tenant shall not do or suffer any waste to the Leased Premises or any part thereof or any property adjacent thereto, or allow the Leased Premises to be used in violation of any certificate of occupancy covering or affecting the use of the Leased Premises or any part thereof, or in a manner that may, in law, constitute a nuisance, public or private. Tenant shall not permit use of any portion of the Leased Premises by the public in such manner as shall create prescriptive rights in, or an implied dedication to, the public or any third person. Landlord shall not do or suffer any waste to the Leased Premises, any portion thereof or any property adjacent thereto, or allow the Leased Premises to be used in violation of any certificate of occupancy covering or affecting the use of all or any part thereof, or in a manner that may, in law, constitute a nuisance, public or private.

Section 4.04. Hazardous Waste. Tenant shall not cause or permit the release of any hazardous substances, wastes or materials on



or about the Leased Premises and Tenant shall be solely responsible for and shall promptly pay the cost of removing all such hazardous substances, wastes and materials from the Leased Premises, which removal shall be in accordance with all applicable governmental requirements. Hazardous substances, wastes or materials shall include those that are defined in the Comprehensive Environmental Response, Compensation and Liability act of 1980, as amended, 42 USC Section 9601 et seq; the Toxic Substances Control Act, as amended, 15 USC Section 2601 et seq; and medical, special or infectious wastes shall include those that are defined pursuant to the medical waste regulations that have been promulgated by the Federal Government or the State in which the Leased Premises are located, and as further set forth in any state or local laws or ordinances, and their correspondent regulations. Tenant shall comply with all federal, state and local laws, regulations and ordinances that govern the use, storage, handling and disposal of hazardous substances, wastes or materials. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Section 4.04, which terms shall survive the expiration or earlier termination of this Lease.

Article V  
Base Rent

Section 5.01. Base Rent. In consideration for this Lease, Tenant shall pay to Landlord a base rent amount of \$1 annually to be paid on the first day of each Summer Term and shall undertake fundraising activities to pay for the costs of renovation.

Article VI  
Repairs, Maintenance, Utilities, Revenue,  
Advertising/Sponsorships and Security

Section 6.01 Repairs and Maintenance by Landlord. On the first day of each Summer Term, Landlord agrees to turn over the Leased Premises to Tenant in good, clean order and repair and make all repairs necessitated by Landlord's use of the Facility or Premises, ordinary wear and tear excepted.

Section 6.02. Repairs and Maintenance by Tenant. During the Summer Terms, Tenant agrees to maintain the Leased Premises in

good, clean order and repair and make all repairs necessitated by Tenant's use of the Leased Premises at all times, ordinary wear and tear excepted. Such obligation shall include routine maintenance items including but not limited to mowing, removal of litter, cleaning of concession areas and bathroom facilities, and all similar routine items. Tenant shall be further obligated to perform maintenance outside of routine maintenance and including capital repairs or replacement to the extent such repair or replacement is needed in the future as a result of damage caused to the Leased Premises during the Summer Terms. Tenant shall notify Landlord in the event a capital replacement is necessary and Landlord shall have sole discretion to grant approval of the capitol replacement, such approval not to be unreasonably withheld.

Section 6.03. Utilities. Landlord shall provide access to all public utilities in the Leased Premises, and Tenant shall pay and be responsible for all usage charges incurred as a result of use of the Leased Premises during the Renovation Term and the Summer Terms. All utilities shall remain in Landlord's name and shall be paid by Landlord subject to reimbursement by Tenant. Landlord shall notify Tenant of the utility usage bills incurred as a result of use of the Leased Premises Tenant shall reimburse said sums to Landlord within thirty (30) days after receipt of said usage bill.

Section 6.04. Summer Term Revenue. Tenant shall be entitled to retain as revenue all sums generated from the following sources during use of the Leased Premises during the Summer Terms:

- (a) All ticket revenue;
- (b) All advertising revenue generated from any source at the Facility, subject to Section 6.06.
- (c) Sales of merchandise, novelties, and concessions, subject to Section 6.05;

Section 6.05. Concessions during Summer Terms. Tenant shall be entitled to contract for concessions during the Summer Terms; provided, however, Tenant shall comply with existing contracts for concessions and pouring rights as may be provided to Tenant by ISU.

Section 6.06. Summer Baseball Advertising/Sponsorships. Landlord, through its Vice President of Student Affairs, shall have prior written approval of all advertisements on the Leased

Premises during the Summer Terms. In no event shall Tenant contract for advertising for any period outside of the Summer Terms, nor shall any of Tenant's advertising conflict with ISU contractual arrangements regarding advertising or sponsorship. Landlord shall retain all advertising and sponsorship revenues generated as a result of Landlord's contractual arrangements. Tenant shall remove all of Tenant's advertising at the end of the Summer Terms. Tenant agrees that the Indiana State University Board of Trustees shall have sole approval of the naming of any portion of the Leased Premises. Tenant shall not remove ISU trademarks and logos during the Summer Terms, nor shall Tenant have the right to use ISU's trademarks and logos without prior consent of ISU's Purchasing Department.

Section 6.07. Security. Tenant shall be solely responsible for maintaining an appropriate level of security for the Facility during the Summer Terms and will follow all ISU Policies and Procedures related to safety and security, including the ISU Smoking Policy and prohibition of weapons on the Leased Premises. Tenant specifically agrees to lock the restrooms to the general public at all times during the Summer Terms, except during Summer Baseball games. Tenant agrees that it will ensure that ISU Public Safety is contacted immediately upon notice to Tenant or Tenant's security force of potential criminal acts or injury to anyone on the Premises. Tenant, Tenant's security force and Landlord's Public Safety Department shall meet annually, before the Summer Terms begin, to agree upon security protocols.

## Article VII Taxes

Section 7.01. Taxes. Tenant agrees to pay, as Additional Rent, all of the real property taxes, if any, assessed against the Leased Premises, that come due and payable during the Renovation Term and the Summer Terms. Provided however Landlord shall file for all available exemptions from the imposition of real estate taxes as required by law and shall take reasonable action not to let such exemptions to lapse during the term of the Lease. If any such tax is payable or at the option of the Tenant may be paid, in installments (whether or not interest shall accrue on the unpaid balance), Tenant may pay the same in installments as the same respectively become due. Landlord agrees to execute any documents or instruments required to elect an installment payment of a tax if so requested by Tenant. Tenant shall also

pay all personal property taxes, if any, on Tenant's personal property, if any.

Section 7.02. Proof of Payment by Tenant. Tenant shall furnish to Landlord upon written request official receipts (or copies thereof) of the appropriate authority claiming any such tax or other evidence satisfactory to Landlord, evidencing the payment thereof.

#### Article VIII Reimbursement of Renovation Costs

Section 8.01. Reimbursement of Renovation Costs. Landlord agrees to reimburse a mutually agreed upon amount to Tenant for that portion of the cost of renovation of the Leased Premises not collected through private donations and naming rights up to and including Seven Hundred Thousand Dollars (\$700,000.00). Tenant agrees to provide Landlord with a complete written accounting of the amounts collected for the renovation of the Leased Premises within ten (10) days of termination of this Lease. Landlord agrees to make payment to Tenant within thirty (30) days of receipt of the accounting. Tenant will not be obligated to reveal the names of donors as part of the accounting.

#### Article IX Discharge of Liens

Section 9.01. Discharge of Liens. If because of any act or omission on Tenant's part any lien having priority or preference over or ranking on a parity with the interest of Landlord in the Leased Premises is filed against all or part of the Leased Premises, then, whether or not the lien is valid or enforceable Tenant shall at Tenant's cost, within thirty (30) days after the filing of the lien, cause the lien to be removed. However, if Tenant within the thirty (30) day period furnishes Landlord with evidence that Tenant has instituted appropriate proceedings to contest such lien, Tenant shall not be required to discharge the lien of record prior to the final determination of the proceedings, provided Tenant diligently prosecutes the proceedings. In the event of discharge of the lien of record, the cash or cash equivalents shall be paid back to Tenant; otherwise, they shall be utilized to discharge the lien.

Nothing in this Lease shall be deemed in any way as constituting the request or consent of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any material(s) or service(s) for any specific improvement, alteration to or repair of the Leased Premises or any part thereof.

Article X  
Tenant's Surrender of Premises

Section 10.01. Tenant's Surrender of Premises.

- (a) Tenant agrees to deliver possession of the Leased Premises to the Landlord upon termination of this lease.
- (b) Upon termination of this Lease, Tenant may remove any and all personal property placed on the Leased Premises by Tenant.
- (c) If Tenant remains in possession of the Leased Premises after termination of the Renovation Term or any Summer Term hereof with Landlord's acquiescence and without any express agreement of the parties hereto, Tenant shall be a Tenant at will, but there shall be no renewal of this Lease by operation of law or otherwise.

Article XI  
Insurance

Section 11.01. Tenant's Liability Insurance. Throughout the Term of this Lease, Tenant shall maintain in force comprehensive general public liability insurance (including, without limitation, liability due to on-premises operations arising from explosion, collapse, and underground, with blanket contractual coverage and broad-form property damage coverage) under a policy or policies providing combined single limit coverage of One Million Dollars (\$3,000,000.00) for each occurrence on an annual aggregate basis, together with comprehensive automobile liability Insurance (covering both bodily injury and property damage) under a policy or policies providing combined single limit coverage of One Million Dollars (\$3,000,000.00) and

Worker's Compensation and Employer's Liability Insurance in such amounts as shall be required by law from time to time. Tenant shall also maintain in force. In the event the Tenant shall obtain a license for the sale of alcoholic beverages in connection with its operations under this Lease, Tenant shall obtain Dram Shop Act Liquor Liability insurance in the minimum amount or amounts as may be necessary to fully insure for such liability under the laws of the State of Indiana.

Section 11.02. Tenant's Casualty Insurance. Throughout the Term of this Lease, Tenant shall keep the Leased Premises, including all equipment in or appurtenant to the Leased Premises essential to the operation and maintenance of the Leased Premises and all alterations, changes or additions thereto, insured for the benefit of the Landlord and Tenant as their respective interests may appear, against loss or damage by fire or other casualties covered by a customary extended coverage endorsement in an amount equal to One Hundred Percent (100%) of the replacement cost thereof from time to time and at all times sufficient to meet the co-insurance requirements under deductible that is obtainable at reasonable cost such policy, without allowance or deduction for depreciation and with the lowest deductible that is obtainable at reasonable cost. During any period in which construction, renovation, alteration, or substantial repair work is being performed by or on behalf of Tenant on the Leased Premises (of which each party shall notify the other), Tenant shall maintain in force builders' all-risk coverage, with fire and extended coverages. Such builders' all-risk coverage shall protect the interests of Landlord and Tenant and their respective construction managers and contractors.

Section 11.03 Tenant's Personal Property Insurance. Tenant shall be responsible for procurement of insurance for personal property located on the Leased Premises and Tenant shall further require any sublessee to maintain insurance for any personal property sublessee may locate on the Leased Premises.

Section 11.04. Proof of Insurance.

- (a) All insurance provided for in this Article XI shall be written under valid and enforceable policies, issued by insurers of recognized responsibility authorized to do business in Indiana. Upon the execution of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates of any expiring policies theretofore furnished pursuant to this Article XI,

originals of the policies (or, in the case of general public liability insurance, certificates of the insurers), shall be delivered by Tenant to Landlord bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment. Landlord shall deliver to Tenant from time to time upon request by Tenant certificates or other appropriate evidence of the insurance required of Landlord under this Article XI.

- (b) Nothing in this Article XI shall prevent either party from taking out insurance of the kind and in the amounts provided for under this Article XI under a blanket insurance policy or policies covering other properties as well as the Leased Premises, as the case may be; provided, however, that any such policy or policies of blanket insurance (i) shall be written in amounts not less than the amounts required by this Article XI; and (ii) such amounts so specified shall be sufficient to prevent any one of the insured from becoming a co-insurer within the terms of the applicable policy or policies; and provided further, that any such policy or policies of blanket insurance shall otherwise comply as to the endorsements and coverage with the provisions of this Article XI.

Section 11.05. Notice of Cancellation. The insurance required by this Article XI shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to both Landlord and Tenant and any other persons named as insured thereunder.

Section 11.06. Waiver of Subrogation. Landlord and Tenant waive all rights against each other and against those for whom the other is legally liable for all losses coverable by insurance provided for under this Article XI, it being the intent of this provision to allocate all risk of such loss to such insurance; provided, however, that this waiver shall not be effective if it would preclude or prejudice the right of Landlord or Tenant to recover under such insurance policy. If the policies of insurance provided for under this Article XI require an endorsement to provide for continued coverage where there is a waiver of subrogation, Landlord or Tenant will cause such policies to be so endorsed. Tenant shall, upon obtaining the policies of insurance required hereunder, give notice to the

insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease and provide Landlord with evidence that such waiver has been recognized by such carrier or carriers and is effective.

Section 11.07. Application of Proceeds for Leased Premises. The proceeds of any and all policies of insurance upon the Leased Premises maintained pursuant to Section 11.02 shall be used as a trust fund toward the repair, reconstruction, replacement, or rebuilding of the Leased Premises. As to all other policies, the proceeds shall be paid to the insured party or parties as their interests shall appear and in proportion to their respective insured losses.

Section 11.08. Adjustment of Loss. Under all policies of insurance provided for in this Article, the loss under such policies, if less than \$100,000.00 shall be adjusted by the party obtaining such insurance and if greater than said amount, shall be adjusted by Landlord and Tenant, and the insurance proceeds shall be payable to Landlord, Tenant as their interests shall appear.

Section 11.09. General Provisions. In the event either party shall fail or refuse to obtain any insurance required by this Article XI, the other party may obtain such insurance and bill said cost to other party.

## Article XII Casualty Damage

Section 12.01. Tenant's Obligation to Repair. Unless Landlord agrees otherwise, in the event that, at any time during the Term of this Lease, the Leased Premises shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the casualty insurance policies or builders' risk policies required to be maintained by Tenant in accordance with Article XI of this Lease, then Tenant shall cause the same to be repaired, restored, replaced, or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable. In the repair or restoration of the Leased Premises under this Article XII, Tenant will, as nearly as practicable, repair, restore, replace or rebuild the Leased Premises so damaged or destroyed to the condition and character of the Leased Premises existing immediately prior to such occurrence in conformance with the final renovation plans or such other plans and



specifications as Landlord may approve in its reasonable discretion. Tenant shall be entitled to apply all insurance proceeds of policies maintained pursuant to Article XII of this Lease remaining after any required payments to any Mortgagee to such repair, restoration, replacement and destruction, less any cost of recovery and any amounts required to be applied to repayment of any Mortgagee, shall be insufficient to pay the entire cost of such repair, restoration, replacement, or rebuilding, Tenant shall be responsible for making up the deficiency. The time within which Tenant shall be required to commence and complete its obligations under this Section 12.01 shall include a reasonable time to obtain and close any necessary equity or mortgage loan financing to cover such deficiency.

Article XIII  
Condemnation

Section 13.01. Condemnation.

- (a) If, at any time during the Term of this Lease, all or any portion of the Leased Premises located thereon is taken, appropriated or condemned by reason of eminent domain, the Landlord and Tenant shall divide the proceeds and awards in the condemnation proceedings as their respective interests may appear, abate the rent, and make other adjustments in a just and equitable manner under the circumstances. If the parties cannot agree on a just and equitable division, or other adjustments within thirty (30) days after the award has been made, the disputed matters shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter for its decision and determination. If legal title to the entire Leased Premises is wholly taken by condemnation, the Lease shall be canceled.
- (b) Title to the renovations of the Leased Premises will remain Landlord's, for purpose of condemnation. Repayment of outstanding debt associated with the renovations shall be an item of damage in determining the Landlord's portion of the condemnation award.

Article XIV  
Indemnification of Landlord

Section 14.01. Indemnification of Landlord. Tenant shall indemnify and save harmless Landlord against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect's and attorney's fees, which may be imposed upon or incurred by or asserted against Landlord by reason of any of the following occurrences during the Renovation Term or Summer Terms, of this Lease.

- (a) Any work or thing done in, on, or about the Leased Premises by Tenant or any party acting on behalf of Tenant or at Tenant's direction other than Landlord;
- (b) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Leased Premises or any part thereof or any street, sidewalk, curb, way or space adjacent thereto by Tenant or any party acting on behalf of Tenant or at Tenant's direction other than Landlord;
- (c) Any negligence (active, passive or by Omission) on the part of Tenant or any of Tenant's agents, contractors, servants, employees, subtenants, customers, licensees or invitees;
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Leased Premises or any part thereof; or any street, sidewalk, curb, way or space adjacent thereto, including accidents or injuries related to the sale or consumption of alcoholic beverages;
- (e) Any failure on the part of Tenant to perform or observe any of the agreements and conditions or limitations contained in this Lease on Tenant's part to be performed and/or observed.

If any action or proceeding is brought against Landlord by reason of any such claim caused/created (in whole or in part) by Tenant, then Tenant, upon written notice from Landlord, shall (at Tenant's expense) resist or defend such action or proceeding by legal counsel approved by Landlord in writing. If Tenant has supplied Landlord with insurance policies covering any of the aforementioned risks, no claim shall be made against Tenant unless and until the insurer shall fail or refuse to defend and/or pay all or any part of such claim.

Article XV  
Assignment and Subletting

Section 15.01. Assignment and Subletting.

- (a) Tenant and/or Tenant's legal representative or successors in interest by operation of law or otherwise shall not assign its interest in this Lease or make any sublease of all or substantially all of its interest in the Leased Premises for any period of time unless and until the consent of Landlord is obtained in writing, which consent shall not be unreasonably withheld, except to allow the use of the Leased Premises by a Summer Baseball League as provided in Section 4.
- (b) Notwithstanding any assignment of the Lease hereunder or the subletting of all or part of the Leased Premises, Tenant and any person who at any time holds the leasehold interest hereunder (whether Tenant or any immediate or intermediate assignee therefrom) shall remain primarily and personally liable, jointly and severally, with all persons who shall have been assignees hereunder, for the performance of all of the obligations of Tenant hereunder; and any violation of any provision of this Lease, by act or omission, by any assignee, subtenant or occupant shall be deemed a violation of that provision by Tenant and/or by any one or more of the subsequent assignees.
- (c) This Lease shall create only the relationship of Landlord and Tenant between the parties hereto.

Article XVI  
Default by Tenant

Section 16.01. Default by Tenant. Tenant shall be deemed in material breach of and in default under this Lease if an Event of Default on the part of Tenant shall have occurred. Any of the following events shall constitute an Event of Default on the part of Tenant, namely:

- (a) Tenant's failure to provide or pay, when due any sum or service required hereunder to be paid or performed by Tenant and Tenant fails to cure said non-performance or nonpayment within ten (10) days of receipt of written notice from Landlord; or
- (b) Tenant's failure to observe or perform any condition or promise to be observed or performed by Tenant hereunder and the continuation of such failure for ten

(10) days after Landlord gives notice to Tenant specifying the respect or respects in which Tenant is so failing to observe or perform any such condition or promise; or

- (c) Abandonment of the Leased Premises by Tenant; or
- (d) The filing of a petition by or against Tenant (meaning in this subsection the person then holding the leasehold interest under this Agreement, whether it be the original Tenant hereunder or any assignee from the same or from another assignor) for adjudication as a bankrupt or for reorganization under existing or future bankruptcy laws; or the dissolution or commencement of any action for the involuntary (or, voluntary unless Landlord's prior consent was obtained) dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee for the property of Tenant; or the taking of possession of the property of Tenant by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or the making by Tenant of an assignment for the benefit of creditors; or the levy against Tenant's leasehold interest hereunder by judicial process; provided, however, that if any such proceeding mentioned in this subsection is involuntary against Tenant, the institution of the proceedings shall not be deemed to be an Event of Default if the proceedings are discharged within sixty (60) days; and provided further that this subsection is, of course, subject to the provision of the federal Bankruptcy Code and any other applicable law.

Section 16.02. Surrender. Upon the occurrence of any Event of Default, Landlord may terminate this Lease upon notice of such termination given to Tenant and Tenant shall quit and peacefully surrender the Leased Premises to Landlord, and Landlord, upon or at any time after any such expiration or termination, may without further notice enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all income of and from the same, subject to Tenants rights as set out in Section VIII.

Section 16.03. Waiver of Notice. Except as to notices expressly provided for in this Lease, Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, for and on behalf of itself and all persons claiming through or under Tenant, and Tenant further waives any and all right of redemption or re-entry or repossession in the case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord in case of any expiration or termination of this Lease.

Section 16.04. No Waiver. No failure by either Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any breach or of such agreement, term, covenant, or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Landlord or Tenant, as the case may be, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof

Section 16.05. Cumulative Remedies. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any such rights or remedies shall not preclude the simultaneous or later exercise by the party in question of any such rights or remedies, except as otherwise expressly provided in this Lease.

Article XVII  
Default by Landlord

Section 17.01. Default by Landlord. Should there be any default or breach of this Lease on the part of Landlord, Tenant shall give Landlord notice thereof, and should the Landlord fail to correct such breach or default within ten (10) days after such notice, Tenant may remedy such breach or default and deduct the

reasonable costs, including interest on same, from rentals due or to become due the Landlord, or pursue any other legal or equitable remedy to which it is entitled, including, without limitation, its right to terminate this Lease. If Tenant has not been reimbursed for its reasonable cost in remedying Landlord's breach of default at the expiration of this Lease, or if the Landlord is indebted to the Tenant because of a breach or default of this Lease at the expiration of this Lease, Tenant, may, at its option, extend this Lease on the same terms and conditions as provided herein until such costs and indebtedness is fully paid by application of all rentals thereto.

Article XVIII  
Remedies of Landlord

Section 18.01. Remedies of Landlord. Subject to the terms of Section VIII the Landlord shall have the following remedies.

- (a) In the event of an occurrence of an Event of Default by Tenant under the preceding section, and at any time after ten (10) days following the occurrence of that Event of Default, Landlord may, at Landlord's option, effect the termination of this Agreement and the Lease hereunder by giving notice of termination to Tenant, and upon the giving of such notice all rights of Tenant hereunder shall terminate.
- (b) Upon any such termination of the Lease hereunder, Tenant shall peacefully surrender Premises to Landlord, and Landlord, upon or at any time after such termination, may without further notice re-enter the Leased Premises and take possession thereof by force, summary proceedings, ejectment or otherwise, and dispossess and remove Tenant and all other persons and property from the Premises and hold and enjoy the same and the right to receive all rental income therefrom subject to Section VIII.
- (c) At any time, or from time to time, after any such termination, Landlord may re-let the Leased Premises or any part thereof for such term or terms (which may be greater or less than the period that would otherwise have constituted hereunder) and on such conditions as Landlord in Landlord's sole discretion may determine and may collect and receive the rents therefore; however, Landlord shall use reasonable diligence in attempting to re-let the Premises and

collect rent therefrom and thereby mitigate Landlord's damages.

- (d) No such termination of the Lease hereunder pursuant to this section (i.e., in consequence of an Event of Default) shall relieve Tenant of Tenant's liabilities and obligations under this Agreement that shall survive such termination.
- (e) Tenant waives (so far as permitted by law) the service of any notice of intention to re-enter provided for in any statute for and on behalf of Tenant and all persons claiming through or under Tenant, and Tenant also waives any and all rights of redemption or re-entry or repossession in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in the case of re-entry or repossession by Landlord or in case of any termination of this Lease.
- (f) No failure by Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such agreement, term, covenant or condition, or preclude Landlord from thereafter pursuing any remedy for either that breach or occurrence or a subsequent breach or occurrence. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified by Landlord except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- (g) In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions herein contained, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.
- (h) Each right and remedy provided for Landlord in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for herein or now or hereafter existing at law or in equity or by

statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies herein provided or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies herein provided for or now or hereafter existing at law or in equity or by statute or otherwise.

#### Article XIX

#### Landlord's Right to Perform Obligations of Tenant

#### Section 19.01. Landlord's Right to Perform Obligations of Tenant.

- (a) If Tenant shall at any time fail to pay for any tax to procure and apply for any insurance policy, or shall fail to make any other payment or perform any other act, on Tenant's part to be paid, made or performed, then, Landlord, after ten (10) days notice to Tenant (or without notice in case of an emergency), and without waiving or releasing Tenant from any of Tenant's obligations herein contained and without waiving Landlord's right to take such action as may be permissible under this Lease as a result of any such breach by Tenant, may, but shall not be obligated to, (i) pay any such tax, or (ii) procure, pay for and/or maintain any such insurance, or (iii) make any other payment or perform any other act on Tenant's part to be made or performed as in this Lease provided, and Landlord may enter upon the Leased Premises for any such purpose, and take all such action thereon as may be necessary therefore.
- (b) All sums so paid by Landlord and all costs and expenses incurred by Landlord, including, without limitation, reasonable attorneys fees, in connection with the performance of any such act shall constitute additional rent payable by Tenant under this Lease, and Tenant shall pay the same to Landlord on demand.

#### Article XX

#### Quiet Enjoyment

#### Section 20.01. Quiet Enjoyment. Tenant, upon paying all rent and



other charges provided for herein and performing and observing all promises and conditions of this Lease on Tenant's part to be performed and observed, shall quietly have and enjoy the Leased Premises during the Renovation Term and any Summer Term of this Lease without hindrance or molestation by anyone claiming by, through or under Landlord as such, subject, however, to the exceptions, reservations, and conditions of the Lease herein.

Article XXI  
Notices

Section 21.01. Notices. All notices, demands, or other communications or documents required or permitted to be given shall be in writing and shall be deemed to have been duly given or delivered if and on the date when either hand-delivered or sent by registered or certified mail, with the proper postage and registry fees prepaid, delivered at or mailed to the parties at the following addresses:

INDIANA STATE UNIVERSITY

SYCAMORE FOUNDATION HOLDINGS,  
INC.

Diann E. McKee  
Vice President for Business  
Affairs and University Treasurer  
Indiana State University  
Rankin Hall, Room 200  
Terre Haute, Indiana 47809

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

Copy to:

Melony A. Sacopulos  
General Counsel,  
Indiana State University  
Parsons Hall, Room 223  
Terre Haute, Indiana 47809

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article XXII  
Miscellaneous

Section 22.01. Miscellaneous. The section headings herein are inserted only for convenience and shall not be construed to limit the scope or meaning of the various sections of this Agreement. "Person" means herein any individual, firm, trust, corporation, partnership and fiduciary or other entity. Except as herein otherwise expressly specified to the contrary, the benefits of this Agreement shall inure to and the obligations hereof bind the successors and assigns of the respective parties hereto. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Time is of the essence of this Agreement. No indulgences granted or permitted by Landlord to Tenant in enforcing the payment of rent or in enforcing the provisions of this Agreement in any other particular shall be held to be a waiver of Landlord's right or rights to thereafter rely upon any term of this Agreement or to pursue any remedy allowed Landlord either under the terms of this Agreement or at law or equity. Whenever either party's prior consent or approval to any act is required by the terms of this Agreement, such consent shall not be unreasonably withheld. The provisions of this section are also of the essence of the contract represented by this Agreement and are for the purposes of insuring and guaranteeing the prompt and continued enforcement of its provisions of so desired by Landlord. If any provision of this Agreement or the application thereof to any

person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to whom it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement maybe executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Use of the masculine includes the feminine or neuter, and the singular includes the plural, or vice versa, wherever appropriate to the context. Neither this Agreement nor any term(s) hereof shall be strictly construed against any party hereto. Each referenced exhibit is hereby made a part hereof as if set forth fully in the body of this Agreement.

Section 22.02. Required Approvals. All provisions included in this Agreement are subject to review and approval by any person, agency, board, commission or other body, the approval of whom or which is a requirement for the action to be valid and legal.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first herein above mentioned.

LANDLORD  
For: Indiana State  
University

TENANT  
For: Sycamore Foundation  
Holdings, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Exhibit A

The Leased Premises shall be defined as Lot Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in John Britton's Subdivision of Lot Number 60 in the Subdivision of School Section Sixteen (16), Township Twelve (12) North, Range 9 West.

Also Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Dodson's Subdivision of Lot Number Forty Nine (49) in the Subdivision of Section Sixteen (16), Township Twelve (12) North, Range 9 West.

Also Lots One (1), Two (2), Three(3), Four (4), Five (5) and Six (6) In the Subdivision of Lot Fifty (50) in Section 16, Township 12 North, Range 9 West as platted by James and Henry Ross in Terre Haute, Vigo County, Indiana.

Also Lot Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) Ten (10) and Eleven (11) in John Boudinot's Subdivision of Lot Number Fifty Nine (59) in Subdivision of section 16, Township 12 North, Range 9 West.

Also any vacated right way located adjacent to said Lots.

**PARKING LOT LEASE**

This Agreement (hereafter "Lease") entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Indiana State University ("ISU") an Institution of Higher Education organized and operating in accordance with the laws of the State of Indiana ("Landlord") and Sycamore Foundation Holdings, Inc. (hereafter "Sycamore") a not-for-profit entity, organized and operating in accordance with the laws of the State of Indiana ("Tenant"), to wit:

**RECITALS**

WHEREAS, ISU and Sycamore have entered into a Lease for ISU's baseball facility; and

WHEREAS, Sycamore desires to enter into a contractual arrangement with a Summer Baseball Team ("Team") and further desires to make parking available to the Team for attendees of summer baseball games;

NOW, THEREFORE, in consideration for the mutual promises and other consideration stated herein, ISU and Sycamore hereby agree as follows:

**OPERATIVE PROVISIONS**

**Article I**

**The Leased Premises**

Section 1.01. Description of the Baseball Parking Lot. The premises leased hereunder shall be and consist of certain real and personal property described in Exhibit "A" attached hereto and incorporated herein by this reference, and all rights, privileges, fixtures, easements and other interests appurtenant to such real property (collectively called the "Lot"). Tenant hereby accepts the Lot in the condition existing as of the date of the execution of this Agreement, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Lot and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits and schedules attached hereto.

Section 1.02. Exceptions to Tenant's Interests. As of the date of this Lease the interests of Tenant in the Lot are subject to the following:

(a) All matters affecting the Lot that would be disclosed by an accurate survey and physical inspection thereof;

(b) All easements, highways, liens, rights-of-way, covenants, conditions, restrictions and other limitations, apparent or of record;

(c) Zoning laws, ordinances, rules and regulations and other statutes, ordinances, laws, rules, regulations, and orders of any and all boards, bureaus, commissions, and bodies of any municipal, county, state or federal government or agency thereof now having or hereafter acquiring jurisdiction of the Lot or the use of improvement thereof; and

(d) The condition and state of repair of the Lot as the same may be as of the date of this Lease.

Tenant hereby accepts the Lot subject to the foregoing and subject to the terms, conditions and covenants hereinafter set forth. Landlord hereby warrants as of the date of this Lease that the Lot are free and clear of all claims, demands, easements, encumbrances, rights and interest of all Persons other than as set forth above.

## Article II

### Term

Section 2.01. The Summer Terms. This lease shall be in effect for a period of three (3) summer terms beginning in 2010, with each summer term commencing on the day following the last day ISU's Baseball facilities are used for NCAA baseball play ("Summer Term Commencement Date") to August 31st of the same year ("Summer Terms" or collectively "Term"). Tenant shall be notified of the Summer Term Commencement Date on or before February 1 of each year, beginning February 1, 2010.

Section 2.02 Extension of Term. This lease shall be extended for additional four (4) year Summer Terms upon the express mutual agreement of the parties. The extended terms shall be on the same terms and conditions as contained in this lease.

Section 2.03. Additional Leased Terms. Upon approval of the Vice President for Business Affairs, Tenant shall have the right to lease the Lot from Landlord during periods not included in the Summer Terms until August 31, 2013, as long as such lease does not interfere with scheduled events of Landlord.

Article III  
Use

Section 3.01. Use by Tenant. During the Summer Terms, the Lot shall be used for parking and for no other purpose without Landlord's consent, which consent shall not be unreasonably withheld. Landlord specifically consents to Tenant's use of the Facility for the following purposes:

- (a) To lease the Lot to the Team for parking for attendees at summer baseball games. Any lease entered into between Tenant and Team for the Lot shall be in compliance with all other contractual relationships existing between ISU and any third party and the terms of this Lease.

Section 3.02. Renovations to the Lot by Tenant. No construction, renovation, modification or improvement to the Lot shall be allowed without Landlord's prior written consent.

Section 3.03. Compliance with Laws, Insurance Policies, Etc. Throughout the term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments, departments, commissions, boards and offices, and all orders, rules and regulations of all regulatory or building safety bodies of competent jurisdiction that may be applicable to the Lot, or to the use or manner of use of the Lot, provided, that Tenant shall be entitled to contest in good faith by appropriate proceedings any such legal requirements unless and until such contest shall subject Landlord to any penalty or sanction, and until such time as a final determination is made with respect to such legal requirements or until Landlord is subjected to a penalty or sanction for Tenant's non-compliance, Tenant shall not be deemed to be in default under this Section 4.02. Tenant shall likewise observe and comply with the requirements of all policies of



insurance required to be supplied by Tenant under this Lease so as to prevent loss or denial of coverage and present cancellation thereof.

Section 3.04. Covenant Against Waste. Tenant shall not do or suffer any waste to the Lot or any part thereof or any property adjacent thereto, or allow the Lot to be used in a manner that may, in law, constitute a nuisance, public or private. Tenant shall not permit use of any portion of the Lot by the public in such manner as shall create prescriptive rights in, or an implied dedication to, the public or any third person.

Section 3.05. Hazardous Waste. Tenant shall not cause or permit the release of any hazardous substances, wastes or materials on or about the Lot and Tenant shall be solely responsible for and shall promptly pay the cost of removing all such hazardous substances, wastes and materials from the Lot, which removal shall be in accordance with all applicable governmental requirements. Hazardous substances, wastes or materials shall include those that are defined in the Comprehensive Environmental Response, Compensation and Liability act of 1980, as amended, 42 USC Section 9601 et seq; the Toxic Substances Control Act, as amended, 15 USC Section 2601 et seq; and medical, special or infectious wastes shall include those that are defined pursuant to the medical waste regulations that have been promulgated by the Federal Government or the State in which the Lot is located, and as further set forth in any state or local laws or ordinances, and their correspondent regulations. Tenant shall comply with all federal, state and local laws, regulations and ordinances that govern the use, storage, handling and disposal of hazardous substances, wastes or materials. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Section 4.04, which terms shall survive the expiration or earlier termination of this Lease.

Article IV  
Base Rent

Section 4.01. Base Rent. In consideration for this Lease, Tenant shall pay to Landlord a base rent amount of One Dollar (\$1.00) annually to be paid on the first day of each Summer Term and all good and valuable consideration as the parties may agree.

Article V  
Repairs, Maintenance, Parking Revenue,  
Advertising/Sponsorships, and Security

Section 5.01 Repairs and Maintenance by Landlord. On the first day of each Summer Term, Landlord agrees to turn over the Lot to Tenant in good, clean order and repair and make all repairs necessitated by Landlord's use of the Facility or Premises, ordinary wear and tear excepted.

Section 5.02. Repairs and Maintenance by Tenant. During the Summer Terms, Tenant agrees to maintain the Lot in good, clean order and repair and make all repairs necessitated by Tenant's use of the Lot at all times, ordinary wear and tear excepted. Such obligation shall include routine maintenance items including but not limited to removal of litter and all similar routine items. Tenant shall be further obligated to perform maintenance outside of routine maintenance and including capital repairs or replacement to the extent such repair or replacement is needed in the future as a result of damage caused to the Lot during the Summer Terms. Tenant shall notify Landlord in the event a capital replacement is necessary and Landlord shall have sole discretion to grant approval of the capital replacement, such approval not to be unreasonably withheld.

Section 5.03. Summer Term Revenue. Tenant shall be entitled to retain as revenue all sums generated from the following sources during use of the Lot during the Summer Terms:

- (a) All parking revenue; and
- (b) All advertising revenue generated from any source on the Lot, subject to Section 5.04.

Section 5.04. Summer Baseball Advertising/Sponsorships. Landlord, through its Vice President of Student Affairs, shall have prior written approval of all advertisements on the Lot during the Summer Terms. In no event shall Tenant contract for advertising for any period outside of the Summer Terms, nor shall any of Tenant's advertising conflict with ISU contractual arrangements regarding advertising or sponsorship. Landlord shall retain all advertising and sponsorship revenues generated as a result of Landlord's contractual arrangements. Tenant shall remove all of Tenant's advertising at the end of the Summer Terms. Tenant agrees that the Indiana State Board of Trustees shall have sole approval of the naming of any portion of the Lot. Tenant shall not remove ISU trademarks and logos during the Summer Terms, nor shall Tenant have the right to use ISU's trademarks and logos without prior consent of ISU's

Purchasing Department.

Section 5.05. Security. Tenant shall be solely responsible for maintaining an appropriate level of security for the Lot during the Summer Terms and will follow all ISU Policies and Procedures related to safety and security, including the ISU Smoking Policy and prohibition of weapons on the Lot. Tenant agrees that it will ensure that ISU Public Safety is contacted immediately upon notice to Tenant or Tenant's security force of potential criminal acts or injury to anyone on the Lot. Tenant and Tenant's security force shall meet annually, before the Summer Terms begin, to agree upon security protocols.

Article VI  
Taxes

Section 6.01. Taxes. Tenant agrees to pay, as Additional Rent, all of the real property taxes, if any, assessed against the Lot, that come due and payable during the Renovation Term and the Summer Terms. Provided however Landlord shall file for all available exemptions from the imposition of real estate taxes as required by law and shall take reasonable action not to let such exemptions to lapse during the term of the Lease If any such tax is payable or at the option of the Tenant may be paid, in installments (whether or not interest shall accrue on the unpaid balance), Tenant may pay the same in installments as the same respectively become due. Landlord agrees to execute any documents or instruments required to elect an installment payment of a tax if so requested by Tenant. Tenant shall also pay all personal property taxes, if any, on Tenant's personal property, if any. Tenant shall pay any local taxes that may be assessed, including any taxes on parking revenues.

Section 6.02. Proof of Payment by Tenant. Tenant shall furnish to Landlord upon written request official receipts (or copies thereof) of the appropriate authority claiming any such tax or other evidence satisfactory to Landlord, evidencing the payment thereof.

Article VII  
Discharge of Liens

Section 7.01. Discharge of Liens. If because of any act or omission on Tenant's part any lien having priority or preference over or ranking on a parity with the interest of Landlord in the Lot is filed against all or part of the Lot, then, whether or not the lien is valid or enforceable Tenant shall at Tenant's

cost, within thirty (30) days after the filing of the lien, cause the lien to be removed. However, if Tenant within the thirty (30) day period furnishes Landlord with evidence that Tenant has instituted appropriate proceedings to contest such lien, Tenant shall not be required to discharge the lien of record prior to the final determination of the proceedings, provided Tenant diligently prosecutes the proceedings. In the event of discharge of the lien of record, the cash or cash equivalents shall be paid back to Tenant; otherwise, they shall be utilized to discharge the lien.

Nothing in this Lease shall be deemed in any way as constituting the request or consent of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any material(s) or service(s) for any specific improvement, alteration to or repair of the Lot or any part thereof.

Article VIII  
Tenant's Surrender of Premises

Section 8.01. Tenant's Surrender of Premises.

- (a) Tenant agrees to deliver possession of the Lot to the Landlord upon termination of this lease.
- (b) Upon termination of this Lease, Tenant may remove any and all personal property placed on the Lot by Tenant.
- (c) If Tenant remains in possession of the Lot after termination of the Summer Terms hereof with Landlord's acquiescence and without any express agreement of the parties hereto, Tenant shall be a Tenant at will, but there shall be no renewal of this Lease by operation of law or otherwise.

Article IX  
Insurance

Section 9.01. Tenant's Liability Insurance. Throughout the Term of this Lease, Tenant shall maintain in force comprehensive general public liability insurance (including, without limitation, liability due to on-premises operations arising from explosion, collapse, and underground, with blanket contractual coverage and broad-form property damage coverage) under a policy or policies providing combined single limit coverage of One Million Dollars (\$1,000,000.00) for each occurrence on an annual

aggregate basis, together with comprehensive automobile liability Insurance (covering both bodily injury and property damage) under a policy or policies providing combined single limit coverage of One Million Dollars (\$1,000,000.00) and Worker's Compensation and Employer's Liability Insurance in such amounts as shall be required by law from time to time.

Section 9.02 Tenant's Personal Property Insurance. Tenant shall be responsible for procurement of insurance for personal property located on the Lot and Tenant shall further require any sublessee to maintain insurance for any personal property sublessee may locate on the Lot.

Section 9.03. Proof of Insurance.

- (a) All insurance provided for in this Article XI shall be written under valid and enforceable policies, issued by insurers of recognized responsibility authorized to do business in Indiana. Upon the execution of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates of any expiring policies theretofore furnished pursuant to this Article XI, originals of the policies (or, in the case of general public liability insurance, certificates of the insurers), shall be delivered by Tenant to Landlord bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment. Tenant shall deliver to Landlord from time to time upon request by Landlord certificates or other appropriate evidence of the insurance required of Landlord under this Article XI.
- (b) Nothing in this Article XI shall prevent either party from taking out insurance of the kind and in the amounts provided for under this Article XI under a blanket insurance policy or policies covering other properties as well as the Lot, as the case may be; provided, however, that any such policy or policies of blanket insurance (i) shall be written in amounts not less than the amounts required by this Article XI; and (ii) such amounts so specified shall be sufficient to prevent any one of the insured from becoming a co-insurer within the terms of the applicable policy or policies; and provided further, that any such policy or policies of blanket insurance shall otherwise comply as to the endorsements and coverage with the provisions of this Article XI.

Section 9.04. Notice of Cancellation. The insurance required by

this Article XI shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to both Landlord and Tenant and any other persons named as insured thereunder.

Section 9.05. Waiver of Subrogation. Landlord and Tenant waive all rights against each other and against those for whom the other is legally liable for all losses coverable by insurance provided for under this Article XI, it being the intent of this provision to allocate all risk of such loss to such insurance; provided, however, that this waiver shall not be effective if it would preclude or prejudice the right of Landlord or Tenant to recover under such insurance policy. If the policies of insurance provided for under this Article XI require an endorsement to provide for continued coverage where there is a waiver of subrogation, Landlord or Tenant will cause such policies to be so endorsed. Tenant shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease and provide Landlord with evidence that such waiver has been recognized by such carrier or carriers and is effective.

Section 9.06. Application of Proceeds for Lot. The proceeds of any and all policies of insurance upon the Lot maintained pursuant to Section 11.02 shall be used as a trust fund toward the repair, reconstruction, replacement, or rebuilding of the Lot. As to all other policies, the proceeds shall be paid to the insured party or parties as their interests shall appear and in proportion to their respective insured losses.

Section 9.07. Adjustment of Loss. Under all policies of insurance provided for in this Article, the loss under such policies, if less than \$100,000.00 shall be adjusted by the party obtaining such insurance and if greater than said amount, shall be adjusted by Landlord and Tenant, and the insurance proceeds shall be payable to Landlord, Tenant as their interests shall appear.

Section 9.08. General Provisions. In the event either party shall fail or refuse to obtain any insurance required by this Article XI, the other party may obtain such insurance and bill said cost to other party.

Article X  
Indemnification of Landlord

Section 10.01. Indemnification of Landlord. Tenant shall indemnify and save harmless Landlord against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect's and attorney's fees, which may be imposed upon or incurred by or asserted against Landlord by reason of any of the following occurrences during the Summer Terms of this Lease.

- (a) Any work or thing done in, on, or about the Lot by Tenant or any party acting on behalf of Tenant or at Tenant's direction other than Landlord;
- (b) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Lot or any part thereof or any street, sidewalk, curb, way or space adjacent thereto by Tenant or any party acting on behalf of Tenant or at Tenant's direction other than Landlord;
- (c) Any negligence (active, passive or by Omission) on the part of Tenant or any of Tenant's agents, contractors, servants, employees, subtenants, customers, licensees or invitees;
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Lot or any part thereof; or any street, sidewalk, curb, way or space adjacent thereto, including accidents or injuries related to the sale or consumption of alcoholic beverages;
- (e) Any failure on the part of Tenant to perform or observe any of the agreements and conditions or limitations contained in this Lease on Tenant's part to be performed and/or observed.

If any action or proceeding is brought against Landlord by reason of any such claim caused/created (in whole or in part) by Tenant, then Tenant, upon written notice from Landlord, shall (at Tenant's expense) resist or defend such action or proceeding by legal counsel approved by Landlord in writing. If Tenant has supplied Landlord with insurance policies covering any of the aforementioned risks, no claim shall be made against Tenant unless and until the insurer shall fail or refuse to defend and/or pay all or any part of such claim.

Article XI  
Assignment and Subletting

Section 11.01. Assignment and Subletting.

- (a) Tenant and/or Tenant's legal representative or successors in interest by operation of law or otherwise shall not assign its interest in this Lease or make any sublease of all or substantially all of its interest in the Lot for any period of time unless and until the consent of Landlord is obtained in writing, which consent shall not be unreasonably withheld. except to allow the use of the Leased Premises by a Summer Baseball League as provided in Section 4.
- (b) Notwithstanding any assignment of the Lease hereunder or the subletting of all or part of the Lot, Tenant and any person who at any time holds the leasehold interest hereunder (whether Tenant or any immediate or intermediate assignee therefrom) shall remain primarily and personally liable, jointly and severally, with all persons who shall have been assignees hereunder, for the performance of all of the obligations of Tenant hereunder; and any violation of any provision of this Lease, by act or omission, by any assignee, subtenant or occupant shall be deemed a violation of that provision by Tenant and/or by any one or more of the subsequent assignees.
- (c) This Lease shall create only the relationship of Landlord and Tenant between the parties hereto.

Article XII  
Default by Tenant

Section 12.01. Default by Tenant. Tenant shall be deemed in material breach of and in default under this Lease if an Event of Default on the part of Tenant shall have occurred. Any of the following events shall constitute an Event of Default on the part of Tenant, namely:

- (a) Tenant's failure to provide or pay, when due any sum or service required hereunder to be paid or performed by Tenant and Tenant fails to cure said non-performance or nonpayment within ten (10) days of receipt of written notice from Landlord; or
- (b) Tenant's failure to observe or perform any condition or promise to be observed or performed by Tenant hereunder and the continuation of such failure for ten (10) days after Landlord gives notice to Tenant



specifying the respect or respects in which Tenant is so failing to observe or perform any such condition or promise; or

- (c) Abandonment of the Lot by Tenant; or
- (d) The filing of a petition by or against Tenant (meaning in this subsection the person then holding the leasehold interest under this Agreement, whether it be the original Tenant hereunder or any assignee from the same or from another assignor) for adjudication as a bankrupt or for reorganization under existing or future bankruptcy laws; or the dissolution or commencement of any action for the involuntary (or, voluntary unless Landlord's prior consent was obtained) dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee for the property of Tenant; or the taking of possession of the property of Tenant by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or the making by Tenant of an assignment for the benefit of creditors; or the levy against Tenant's leasehold interest hereunder by judicial process; provided, however, that if any such proceeding mentioned in this subsection is involuntary against Tenant, the institution of the proceedings shall not be deemed to be an Event of Default if the proceedings are discharged within sixty (60) days; and provided further that this subsection is, of course, subject to the provision of the federal Bankruptcy Code and any other applicable law.

Section 12.02. Surrender. Upon the occurrence of any Event of Default, Landlord may terminate this Lease upon notice of such termination given to Tenant and Tenant shall quit and peacefully surrender the Lot to Landlord, and Landlord, upon or at any time after any such expiration or termination, may without further notice enter upon and re-enter the Lot and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Lot and may have, hold and enjoy the Lot and the right to receive all income of and from the same, subject to Tenants rights.

Section 12.03. Waiver of Notice. Except as to notices expressly provided for in this Lease, Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, for and on behalf of

itself and all persons claiming through or under Tenant, and Tenant further waives any and all right of redemption or re-entry or repossession in the case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord in case of any expiration or termination of this Lease.

Section 12.04. No Waiver. No failure by either Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any breach or of such agreement, term, covenant, or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Landlord or Tenant, as the case may be, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof

Section 12.05. Cumulative Remedies. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any such rights or remedies shall not preclude the simultaneous or later exercise by the party in question of any such rights or remedies, except as otherwise expressly provided in this Lease.

#### Article XIII Default by Landlord

Section 13.01. Default by Landlord. Should there be any default or breach of this Lease on the part of Landlord, Tenant shall give Landlord notice thereof, and should the Landlord fail to correct such breach or default within ten (10) days after such notice, Tenant may remedy such breach or default and deduct the reasonable costs, including interest on same, from rentals due or to become due the Landlord, or pursue any other legal or equitable remedy to which it is entitled, including, without limitation, its right to terminate this Lease. If Tenant has not been reimbursed for its reasonable cost in remedying Landlord's breach of default at the expiration of this Lease, or if the

Landlord is indebted to the Tenant because of a breach or default of this Lease at the expiration of this Lease, Tenant, may, at its option, extend this Lease on the same terms and conditions as provided herein until such costs and indebtedness is fully paid by application of all rentals thereto.

Article XIV  
Remedies of Landlord

Section 14.01. Remedies of Landlord. Subject to the terms of Section VIII the Landlord shall have the following remedies.

- (a) In the event of an occurrence of an Event of Default by Tenant under the preceding section, and at any time after ten (10) days following the occurrence of that Event of Default, Landlord may, at Landlord's option, effect the termination of this Agreement and the Lease hereunder by giving notice of termination to Tenant, and upon the giving of such notice all rights of Tenant hereunder shall terminate.
- (b) Upon any such termination of the Lease hereunder, Tenant shall peacefully surrender The Lot to Landlord, and Landlord, upon or at any time after such termination, may without further notice re-enter the Lot and take possession thereof by force, summary proceedings, ejectment or otherwise, and dispossess and remove Tenant and all other persons and property from the Lot and hold and enjoy the same and the right to receive all rental income therefrom subject to Section VIII.
- (c) At any time, or from time to time, after any such termination, Landlord may re-let the Lot or any part thereof for such term or terms (which may be greater or less than the period that would otherwise have constituted hereunder) and on such conditions as Landlord in Landlord's sole discretion may determine and may collect and receive the rents therefore.
- (d) No such termination of the Lease hereunder pursuant to this section (i.e., in consequence of an Event of Default) shall relieve Tenant of Tenant's liabilities and obligations under this Agreement that shall survive such termination.
- (e) Tenant waives (so far as permitted by law) the service of any notice of intention to re-enter provided for in any statute for and on behalf of Tenant and all persons claiming through or under Tenant, and Tenant also waives any and all rights of redemption or re-entry or repossession in case Tenant shall be

- dispossessed by a judgment or by warrant of any court or judge or in the case of re-entry or repossession by Landlord or in case of any termination of this Lease.
- (f) No failure by Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such agreement, term, covenant or condition, or preclude Landlord from thereafter pursuing any remedy for either that breach or occurrence or a subsequent breach or occurrence. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified by Landlord except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
  - (g) In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions herein contained, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.
  - (h) Each right and remedy provided for Landlord in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for herein or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies herein provided or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies herein provided for or now or hereafter existing at law or in equity or by statute or otherwise.

#### Article XV

#### Landlord's Right to Perform Obligations of Tenant

#### Section 15.01. Landlord's Right to Perform Obligations of

Tenant.

- (a) If Tenant shall at any time fail to pay for any tax, to procure and apply for any insurance policy, or shall fail to make any other payment or perform any other act, on Tenant's part to be paid, made or performed, then, Landlord, after ten (10) days notice to Tenant (or without notice in case of an emergency), and without waiving or releasing Tenant from any of Tenant's obligations herein contained and without waiving Landlord's right to take such action as may be permissible under this Lease as a result of any such breach by Tenant, may, but shall not be obligated to, (i) pay any such tax, or (ii) procure, pay for and/or maintain any such insurance, or (iii) make any other payment or perform any other act on Tenant's part to be made or performed as in this Lease provided, and Landlord may enter upon the Lot for any such purpose, and take all such action thereon as may be necessary therefore.
- (b) All sums so paid by Landlord and all costs and expenses incurred by Landlord, including, without limitation, reasonable attorneys fees, in connection with the performance of any such act shall constitute additional rent payable by Tenant under this Lease, and Tenant shall pay the same to Landlord on demand.

Article XVI  
Quiet Enjoyment

Section 16.01. Quiet Enjoyment. Tenant, upon paying all rent and other charges provided for herein and performing and observing all promises and conditions of this Lease on Tenant's part to be performed and observed, shall quietly have and enjoy the Lot during the Summer Terms of this Lease without hindrance or molestation by anyone claiming by, through or under Landlord as such, subject, however, to the exceptions, reservations, and conditions of the Lease herein.

Article XVII  
Notices

Section 17.01. Notices. All notices, demands, or other communications or documents required or permitted to be given shall be in writing and shall be deemed to have been duly given or delivered if and on the date when either hand-delivered or sent by registered or certified mail, with the proper postage

and registry fees prepaid, delivered at or mailed to the parties at the following addresses:

INDIANA STATE UNIVERSITY

SYCAMORE FOUNDATION HOLDINGS, INC.

Diann E. McKee  
Vice President for Business  
Affairs and University Treasurer  
Rankin Hall, Room 200  
Terre Haute, Indiana 47809

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

Copy to:

Melony A. Sacopulos  
General Counsel,  
Indiana State University  
Parsons Hall, 223  
Terre Haute, Indiana 47809

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article XVIII  
Miscellaneous

Section 18.01. Miscellaneous. The section headings herein are inserted only for convenience and shall not be construed to limit the scope or meaning of the various sections of this Agreement. "Person" means herein any individual, firm, trust, corporation, partnership and fiduciary or other entity. Except as herein otherwise expressly specified to the contrary, the benefits of this Agreement shall inure to and the obligations hereof bind the successors and assigns of the respective parties hereto. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Time is of the essence of this Agreement. No indulgences granted or permitted by Landlord to Tenant in enforcing the payment of rent or in enforcing the provisions of this Agreement in any other particular shall be held to be a waiver of Landlord's right or rights to thereafter rely upon any term of this Agreement or to pursue any remedy allowed Landlord either under the terms of this Agreement or at law or equity. Whenever either party's prior consent or approval to any act is required by the terms of this Agreement, such consent shall not be unreasonably withheld. The provisions of this section are also of the essence of the contract represented by this Agreement and are for the purposes of insuring and guaranteeing the prompt and continued

enforcement of its provisions of so desired by Landlord. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to whom it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Use of the masculine includes the feminine or neuter, and the singular includes the plural, or vice versa, wherever appropriate to the context. Neither this Agreement nor any term(s) hereof shall be strictly construed against any party hereto. Each referenced exhibit is hereby made a part hereof as if set forth fully in the body of this Agreement.

Section 18.02. Required Approvals. All provisions included in this Agreement are subject to review and approval by any person, agency, board, commission or other body, the approval of whom or which is a requirement for the action to be valid and legal.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first herein above mentioned.

LANDLORD  
For: Indiana State  
University

TENANT  
For: Sycamore Foundation  
Holdings, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_



Exhibit A

The Lot shall be defined as Lot Numbers Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) in John Britton's Subdivision of Lot Number 60 in the Subdivision of School Section Sixteen (16), Township Twelve (12) North, Range 9 West.

Also any vacated right way located adjacent to said Lots.