

File

MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

FEBRUARY 22, 2002

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MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

FEBRUARY 22, 2002

The Indiana State University Board of Trustees met in regular session at 9:00 a.m. on Friday, February 22, 2002, in the State Room, Tirey Hall.

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

President Benjamin, Vice Presidents Pontius, Quatroche and Schafer and Interim Vice President Elsey were present. Also attending were Ms. Melony Sacopulos, Interim Treasurer and General University Counsel, Dr. Jerry Cerny, Chairperson, University Faculty Senate, Ms. Wandell Gabey, Chairperson, Support Staff Council and Ms. Kristin Garing, President, Student Government Association.

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

SECTION I

A. APPROVAL OF THE MINUTES (Mrs. House)

On a motion by Mr. Shagley, seconded by Mr. Dooley, the minutes of the January 17, 2002 meeting were approved as presented.

B. DATES OF NEXT MEETING (Mrs. House)

The dates for the next meeting are April 25-26, 2002.

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

Mrs. House reported that on January 18 and 19 she and Trustee Dooley met with the governance task force. This initiative is part of the self study for reaccreditation by the North Central Association. The governance issue was listed in the strategic plan as Goal #4, Institutional Decision Making. The Board has charged Dr. Benjamin to convene a small group for discussion of this issue and report back to the Board. Robert Atwell, a consultant with the Association of Governing Boards met with the task force. Mrs. House and Mr. Dooley were pleased to be part of the task force. There was good and constructive communication. Dr. Atwell commented that he thought there was mutual respect with opinions expressed which contributed to a better understanding. The goal is to conduct University business in a timely manner.

Mrs. House expressed appreciation to Dr. Benjamin and the task force for their efforts in addressing these issues and suggested that a report be presented in the future.

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

President Benjamin thanked members of the governance task force including Trustees Dooley and House. Bob Atwell did an excellent job in facilitating the sessions. The task force has met twice this semester, and the results of these meetings have been very constructive. The group has reached consensus on several important issues concerning shared governance on campus. At the forefront of awareness is the belief that shared governance is strengthened when it works well. Issues identified for additional work include: redefining definitions in the shared governance structure that impact the way constituent groups work together; amending inconsistent or incorrect provisions in written documents so there is no divergence between what is represented and what is done; and enhancing all parties understanding and basic requirements for good communication. It was suggested that sub-committees might be formed so that consideration of these issues can take place concurrently. It is contemplated that membership on the sub-committees would be broader than the task force, and that sub-committees could interface with appropriate campus constituencies as the work progresses so that the report back to the task force could contain a work product virtually finished. It is hoped the task force might complete its work by August.

University Medallion Recipients and Other Recognitions

Dr. Benjamin introduced the Executive/Administrative/Professional Staff University Medal Recipients:

Charles Brown, Coordinator of Student Programs and Director of the African American Cultural Center.

Teresa DuBois Exline, Executive Director, Public Affairs.

Kenneth Janz, School of Education, Director of Instructional and Information Technology Services.

Diann McKee, University Budget Officer.

Rose Ann Toulson, Director, Technical Telecommunications, and Networking.

Dr. Benjamin then introduced Arthur Feinsold, Chairperson of the Department of Theatre. The Kennedy Center American College Theater Festival invited our Department of Theater to perform its "Performing My Life," a student written ensemble project, at this year's region 3 festival held in Evansville in January. This production was seen by hundreds of faculty and students from throughout the region as well as by the national selection team from the Kennedy Center. While this production will not be one that is invited to perform at this year's national festival in Washington, D.C., in April, he congratulated this group of 10 students on their creative work and exciting presentation.

Bob Warn, Men's Baseball Coach, has been selected for induction into the American Baseball Coaches Association's Hall of Fame. This induction ceremony will take place during the association's convention in San Diego in January 2003. Coach Warn has had a most distinguished career and no one is more deserving of this honor.

Three student athletes were named to the Missouri Valley Conference Women's Basketball Scholar-Athlete Team – Senior April Kirby and Junior Kourtney Mennen were named to first team. Junior Kristin Steward was named to second team. ISU was tied with Bradley for the most athletes named to the first team. Georgia Bottoms, a two-time winner, was the only previous MVC scholar-athlete honoree in ISU school history.

Three men's basketball players have been named to the MVC all academic squads – Djibril Kante named to the first team; Kelyn Block and Terrance Avery named to the second team. Congratulations to these scholar-athletes and their coaches.

Campus Retreat

A two day campus retreat was held on February 1 and 2. The purpose was to deal with identifying a marketing niche for ISU. Three external individuals joined the discussion concerning external forces currently impacting higher education in Indiana and how to examine models leading to unique marketable identity.

Ken Sauer from the Indiana Commission for Higher Education spoke from the perspective of the CHE and the state's commitment to a community college system.

State representative Sue Scholar spoke from the perspective of members of the General Assembly on ways to address critical higher education needs of the State.

Drew Furuness, ISU alumnus and guidance counselor from Merrillville, spoke about how ISU is viewed by guidance counselors, school superintendents and

high school students around the State. He made it clear we need to enhance our presence around the State.

State Budget Issues

President Benjamin reviewed the State's financial picture. House Bill 1004 contains \$29 million in permanent reductions in base operating appropriations for universities. The Senate has not finalized changes in House Bill 1004.

It is not possible to recommend student fee increases or compensation increases for 2002-03 until there is a better understanding of what will happen at the state level. Each one per cent increase in student fees equates to approximately \$270,000 of gross fee revenue. Each one per cent increase in salary for all employee groups equates to approximately \$650,000.

Unavoidable budget items for 2002-03 include a ten per cent increase in University share of health insurance premiums (\$900,000), utilities (\$100,000 base operating plus \$100,000 residential life), and property and casualty insurance (\$25,000). As part of the 2001-02 budget process, each vice presidential division was asked to identify a potential one per cent reallocation to a central pool for 2002-03. Each division is being asked to review and present final recommendations for the 2002-03 reallocations. A primary goal is to maintain staff positions as the finance staff works out various scenarios.

Dr. Benjamin commented that in the overall budget planning process, he assures the Board and students that student interests will be kept in mind as fee recommendations are considered. Students have two seats on the President's Planning and Resources Committee, and at the committee's last meeting Kristin Garing spoke to this issue and indicated that the typical student probably does not fully understand the State's financial crisis, and how it may impact students.

Enrollment

The enrollment for Spring 2002 is 4.35 per cent higher than Spring 2001. It is the highest since Spring 1996. Credit hour total is up by 4.14 per cent, the highest since Spring 1994. The total FTE is up 4.17 per cent, the highest since Spring 1994. New freshmen, new transfers and new graduates are up. President Benjamin felt these are positive signs.

Searches

Three candidates for the position of Vice President for Student Affairs and Dean of Students have been invited to campus between February 24 and March 7.

Four candidates for the position of Vice President for Finance and Business Affairs will be coming to the campus between March 18 and 28.

The search for the Dean of the School of Business is nearly completed. The search for the Dean of the College of Arts and Sciences is coming to a close and the search for the Dean of Graduate Studies is beginning.

Mr. Bonds was pleased by the work on the searches, and he challenged the administration to make sure the pool of candidates includes minorities and females. He expressed disappointment with some past searches. He felt this is a key opportunity to make sure minorities and females are included in the process.

US Open University

ISU will not be continuing the relationship with the US Open University. The initiative was not successful. Students will not be disadvantaged, and the University will not be adversely impacted financially. That relationship did afford the opportunity to develop the curriculum and gain experience in enhancing teaching through distance education.

Hyatt Palma Report

The Hyatt Palma Report on downtown redevelopment has been received. Dr. Benjamin indicated he and Wieke are very interested. ISU figures in a number of critical ways. The report notes how ISU can do much to develop the downtown area. An arts corridor is suggested and the report indicated the City needs to work with the University. President Benjamin has asked Kevin Runion, Associate Vice President for Facilities Management, to serve as his designee.

Dr. Zietlow thought the Sycamore Leaves project might be incorporated.

Advancement Report

Vice President Quatroche presented an advancement report and distributed copies of the latest Campus Connection.

Fund raising is improving; major gifts are more than anticipated. Individuals are making significant gifts to the University. The goal is \$6.1 million and currently the figure is approaching \$4 million.

A recent gift of \$450,000 was received from Lucille Failing, a former Librarian at the University School who received her bachelor and masters degrees at ISU. This gift is to be used for alumni scholarships.

President and Mrs. Benjamin, John Newton, Director of Alumni Affairs, and Dr. Quatroche traveled in January and the first of February to a number of cities in Florida, to San Francisco, Arizona and Texas. Mr. and Mrs. House also hosted an event in Naples, Florida. The alumni met across the country felt very strongly about the University. There are now 22 functioning alumni clubs.

Dr. Quatroche also commented on the visit with Dr. Cloyd Anthony at his home in Florida during which the honorary degree was presented. He is 100 years old and was very impressed with the visit of the President.

The Indianapolis ISU Foundation Office is in full operation. Individuals are encouraged to utilize that office as part of their work with the University. The integrated marketing plan for the University is moving forward. An advertising firm from Chicago has been hired to assist.

Mrs. House thanked Dr. Quatroche for all the work being done in the advancement area.

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

Dr. Cerny reported that the University Faculty Senate has met twice since the last Board of Trustees meeting and approved memorial resolutions for Albert Fyfe, Thomas Headley, and Jacob Cobb; approved several curriculum proposals; and a change in the School of Business Constitution.

Senate committees have reviewed and provided feedback to the Provost on preliminary reports dealing with summer school administration and the status of chairpersons. The Senate also accepted a report suggesting modifications in select standing committee and Senate procedures to allow scheduling of meetings during the summer under direction of the Senate Executive Committee. A sub-committee of the Senate Executive Committee continues to examine University Handbook language related to workload policy and grievance procedures.

Dr. Cerny noted that several stressful incidents have taxed the resiliency and resources of the University and the character and the steel of students, faculty, and staff. The death of a student is an especially tragic event that affects family, friends, mentors, and indeed the whole campus community. He expressed appreciation to all those involved in helping students and staff in coping. At the same time, such a tragedy reminds us of the very serious issues that professional staff and faculty may be called upon to deal with on a daily basis.

Virginia State University is re-constituting its faculty senate and has inquired about the structure of faculty governance at ISU. The AAUP central office

identified Indiana State University as one of four institutions that provides an exemplary model of faculty governance; the other three were the University of Tennessee, Auburn University, and Bradley University. Dr. Cerny was pleased with the recognition noted by AAUP and to share with others that ISU has an effective and reasonably efficient model of faculty governance.

University Faculty Senate elections will occur soon. Nominees for election have been asked to submit short statements that will be available on the web so that voting faculty can better appreciate candidate positions on important issues. Dr. Cerny was pleased by the wide representation and the strength of the candidates as well as the commitment faculty maintain to a strong and agile governance process at Indiana State University.

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

Ms. Garing commented that this is her last official meeting with the Board. SGA elections are scheduled next week. She will be back at the April meeting to introduce the new SGA officers.

She felt the past two years have been a wonderful and enlightening experience for herself and the vice president. She thanked the Board for their help and support.

She noted that no matter where she goes in the future she will always be proud to say ISU is her alma mater. She also offered to work to recruit students and be an active alumna.

Mrs. House congratulated Kristin on a job well done over the past two years.

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

Mrs. Gabey reported that ten members of the support staff attended the two-day campus retreat. As the process continues to identify what will make Indiana State University the "best public comprehensive institution" in the Midwest, support staff appreciate being included. The support staff representative on the governance study committee likewise reports the work being done is all encompassing and most worthwhile.

Applications for support staff scholarships to qualifying members or relatives of support staff who are pursuing degrees at Indiana State University.

A special Valentine issue of the Support Staff Newsletter was prepared to honor those support staff who currently serve or have served in branches of military service that are responsible for protecting our freedom. All should thank these persons as they do their jobs on campus.

H. HIGH SCHOOL SUMMER HONORS PROGRAM FEES (Ms. Sacopulos)

The High School Summer Honors program is a two-week intensive program designed for academically talented high school students to explore specific areas of academic interest under the teaching guidance of Indiana State University faculty. The fees charged are designed to assist in offsetting the cost of the program.

The fees recommended for Summer 2002 are as follows:

	In-State		Out-of-State	
	<u>2001</u>	<u>2002</u>	<u>2001</u>	<u>2002</u>
Room and Board	\$270.00	\$278.00	\$270.00	\$278.00
Summer Honors	\$225.00	\$246.00	\$212.00	\$246.00
General Fund	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Tuition	<u>-0-</u>	<u>-0-</u>	<u>\$368.00</u>	<u>\$388.00</u>
Total	\$510.00	\$539.00	\$865.00	\$927.00

Recommendation: Approval of the High School Summer Honors Program fees for Summer 2002.

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

I. RESIDENCE HALL/UNIVERSITY APARTMENT RATES (Dr. Elsey)

In order to produce timely cost information for prospective students and returning students with less than 56 academic credits, room and board rates need to be established for the 2002-03 academic terms. Residential Life is proposing a combined rate increase of 4.3 per cent effective August 17, 2002. A 3.5 per cent increase is needed to sustain the operation of the residential housing and dining facilities, and an additional 0.8 per cent is requested to assist the University with utility costs. The rate proposal is presented in Exhibit A.

Recommendation: Approval of the residence hall rates and University Apartment rental rates for 2002-03, effective August 17, 2002, as presented in Exhibit A.

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

J. ISU DINING SERVICES AGREEMENT (Dr. Elsey)

In 1989, Indiana State University entered into an agreement with the Marriott Corporation (now Sodexo Services) to provide food service to the ISU campus. This agreement coincided with the development of the Hulman Memorial Student Union Commons, and drastically changed dining services on the ISU campus. Since then, the quality of food service to all campus constituents has been enhanced, and services have been expanded.

In the fall of 2001, a Request for Proposal was issued, and two responses were received from food service contract companies. A committee of stakeholders including students, faculty, and staff reviewed the proposals, received presentations, and recommended that the University negotiate with Sodexo services. These negotiations have culminated in the proposed agreement and lease, to commence July 1, 2002, as presented in Exhibit B.

Recommendation: Approval of the proposed agreement and lease in substantially final form as presented in Exhibit B, subject to legal approval.

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

K. FOOD SERVICE FACILITIES REMODELING (Dr. Elsey)

An essential element of the Sodexo dining service proposal is the remodeling of several dining facilities including the HMSU Commons (\$875,000), Lincoln Quad Dining (\$950,000), and Sycamore Towers Dining (\$700,000). Additionally, a number of smaller renovation or construction projects may be included in this process. The combined estimated cost of these several projects is \$2,800,000. University Dining Services proposed to finance these projects using reserves accumulated over the past several years for this purpose. Additionally, the Sodexo proposal includes a provision to commission (or rebate) \$2,080,000 to the University over the four-year life of the contract. The net cost to the University Dining Services reserves will be approximately \$800,000.

Recommendation: Approval to use dining service reserve funds to begin planning and construction for three major remodeling projects in the Indiana State University Dining Services in Lincoln Quad Dining, HMSU Commons, and Sycamore Towers Dining with any rebate funds to be deposited in University Dining Services reserves.

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

L. PURCHASE OVER \$250,000 (Mr. Schafer)

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

Jungclaus Campbell Company, Inc., P0038529, \$351,300, renovation of the Lincoln Quad northside. This is the lowest bid that met specifications.

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

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

M. IN MEMORIAM (Mr. Schafer)

Recommendation: Acceptance of the resolutions and acknowledgement of service.

Executive/Administrative/Professional Staff

Jacob E. Cobb, Dean Emeritus of the School of Graduate Studies and Professor Emeritus of Education, died on January 23, 2002. A resolution is presented in Exhibit C.

Support Staff

Clara B. Campbell, Facilities Management Custodian (retired), died on January 12, 2002. A resolution is presented in Exhibit D.

Belvia Victorrene Montgomery, Residential Life Food Service (retired), died on January 21, 2002. A resolution is presented in Exhibit D.

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

Residence Hall and University Apartments Rate Proposal for 2002-2003

Residential Life is proposing a two-part rate increase for 2002-2003. A 3.5% increase is proposed to meet Residential Life's operational requirements. A 0.8% increase is needed to assist the University in meeting increased utility costs. This is a total rate request proposal of 4.3%.

The operational portion of the rate increase is needed to cover the increased cost of food, full-time employee wages, fringe benefits and supplies for Dining Services and Residential Life. Both Housing and Dining Services will continue payment into the Housing/Dining capital reserve. Phase two of the 2.2 million dollar project at Lincoln Quad will include the installation of new energy-efficient windows, enhancement of the appearance of the stairwells, a new roof and landscaping of the front entrance to make it accessible.

On July 1, 2002 Food Service will begin a new four-year contract with Sodexo Services (formerly Sodexo Marriott). The details of the new arrangement include an inflationary increase to Sodexo for salaries, food etc. combined with an increase in ISU's rate to cover utility, retired medical and property insurance expenses. Extensive remodeling and the creation of several new dining concepts will be completed in the first two years of the new contract.

In addition to making a substantial investment in energy efficient renovations, Residential Life and Dining Services will contribute an additional \$100,000 to Indiana State University's utility budget to assist in paying utility charges. We will also pay an additional \$135,000 for insurance coverage. Additionally, we will install fire alarm horns in each room in Blumberg and Cromwell Halls. This is a life-safety issue and will cost \$80,000.

The new rate for students with less than 56 academic credit hours would be \$4998.00. The rate with 56-86 credit hours would be \$4788.90 and students with 87 or more hours, including graduate students will pay \$4603.60. The proposed rate for single room occupancy will be \$782.00/year. The new residence hall rates will become effective August 17, 2002.

Residential Life is continuing with our proposal to bring the pricing for University Apartments in line with community rates. We are proposing increases ranging from \$4.00/month for a one-bedroom unfurnished apartment in Units III & IV to \$26.00/month for a one-bedroom furnished apartment in Unit I (see attached rate chart). This year we will also be changing our policy on air conditioners in Units I & II. We will leave air conditioners in the windows year-around and spread the charges over 12 months. This fee will also fund an additional stock of air conditioners needed to furnish all apartments. The roof of Unit IV is scheduled for replacement. Kitchen renovations will continue as apartments become available.

INDIANA STATE UNIVERSITY
 Residence Hall Rate Proposal for 2002-03
 Effective August 17, 2002

All Halls Except Lincoln Quad. & Hines/Jones Hall

	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Room and Standard Board Plan	4,304.40	4,433.60	4,603.60	4,788.90	4,998.00

Lincoln Quad.

Room and Standard Board Plan	4,423.40	4,556.00	4,729.40	4,907.90	5,117.00
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Hines/Jones Hall

Room and Standard Board Plan		4,688.60	4,868.80	5,043.90	5,253.00
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Optional Accommodations

Commons Advantage	357.00	357.00	357.00	357.00	357.00
Combo Advantage	228.82	228.82	228.82	228.82	228.82
Credit Advantage	156.06	156.06	156.06	156.06	156.06
Single Room	654.50	680.00	741.20	765.00	782.00
2-Student in 21 Room (Mills-Blumberg)	306.00	317.90	317.90	317.90	326.40
1-Student in 21 Room (Rhoads-Cromwell)	306.00	317.90	317.90	317.90	326.40
L.Q. - D Room (Single Occupancy)	714.00	741.20	741.20	765.00	782.00

INDIANA STATE UNIVERSITY
University Apartments Rate Proposal for 2002-03
Effective August 1, 2002

Student Rate: monthly

<u>100 Farrington Street: Unit 1</u>	<u>2001-02</u>	<u>Increase</u>	<u>2002-03</u>
One Bedroom Furnished Apartments	\$409.00	26.00	\$435.00
Two Bedroom Furnished Apartments	466.00	24.00	490.00
 <u>200 Farrington Street: Unit 2</u>			
One Bedroom Unfurnished Apartments	349.00	11.00	360.00
Two Bedroom Unfurnished Apartments	420.00	10.00	430.00
 <u>201 Crawford Street: Unit 3</u>			
One Bedroom Unfurnished Apartments	396.00	4.00	400.00
Two Bedroom Unfurnished Apartments	465.00	0.00	465.00
Three Bedroom Unfurnished Apartments	550.00	0.00	550.00
 <u>101 Crawford Street: Unit 4</u>			
One Bedroom Unfurnished Apartments	396.00	4.00	400.00
Two Bedroom Unfurnished Apartments	465.00	0.00	465.00
Three Bedroom Unfurnished Apartments	550.00	0.00	550.00

Faculty/Staff Rate: monthly

<u>100 Farrington Street: Unit 1</u>			
One Bedroom Furnished Apartments	505.00	0.00	505.00
Two Bedroom Furnished Apartments	544.00	16.00	560.00
 <u>200 Farrington Street: Unit 2</u>			
One Bedroom Unfurnished Apartments	458.00	-28.00	430.00
Two Bedroom Unfurnished Apartments	500.00	0.00	500.00
 <u>201 Crawford Street: Unit 3</u>			
One Bedroom Unfurnished Apartments	520.00	-50.00	470.00
Two Bedroom Unfurnished Apartments	560.00	-25.00	535.00
Three Bedroom Unfurnished Apartments	701.00	-81.00	620.00
 <u>101 Crawford Street: Unit 4</u>			
One Bedroom Unfurnished Apartments	520.00	-50.00	470.00
Two Bedroom Unfurnished Apartments	560.00	-25.00	535.00
Three Bedroom Unfurnished Apartments	701.00	-81.00	620.00

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MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of this February 22, 2002, by and between INDIANA STATE UNIVERSITY BOARD OF TRUSTEES ("ISU"), a body corporate and politic, and SODEXHO SERVICES OF INDIANA LIMITED PARTNERSHIP ("Sodexho"), an Indiana corporation, who agree as follows:

ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 Purpose Of Agreement. This Agreement sets forth the terms and conditions upon which ISU retains Sodexho to manage and operate Food Service for ISU's students, faculty, staff, employees and invited guests.

1.2 Independent Contractor. Sodexho shall be an independent contractor and shall retain control over its employees and agents. ISU may make reasonable regulations with regard to the Food Service, and Sodexho shall comply therewith promptly upon written notification. The authorized representatives of ISU shall have access to the Food Service facilities at all times.

1.3 Previous Agreements. This Agreement supersedes any and all previous agreements relating to the subject matter as specified in Section 1.1 herein.

1.4 Confidentiality. To the extent allowed by Indiana State Law, the terms and conditions of this Agreement are confidential. ISU and Sodexho represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement.

ARTICLE II DEFINITIONS

2.1 Accounting Period. Sodexho's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2.2 Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises. Food Service shall include the following: Resident Dining Program, Retail Sales, Catering and Concessions.

2.3 Charge. A fee established by Sodexho for goods or services provided by Sodexho.

2.4 Net Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, excluding sales taxes.

2.5 Operating Expenses. All costs, Charges and expenses incurred in connection with the Food Service operation including, but not limited to, the following:

A. The invoiced amounts to Sodexho of goods, including food, beverages, merchandise, and supplies plus a Charge for procurement services equal to six tenths percent (.6%) of such invoiced amounts. Operating Expenses shall be net of any rebates obtained from local vendors, suppliers, or distributors for goods procured specifically for ISU's account. Prompt payment discounts and any other rebates or allowances obtained from vendors, suppliers, or distribution companies, including those obtained through Sodexho's national or regional purchasing arrangements based on Sodexho's total purchases, will be retained by Sodexho. In any event, however, the total of the invoiced amounts of such goods and the procurement Charge shall be competitive, on an aggregate basis, with prices at which such goods and services can be purchased in the geographic area of the Food Service operations;

B. Labor, including salaries (including bonuses, if any), wages, taxes, benefits, relocation expenses, payroll administration, retirement plans, and the cost of administering all such plans and services;

C. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investments (as further defined) made pursuant to the terms of this Agreement, decor, signage, and other items purchased on behalf of the Food Service, commissions paid, accrued funds, Charges for workers' compensation, general liability insurance and other insurance maintained pursuant to this Agreement, based on average manual rates for such insurance in the geographic area of the Premises, out-of-pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer(s) temporarily assigned to the Premises, sales, use, and other taxes related to the Food Service (other than taxes collected and remitted by Sodexho to a taxing authority), and costs of licenses, permits, certifications, information systems, software and software maintenance, armored car services, fees charged to Sodexho for credit or debit card sales, bank service fees (net of any interest) for depositing receipts from the Food Service operations, marketing and promotional or proprietary materials including CrossRoads Cuisines[®] signage and related materials, uniforms and linen, flowers, decorations, Smallwares, minor equipment, repair and maintenance of Sodexho-supplied equipment and other services used in the Food Service operation.

2.6 Premises. ISU's Food Service facilities located on the campus of Indiana State University, Terre Haute, Indiana 47808.

2.7 Smallwares. Dishware, glassware, flatware, utensils and similar items.

2.8 Surplus. The excess of Gross Sales over the total of Operating Expenses.

ARTICLE III
TERM, TERMINATION AND EXCLUSIVITY

3.1 Term and Termination.

A. The term of this Agreement is (4) years, commencing on July 1, 2002, and shall be subject to two (2) subsequent four-year renewals upon the mutual agreement of the parties, unless terminated by either party as hereinafter provided.

B. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

C. Either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other party.

3.2 Effect Of Termination.

A. All outstanding amounts owed Sodexho shall become due and payable immediately upon notification of termination by ISU. ISU shall pay Sodexho in full each week for services performed during the prior week. Such payments shall be made no later than Friday of the week succeeding the week in which the work is performed. In the event ISU fails to timely make any payment hereunder, Sodexho immediately may cease to provide Food Service.

B. If the Agreement is terminated, ISU shall reimburse Sodexho for the unamortized portion of Sodexho's Investment relating to the Services.

3.3 Food Service Exclusive. ISU grants Sodexho the exclusive right to operate Food Services in ISU's Hulman Memorial Student Union, Heritage Lounge and Heritage Ballroom, and at such other locations as is mutually agreed upon by the parties. ISU grants Sodexho and its affiliates the right to bid on the procurement of furnishings, fixtures and equipment and on the provision of design services related to the Premises on terms to be agreed upon.

ARTICLE IV
EMPLOYEES

4.1 Sodexho Management Employees. Sodexho shall provide management employees to supervise all Food Service employees.

4.2 Sodexo Nonmanagement Employees. All nonmanagement Food Service employees shall be Sodexo Employees, except for ISU's employees described in Section 4.3. Sodexo shall consider ISU's employee policies and practices when establishing policies and practices for Sodexo employees.

4.3 ISU Student Employees. All student employees working less than 20 hours per week shall be employees of ISU. Sodexo shall pay ISU one hundred percent (100%) of the amount of direct hourly wages and applicable taxes paid by ISU to student employees working in Food Service operations.

4.4 Student Employee Wages. Student employees on ISU's payroll shall be compensated at an hourly wage rate comparable to the rate paid for other student employees on campus. Such wage rate shall not be increased without the mutual agreement of the parties, unless required by applicable law, regulation, ordinance or court order.

4.5 Removal of Sodexo Employees. ISU shall retain the right to request the removal of any Sodexo employee from providing the Food Services at ISU's Premises, provided however, that any such request shall be made in writing, shall not violate any applicable Federal, State or local employment laws, and shall be administered in accordance with Sodexo's personnel policies and procedures.

4.6 Personnel Obligations. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms.

4.7 Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. In addition, each party affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; The Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE V
INVENTORIES, PREMISES, EQUIPMENT AND MAINTENANCE

5.1 Premises and Equipment. ISU shall furnish at its expense, Premises and equipment including but not limited to kitchen equipment, suitably furnished office space and fire extinguishing equipment. Sodexho shall take reasonable and proper care of the facilities and return them to ISU at termination of the Agreement. Sodexho shall provide a safe for temporary holding of funds.

5.2 Condition of Premises and Equipment. The Premises and equipment provided by each party for use in the Food Service operation shall be in good condition and maintained by the providing party to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). ISU agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of ISU and shall be at the ISU's expense. This provision shall survive the termination of this Agreement.

5.3 Sanitation and Janitorial Service. The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

A. Sodexho's Responsibilities. Sodexho shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas. Sodexho shall clean floors and tops of tables and chairs in the dining area, and transport refuse to designated refuse collection areas. Sodexho shall be responsible for housekeeping and sanitation in customer traffic areas including dining area and the cleaning of all windows, walls, ceilings, ceiling fixtures, drapes, fixtures, air ducts and hood vent systems (per local ordinance), and pest control.

B. ISU's Responsibilities. ISU shall provide and maintain adequate fire extinguishing equipment for the Premises and shall be responsible for removal of refuse from refuse collection areas. ISU shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Sodexho.

5.4 Maintenance. ISU shall, at ISU's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and ISU-owned equipment in the Resident Dining facilities.

5.5 Inventories of Food, Beverages and Supplies. Sodexho shall own and provide all inventories of food, beverages and supplies. Upon expiration or termination of this Agreement, ISU shall purchase or shall cause the successor food service contractor to purchase any remaining useable inventories at Sodexho's invoice cost.

5.6 Inventory of China and Smallwares. ISU and Sodexho jointly shall inventory all china, if any, and Smallwares owned by ISU and shall agree as to required

inventory levels. Any inventories below agreed upon levels shall be brought up to such levels at ISU's expense. If at any time Sodexo is to provide additional Services not provided for herein, ISU shall be responsible to increase, at its own expense, the inventories required for the additional service(s). Sodexo shall maintain the required inventory levels and charge the expense of replacements as an Operating Expense.

5.7 Vehicle. Sodexo shall provide vehicles as needed for use in the Food Service operation. Sodexo shall be responsible for the vehicle's gas, oil, maintenance, repair, and automobile liability insurance as an Operating Expense.

5.8 Telephone Expenses. Sodexo shall be responsible for telephone and data line installation costs and for all local and long distance telephone billings.

5.9 Meal Program Identification System. ISU shall be responsible for all costs related to the electronic meal program identification system, including hardware, software, and on-going supplies. Sodexo shall be responsible for the annual CBORD licensing and maintenance fees.

5.10 Utilities. ISU shall be responsible for the cost of utilities consumed in the Resident Dining operations and Hulman Center.

ARTICLE VI RESIDENT DINING PROGRAM

6.1 Service And Locations. Sodexo shall provide Food Service for ISU's resident dining patrons at the Premises and at such other locations as ISU and Sodexo shall agree.

6.2 Resident Meal Plans. Meals for ISU's resident dining patrons shall be provided in accordance with the meal credit system. This system provides that students purchase food credits to be spent on a declining balance basis for admission to each meal. The meal plans identified below have been selected for the 2002-2003 academic year. Future meal plans may be mutually agreed upon in writing by the parties.

- Meal Plan A – Standard:
1,309 credits & \$102.00 Commons Cash per semester
- Meal Plan B – Credit Advantage:
1,768 credits & \$102.00 Commons Cash per semester
- Meal Plan C – Commons Advantage
1,309 credits & \$280.00 Commons Cash per semester
- Meal Pan D – Combo Advantage
1,632 credits & \$161.50 Commons Cash per semester
- Meal Plan E – Hall Staff
1,734 credits & \$102.00 Commons Cash per semester

Any remaining balances of credits and/or Commons Cash dollars at the end of the Fall semester may be transferred to the Spring semester. Any remaining balances of credits and/or Commons Cash at the end of the Spring semester shall be handled as follows:

- If the plan holder moves out of ISU's resident housing, the plan holder will forfeit all remaining balances on his/her meal plan card.
- If the plan holder remains in ISU resident housing for the upcoming Fall semester, the plan holder's remaining Commons Cash will be transferred dollar for dollar onto his/her meal plan for the upcoming Fall semester. Any remaining credits will be transferred into Commons Cash at the rate of \$0.17 per credit.

6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2002-2003 resident dining calendar:

<u>Meal Plans</u>	<u>Tier 1 Rate</u>	<u>Tier 2 Rate</u>	<u>Tier 3 Rate</u>
Meal Plan A	\$57.90	\$56.70	\$55.60
Meal Plan B	\$62.49	\$61.29	\$60.19
Meal Plan C	\$68.40	\$67.20	\$66.10
Meal Plan D	\$64.63	\$63.43	\$62.33
Meal Plan E	\$59.85	n/a	n/a

Rates for the above Meal Plans are for each resident dining patron for each week during the 34-week 2002-2003 resident dining calendar.

For purposes of this provision, the Tiers are defined as follows:

Tier 1: Those students holding 0 - 55 academic credits as of the start of the Fall '03 semester.

Tier 2: Those students carrying 56-86 academic credits as of the start of the Fall '03 semester.

Tier 3: Those students carrying 87 or more academic credits as of the Start of the Fall '03 semester.

6.4 Guest, Faculty, Staff and Commuter Meals In Resident Dining Facilities. For guests, faculty, staff and commuter diners, prices for meals served in resident dining facilities shall be as follows:

Breakfast:	\$4.00
Lunch:	\$5.00
Dinner:	\$7.00
Saturday Brunch:	\$5.00
Sunday Brunch:	\$7.00

Plus applicable taxes, if any.

6.5 Unscheduled Service Charges. For service not included in the resident dining rate such as service on Freshman Days, between semesters, commencement and the summer session, Sodexho shall provide Food Service at mutually agreed upon times and charges.

6.6 Preseason Meals. Preseason meals for athletic teams shall be charged to ISU at rates to be mutually agreed upon.

6.7 Menus and Prices. Sodexho shall recommend prices to be charged for food and beverages, and shall prepare menus and establish quantities and portions to be served. All menus shall be submitted to ISU prior to making any change to such menu.

6.8 Special Diets. Sodexho shall supply any medically required special diets for resident dining patrons when prescribed and approved in writing by the Indiana State University Student Health Center. If the cost of a special diet exceeds normal meal cost, the difference in cost shall be paid as mutually agreed upon by the parties.

ARTICLE VII RETAIL SALES PROGRAM

7.1 Locations. Sodexho shall provide retail sales at the Premises and at such other locations as ISU and Sodexho shall agree.

7.2 Branded Concepts. Sodexho shall operate Branded Concepts at ISU's food service facility as follows:

A. Sodexho and ISU shall mutually agree on the pricing and hours of operations of the Branded Concepts.

B. Representatives of the licensor of the Branded Concepts shall be allowed access to ISU's facilities during reasonable business hours for quality assurance inspections of the Branded Concepts.

C. Sodexho shall notify ISU twenty (20) days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept. Sodexho and ISU shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of the Agreement.

D. Upon termination or expiration of the Agreement, Sodexho shall remove related equipment in accordance with the terms of the applicable license agreements.

E. At commencement of the Agreement, Sodexho is to operate or cause to be operated such Branded Concepts as shall be mutually agreed upon by the parties.

7.3 Retail Segment Prices. Prices charged for retail sales shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for products of like quality.

7.4 Concession Prices. Prices charged for concession sales shall be reasonable and competitive with prices charged in comparable establishments for products of like quality.

7.5 ISU-Sponsored Functions. Prices for ISU-sponsored functions shall be established by mutual agreement of the parties. ISU shall be responsible for collection of amounts due for ISU-sponsored functions. Sodexho shall prepare and submit invoices to ISU for individuals or groups served by Sodexho at ISU-sponsored functions. Sodexho shall invoice ISU weekly for such functions. Sodexho shall bill and collect amounts due for functions not ISU-sponsored, unless ISU and Sodexho agree otherwise in writing.

7.6 Commissions. Sodexho shall return a percentage of Net Sales to ISU in accordance with the following:

Guest Meal Sales	10% of Net Sales
Concession Sales	30% of Net Sales
Voluntary MI. Plan Sales	10% of Net Sales
Summer Conferences	10% of Net Sales

Sodexho shall prepare a summary report of all sales subject to commissions each Accounting Period and shall submit such report with any payment owing for that period to ISU.

7.7 Financial Offsets. Sodexho shall pay commissions due to ISU at the appropriate settlement time; provided, however, that Sodexho shall first offset any past due amounts owed by ISU to Sodexho including interest charges.

ARTICLE VIII FINANCIAL ARRANGEMENTS

8.1 Billing. Sodexho shall submit invoices to ISU for resident dining at the end of each week, based upon the number of meal plan participants. Sodexho shall submit all other billings to ISU as incurred. Payments shall be due within forty five (45) days after the invoice date. ISU shall pay interest on any amount not paid when due at the lesser of one and one-half percent (1.5%) each month or the highest contractual interest rate allowed by applicable state law. ISU shall reimburse Sodexho for all costs and

expenses, including but not limited to, court costs, attorney's fees and collection service fees, incurred by Sodexho in collecting from ISU any amount not paid when due.

8.2 Distribution of Surplus. Annually, Sodexho shall retain Surplus, if any, up to four percent (4%). The remaining Surplus shall be distributed to ISU and Sodexho as follows: fifty percent (50%) to ISU and fifty percent (50%) to Sodexho. For purposes of this provision, Surplus shall be calculated and distributed within thirty (30) days from the end of Sodexho's Fiscal Year, September 1st through August 31st.

8.3 Repair and Replacement Accrual Account. Sodexho will accrue funds annually, as identified below. The accrued funds shall be used towards the repair and/or replacement of Food Service equipment, as mutually agreed upon by the parties.

Concession Sales	5% of Net Sales
All other Sales (including board sales)	0.5% of Net Sales

If the Agreement expires or is terminated for any reason, any accrued but unused funds shall become the property of Indiana State University.

8.4 Annual Improvement Accrual Account. Sodexho shall accrue additional monies to be used at ISU's discretion for improvements to the ISU campus. The total accrued monies shall not exceed Two Million Eighty Thousand Dollars (\$2,080,000.00) over the four-year term of this Agreement. The accrued monies shall be accrued and paid as follows:

<u>Accrual Commencement</u>	<u>Accrued Amount</u>	<u>Payment Date</u>
July 1, 2002	\$493,000	June 30, 2003
July 1, 2003	\$529,000	June 30, 2004
July 1, 2004	\$529,000	June 30, 2005
July 1, 2005	\$529,000	June 30, 2006

If the Agreement expires or is terminated for any reason, Sodexho shall pay ISU the prorated portion of the funds accrued for that year and shall have no further obligation to ISU under this provision.

8.5 Right of Offset or Pre-Bill. At any time when ISU is over thirty (30) days past due on any obligations to Sodexho, Sodexho shall have the right to offset, from any Surplus from the Food Service operation, or from any other sums owed by Sodexho to the ISU, all or any portion of such outstanding receivables.

Additionally, Sodexho shall have the right, at any time when ISU is over thirty (30) days past due on any obligations to Sodexho, at Sodexho's option, to require that ISU pay on a pre-billing basis at least one (1) week in advance of each Accounting

Period for the estimated amount due Sodexho for that Accounting Period. The estimated amount would be adjusted and reconciled to the actual amount in the next pre-billing invoice or, if ISU is no longer past due on its obligations to Sodexho, with the next invoice due under Section 8.1 above.

8.6 Statements and Records. Sodexho shall submit operating statements to ISU for each Accounting Period and maintain books and records in accordance with generally accepted accounting principles. ISU, at its expense, reserves the right to audit all operating statements.

ARTICLE IX FINANCIAL ADJUSTMENTS

9.1 Changes in Policies and Practices. The financial terms set forth in this Agreement and other obligations assumed by Sodexho hereunder are based on conditions in existence on the date Sodexho commences operations, including by way of example, ISU's student population; labor, food and supply costs; and federal, state and local sales, use and excise tax. In addition, Sodexho has relied on representations regarding existing and future conditions made by ISU in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representation by ISU, the financial terms and other obligations assumed by Sodexho shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

9.2 Inflation Adjustments. The financial arrangements will be reviewed annually and any adjustments shall be mutually agreed upon in writing by the parties.

ARTICLE X GENERAL TERMS AND CONDITIONS

10.1 Taxes.

A. Sodexho and ISU shall each bill and collect sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. Sodexho shall bill and collect sales and use taxes, if applicable, on purchases billed to ISU. ISU shall be responsible for remittance of any taxes collected by Sodexho and given to ISU.

B. If additional sales or use or any other types of taxes are assessed against the Food Service operation, ISU shall reimburse Sodexho for such assessment and any interest and penalties, and for attorneys' fees or other costs incurred by Sodexho related to such assessment upon receipt of an invoice from Sodexho therefor; except that ISU shall not be responsible for any assessment attributable to Sodexho's negligent failure to timely submit any known tax filing or report. Sodexho shall be

responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of the Agreement.

10.2 Compliance With Law. Sodexho shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all necessary licenses and permits. ISU shall cooperate with Sodexho to accomplish the foregoing.

10.3 Insurance. The parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Food Service operations.

B. Comprehensive or Commercial Insurance. Sodexho shall maintain during the term of the Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexho under the Agreement and, upon request, shall provide ISU with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. ISU shall be named as an additional insured under Sodexho's policies of insurance to the extent ISU is indemnified pursuant to Section 10.5.

C. Property Insurance. ISU shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep ISU's buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

10.4 Liability For Non-Sodexho Approved Vendors. ISU understands that Sodexho has entered into agreements with many vendors and suppliers of products which (i) give Sodexho the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Sodexho for or on behalf of ISU. ISU may, however, direct Sodexho to purchase products from non-Sodexho approved vendors. In such instances, for the mutual protection of ISU and Sodexho, ISU will require each such vendor to obtain from a reputable insurance company acceptable to ISU and Sodexho liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) for each occurrence naming ISU and Sodexho as additional insureds and which insurance shall not exclude the negligence of ISU or Sodexho. A certificate evidencing such insurance shall be provided to ISU and Sodexho upon the request of

either party. ISU shall also require each such vendor to sign an indemnity certificate (acceptable to ISU and Sodexho) in which such vendor shall agree to defend, indemnify, and hold harmless ISU and Sodexho from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees which may arise as a result of using such vendor's product, except when such liability arises as a result of the sole negligence of Sodexho and/or ISU. ISU shall not require Sodexho to use products from non-Sodexho approved vendors until such insurance certificates and indemnity certificate has been provided.

10.5 Indemnity. Except as otherwise expressly provided in this Agreement, Sodexho shall defend, indemnify and hold ISU harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault of Sodexho, its agents or employees in the performance of its obligations under this Agreement. In no event shall Sodexho's obligation to indemnify ISU extend to those claims, liabilities, losses and expenses arising from the negligence of ISU, its agents and/or employees. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

10.6 Trade Secrets And Proprietary Information. During the term of the Agreement, Sodexho may grant to ISU a nonexclusive right to access certain proprietary materials of Sodexho, including menus, recipes, signage, Food Service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed to Sodexho) and similar compilations regularly used in Sodexho's business operations ("Trade Secrets"). ISU shall not disclose any of Sodexho's Trade Secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. ISU shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexho. All Trade Secrets (including CrossRoads Cuisines signage or any other signage, servicemark or trademark proprietary to Sodexho), and other confidential information shall remain the exclusive property of Sodexho and shall be returned to Sodexho immediately upon termination of the Agreement. ISU shall not use any confusingly similar names, marks, systems, insignia, symbols or procedures and methods. Without limiting the foregoing, ISU specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexho and not ISU. Furthermore, ISU's access or use of such software shall not create any right, title interest, or copyright in such software, and ISU shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, Sodexho shall be entitled to equitable relief, including an injunction or specific performance, in

addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

10.7 Assignment. This Agreement may not be assigned by either party without the written consent of the other, except Sodexho may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of Sodexho.

10.8 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To ISU: Indiana State University
Attention: Reed Kidder
Assistant Vice President, Student Affairs
Terre Haute, Indiana 47809

To Sodexho: Sodexho Services of Indiana Limited Partnership
Attention: John Reid
Regional Vice President
90 South High Street, Ste. C
Dublin, Ohio 43017

and: Sodexho Services of Indiana Limited Partnership
Attention: Law Department
9801 Washingtonian Blvd., Dept., 51/899.74
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

10.9 Catastrophe. Neither Sodexho nor ISU shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

10.10 Construction And Effect. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of this Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this

Agreement, the terms of the Agreement shall govern. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

10.11 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.12 Amendments To Agreement. All provisions of this Agreement hereto shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement, including Section 2 of Sodexho's Proposal of November 28, 2001, attached hereto as Appendix 1, contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto. In the event of any conflict between the Agreement and Appendix 1, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first signed or the first day of the Term, whichever is sooner.

INDIANA STATE UNIVERSITY

By: _____
Name (printed): _____
Title _____

SODEXHO SERVICES OF INDIANA
LIMITED PARTNERSHIP
By: Sodexho Management, Inc., its General Partner

By: _____
John Reid
Regional Vice President

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22-36125-001

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of this February 22, 2002, by and between INDIANA STATE UNIVERSITY BOARD OF TRUSTEES ("ISU"), a body corporate and politic, and SODEXHO SERVICES OF INDIANA LIMITED PARTNERSHIP ("Sodexho"), an Indiana corporation, who agree as follows:

ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 Purpose Of Agreement. This Agreement sets forth the terms and conditions upon which ISU retains Sodexho to manage and operate Food Service for ISU's students, faculty, staff, employees and invited guests.

1.2 Independent Contractor. Sodexho shall be an independent contractor and shall retain control over its employees and agents. ISU may make reasonable regulations with regard to the Food Service, and Sodexho shall comply therewith promptly upon written notification. The authorized representatives of ISU shall have access to the Food Service facilities at all times.

1.3 Previous Agreements. This Agreement supersedes any and all previous agreements relating to the subject matter as specified in Section 1.1 herein.

1.4 Confidentiality. To the extent allowed by Indiana State Law, the terms and conditions of this Agreement are confidential. ISU and Sodexho represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement.

ARTICLE II DEFINITIONS

2.1 Accounting Period. Sodexho's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2.2 Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises. Food Service shall include the following: Resident Dining Program, Retail Sales, Catering and Concessions.

2.3 Charge. A fee established by Sodexho for goods or services provided by Sodexho.

2.4 Net Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, excluding sales taxes.

2.5 Operating Expenses. All costs, Charges and expenses incurred in connection with the Food Service operation including, but not limited to, the following:

A. The invoiced amounts to Sodexo of goods, including food, beverages, merchandise, and supplies plus a Charge for procurement services equal to six tenths percent (.6%) of such invoiced amounts. Operating Expenses shall be net of any rebates obtained from local vendors, suppliers, or distributors for goods procured specifically for ISU's account. Prompt payment discounts and any other rebates or allowances obtained from vendors, suppliers, or distribution companies, including those obtained through Sodexo's national or regional purchasing arrangements based on Sodexo's total purchases, will be retained by Sodexo. In any event, however, the total of the invoiced amounts of such goods and the procurement Charge shall be competitive, on an aggregate basis, with prices at which such goods and services can be purchased in the geographic area of the Food Service operations;

B. Labor, including salaries (including bonuses, if any), wages, taxes, benefits, relocation expenses, payroll administration, retirement plans, and the cost of administering all such plans and services;

C. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investments (as further defined) made pursuant to the terms of this Agreement, decor, signage, and other items purchased on behalf of the Food Service, commissions paid, accrued funds, Charges for workers' compensation, general liability insurance and other insurance maintained pursuant to this Agreement, based on average manual rates for such insurance in the geographic area of the Premises, out-of-pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer(s) temporarily assigned to the Premises, sales, use, and other taxes related to the Food Service (other than taxes collected and remitted by Sodexo to a taxing authority), and costs of licenses, permits, certifications, information systems, software and software maintenance, armored car services, fees charged to Sodexo for credit or debit card sales, bank service fees (net of any interest) for depositing receipts from the Food Service operations, marketing and promotional or proprietary materials including CrossRoads Cuisines[®] signage and related materials, uniforms and linen, flowers, decorations, Smallwares, minor equipment, repair and maintenance of Sodexo-supplied equipment and other services used in the Food Service operation.

2.6 Premises. ISU's Food Service facilities located on the campus of Indiana State University, Terre Haute, Indiana 47808.

2.7 Smallwares. Dishware, glassware, flatware, utensils and similar items.

2.8 Surplus. The excess of Gross Sales over the total of Operating Expenses.

ARTICLE III
TERM, TERMINATION AND EXCLUSIVITY

3.1 Term and Termination.

A. The term of this Agreement is (4) years, commencing on July 1, 2002, and shall be subject to two (2) subsequent four-year renewals upon the mutual agreement of the parties, unless terminated by either party as hereinafter provided.

B. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

C. Either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other party.

3.2 Effect Of Termination.

A. All outstanding amounts owed Sodexho shall become due and payable immediately upon notification of termination by ISU. ISU shall pay Sodexho in full each week for services performed during the prior week. Such payments shall be made no later than Friday of the week succeeding the week in which the work is performed. In the event ISU fails to timely make any payment hereunder, Sodexho immediately may cease to provide Food Service.

B. If the Agreement is terminated, ISU shall reimburse Sodexho for the unamortized portion of Sodexho's Investment relating to the Services.

3.3 Food Service Exclusive. ISU grants Sodexho the exclusive right to operate Food Services in ISU's Hulman Memorial Student Union, Heritage Lounge and Heritage Ballroom, and at such other locations as is mutually agreed upon by the parties. ISU grants Sodexho and its affiliates the right to bid on the procurement of furnishings, fixtures and equipment and on the provision of design services related to the Premises on terms to be agreed upon.

ARTICLE IV
EMPLOYEES

4.1 Sodexho Management Employees. Sodexho shall provide management employees to supervise all Food Service employees.

4.2 Sodexo Nonmanagement Employees. All nonmanagement Food Service employees shall be Sodexo Employees, except for ISU's employees described in Section 4.3. Sodexo shall consider ISU's employee policies and practices when establishing policies and practices for Sodexo employees.

4.3 ISU Student Employees. All student employees working less than 20 hours per week shall be employees of ISU. Sodexo shall pay ISU one hundred percent (100%) of the amount of direct hourly wages and applicable taxes paid by ISU to student employees working in Food Service operations.

4.4 Student Employee Wages. Student employees on ISU's payroll shall be compensated at an hourly wage rate comparable to the rate paid for other student employees on campus. Such wage rate shall not be increased without the mutual agreement of the parties, unless required by applicable law, regulation, ordinance or court order.

4.5 Removal of Sodexo Employees. ISU shall retain the right to request the removal of any Sodexo employee from providing the Food Services at ISU's Premises, provided however, that any such request shall be made in writing, shall not violate any applicable Federal, State or local employment laws, and shall be administered in accordance with Sodexo's personnel policies and procedures.

4.6 Personnel Obligations. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms.

4.7 Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. In addition, each party affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; The Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE V
INVENTORIES, PREMISES, EQUIPMENT AND MAINTENANCE

5.1 Premises and Equipment. ISU shall furnish at its expense, Premises and equipment including but not limited to kitchen equipment, suitably furnished office space and fire extinguishing equipment. Sodexho shall take reasonable and proper care of the facilities and return them to ISU at termination of the Agreement. Sodexho shall provide a safe for temporary holding of funds.

5.2 Condition of Premises and Equipment. The Premises and equipment provided by each party for use in the Food Service operation shall be in good condition and maintained by the providing party to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). ISU agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of ISU and shall be at the ISU's expense. This provision shall survive the termination of this Agreement.

5.3 Sanitation and Janitorial Service. The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

A. Sodexho's Responsibilities. Sodexho shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas. Sodexho shall clean floors and tops of tables and chairs in the dining area, and transport refuse to designated refuse collection areas. Sodexho shall be responsible for housekeeping and sanitation in customer traffic areas including dining area and the cleaning of all windows, walls, ceilings, ceiling fixtures, drapes, fixtures, air ducts and hood vent systems (per local ordinance), and pest control.

B. ISU's Responsibilities. ISU shall provide and maintain adequate fire extinguishing equipment for the Premises and shall be responsible for removal of refuse from refuse collection areas. ISU shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Sodexho.

5.4 Maintenance. ISU shall, at ISU's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and ISU-owned equipment in the Resident Dining facilities.

5.5 Inventories of Food, Beverages and Supplies. Sodexho shall own and provide all inventories of food, beverages and supplies. Upon expiration or termination of this Agreement, ISU shall purchase or shall cause the successor food service contractor to purchase any remaining useable inventories at Sodexho's invoice cost.

5.6 Inventory of China and Smallwares. ISU and Sodexho jointly shall inventory all china, if any, and Smallwares owned by ISU and shall agree as to required

inventory levels. Any inventories below agreed upon levels shall be brought up to such levels at ISU's expense. If at any time Sodexho is to provide additional Services not provided for herein, ISU shall be responsible to increase, at its own expense, the inventories required for the additional service(s). Sodexho shall maintain the required inventory levels and charge the expense of replacements as an Operating Expense.

5.7 Vehicle. Sodexho shall provide vehicles as needed for use in the Food Service operation. Sodexho shall be responsible for the vehicle's gas, oil, maintenance, repair, and automobile liability insurance as an Operating Expense.

5.8 Telephone Expenses. Sodexho shall be responsible for telephone and data line installation costs and for all local and long distance telephone billings.

5.9 Meal Program Identification System. ISU shall be responsible for all costs related to the electronic meal program identification system, including hardware, software, and on-going supplies. Sodexho shall be responsible for the annual CBORD licensing and maintenance fees.

5.10 Utilities. ISU shall be responsible for the cost of utilities consumed in the Resident Dining operations and Hulman Center.

ARTICLE VI RESIDENT DINING PROGRAM

6.1 Service And Locations. Sodexho shall provide Food Service for ISU's resident dining patrons at the Premises and at such other locations as ISU and Sodexho shall agree.

6.2 Resident Meal Plans. Meals for ISU's resident dining patrons shall be provided in accordance with the meal credit system. This system provides that students purchase food credits to be spent on a declining balance basis for admission to each meal. The meal plans identified below have been selected for the 2002-2003 academic year. Future meal plans may be mutually agreed upon in writing by the parties.

- Meal Plan A – Standard:
1,309 credits & \$102.00 Commons Cash per semester
- Meal Plan B – Credit Advantage:
1,768 credits & \$102.00 Commons Cash per semester
- Meal Plan C – Commons Advantage
1,309 credits & \$280.00 Commons Cash per semester
- Meal Pan D – Combo Advantage
1,632 credits & \$161.50 Commons Cash per semester
- Meal Plan E – Hall Staff
1,734 credits & \$102.00 Commons Cash per semester

Any remaining balances of credits and/or Commons Cash dollars at the end of the Fall semester may be transferred to the Spring semester. Any remaining balances of credits and/or Commons Cash at the end of the Spring semester shall be handled as follows:

- If the plan holder moves out of ISU's resident housing, the plan holder will forfeit all remaining balances on his/her meal plan card.
- If the plan holder remains in ISU resident housing for the upcoming Fall semester, the plan holder's remaining Commons Cash will be transferred dollar for dollar onto his/her meal plan for the upcoming Fall semester. Any remaining credits will be transferred into Commons Cash at the rate of \$0.17 per credit.

6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2002-2003 resident dining calendar:

<u>Meal Plans</u>	<u>Tier 1 Rate</u>	<u>Tier 2 Rate</u>	<u>Tier 3 Rate</u>
Meal Plan A	\$57.90	\$56.70	\$55.60
Meal Plan B	\$62.49	\$61.29	\$60.19
Meal Plan C	\$68.40	\$67.20	\$66.10
Meal Plan D	\$64.63	\$63.43	\$62.33
Meal Plan E	\$59.85	n/a	n/a

Rates for the above Meal Plans are for each resident dining patron for each week during the 34-week 2002-2003 resident dining calendar.

For purposes of this provision, the Tiers are defined as follows:

- Tier 1: Those students holding 0 - 55 academic credits as of the start of the Fall '03 semester.
- Tier 2: Those students carrying 56-86 academic credits as of the start of the Fall '03 semester.
- Tier 3: Those students carrying 87 or more academic credits as of the Start of the Fall '03 semester.

6.4 Guest, Faculty, Staff and Commuter Meals In Resident Dining Facilities. For guests, faculty, staff and commuter diners, prices for meals served in resident dining facilities shall be as follows:

Breakfast:	\$4.00
Lunch:	\$5.00
Dinner:	\$7.00
Saturday Brunch:	\$5.00
Sunday Brunch:	\$7.00

Plus applicable taxes, if any.

6.5 Unscheduled Service Charges. For service not included in the resident dining rate such as service on Freshman Days, between semesters, commencement and the summer session, Sodexho shall provide Food Service at mutually agreed upon times and charges.

6.6 Preseason Meals. Preseason meals for athletic teams shall be charged to ISU at rates to be mutually agreed upon.

6.7 Menus and Prices. Sodexho shall recommend prices to be charged for food and beverages, and shall prepare menus and establish quantities and portions to be served. All menus shall be submitted to ISU prior to making any change to such menu.

6.8 Special Diets. Sodexho shall supply any medically required special diets for resident dining patrons when prescribed and approved in writing by the Indiana State University Student Health Center. If the cost of a special diet exceeds normal meal cost, the difference in cost shall be paid as mutually agreed upon by the parties.

ARTICLE VII RETAIL SALES PROGRAM

7.1 Locations. Sodexho shall provide retail sales at the Premises and at such other locations as ISU and Sodexho shall agree.

7.2 Branded Concepts. Sodexho shall operate Branded Concepts at ISU's food service facility as follows:

A. Sodexho and ISU shall mutually agree on the pricing and hours of operations of the Branded Concepts.

B. Representatives of the licensor of the Branded Concepts shall be allowed access to ISU's facilities during reasonable business hours for quality assurance inspections of the Branded Concepts.

C. Sodexho shall notify ISU twenty (20) days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept. Sodexho and ISU shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of the Agreement.

D. Upon termination or expiration of the Agreement, Sodexho shall remove related equipment in accordance with the terms of the applicable license agreements.

E. At commencement of the Agreement, Sodexho is to operate or cause to be operated such Branded Concepts as shall be mutually agreed upon by the parties.

7.3 Retail Segment Prices. Prices charged for retail sales shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for products of like quality.

7.4 Concession Prices. Prices charged for concession sales shall be reasonable and competitive with prices charged in comparable establishments for products of like quality.

7.5 ISU-Sponsored Functions. Prices for ISU-sponsored functions shall be established by mutual agreement of the parties. ISU shall be responsible for collection of amounts due for ISU-sponsored functions. Sodexho shall prepare and submit invoices to ISU for individuals or groups served by Sodexho at ISU-sponsored functions. Sodexho shall invoice ISU weekly for such functions. Sodexho shall bill and collect amounts due for functions not ISU-sponsored, unless ISU and Sodexho agree otherwise in writing.

7.6 Commissions. Sodexho shall return a percentage of Net Sales to ISU in accordance with the following:

Guest Meal Sales	10% of Net Sales
Concession Sales	30% of Net Sales
Voluntary MI. Plan Sales	10% of Net Sales
Summer Conferences	10% of Net Sales

Sodexho shall prepare a summary report of all sales subject to commissions each Accounting Period and shall submit such report with any payment owing for that period to ISU.

7.7 Financial Offsets. Sodexho shall pay commissions due to ISU at the appropriate settlement time; provided, however, that Sodexho shall first offset any past due amounts owed by ISU to Sodexho including interest charges.

ARTICLE VIII FINANCIAL ARRANGEMENTS

8.1 Billing. Sodexho shall submit invoices to ISU for resident dining at the end of each week, based upon the number of meal plan participants. Sodexho shall submit all other billings to ISU as incurred. Payments shall be due within forty five (45) days after the invoice date. ISU shall pay interest on any amount not paid when due at the lesser of one and one-half percent (1.5%) each month or the highest contractual interest rate allowed by applicable state law. ISU shall reimburse Sodexho for all costs and

expenses, including but not limited to, court costs, attorney's fees and collection service fees, incurred by Sodexho in collecting from ISU any amount not paid when due.

8.2 Distribution of Surplus. Annually, Sodexho shall retain Surplus, if any, up to four percent (4%). The remaining Surplus shall be distributed to ISU and Sodexho as follows: fifty percent (50%) to ISU and fifty percent (50%) to Sodexho. For purposes of this provision, Surplus shall be calculated and distributed within thirty (30) days from the end of Sodexho's Fiscal Year, September 1st through August 31st.

8.3 Repair and Replacement Accrual Account. Sodexho will accrue funds annually, as identified below. The accrued funds shall be used towards the repair and/or replacement of Food Service equipment, as mutually agreed upon by the parties.

Concession Sales	5% of Net Sales
All other Sales (including board sales)	0.5% of Net Sales

If the Agreement expires or is terminated for any reason, any accrued but unused funds shall become the property of Indiana State University.

8.4 Annual Improvement Accrual Account. Sodexho shall accrue additional monies to be used at ISU's discretion for improvements to the ISU campus. The total accrued monies shall not exceed Two Million Eighty Thousand Dollars (\$2,080,000.00) over the four-year term of this Agreement. The accrued monies shall be accrued and paid as follows:

<u>Accrual Commencement</u>	<u>Accrued Amount</u>	<u>Payment Date</u>
July 1, 2002	\$493,000	June 30, 2003
July 1, 2003	\$529,000	June 30, 2004
July 1, 2004	\$529,000	June 30, 2005
July 1, 2005	\$529,000	June 30, 2006

If the Agreement expires or is terminated for any reason, Sodexho shall pay ISU the prorated portion of the funds accrued for that year and shall have no further obligation to ISU under this provision.

8.5 Right of Offset or Pre-Bill. At any time when ISU is over thirty (30) days past due on any obligations to Sodexho, Sodexho shall have the right to offset, from any Surplus from the Food Service operation, or from any other sums owed by Sodexho to the ISU, all or any portion of such outstanding receivables.

Additionally, Sodexho shall have the right, at any time when ISU is over thirty (30) days past due on any obligations to Sodexho, at Sodexho's option, to require that ISU pay on a pre-billing basis at least one (1) week in advance of each Accounting

Period for the estimated amount due Sodexho for that Accounting Period. The estimated amount would be adjusted and reconciled to the actual amount in the next pre-billing invoice or, if ISU is no longer past due on its obligations to Sodexho, with the next invoice due under Section 8.1 above.

8.6 Statements and Records. Sodexho shall submit operating statements to ISU for each Accounting Period and maintain books and records in accordance with generally accepted accounting principles. ISU, at its expense, reserves the right to audit all operating statements.

ARTICLE IX FINANCIAL ADJUSTMENTS

9.1 Changes in Policies and Practices. The financial terms set forth in this Agreement and other obligations assumed by Sodexho hereunder are based on conditions in existence on the date Sodexho commences operations, including by way of example, ISU's student population; labor, food and supply costs; and federal, state and local sales, use and excise tax. In addition, Sodexho has relied on representations regarding existing and future conditions made by ISU in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representation by ISU, the financial terms and other obligations assumed by Sodexho shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

9.2 Inflation Adjustments. The financial arrangements will be reviewed annually and any adjustments shall be mutually agreed upon in writing by the parties.

ARTICLE X GENERAL TERMS AND CONDITIONS

10.1 Taxes.

A. Sodexho and ISU shall each bill and collect sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. Sodexho shall bill and collect sales and use taxes, if applicable, on purchases billed to ISU. ISU shall be responsible for remittance of any taxes collected by Sodexho and given to ISU.

B. If additional sales or use or any other types of taxes are assessed against the Food Service operation, ISU shall reimburse Sodexho for such assessment and any interest and penalties, and for attorneys' fees or other costs incurred by Sodexho related to such assessment upon receipt of an invoice from Sodexho therefor; except that ISU shall not be responsible for any assessment attributable to Sodexho's negligent failure to timely submit any known tax filing or report. Sodexho shall be

responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of the Agreement.

10.2 Compliance With Law. Sodexho shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all necessary licenses and permits. ISU shall cooperate with Sodexho to accomplish the foregoing.

10.3 Insurance. The parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Food Service operations.

B. Comprehensive or Commercial Insurance. Sodexho shall maintain during the term of the Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexho under the Agreement and, upon request, shall provide ISU with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. ISU shall be named as an additional insured under Sodexho's policies of insurance to the extent ISU is indemnified pursuant to Section 10.5.

C. Property Insurance. ISU shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep ISU's buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

10.4 Liability For Non-Sodexho Approved Vendors. ISU understands that Sodexho has entered into agreements with many vendors and suppliers of products which (i) give Sodexho the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Sodexho for or on behalf of ISU. ISU may, however, direct Sodexho to purchase products from non-Sodexho approved vendors. In such instances, for the mutual protection of ISU and Sodexho, ISU will require each such vendor to obtain from a reputable insurance company acceptable to ISU and Sodexho liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) for each occurrence naming ISU and Sodexho as additional insureds and which insurance shall not exclude the negligence of ISU or Sodexho. A certificate evidencing such insurance shall be provided to ISU and Sodexho upon the request of

either party. ISU shall also require each such vendor to sign an indemnity certificate (acceptable to ISU and Sodexho) in which such vendor shall agree to defend, indemnify, and hold harmless ISU and Sodexho from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees which may arise as a result of using such vendor's product, except when such liability arises as a result of the sole negligence of Sodexho and/or ISU. ISU shall not require Sodexho to use products from non-Sodexho approved vendors until such insurance certificates and indemnity certificate has been provided.

10.5 Indemnity. Except as otherwise expressly provided in this Agreement, Sodexho shall defend, indemnify and hold ISU harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault of Sodexho, its agents or employees in the performance of its obligations under this Agreement. In no event shall Sodexho's obligation to indemnify ISU extend to those claims, liabilities, losses and expenses arising from the negligence of ISU, its agents and/or employees. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

10.6 Trade Secrets And Proprietary Information. During the term of the Agreement, Sodexho may grant to ISU a nonexclusive right to access certain proprietary materials of Sodexho, including menus, recipes, signage, Food Service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed to Sodexho) and similar compilations regularly used in Sodexho's business operations ("Trade Secrets"). ISU shall not disclose any of Sodexho's Trade Secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. ISU shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexho. All Trade Secrets (including CrossRoads Cuisines signage or any other signage, servicemark or trademark proprietary to Sodexho), and other confidential information shall remain the exclusive property of Sodexho and shall be returned to Sodexho immediately upon termination of the Agreement. ISU shall not use any confusingly similar names, marks, systems, insignia, symbols or procedures and methods. Without limiting the foregoing, ISU specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexho and not ISU. Furthermore, ISU's access or use of such software shall not create any right, title interest, or copyright in such software, and ISU shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, Sodexho shall be entitled to equitable relief, including an injunction or specific performance, in

addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

10.7 Assignment. This Agreement may not be assigned by either party without the written consent of the other, except Sodexho may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of Sodexho.

10.8 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To ISU: Indiana State University
Attention: Reed Kidder
Assistant Vice President, Student Affairs
Terre Haute, Indiana 47809

To Sodexho: Sodexho Services of Indiana Limited Partnership
Attention: John Reid
Regional Vice President
90 South High Street, Ste. C
Dublin, Ohio 43017

and: Sodexho Services of Indiana Limited Partnership
Attention: Law Department
9801 Washingtonian Blvd., Dept., 51/899.74
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

10.9 Catastrophe. Neither Sodexho nor ISU shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

10.10 Construction And Effect. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of this Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this

Agreement, the terms of the Agreement shall govern. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

10.11 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.12 Amendments To Agreement. All provisions of this Agreement hereto shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement, including Section 2 of Sodexho's Proposal of November 28, 2001, attached hereto as Appendix 1, contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto. In the event of any conflict between the Agreement and Appendix 1, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first signed or the first day of the Term, whichever is sooner.

INDIANA STATE UNIVERSITY

By: _____
Name (printed): _____
Title _____

SODEXHO SERVICES OF INDIANA
LIMITED PARTNERSHIP
By: Sodexho Management, Inc., its General Partner

By: _____
John Reid
Regional Vice President

IN MEMORIAM

JACOB E. COBB

WHEREAS, Dr. Jacob E. Cobb, Dean Emeritus of the School of Graduate Studies and Professor Emeritus of Education, died on the twenty-third day of January two thousand two; and

WHEREAS, Dr. Cobb had given loyal and devoted service to Indiana State University and the doctorate program for thirty years and had gained the respect of students and colleagues who knew him as a scholar, teacher and friend;

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

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

IN MEMORIAM

BELVIA VICTORRENE MONTGOMERY

WHEREAS, Belvia Victorrene Montgomery, Food Services (retired), died on the twenty-first day of January two thousand two; and

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

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

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

SECTION II
February 22, 2002

A. UNIVERSITY INVESTMENTS (Ms. Sacopulos)

At the February 16, 2001, Board of Trustees meeting a resolution was adopted modifying the investment policy and giving the Treasurer authority to manage the short and long-term investments of the University.

The following comparative presentation has been modified to a year-to-date reporting basis for the period from July 1, 2001 to December 31, 2001.

	3-Month Rolling Average Investment	3-Month Rolling Average Rate of Return
<u>Internal Invested Funds</u>		
1. Cash (Sweep)	\$ 7,002,842.98	2.408 %
2. Short Term Invest (1 month to 2 years)	\$13,554,735.82	2.466 %
3. Common Fund	\$35,329,151.23	3.117 %
<u>Comparative Index</u>		
Avg Yield on 3 Month T-Bill		1.94%
<u>External Invested Funds</u>		
1. Medium Term exceeds two years	\$13,816,208.07	5.55 %
<u>Comparative Index</u>		
Avg Yield on 2 year T-Notes		3.27 %

B. VEBA INVESTMENTS (Ms. Sacopulos)

On December 4, 1998, the Board of Trustees authorized the establishment of a Voluntary Employees' Benefit Association (VEBA) trust for post-retirement health care benefits. The transition of moving the VEBA funding to outside investment professionals was completed by December 31, 1998. The VEBA strategy is to accumulate a total of approximately \$51M by the end of the next ten years. The funding strategy is based on 8% growth which includes a \$2M annual university and employee contribution combined with investment gains. The annualized rate of return for the six months ended December 31, 2001, was less than 1 percent.

C. REVENUE REPORT (Ms. Sacopulos)

The Indiana State University Revenue Report ending December 31, 2001, is presented in Exhibit A.

D. EXPENDITURES REPORT (Ms. Sacopulos)

The Indiana State University Expenditures Report ending December 31, 2001, is presented in Exhibit B.

Indiana State University
Revenue
December 31, 2001

	Current Budget	Revenue Dec-01	Revenue Dec-00	Revenue FY 00-01
State Of Indiana	85,139,710	44,621,426	43,214,809	83,014,853
Student Fees	29,020,488	17,949,037	17,004,764	28,644,847
Sales and Services	865,000	451,222	274,814	1,063,912
Rent, Interest, Dividends and Gifts	1,811,000	895,193	867,641	1,742,305
Miscellaneous Income	<u>1,847,180</u>	<u>1,027,645</u>	<u>833,902</u>	<u>1,657,819</u>
Subtotal	\$ 118,683,378	\$ 64,944,523	\$ 62,195,930	\$ 116,123,736
Carryforwards	6,383,259	6,383,259	7,534,527	7,534,527
Pass Thru Income	<u>2,644,372</u>	<u>2,644,372</u>	<u>3,105,056</u>	<u>4,870,173</u>
Grand Total	\$ 127,711,009	\$ 73,972,154	\$ 72,835,513	\$ 128,528,436

Indiana State University
Expenditures
December 31, 2001

	FY 2002 Revised Budget	FY 2002 01-Dec YTD	FY 2001 Dec-00 YTD	FY 2001 Total Year
President				
Wage Expense	1,071,218	446,339	309,677	587,913
Benefits	215,951	115,980	77,662	149,067
Student Wage	138,769	44,901	6,828	16,855
Supplies Expense	338,810	152,296	68,579	173,399
Travel	30,879	17,813	9,662	24,278
Repair and Maintenance	7,623	2,617	5	5
Capital Equipment	<u>29,072</u>	<u>3,957</u>	<u>9,085</u>	<u>19,581</u> *
	\$ 1,832,322	\$ 783,903	\$ 481,498	\$ 971,098
 Provost-Instruction				
Wage Expense	48,844,472	24,116,050	23,470,375	47,145,571
Benefits	13,459,434	5,265,699	5,136,296	12,150,253
Student Wage	1,859,192	977,653	796,205	1,766,917
Supplies Expense	7,440,183	2,324,944	2,140,552	4,077,068
Travel	1,170,722	807,213	634,235	1,096,771
Repair and Maintenance	548,146	336,941	307,721	460,724
Sp Academic Computing	221,385	96,142	142,259	383,813
Capital Equipment	<u>3,758,605</u>	<u>1,568,708</u>	<u>1,972,328</u>	<u>3,165,861</u>
	\$ 77,302,139	\$ 35,493,350	\$ 34,599,971	\$ 70,246,978
 Planning & Budgets				
Wage Expense	1,735,459	811,686	905,432	1,838,277
Benefits	596,289	252,175	271,342	548,410
Student Wage	55,249	34,874	35,305	76,085
Supplies Expense	462,106	242,659	258,375	523,467
Travel	21,410	9,681	15,690	33,818
Repair and Maintenance	25,521	26,886	33,132	33,361
Capital Equipment	<u>48,375</u>	<u>826</u>	<u>38,748</u>	<u>59,474</u>
	\$ 2,944,409	\$ 1,378,787	\$ 1,558,024	\$ 3,112,892
 Administrative Affairs				
Wage Expense	1,614,700	811,396	830,229	1,595,699
Benefits	584,877	236,507	237,974	470,988
Student Wage	60,214	25,767	4,007	52,931
Supplies Expense	891,387	344,068	358,351	696,674
Travel	46,779	26,741	32,578	44,026
Repair and Maintenance	65,818	12,819	977	6,150
Capital Equipment	<u>222,945</u>	<u>81,198</u>	<u>36,438</u>	<u>82,629</u>
	\$ 3,486,720	\$ 1,538,496	\$ 1,500,554	\$ 2,949,097

Indiana State University
Expenditures
December 31, 2001

	FY 2002 Revised Budget	FY 2002 01-Dec YTD	FY 2001 Dec-00 YTD	FY 2001 Total Year
Facilities Mgmt & Power Plant				
Wage Expense	5,019,201	2,463,804	2,208,742	4,491,378
Benefits	1,609,819	714,621	672,672	1,363,948
Student Wage	158,580	111,683	74,289	180,554
Utilities	1,000	3,000	500	5,767
Supplies Expense	483,718	753,883	665,682	921,572
Travel	18,823	14,582	6,643	11,808
Repair and Maintenance	1,205,126	938,276	777,059	1,637,280
Capital Equipment	<u>639,200</u>	<u>499,207</u>	<u>426,334</u>	<u>612,752</u>
	\$ 9,135,467	\$ 5,499,056	\$ 4,831,921	\$ 9,225,059
Advancement				
Wage Expense	1,464,620	834,291	812,634	1,616,949
Benefits	509,444	273,333	271,222	539,509
Student Wage	71,998	38,416	35,961	80,108
Supplies Expense	1,100,150	619,894	524,755	1,031,954
Travel	74,589	60,722	31,220	37,436
Repair and Maintenance	1,170	-	250	3,297
Capital Equipment	<u>28,516</u>	<u>14,218</u>	<u>29,769</u>	<u>44,587</u>
	\$ 3,250,487	\$ 1,840,874	\$ 1,705,811	\$ 3,353,840
Student Affairs				
Wage Expense	4,141,145	2,010,358	2,005,730	3,948,462
Benefits	1,282,483	571,047	528,135	1,047,474
Student Wage	211,866	101,026	94,175	191,105
Supplies Expense	563,759	266,981	270,272	417,201
Travel	40,523	14,530	21,817	31,798
Repair and Maintenance	56,399	34,306	21,027	30,525
Capital Equipment	<u>101,747</u>	<u>62,405</u>	<u>78,183</u>	<u>91,752</u>
	\$ 6,397,922	\$ 3,060,653	\$ 3,019,339	\$ 5,758,317

Indiana State University
Expenditures
December 31, 2001

	FY 2002 Revised Budget	FY 2002 01-Dec YTD	FY 2001 Dec-00 YTD	FY 2001 Total Year
University Wide				
Wage Expense	122,601	122,601	108,429	224,552
Benefits	5,115,284	2,385,410	2,204,532	4,542,911
Student Wage	3,067	3,958	3,599	9,521
Utilities	5,369,040	3,728,052	2,985,957	4,706,571
Supplies Expense	4,175,171	3,125,153	2,396,061	10,841,263
Travel	-	-	-	375
Bond and Interest	553,305	-	-	-
Student Aid	7,401,878	5,256,645	5,594,064	6,754,971
Repair and Maintenance	-	-	-	-
Capital Equipment	-	-	16,240	16,240
	<u>\$ 22,740,346</u>	<u>\$ 14,621,819</u>	<u>\$ 13,308,882</u>	<u>\$ 27,096,404</u>
TOTAL	\$ 127,089,812	\$ 64,216,938	\$ 61,006,000	\$ 122,713,685

* Institutional Effectiveness (previously Testing Office is in the President area for FY 2002 and is in the Planning & Budgets area for FY 2001

SECTION III

FEBRUARY 22, 2002

PERSONNEL (Mr. Schafer)

Recommendation: Approval of all the items in this section.

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

A. FACULTY

1. Appointments

Temporary Part-time Faculty Appointments, 2002 Spring Semester
(effective January 4, 2002, unless otherwise stated)

Meredith J. Addison; Lecturer II, Baccalaureate and Higher Degree Nursing Department; M.S., Indiana State University; five hours; salary \$3,150.

Traci A. Anderson; Lecturer II, Department of Family and Consumer Sciences; M.S., Indiana State University; six hours; salary \$3,780.

Gloria S. Artigue; Lecturer II, Associate Degree Nursing Department; M.S.N., Indiana State University; six hours; salary \$3,780; effective February 4, 2002.

Debra A. Bauer; Lecturer II, Associate Degree Nursing Department; M.S., Indiana State University; two hours; salary \$1,260.

James D. Bedwell; Lecturer II, Department of Theater; M.A., Indiana State University; six hours; salary \$3,780.

Robert A. Bischoff; Lecturer III, Department of Psychology; Ph.D., University of Southern Mississippi; three hours; salary \$2,500.

Warren W. Bowden; Lecturer II, Department of Languages, Literatures, and Linguistics; Ph.D., Purdue University; three hours; salary \$1,890.

Robert F. Bozarth; Professor Emeritus, Department of Life Sciences; Ph.D., Indiana State University; three hours; salary \$2,205.

William J. Brett; Professor Emeritus, Department of Life Sciences; Ph.D., Indiana State University; six hours; salary \$4,410.

Joshua M. Buley; Lecturer II, Department of Psychology; M.S., Indiana State University; three hours; salary \$2,000.

Dawn C. Carlson; Lecturer III, Department of Elementary and Early Childhood Education; M.S., Baylor University; three hours; salary \$3000.

Mihir K. Chatterji; Lecturer III, Department of Mathematics and Computer Science; M.S., Indiana State University; three hours; salary \$3,600.

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

Jennifer Colanese; Lecturer II, Department of Criminology; M.S., Indiana State University; three hours; salary \$1,890.

Peggy L. Conklin; Lecturer III, Department of English; M.S., Indiana State University; nine hours; salary \$6,615.

Jennifer L. Cox; Lecturer II, Department of Communication; M.A., Indiana State University; twelve hours; salary \$7,560.

Donna J. Crawford; Lecturer II, Associate Degree Nursing Department; equivalent to 6.27 hours; salary \$3,950; and Lecturer II, Baccalaureate and Higher Degree Nursing Department; equivalent to 5.67 hours; salary \$3,572; M.S.N., Indiana University-Indianapolis; total salary \$7,522.

Janice N. Crosby; Lecturer III, Department of Communication Disorders and Special Education; M.S., Indiana State University; three hours; salary \$2,205.

Caroline Z. Dando; Lecturer II, Department of Languages, Literatures, and Linguistics; M.A., University of North Dakota; three hours; salary \$1,890.

F. Peter Dean; Lecturer III, Organizational Department; M.B.A., Indiana State University; three hours; salary \$2,550.

John A. Dembosky; Instructor, Department of Geography, Geology, and Anthropology; Ph.D., University of Pittsburgh; twelve hours; salary \$15,000.

John P. Dolan; Lecturer II, Department of English; nine hours; salary \$5,670; Lecturer III, University Honors Program; three hours; salary \$2,205; M.A., Indiana State University; total salary \$7,875.

Richard M. Dowell; Lecturer II, Department of Music; Ph.D., Kent State University; six hours; salary \$3,780.

Julie B. Edwards; Lecturer I, Department of Music; M.M., University of North Carolina-Greensboro; nine hours; salary \$4,725.

Nicholas D. W. Farha; Lecturer III, Department of Electronics and Computer Technology; M.S., Friends University; three hours; salary \$3,600.

Deborah G. Flurkey; Supervisor, Department of Elementary and Early Childhood Education; M.Ed., Clemson University; twelve hours; salary \$16,000.

Tracy C. Ford; Lecturer II, Department of Communication; B.A., Indiana State University, with special credentials on file; three hours; salary \$1,890.

Laura L. Fredendall; Lecturer III, Department of Psychology; Psy.D., Indiana State University; six hours; salary \$5,000.

Larry J. Gambaiani; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ph.D., Indiana University; twelve hours; salary \$12,000.

Denise L. Gilham; Lecturer II, Associate Degree Nursing Department; M.S., Indiana State University; equivalent to 4.47 hours; salary \$2,816; effective January 24, 2002.

Lea R. Hall; Lecturer II, Baccalaureate and Higher Degree Nursing Department; M.S., Indiana State University; three hours; salary \$1,890.

Karen S. Hamilton; Supervisor of Student Teachers, Department of Curriculum, Instruction, and Media Technology; Ph.D., University of Toledo; twelve hours; salary \$9,000.

John Hartwyk; Lecturer I, Department of Physical Education; B.S., Indiana State University, with special credentials on file; two hours; salary \$1,050.

Bryan T. Hayden; Lecturer II, Department of Communication; M.S., Indiana State University; six hours; salary \$3,780.

Jerry L. Hile; Lecturer III, Department of Educational Leadership, Administration, and Foundations; Ed.D., Indiana University; six hours; salary \$6,000.

David B. Hoffa; Lecturer I, Department of Physical Education; M.S., Indiana State University; three hours; salary \$1,575.

Hani M. Homsy; Lecturer III, Department of Mathematics and Computer Science; M.S., Indiana State University; three hours; salary \$4,350.

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

Gretchen B. Jennermann; Costume Shop Supervisor, Department of Theater; M.A., Indiana State University; five hours; salary \$3,150.

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

David L. Kelty; Lecturer II, Department of English; M.S., Indiana State University; twelve hours; salary \$7,560.

Kendra R. Kirby; Lecturer I, Department of Music; M.M., Bowling Green State University; six hours; salary \$3,150.

Aaron R. Klemz; Instructor, Department of Communication; M.S., Southern Illinois University-Carbondale; twelve hours; salary \$10,500.

William X. Malloy; Lecturer III, Baccalaureate and Higher Degree Nursing Department; M.S., Butler University; three hours; salary \$5,000.

David B. Mannell; Lecturer I, Department of Music; B.M., Emporia State University, with special credentials on file; equivalent to 11.6 hours; salary \$6,090.

Ron G. Martin; Lecturer II and Librarian Emeritus, Department of English; M.S., Indiana State University; nine hours; salary \$5,670.

Brent G. McPike; Lecturer I, Department of Music; M.M., Indiana University; twelve hours; salary \$6,300.

Martha K. Mertens; Lecturer III, Department of Languages, Literatures, and Linguistics; M.A., Indiana State University; nine hours; salary \$6,615.

Dorothy M. Mimms; Lecturer II, Associate Degree Nursing Department; equivalent to 8.27 hours; salary \$5,210; effective January 4, 2002; and Lecturer II, Baccalaureate and Higher Degree Nursing Department; equivalent to 2.4 hours; salary \$1,512; effective February 5, 2002; M.S.N., Indiana State University; total salary \$6,722.

Stephen Moore; Lecturer II, Department of Science Education; M.S., Indiana State University; ten hours; salary \$7,000.

David W. Nearpass; Lecturer I, Department of Music; M.S., Indiana State University; three hours; salary \$1,575.

Bryan L. O'Neal; Lecturer II, Department of Philosophy; M.A., Purdue University; twelve hours; salary \$7,560.

Tuovia M. Owen; Lecturer II, Department of Social Work; M.S.W., IUPUI; three hours; salary \$1,890.

Kenneth A. Pell; Lecturer II, Department of English; M.A., Indiana State University; twelve hours; salary \$7,560.

Beverly C. Pestel; Visiting Associate Professor, Department of Chemistry; six hours; salary \$9,000; and Supervisor, Department of Elementary and Early Childhood Education; six hours; salary \$4,625; Ph.D., Lehigh University; total salary \$13,625.

Tyrone Powell; Lecturer III, Department of Counseling; Ph.D., Ball State University; three hours; salary \$3,000.

Robert H. Puckett; Professor Emeritus, Department of Political Science; Ph.D., University of Chicago; three hours; salary \$2,205.

Kimberly Saunders Randall; Lecturer I, Department of Music; M.M., Boston University; equivalent to 10.3 hours; salary \$5,407.

B. Lee Reberger; Lecturer III, Department of Political Science; J.D., Indiana University; six hours; salary \$4,410.

Randall S. Rector; Lecturer I, Department of Mathematics and Computer Science; M.S., Indiana State University; six hours; salary \$3,150.

Walter J. Rinderle; Lecturer II, Department of Communication; Ph.D., University of Notre Dame; twelve hours; salary \$7,560.

Virginia R. Riesenbeck; Lecturer II, Baccalaureate and Higher Degree Nursing Department; M.S., Indiana State University; equivalent to 11.93 hours; salary \$7,516.

Tamera A. Rowshandel; Lecturer III, Department of Communication Disorders and Special Education; M.S., Indiana State University; three hours; salary \$2,205.

Brett Sample; Lecturer I, Department of Physical Education; M.S., Indiana State University; three hours; salary \$1,575.

Robin Shamsaie; Lecturer III, Department of Educational and School Psychology; Ph.D., Indiana State University; three hours; salary \$3,000.

Mark E. Siefert; Lecturer III, Department of Communication; B.A., Southern Illinois University, with special credentials on file; three hours; salary \$2,205.

Neil A. Singleton; Lecturer II, Department of Communication; M.A., Indiana State University; twelve hours; salary \$7,560.

Stacey L. Smith; Lecturer II, Associate Degree Nursing Department; M.S.N., University of South Florida; equivalent to 5.4 hours; salary \$3,402.

John T. Smock; Instructor, Department of Industrial and Mechanical Technology; B.S., Indiana State University, with special credentials on file; twelve hours; salary \$16,000.

Christina Sneddon; Lecturer I, Department of Physical Education; special credentials on file; two hours; salary \$1,050.

Kathleen S. Speigner; Lecturer II, Department of Communication; M.A., Indiana State University; twelve hours; salary \$7,560.

Sumalayo L. Strader; Lecturer II, Department of African and African American Studies; B.S., Saint Mary-of-the-Woods College, with special credentials on file; ten hours; salary \$6,300.

Scott R. Stalcup; Lecturer II, Department of English; M.A., Indiana State University; twelve hours; salary \$7,560.

Michael D. Sturm; Lecturer I, Department of Mathematics and Computer Science; M.S., Indiana State University; six hours; salary \$3,150.

Michelle A. Sullivan; Lecturer III, Department of Communication Disorders and Special Education; M.S., Indiana University-Indianapolis; three hours; salary \$2,205.

Shachi Trivedi; Lecturer III, Organizational Department; M.B.A., Indiana State University; twelve hours; salary \$10,500.

Gary R. Turner; Lecturer I, Department of Music; M.A., Indiana State University; three hours; salary \$1,575.

Linda B. Vickers; Supervisor, Department of Elementary and Early Childhood Education; M.S., Indiana State University; four hours; salary \$3,265.

Debra Lambert Vincent; Lecturer II, Associate Degree Nursing Department; M.S., Indiana State University; eight hours; salary \$5,040.

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

2. Changes of Status and/or Rate

Marion D. Schafer; Department of Industrial and Mechanical Technology; change in educational status to doctorate level; Ph.D., Indiana State University; \$1,200 added to 2001-02 academic year base salary \$53,628, prorated from the effective date of January 4, 2002.

Dale Varble; Organizational Department; change in approved leave of absence, with pay, from the fall semester of the 1999-2000 academic year to the spring semester of the 2002-03 academic year.

3. Resignation

Penelope R. Kyker; Library Services; effective July 31, 2002.

4. Retirements

Torsten K. Alvager; Professor, Department of Physics; retirement leave during the spring semester of the 2001-02 academic year; retirement effective May 4, 2002.

Thomas E. Siefert; Professor, Department of History; retirement leave during the fall semester of the 2002-03 academic year; retirement effective December 14, 2002.

James B. Westgard; Professor, Department of Physics; retirement leave during the fall semester of the 2002-03 academic year; retirement effective December 14, 2002.

B. ADMINISTRATION

1. Appointments

Full-Time Appointment

Bryan Matthew Jackson; Recruiter, Human Resources; B.S., Indiana State University; salary \$30,000 per fiscal year, prorated from the effective date of January 7, 2002.

Temporary Appointments

Bruce E. Drummond; Instructional Designer, Center for Teaching and Learning; M.A., University of Iowa City; salary \$37,000 per fiscal year, prorated for the period of January 22, 2002, through September 30, 2002.

Ruth M. Greenfield; Academic Coordinator in the Ronald McNair Program, Student Academic Services Center; M.S., University of Missouri-Columbia; salary \$27,000 per fiscal year, prorated for the period of January 15, 2002, through September 30, 2002.

Paul W. Mausel; Project Administrator/Materials Developer, Department of Geography, Geology, and Anthropology; Ph.D., University of North Carolina; salary \$8,000 for the appointment period of November 2, 2001, through June 30, 2002.

2. Changes of Status and/or Rate

Jennifer Drake; from Administrative Fellow (quarter-time), in the College of Arts and Sciences and Assistant Professor of English to Administrative Fellow (half-time), in the College of Arts and Sciences and Assistant Professor of English; \$500 stipend for the added duties and responsibilities; effective January 4, 2002, for the spring semester of the 2001-02 academic year.

Cherri Rutan; Multimedia Support Services; continuation of eighty percent workload; effective January 1, 2002, through August 15, 2002.

Elizabeth A. Schrader; Foundation Office, from Account Clerk II (bi-weekly payroll) to Steward, Foundation Office (monthly payroll); salary \$20,355 per fiscal year, prorated from the effective date of February 1, 2002.

3. Resignations

Chandra Shipley; Student Health Center; effective January 18, 2002.

Carol A. Walker; Information Technology; effective January 25, 2002.

4. Retirement

Robert E. Elsey; Interim Vice President for Student Affairs and Dean of Students; retirement leave from July 1, 2002 through December 31, 2002; retirement effective December 31, 2002.

C. COACHES AND ATHLETICS1. Reappointments

Scott Anderson; Assistant Football Coach; employment extended for the period February 1, 2002 through January 31, 2003; salary \$41,500 per employment period.

Tor Dixon; Assistant Football Coach; employment extended for the period February 1, 2002 through January 31, 2003; salary \$30,100 per employment period.

Shannon Jackson; Assistant Football Coach; employment extended for the period February 1, 2002 through January 31, 2003; salary \$24,480 per employment period.

Mark Smith; Assistant Football Coach; employment extended for the period February 1, 2002 through January 31, 2003; salary \$38,598 per employment period.

Ted Unbehagen; Assistant Football Coach; employment extended for the period February 1, 2002 through January 31, 2003; salary \$30,000 per employment period.

3. Resignation

Tor Dixon; Assistant Football Coach; effective February 6, 2002.

D. SUPPORT STAFF REPORT

The Support Staff Personnel Report for the period ending February 8, 2002, is presented in Exhibit A.

**INDIANA STATE UNIVERSITY
 MONTHLY REPORT OF SUPPORT STAFF EMPLOYEES
 FOR THE PERIOD ENDING FEBRUARY 8, 2002**

A. APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Lockard, David	Facilities Management	Grnds Maint Wrkr	\$14,625	01-14-02
McGrew, Amber	Controller's	Acct Clerk II	\$16,087	01-07-02
Pierce, Kelly	Lifelong Learning	Student Services Asst	\$17,258	02-04-02
Rogers, Danielle	Hulman Memorial Student Union	Cust Wrkr II	\$15,600	02-04-02
Taylor, Sarah	Controller's	Acct Analyst	\$16,575	01-02-02
Trout, Sally	Hulman Memorial Student Union	Cust Wrkr II	\$15,600	01-28-02
Utle, Teaa	Student Academic Services	Ofc Asst III	\$16,575	02-04-02

B. LEAVING UNIVERSITY EMPLOYMENT

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Holsinger, Heather	University Telecommunications	01-29-02
Kennedy, Laura	Controller's	01-11-02
Pies, Autumn	Early Childhood Education Center	01-28-02
Stanley, Lolita	Physical Education	12-21-01
Thompson, Amanda	Controller's	01-04-02

2. Retirement

<u>NAME</u>	<u>DEPARTMENT</u>	<u>YRS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Ellinger, Margaret	Hulman Memorial Student Union	6	02-01-02*
Shaw, Joan	Facilities Management	20	01-11-02

*Disability Retirement

C. CHANGE IN STATUS OR RATE

1. Promotion

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Loudermilk, Beth	Human Resources Ofc Asst III \$17,608	Office of Sponsored Programs Sponsored Research Spec \$22,523	01-09-02
Schrader, Elizabeth	Office of Gift Management Acct Clerk II \$17,355	Office of Gift Management Promoted to Monthly	02-01-02

2. Reclassification

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Banta, Denise	Facilities Management Ofc Asst III \$17,862	Facilities Management Facilities Asst \$19,656	01-05-02
Gineman, Judy	Facilities Management Ofc Asst III \$20,182	Facilities Management Admin Asst II \$22,210	01-05-02
Williams, Teresa	Facilities Management Acct Clerk II \$18,622	Facilities Management Admin Asst I \$20,494	01-05-02

3. Transfer

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Lasure, Brandie	Controller's Accounting Serv Supv \$21,586	Hulman Memorial Student Union Auxiliary Serv Coord \$19,422	01-28-02
Miller, Debra	Planning & Budgets Admin Asst II \$24,784	Academic Affairs Admin Asst II \$24,784	01-02-02
Pirtle, Darlene	Admissions Data Entry Op II \$16,575	Admissions Ofc Asst III \$16,575	11-19-01
Roberts, Heather	Enrollment Services Ofc Asst III \$16,945	Admissions Data Entry Op II \$16,945	11-19-01

C. CHANGE IN STATUS OR RATE (CONTINUED)

4. Other

<u>NAME</u>	<u>DEPARTMENT/POSITION FROM</u>	<u>DEPARTMENT/POSITION TO</u>	<u>EFFECTIVE DATE</u>
Akers, Cheryl	Early Childhood Educ Center Early Childhood Spec \$21,121 (fte .83%)	Early Childhood Educ Center Early Childhood Spec \$19,085 (fte .75%)	01-19-02^
Jackson, Stacey	Facilities Management Cust Wrkr \$14,625	Facilities Management Cust Wrkr I \$15,015	01-19-02*
Lewis, Michelle	Hulman Memorial Student Union Cust Wrkr II \$15,795	Hulman Memorial Student Union Cust Wrkr II \$16,419	02-09-02*
Vanatti, Terry	Facilities Management Grnds Wrkr \$14,625	Facilities Management Grnds Wrkr \$15,015	01-01-02*

^FTE Change

*Skill Based Pay

SECTION IV

FEBRUARY 22, 2002

INFORMATION/DISCUSSION ITEMS

1. Ten Year Capital Improvement Plan – Information Only (Mr. Schafer)

Vice President Schafer commented that the Ten-Year Capital Plan is submitted to the Indiana Commission for Higher Education and state agencies every two years. The Board received copies in advance of the meeting for review. The document is due on April 15 subject to final acceptance by the Board at the April 26 meeting.

Mr. Schafer indicated that the administration recognizes the financial status of the State at this time, but we must address the needs of the campus as they exist. Dr. Zietlow agreed that such needs must be presented even though adequate funds at the state level may not be available.

Dr. Pontius thanked all the staff and the consultants for the work done on the space study and the University Hall study. Dean Hopkins was also pleased and said much good work was done on this project (School of Business move).

2. Grants – Information Only – Attachment 1 (Dr. Pontius)

As part of the grants report Dr. Hopkins introduced Terry O'Connor, Director of the Center for Teaching and Learning, who presented a slide presentation on improving student learning competencies. The project also involves IVY Tech and Vincennes University and is the second year of a three year project.

3. Agreements (Dr. Pontius)

(Standard agreement forms are on file in the Office of the Secretary of the University)

1. Indiana Department of Administration – Procurement Division, Indianapolis, IN

The purpose of this agreement is to offer a post-secondary degree program for offenders in the Department of Correction.

2. Counseling Agreements

Agreements have been reached with the following agencies to provide internships in an approved setting for Masters in Counseling Psychology students. Each student will work under the direction and supervision of a counseling psychologist or other professional conducting therapy.

Hamilton Center, Terre Haute, IN
Rockville Correctional Facility, Rockville, IN

3. Ryves Hall Youth Center, Terre Haute, IN

The purpose of this contract renewal is to provide clinical experiences for nursing students.

4. Purchasing Report – Information Only (Mr. Schafer)

Purchases Over \$25,000

Low Bid

Business Furniture Corporation, P0038750, \$27,578.32, Quote: 82706 (1/15/02)

JW Sims and Associates Engineering Co., P0038423, \$38,350.00, Engineering Services on Science Building

Allied Wholesale Electrical Supply, Inc., P0038574, \$48,300.00, Switchgear Electrical for Lincoln Quad

State Contract

Spring Air Industrial Services, Inc., P0038550, \$28,881.00, Spring Air Mattress, 36" x 80", with Fireguard

Contract Renewal

Endeavor Information Systems, P0038722, \$49,275.00, Voyager Software maintenance for the period

4. Vendors Report – Information Only – Attachment 2 (Ms. Sacopulos)

Mrs. House adjourned the meeting at 10:55 a.m.

SECTION IV

February 22, 2002

GRANTS

Research Grants and Contracts

1. Indiana Commission for Higher Education, Fund No. R45063, Proposal No. 02-060
An agreement in the amount of \$44,921 has been received from Indiana Commission for Higher Education for the project entitled, "Building Bridges Across the Mathematics Curriculum: Connecting Elementary School, Middle School & Core 40 Mathematics Courses," under the direction of Dr. Richard Easton, Math & Computer Sciences for the project period January 1, 2002 through April 30, 2003.
2. NASA/Indiana University, Fund No. Fund No. R83052, Proposal No. 02-098
An agreement in the amount of \$16,428 has been received from NASA/Indiana University for the project entitled "TU NASA Forest 02," under the direction of Paul Mausel, Geography and Geology for the project period January 1, 2002 through December 31, 2002.
3. Indiana Small Business Development Center, Fund No. R49022, Proposal No. 01-051
An agreement in the amount of \$30,000 has been received from the Indiana Small Business Development Center for the project entitled, "SBDC-State 01," under the direction of Orville Alexander, Small Business Development Center for the project period January 1, 2001 through June 30, 2001.
4. Indiana Small Business Development Center, Fund No. R36099, Proposal No. 01-051
An agreement in the amount of \$100,562 has been received from the Indiana Small Business Development Center for the project entitled, "SBDC-2001," under the direction of Orville Alexander, Small Business Development Center for the project period January 1, 2001 through December 31, 2001.
5. Indiana Small Business Development Center, Fund No. R49023, Proposal No. 01-176
An agreement in the amount of \$30,000 has been received from the Indiana Small Business Development Center for the project entitled, "SBDC-State 01/02," under the direction of Orville Alexander, Small Business Development Center for the project period July 1, 2001 through June 30, 2002.

The following vendors have accumulated purchases from the University for the time period July 1, 2001 to January 31, 2002 (Fiscal Year) in excess of \$100,000:

**Vendors with Purchases Exceeding \$100,000
January 5, 2002 to January 31, 2002**

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
John Hollifield and Margie A Hollifield	\$ 100,000	Purchase of Land
Manpower Incorporated	102,330	Temporary Employee Services
Markeys Audio Visual Inc	102,987	Parsons Hall AV Capability & AV Projection Systems
Incorp Incorporated	103,987	Asbestos Abatement
ISU Barnes and Noble	139,281	Fall and Spring Book Awards and Office Supplies
Xerox Corporation	188,818	Copier Center and Copier Agreement

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

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
David R Snapp and Associates Inc	\$ 110,971	Architectural Fees for Lincoln Quad & Sandison Halls
Redapt Systems and Peripherals	113,117	Computer Servers
Indiana Cooperative Library Services Authority INC	118,735	OCLC Fixed Fees for Cataloging Software
Thermo Elemental	118,745	PQ ExCell ICPMS System
Altec Industries Inc	129,920	Bucket Truck
Crown Electric Inc	131,400	Cunningham Library Emergency Generator
Sewage Disposal Works	132,237	Sewage Utility Payments
Factory Mutual Insurance Company	132,332	Property Liability Insurance Premium
Business Furniture Corporation	151,651	Furniture for HMSU, Power Plt, Tech Phase 3 & Misc
SBC Global Services Inc	159,936	Telephone Maintenance
Vectren Energy Delivery	163,694	Electricity Utility Payments
John Savoy and Son Inc	169,800	Residential Hall Furniture
Sycamore Engineering Inc	176,609	New Power Plant Electrical Contractor
Indiana Caulking Corp	178,098	Hulman Center Skin Painting
Neff Construction Inc	181,244	Science Bldg ADA Restrooms & Misc Repairs
Verizon North	181,474	Telephone Trunk Line Service
Advanced Microelectronics	189,012	PC and Peripherals Maintenance Contract
Intelenet Commission	199,341	Internet Connection
Indiana Department of Education	203,043	Refund of Unexpended Grant Funds
Allied Wholesale Electrical Supply Inc	215,367	Holmstedt Hall Substation Upgrade
Koch Corporation	245,133	Lincoln Quad Window Replacement
Cavinder Elevators	251,494	Burford Upgrade, Gillum Upgrade, ADA Upgrade & Misc Maint and Repairs
Software Plus	255,108	Microsoft Faculty, Staff, & Student Licensing Agrmnt
BSA Design Inc	279,686	Landsbaum Center
Indiana-American Water Company	291,889	Water Utility Payments
Associated Roofing	296,684	Re-roof HHP Bldg and Lincoln Quad South

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

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
IT Travel	313,715	Travel Expenses
American Seating	315,110	Tilson Auditorium Seating Renovation
John Hancock Life Insurance	316,134	Life Insurance Premiums
Jungclaus Campbell Company Inc.	324,401	Lincoln Quad Stairwells & Hulman Ctr ADA Seating
SCT Software and Resource Management Corp	354,418	Software Maintenance
Office Depot	357,565	Office Supplies
B and S Plumbing	357,709	Jones Hall Mech Renov & Hulman Ctr Steam Line Repl
Postmaster	367,069	Postage Purchases
Williams Randall Marketing Communications	404,712	University Advertising
Forrest Sherer Inc	409,863	Prepaid Insurance, Professional Coverage & Commercial Pkg
Dennis Trucking	446,619	6th St Improvements Base and Phase 2
ST Construction Inc	480,968	Park Lot C Asphaltng, & Curbs & Sidewalks Repairs on Campus
Ebsco Subscription Services	500,000	Library Subscription Service
Delta Dental Plan of Indiana	543,602	Dental Payment Reimbursements
Freitag-Weinhardt Inc	642,402	New Power Plant Mech & Repl Valves in Tunnels
Wabash Valley Asphalt Co Inc	672,655	Stadium Turf Replacement
Dell Marketing LP	679,932	Tech Upg, Univ Serv Computer, Misc Computer Equip
Public Employees Retirement Fund	681,898	Employee Retirement Payments
CDI Inc	812,218	New Power Plant and Jones Hall Projects
NRK Inc	834,788	Emerg & Surveillance Syst, Fire Alarm Syst, Jones Hall Renovation
Energy USA-TPC	1,003,113	Natural Gas Contract Purchases
Indiana Department of Corrections	1,026,462	Academy Courses
Terre Haute First National Bank	1,190,000	VEBA Contributions
PSC Health Systems Inc	1,472,229	Prescription Drug Coverage
Cinergy Services Inc	1,979,433	Electricity Utility Payments
J F Molloy and Associates Inc	4,240,067	University Medical Payments
Sodexho Inc and Affiliates	5,118,927	Dining Services and Catering