

MINUTES
INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

FEBRUARY 24, 2006

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MINUTES
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FEBRUARY 24, 2006

The Indiana State University Board of Trustees met in regular session at 9:00 a.m. on Friday, February 24, 2006, in the State Room, Tirey Hall.

Trustees present: Mr. Alley, Mr. Bonds, Mr. Carpenter, Mr. LaPlante, Mr. Scharton, Mr. Shagley and Mr. Thyen. Trustees absent: Mrs. House and Mr. Smith.

President Benjamin, Vice Presidents Bouse, Floyd, Maynard and Ramey were present. Also attending were Ms. Melony Sacopulos, General University Counsel and Secretary of the University, Dr. Steve Lamb, Chairperson, University Faculty Senate, Ms. Kelly Hall, Chairperson, Support Staff Council, and Mr. Hobart Scales, President of the Student Government Association.

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

SECTION I

A. APPROVAL OF THE JANUARY 12, 2006 MINUTES AND CERTIFICATION OF EXECUTIVE SESSION (Mr. Alley)

On a motion by Mr. Thyen, seconded by Mr. Bonds, the minutes of the January 12, 2006 meeting and Certification of Executive Session were approved as presented.

B. DATES OF NEXT MEETING (Mr. Alley)

The next meeting of the Board will be held on April 27-28, 2006.

C. REPORT OF THE BOARD PRESIDENT (Mr. Alley)

Mr. Alley reported that last evening the Trustees had an opportunity to have dinner with 16 of our promising scholars at the University. This project is funded through the Lilly Endowment. I cannot share with you how proud the Trustees are of these faculty members and impressed with the caliber of projects that will help them move forward in their research. These are important efforts and will impact the University. The Board is very proud of these faculty members and wish them the best. This program will be continued for another three years and candidates will be reviewed for next year. This is a competitive process.

Mr. Alley said enrollment is a top priority for the University and he and Trustee Bonds had the opportunity to attend a recruiting event at the Indianapolis Speedway on Sunday. This was a great event to reach out to students and parents in the Indianapolis area. These events are of great importance and will help bring students to ISU. The enrollment issue will not be a short term fix but these important events will yield in results as the University moves forward. The Trustees applaud all of the work being done at the University to deal with enrollment.

Networks Third Annual Regulatory Summit will be held in Washington, D.C. on March 1. That is a great tradition. The Networks Program is raising the bar and achieving the objectives we laid out for it.

The Board offers condolences to the family of Francois Muyumba, Associate Professor of African and African American Studies, who died unexpectedly on February 10. He will be deeply missed by the University family.

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

President Benjamin commented on the ISU Magazine at the Trustee places saying he thinks the magazine is a beautiful and informational publication.

The work of the enrollment task force continues and the response of the campus community has been great. Faculty and staff are working very hard as are alumni. The alumni network continues to grow. The focus on the campus is enrollment and it is job one.

Recap of NFI Visit to the State House

Dr. Benjamin reported that on Tuesday, 25 of our students were honored at the Indiana State House for their hard work in the ISU Networks Financial Institute Scholars Program. These students were accompanied by Elizabeth Coit, Executive Director of the Networks Financial Institute, and Dr. Bruce McLaren, Associate Dean of the College of Business. They joined me to receive a Joint Concurrent Resolution from the members of the Indiana House of Representatives.

This was a day of high visibility for Indiana State, and we are grateful to Representative Clyde Kersey and Senator Tim Skinner, sponsors of the Resolution. We also appreciate House Speaker Brian Bosma and President Pro-Tem of the Senate Robert Garton, for making the event possible. I would also like to thank Greg Goode, Executive Assistant to the President for External Relations, for his continued efforts to build awareness of and appreciation for Indiana State University with our legislators and elected officials.

Dr. Benjamin noted that this is the last meeting with Hobart Scales as President of the Student Government Association. The time has gone by quickly and all of us are mindful of the things Hobart contributed. Dr. Benjamin congratulated A.J. Patton and Ashley Krebs on their election as President and Vice President of SGA.

Black Leadership Conference

ISU hosted the 2006 Black Leadership Conference for college students earlier this month. This was a first for the campus and we hope to offer this event on an annual basis. The conference was organized by Charlie Potts, Charlie Brown, Laneece Williams, Julia Bruce and several of our students. The conference featured a day and a half of sessions and drew 150 attendees, including students from several community colleges throughout the Midwest.

Alumnus Connia Nelson, Vice President of Human Resources for Verizon Communications in New York City, was one of the keynote speakers. Prior to the conference, Ms. Nelson spent the entire day conducting interviews with a number of our students for possible internships and jobs with Verizon.

The University made some strong connections with a group of community college students who have indicated an interest in completing their four-year degrees at ISU after attending the conference. Thanks to all those involved for developing a program that should serve the University well on a number of fronts.

Promising Scholars Program

Last night the Trustees had the opportunity to meet our first class of Promising Scholars, eighteen up-and-coming faculty members who have been awarded research grants of up to \$15,000 for each of 16 projects. The program is part of a four-year Lilly Endowment grant to recruit and retain intellectual capital for Indiana's higher education institutions. The second group of scholars will be named later this spring.

Another portion of the Lilly grant will support a select group of academic programs in their efforts to become distinctive. By May 1st we will have determined the programs that will be designated as programs of national distinction, state and regional distinction or programs of promise.

Habitat for Humanity House

Dr. Benjamin reported that as part of the University's community outreach efforts, Indiana State University will sponsor the building of the 51st Habitat for Humanity House in Terre Haute.

This project is an outgrowth of the Human Rights Day focus on poverty, hunger, and homelessness. In addition to the Human Rights Day Committee, the Center for Public Service and Community Engagement, the College of Technology, the Office of Student Activities and Organizations, the Support Staff Council, the Office of Alumni Affairs and Facilities Management are assisting with the project.

The framing of the house will be completed on campus. After it is framed, the house will be moved to the worksite at the corner of 13 ½ and Seabury where it will become the home of a single mother and her three children.

Practically the entire campus will be participating in the project either as a volunteer laborer, a donor or as a part of any of a number of fundraising activities planned to support the building of the house. Dr. Benjamin recognized Dr. Nancy Rogers and Dr. Bruce Dallman for their leadership in heading up this worthwhile project.

We would like to extend an invitation to the Trustees and the entire campus community to join us for the nail-driving ceremony, which will kick off the project. The ceremony will take place at 11:00 a.m. on Tuesday, March 7, in the atrium of the Myers Technology Center. Most of the framing of the house is going to occur during the University's spring break. This is how many of our students and faculty will be spending their break.

Enrollment Update

On Sunday, the Office of Admissions hosted a high-level event for prospective students and their parents at the Indianapolis Motor Speedway Museum. I would like to express our appreciation to Alumnus Tony Hulman George, President and CEO of the Speedway, for providing the spectacular venue for this event. Thanks also to Trustees Alley and Bonds for attending.

Dr. Benjamin asked Provost Maynard to give a brief update of current recruitment efforts.

Dr. Maynard said that recruitment and retention continues to be one of the primary goals of the campus. The enrollment task force continues to provide leadership and stimulates action and change across the campus. He briefly

commented on a number of initiatives including expanding contacts, changes to scholarship programs, focusing on coordinating volunteer efforts, and focusing on improvement in transfers. These efforts have made a difference in improved retention rates for the fall to spring with freshman rates from 84% to 86% for fall to spring, transfer retention rates were consistent at 80% and increased applications for President's Scholars and NFI programs with over 250 applicants meeting the criteria compared to 170 a year ago. In the next few months we will have new initiatives with faculty, alumni and current students. We will continue our efforts to contact admits, but focus attention on those still not having applied.

Budget Planning

President Benjamin reported that budget planning for the upcoming fiscal year is well underway as we work together to address the budgetary challenges created by the significant cut in our state appropriation and the loss of revenue due to recent enrollment declines. Through the President's Planning and Resources Committee, we have gathered input from our faculty, staff and student leaders on the budget planning principles we are using to guide us through this process. In addition to the general principles utilized annually, we have adopted three more specific principles to help deal with the significance of this year's budget cuts including

- Lifting the hiring freeze in order to allow managers to address permanent staffing changes in a more strategic fashion;
- Recognizing that the elimination of some staff, EAP and open/non-tenure track faculty positions may be required; and
- Placing a priority on maintaining the University's overall commitment to funding student positions at the undergraduate and graduate levels in order to advance our strategic goals of enhancing student retention and engaging students in experiential learning.

In the coming weeks, we will know more about the specific impact the budget decisions will have. Dr. Benjamin thanked the cabinet members, faculty, support and student leaders for their assistance, advice and counsel on addressing this issue. There is a shared understanding of the challenge and what it will take to address it.

Be Energy Aware Campaign

At your places is a copy of the latest issue of the Indiana State Connection featuring a center spread story on the launch of a new awareness campaign, "Be

Energy Aware,” designed to reduce energy costs. This effort is the latest in a series of projects initiated by our facilities management staff during the last 15 years to ensure that we are being good stewards of our natural and financial resources. This campaign is being led by Jim Jensen and Pat Teeters from Facilities Management with public relations assistance provided by Katie Spanuello, the Editor of the Indiana State Connection. This is a worthwhile project that could result in significant cost savings for our University.

Death of Francois Muyumba

The Trustees will be acting on a memorial resolution today for one of our long-time professors, Dr. Francois Muyumba, Associate Professor of African and African American Studies. His unexpected death from an apparent heart attack has generated a tremendous outpouring of grief and condolences for his wife, Valentine, who is an Associate Librarian in Cunningham Memorial Library, and their family. Dr. Muyumba was not only known for his scholarly work in helping to build our African American Studies Program and creating the University’s Pan-African Conference, but also for his wonderful sense of humor and attitude about life. His contributions were many and he will be sorely missed.

Comprehensive Fundraising Campaign

Lastly, at its annual retreat meeting last month, the Indiana State University Foundation Board of Directors reviewed the findings and recommendations of a philanthropic market study completed by Campbell & Company. The study evaluated the University’s ability to successfully conduct its first major comprehensive fundraising campaign. The Foundation Board voted to move forward in the quiet phase of the campaign with a target goal to be determined by the success in landing lead gifts prior to the public launch.

Dr. Benjamin introduced Gary Bouse, Vice President for University Advancement and Executive Vice President of the ISU Foundation to talk about the next steps.

Dr. Bouse spoke briefly on the steps to be taken for the campaign including the selection of the campaign chair or co-chairs, selection of the campaign steering committee members, timeline, support from Alumni Board of Directors and role of Campbell & Company.

The first phase is the selection of the chair and we anticipate having the campaign chair recruited within the next 2-3 weeks. We will begin to recruit the executive committee and steering committee members and expect to have the executive committee recruited by the end of March. The private phase will take 18-24 months and then the campaign will be announced to the public. The consultants

have much experience in these types of programs and will assist and guide us as we move forward. Support of the alumni and leadership from the University is very critical in order to reach our goal.

Dr. Benjamin said this is an exciting time for Indiana State. He appreciates the efforts Vice President Bouse, the Foundation Chair Larry Boulet, the entire Foundation Board and others are putting forth to make this long-anticipated dream of launching a comprehensive fundraising campaign come to fruition. This effort will have a major impact on our university and on advancing our strategic goal.

As President of the Board of Trustees, Trustee Mike Alley also sits on the Foundation Board, a role for which is particularly suited since he is a former Chair of the Foundation Board as well. Dr. Benjamin asked Trustee Alley to comment on the comprehensive campaign.

Mr. Alley said that Trustee John Thyen is also on the Foundation Board of Directors and was at the retreat in Florida. With the endorsement of this campaign it is going to propel us to a new level. One of the key priorities we have is diversifying our funding base and we are delighted the campaign has come to this stage.

Mr. Alley said this is an historic moment for both Indiana State University and the Indiana State University Foundation as we move forward in launching the quiet phase of the first comprehensive campaign the university has undertaken. This will not be an easy task. In order to be successful, we will need the enthusiastic support and involvement of our alumni, faculty, staff and friends. The campaign will also put new demands on President Benjamin who not only serves as President of the University but also as President of the Indiana State University Foundation. The campaign will be a major priority for President Benjamin and will require a significant portion of his schedule be dedicated to fundraising activities. We will be sure not to lose our other priorities but this is hand-in-glove to achieve long term goals.

The Trustees are excited and supportive of this initiative and challenge President Benjamin, Vice President Bouse, the fundraising staff and the campaign volunteer leaders to pursue this effort aggressively.

It is our hope that in five years, we will come together to celebrate the huge success of an ambitious fundraising campaign and to highlight the ways this effort will forever change our University.

E. REPORT OF THE FACULTY SENATE CHAIRPERSON (Dr. Lamb)

Dr. Lamb thanked President Benjamin for distributing to the campus community an e-mail containing a preview of the Board of Trustees meeting. Many faculty members have commented positively on this communication.

Dr. Lamb said that in his last report, when talking about enrollment, he commented that the percent of confirmed admits was only 61% of what they had been in the previous year. At this point in time, they are up to 72% of what they were a year ago. However, the enrollment task force has realized that the statistic that is most suspect in enrollment reports is that of confirmations, and they are investigating alternatives to make that value connected to reality in such a way that early enrollments are encouraged.

He continues to be very impressed with the work that the enrollment task force is doing and with the questions that are being raised and addressed. This initiative will have both short term and long term impact and needs to be institutionalized.

It is his impression that faculty were and continue to be extensively involved in the faculty Telecounseling Program spearheaded by Kris Rogers, Assistant Director for Volunteer Outreach. Dr. Lamb said he is hopeful that the faculty effort has been somewhat responsible for the percentage increase in confirmations.

On another issue, the College of Nursing faculty is hopeful, given the national and state demand for nurses that additional resources will be made available to enable them to better serve their increased enrollment and to grow as a unit.

The State is aware of the need for an increased supply of nurses. Apparently, when the ratio of nurses to patients is calculated, Indiana is fifth in the nation from the bottom. He said he has heard that nationwide, half of all qualified candidates are denied entrance to nursing schools. If additional state funds were dedicated to resolving the existing shortage of nurses, we could perhaps pay salaries, and create working conditions that would attract and retain capable nursing faculty. The College of Nursing could do much to address our enrollment and image problem. The University has an historical foundation in this domain of nursing education, one in which there is vast community and state understanding and support. This domain has value, respect, and ties intimately to our mission. Dr. Lamb asked the administration and Board to have an open mind concerning opportunities in Nursing education.

Faculty and the entire University community are very pleased that the Board is considering the proposed change in the Staff Dependent Child Fee Waiver. This

will surely impact upon loyalty and provide a significant benefit to many employees.

The creation of the Voluntary Flexible Spending accounts is also significant money in the bank for many individuals. Dr. Lamb said he hopes that a much higher percentage of employees will take advantage of this plan next year. Thanks go to all the administrators involved for both the dependent child fee waiver and flexible spending accounts initiatives.

The Faculty Senate, in cooperation with the administration, has recently passed revised language concerning the role of department chairs. This is the end result of two years of effort.

The Senate also refined and increased the role that special purpose faculty will play in the Faculty Senate. Both modifications will require Board approval.

The Faculty Senate also changed the quantitative literacy requirement in a direction that is definitely transfer-friendly and will aid enrollment efforts without negatively impacting quality.

F. REPORT OF THE SUPPORT STAFF CHAIRPERSON (Ms. Hall)

Ms. Hall reported that the POPS ISU Preview Day was held on January 27, 2006. Thirty-three prospective students of staff and faculty attended. Students were welcomed on campus by Admissions and the Support Staff Council and started the day with a chance to visit academic sessions from Technology, Arts and Sciences, and the College of Business to name a few. They heard presentations from many areas on campus: How it is to live in a residence hall, how to get a job on campus, how to tackle financial aid and what all this means for them if they give it their all. The highlight of the day was the student and parent panels made up of students whose parents work on campus and parents who are staff members and have children who are or have attended ISU. The prospective students actually had fun and enjoyed the day and the parents learned how it is to be a parent of a college student.

Thanks go out to everyone involved in this event, we definitely made a good impression and hope this will be an annual event. One of the most important groups that helped with the day is the POPS committee on campus.

Kelly noted that on the agenda today is the Dependent Child Fee Waiver proposal. Several persons have been instrumental in bringing this important proposal to the Board and she hopes that each one of them knows what this will mean to the staff and faculty of ISU. This proposal would not have been possible without the

relentless work of the committees and Chairs of FEBC, SEBC, President Benjamin, Vice President Floyd, and the staff in the Business Affairs area.

This proposal will literally mean the difference of a child going to college or not. The staff and faculty of ISU work hard everyday to bring the ISU experience to students and their children should have an opportunity to have that experience too. She hoped the Board would vote to approve the Staff Dependent Child Fee Waiver proposal.

F. REPORT OF THE STUDENT GOVERNMENT ASSOCIATION PRESIDENT
(Mr. Scales)

Mr. Scales reported that the SGA elections were held on Wednesday and there was an increase in the number of students voting in the election over last year. The new officers will assume their positions in March. The President is A.J. Patton and the Vice President is Ashley Krebs. Ashley has been a Senator with SGA for 2 years. Hobart asked the new SGA President if he would like to comment on the election.

A.J. Patton said he is a sophomore majoring in marketing and minor in communications, and is a graduate of North Vigo High School. He is looking forward to working with the Board and administration.

Relay for Life is coming to ISU on April 22-23. SGA is sponsoring this event to raise funds to fight cancer. Set up for the event will be at the Michael Simmons Building.

SGA is working with Dean Williams to raise funds for the Child Care Center to purchase slippers, coloring books and other items for the children. We are very happy to take on that project.

SGA members will meet with students who are coming to campus tomorrow. We will share with them what ISU has to offer and hopefully to get them excited about coming here. SGA members are looking forward to that event.

Hobart said this will be his last chance to be here as President of SGA. He said he has enjoyed his time being with the Board. He felt this group of people helped define who he is and it has been an honor to sit with them. He thanked the Board and administration for investing in him. It has been a pleasure.

Mr. Alley thanked Hobart for his work in SGA and said Hobart had an impact that will be lasting forever.

H. SODEXHO CONTRACT AND LEASE RENEWAL (Dr. Ramey)

The July 1, 2002 Indiana State University dining services contract and lease with Sodexho Campus Services expires June 30, 2006. The contract allows for two renewal periods of four years by mutual agreement of the parties. A new lease is required.

In December 2005, a committee representing students, faculty, and staff met to consider factors that would determine whether to re-bid or renew the existing dining service contract with Sodexho Campus Services. These factors included a discussion of past performance and review of a vision statement submitted to the University by Sodexho.

After discussion, the committee agreed that the current partnership is strong and that Sodexho's vision will insure that our dining services will remain progressive and competitive. The group unanimously recommended that the contract be renewed, and a new lease be implemented for the period July 1, 2006 through June 30, 2010.

Recommendation: Acceptance of the proposed contract amendment as presented in Exhibit A and the new lease as presented in Exhibit B.

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

I. HIGH SCHOOL SUMMER HONORS PROGRAM FEES (Dr. Maynard)

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 total fee charged in Summer 2005 was \$649.00. A small increase is necessary for 2006 due to increase in room and board and activities expense. The program is offering a commuter option this year which necessitates a two-tiered fee schedule. The fees recommended for Summer 2006 are as follows:

	<u>Residential</u>	<u>Commuter Option</u>
Room and Board	\$383.26	
Meal Plan only (Lunch & Dinner)		\$185.50
Summer Honors	\$280.74	\$280.50
General Fund	\$ 15.00	\$ 15.00
Tuition	-0-	-0-
Total	<u>\$679.00</u>	<u>\$481.00</u>

Recommendation: Approval of the High School Summer Honors Program Fees for Summer 2006.

On a motion by Mr. Thyen, seconded by Mr. LaPlante, the recommendation was approved.

J. VOLUNTARY FLEXIBLE SPENDING ACCOUNT (Mr. Floyd)

The University is implementing a Voluntary Flexible Spending Account for employees desiring to participate in this plan. Employees may designate an amount to tax defer from their pay. The University would like to establish a separate bank account so that University operational funds and these funds are not co-mingled.

Recommendation: Authorization of the President and/or Vice President for Business and Treasurer to establish a new Voluntary Flexible Spending bank account and to designate individuals who will be authorized to make electronic transfers to and from this account.

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

K. ISU TRAVEL CARD (Mr. Floyd)

The University would like to implement a Travel Card. These cards would be used for staff and students (primarily coaches and athletes) to cover travel expenses while on the road for University business. This card will eliminate the need for cash advances for athletic teams, thus reducing the cash exposure of the University.

Implementing this Travel Card is a result of a recommendation from Internal Audit after conducting a review of athletic travel procedures and reviewing university best practices. These cards will be reconciled and transactions

reviewed on a monthly basis. ISU travel procedures and policies are in effect for all University travel.

Recommendation: Approval of an ISU Travel Card with individuals assigned to a travel card to be approved by the President and/or Vice President for Business Affairs and Treasurer, or his designees.

On a motion by Mr. Thyen, seconded by Mr. LaPlante, the recommendation was approved.

L. ELECTRONIC FUNDS TRANSFER ACCOUNT (Mr. Floyd)

The University is implementing a new processor (Elm Resources) for handling student loans electronically, including subsidized and unsubsidized Stafford loans and Alternative loans. This new processor will consolidate the various lenders and current processors into one amount, which will allow for more efficient processing by the Financial Aid Office. Federal regulation requires that these proceeds cannot be co-mingled with other funds and must be transferred directly to a bank account restricted for this purpose. This account will allow the University to handle reconciliations for ELM in a more efficient manner. The current bank account used for handling student loans electronically will be phased out as ELM processing begins.

Recommendation: Authorization of the President and/or Vice President for Business Affairs and Treasurer to establish a new EFT bank account and to designate individuals who will be authorized to make electronic transfers to and from this account.

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

M. FEE POLICY AMENDMENT PROPOSAL (Mr. Floyd)

Periodically, Indiana State University has opportunities to develop academic programs of strategic importance at locations remote to the Terre Haute campus. Some of these opportunities provide for the delivery of instruction resulting in the award of ISU credit hours. Current fee policy requires fees to be assessed at the standard Board-approved credit hour rates for these programs. Unlike programs delivered on campus, many of these programs do not require the utilization of many of the services and facilities provided for on-campus programs.

Recommendation: That the Board authorize the University President to determine programs of strategic importance to the University that would be eligible for a flexible fee assessment. It is further recommended that with the approval of the President and Treasurer, the Provost be authorized to establish a credit hour fee that is not lower than the direct costs of the program being provided.

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

N. STAFF DEPENDENT CHILD FEE WAIVER (Mr. Floyd)

The current dependent child fee courtesy is in the form of a fee award of \$1,200 per semester for a maximum of eight semesters. This award has been in place at this amount since 1997-98. It is proposed that this award be changed to provide improved benefits for dependent children of full-time, benefits eligible employees.

The fee waiver is proposed to waive 80 percent of qualified tuition per semester for a maximum ten (10) semesters for Dependent Children of Qualified Employees of ISU who are full-time Undergraduate students.

Fee Waiver Guidelines:

- A "qualified employee" for these purposes includes full-time members of the faculty, staff, or Executive/Administrative/Professional staff who are eligible to participate in the staff benefits programs; and have been employed at Indiana State University in that capacity for at least one year. Also included are employees who are retired under official university retirement status who met all of the above criteria as of the date of retirement. One year and temporary employees are not eligible for this benefit.
- "Dependent Children" for this purpose are children of qualified employees who are a dependent as defined by the by Federal Income tax guidelines, including stepchildren and children who have employees as their legal guardians.
- A "Full-time Undergraduate student" for this purpose is a student enrolled for a minimum of twelve (12) semester hours at Indiana State University in a semester and pursuing either their first baccalaureate or associate degree at Indiana State University. The student must remain enrolled for 12 hours through and including the 28th day of the semester to receive the waiver.
- A "Full-time Undergraduate student" for the purpose of summer coursework must enroll in a minimum of 12 hours over the summer.
- A student must have a 2.0 cumulative grade point average to have continued eligibility for the Dependent Child Fee Waiver.

- The waiver will be applied as a credit against the qualified tuition for the applicable semester. Qualified tuition does not include mandatory fees which are identified as a separate billing item and not included in the basic tuition charges. There is no partial use of this waiver. There are no fee waivers for extension or correspondence courses.
- Individuals receiving a full University-sponsored scholarship are not eligible for this additional waiver which includes, but is not limited to, the Presidential Scholarship, full-ride athletic scholarships and Foundation-sponsored scholarships.
- This fee waiver program can be modified or eliminated at any time at the University's discretion.

Recommendation: That the Dependent Child Fee Waiver as outlined above be approved for the beginning of the 2006-07 academic year.

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

O. IN MEMORIAM (Ms. Sacopulos)

Memorial Resolutions for the following individuals are presented in Exhibit C.

Elmer L. Brooks; Professor Emeritus of English, died on January 2, 2006.

Frances M. Montgomery, Custodial Worker (retired), Residential Life, died on January 14, 2006.

Francois Muyumba; Associate Professor, African and African-American Studies, died on February 10, 2006.

Carl E. Parks; Executive Director Emeritus of the Indiana State University Foundation, died on January 11, 2006.

Recommendation: Acceptance of the Resolutions and acknowledgement of years of service to the University.

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

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AMENDMENT

**INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES**

AND

**SODEXHO SERVICES OF INDIANA LIMITED
PARTNERSHIP**

THIS AMENDMENT, dated January 23, 2006, is between INDIANA STATE BOARD OF TRUSTEES ("ISU") and SODEXHO SERVICES OF INDIANA LIMITED PARTNERSHIP ("Sodexho").

WITNESSETH:

WHEREAS, Client and Sodexho entered into a certain Management Agreement, dated May 1, 2002, ("Agreement"), whereby Sodexho manages and operates Client's Food Service operation at Terre Haute, Indiana;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 3.1 (A) is hereby deleted in its entirety and the following substituted therefor:

"A. The term of this Agreement is (4) four years, commencing July 1, 2006, and shall be subject to one (1) subsequent four (4) year renewal upon mutual agreement of the parties, unless terminated by either party as hereinafter provided."

2. Effective July 1, 2006, Section 6.3 is hereby deleted in its entirety and the following substituted therefor:

6.3 Resident Dining Rates. The following resident dining rates are in effect for the 2005-06 resident dining calendar, and shall be used as the base rates for annual rate discussions beginning with the 2006-07 calendar.

Standard (L-1)	Freshman & Sophomore Basic Plan	34 weeks@	\$69.46
Standard (L-2)	Junior Basic Plan	34 weeks@	\$63.70
Standard (L-3)	Senior Basic Plan	34 weeks@	\$61.85
Hall Staff	Hall Staff	34 weeks@	\$66.10
GIA Athletes	Grant in Aid Athletes	34 weeks@	\$61.85
Common Adv	Add-on For Commons Advantage Option	34 weeks@	\$10.50
Combo Adv	Add-on For Combo Advantage Option	34 weeks@	\$6.73
Credit Adv	Add-On for Credit Advantage Option	34 weeks@	\$4.59
JSG Waivers	Jr, Sr, Grad option to roll forward exist balances only	17 weeks @	(\$19.09)

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

For the 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 Spring '06 semester.

Tier 2: Those students carrying 56-86 academic credits as of the start of the Spring '06 semester.

Tier 3: Those students carrying 87 or more academic credits as of the start of the Spring '06 semester

3. Section 8.3 is hereby deleted in its entirety and the following substituted therefor:

"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)	.75% 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."

4. Section 8.4 is hereby deleted in its entirety and the following substituted therefor:

~~"8.4 Investment. Sodexho shall purchase a CBORD System for the Food Service operation in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) ("Investment"). Sodexho shall amortize the Investment on a straight-line basis over three (3) years, commencing with the date the equipment is placed in service. Such amortization shall be charged as an Operating Expense of the Food Service operation. Client shall own the Investment.~~

If prior to the complete amortization of the Investment any of the following events occur:

- (i) the Agreement expires;
- (ii) the Agreement is terminated;
- (iii) the Agreement is amended and such modification has an adverse economic impact on Sodexo; or
- (iv) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement; then Client shall reimburse Sodexo, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (iii) or (iv) above, the unamortized portion. "

5. Section 10.8 is hereby amended to reflect an address change for notices to Sodexo as follows:

"To Sodexo: Sodexo Services of Indiana Limited Partnership
Attention: Bill Lacey
Senior Vice President
5000 New Point Rd., #3202
Williamsburg, VA 23188"

6. This Amendment is effective July 1, 2006, unless otherwise stated herein and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

INDIANA STATE UNIVERSITY BOARD OF TRUSTEES

By: _____
Name (printed): _____
Title: _____

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

By: _____
Bill Lacey
Senior Vice President

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LEASE

THIS LEASE (hereinafter "Lease"), effective as of the first (1st) day of July, 2006, made and entered into by and between INDIANA STATE UNIVERSITY BOARD OF TRUSTEES, a body corporate existing under the laws of the State of Indiana (hereinafter called "Landlord"), and SODEXHO SERVICES OF INDIANA LIMITED PARTNERSHIP LLP (hereinafter called "Tenant").

ARTICLE I

THE DEMISE

SECTION 1.01. LEASE AND DESCRIPTION OF LEASED PREMISES. Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord does hereby lease, demise and let to Tenant, and Tenant does hereby lease from Landlord the Leased Premises.

ARTICLE II

DEFINITIONS

SECTION 2.01. DEFINITIONS. The following listed terms shall have the meanings set forth:

- (a) Building: The Hulman Memorial Student Union Commons, a portion of the Hulman Memorial Student Union Complex, which is the integrated project comprised of the Hulman Memorial Student Union Building, the HMSU Commons, and the associated Plaza, all located on the campus of Indiana State University in Terre Haute, Indiana, and shown on Exhibit A-1.
- (b) Leased Premises: Approximately 25,945 square feet in the Building, designated on the plan attached as Exhibit A-2.
- (c) Initial Term: Four (4) years from Rental Commencement Date.
- (d) Extended Term: As set forth in Section 3.03.
- (e) Commencement Date: The date first set forth above, except that Rental shall begin as described in Article V.
- (f) Expiration Date: The fourth (4th) anniversary of the Rental Commencement Date, unless earlier terminated pursuant to the terms of this Lease.
- (g) Tenant's Customary Business: Retail Food Service.
- (h) Security Deposit: Intentionally waived.

- (i) Fiscal Year: Tenant's fiscal year for general accounting purposes.
- (j) Accounting Period: The twelve accounting periods which, for general accounting purposes, comprise Tenant's Fiscal Year.
- (k) Tenant's Proportionate Share: The Leased Premises constitute 62.8% of the leaseable square footage of the Building for purposes of assessing Operating Cost pursuant to Section 5.07 and for purposes of assessing Impositions pursuant to Section 5.05.
- (l) Percentage Rent: Not applicable.
- (m) Food Service Agreement: The Management Agreement entered into by and between Landlord and Sodexo Services, February 22, 2002, as amended February 24, 2006, and effective July 1, 2006.
- (n) Default Rate: As set forth in Section 11.03.
- (o) Business Day: Any calendar day (excluding Saturdays and Sundays) on which national banking associations having principal offices located in Terre Haute, Indiana are open for business during their normal office hours.

ARTICLE III

TERM

SECTION 3.01. TERM. Subject to and upon the terms and conditions set forth herein, or in any exhibit or addendum hereto, the Initial Term of this Lease shall be for a period of four (4) years beginning on the Commencement Date and ending on the Expiration Date, except, however, this Lease shall be earlier terminated on the date of expiration or termination of the Food Service Agreement. Such termination shall not prevent Landlord from using any remedies available to Landlord under Section 11.02 of this Lease. In the event that the Leased Premises should not be ready for occupancy by the Commencement Date for any reason, Landlord shall not be liable or responsible for any claims, damages, or liabilities in connection therewith or by reason thereof, and the Initial Term of this Lease shall continue until the Expiration Date as provided in Article II above. After the Rental Commencement Date, Landlord and Tenant will, at the request of either, execute a declaration specifying the revised Rental Commencement Date and Expiration Date of the Initial Term of this Lease. If, as a result of the Rental Commencement Date being other than the first day of a month, this Lease would expire on a day other than the last day of a month, the length of the term shall be extended through the last day of that month.

ARTICLE IV

USE AND OCCUPANCY

SECTION 4.01. USE. The Leased Premises are to be used and occupied by Tenant solely for the purpose of Tenant to conduct Tenant's Customary Business, and for no other purpose. Tenant shall not at any time leave the Leased Premises vacant or otherwise discontinue or contract operations in the Leased Premises except as provided in Article VIII; but shall, in good faith, continuously throughout the Term, conduct and carry on in the entire Leased Premises the type of business for which the Leased Premises are being leased to Tenant. Tenant shall operate its business in an efficient, first-class, and reputable manner so as to produce the maximum amount of sales from the Leased Premises, and shall, except during reasonable periods for repairing, cleaning and decorating, keep the Leased Premises open to the public for business with adequate personnel in attendance on all days and during all hours (including evenings) mutually established by Landlord and Tenant from time to time as store hours for the Building, and during any other hours when the Building generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance, or governmental regulation. Tenant shall use only so much of the areas specified in Exhibit A-2 for storage and office purposes as are reasonably required therefore. Tenant shall use no other areas for such purposes.

SECTION 4.02. CARE OF THE LEASED PREMISES. Tenant shall not commit or allow any waste to be committed on any portion of the Leased Premises. Tenant shall not occupy or use, permit to be occupied or used, place any object in, or permit placement of any objects in any portion of the Leased Premises for any business or purpose which is unlawful, disreputable, or deemed to be extra-hazardous on account of fire or other casualty, or which would in any way violate Landlord's policies of hazard or liability insurance or which would prevent Landlord from procuring such policies in companies acceptable to Landlord or which would in any way increase the cost of fire and casualty insurance coverage on said Building and/or its contents. Notwithstanding anything herein contained to the contrary, if Tenant occupies or uses or permits to be occupied or used, or places or permits to be placed any objects in any portion of the Leased Premises for any business or purpose which is not in the ordinary course of Tenant's Customary Business, or permits anything else to be done which is not in the ordinary course of Tenant's Customary Business, which would in any way increase the cost of fire and casualty coverage on the Building and/or its contents, then Tenant shall pay the entire amount of the increase in cost of such fire and casualty coverage.

SECTION 4.03. LAWS AND REGULATIONS; RULES OF BUILDING. Tenant shall comply with the matters set forth in Section 13.01 and with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, or promulgated by other agencies or bodies having any jurisdiction thereof) and insurance requirements, relating to the use, condition, or occupancy of the Leased Premises. Tenant shall comply and shall cause its employees, subtenants, concessionaires, and licensees to comply with the Rules of the Building adopted by Landlord from time to time (including those attached hereto as Exhibit C for the safety, care, and cleanliness of the Leased Premises and the Building, including the Common Area, and for preservation of good order therein, all of which will be sent by Landlord to Tenant in writing and

thereafter shall be carried out and observed by Tenant: provided, however, that if Landlord adds to, amends, or otherwise alters the Rules of the Building as set forth on Exhibit C, the resulting Rules shall be reasonable and not otherwise inconsistent with the rights granted to Tenant under this Lease. A violation of any of the Rules of the Building which remains uncured for ten (10) days after written notice thereof from Landlord to Tenant shall constitute a default by Tenant under this Lease. If there is a conflict between the Rules and any of the provisions of this Lease, the provisions of this Lease shall prevail. Landlord shall make reasonable efforts to enforce the Rules of the Building uniformly against all tenants in the Building; provided, however, that Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules by any other tenant in the Building.

SECTION 4.04. NUISANCE. Tenant shall conduct its business and supervise its agents, employees, subtenants, concessionaires, and licensees in such manner as not to create any nuisance, or interfere with, annoy, disturb, or endanger any other tenant or Landlord in their use of their respective premises and the Building. Tenant shall not do anything which would tend to injure the reputation of the Building; to that end, Tenant covenants that it will not sell, distribute, display, or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operation of the Building or may tend to injure or detract from the character or image of the Building.

SECTION 4.05. CARE. Tenant shall take good care of the Leased Premises and keep the same free from waste at all times. Tenant shall keep the Leased Premises including the inside and outside of all glass in doors and windows of the Leased Premises, all exterior store surfaces of the Leased Premises and any sidewalks, corridors, aisles, passageways, service-ways, and loading areas adjacent to the Leased Premises or allocated for the exclusive use of Tenant neat, clean, orderly and sanitary and free of dirt, rubbish, refuse, snow and ice at all times, and shall store all trash, garbage, rubbish and other refuse in vermin-proof and fireproof containers within the interior of the Leased Premises and shall deposit all such trash, garbage, rubbish and refuse, on a daily basis, in receptacles provided and designated for such purpose by Landlord. Landlord shall provide a removal service for emptying such receptacles and shall include the cost thereof as Operating Cost under Section 5.07. Receipt and delivery of goods and merchandise shall be made only in the manner and in the areas prescribed by Landlord. Tenant shall not permit undue accumulations of or burn trash, garbage, rubbish or other refuse within or without the Building.

SECTION 4.06. ADDITIONAL COVENANTS. Tenant further covenants and agrees that it will not: (a) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Leased Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Leased Premises so as to obstruct any driveway, corridor, footwalk, or other Common Area; (b) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, or reception of radio or television broadcasts which is in any manner audible or visible outside of the Leased Premises; (c) cause or permit in Landlord's reasonable opinion objectionable odors to emanate or be expelled from the Leased Premises; (d) use Common Area adjacent to the Leased Premises for the sale or display of merchandise without Landlord's consent, which consent shall not be unreasonably withheld, or for any fire sale, going out of business sale or bankruptcy sale, unless directed by a court order, or other similar type of sale in

or connected with the Leased Premises; provided, however, that this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales; and (e) operate its heating or air-conditioning in such a manner as to drain heat or air-conditioning from the premises of any other occupant of the Building or from the Common Area.

ARTICLE V

RENT

SECTION 5.01. COMPONENTS OF RENT. Tenant hereby agrees to pay to Landlord as rent for the Leased Premises an amount composed of the aggregate of the components of rent hereinafter identified and defined as Basic Rent, Percentage Rent, Tenant's Proportionate Share of the Operating Cost, and Impositions. The aggregate of all such rentals, together with all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease (whether or not such sums, charges or amounts are referred to as rent), may be referred to hereinafter as "Rental". Rental shall commence to be due and payable on the rental commencement date identified as July 1, 2006.

Tenant hereby agrees to pay the Rental in monthly installments on the first day of each calendar month during the Term to Landlord at Office of Business Affairs, 217 North 6th Street, Indiana State University, Terre Haute, Indiana 47809, or at such other location as Landlord may designate from time to time, in advance without demand and without any deduction, abatement, counterclaim or set-off. In the event of a partial month at the beginning or end of the term of this Lease, the Rental and any other charges or costs payable by Tenant shall be prorated on the basis of a 30-day month. Any portion of the Rental not paid by the fifth (5th) day after the same is due shall bear a delinquency service charge equal to five cents per dollar per month of such delinquency. Any portion of the Rental not paid by the tenth (10th) day after the same is due shall bear interest from the due date at the Default Rate until paid. All Rental and other charges payable by Tenant pursuant to the terms of this Lease shall be payable without relief from valuation and appraisal laws.

SECTION 5.02. BASIC RENT. Tenant hereby agrees to pay a basic rent (hereinafter, called "Basic Rent" or "Annual Basic Rent") for the Initial Term from the Rental Commencement Date in an amount equal to the greater of (i) the product of \$16.90 multiplied by the actual square footage of the Leased Premises as outlined in Exhibit A-2, All Basic Rent shall be payable in lawful money of the United States. The Annual Basic Rent may increase annually at the option of the landlord by a percentage equal to: the percentage change in the CPI-U (as hereinafter defined) from the CPI-U for the month in which this Lease is executed to a point in time 60 days prior to the end of the then current lease year, utilizing for this purpose the then most recently released and available CPI-U figure at such point in time LESS two percent (2%); provided, however, that Annual Basic Rent shall never decrease; and provided further, that Annual Basic Rent shall not increase by more than six percent (6%) per year.. For purposes of this Lease, "CPI-U" shall mean the 1991 Revised Consumer Price Index for All Urban Consumers (index base 1982 - 84 = 100), All Items, U.S. City Average (which figure for November, 2005 was 197.6).

SECTION 5.03. ANNUAL PERCENTAGE RENT. [Intentionally Omitted.]

SECTION 5.04. "GROSS SALES" DEFINED. "Gross Sales" means the actual sales prices of all goods, wares, merchandise and other items sold, leased, licensed or delivered and the actual charges for all services performed by Tenant or by any subtenant, licensee or concessionaire in at, from or arising out of the use of the Leased Premises, whether for wholesale, retail, cash, voucher, prepaid campus food service units, credit (trade or otherwise) or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (a) where the orders therefore originate in, at, from or arise out of the use of the Leased Premises, whether delivery or performance is made from the Leased Premises or from some other place, (b) made or performed by mail, telephone, telegraph, catalogues or by any means of electronic ordering or confirming, (c) made or performed by means of mechanical or other vending devices in the Leased Premises, and (d) which Tenant or any subtenant, licensee, concessionaire or other person in the normal and customary course of its business, would credit or attribute to its operations at the Leased Premises or any part thereof. Any deposit not refunded shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, regardless of whether or when Tenant received payment therefore. No franchise or capital stock tax and no income or similar tax based on income or profits shall be deducted from Gross Sales.

The following shall be excluded from Gross Sales: (a) any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at or from the Leased Premises, or for the purpose of depriving Landlord of the benefit of a sale which would otherwise be made in or at the Leased Premises, (b) returns to shippers or manufacturers, (c) cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned) otherwise included in Gross Sales, (d) sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant's business, (e) amounts collected and paid by Tenant to any government for any sales or excise tax, and (f) the amount of any discount on sales to employees, and (g) bad debt from credit sales.

SECTION 5.05. STATEMENT OF GROSS SALES. Tenant shall deliver to Landlord: (a) not later than thirty (30) days after the close of each Accounting Period of the Term a written statement, and (b) not later than thirty (30) days after the close of each Fiscal Year, a written statement showing the Gross Sales made in the preceding Accounting Period or Fiscal Year, as the case may be, which statement shall be in a form prescribed by or acceptable to Landlord. Such statement shall be delivered to Landlord even if no Annual Percentage Rent (or monthly installments thereof) is due Landlord. If Tenant fails to comply with the foregoing, Landlord shall have the right to employ a certified public accountant to examine all books and records, including without limitation all records required to be maintained pursuant to Section 5.06 of this Lease, as may be necessary to certify the amount of Tenant's Gross Sales for such period, and Tenant shall pay to Landlord the cost thereof as additional Rental.

SECTION 5.06. TENANTS RECORDS. Tenant covenants and agrees that the business upon the Leased Premises shall be operated so that a serially numbered duplicated sales slip, invoice or non-resettable cash register receipt, or such other device for recording

sales or other transactions as Landlord requires, shall be issued with each sale or transaction, whether for cash, credit or exchange.

For the purpose of permitting verification by Landlord of Annual Percentage Rent, Tenant shall keep and preserve for at least three (3) years following the end of each calendar year, and during the Term shall keep at the Building original or duplicate books and records which shall disclose all information required to determine Gross Sales and which shall conform to and be in accordance with generally accepted accounting principles. Landlord, any mortgagee, their agents or accountants shall have the right during business hours to make such examination or audit thereof as Landlord or such mortgagee may desire. If such examination or audit discloses a liability for Annual Percentage Rent (or any monthly installment thereof), Tenant shall promptly pay such liability. In addition, if such examination or audit discloses a liability for Annual Percentage Rent (or any monthly installment thereof) equal to or exceeding three percent (3%) of the Annual Percentage Rent previously paid for such period, Tenant shall promptly pay to Landlord the cost of such audit, attorneys' fees incurred by Landlord, if any, and interest at the Default Rate on all such additional Annual Percentage Rent then payable, computed from the date such additional Annual Percentage Rent was due and payable.

SECTION 5.07. OPERATING COST. In addition to the Basic Rent and Percentage Rent, Tenant shall pay to Landlord each calendar year Tenant's Proportionate Share of the Operating Cost for the Building. "Operating Cost", as that term is used herein shall consist of all operating expenses of the Building which shall be computed on the cash basis and shall consist of all costs and expenses incurred by Landlord to maintain all facilities used in the operation of the Building and its environs as may be determined by Landlord to be necessary or desirable. All operating expenses shall be determined in accordance with generally accepted accounting principles which shall be consistently applied. Except to the extent herein otherwise provided, the term "Operating Expenses" as used herein shall mean all expenses and costs (but not specific costs which are separately billed to and paid or reimbursed by specific tenants, including Tenant) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the Landlord's interest in and operation of the Building, including, but not limited to, the following:

- (a) Wages, salaries, fringe benefit costs, payroll taxes, unemployment compensation payments, workmen's compensation insurance premiums and other related expenses of all onsite and off-site employees engaged in the operation, administration, maintenance and security of the Building; and the costs of Building employee uniforms and cleaning thereof.
- (b) All labor, supplies and materials used in the operation, cleaning and maintenance of the Building and all of its machinery, equipment and signage.
- (c) Cost of utilities, including water and power, heating, lighting, air conditioning and ventilating the entire Building (including all common and service areas), fuel adjustment charges, sewer use charges and any utility taxes, but excluding utility charges which are separately billed to and paid or reimbursed by specific tenants, including Tenant.

- (d) Cost of all maintenance and service agreements for the Building and the equipment therein, including, without limitation, heating, ventilating and air conditioning maintenance and service, alarm service, trash removal, pest control, and window cleaning and maintenance.
- (e) Accounting costs, including the costs of annual audits by certified public accountants, pertaining to the management and operation of the Building.
- (f) Cost of all insurance, including without limitation, fire, casualty, liability and rental abatement insurance applicable to the Building and Landlord's personal property used in connection with the operation and maintenance of the Building.
- (g) Cost of repairs, replacements and general maintenance of the Building and each part thereof, excluding repairs, replacements and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to other tenants of the Building. However, the cost of capital improvements to structural items in the Building resulting from defects in workmanship or materials or Landlord's desire to change the appearance of the Building and other capital improvements except as stated in (i) below will be excluded.
- (h) Snow removal, landscaping and any and all other common area maintenance costs related to public areas, including sidewalks and landscaping on the Building site.
- (i) Amortization of capital improvements made to the Building subsequent to the Commencement Date of the Lease which may be required by governmental authorities or which will improve the operating efficiency of the Building resulting in a reduction of Operating Costs.
- (j) An administrative cost equal to twelve and one-half percent (12.5%) of Operating Expenses.

All services contracted for by or performed on behalf of Landlord shall be at commercially reasonable rates commensurate with those rates generally available competitively in the locale. To the extent that Tenant pays directly for any utilities or services provided to Tenant, including janitorial services, or performs such services itself, the cost of such utilities or services whether provided to Tenant or any other tenant in the Building shall not be included in Operating Expenses in determining Tenant's Proportionate Share of the Operating Cost of the Building.

SECTION 5.08. ESTIMATED OPERATING COST. The Estimated Operating Cost for any calendar year shall be Landlord's estimate of the amount of the Operating Cost for the calendar year made prior to commencement of such calendar year. Tenant shall pay its Proportionate Share of the Operating Cost for the year on the basis of the Estimated Operating

Cost for that year in twelve (12) equal monthly installments payable on the first day of each month as a part of the Rental. Landlord reserves the right, upon reasonable notice to Tenant, to re-estimate the Operating Cost during the year and to adjust Tenant's monthly installments payable thereafter. Within a reasonable period of time after the end of each calendar year, Landlord shall render to Tenant a statement showing the actual Operating Cost for Landlord's operation of the Building during the prior calendar year, setting forth a computation of Tenant's Proportionate Share of the Operating Cost for the year. In the event that the Estimated Operating Cost for such calendar year was less than the Operating Cost actually accrued for the year, Tenant shall make payment to Landlord of Tenant's Proportionate Share of such difference within a period of twenty (20) days after receipt of the notice thereof. In the event that the Estimated Operating Cost exceeded the actual amount of the Operating Cost for the year in question, Landlord shall credit Tenant for Tenant's Proportionate Share of such excess at the same time as the statement of the actual Operating Cost is delivered to Tenant and apply the credit to future amounts due. Operating Expenses, the Operating Cost, and Estimated Operating Cost during any partial year at the beginning and end of the term of this Lease shall be adjusted proportionately. Tenant shall have the right, at its expense, to audit the Operating Cost data for the Building. If there is a discrepancy between Landlord's figures and the results of the audit, Landlord and Tenant shall negotiate in good faith to resolve the discrepancy; provided, however, that Tenant shall pay the amount disputed pending the resolution thereof. In the event that the parties cannot agree on a resolution within thirty (30) days, the parties shall jointly select an independent certified accountant to resolve the dispute, whose costs will be paid (i) by Tenant if such independent certified accountant determines that Landlord's computation of Tenant's Proportionate Share of the Operating Cost does not exceed by more than five percent (5%) the figure arrived at by such accountant, and (ii) otherwise by Landlord. Each statement furnished by Landlord under this Section shall not be subject to dispute or audit from and after two (2) years from the date of its delivery to Tenant.

SECTION 5.09. IMPOSITIONS. Tenant shall pay to Landlord Tenant's Proportionate Share of all taxes, service payments in lieu of taxes, assessments, excises, levies, fees or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority upon the Building, personal property owned or used in connection with the operation of the Building or upon its operations or the rent provided for in this Lease or payable during the term of this Lease, referred to herein as "Impositions", but excluding any income taxes upon Landlord's rental receipts. It is agreed that Tenant will be responsible for the ad valorem taxes on its own personal property in, on or about the Building, and on the value of any leasehold improvements to the Leased Premises made by Tenant. Tenant shall pay Tenant's Proportionate Share of all Impositions in advance monthly during the calendar year. The amounts payable during the calendar year prior to the time when the actual amount of Impositions payable that year is determined shall be based upon Landlord's estimate of the amount of such Impositions, to be adjusted in the first month next following the date when the exact amount of such Impositions is determined. Impositions payable during any partial year at the beginning and end of the term of this Lease shall be adjusted proportionately. In the event that a sales tax, gross receipts tax, rent tax or similar tax not now imposed by any taxing authority with jurisdiction is imposed by any taxing authority on the Landlord's Rental or any component thereof or the value of the real or personal property, whether or not in lieu of real and personal property taxes as currently

imposed, such taxes, to the extent attributable to Rental payable by Tenant under this Lease, shall be included within the term Impositions and Tenant shall pay Tenant's Proportionate Share thereof in the same manner as other Impositions are paid.

SECTION 5.10. SURVIVAL. The obligations of the parties under this Article shall survive the expiration or sooner termination of this Lease.

ARTICLE VI

BUILDING OPERATION AND UTILITY SERVICES

SECTION 6.01. UTILITY SERVICES.

- (a) Landlord agrees to furnish and/or provide, subject to the provisions of Article V hereof, at points in or near the Leased Premises the facilities necessary to enable Tenant to obtain for the Leased Premises water, electricity, telephone, sanitary sewer and other utility service (if any), such facilities and their locations being more specifically described in Exhibit C. The cost of such facilities and the installation and maintenance of the metering systems therefore shall be the responsibility of the party indicated in Exhibit C. Tenant shall pay all charges for water, sewer, electricity and other utilities and services rendered or furnished to the Leased Premises, whether supplied by Landlord, public utility or public authority, or any other person, firm or corporation.

In the event Tenant receives water, sewer, electricity and other utilities or service for the Leased Premises which Landlord purchased from any public utility or authority or person, firm or corporation, Landlord may elect, at its option, either to have Tenant pay Landlord for such utilities or service pursuant to Article V hereof, or to have Tenant pay Landlord for such utilities or service based upon Landlord's determination from time to time of Tenant's consumption of such utility or service at a rate not in excess of that which Tenant would otherwise pay to the public utility or authority or person, firm or corporation; provided, that in no event shall Tenant's payments to Landlord for such utility or service be less than Landlord's payments therefore. Any such amounts to be paid by Tenant to Landlord for such utilities or service shall be deemed to be additional Rental and shall be due and payable with Tenant's monthly payments of its Proportionate Share of Operating Cost (if Landlord elects the first option) or within fifteen (15) days after the mailing by Landlord to Tenant of the statements therefore (if Landlord elects the second option), and the obligation of Tenant hereunder with respect to the payment of such amounts shall survive the termination of this Lease.

Landlord, at its sole discretion, shall have the right, from time to time, to alter the method and source of supply of electricity to the Leased Premises, and Tenant agrees to execute and deliver to Landlord documentation as may be required to effect such alteration.

- (b) Landlord shall provide all air distribution equipment and diffusers, registers, grills, etc. required to heat and cool the Leased Premises independent of the Common Area. Tenant remains responsible for maintenance of these items as detailed in Section 6.03. Landlord shall make final determination as to whether an item requires repair or replacement.

SECTION 6.02. LANDLORD'S REPAIRS. Landlord shall, subject to the provisions of Article V hereof, keep the foundation, exterior Building walls, skylights, common area entrances (excluding door frames, window frames, doors, windows storefronts and glass), the roof, and all structural parts of the Building in good repair, and if necessary or required by proper governmental authority, make modifications or replacements thereof, except that Landlord shall not be required to pay for any such repairs or replacements, which become necessary by reason of the negligence of Tenant, its agents, employees, subtenants, concessionaires, licensees, invitees, customers or contractors unless covered by insurance against such hazards, however caused.

SECTION 6.03. TENANT'S REPAIRS. All repairs, replacements or maintenance to the Leased Premises and any installations, equipment and facilities therein or serving the Leased Premises which are not the express obligation of Landlord shall be made by Tenant, and the same shall at all times be kept in good order, condition and repair by Tenant, and in a clean, sanitary and safe condition in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction. Without limiting the generality of the foregoing, Tenant shall keep the interior of the Leased Premises, including but not limited to all doors, gate, windows and glass, door and window frames, electrical, plumbing, heating, ventilating and air-conditioning systems or facilities or other mechanical installations therein or serving the Leased Premises (whether installed by Landlord or Tenant), in good order, condition and repair and shall make all replacements from time to time required thereto at its expense; Tenant shall replace promptly any cracked or broken glass of the Leased Premises with glass of like kind and quality. Tenant shall not overload the electrical wiring serving the Leased Premises or within the Leased Premises, and shall install at its expense, subject to Section 6.04, any additional electrical wiring which may be required in connection with Tenant's operation or use of the Leased Premises. Any damage or injury sustained by any person or property because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair are the responsibility of Tenant hereunder, shall be paid by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all liability in connection therewith, including, but not limited to, attorneys' and other professional fees, and any other cost, which Landlord might reasonably incur. In addition, Tenant shall repair or replace any damage or injury done to the Building, or any part thereof, outside of the Leased Premises caused by the negligence of Tenant or its agents, employees, subtenants, concessionaires, licensees, or contractors. All repairs or replacements shall be undertaken by (i) contractors chosen by Tenant and approved by Landlord, or (ii) Landlord upon the request of Tenant. If Landlord, pursuant to Tenant's request, makes any such repair or replacement, Tenant shall reimburse Landlord for all costs associated with such repair or replacement within thirty (30) days after receipt of Landlord's invoice. Unless Tenant requests Landlord to do the work, if Tenant fails to have such repairs or replacements made promptly after notice, Landlord may, at its option, make such

repairs or replacements and Tenant shall repay the costs thereof to Landlord upon demand. In the event Tenant requests Landlord to do the work, if Tenant fails to reimburse Landlord for the cost of such repair or replacement made within thirty- (30) days after Landlord's request therefore, then Tenant shall repay the costs thereof to Landlord upon demand. If Tenant does not pay as demanded, the amount shall be treated as an advance under Section 11.03.

SECTION 6.04. ADDITIONS ALTERATIONS AND IMPROVEMENTS. Tenant shall not permit the Leased Premises to be used for any other purpose than that stated in Section 4.01 hereof. Tenant shall not make or allow to be made any alterations or physical additions (including, without limitation, painting or decorating any part of the exterior or interior of the Leased Premises) in or to the Leased Premises (including, without limitation, any alterations of the storefront or signs, structural alterations, or any cutting or drilling into any part of the Leased Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Leased Premises) unless Tenant shall have caused plans and specifications therefore to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Landlord's written approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in good and workmanlike manner during hours other than regular business hours of the Building (unless Landlord expressly approves in writing other hours for the performance of such work) and without interference with or disruption to the operations of other tenants and occupants of the Building. All additions, alterations, and improvements shall be made under no lien contracts in compliance with LC. 32-8-3-1 and shall provide for specific lien waivers from all persons otherwise entitled to a lien in exchange for each progress payment. All contractors, mechanics or laborers used by Tenant in performance of any such work shall be duly qualified and insured subject to Landlord's prior approval, which approval shall not be unreasonably withheld. Any and all such alterations, additions or improvements when made to the Leased Premises by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease by lapse of time or otherwise unless Landlord, by notice to Tenant no later than forty-five (45) days prior to the date fixed as the expiration of this Lease, elects to have them removed immediately at Tenant's expense. Landlord, upon the request of Tenant, shall remove the same and Tenant shall reimburse Landlord for all costs associated therewith. Tenant shall reimburse Landlord within thirty (30) days after receipt of Landlord's invoice. If Tenant fails to reimburse Landlord for the cost of such removal within thirty (30) days after Landlord's request therefore, then Tenant shall repay the costs thereof to Landlord upon demand. If Tenant does not pay as demanded, the amount shall be treated as an advance under Section 11.03. Notwithstanding anything herein contained to the contrary, however, Tenant shall not be required to remove initial non-Building Standard Work or any non-structural improvements to which Landlord expressly and in writing consents. This section shall not apply to movable equipment or furniture of Tenant other than as related to damage to the Building caused by the installation or removal of any such alterations, additions or improvements. Tenant's right to reimbursement for the unamortized value of the improvements and alterations to the Leased Premises, if any, shall be as provided in Section 7.7 of the Food Service Agreement.

SECTION 6.05. LIENS. Tenant shall keep the Leased Premises free from any liens including, but not limited to, mechanics' liens. In the event any lien attaches to the Leased

Premises, Tenant shall, within ten (10) days cause the lien to be removed or make provision for the possible payment thereof by the posting of a bond in the amount of one hundred fifty percent (150%) of the amount of such lien, or Landlord may, after thirty (30) days' written notice to Tenant, pay the amount of such lien to cause its release and the payment shall be deemed an Advance under Section 11.03.

SECTION 6.06. USE OF COMMON AREA. The "Common Area" shall be defined as all that portion of the public spaces within and without the Building, including, without limitation, the area indicated as Common Area on Exhibit A-2. Landlord hereby grants to Tenant, its employees, agents, subtenants, concessionaires, licensees, customers and invitees, the non-exclusive right to use the Common Area as from time to time constituted, such use to be in common with Landlord and all tenants of the Building from time to time, and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees. No portion of the Common Area shall be used by Tenant for any purpose whatsoever other than, or that would interfere with, pedestrian traffic or seating pursuant to Section 6.07 below.

SECTION 6.07. SEATING. Landlord shall furnish and install or shall cause to be furnished and installed within the area of the Building designated for seating on the attached Exhibit A-2, such equipment, tables, chairs, accessories and other property, as Landlord shall deem appropriate for the convenience of the customers of the tenants of the Building. Landlord shall be the sole owner of all equipment, fixtures and other property furnished and installed by Landlord pursuant to this section, and the seating area shall at all times be subject to the control and management of Landlord pursuant and subject to this Lease. Tenant shall have the right from time to time at its expense and subject to Landlord's written consent, which consent shall not be unreasonably withheld, to make or permit changes to, rearrangements of, additions to, subtractions from, or alterations or modifications of the seating area, as well as the number, type, design and style of any equipment, fixtures or other property located in the seating area.

SECTION 6.08. MAINTENANCE AND OPERATION OF COMMON AREA. Landlord shall operate and maintain or shall cause to be operated and maintained the Common Area, in a manner deemed by Landlord to be reasonable and appropriate and in the best interest of the Building. In addition to the other rights herein granted, Landlord will have the right (a) to establish, modify and enforce reasonable rules and regulations with respect to the Common Area; (b) to employ all personnel necessary for the proper operation and maintenance of the Common Area (with the exception of the routine daily cleaning of the seating area in the Leased Premises consisting of cleaning of the tables, chairs, floors, and the emptying of trash receptacles during operating hours, which routine daily cleaning shall be the responsibility of Tenant); (c) to enter into, modify and terminate agreements pertaining to the use and maintenance of the Common Area; (d) to close temporarily any or all portions of the Common Area to make repairs or changes thereon or to effect construction, repairs or changes within the Court that Landlord deems desirable or necessary; and (e) to do and perform such other acts in and to the Common Area as, in the exercise of good business judgment, Landlord shall deem advisable; provided no such activity by Landlord shall materially interfere with Tenant's use of the Leased Premises.

ARTICLE VII

SECURITY

SECTION 7.01. SECURITY DEPOSIT. Intentionally waived.

SECTION 7.02. LANDLORD'S LIEN. Intentionally omitted.

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

SECTION 8.01. ASSIGNMENT AND SUBLETTING. Tenant covenants and agrees not to assign, mortgage, pledge or in any manner transfer this Lease, in whole or in part, nor sublet all or any part of the Leased Premises, nor license concessions or lease departments therein, without the prior written consent of Landlord, which shall not be unreasonably withheld. The foregoing prohibitions include any assignment, which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or an assignment to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceedings. In the event of a proceeding involving Tenant, under the Federal Bankruptcy Code, if this Lease is assumed by Tenant's trustee in bankruptcy (after the trustee has cured all existing defaults, compensated Landlord for any loss resulting there from and provided adequate assurance of future performance), then this Lease may not be assigned by the trustee to a third party, unless such party (a) executes and delivers to Landlord an agreement in recordable form whereby each party assumes and agrees with Landlord to discharge all obligations of Tenant under this Lease, including, without limitation, the provisions relating to the permitted use of the Leased Premises and the manner of operation thereof; (b) has a net worth and operating experience at least comparable to that possessed by Tenant named herein as of the execution of this Lease; and (c) grants Landlord, to secure the performance of such party's obligations under this Lease, a security interest in accordance with Section 7.02 of this Lease. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. Tenant shall reimburse Landlord for all costs and expenses, including but not limited to attorneys' fees, incurred by Landlord in connection with any such assignment or subletting to which Landlord consents. Such amounts shall be deemed additional Rental and shall be payable by Tenant to Landlord upon Landlord's demand. The consent of Landlord to any such assignment or subletting shall not relieve Tenant of liability for payment of rent or other sums or of any of the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be consent to the assignment of this Lease or subletting of the Leased Premises. Notwithstanding the above, Tenant shall be entitled to sublet premises to national fast food restaurants and/or outlets (as defined in Section 18.E of this Lease), and to sublet premises or assign this Sub-Sublease to Tenant's subsidiary partnerships or affiliates without Landlord's consent; provided that Tenant shall remain primarily liable for the obligations of Tenant hereunder.

ARTICLE IX

NON-LIABILITY, INDEMNIFICATION, AND INSURANCE

SECTION 9.01. EXCULPATION OF LANDLORD, WAIVER OF CLAIMS BY TENANT. Landlord and its agents and employees shall have no liability to Tenant or its agents, employees, subtenants, concessionaires, licenses, invitees or customers for any damage to the property of Tenant or its agents, employees, subtenants, concessionaires, licenses, invitees or customers, including any consequential damages arising there from, irrespective of the cause of such damage and whether or not caused, or alleged to be caused, in whole or part, by the joint or several negligence, breach of contract, breach of warranty, or other breach of duty on the part of Landlord, its agents or employees. No such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of Rental except as provided in Article X. Tenant agrees to carry plate glass insurance (naming Landlord as an additional insured), if plate glass is part of the Leased Premises, and such insurance as it deems adequate to fully protect it against loss or damage to such property by any casualty that is coverable by fire and extended coverage insurance, and all such insurance shall contain or be endorsed with a clause-permitting waiver of rights of recovery prior to a loss and waiving all rights of subrogation. Tenant hereby waives all claims for recovery from and releases Landlord and its agents or employees, and hereby waives all claims of recovery from and releases other tenants from time to time of the Building and their agents or employees, for any loss or damage to the property of Tenant to the extent that such loss or damage is or could have been insured by valid and collectible fire and extended coverage insurance policies in standard form containing a waiver of subrogation endorsement; it being the intent of the parties hereto to assign the entire risk of loss arising out of damage to Tenant's property to Tenant or to Tenant's insurance carrier pursuant to such policies of insurance. Landlord shall use reasonable efforts to require other tenants from time to time of the Building to make similar waivers with respect to other tenants from time to time in the Building in their respective leases.

SECTION 9.02. PUBLIC LIABILITY INSURANCE FOR LEASED PREMISES. Tenant agrees to procure and maintain during the Term a policy or policies of insurance written by a responsible insurance company or companies (which may be written to include the Leased Premises in conjunction with other premises owned or operated by Tenant) insuring both Landlord and any mortgagees of Landlord and Tenant against any and all losses, claims, demands or actions or injury to or death of any one or more persons in any one occurrence to the limit of not less than Ten Million Dollars (\$10,000,000) and for damage to property in the amount of not less than Ten Million Dollars (\$10,000,000) arising from Tenant's conduct and operation of its business in the Leased Premises with contractual liability endorsements, and to furnish to Landlord certificates evidencing the existence thereof.

SECTION 9.03. LANDLORD'S NON-LIABILITY. Intentionally Omitted

SECTION 9.04. TENANT'S INDEMNITY Tenant shall indemnify Landlord and hold Landlord harmless from and against all loss, cost, liability or expense arising out of or related to claims of injury to or death of persons or damage to property occurring or resulting from the use

or occupancy of the Leased Premises or any activities of Tenant, its agents, contractors, employees, invitees, concessionaires, licensees, customers in or about the Leased Premises or the Building, such indemnity to include, without limitation, the obligation to provide all costs of defense against any such claims; provided, however, that the foregoing indemnity shall not apply to any claims arising by reason of the negligence or wrongful acts of Landlord, Landlord's agents, contractors, employees, invitees or licensees, including such acts relating to the Building structure.

ARTICLE X

DESTRUCTION AND DAMAGE

SECTION 10.01. DAMAGE BY CASUALTY. In the event of a fire or other casualty in the Leased Premises, Tenant shall give prompt notice thereof to Landlord. If the Leased Premises, through no fault of Tenant, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Leased Premises partially or wholly untenable, the Rental shall be abated in whole or in part on the basis of square footage occupied thereafter until such time as the Leased Premises are made fully fit for use by Tenant.

SECTION 10.02. RESTORATION. In the event of damage to the Leased Premises by fire or other casualty, Landlord shall, to the extent of available insurance proceeds not applied by any mortgagee to any indebtedness secured by a mortgage on the Building or any estate therein and to the extent required to do so under the terms of its Sublease from the Indiana State University Foundation, repair the damaged portions of such premises to tenantable condition for use by Tenant as soon as is reasonably possible. Landlord shall have no duty to pay for repair, restoration or replacement of Tenant's fixtures or improvements originally installed by or for Tenant which are not a part of the Building Standard Work or which are not otherwise covered by Landlord's insurance; provided, however, that Landlord shall, at Tenant's sole cost and expense, repair, restore or replace the same at the request of Tenant. In the event of the substantial destruction of the Leased Premises or the Building to the extent that Landlord shall decide not to rebuild the Building in the same manner as originally constructed, this Lease shall be terminated as of the date of such destruction or damage with all Rental paid or refunded so as to adjust to the date of such destruction or damage. In the event that damage to the Building as the result of any casualty is such that the Leased Premises are substantially destroyed and cannot be used by Tenant for its normal business operations for a period of eight (8) months or more, either Landlord or Tenant may cancel and terminate this Lease with all Rental paid or refunded so as to adjust to the date of such destruction or damage. Notwithstanding anything contained to the contrary herein, Tenant shall have the right to terminate this Lease in the event of damage or destruction which materially affects Tenant's operation under this Lease, effective as of the date of such destruction or damage.

ARTICLE XI

DEFAULTS AND REMEDIES

SECTION 11.01. EVENTS OF DEFAULT BY TENANT. The happening of any one or more of the following events shall be deemed to be an 'Event of Default' by Tenant:

- (a) The making by Tenant of an assignment for the benefit of its creditors;
- (b) The levying of a writ of execution or attachment on or against the Leased Premises or Tenant's interest therein as the property of Tenant and the same not being released or discharged within ten (10) days thereafter;
- (c) Institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within thirty (30) days after the institution of said proceedings;
- (d) The voluntary filing of any proceeding for liquidation, dissolution or adjudication of Tenant as a bankrupt;
- (e) A mechanic's lien upon the Leased Premises or the Building is asserted of record and the same is not released or otherwise provided for by the posting of a bond in the amount of one hundred fifty percent (150%) of the amount of such lien or otherwise by indemnification satisfactory to Landlord, or any advancement made by Landlord is not paid pursuant to Section 11.03 with applicable overhead charge within forty-five (45) days after written notice thereof is given to Tenant by Landlord;
- (f) The making of any assignment of this Lease or any subletting of the Leased Premises or some portion thereof other than in accordance with Article VIII hereof;
- (g) The failure of Tenant to pay any installment of 'Rental when due within three (3) Business Days after notice of such failure is received by Tenant by Landlord. For purposes of this Subparagraph (g), notice shall be deemed sufficient if sent either (i) in accordance with the terms and conditions contained in Section 17.01, or (ii) by Fax to Sodexo Services of Indiana LLP Attention: Law Department, 9801 Washingtonian Blvd. Dept. 51/899.74, Gaithersburg, Maryland 20878, which notice shall be deemed effective as of the date sent.
- (h) The failure of Tenant to perform any other of its covenants under this Lease within ten (10) days after -written notice or demand therefore is served upon

Tenant by Landlord, unless within such ten (10) day period Tenant shall have commenced action reasonably designed to eliminate such failure of performance and diligently, expeditiously and continuously pursues such action to a successful conclusion; provided, however, that if the failure by Tenant to perform any other of its covenants under this Lease would result, directly or indirectly, in the occurrence of a breach or default under any mortgage on the Building, then such diligent, expeditious and continuous curative action shall be successfully concluded within thirty (30) days after the initial written notice or demand from Landlord.

- (i) A default by Tenant under the Food Service Agreement and any amendments and modifications thereto.

SECTION 11.02. REMEDIES. Upon the occurrence of an Event of Default and failure to cure said default within the applicable period of time to cure, if any, Landlord may:

- (a) Terminate this Lease and all rights of Tenant hereunder without terminating Tenant's obligations hereunder;
- (b) Re-enter the Leased Premises with or without process of law, using such means as may be necessary without undue physical force to remove all persons and property there from;
- (c) Except with respect to proprietary materials and information, which may also be on computer equipment, which shall be stored at Tenant's expense; remove all personal property from the Leased Premises and dispose of the same immediately, applying the proceeds to the amounts owed to Landlord and/or
- (d) Exercise any other right or remedy available to Landlord at law or in equity in addition to or as an alternative to any of the other rights and remedies of Landlord herein specified upon the occasion of any such Event of Default.

In the event that Landlord should relet the Leased Premises or some portion thereof during the balance of the term of this Lease, the proceeds of such reletting, after deduction of all reasonable costs in connection with repossession and reletting of the Leased Premises (including, without limitation, all reasonable attorneys' fees, leasing commissions, remodeling costs and similar expenses) shall be applied to satisfaction of Tenant's obligations hereunder. Landlord shall have the right at any time to file suit to recover any sums which have fallen due under this Lease from time to time on one or more occasions without being obligated to wait until the expiration of the term of this Lease, including, but not limited to, past due Rental, interest, late payment charges, advances, and attorneys' fees. Landlord shall also be entitled to recover immediately as damages from Tenant a sum of money equal to the total of the cost of recovering possession of the Leased Premises, the unpaid Rental owed at the time of such termination or repossession, the present value of the difference between the balance of the Rental for the remainder of the originally stated Term less the fair market rental value of the Leased Premises for such period (utilizing, for purposes of such calculation, a discount rate

equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest the location of the Building), and any other sum of money or damages owed by Tenant to Landlord. If such termination shall take place after the expiration of two (2) or more full calendar years, then, for purposes of computing such damages, (a) the Annual Percentage Rent payable with respect to any year following termination (including the year in which such termination shall take place) shall be conclusively presumed to be an amount equal to the average Annual Percentage Rent payable with respect to the two (2) full calendar years immediately preceding the month in which written notice of such termination was given, and (b) the Operating Cost and Impositions shall be conclusively presumed to be an amount equal to the average Operating Cost and Impositions with respect to the full calendar year immediately preceding the month in which written notice of such termination was given.

If such termination shall take place before the expiration of two (2) full calendar years, then, for the purposes of computing such damages, (a) the Annual Percentage Rent payable with respect to each calendar year following termination (including the Lease Year in which such termination shall take place) shall be conclusively presumed to be an amount equal to twelve (12) times the average monthly payment of Annual Percentage Rent Payable during the twenty-four (24) full calendar months (or all full calendar months, if less than twenty-four (24) immediately preceding the month in which written notice of such termination was given, and (b) the Operating Cost and Impositions shall be conclusively presumed to be an amount equal to twelve (12) times the average monthly payment of Operating Cost and Impositions payable during the twelve (12) full calendar months (or all full calendar months, if less than twelve (12) immediately preceding the month in which written notice of such termination was given.

SECTION 11.03. ADVANCES. In the event of any breach of the obligations of Tenant hereunder, Landlord shall also have the right to cure such breach for the account and at the expense of Tenant. Any money spent or costs or expenses incurred in curing such a breach or default for the account of Tenant, together with ten percent (10%) additional overhead charge (which overhead charge shall apply only to breaches and defaults other than a breach involving failure to make a payment of Basic Rent or Percentage Rent), shall be reimbursed to Landlord within thirty (30) days of rendition of a bill or statement to Tenant for such costs, and Landlord shall have the same remedies for the nonpayment thereof as for the nonpayment of Rental. Any advance not paid when due shall bear interest from the date due at an annual rate equal to two percent (2%) over the prime rate announced by Terre Haute First National Bank, Terre Haute, Indiana (or any successors) from time to time (which interest rate is referred to herein as the "Default Rate").

ARTICLE XII

EMINENT DOMAIN

SECTION 12.01. EFFECTS OF TAKING. If substantially all of the Building should be taken under exercise of the power of eminent domain, either Landlord or Tenant may elect to terminate this Lease or to continue the same in effect. Tenant shall have no other right to terminate as a result of such taking, unless as provided for by law or in this Lease. If Landlord elects to continue the Lease, the Annual Basic Rent shall be reduced in proportion to the area of

the Leased Premises so taken and Landlord shall be responsible for procuring from the Indiana State University Foundation the performance of all work necessary to make the Leased Premises usable by Tenant in addition to all work necessary in other portions of the Building as a result of such taking. In the event of termination of this Lease by either Landlord or Tenant, notice of such termination shall be given to the other party within thirty (30) days after possession of the portion of the Leased Premises is taken by the condemning authority. Such termination shall be effective as of the later of the date when possession of the Leased Premises is surrendered to Landlord or the date when possession of any part of the Leased Premises is taken by the condemning authority.

SECTION 12.02. AWARDS. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the interest of Landlord or Tenant, whether as damages or as compensation, will be the property of Landlord, free of any claim of Tenant. Notwithstanding the foregoing, (i) Tenant shall be entitled to an award for its moving expenses or for any personal property of Tenant or for any Non-Building Standard Work paid for by Tenant that may be taken in any such proceeding, and (ii) Tenant shall not be prevented from applying for reimbursement from the condemning authority for loss of trade fixtures, loss of goodwill or other loss which does not prejudice Landlord's rights.

SECTION 12.03. DEFINITION. The term "taking" as used herein shall include any conveyance or transfer in lieu of condemnation as well as any legal action in condemnation taken under the power of eminent domain.

ARTICLE XIII

SUBORDINATION TO MORTGAGES

SECTION 13.01. AUTOMATIC SUBORDINATION. This Lease, and the rights of Tenant hereunder, shall be subject and subordinate to (a) the Hulman Memorial Student Union Project Retail/Food Court Ground Lease by and between the Indiana State University Board of Trustees and the Indiana State University Foundation, the substantially final form of which is attached hereto as Attachment 1, as the same may hereafter be amended or supplemented from time to time as therein provided (the "Ground Lease"), (b) the Sublease by and between the Indiana State University Foundation and the Indiana State University Board of Trustees, the substantially final form of which is attached hereto as Attachment 2, as the same may be supplemented or amended from time to time (the "Sublease"), and (c) the lien or liens of any first mortgage or mortgages now or at any time hereafter in force with respect to the Building, and to all extensions, modifications, consolidations, renewals, amendments, or substitutions thereof, and to all advances made or hereafter to be made upon the, security thereof, provided that Tenant shall not be disturbed and the terms of this Lease shall remain in full force and effect so long as there is no existing Event of Default. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required. If requested by Landlord or the holder of any such mortgage or mortgages, Tenant shall promptly execute and deliver to Landlord or such holder an instrument in form and substance satisfactory to Landlord or such holder specifically subordinating this Lease to the lien of any of such documents or mortgages as set forth above, provided that Tenant's possession of the Leased Premises shall not be disturbed

and the terms of this Lease shall remain in full force and effect, if there is no existing Event of Default.

SECTION 13.02. WAIVER OF SUBORDINATION. Notwithstanding the terms of Section 13.01, lessors under the Ground Lease and the Sublease, and the holder of any such mortgage or mortgages shall have the right at any time to declare this Lease to be superior in priority to the lien of said documents notwithstanding the respective dates of execution or recording of any such document.

SECTION 13.03. ATTORNMENT. If any person shall succeed to all or part of Landlord's interest in the Leased Premises or the Building, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of the Ground Lease or the Sublease, or otherwise, and if so requested or required by such successor in interest, then Tenant shall promptly attorn to and recognize such successor in interest as Landlord under this Lease, and if necessary, shall reinstate this Lease. Tenant shall execute and deliver at any time, upon request of Landlord or any holder of a mortgage or any party to any document to which this Lease is subordinate an instrument to evidence such attornment and containing the agreement of Tenant that no action taken to enforce any such mortgage or document by reason of any default thereunder shall terminate this Lease or invalidate or constitute a breach of any of the terms hereof, provided that Tenant's possession of the Leased Premises shall not be disturbed and the terms of this Lease shall remain in full force and effect, if there is no existing Event of Default. In the event that several mortgagees and other parties as aforesaid have security interests with different priorities, Tenant shall attorn to such persons in the order of their priority. Nothing contained in this Section shall be construed to impair or waive any right, privilege or option of any mortgage holder or other parties as aforesaid or their respective successors and assigns.

SECTION 13.04. AFTER ATTORNMENT.

- (a) Tenant agrees that in the event the interest of Landlord becomes vested in any of the parties described above or in anyone claiming by, through or under such parties, then such parties or successors thereto shall not be:
- i. liable for any act or omission of any prior landlord (including Landlord herein); or
 - ii. subject to any offsets or defenses which Tenant may have against any prior landlord (including Landlord herein); or
 - iii. bound by any rent, which Tenant may have paid for more than the current month to any landlord (including Landlord herein).
- (b) No alteration or modification of any provision hereof, nor any cancellation or surrender of this Lease shall be valid or binding as against any such parties, unless the same shall have been approved in writing by such parties, or unless specific provision therefore is set forth in this Lease.

SECTION 13.05. NOTICES; NO TERMINATION. If Tenant is provided the name and address for notices of any mortgagee of the Leased Premises together with a request that copies of notices served on Landlord be served on such mortgagee, Tenant shall send to such mortgagee a copy of any notice of default or demand for performance served upon Landlord. Notwithstanding anything contained in this Lease to the contrary, in the event of any default by Landlord in performing its covenants or obligations which would, in the determination of a court of competent jurisdiction; give Tenant the right to terminate this Lease, Tenant shall not exercise such right unless and until (i) Tenant gives notice of such default (which notice shall specify the exact nature of said default and how the same may be cured) to the holders) of any such mortgage who has prior to that time notified Tenant of its interest and the address to which notices are to be sent, and (ii) said holders) fails to cure or cause to be cured said default within thirty (30) days after the expiration of the time provided by this Lease for Landlord so to do or, such longer period as is necessary if such default cannot reasonably be cured within such time, provided such holder continues to diligently pursue such cure.

ARTICLE XIV

TENANT'S CERTIFICATES

SECTION 14.01. TENANT'S AGREEMENT TO EXECUTE. Tenant agrees that, from time to time, within twenty (20) days upon request by Landlord, Tenant will execute and deliver to Landlord or to any mortgagee of Landlord's interest in the Building or any purchaser or prospective purchaser of Landlord's interest in the building or the Leased Premises a statement in form and content supplied by Landlord and reasonably acceptable to such prospective purchaser or mortgagee certifying (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, identifying the modifications and certifying that the Lease as modified is in full force and effect); (b) the dates to which Rental and any other charges have been paid; (c) the dates of commencement and expiration of the term of this Lease; and (d) that Landlord is not in default in the performance of any of its obligations under the terms of this Lease or, if any such default is claimed, the exact nature thereof in detail. Any such certificate shall be executed and delivered by Tenant within twenty (20) days after request therefore is made.

ARTICLE XV

RESERVED RIGHTS

SECTION 15.01. RIGHT OF INSPECTION. Landlord shall have the right at any reasonable time and from time to time, upon 24 hours advance notice to Tenant (except in the event of an emergency in which case no notice shall be required), to enter the Leased Premises by its agents and employees for the purpose of examining the condition thereof. Any such inspection shall be made, to the extent reasonably possible, so as not to unreasonably interfere with the conduct of Tenant's business.

SECTION 15.02. REPAIRS. Landlord reserves the right to enter the Leased Premises as may be necessary from time to time, upon 24 hours advance notice to Tenant (except in the

event of an emergency in which case no notice shall be required), for the purpose of making repairs or alterations thereto or to the Building as may be required for the safety, protection and preservation of the Leased Premises and the Building. The reservation of such right of entry shall not enlarge in any way the obligations of Landlord for maintenance and repair of the Building or Leased Premises as otherwise provided in Article VI hereof. Any such repairs or alterations shall be made, to the extent reasonably possible, so as not to unreasonably interfere with the conduct of Tenant's business.

SECTION 15.03. RIGHTS WITH RESPECT TO THE BUILDING. Landlord reserves to itself the exclusive right to use the roof and exterior walls of the Building for any purpose; to erect signs, additional stories or other structures on or over all or any part of the Leased Premises. Landlord hereby reserves the right to perform any work in or about the Building or any adjacent or nearby land, street or other facility not included within the Leased Premises. Landlord reserves the right to erect scaffolding, ladders and other materials in, on or about the Building. Landlord reserves the right to close the Building during times of emergency and to require that all persons entering or leaving the Building during such hours as Landlord may from time to time reasonably specify identify themselves to persons designated by Landlord by registration or otherwise and establish their right to enter or leave the Building. Landlord reserves the right to exclude or expel any peddler, solicitor or unruly person or any person causing any disturbance at any time from the Leased Premises or the Building. Landlord reserves the right at any time and from time to time (a) to make or permit changes or revisions in the plans for the Building, including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the retail areas, Common Area or Common Area utilities; (b) to construct other improvements in the Building, to make alterations thereof or additions thereto, to grant rights to adjoining areas in the use of the Common Area; and (c) to design and decorate any portion of the Building as it desires provided only that the size of the Leased Premises shall not be changed and reasonable access to the Leased Premises shall not be materially impaired.

SECTION 15.04. EXHIBITION OF PREMISES. Landlord reserves the right to enter the Leased Premises during Tenant's normal business hours and with 24 hours advance notice to Tenant for the purpose of exhibiting the Leased Premises to prospective purchasers or prospective or existing mortgagees and, during the fast ninety (90) days of the Term of this Lease for the purpose of exhibiting the same to prospective tenants.

SECTION 15.05. EXTENSION OF BUILDING SERVICES. Tenant shall permit Landlord to use, maintain and replace pipes, conduits, wires and ductwork in and through the Leased Premises and to erect new pipes, conduits, wires and ductwork therein as may be required for service to other portions of the Building and to enter upon the Leased Premises, upon 24 hours advance notice to Tenant (except in the event of as emergency in which case no notice shall be required), as may be required for the exercise of such rights. If such pipes, conduits, wires and/or ductwork materially reduce the size of the Leased Premises and they are for *the* benefit of space in the Building other than the Leased Premises, then the actual number of square feet in the Leased Premises shall be remeasured and Annual Basic Rent shall be adjusted accordingly. If, however, such pipes, conduits, wires and/or ductwork are for the benefit of the Leased Premises, no remeasurement shall be made and Annual Basic Rent shall

not be adjusted. The exercise of any such rights shall be conducted, to the extent reasonably possible, so as not to unreasonably interfere with the conduct of Tenant's business.

SECTION 15.06. BUILDING IDENTIFICATION. Landlord reserves the right to change the name and/or street address of the Building on at least 120 days' notice to Tenant, but without Tenant's consent. Landlord shall reimburse Tenant for the costs Tenant incurs if Landlord, at its own insistence, causes the street address of the Building to be changed after the Commencement Date. Landlord reserves the right to install, remove, replace and maintain signs on the exterior of the Building.

SECTION 15.07. WINDOW COVERINGS AND LIGHTING. Landlord reserves the right to designate and/or approve prior to installation, all types of window coverings of the Leased Premises, Common Areas, and the Building, and to control all internal lighting that may be visible from outside the Leased Premises.

SECTION 15.08. SUSPENSION OF SERVICES. Landlord reserves the right, upon reasonable notice to Tenant, to discontinue furnishing any utility service or other service furnished by Landlord at any time when Tenant has failed to pay any portion of the Rental when due under this Lease. Landlord reserves the right to suspend service of the heating, plumbing, electrical, air conditioning or other mechanical systems when necessary by reason of governmental regulations, civil commotion, or riot, accident or emergency, or for any other reason beyond the reasonable power of control of Landlord (including, without limitation, the unavailability of fuel or energy or compliance by Landlord with any applicable laws, rules or regulations relating thereto), without liability in damages therefore. Prior to the undertaking by Landlord of any repair, alteration or improvement which would result in the suspension of the heating, plumbing, electrical, air-conditioning or other mechanical systems, Landlord and Tenant shall enter into a mutually satisfactory agreement for the performance of such repair, alteration or improvement to limit the suspension of such services. Landlord shall notify Tenant of such matters as far in advance as circumstances reasonably allow. The suspension of such services, which are either (i) beyond the control of Landlord, or (ii) a result of repairs, alterations or improvements performed by Landlord in accordance with a mutually satisfactory agreement entered into by and between Landlord and Tenant shall not constitute an actual or constructive eviction in whole or in part or entitle Tenant to any abatement or diminution of rent or relieve Tenant from any of Tenant's obligations under this Lease or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant or injury to or interruption of Tenant's business or otherwise. Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if, during the Lease Term and for reasons beyond the control of Landlord, either the quality or character of electric current is changed or is no longer available or suitable for Tenant's requirements.

SECTION 15.09. EFFECT OF EXERCISE OF RESERVED RIGHTS. The reasonable exercise of any right reserved to Landlord under the terms of Article XV of this Lease shall never be deemed to constitute a constructive eviction of Tenant or a trespass by Landlord or any of its contractors, agents or employees, and Tenant shall not be entitled to any abatement or reduction in Rental by reason thereof.

ARTICLE XVI

RIGHTS ON TERMINATION

SECTION 16.01. SURRENDER OF POSSESSION. At the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Leased Premises to Landlord in as good a condition as they were at the date of possession by Tenant, ordinary wear and tear and carnage resulting from casualty (other than damage by casualty caused by the negligence of Tenant, its agents, employees, contractors, subtenants concessionaires, licensees, invitees or customers to the extent not covered by Landlord's insurance) excepted. Upon such termination of this Lease, Landlord shall have the right to re-enter and resume possession of the Leased Premises without notice.

SECTION 16.02. HOLDING OVER. In the event the Tenant should remain in possession of the Leased Premises after expiration of the Term of this Lease without execution by Landlord and Tenant of a new Lease, then Tenant shall be deemed to be occupying the Leased Premises as a Tenant at sufferance subject to all of the covenants and obligations of this Lease and at a monthly Rental of one hundred twenty five percent (125%) of the monthly rate of Rental provided hereunder for the last month of the Term. The continuing occupancy of Tenant shall be deemed to constitute the creation of a month-to-month tenancy at the monthly rate provided in the preceding sentence, which month-to-month tenancy shall continue until either party shall have given the other one (1) full calendar month's notice of an intention to terminate such month-to-month tenancy.

ARTICLE XVII

NOTICES

SECTION 17.01. NOTICES. All notices, demands, requests, invoices, and approvals which may or are required to be given by any party to another hereunder shall be in writing and shall be deemed to have been fully given by the sending party and received by the receiving party (a) two (2) days after deposited with the United States Postal Service, registered or certified mail, first class, postage prepaid, return receipt requested, or (b) one (1) day after deposited with a nationally recognized private carrier guaranteeing overnight delivery and addressed as follows:

If to the Landlord:

Indiana State University Board of Trustees
217 North 6th Street
Terre Haute, Indiana 47809
Attention: Vice President for Business & Finance

With a copy to:

Department of Purchasing
Indiana State University
Terre Haute, Indiana 47809
Attention: Kevin Barr, Director

If to Tenant:

Mr. Bill Lacey
Senior Vice President
Sodexo Services of Indiana Limited Partnership
5000 New Point Road, #3202
Williamsburg, Virginia 23188

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

Any party may change its address for purposes of this Section by giving the other parties written notice of the new address in the manner set forth above.

ARTICLE XVIII

MISCELLANEOUS AGREEMENTS

SECTION 18.01. WAIVER. The failure of Landlord or Tenant to seek redress for violation of, or to insist upon strict and timely performance of, any covenant or condition of this Lease or any of the Rules of the Building set forth herein or hereafter adopted by Landlord, shall not constitute a waiver of any such violation or prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the full Rental due shall be deemed to be other than on account of the earliest stipulated payments due, nor shall any endorsement or statement on any check or in any letter accompanying any check or other payment be deemed an accord and satisfaction, and Landlord, may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rental or to pursue any other remedy as in this Lease provided. No act or thing done by Landlord or Landlord's agents shall be deemed an acceptance of a surrender of the Leased Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of the Leased Premises prior to the termination of this Lease and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or an acceptance of a surrender of the Leased Premises. No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity.

SECTION 18.02. REPRESENTATIONS. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the Leased Premises, the Building, the land upon which the Building is erected, the Rental, expenses of operation of the Building or

any other matter or thing affecting or related to the execution of this Lease except herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. All understandings and agreements heretofore made between the parties hereto are merged in this Lease which alone fully and completely expresses the agreement between Landlord and Tenant and any agreement hereafter made shall be ineffective to change, modify or amend it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the changes, modification or amendment is sought.

SECTION 18.03. QUIET ENJOYMENT. Landlord covenants and agrees with Tenant that upon Tenant paying the Rental and all other charges due hereunder and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Leased Premises, subject, however, to the terms and conditions of this Lease and of the mortgages encumbering the Building, and subject to matters of record and other agreements to which this Lease is or hereafter may be subordinated.

SECTION 18.04. STATUS OF LANDLORD. The term Landlord as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the Landlord's interest in the Building. Tenant shall look solely to the Building and the land on which it is located for the collection of any judgment (or enforcement of any other judicial process) requiring the payment of money by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by Landlord and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of any obligation due Tenant.

SECTION 18.05. AIR AND LIGHT. This Lease does not grant or guarantee Tenant continuance of or any right of a view or any easement for light and air over any property adjoining the Leased Premises or the Building.

SECTION 18.06. CONSENTS AND APPROVALS. Wherever consent or approval is required hereunder, such consent or approval shall only be valid when given expressly in writing and identified in such writing as being intended as a consent or approval required by the terms of this Lease. Consent or approval shall never be implied by any act or statement made by or on behalf of Landlord or Tenant. Wherever consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld unless a different standard is otherwise herein specified. Any provisions of this Lease requiring the approval or Consent of Landlord shall be deemed not to have been unreasonably withheld if any mortgagee of the Building or prior and superior landlord shall refuse or withhold its approval or consent thereto and such mortgagee or landlord has the right or power under its loan documents or lease to approve or consent to such action

SECTION 18.07. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition

to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and in force to the fullest extent permitted by law.

SECTION 18.08. GOVERNING LAW. This Lease has been negotiated in the State of Indiana with respect to premises located within the State of Indiana and shall be governed by the laws of the State of Indiana.

SECTION 18.09. INTERPRETATION. The captions or headings to the various articles and sections of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Lease or the intent of any provision thereof. When applicable, use of the singular form of any word shall also mean or apply to the plural and the neuter form shall mean and apply to the masculine or feminine.

SECTION 18.10. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 18.11. USE OF BROKERS. Landlord and Tenant each represent and warrant that no broker or other person is entitled to any commission or finder's fee in connection with this Lease. Landlord and Tenant each agree to indemnify and hold harmless one another against any loss, liability, damage or claim incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party. Such indemnifying obligation shall be deemed to include the payment of reasonable attorneys' fees and court costs incurred in defending any such claim.

SECTION 18.12. CONFIDENTIALITY. Any documents, information, or other data contained within the Leased Premises shall be treated by Landlord as proprietary and confidential to Tenant.

SECTION 18.13. MEMORANDUM OF LEASE. The parties hereto hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form of memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the party requesting execution of same. In the event of termination of this Lease, within thirty (30) days after written request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord an agreement removing such short form of lease from record. The provisions of this Section shall survive any termination of this Lease.

SECTION 18.14. JOINT AND SEVERAL LIABILITY. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or deemed any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like

manner, if Tenant shall be a partnership or other business association, the members of which are subject to personal liability, the liability of each such member shall be joint and several.

SECTION 18.15. NO DISCRIMINATION. It is intended that the Building shall be developed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants shall have the opportunity to obtain all the goods and services, accommodations, advantages, facilities and privileges of the Building without discrimination because of race, creed, color, sex, age, national origin, ancestry, or veteran status. To that end, Tenant shall not discriminate in the conduct and operation of its business in the Leased Premises against any person or group of persons because of the race, creed, color, sex, age, national origin, ancestry or veteran status, of such person or group of persons.

SECTION 18.16. NO JOINT VENTURE. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto, it being agreed that neither the method or computation of Rental nor any other provisions herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

SECTION 18.17. NO OPTION. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

SECTION 18.18. THIRD PARTY BENEFICIARY. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of mortgagees and the other parties set forth in Article XIII.

SECTION 18.19. CORPORATE TENANTS. In the event Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation in good standing and qualified to do business in the State of Indiana; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the board of directors of such corporation to execute and deliver this Lease on behalf of the corporation.

SECTION 18.20. ATTACHMENTS. The exhibits and attachments attached to this Lease and all drawings and documents prepared pursuant thereto shall be deemed to be a part of this Lease.

SECTION 18.21. SIGNS AND ADVERTISING. Tenant covenants and agrees that it will not place or suffer to be placed or maintained on or about the Leased Premises any sign, advertising matter or any other thing of any kind unless the same is placed and maintained in accordance with the prior written approval of Landlord. Tenant shall, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be

permitted hereunder in good condition and repair at all times, and in accordance with all laws and ordinances. Tenant shall install and maintain at all times, subject to the other provisions of his Lease, displays of merchandise in the show windows (if any) of the Leased Premises. All articles and their arrangement, style, color and general appearance in the interior of the Leased Premises including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Building, as determined by Landlord. Landlord reserves the right to require Tenant to correct any non-conformity.

SECTION 18.22. EXCLUSIVE RIGHTS. The rights granted herein for operation within the Building shall be, and are exclusive to, Tenant for the sale of all food and beverage products within the Building with the exception of a limited convenience product line offered in the ISU Bookstore. Tenant shall not prohibit the occasional use of the Building for charitable and campus oriented fund raising activities such as, by way of example, bake sales and international food tastings.

SECTION 18.23. APPROVAL. This Lease is subject to the approval of The Indiana State University Board of Trustees and to Tenant's finance committee. Unless The Indiana State University Board of Trustees and Tenant's finance committee do not object to the Lease within sixty (60) days, this Lease shall be deemed approved by both Landlord and Tenant. In the event of such termination, any money paid by Tenant to Landlord shall be refunded and neither party shall have any further liability under this Lease.

ARTICLE XIX

RESTAURANT TENANTS

SECTION 19.01. KITCHEN EXHAUST SYSTEM. Tenant shall provide and install, at its expense, such exhaust system as Landlord shall determine necessary to exhaust all food or other odors. In installing any such system, Tenant shall comply with reasonable directions of Landlord.

SECTION 19.02. HEALTH CARD. Intentionally omitted.

SECTION 19.03. TENANTS MAINTENANCE. Tenant shall maintain all motors and blowers in the Leased Premises in such manner that noises or vibrations therefrom will not be transmitted beyond the Leased Premises. Tenant shall repair, upon demand by Landlord, any damage caused to the Building by such motors or blowers. Tenant shall, on a minimum quarterly basis (or more frequently as determined by Landlord), clean and degrease the entire kitchen area, including ranges, cooking equipment, boilers, hoods, vents, exhaust and blower systems and filters and flue stack. Further, Tenant shall be required to maintain, on a minimum quarterly basis (or more frequently as determined by Landlord), such elements of Tenant's exhaust system which are located outside the Leased Premises. The maintenance of these elements shall be accomplished by a supplier to be determined by the Landlord through a

competitive bid process and this supplier shall be common to all tenants. Billing for such maintenance shall be directly from the supplier to the Tenant. The provisions of this Section are in addition to and not in limitation of any other provision of the Lease relating to the maintenance of the Leased Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Sub-Sublease in several counterparts, each of which shall be deemed an original instrument, and this Sub-Sublease shall be effective as of the day, month and year first above written.

THE INDIANA STATE UNIVERSITY
BOARD OF TRUSTEES

SODEXHO SERVICES OF INDIANA LIMITED
PARTNERSHIP

Attention: Law Department
9801 Washingtonian Blvd. Dept. 51/899.74
Gaithersburg, Maryland 20878

By: _____

By: _____

Bill Lacey

(printed name and title)

Senior Vice President

SECTION I
Exhibit C
February 24, 2006

IN MEMORIAM

Elmer L. Brooks

Frances M. Montgomery

Francois Muyumba

Carl E. Parks

IN MEMORIAM

Dr. Elmer L. Brooks

WHEREAS, Dr. Elmer L. Brooks, Professor Emeritus of English of Indiana State University, died on the second day of January two thousand and six; and

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

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

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

IN MEMORIAM

Frances M. Montgomery

WHEREAS, Frances M. Montgomery, Custodial Worker II (retired) in Lincoln Quad Dining, died on the fourteenth day of January two thousand and six; and

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

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

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

IN MEMORIAM

Dr. Francois Muyumba

WHEREAS, Dr. Francois Muyumba, Associate Professor of African and African American Studies of Indiana State University, died on the tenth day of February two thousand and six; and

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

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

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

IN MEMORIAM

Carl E. Parks

WHEREAS, Carl E. Parks, Executive Director Emeritus of the Indiana State University Foundation, died on the eleventh day of January two thousand and six; and

WHEREAS, Carl E. Parks had given loyal and devoted service to Indiana State University for eighteen years and had gained the respect and admiration of his colleagues;

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 for the dedicated service which he gave to the University; and

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

SECTION II
February 24, 2006

A. UNIVERSITY INVESTMENTS (Mr. Floyd)

In accordance with the Board of Trustees-approved investment policy, the University Treasurer was given authority to manage the short and long-term investments of the University.

The following comparative presentation has been prepared to reflect a year-to-date reporting from the period from July 1, 2005 to December 31, 2005.

	6-Month Rolling Average Investment	6-Month Rolling Average Rate of Return
<u>Internal Invested Funds</u>		
1. Cash (Sweep)	\$ 4,784,051	2.25%
2. Common Fund	\$29,891,763	3.54%
3. Short-Term Investments	\$ 6,200,000	3.90%
 <u>Comparative Index</u> Avg Yield on 90-Day T-Bill		 3.58%
 <u>External Invested Funds</u>		
1. Medium Term (exceeds two years)	\$50,069,557	4.08%
 <u>Comparative Index</u> Avg Yield on 2 year T-Notes		 4.14%

B. FINANCIAL PERFORMANCE REPORT (Mr. Floyd)

The Financial Performance Report for the period ending January 2006 is presented in Attachment 1 as an information item.

C. VENDORS REPORT (Mr. Floyd)

The Vendors Report is presented in Attachment 2 as an information item.

D. PURCHASING REPORT (Mr. Floyd)
(for the period December 23, 2005 to February 12, 2006)

Purchases Over \$25,000.00
(Sole Source)

Otis Elevator -- P832340 -- \$34,740.50
(Emergency Elevator Repair; Replace Leak)

Envisions -- P0055440 -- \$39,000.00
(ARGOS Server Software)

Restoration Technologies, Inc. -- P0055279 -- \$49,000.00
(Cleaning Computing Systems, Fire Damage)

Cinergy Services, Inc. -- P0055355 -- \$84,081.00
(Utility Relocation)

Environmental Disaster Service -- P0055250 -- \$360,000.00
(Clean-up of Soot and Smoke, Fire Damage)

Lowest Bid to Meet Specifications

University Sleep Products -- P0055438 -- \$44,096.40
(Fireguard Mattresses, UL 1895 Fire Rated)

One Bid Received, Four Bids Solicited

Wenger Corporation -- P0055385 -- \$71,020.00
(Seating Units for the New Theater)

E. REAL ESTATE (Mr. Floyd)

Swap of Real Estate With Clabber Girl

Property located behind the Clabber Girl warehouse on 9th Street is desired by Hulman and Company for facilities' expansion. This property is a gravel lot used infrequently by the University for construction staging and for minimal storage purposes. This property is of limited strategic value to the University. Clabber Girl has proposed a land swap for a parcel of land of strategic importance to the University along Locust Street.

Recommendation: Approval of the swap of real estate with Clabber Girl and authorization for the Treasurer to pursue necessary State approvals and to complete this real estate transaction. The resolution of approval regarding the transaction will be distributed at the meeting.

On a motion by Mr. Thyen, seconded by Mr. Scharton, the recommendation was approved.

Indiana State University
Internal Management Report
Financial Performance Analysis
Current Fund Operation
End of January 2006

INDIANA STATE UNIVERSITY
CURRENT OPERATING REVENUE SUMMARY
Comparisons of Budget by Month and YTD
As of January 2006

	For the Month of January			Year to Date			
	Revenue 1/31/05	Budget 1/31/06	Revenue 1/31/06	Variance	Accumulated Budget through Jan 06	Accumulated YTD Actual through Jan 06	Accumulated Revenue through Jan 05 Variance
Revenues							
State of Indiana							
Operational	\$ 6,577,456	\$ 6,340,461	\$ 6,340,461	\$ -	\$ 44,383,227	\$ 44,383,227	\$ -
Fee Replacement	\$ -	\$ -	\$ -	\$ -	\$ 5,542,538	\$ 5,542,538	\$ -
DegreeLink	\$ 41,698	\$ 41,697	\$ 41,697	\$ -	\$ 291,879	\$ 291,879	\$ -
Gross Student Fees	\$ 18,634,464	\$ 20,217,568	\$ 19,765,530	\$ (452,038)	\$ 43,302,907	\$ 42,165,816	\$ (1,137,091)
Enrollment Reserve			\$ -	\$ -	\$ (750,000)	\$ 750,000	*
Other Fees and Charges	\$ 328,926	\$ 191,708	\$ 227,556	\$ 35,848	\$ 785,876	\$ 826,175	\$ 40,299
Sales and Services	\$ 30,877	\$ 132,417	\$ 142,500	\$ 10,083	\$ 476,918	\$ 604,949	\$ 128,031
Rent, Interest, Dividends, and Gifts	\$ 147,926	\$ 150,916	\$ 150,034	\$ (882)	\$ 1,056,412	\$ 1,074,192	\$ 17,780
Miscellaneous Income	\$ 114,091	\$ 123,834	\$ 126,002	\$ 2,168	\$ 1,343,837	\$ 1,359,067	\$ 15,230
Total Budgeted Revenue	\$ 25,875,438	\$ 27,198,601	\$ 26,793,780	\$ (404,821)	\$ 96,433,594	\$ 96,247,843	\$ (185,751)
Encumbrances and Carryforward	\$ 7,745,205	\$ 7,058,058	\$ 7,058,058	\$ -	\$ 7,058,058	\$ 7,058,058	\$ -
Revenue from other accounts	\$ 106,092	\$ 838,296	\$ 838,296	\$ -	\$ 5,716,794	\$ 5,716,794	\$ -
Total Revenues	\$ 33,726,736	\$ 35,094,955	\$ 34,690,134	\$ (404,821)	\$ 109,208,446	\$ 109,022,695	\$ (185,751)

*The \$750,000 Enrollment Reserve was used to cover tuition shortfalls with the remainder of the shortage to be covered by salary and benefit savings.

INDIANA STATE UNIVERSITY
 CURRENT OPERATING EXPENSE SUMMARY
 Comparisons of Budget by Month and YTD
 As of January 2006

	For the Month of January			Year to Date		
	Expense Jan-05 (incl commit)	Budget Jan-06	Expense Jan-06 (incl commit) Variance	Accumulated Budget through Jan 06	Accumulated YTD Actual through Jan 06 (incl commit) Variance	Accumulated YTD Actual through Jan 05 (incl commit)
Salaries and Wages	\$ 6,504,981	\$ 6,498,245	\$ 6,241,818 \$ 256,427	\$ 40,701,591	\$ 40,445,164 \$ 256,427	\$ 41,029,345
Fringe Benefits	\$ 2,346,728	\$ 2,399,864	\$ 2,241,698 \$ 158,166	\$ 14,855,466	\$ 14,697,300 \$ 158,166	\$ 14,491,305
Student Wages	\$ 149,187	\$ 135,489	\$ 138,416 \$ (2,927)	\$ 1,466,139	\$ 1,463,162 \$ 2,977	\$ 1,610,706
Utilities	\$ 1,746,912	\$ 2,102,400	\$ 2,124,278 \$ (21,878)	\$ 5,855,868	\$ 5,668,615 \$ 187,253	\$ 4,975,026
Training, Representation, and Travel	\$ 502,294	\$ 451,595	\$ 422,958 \$ 28,637	\$ 870,603	\$ 899,592 \$ (28,989)	\$ 1,001,222
Student Aid	\$ 542,763	\$ 572,766	\$ 627,338 \$ (54,572)	\$ 8,551,209	\$ 8,548,749 \$ 2,460	\$ 8,156,748
Bond and Interest	\$ -	\$ -	\$ - \$ -	\$ -	\$ - \$ -	\$ -
Supplies and Expense	\$ 2,558,757	\$ 1,704,780	\$ 1,568,030 \$ 136,750	\$ 8,691,732	\$ 8,612,422 \$ 79,310	\$ 9,998,027
Repairs and Maintenance	\$ 829,290	\$ 672,707	\$ 630,152 \$ 42,555	\$ 1,962,211	\$ 1,862,648 \$ 99,563	\$ 2,134,745
Capital Equipment	\$ 438,623	\$ 347,330	\$ 362,008 \$ (14,678)	\$ 2,935,316	\$ 2,700,959 \$ 234,357	\$ 3,230,340
Transfer Capital and Major Repairs	\$ -	\$ -	\$ - \$ -	\$ 721,875	\$ - \$ 721,875	\$ -
Total Expenditures	\$ 15,619,535	\$ 14,885,176	\$ 14,356,696 \$ 528,480	\$ 86,612,010	\$ 84,898,611 \$ 1,713,399	\$ 86,627,464
Net Performance	\$ 18,107,201	\$ 20,209,779	\$ 20,333,438 \$ 123,659	\$ 22,596,436	\$ 24,124,084 \$ 1,527,648	\$ 21,466,380

January 2006

Management Discussion and Analysis

Revenues

Student Fees

The January monthly activity shows a negative variance of \$452,038 and the year-to-date performance reflects a \$1,137,091 shortfall. The breakdown of this loss is as follows: Spring, a \$433,137 negative variance, Fall, a \$616,655 negative variance, and Summer II, a \$43,834 negative variance with the remainder of the loss due to prior year adjustments. The revised projected shortfall for the Spring semester is \$581,860, which is lower than previously predicted as the drop off of students from Fall to Spring was less than the previous year. The total projected tuition shortfall for the year is estimated at \$1,300,000. The University has set aside \$750,000 in the operating budget for an enrollment reserve. Even with this reserve, the projected deficit to recapture through other University budget adjustments is \$550,000. The University has initiated a hiring freeze in which these salary and benefit savings will be used to offset this deficit.

Other Fees and Charges

Other Fees and Charges have a favorable variance of \$35,848 for January and a year-to-date positive variance of \$40,299. Change of Course Fees, Deferment Fees, and Late Registration Fees are above budget for the year.

Sales and Services

Sales and Services have a \$10,083 favorable variance for January and a year-to-date positive variance of \$128,031. Facilities Management work orders are above budget by \$55,252 due to earlier processing. This revenue item is expected to be on budget by the end of the year.

Rent, Interest, Dividends & Gifts

Rent and Interest shows a small \$882 negative variance for January and a positive year-to-day variance of \$17,780. Motor pool vehicle rental is above budget by \$10,562 for the year.

Miscellaneous Income

Miscellaneous Income has a \$2,168 favorable variance for January and a positive variance of \$15,230 for the year. Indirect cost recovery on grants and other miscellaneous income are above budget for the year.

Expenses

Salaries and Wages

Salaries and Wages shows a \$256,427 positive variance for January due to budget savings in administrative and support staff salaries. As is customary, any net savings in salaries and wages and related benefits are transferred to the Capital and Major Repairs on a quarterly basis. For the year, \$243,292 of salary savings have been transferred to this fund. The additional \$550,000 of tuition shortfalls will be also be funded out of the Capital and Major Repairs category.

Fringe Benefits

Fringe Benefits has a \$158,166 favorable variance for January. As noted above, the accumulated variance is transferred on a quarterly basis. The amount transferred to date from fringe benefits is \$478,583.

Student Wages

Student Wages has a \$2,927 negative variance for January and a \$2,977 positive year-to-date variance. Expenditures for 2006 are \$147,544 behind 2005 amounts.

Utilities

Utilities shows an unfavorable variance of \$21,878 for January and a positive year-to-date amount of \$187,253. Natural gas has a favorable variance while water and sewage are over budget for the year.

Training, Representation, and Travel

Training, Representation, and Travel has a favorable variance of \$28,637 for January and a negative variance of \$28,989 for the year. Expenditures for the current year are running below the previous year by \$101,630.

Student Aid

Institutional Student Aid shows a negative variance of \$54,572 for January and a positive year-to-date variance of \$2,460. Institutional Aid has increased \$392,001 over last year's level as a result of the incoming third class of students at the higher tuition rates.

Supplies and Expenses

Supplies and Expenses has a favorable variance of \$136,750 for January and a positive \$79,310 year-to-date variance. Expenditures are below last year's level by \$1,385,605. This reflects base budget cuts from last fiscal year.

Repairs and Maintenance

Repairs and Maintenance shows a \$42,555 favorable variance for January and a positive year-to-date variance of \$99,563.

Capital Equipment

Capital Equipment has a negative variance of \$14,678 for January and a year-to-date favorable variance of \$234,357. Total capital expenditures are \$529,381 below last year's amount.

Transfer Capital and Major Repairs

A total of \$699,954 was transferred from the savings of salaries and fringe benefits at the end of December. These savings will be offset by the additional \$550,000 of tuition loss not recovered by the enrollment reserve.

The following vendors have accumulated purchases from the University for the time period July 1, 2005 through January 31, 2006 (Fiscal Year) in excess of \$250,000:

**Vendors with Purchases Exceeding \$250,000
December 1, 2005 through January 31, 2006**

<u>Vendor Name</u>	<u>Current YTD Paid</u>	<u>Services Rendered</u>
SBC	\$ 264,160	Telephone Maintenance Contract and Telephone Equipment Upgrade
IT Travel Agencies	280,939	Travel Expenditures
Vectren Energy Delivery	306,302	Gas Utility Payments
U S Department of Education	434,075	DOE Audit Determination-Docket \$04-51-SA
Ebsco Subscription Services	640,294	Library Subscription Services
Forrest Sherer Inc	668,039	Insurance Premiums

**Previously Reported Vendors with Purchases
Exceeding \$250,000**

American Seating	\$ 260,830	Hulman Center Lower Concourse Seating
Network Solutions Inc	300,038	LAN Network Equipment
Educational Marketing Group Inc	327,085	2006 Media Buy
Staples Business Advantage	360,374	Office Supplies Contract Payments
Indiana Department of Corrections	473,300	Academic Courses
Life Insurance Company of North America	552,529	Life Insurance Premiums for Employees
Delta Dental Plan of Indiana	600,645	Dental Payments Reimbursements
M S I Construction Inc	701,072	Michael Simmons Building Construction
Indiana-American Water Company	723,738	Water Utility Payments
Public Employees Retirement Fund	734,749	Employee Retirement Payments
Dell Marketing LP	1,013,151	Computer Equipment, Software, and Supplies
Energy USA-TPC	1,029,171	Natural Gas Contract Purchases
First Financial Bank	1,190,000	Veba Contributions
Anthem Blue Cross and Blue Shield	1,879,403	Prescription Drug Coverage
Cinergy Services Inc	2,330,988	Electricity Utility Payments
CDI Inc	4,011,143	Burford Hall Renovation, Stalker Hall Renovation, and Business Incubator Remodel
Sodexo Inc and Affiliates	4,213,501	Dining and Catering Services
Principal Life Insurance Company	5,834,660	Medical Claim Payments

SECTION III

FEBRUARY 24, 2006

PERSONNEL (Ms. Sacopulos)

Recommendation: Approval of all the items in this section.

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

A. FACULTY

I. Appointments

Special Purpose Faculty

Daria N. Carson; Temporary Reference/Instruction Librarian, Library Services; M.L.S., Indiana University; salary \$39,000 per fiscal year, prorated from the effective date of January 3, 2006, through June 30, 2006.

Phillip Cochrane; Instructor, Department of Industrial and Mechanical Technology; M.B.A., University of Montana; salary \$50,000 per academic year, prorated from the effective date of January 5, 2006, for the 2006 spring semester and for the 2006-2007 academic year.

Part-time Temporary Appointments

(Effective January 5, 2006, unless otherwise indicated)

Beatrice J. Abernathy; Lecturer III, Organizational Department; M.S., Indiana State University; three hours; salary \$2,775.

Blaine Akers; Lecturer III, Department of English; J.D., Indiana University; three hours; salary \$2,802.

Tuovia M. Amerman; Lecturer II, Department of Social Work; M.S.W., IUPUI; nine hours; salary \$7,200.

Leonard S. Arnold; Lecturer I, Department of Family and Consumer Sciences; B.S., Ball State University (special credentials on file); six hours; salary \$4,050.

Lisa J. Baer; Lecturer I, Department of Life Sciences; B.S., Indiana State University (special credentials on file); four hours; salary \$3,000.

Yihua Bai; Lecturer III, Department of Mathematics and Computer Science; Ph.D., University of Tennessee; twelve hours; salary \$22,500.

Patsy Baker; Lecturer II, Department of Music; M.S., Indiana State University; two hours; salary \$1,600.

Judith Booe; Lecturer I, Department of Curriculum, Instruction, and Media Technology; M.S., Indiana State University; equivalent to 2.67 hours; salary \$1,756.

Thomas W. Booe; Lecturer I, Department of Curriculum, Instruction, and Media Technology; M.S., Indiana State University; equivalent to 2.67 hours; salary \$1,756.

William J. Brett; Professor Emeritus, Department of Life Sciences; Ph.D., Northwestern University; six hours; salary \$5,604.

Theresa Bubenzer; Lecturer III, Baccalaureate and Higher Degree Nursing Department; M.P.A., Indiana University; two hours; salary \$3,886.

Sarah E. Burk; Lecturer II, Department of Music; M.M., University of Michigan; seven hours; salary \$5,600.

Chester Burton; Lecturer III, Department of Art; M.F.A., Indiana State University; six hours; salary \$6,402.

Peggy Stucke Byrer; Lecturer III, Department of Counseling; Ed.S., Indiana State University; three hours; salary \$3,000.

Mark J. Clauss; Lecturer III, Department of Manufacturing and Construction Technology; M.S., Indiana State University; three hours; salary \$3,600.

Daniel Cleveland; Lecturer III, Department of Psychology; Pharm.D., Purdue University; three hours; salary \$2,802.

Peggy Conklin; Lecturer III, Department of English; M.S., Indiana State University; six hours; salary \$5,604.

Phil Cooper; Lecturer I, Department of Physical Education; special credentials on file; one hour; salary \$675; effective March 2, 2006.

Jennifer Cox; Lecturer III, Department of Communication; M.A., Indiana State University; twelve hours; salary \$11,208.

Cameron Craig; Lecturer II, Department of Geography, Geology, and Anthropology; M.A., Indiana State University; two hours; salary \$1,600.

Donna Crawford; Lecturer III, Baccalaureate and Higher Degree Nursing Department; M.S., Indiana State University; six hours; salary \$11,772.

Katherine Culotta; Lecturer III, Department of Criminology; Ph.D., University of Maryland; three hours; salary \$2,775.

Patty K. Daugherty; Lecturer II, Department of Criminology; M.S., Indiana State University; three hours; salary \$2,424.

Anne V. Davis; Lecturer I, Department of Elementary, Early, and Special Education; B.S., St. Mary-of-the-Woods College (special credentials on file); three hours; salary \$3,000.

Katrina R. Davis; Lecturer II, Department of Economics; M.S., Purdue University; twelve hours; salary \$9,696.

Cary Lee Dohner; Lecturer III, Department of Criminology; Ed.S., Indiana State University; fifteen hours; salary \$13,875.

Stephanie Doty; Lecturer III, Department of Art; M.F.A., Indiana State University; nine hours; salary \$7,806.

Karen Duffy; Lecturer III, Department of English; Ph.D., Indiana University; six hours; salary \$5,604.

Richard Dunfee; Lecturer III, Organizational Department; Ph.D., Ohio State University; three hours; salary \$2,775.

Michelle Ealy; Lecturer I, Department of Physical Education; B.S., Indiana State University (special credentials on file); two hours; salary \$1,350.

Sherri Eaton-Bin Daar; Lecturer III, Department of Educational and School Psychology; M.S., Indiana State University; three hours; salary \$3,000.

Julie B. Edwards; Lecturer III, Department of Music; M.M., University of North Carolina; twelve hours; salary \$11,208.

Linda Edwards; Lecturer III, Department of Communication; M.S.M., Indiana Wesleyan University; three hours; salary \$2,802.

Robert Fazekas; Lecturer III, Department of Psychology; Psy.D., Indiana State University; three hours; salary \$2,802.

John A. Ford; Lecturer III, Department of Communication; M.S., Indiana State University; three hours; salary \$2,802.

Leslie Gackle; Lecturer II, Department of Family and Consumer Sciences; M.S., Indiana State University; twelve hours; salary \$9,600.

Todd A. Gallagher; Lecturer II, Department of Music; M.M., Indiana State University; equivalent of 5.33 hours; salary \$4,267.

Harry E. Gallatin; Lecturer III, Analytical Department; M.B.A., Indiana State University; twelve hours; salary \$12,000.

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

Cindy L. Gloye; Lecturer III, Department of Communication Disorders; M.Ed., Indiana State University; three hours; salary \$3,000.

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

Jay Goodier; Lecturer III, Department of Communication Disorders; M.S., Indiana State University; three hours; salary \$4,500.

Jennifer Grimes; Lecturer II, Department of Criminology; M.S., Indiana State University; six hours; salary \$4,848.

Edmund B. Grosskopf; Assistant Professor Emeritus, Department of Criminology; Ed.D., Indiana University; nine hours; salary \$8,325.

Uwe Hansen; Professor Emeritus, University Honors Program and Department of Physics; Ph.D., Brigham Young University; six hours; salary \$5,577.

Karla M. Hansen-Speer; Lecturer II, Department of Geography, Geology, and Anthropology; A.M., Washington University; three hours; salary \$2,424.

Timothy Harlan; Lecturer II, Department of English; M.Ed., Indiana State University; three hours; salary \$2,400.

David Harris; Lecturer II, Department of Curriculum, Instruction, and Media Technology; M.S., Indiana State University; three hours; salary \$3,000.

Terry Havens; Lecturer III, Baccalaureate and Higher Degree Nursing; M.S.N., Indiana Wesleyan University; two hours; salary \$3,886.

Bryan Hayden; Lecturer III, Department of Communication; M.S., Indiana State University; twelve hours; salary \$11,208.

Merv Hendricks; Lecturer III, Department of Communication; B.S., Indiana University (special credentials on file); three hours; salary \$2,802.

Peggy Hines; Lecturer III, Department of Counseling; Ed.D., Indiana University; one hour; salary \$1,000.

David B. Hoffa; Lecturer I, Department of Physical Education; M.S., Indiana State University; three hours; salary \$2,025.

Casondra Hoggatt; Lecturer III, Organizational Department; M.B.A., Indiana State University; three hours; salary \$2,775.

Patricia Holsapple; Lecturer II, Department of Criminology; M.S., Indiana State University; six hours; salary \$4,848.

Joseph Houghtelin; Lecturer III, Department of Curriculum, Instruction, and Media Technology; M.S., plus 30, Indiana State University; equivalent to 4.66 hours; salary \$4,620.

Priscilla Hutton; Lecturer III, Department of Psychology; M.A., Phillips Graduate Institute; six hours; salary \$5,604.

John Ibberson; Associate Professor Emeritus, Department of Music; Ph.D., Indiana University; three hours; salary \$2,802.

Juan Jurado; Lecturer II, Department of Family and Consumer Sciences; M.S., Indiana State University; twelve hours; salary \$9,696.

Eun Sook Kim; Lecturer II, Department of Music; M.M., Indiana State University; two hours; salary \$1,616.

Shin Kim; Lecturer III, Department of Philosophy; M.A., Purdue University; twelve hours; salary \$15,240.

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

Edward A. Kirby; Professor Emeritus, Department of Educational and School Psychology; Ph.D., Southern Illinois University; thirteen hours; salary \$20,000.

Kent D. Koerner; Lecturer II, Department of Life Sciences; M.A., Sangamon State University; nine hours; salary \$7,272.

Joseph Koroma; Lecturer II, Department of Geography, Geology, and Anthropology; M.P.A., Indiana State University; six hours; salary \$4,800.

Rebecca Kuehn; Lecturer III, Baccalaureate and Higher Degree Nursing Department; M.S.N., Indiana State University; two hours; salary \$3,924.

Amy Laakman; Lecturer II, Department of Communication; M.A., University of Florida; three hours; salary \$2,400.

Alexander Lapins; Lecturer II, Department of Music; M.M., University of Michigan; seven hours; salary \$5,600.

Ryan Leonard; Lecturer II, Department of Psychology; M.S., University of Louisiana; three hours; salary \$2,424.

Marci Bounds Littlefield; Lecturer III, Department of Sociology; Ph.D., University of Texas; six hours; salary \$5,604.

Katherine R. Lloyd; Lecturer II, Department of Political Science and the Women's Studies Program; M.A., Indiana State University; six hours; salary \$4,848.

Roger Luekons; Lecturer I, Department of Curriculum, Instruction, and Media Technology; Ph.D., Purdue University; equivalent to two hours; salary \$1,317.

Lori K. Lund; Lecturer III, Department of Counseling; M.S., Northern Illinois University; one and one half hours; salary \$1,500.

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

David B. Mannell; Lecturer III, Department of Music; M.S., Indiana University; twelve hours; salary \$11,208.

Marthann Markle; Assistant Professor Emerita, Department of Physical Education; M.S., Indiana State University; one hour; salary \$675.

Ricardo Marte; Lecturer III, Department of Sociology; Ph.D., University of Nevada; three hours; salary \$2,775.

David H. McCarter; Lecturer III, Department of History; Ph.D., University of Iowa; six hours; salary \$5,604.

Brent McPike; Lecturer II, Department of Music; M.M., Indiana University; twelve hours; salary \$11,208.

Dan P. Millar; Professor Emeritus, Department of Communication; Ph.D., Michigan State University; six hours; salary \$6,200.

Daniel Miller; Lecturer III, Department of Music; Ph.D., Michigan State University; six hours; salary \$5,604.

Lisa Miller; Lecturer III, Department of Music; M.M., Indiana State University; six hours; salary \$5,604.

Dorothy Mimms; Lecturer III, Baccalaureate and Higher Degree Nursing Department; M.S.N., Indiana State University; equivalent to 6.6 hours; salary \$12,949.20.

Linda Minty; Lecturer II, Department of English; M.A., Indiana State University; three hours; salary \$2,424.

Ronald W. Moore; Lecturer III, Department of Political Science; M.P.A., University of Colorado; six hours; salary \$5,550.

Michael Morris; Lecturer II, Department of Sociology; M.S., Indiana State University; six hours; salary \$4,848.

Edward B. Motley; Lecturer II, Department of Criminology; M.S., Salve Regina University; three hours; salary \$2,400.

Mary Beth Mullen; Lecturer III, Department of Educational and School Psychology; M.A., St. Mary-of-the-Woods College; six hours; salary \$6,000.

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

Margaret E. Myers; Lecturer III, Organizational Department; M.B.A., Indiana State University; two hours; salary \$2,000.

William Nardini; Professor Emeritus, Department of Criminology; Ph.D., State University of Iowa; six hours; salary \$5,604.

Sheila Neff; Lecturer III, Organizational Department; M.B.A., Indiana State University; three hours; salary \$2,775.

Leah M. Nellis; Lecturer III, Department of Educational and School Psychology; Ph.D., Ball State University; three hours; salary \$3,000.

Jeffrey C. O'Brien; Lecturer I, Department of Theater; M.F.A., University of Nebraska-Lincoln; three hours; salary \$2,100.

Thomas Patterson; Lecturer III, Department of Curriculum, Instruction, and Media Technology; M.L.S., University of Pittsburgh; twelve hours; salary \$18,000.

Karen Phillips; Lecturer III, Baccalaureate and Higher Degree Nursing Department; M.S.N., Indiana State University; equivalent to 4.4 hours; salary \$4,116.

Tanya Ruth Phillips; Lecturer III, Baccalaureate and Higher Degree Nursing Department; M.S., Indiana State University; four hours; salary \$7,848.

Kathleen D. Pickrell; Associate Professor Emerita, Baccalaureate and Higher Degree Nursing Department; M.S., IUPUI; four hours; salary \$7,848.

Daniel Powers; Lecturer II, Department of Music; M.M., Indiana University; two hours; salary \$1,616.

Bellampalli R. Ramachandran; Lecturer III, Department of Chemistry; Ph.D., McMaster University; twelve hours; salary \$16,932.

Crystal M. Reynolds; Lecturer III, Department of History; Ph.D., Indiana State University; six hours; salary \$5,604.

Dottie Rigsby; Lecturer III, Department of Sociology; M.S., Indiana State University; three hours; salary \$2,802.

Amy Robinson; Lecturer III, Baccalaureate and Higher Degree Nursing Department; B.S., Indiana State University (special credentials on file); two hours; salary \$3,924.

Manuel Rodriguez; Lecturer I, Department of Physical Education; high school diploma (special credentials on file); two hours; salary \$1,350.

Robert G. Rogers; Lecturer I, Department of Curriculum, Instruction, and Media Technology; M.A.E., Ball State University; equivalent to 3.33 hours; salary \$2,195.

Chad Roseland; Lecturer II, Department of Music; M.M., University of Arizona; six hours; salary \$5,604.

Travis Rutherford; Lecturer II, Department of Criminology; M.S., Indiana State University; twelve hours; salary \$12,363.

Richard Sabolick; Lecturer II, Department of Criminology; M.S., Indiana State University; three hours; salary \$2,424.

Kerri Salamanca; Lecturer III, Department of Psychology; Ph.D., University of Illinois; six hours; salary \$5,604.

Lynette Schwane; Lecturer III, Department of Music; D.M.A., University of Miami; twelve hours; salary \$14,938.

Lori Scott; Lecturer III, Department of Elementary, Early, and Special Education; B.S., Wheaton College (special credentials on file); equivalent to six hours; salary \$6,000.

Richard C. Setliff; Lecturer III, Analytical Department and Department of Economics; M.B.A., Indiana State University; three hours; salary \$3,000 (for Analytical) and nine hours; salary \$8,325 (for Economics).

Shaun Short; Lecturer I, Center for Science Education; B.A., Indiana State University (special credentials on file); six hours; salary \$4,228.50.

Glenna Simons; Lecturer III, Department of Sociology; J.D., Loyola University School of Law; fifteen hours; salary \$14,010.

Neil Singleton; Lecturer III, Department of Communication; M.A., Indiana State University; twelve hours; salary \$11,208.

Carolyn Sinnott; Lecturer I, Department of Curriculum, Instruction, and Media Technology; M.S. Ed., Indiana University; equivalent to six hours; salary \$3,951.

Lynette Smith; Lecturer III, Baccalaureate and Higher Degree Nursing Department; M.S.N., Indiana State University; three hours; salary \$5,000.

Christina Sneddon; Lecturer I, Department of Physical Education; special credentials on file; two hours; salary \$1,350.

Sharilyn Spicknall; Lecturer III, Department of Music; M.S., Indiana State University; one hour; salary \$934.

Scott Stalcup; Lecturer III, Department of English; M.A., Ball State University; six hours; salary \$5,604.

Leshia Stolt; Lecturer II, Department of English; M.A., Indiana State University; six hours; salary \$4,800.

Sherri Streight; Lecturer III, Department of Elementary, Early, and Special Education; equivalent to six hours; salary \$6,000.

Linda Stroot; Lecturer III, Department of Manufacturing and Construction Technology; B.A., Howard Payne University (special credentials on file); two hours; salary \$2,400.

Kimberly Sullivan; Lecturer III, Department of Music; B.M., Northwestern (special credentials on file); equivalent to 4.33 hours; salary \$4,044.22.

Christina M. Summers; Lecturer II, Department of Theater; M.A., Indiana State University; equivalent to 2.25 hours; salary \$1,800.

Bryland Sutton; Lecturer I, Department of Physical Education; M.A., Indiana State University; three hours; salary \$2,025.

Constance Thomas; Lecturer III, Baccalaureate and Higher Degree Nursing Department; B.S., Indiana State University (special credentials on file); eight hours; salary \$15,696.

Josephine A. Thomas; Lecturer III, Department of Communication Disorders; M.A., Wichita State University; three hours; salary \$4,500.

Glenna J. Timmons; Lecturer III, Department of Elementary, Early, and Special Education; M.Ed., Indiana State University; three hours; salary \$3,999.

Jeffrey L. Tincher; Lecturer III, Department of Physical Education; M.S., Indiana State University; two hours; salary \$3,700.

Daniel A. Tollefson; Lecturer I, Analytical Department; J.D., Indiana University; three hours; salary \$3,000.

Jacquelyn Trinler; Lecturer III, Department of Communication; M.A., Ohio University; nine hours; salary \$8,406.

Nathaniel Truedell; Lecturer III, Department of African and African American Studies; M.M., Butler University; one hour; salary \$1,100.

Gary Turner; Lecturer III, Department of Music; M.A., Indiana State University; three hours; salary \$2,802.

Libby M. Vanatta; Lecturer II, Department of Music; M.M., University of Illinois; six hours; salary \$5,604.

Alan L. Veach; Lecturer III, Department of Counseling; M.Ed., Indiana State University; 1.5 hours; salary \$1,500.

Raymond Vrydaghs; Lecturer II, Department of Sociology; M.A., University of Notre Dame; three hours; salary \$2,424.

Carole Waltman; Lecturer III, Department of Elementary, Early, and Special Education; B.S., Indiana State University (special credentials on file); equivalent to six hours; salary \$6,000.

Kevin Ward; Lecturer III, Department of Communication; M.A., Indiana State University; twelve hours; salary \$11,208.

Theresa S. Watson; Lecturer III, Organizational Department; M.Ed., Indiana State University; six hours; salary \$5,550.

James Waugh; Lecturer III, Department of Curriculum, Instruction, and Media Technology; M.S., Indiana State University; equivalent to 4.66 hours; salary \$4,620.

Fatima Weliver; Lecturer I, Department of Languages, Literatures, and Linguistics; B.A., Ohio State University (special credentials on file); six hours; salary \$4,050.

Susanne Wheeler; Lecturer I, Baccalaureate and Higher Degree Nursing Department; B.S.N., Bluffton College (special credentials on file); four hours; salary \$7,772.

Rebecca Williams; Lecturer II, Department of English; M.A., DePauw University; six hours; salary \$4,848.

Michael G. Williamson; Lecturer III, Organizational Department; M.S., Indiana State University; three hours; salary \$2,775.

Donna L. Wilson; Lecturer III, Department of Counseling; M.Ed., Indiana State University; three hours; salary \$3,000.

Heather N. Winter; Lecturer II, Department of Music; M.M., Indiana University; twelve hours; salary \$9,600.

Jeffrey Wireman; Lecturer II, Department of English; M.A., University of Wyoming; three hours; salary \$2,424.

Barbara L. Wood; Lecturer I, Department of Curriculum, Instruction, and Media Technology; M.Ed., University of Cincinnati; equivalent to 7.33 hours; salary \$4,829.

Mark Wright; Lecturer III, Department of English; M.S., Indiana State University; three hours; salary \$2,802.

Eileen Ziegler; Lecturer III, Department of Curriculum, Instruction, and Media Technology; M.A., University of Iowa; six hours; salary \$6,000.

2. Changes of Status and/or Rate

Veanne N. Anderson; from Associate Professor, Department of Psychology, to Acting Director, Women's Studies Program and Associate Professor, Department of Psychology; stipend of \$1,000 for this added responsibility; effective for the spring semester of the 2005-2006 academic year.

Newell E. Chiesl; from Professor of Marketing, Organizational Department, to Marketing Program Coordinator and Professor of Marketing, Organizational Department; stipend of \$2,000 for this added responsibility; effective for the 2005-2006 academic year.

Amy Craddock; from Associate Professor, Department of Criminology, to Interim General Education Coordinator, and Associate Professor, Department of Criminology; salary \$55,779 per academic year, prorated from the effective date of January 6, 2006, through May 6, 2006.

Diana K. Hews; from Associate Professor, Department of Ecology and Organismal Biology, to Acting Chairperson and Associate Professor, Department of Ecology and Organismal Biology; stipend of \$1,000 for this added responsibility; effective for the spring semester of the 2005-2006 academic year.

Ricardo M. Marte; Lecturer III, Department of Educational and School Psychology; change from six hours to three hours; salary from \$6,000 to \$3,000; effective January 5, 2006.

Robert Perrin; from Professor, Department of English, to Interim Chairperson and Professor, Department of English; stipend of \$3,000 for this added responsibility; effective for the spring semester of the 2005-2006 academic year.

Randell W. Peters; Department of Industrial and Mechanical Technology; change in educational status to doctorate level; \$1,200 added to 2005-2006 academic year base; salary \$55,538, prorated from the effective date of February 1, 2006.

Joshua Powers; from Assistant Professor, Department of Educational Leadership, Administration, and Foundations, and Acting Director, Office of Educational Research and Evaluation, to Acting Chairperson and Assistant Professor, Department of Educational Leadership, Administration, and Foundations, and Acting Director, Office of Educational Research and Evaluation; \$3,000 stipend for this added responsibility; effective for the spring semester of the 2005-2006 academic year.

Diana Quatroche; from Interim Chairperson and Associate Professor, Department of Elementary, Early, and Special Education, to Chairperson and Associate Professor, Department of Elementary, Early, and Special Education; salary \$68,000 per academic year, prorated from the effective date of January 5, 2006.

Dorothy C. Yaw; Department of Industrial Technology Education; change in educational status to doctorate level; \$1,200 added to 2005-2006 academic year base; salary \$52,880, prorated from the effective date of January 5, 2006.

3. Leave of Absence without Pay
(For the spring semester of the 2005-2006 academic year)

Marcella Liffick Stevens; Department of Life Sciences.

4. Resignations

Nancy Lawrence; Department of Health, Safety, and Environmental Health Sciences; effective December 17, 2005.

Ngoba E. Maloba; Department of Electronics and Computer Technology; effective January 4, 2006.

6. Deceased

Francois Muyumba; Associate Professor, Department of African and African American Studies; February 10, 2006.

B. ADMINISTRATION1. AppointmentsRegular Appointment

Brett M. Burchette, Associate Director of Athletics for External Operations, University Advancement; salary \$72,000 per fiscal year, prorated from the effective date of April 10, 2006.

Temporary Appointment

Bryland R. Sutton; Project Manager, Department of Psychology (part-time); M.S., Indiana State University; salary \$25,500 per fiscal year, prorated for the period of January 2, 2006 through December 31, 2006.

2. Changes of Status and/or Rate

Bradley V. Balch; from Associate Professor and Chairperson, Department of Educational Leadership, Administration, and Foundations, to Acting Associate Dean, College of Education and Associate Professor, Department of Educational Leadership, Administration and Foundations; salary \$99,033 per fiscal year, prorated for the period January 3, 2006 through June 30, 2006.

L. Kenneth Chew, Jr., from Assistant Director of the Student Counseling Center to Associate Director of the Student Counseling Center; salary \$51,143 per fiscal year, prorated from the effective date of March 1, 2006.

April M. Hay; from Assistant Registrar, Office of Registration and Records to Service and Operations Manager, Office of Registration and Records; salary \$42,977 per fiscal year, prorated from the effective date of January 16, 2006.

Dawn F. Underwood; Associate Director, Office of Sponsored Programs; administrative supplement of \$9,600 added to 2005-06 fiscal year base for extra duties and responsibilities; salary \$68,781 per fiscal year, prorated from the effective date of January 3, 2006.

3. Retirement

Thomas J. Harding; retirement leave July 1, 2006 through December 31, 2006; retirement effective January 1, 2007.

4. Resignations

Connie L. Flood; University Development; effective February 24, 2006.

Scott W. Whitlow; Office of Information Technology; effective January 31, 2006.

C. INTERCOLLEGIATE ATHLETICS

1. Appointments

Blair Hrovat; Assistant Football Coach; salary \$50,000 for the employment period of January 1, 2006 through December 31, 2006, prorated from the effective date of February 13, 2006.

Lewis Theobald; Assistant Women's Soccer Coach; B.S., University of Kansas; salary \$23,660 for the employment period of January 1, 2006 through December 31, 2006, prorated from the effective date of June 1, 2006.

2. Resignation

Charles Molnar, Associate Football Coach; effective January 22, 2006.

D. SUPPORT STAFF REPORT

The Support Staff Personnel Report for the period ending February 10, 2006 is presented in Exhibit A.

INDIANA STATE UNIVERSITY
 MONTHLY REPORT OF SUPPORT STAFF EMPLOYEES
 FOR THE PERIOD ENDING FEBRUARY 10, 2006

A. APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Balentine, Jennifer	Athletics	Acct Clerk III	\$18,720	02-13-06
Evans, Veronica	Payroll	Payroll Supv	\$27,983	02-06-06
Griffin, Betty	Family Housing	Cust Wrkr I	\$17,043	02-13-06
Pearman, Susan	Anthropology	Archaeology Field Tech	\$23,400	01-09-06
Smiley, Sierra	HMSU	Lead Cust Wrkr II	\$18,213	01-31-06

B. RESIGNATIONS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
Covert, Melissa	Student Health Center	02-01-06
Dzurison, Erin	Permanent Art Collection	12-16-05
Fleetwood, Nancy	Purchasing	02-17-06
Freitag, Jodie	Dean of Health and Human Performance	01-13-06
Lawson, Dawn	Sociology	01-31-06
Schwegman, John	Anthropology	01-13-06
Scott, Stacey	Student Health Center	01-04-06
Shinde, Diana	Library	02-03-06
Slopsema, Marsha	Physics	12-16-05
Smith, Christopher	Public Safety	01-06-06
Whallon, Carol	Registrars	01-20-06
White, Angela	Controller	02-10-06

C. RETIREMENT

<u>NAME</u>	<u>DEPARTMENT</u>	<u>YRS OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Chrisman, Dorothy	Sandison Housing	22	01-20-06
Sandilands, Sally	Central Housing	26	02-24-06
Smith, Rodmaze	Family Housing	17	01-03-06
Wiseman, Carole	Payroll	27	02-03-06

SECTION IV

FEBRUARY 24, 2006

INFORMATION/DICUSSION ITEMS

A. Agreements – Information Only (Dr. Maynard)

1. Speech Pathology Internships

Agreements have been reached with the following facilities to provide clinical education internship opportunities in a hospital for graduate students in speech pathology.

Adams County Memorial Hospital, Decatur, Indiana
Elkhart General Hospital, Elkhart, Indiana
Goshen General Hospital, Goshen, Indiana
King's Daughters' Hospital and Health Services
Westview Hospital, Indianapolis, Indiana

2. Multicare Health System, Tacoma, Washington

The purpose of this agreement is to provide internships in a hospital for students enrolled in the Communications Disorders programs.

3. Nursing Internships

Agreements have been reached with the following facilities to provide clinical experiences for nursing students.

Good Samaritan Hospital, Vincennes, Indiana
Mary Lanning Memorial Hospital, Hasting, NE
Porter memorial Hospital, Valparaiso, Indiana
St. Mary Medical Center, Hobart, Indiana

4. St. Thomas Hospital, Nashville, Tennessee

The purpose of this agreement is to provide internship opportunities for students in the Sports Studies/Exercise Science Program.

5. TravelLearn, Hawley, Pennsylvania

TravelLearn is in the business of offering educational programming in a travel format ("Travel Study Courses"). The purpose of this agreement is for ISU to offer noncredit educational travel programs offered by TravelLearn.

B. Grants – Information Only – Attachment 1 (Dr. Maynard)

Mr. Alley adjourned the meeting at 10:30 a.m.

SECTION IV

FEBRUARY 24, 2006

1. National Council on Economic Education, Fund No. 548068, Proposal No. 06-036
An agreement in the amount of \$15,000 has been received from the National Council on Economic Education for the project entitled, "Economic Workshop on Globalization," under the direction of John Conant, Economics, for the period November 18, 2005, through September 1, 2006.
2. Hoosier Uplands Economic Development Corporation (HUEDC), Fund No. 548069, Proposal No. 06-100
An agreement in the amount of \$245,738 has been received from Hoosier Uplands Economic Development Corporation (HUEDC) for the project entitled, "Community Alliance to Promote Education (CAPE)," under the direction of Melissa Hughes, Distance Support Services, for the period November 1, 2005, through December 31, 2006.
3. Indiana Department of Education, Fund No. 548002, Proposal No. 06-115
Additional appropriations in the amount of \$75,000 has been received from the Indiana Department of Education for the project entitled, "Indiana Special Education Administrators' Services (ISEAS) Project-Amendment," under the direction of Gary Collings, Indiana Special Education Administrators' Services, for the period July 1, 2005, through June 30, 2006.
4. Arts Illiana, Fund No. 548072, Proposal No. 05-214
An agreement in the amount of \$4,543 has been received from Arts Illiana for the project entitled, "SummerStage," under the direction of Arthur Feinsod, Theater, for the period July 1, 2005, through June 30, 2006. SAR50
5. Sigma Xi, Fund No. 548073, Proposal No. 06-077
An agreement in the amount of \$300 has been received from Sigma Xi for the project entitled, "Parent-Offspring Conflict and Sibling Rivalry in a Polymorphic Passerine the White-Throated Sparrow (*Zonotrichia Albicollis*)," under the direction of Marisa Korody, Life Sciences, for the period January 1, 2006, through April 30, 2006.
6. Indiana Commission for Higher Education, Fund No. 548010, Proposal No. 05-236
An agreement in the amount of \$12,713 has been received from the Indiana Commission for Higher Education for the project entitled, "Consortium Agreement with Ivy Tech Wabash Valley Under the Carl Perkins Act," under the direction of Beverly Bitzegaio, School of Technology Strategic, for the period July 1, 2005, through June 30, 2006.

7. Indiana University, Fund No. 548037, Proposal No. 06-108
A subagreement under the Department of Health and Human Services, Health Resources and Services Administration in the amount of \$227,148 has been received from Indiana University for the project entitled, "Indiana Area Health Education Center Program - West Central Indiana AHEC," under the direction of C. Jack Maynard, Indiana Area Health Education Center, for the period September 1, 2005, through August 31, 2006.
8. Environmental Solutions and Innovations, Inc., Fund No. BAT, Proposal No. 06-107
An agreement in the amount of \$5,200 has been received from Environmental Solutions and Innovations, Inc. for the project entitled, "Survey for the Indiana Bat near Bloomington, Indiana," under the direction of John Whitaker, Ecology and Organismal Biology, for the period August 10, 2005, through August 15, 2005.
9. Smith Neubecker & Associates, Inc. Fund No. ANTHLB (Anthropology Lab), Proposal No. 06-110
An agreement in the amount of \$1,706.38 has been received from Smith-Neubecker & Associates for the project entitled, "Phase Ia Archaeological Reconnaissance, Stonebrook Apartment Complex, Bloomington, Monroe County, Indiana," under the direction of C. Russell Stafford, Anthropology, for the period October 26, 2005, through October 26, 2006.
10. Digital Audio Disc Corporation (DADC), Fund No. IPRDC (IN Packaging Research & Development Center), Proposal No. 06-097
An agreement in the amount of \$10,000 has been received from Digital Audio Disc Corporation (DADC) for the project entitled, "Package Testing and Services," under the direction of Marion Schafer, Technology, for the period September 28, 2005, through September 29, 2006.
11. Zee Medical Company, Fund No. IPRDC (IN Packaging Research & Development Center), Proposal No. 06-099
An agreement in the amount of \$2,500 has been received from Zee Medical Company for the project entitled, "Package Testing and Services," under the direction of Marion Schafer, Technology, for the period June 27, 2005, through June 28, 2006.
12. Eel River Marketing, LLC, Fund No. IPRDC (IN Packaging Research & Development Center), Proposal No. 06-098
An agreement in the amount of \$25,000 has been received from Eel River Marketing LLC for the project entitled, "Package Testing Services Through Indiana Packaging Research & Development Center (IPRDC)," under the direction of Marion Schafer, Technology, for the period September 22, 2005, through September 23, 2006.

13. V3 Companies of Illinois, LTD., Fund No. BAT, Proposal No. 05-239
An agreement in the amount of \$14,400 has been received from V3 Companies of Illinois for the project entitled, "Survey of Bats for Dalitsch 40 Acres, Lake County, Illinois," under the direction of John Whitaker, Ecology and Organismal Biology, for the period May 20, 2005 through June 30, 2005.
14. Terracon Consultants, Inc., Fund No. ANTHLB, Proposal No. 06-029
An agreement in the amount of \$948.20 has been received from Terracon Consultants, Inc. for the project entitled, "Phase Ia Archaeological Reconnaissance, Terracon Corydon South Cell Tower Site, Harrison County, Indiana," under the direction of C. Russell Stafford, Anthropology, for the period August 9, 2005 through August 9, 2006.
15. Terracon Consultants, Inc., Fund No. ANTHLB, Proposal No.06-030
An agreement in the amount of \$330 has been received from Terracon Consultants, Inc. for the project entitled, "Phase Ia Archaeological Reconnaissance, Terracon Harrison South Cell Tower Site, Harrison County, Indiana," under the direction of C. Russell Stafford, Anthropology, for the period August 9, 2005 through August 9, 2006.
16. Terracon Consultants, Inc., Fund No. ANTHLB, Proposal No. 06-031
An agreement in the amount of \$881.38 has been received from Terracon Consultants, Inc. for the project entitled, "Phase Ia Archaeological Reconnaissance, Terracon Red Bank Cell Tower Site, Evansville, Vanderburgh County, Indiana," under the direction of C. Russell Stafford, Anthropology, for the period August 9, 2005 through August 9, 2006.
17. The Town of Russellville, Indiana, Fund No. ANTHLB, Proposal No. 06-090
An agreement in the amount of \$1,200 has been received from The Town of Russellville, Indiana for the project entitled, "Phase Ia Archaeological Reconnaissance, Water System Improvements, Town of Russellville, Putnam County, Indiana," under the direction of C. Russell Stafford, Anthropology, for the period October 18, 2005 through October 18, 2006.
18. Butler, Fairman, & Seufert Consulting Engineers, Fund No. ANTHLB, Proposal No. 06-060
An agreement in the amount of \$922.46 has been received from Butler, Fairman, & Seufert Consulting Engineers for the project entitled, "Archaeological Records Review and Phase Ia Archaeological Reconnaissance, Detention Pond Construction at SR45 and Curry Pike, Bloomington, Monroe County, Indiana," under the direction of C. Russell Stafford, Anthropology, for the period September 7, 2005 through September 7, 2006.

19. Purdue University, Fund No. 548051, Proposal No. 06-003
An agreement in the amount of \$96,000 has been received from Purdue University for the project entitled, "CARE Communities Against Rape," under the direction of Frederica Kramer, Family and Consumer Sciences, for the period November 1, 2005 through October 31, 2006.
20. Bemis Company, Fund No. IPRDC (IN Packaging Research and Development Center), Proposal No. 06-069
An agreement in the amount of \$2,500 has been received from Bemis Company for the project entitled, "Package Testing and Services," under the direction of Marion Schafer, Technology, for the period August 2, 2005 through August 3, 2006.
21. MSI Packaging Company, Fund No. IPRDC (IN Packaging Research and Development Center), Proposal No. 06-070
An agreement in the amount of \$2,500 has been received from MSI Packaging Company for the project entitled, "Package Testing and Services," under the direction of Marion Schafer, Technology, for the period June 28, 2005 through June 29, 2006.
22. Strategic Business Innovation, Fund No. IPRDC (IN Packaging Research and Development Center), Proposal No. 06-096
An agreement in the amount of \$2,500 has been received from Strategic Business Innovation for the project entitled, "Package Testing Services Through Indiana Packaging Research & Development Center (IPRDC)," under the direction of Marion Schafer, Technology, for the period September 1, 2005 through October 30, 2006.
23. Biomet and EBI (Subsidiary of Biomet), Fund No. IPRDC (IN Packaging Research and Development Center), Proposal No. 05-013
An agreement in the amount of \$20,000 has been received from Biomet and EBI (subsidiary of Biomet) for the project entitled, "Package Testing and Consultation Program," under the direction of Marion Schafer, Technology, For the period January 12, 2005 through January 11, 2006.