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INDIANA STATE UNIVERSITY  
BOARD OF TRUSTEES  
JUNE 22, 2007

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MINUTES  
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The Indiana State University Board of Trustees met in regular session at 9:30 a.m. on Friday, June 22, 2007, in the State Room, Tirey Hall.

Board members present: Mr. Alley, Mr. Bonds, Mr. Carpenter, Mr. LaPlante, Mr. Lowery, Mr. Scharton, Mr. Shagley and Mr. Thyen. Trustee absent: Mrs. House.

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

There being a quorum present, Mr. Alley called the meeting to order at 9:35 a.m.

SECTION I

A. APPROVAL OF APRIL 27, 2007 MINUTES OF MEETING AND EXECUTIVE SESSION CERTIFICATION, AND MINUTES OF THE MAY 15, 2007 SPECIAL MEETING (Mr. Alley)

On a motion by Mr. Bonds, seconded by Mr. Carpenter, the minutes of the April 27, 2007 meeting and Executive Session Certification and Minutes of the May 15, 2007 Special Meeting were approved as presented.

B. DATE OF NEXT MEETING AND APPOINTMENT OF NOMINATING COMMITTEE

The Annual Organizational Meeting of the Board will be a one day meeting held on Thursday, July 19, 2007.

Mr. Alley appointed the Nominating Committee as follows: Richard Shagley, Chair, Norman Lowery and John Thyen.

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

Mr. Alley reported that Spring Commencement was held on May 5, and was a very nice event. The institution is sending extraordinary people out in to the world. We have great graduates and that has been reflected by the opportunity we have had in our interaction with them.

Yesterday Trustees had a seminar on an update of campus construction and a tour of the Science Labs. It is great to see the dramatic improvement to these labs. This is a continual renewal process and the Trustees are very much aware of this. We will continue to strive to strengthen the experience for people working at the University and our students.

Last night Trustees had an opportunity to congratulate Trustees Bonds and Scharton for their leadership to the Board. Both of these individuals have provided outstanding leadership and service to the University and that is very much appreciated.

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

I want to begin my report by thanking the support staff for the award as well as the kind words given to me at their annual end-of-the-year meeting. I was moved and am most appreciative.

Kelly, working with you, and support staff in general, has been wonderful. The accomplishments of that body have been tremendous, and you are to be congratulated.

I thank the support staff for their demonstrated kindness throughout the year. Faculty have received tremendous support from them, and we will continue to be their strong ally. The debate currently taking place in your arena is a positive by-product of an open governance process and again demonstrates love of the institution.

A.J., you have a brilliant future ahead of you. I am always pleased and delighted at the caliber of our student leadership and you have been a wonderful example of that leadership. Your accomplishments for the University have been tremendous and your personal growth has been awesome. Please keep the University in your heart.

My stint in the Faculty Senate will soon come to a close for at least a year, if not longer. I am saddened that the last year saw so much time and energy devoted to one issue. The Executive Committee handled that issue as professionally and responsibly as possible. We certainly had a position, and it was a strong position, but we tried to advance that position without disrupting the University. We counseled against a campus-wide faculty vote on the President, believing that the Board had a sufficient knowledge base to make an informed decision. It was doubtful that new information would have surfaced that was not already present in the two climate surveys already conducted or in the Board's survey. As you know, we did choose to communicate privately by letter with Board members, listing our concerns.

I am aware that Board members found some of our actions problematic, but I am also aware that a significant contingent of the campus felt we had done too little. The Executive Committee did everything we could to keep this matter "in house" and in control, and used the media sparingly and with dignity. Overall, I have been tremendously gratified at the great number of individuals who have told me that they were pleased at the professionalism the Executive Committee exhibited concerning this issue.

Despite the dominance of this issue, the Faculty Senate and the standing committees have continued to deal productively and effectively with matters impacting the well-being of the institution. I want to continue to encourage the Trustees to ensure adequate funding for the newly-created College of Nursing, Health and Human Services. I also ask you to encourage the administration to continue to adopt flexible and constructive approaches towards program prioritization challenges. Great progress has been made.

The present set of officers has found the Provost to be a fair man. We have disagreed with a number of his positions and decisions, but, in general, he was as open as possible, given his parameters. He has not been in an enviable situation, being the individual who must explain the Executive Committee position to the President, and who must advance the President's position to the Executive Committee. Nevertheless, given the circumstances, he has our gratitude for his openness, ability to listen to other points of view and, on rare occasions, his willingness to alter his position based on input.

Also, I appreciated having the few opportunities earlier in the year that I did have to speak to Board President, Trustee Alley. I believed those conversations were beneficial and worked to the betterment and health of the campus. I am appreciative of the Board's effort to gain greater exposure to the University community. An informed, independent Board has the knowledge base to carry out its responsibility.

Allow me to repeat that the Senate officers for next year are Virgil Sheets, Arthur Halpern, and Alma Mary Anderson. These individuals are held in high esteem by both faculty and administration, and have held various positions of responsibility recently and over the span of their careers. I hope that relationships with these officers are productive and fruitful for the University.

This year's and next year's Senate officers recently had a very pleasant luncheon with the new President of the Foundation, Mr. Gene Crume. His sincerity was apparent. The conversation demonstrated his independence of thought, his strength of character, and his willingness to listen. He was forthright and credible. He is an asset and will monitor the assets of the foundation judiciously and appropriately.

We are pleased that the searches for the Vice President for Enrollment Management, Marketing, and Communications and for a Dean of the College of Business have been successful. Each search committee produced an impressive set of final candidates.

Again, I extend thanks to all members of the University community for your support.

Mr. Alley thanked Dr. Lamb for his leadership on the Senate. He said although they did not always agree he always knew that in every situation that Dr. Lamb wanted to do what was best for the University and had the best interest of the University at heart. We appreciate your devotion to the University.

E. REPORT OF THE SUPPORT STAFF COUNCIL CHAIRPERSON (Ms. Hall)

Mr. Alley noted that Trustees had an opportunity to have breakfast with the officers of the Support Staff Council this morning. He feels this is a great way for them to communicate back and forth. He thanked Kelly for her leadership and the work of the Council.

Ms. Hall thanked Dr. Lamb for his comments and said it truly speaks to the kind of person he is. She and the Council appreciate that.

Ms. Hall congratulated Trustees Bonds and Scharton. Their presence on the Board will be greatly missed.

The Council held its officer elections in May and today I would like to introduce the officers of the Council who will be joining me this year. Vice Chair Anita Adams, Secretary Roxanne Torrence, and Treasurer Patsy Weltich.

I would like to thank Patty Yamashita for her work with the Council last year as Treasurer. Patty is truly a breath of fresh air for the Council. She is a representative who is always there when needed. She will stay as a representative and we will miss her on the Executive Committee.

Today I am presenting to the Board the 2006-2007 Support Staff Council Annual Report and I do that with pride. This was a year that brought many important events and accomplishments that truly was history in the making for the Council.

We started the year with the first chance to address the Faculty Senate and to stand as a united front on an issue that faced us all. The staff and the Council will be forever grateful to the faculty for that chance and the support we were given. I believe we are a better University because of it. Once again the standing committees of the Council developed, drafted, and approved several policies that

should shape the future of staff at ISU; staff dependent fee wavier, class release time policy, call back policy, winter break/holiday policy, and the new and improved grievance policy.

The Council was also involved in going international this year, our Mentoring Program was recognized and is the new template for a Mentoring Program for new faculty at the University of Ireland.

The Council and staff were also recognized this year by the Center for Public Service and Community Engagement along with the United Way by awarding us the Center's Service award.

I encourage you to take a moment to look at the report and congratulate staff on a year well done.

In conclusion, as Chair of the Council, it is my responsibility to represent the Council to all of you, the campus community, and the public. That is a responsibility that I do not take lightly. With that being said, I felt it was my responsibility to address you in that role in this public forum.

Fellow support staff, faculty, administrators, and members of the Board of Trustees, the accomplishments of this past year could not have been achieved without all of you. The Council and I understand the need to represent all staff at ISU and they do that with the utmost conviction. Sometimes the time line does not afford them the privilege of contacting you on each and every matter even though they would like to. Rest assured they are representing you to the best of their ability and with your welfare always in their mind. They take being a representative of yours very seriously as do I.

The Council and I know it is time to move ISU and its staff forward into the future. We are choosing to do so by not dwelling on the negative but move forward in a positive manner. The Council and I will continue to strive to do that no matter what. Our hope is that this can be accomplished along with the faculty and administration as a united campus.

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

Mr. Patton thanked the Board and the administration for the support given to the student's initiatives and issues, especially the bus initiative. He said he has spent much time working over the last 18 months on this initiative and is very appreciative of the support. He feels that it shows growth in the relationship between the University and the City of Terre Haute.

Mr. Patton expressed his appreciation to those whose positions will be changing. He said it was a pleasure to work with Dr. Lamb and felt it was a learning experience.

He congratulated Grant Scharton for his service to the University and for his leadership in Student Government. He also expressed appreciation to Grant saying he was extremely helpful on the Board as the liaison to the students.

Mr. Patton said Richard Bonds has been a mentor and inspiration to African-American students and hopes he will stay in touch with students. The University needs to keep in touch with great people like Trustee Bonds.

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

Campus Construction

President Benjamin expressed his appreciation to Vice President Floyd, Kevin Runion and the facilities management staff for yesterday's seminar on campus construction projects.

These projects create a heavy workload for our facilities management leadership team as they liaison with the architects and contractors to keep these projects on pace.

Thanks to everyone involved in making these tremendous improvements to our campus a reality. The leadership provided by this team continues to transform our campus and their efforts over the years have created a park-like beauty that is envied by many sister institutions.

University Budget

Dr. Benjamin also expressed appreciation to Vice President Floyd and University Budget Officer Diann McKee for their work on two major financial issues.

The first is the preparation of the University's budgets which are on the agenda for approval today. This is no small task and one that must be accomplished in a constrained period of time. As the University Budget Officer, Diann does an outstanding job of ensuring that all of the complicated details are completed in an accurate manner. At the same time, Diann and Gregg have worked on putting our bond issue together. I am exceedingly pleased to report that the University received very favorable bond ratings for this issue – an a2 rating from Moody's and an a+ rating from Fitch.

The ratings reports note that Indiana State's management has improved the University's operating performance over the past several fiscal years despite declines in State support. Last fall's 4 percent increase in incoming freshmen was also noted as the beginning of a rebound in the University's market position and contributed to the favorable bond ratings.

The ability to achieve a favorable bond rating measurably impacted the University's ability to advance its physical plant in the ways demonstrated at yesterday's seminar. Many throughout the University have contributed to this effort.

### Introductions

Today, you will be formally approving the appointments of several significant hires. Two of these individuals are with us this morning and I would like for you to meet them.

Vice President Floyd introduced Wil Downs as the Assistant Vice President for Human Resources. Wil has been on campus for three weeks now. He brings a strong background and considerable experience to the position.

Mr. Downs said he is excited to be associated again with the University. He is an ISU graduate and very pleased to be getting back to his alma mater and to be in a position to work and participate in its success.

Provost Maynard introduced Chris Pfaff as Director of the Center for Business Support and Economic Innovation. As the University's official liaison for business support services and economic development, Chris will work with faculty and staff from all areas of the University to assist new business ventures with the preparation of business plans and business start-up activities.

Mr. Pfaff expressed his appreciation for the opportunity to join the ISU team, and is looking forward to working with everyone.

President Benjamin said he feels we have seen new cooperation among the City, Rose-Hulman, ISU and external people. He feels this will be good not just for ISU but for Terre Haute and West Central Indiana.

### Good News Items

#### NSF Grant

In other good news, the National Science Foundation has awarded Indiana State University a \$566,511 grant along with a \$266,348 award to Ivy Tech of the



Wabash Valley for a project designed to help fight the State's brain drain. Called automation TEK, the project will develop training methods for automation technicians in high demand by industry.

Professor Gerry Cockrell is the Director of the project which is expected to support approximately 2,000 students per year. Faculty from ISU's College of Technology and Ivy Tech-Wabash Valley will work with the ISU's Center for Instruction, Research and Technology in developing new learning tools for Automation TEK. Ken Janz, Director of the Center serves as Co-director of the project.

Indiana State's ability to attract external funding through grants and contracts continues to grow, and we especially appreciate the efforts of our faculty in garnering external support and in leading projects such as this which will directly impact our State's economy.

#### Paul Ambrose Scholars

We have just found out this week that two Indiana State University students are among 40 individuals across the country to be selected as Paul Ambrose Scholars, a joint initiative of the Association for Prevention Teaching Research and the Office of Disease Prevention and Health Promotion.

Jacqueline Lessard, a school nurse in her hometown of Fitchburg, Massachusetts, who is earning her master's degree in nursing via distance education received this honor to develop a school-based health eating program to combat the growing problem of obesity. Her program entitled "Reach for the Stars" will be implemented in a city-wide launch in Fitchburg this fall.

We learned just this week, that Jacqueline will be joined by Shelly Luger, a graduate nursing student from Bloomfield, Nebraska, who has also been selected for the program. She will train senior level baccalaureate nursing to assess the health literacy of individuals in a vulnerable rural population and implement a plan to increase their knowledge. Her project will take place at a soup kitchen in a small Midwestern community. Luger is also completing her studies via distance education, a testament to the evolution of our nursing curriculum to reach out to new markets utilizing technology.

Congratulations to Jacqueline and Shelly and to the nursing faculty who mentored them.

Sodexo Grant

Wabash Valley feeding centers are benefiting from a \$20,000 grant received by the ISU dining services from the Sodexo Foundation. The grant will provide food to Catholic Charities, who will then dispense it to its 18 feeding centers, located in 3 counties, to help meet the increased need over the summertime months.

The grant is just one way dining service employees are fighting hunger in our community. Roughly one third of the group's 200 employees donate to Sodexo Foundation through payroll deduction. ISU students assist by contributing \$1,500 to the Foundation through specially-marked items sold in residence halls

More than 22,000 pounds of surplus food from ISU's dining facilities was picked up by Catholic Charities in 2006 to help with local feeding programs.

On behalf of the University, I want to thank Sue Sluyter, Ray Veit and all dining service employees for their stewardship and reaching out to those in our community.

Trustee Recognition

I would like to commend Trustee Bonds and Scharon for their dedicated work on our Board of Trustees. Richard has ably served his alma mater since 1998. I was pleased to recognize him at last night's dinner for the advice and counsel he has provided to my Presidency by awarding him the William Albert Jones Medal. Thank you, Richard for the leadership you have provided. I hope that you will continue to recruit students for us and serve as an advocate for Indiana State University. We appreciate all of your efforts.

Grant has served as our Student Trustee for the past two years and has represented our students exceedingly well. Grant, we wish you all the best in your future endeavors, and we look forward to watching what we anticipate will be many successes.

Closing Remarks

President Benjamin made the following statement:

"My wife and I have greatly enjoyed our past seven years serving at Indiana State University. However, we both have unfulfilled personal and professional ambitions and dreams that cannot be pursued at the national and international levels, or in our personal lives, while serving as President.

Therefore, Wieke and I have made the decision to initiate the process of transitioning to a new stage in our professional lives. I have informed the Trustees of my decision to transfer out of the President's position at the conclusion of my current contract, June 30, 2008. This schedule also allows the Board adequate time to look for a successor."

Mr. Alley said that President Benjamin shared his decision with the Trustees yesterday afternoon in Executive Session. We were surprised by this as we were not expecting him to make that decision. Trustees respect the fact that there are many other things they want to pursue outside of the University and will do what we can to support them. We thank you for the notice you gave us that you do not want to renew your contract.

The achievements during President Benjamin's leadership have been tremendous. He has developed the University's strategic plan, the Path to Pre-Eminence and has been effective in implementing it. I do not think you can overstate the dramatic changes he has guided us and set us on the path where we are headed. We appreciate the leadership he has given us.

H. RECOGNITION OF SERVICE – RICHARD T. BONDS (Mr. Alley)

Recommendation: Approval of the following Resolution in recognition of service to the Board of Trustees by Richard T. Bonds.

WHEREAS, Richard T. Bonds has given many years of distinguished service as a member of the Indiana State University Board of Trustees, 1998-2007; and

WHEREAS, Richard T. Bonds has exhibited exemplary leadership, enthusiasm and interest in University activities during his tenure of service as Assistant Secretary of the Board, 2000-2001 and 2001-2002 and Secretary of the Board from 2002-2007, and has contributed to the advancement of the University; and

WHEREAS, his many contributions have been of especial value in the development and enhancement of the University during his term as a Trustee; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Indiana State University President and Board of Trustees expresses grateful recognition, high commendation, and sincere best wishes to Richard T. Bonds, for his many years of service to the Board and to the University.

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

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

I. RECOGNITION OF SERVICE – GRANT D. SCHARTON

Recommendation: Approval of the following Resolution in recognition of service to the Board of Trustees by Grant D. Scharton.

WHEREAS, Grant D. Scharton has given distinguished service as a member of the Indiana State University Board of Trustees, 2005-2007; and

WHEREAS, Grant D. Scharton has exhibited exemplary leadership, enthusiasm and interest in University activities during the past two years as a Student Trustee, and has contributed to the advancement of the University; and

WHEREAS, his contributions to the quality and character of the University earned him the respect and admiration of fellow students of the academic community; and

WHEREAS, as a Trustee he has provided valuable advice to his Trustee colleagues and has given generously of his energy, loyalty, and talents to Indiana State University;

NOW, THEREFORE, BE IT RESOLVED, that the Indiana State University President and Board of Trustees expresses grateful recognition, high commendation, and sincere best wishes to Grant D. Scharton, for his service to the Board and to the University.

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

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

J. OPERATING BUDGETS, 2007-08 (Mr. Floyd)

Recommendation: Approval of the following operating budgets for the 2007-08 fiscal year.

Current Operating Budget	Exhibit A
Student Services Budget	Exhibit B
Auxiliary and Other Budgets	Exhibit C
Line Items Budgets	Exhibit D

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

K. CRIMINAL BACKGROUND CHECKS FOR NEW EMPLOYEES (Mr. Floyd):

At present, the University performs a number of background checks as part of a pre-employment process for verification of listed credentials. With the exception of a few departments within the University, which must complete a criminal background check process to comply with legal or departmental needs, general employment procedures do not include verification of prior criminal history. Though our employment application does require the applicant to divulge prior criminal history, verification of this response is not presently performed as a standard hiring procedure. Criminal background verification is becoming standard hiring practice, and increasingly is expected to fulfill certain business contracts and to help provide a safe environment for students, visitors, and employees.

Effective July 1, 2007, it is proposed that criminal background checks be performed on all new staff, and student employees working in financial areas or areas with access to sensitive electronic information. Specific procedures regarding criminal background checks for faculty are being developed jointly with academic administration and Faculty Senate representatives. The policy and procedure will be presented to the University Faculty Senate for action in the fall and it is anticipated that a policy governing faculty hiring can be in place for the spring 2008 hiring process.

When practical, the criminal background check will be performed before an offer of employment is made. In cases where the hiring department needs immediate employment, a conditional offer of employment will be made pending satisfactory results on the background check. It is expected that results of such checks will be available within five (5) working days.

If a criminal history check reveals convictions which the applicant disclosed on the application for employment, a panel of individuals will evaluate each conviction(s), including any additional information the individual provides, before the offer of employment is either confirmed or withdrawn. Relevant considerations will include, but are not limited to, the nature and number of the convictions, their dates, and the relationship that a conviction has to the duties and

responsibilities of the position. Any decision to accept or reject an individual with a conviction is solely at the discretion of Indiana State University. (All related information will be treated as confidential, and protected as such.)

If unreported convictions are revealed in the criminal history check, the offer of employment will be withdrawn and, if employed, the individual will be separated from employment, unless the individual can show that the report is in error. The decision to reject or terminate an individual with an unreported conviction is solely at the discretion of Indiana State University.

Recommendation: Approval for criminal background checks to be performed on new non-faculty employees effective July 1, 2007, with faculty process and procedures to be developed and submitted to the Board following action by the Faculty Senate.

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

L. DEPARTMENT NAME CHANGE – AVIATION TECHNOLOGY (Dr. Maynard)

The College of Technology proposes changing the name of the Department of Aerospace Technology to the Department of Aviation Technology. There is no “space” component to the degree program and the current title is misleading and has more of an engineering connotation. This change accurately reflects the dominant name of the majority of similar degree programs in the U.S. The new name would describe the mission more appropriately and also assist with recruitment.

Recommendation: Approval of the department name change from the Department of Aerospace Technology to the Department of Aviation Technology effective October 1, 2007.

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

M. DEPARTMENT NAME CHANGE – DEPARTMENT OF CRIMINOLOGY AND CRIMINAL JUSTICE (Dr. Maynard)

The College of Arts and Sciences proposes changing the name of the Department of Criminology to the Department of Criminology and Criminal Justice. The designation “Criminology” alone is not an adequate or accurate description of the department. Almost all of ISU’s peer institutions include “Criminal Justice” in their department or program name. The Department of Criminology and Criminal

Justice would more accurately reflect the interdisciplinary nature of the department and the broad range of intellectual interests of the faculty. "Criminology" is more related to social sciences and theory and "criminal justice" is more related to systems studies and evaluations, justice administration and practitioners. The department wishes to have the departmental name to reflect the fact that they are engaged in academic pursuits that include matters traditionally called "criminology" and matters traditionally called "criminal justice."

Recommendation: Approval of the name change from the Department of Criminology to the Department of Criminology and Criminal Justice effective October 1, 2007.

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

N. HANDBOOK CHANGES (Dr. Maynard)

The two items are minor changes to the University Handbook. Item one is new language which addresses the role and responsibility of deans. Currently no language in the Handbook references the dean. The second item is a modification of the role of department chairperson. The change clarifies the chairperson has the responsibility for scheduling classes.

I. New Handbook Language

Add a new section titled "Academic Dean." (This section would appear in I-6, immediately after the section on Provost and Vice President for Academic Affairs).

The Dean of each academic college/school including the library is the senior academic administrator of the unit and is responsible and has authority for (1) the general administration, organization, and development of all academic programs; (2) related instructional services to include the scheduling of classes; (3) research/scholarship/creative activities; and (4) external relations and development. The Dean works within the organizational and governance structure of the unit to fulfill the mission of the unit in accordance with University policies recognizing the role of primary and advisory authority of the faculty.

Finally, the Dean, as chief fiscal officer of the unit, ensures that all resources of the unit are allocated in alignment with the needs and priorities of the unit and University.

## II. Revised Handbook Language

Page III-17, Academic Department Chairpersons – Duties and Responsibilities  
Current Language:

The Chairperson, acting on the advice of his/her faculty, has responsibility and authority for scheduling classes, arranging teaching hours, and meeting student needs in graduate and undergraduate programs in accordance with the policies and procedures of the University and the standards of the department. He/she serves as mediator in faculty-student disputes.

New Language

The Chairperson, acting on the advice of his/her faculty, has responsibility for scheduling classes, arranging teaching hours, and meeting student needs in graduate and undergraduate programs in accordance with the policies and procedures of the University and the standards of the department. The Chairperson serves as mediator in faculty-student disputes.

Recommendation: Approval of the Handbook changes as indicated above.

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

O. PROPOSED FEE INCREASE (Dr. Maynard)

A fee increase is needed to cover the increasing costs of providing pre-school instruction and materials to students at Franklin Elementary School. The monthly fee for the morning class is being increased from \$80 per month to \$90 per month. The monthly fee for the afternoon class is being increased from \$100 per month to \$110 per month. The fee for materials is being increased from \$35 per semester to \$40 per semester.

Recommendation: Approval to increase the Franklin pre-school fees, effective July 1, 2007.

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

P. IKON LEASE (Dr. Ramey)

The July 1, 2002 Indiana State University lease with IKON Office Solutions, Inc. expires on June 30, 2007. The lease allows for a renewal period by mutual agreement of the parties involved and requires a new lease. A committee met and



unanimously agreed to recommend another 4 year lease agreement be implemented for the period July 1, 2007 through June 30, 2011. The committee also saw a presentation by IKON on departmental copiers and recommended that this service continue.

Recommendation: Approval of the proposed lease agreement as presented in Exhibit E and for departmental copier service for the period from July 1, 2007 through June 30, 2011.

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

Q. RECREATIONAL SPORTS FEE CHANGES (Dr. Ramey)

Facilities Rental Charges – Recreational Sports

Students, faculty and University staff members are normally not charged for space reservations in Recreational Sports. A revised fee schedule for outside parties appears in Attachment A. Most fees for full-day use have not changed from the previous schedule, but partial-day rates are now offered.

Recreational Sports Community Membership Fees

In order to accommodate increases in operating expenses, the Department of Recreational Sports wishes to raise membership fees for non-University-affiliated individual users. It has been more than five years since these fees were last increased. It is proposed that monthly memberships be increased from \$35 to \$42; semi-annual memberships will increase from \$145 to \$175; and annual memberships will increase from \$240 to \$288. Such fees entitle members to free use of fitness facilities during regular operating hours and participation in the intramural sports program.

Recreational Instruction Charges

Presently, students, faculty and University staff members do not pay for group recreational/fitness instruction (called "Get Fit"). To assure adequate staffing and support of these non-credit programs, nominal charges are proposed for faculty and staff members, as well as slightly higher charges for community members who hold annual memberships in the Recreational Sports Program. The proposed fee schedule is as follows:

	<u>Semester</u>	<u>Summer</u>	<u>Annual</u>
University Faculty/Staff	\$40	\$20	\$ 80
Community Annual Members	\$50	\$20	\$100

Recommendation: Approval of the proposed fee changes as described above and in Attachment A.

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

R. AMENDMENT OF TRUSTEE BY-LAWS (Ms. Sacopulos)

The business of the University can be adequately addressed by the Trustees meeting six times per year in addition to the July organizational meeting. Upon conferral with Indiana State University Board of Trustees President Mike Alley, the recommendation below is put forth.

Recommendation: Amend the Bylaws of the Board of Trustees to provide for an organizational meeting and six regular meetings. Further, amend the ISU Handbook to insert the Trustee Bylaws at the beginning of the body of the Handbook, and remove the same as an appendix.

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

S. DELEGATION OF AUTHORITY TO SET TICKET PRICES (Ms. Sacopulos)

Indiana State University sells tickets to many different events taking place on its campus during any given year. These include for the most part athletic events, theatre events, and student events. There is currently no delegation of decision-making authority related to setting ticket prices, which serves to disadvantage the University to operate as flexibly as it otherwise could.

Recommendation: Approval to delegate to the President of the University, or his delegate(s), authority to fix prices for tickets for all events taking place on the campus of Indiana State University. The President shall report to the Board of Trustees, from time to time, prices charged for such tickets.

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

T. IN MEMORIAM (Ms. Sacopulos)

Resolutions for the following individuals are presented in Exhibit F.

Sylvia Armstrong; Food Service Supervisor, Burford Hall (retired), died on April 19, 2007.

Elizabeth Brooks; Night Janitor, Physical Plant (retired), died on April 8, 2007.

AnnaBelle Hammond, Custodial Worker, Lincoln Quad (retired), died on May 9, 2007.

James Lane, Professor Emeritus of Business, died on May 18, 2007.

Lucinda Roberts, Supervisor Emerita of Computer/Graphic Design, Media Technologies and Resources, died on May 22, 2007.

Martha Pearman Sharp, Professor Emerita of Music, died on May 11, 2007.

S. Kathleen White, Director of the Corrections Education Program; died on March 23, 2007.

Frances Williams, Associate Professor Emerita of English and Girls' Counselor in the Laboratory School, died on May 17, 2007.

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

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

**INDIANA STATE UNIVERSITY  
2007-08 Budgets**

The Current Operating, Student Services, Auxiliary and Other Operating Units, and Line-Item summary budgets for 2007-08 are included in the following agenda exhibits. The key planning points related to each budget are described below:

**CURRENT OPERATING BUDGET**

**Revenues**

Revenue projected for the current operating budget in 2007-08 totals \$137,620,000, a four percent increase compared to the 2006-07 budget. The increase in revenue comes primarily from an increase in state operating appropriations and a general student fee increase of 5.9% for both resident and non-resident students, the incremental tuition charge from students assessed the higher fee structure, and a \$100,000 increase in the transfer to the current operating fund from Residential Life for utilities costs. The Board of Trustees approved the 5.9% student fee increase, effective for the fall semester, on May 15, 2007.

The effective increase in the operating appropriation from the 2006-07 level is 1.3% or \$988,289. The University will also receive an additional allocation of \$250,000 to be directed toward nursing programs.

Budgeted tuition for 2007-08 assumes a slight decline of 67 headcount students (0.6%) in overall undergraduate enrollment from the budgeted Fall 2006 enrollment level and no increase in graduate student enrollment. The decline in undergraduate enrollment is caused by smaller class sizes reflected in previous year's enrollment patterns. However, first time freshman are expected to increase by four percent. The net increase in budgeted tuition is \$1,278,745, including any incremental revenues from students being assessed the higher rate structure and the offset from the higher fee replacement appropriation for 2007-08. A \$500,000 enrollment contingency reserve is also included as a part of the revenue budget, a reduction of \$250,000 from the previous year.

The state increased the level of support for 2007-08 for DegreeLink, a separate line item appropriation, by 8.2% to \$541,465. The appropriation and a portion of the related student fee income are accounted for in a separate cost center budget. The University serves as the fiscal agent for the South Central Indiana Education Association and the College Cooperative Southeast. Each program receives a separate line item appropriation. South Central Indiana Education Association received a 40.8% increase for ongoing costs and expanded services for a total appropriation of \$395,266. College Cooperative Southeast received an 8.2 % increase in state funding for the 2007-08 year.

**Expenditures**

- I. Compensation**
- Average Salary Increase
    - Faculty 3.0%

- Promotions, Salary Floor and Degree Adj. \$80,535
- o Executive, Administrative, and Professional Staff 3%
- o Support Staff 3%

The 3% salary adjustment will be awarded to all employees in active pay status with a satisfactory performance record. The 2007-08 budget includes no increase for health insurance, as compared to a 7% increase in 2006-07. The University has experienced lower than expected medical claims during the 2006 calendar year thereby negating the need for an increase in health insurance rates at this time. Health care claims continue to be monitored on a monthly basis for trends that may signal a future need for an increase in health insurance premiums. The overall fringe benefits budget, other than health insurance, increased by 2.0% over the 2006-07 budgeted level.

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

Adjustments to the supplies and expense budgets include both an inflationary increase of 2.5% to supply and expense, repair and maintenance, and capital equipment lines as well as various realignments within departments. Student wage lines were increased by 3% to partially offset the impact of the increase in the minimum wage. Funding of \$100,000 is also included for the Honors College. In addition, University-wide utility budgets were increased by 3.5% (\$307,109) to provide for projected growth in utility expenses. The purchase of long-term hedge contracts for natural gas has enabled the University to maintain some control over this aspect of the utility budget. As mentioned previously, Residential Life is contributing an additional \$100,000 with the remaining \$207,109 being funded by budgeted revenues.

## **III. Student Aid**

The recommended student aid budget for 2007-08 totals \$9,998,311 (or 7.3% of the total current operating budget). The student aid budget consists of three components. The major portion (\$9,278,311) will be awarded as direct aid to students through a series of programs, such as Presidential Scholarships, Sycamore Scholarships, institutional fee remissions, and graduate fee remissions. The second portion (\$200,000) of the budget accounts for matching funds required for participation in federal student aid programs (FSEOG, Perkins Loan Program, and Upward Bound). The third portion (\$520,000) is set aside for need based aid.

An additional component of Student Aid is the laptop scholarship program for incoming freshman and transfer students with a minimum of a 3.0 G.P.A. Base funding of \$750,000 is being provided in a separate student aid allocation.

## **STUDENT SERVICES BUDGET**

The Student Service budget allocates a portion of student tuition to operating units within the Designated and Auxiliary fund groups that support student activities and programs. The overall increase in the total Student Service budget for 2007-08 is \$1,903,983. This increase is a result of the overall increase in student tuition revenue (\$517,330) and the implementation of the Student Recreation Center Fee (\$1,386,653). It is primarily being used to offset the targeted

3% salary increase for those units supported by the Student Services budget and the debt service for the Student Recreation Center. The need for maintenance and repairs continues to be a significant priority for facilities funded (e.g., Hulman Center) through the Student Service budget.

### **AUXILIARY AND OTHER OPERATIONS**

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

### **DEGREELINK**

As stated earlier, the state increased the level of line-item appropriation support for the 2007-08 year from that appropriated for 2006-07. The total appropriation for 2007-08 is \$541,465. In addition, fee income of \$395,973 from the 2006-07 fiscal year is included in the 2007-08 budget, the same amount as the previous year.

### **LINE-ITEM APPROPRIATIONS**

Other line-item appropriations received by the University include: South Central Indiana Education Association and the College Cooperative Southeast. As mentioned earlier, the state Appropriation for the South Central Indiana Educational Association and College Cooperative Southeast increased for 2007-08 from the 2006-07 level. The University serves as the fiscal agent for each of these programs and is allowed overhead charges for the cost of administration.

INDIANA STATE UNIVERSITY  
 KEY FINANCIAL PLANNING COMPONENTS

	<u>Budget 2006-07</u>	<u>Budget 2007-08</u>
<u>APPROXIMATE INCREASES</u>		
STATE OPERATING APPROPRIATION	-2.9%	1.3%
STUDENT ACADEMIC FEES	6.0%	5.9%
TOTAL CURRENT OPERATING BUDGET	-0.5%	4.0%
<u>STUDENT ACADEMIC FEE - PER SEMESTER</u>		
<u>Required Admission Prior to Summer I 2003:</u>		
A. Undergraduate semester Full-Time Resident	\$2,478	\$2,624
Additional Semester Non-Resident Fee	\$3,708	\$3,927
B. Graduate Resident Per Hour Fee	\$215	\$228
Additional Non-Resident Per Hour Fee	\$274	\$290
<u>Required Admission Summer I 2003 or After:</u>		
C. Undergraduate semester Full-Time Resident	\$3,051	\$3,231
Additional Semester Non-Resident Fee	\$3,708	\$3,927
D. Graduate Resident Per Hour Fee	\$278	\$294
Additional Non-Resident Per Hour Fee	\$274	\$290
E. Technology Per Semester Fee	\$57	\$60
F. Student Recreation Center Semester Fee (Fall/Spring)	\$100	\$100
G. Transportation Semester Fee (Fall/Spring)		\$15
<u>BUDGETED ENROLLMENT</u>		
A. On-Campus (Fall Headcount)	7,960	7,893
1. Undergraduate	2,119	2,119
2. Graduate		
B. Off Campus	314	314
Total Budgeted Enrollment	10,393	10,326
<u>STAFF COMPENSATION INCREASE</u>		
A. Faculty Salary	0.0%	3.0%
Promotions, Salary Floor and Degree Adjustments	\$70,200	\$80,535
B. Executive, Administrative, and Professional Staff	0.0%	3.0%
C. Support Staff Salary	0.0%	3.0%
D. Health Insurance	7.0%	0.0%
<u>OTHER SIGNIFICANT BUDGET INCREASES</u>		
A. Financial Aid	\$722,300	\$556,211
B. Laptop Scholarships		\$750,000
C. Utilities	\$1,178,891	\$307,109
D. Honors Program		\$100,000

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

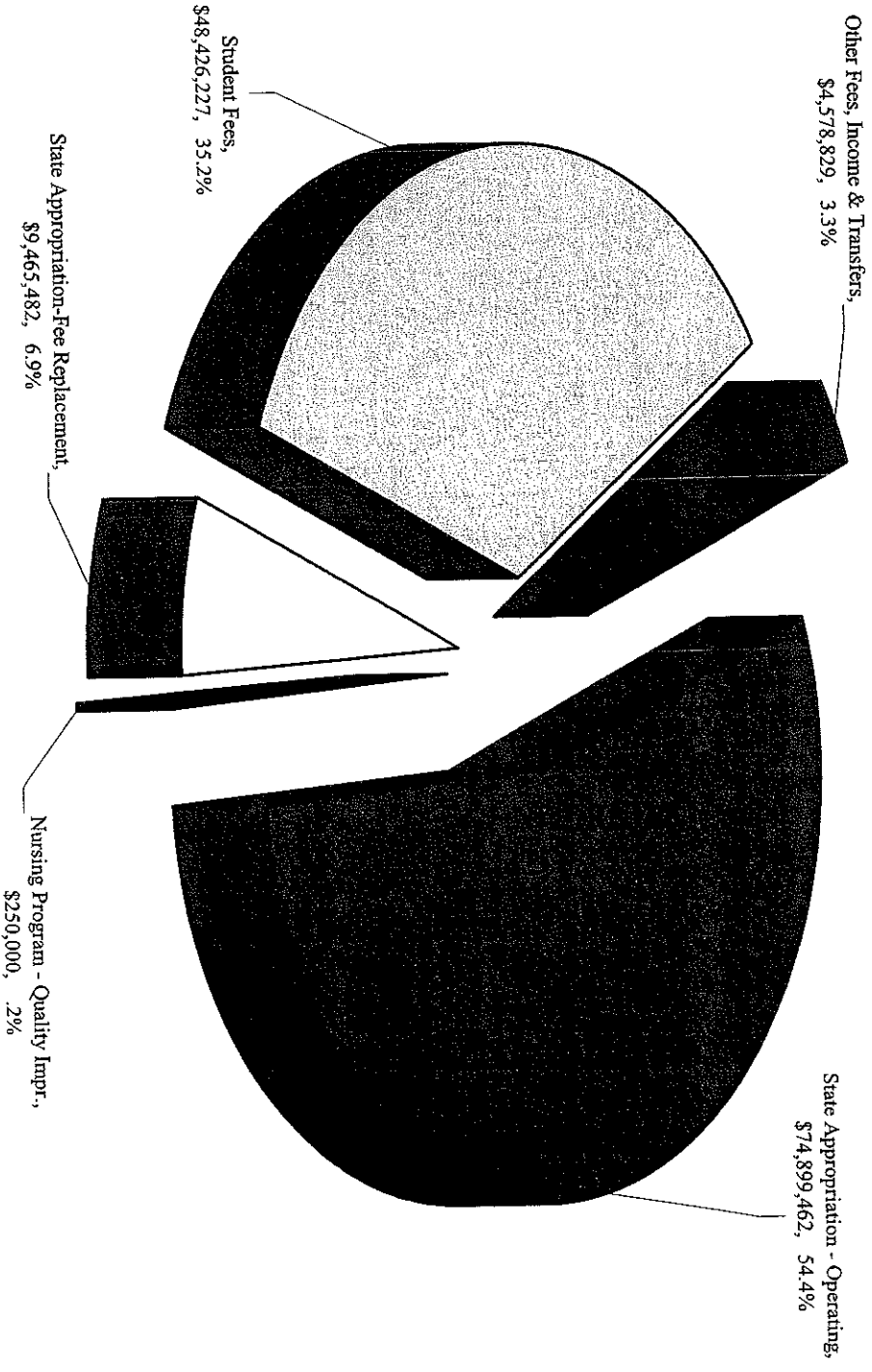
	2006-07 Budget As Approved by Board of Trustees	Change	Recommended 2007-08 Budget
<b>Source of Funds</b>			
Operating Appropriation	\$73,911,173	\$988,289	\$74,899,462
Nursing Program - Quality Impr.		250,000	250,000
Fee Replacement	<u>7,081,016</u>	<u>2,384,466</u>	<u>9,465,482</u>
Sub-Total State Appropriation	80,992,189	3,622,755	84,614,944
Student Fees *	47,647,482	1,278,745	48,926,227
Enrollment Contingency Reserve	<u>(750,000)</u>	<u>250,000</u>	<u>(500,000)</u>
Sub-Total Net Student Fees	46,897,482	1,528,745	48,426,227
Other Fees, Income & Transfers	<u>4,447,329</u>	<u>131,500</u>	<u>4,578,829</u>
Total Source of Funds	<u>\$132,337,000</u>	<u>\$5,283,000</u>	<u>\$137,620,000</u>
<b>Use of Funds</b>			
<b>Compensation</b>			
Salaries and Wages	\$67,180,729	\$1,953,019	\$69,133,748
Fringe Benefits	<u>27,457,627</u>	<u>282,000</u>	<u>27,739,627</u>
Sub Total Compensation	94,638,356	2,235,019	96,873,375
<b>Departmental Expenses</b>			
Supplies and Related Expenses	12,061,776	1,019,048	13,080,824
Nursing Program		250,000	250,000
Repairs and Maintenance	1,926,051	(165,202)	1,760,849
Other Committed Expenses	451,874	11,297	463,171
Technology Enhancements	<u>828,062</u>	<u>20,702</u>	<u>848,764</u>
Sub Total Departmental Expenses	<u>15,267,763</u>	<u>1,135,845</u>	<u>16,403,608</u>
Utilities and Related Expenses	8,756,711	307,109	9,063,820
<b>Equipment and Other Capital</b>			
Library Acquisitions	2,037,761		2,037,761
Computer and Operating			
Equipment	<u>1,878,463</u>	<u>46,962</u>	<u>1,925,425</u>
Sub Total Equipment	<u>3,916,224</u>	<u>46,962</u>	<u>3,963,186</u>
Student Aid	9,427,300	556,211	9,983,511
Laptop Scholarship Program	0	750,000	750,000
Reserve for Quality Enhancement	<u>330,646</u>	<u>251,854</u>	<u>582,500</u>
Total Use of Funds	<u>\$132,337,000</u>	<u>\$5,283,000</u>	<u>\$137,620,000</u>
Growth in Budget	-0.5%		4.0%

**Footnotes:**

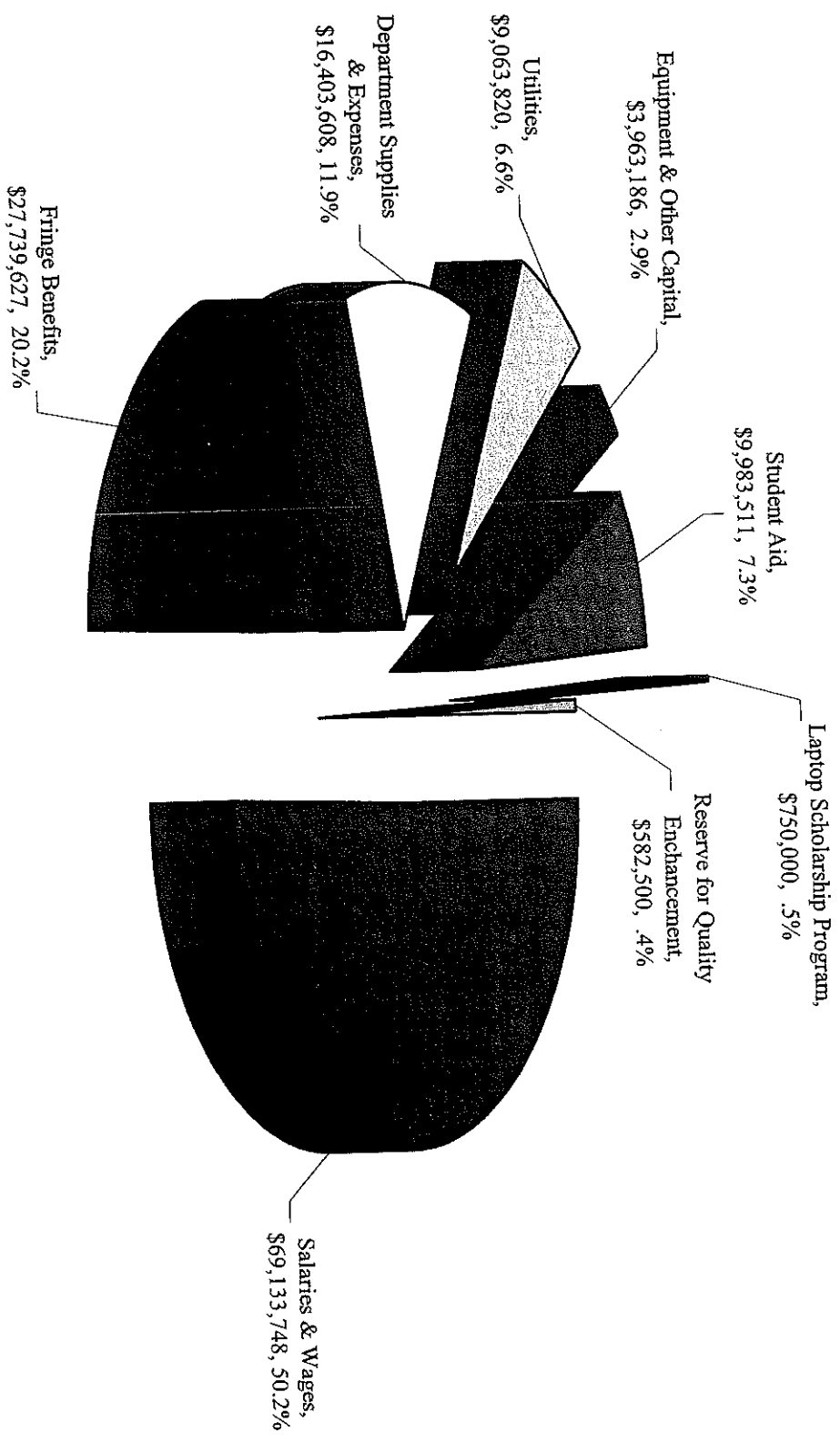
\* This figure is inclusive of a 5.9% increase in student fees, incoming students requiring admission Summer I 2003 or after assessed a incremental tuition rate, and the offset of the increase in fee replacement appropriations



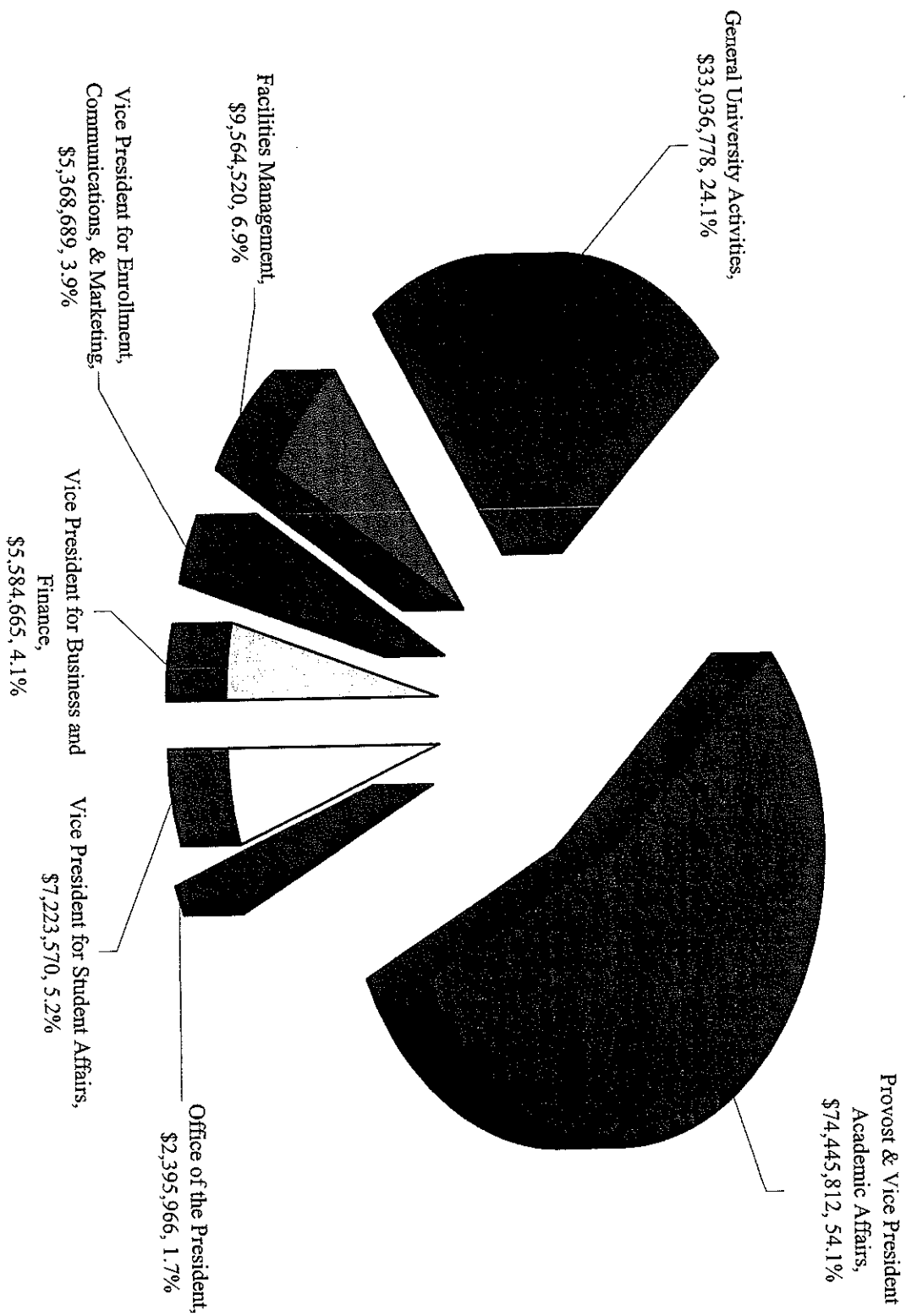
### Indiana State University Current Operating Fiscal Year 2007-08 Budgeted Revenues By Source - Current Operating



### Indiana State University Current Operating Fiscal Year 2007-08 Budgeted Expenditures By Major Object - Current Operating



## Indiana State University Current Operating Fiscal Year 2007-08 Budgeted Expenditures By Unit - Current Operating



INDIANA STATE UNIVERSITY  
 CURRENT OPERATING BUDGETED EXPENDITURES - BY UNIT

	2007-08 Budget	% of Budget		2007-08 Budget	% of Budget
<b>Provost and Vice President Academic Affairs</b>					
Salary and Wages	\$48,851,624		Office of the President	\$1,429,800	
Fringe Benefits	14,111,416		Salary and Wages	550,810	
Student Wages	1,440,953		Fringe Benefits	25,057	
Supplies and Expenses	7,135,910		Student Wages	347,283	
Repair and Maintenance	159,795		Supplies and Expenses	10,391	
Capital	2,746,114		Repair and Maintenance	32,625	
Total	<u>\$74,445,812</u>	54.1%	Capital	<u>\$2,395,966</u>	1.7%
			Total Summary		
<b>Vice President for Student Affairs</b>					
Salary and Wages	\$4,845,942		Vice President for Enrollment, Communications, & Marketing	\$2,661,195	
Fringe Benefits	1,492,344		Salary and Wages	945,484	
Student Wages	203,447		Fringe Benefits	199,662	
Supplies and Expenses	578,193		Student Wages	1,513,048	
Repair and Maintenance	46,597		Supplies and Expenses	9,300	
Capital	57,047		Repair and Maintenance	40,000	
Total	<u>\$7,223,570</u>	5.2%	Capital	<u>\$5,368,689</u>	3.9%
			Total		
<b>Vice President for Business and Finance</b>					
Salary and Wages	\$3,498,219		Facilities Management	\$5,328,120	
Fringe Benefits	1,068,418		Salary and Wages	1,885,394	
Student Wages	141,353		Fringe Benefits	113,737	
Supplies and Expenses	483,563		Student Wages	737,227	
Repair and Maintenance	34,362		Supplies and Expenses	1,500,042	
Capital	358,750		Repair and Maintenance		
Total	<u>\$5,584,665</u>	4.1%	Capital	<u>\$9,564,520</u>	6.9%

	2007-08 Budget	% of Budget
<b>General University Activities</b>		
Salary and Wages	\$378,655	
Fringe Benefits	126,878	
Student Wages	15,980	
Repair and Maintenance	362	
Retirement Fringe Benefits and Contributions	7,558,883	
Supplies and Expenses	2,535,604	
Technology Enhancements	848,764	
Capital	728,650	
Other Committed Expenses	463,171	
Utilities and Related Expenses	9,063,820	
Student Aid Program	10,213,511	
Need-Based Student Aid	520,000	
Reserve for Quality Enhancement	582,500	
<b>Total</b>	<u>\$33,036,778</u>	24.1%

General University Activities includes the Office of Alumni Affairs and the Permanent Art Collection, reporting to the Indiana State University Foundation.

**INDIANA STATE UNIVERSITY  
 Student Services Budget**

	2006-07 Budget As Approved By Board of Trustees	Change	Recommended 2007-08 Budget
<b>Source of Funds</b>			
Student Service Fee Allocation	\$8,483,557	\$500,530	\$8,984,087
Student Recreation Center Fee		1,386,653	1,386,653
Student Service Fee Waivers	280,000	16,800	296,800
<b>Total Source of Funds</b>	<b><u>\$8,763,557</u></b>	<b><u>\$1,903,983</u></b>	<b><u>\$10,667,540</u></b>
<b>Use of Funds</b>			
<b>Direct Allocations</b>			
Student Government	\$60,000	\$3,000	\$63,000
Graduate Student Association	0	3,000	3,000
Afro-American Cultural Center	10,300		10,300
Sparkettes	19,770		19,770
Cheerleaders	18,150		18,150
Auxiliary Facilities Bond Fund	983,360	1,388,793	2,372,153
Sub Total Direct Allocations	\$1,091,580	\$1,394,793	\$2,486,373
<b>Auxiliary Operations Supplemental Allocations</b>			
Identification Cards	\$30,732		\$30,732
Hulman Memorial Student Union	1,122,863	\$54,896	1,177,759
Intercollegiate Athletics	4,364,992	397,134	4,762,126
Statesman Newspaper	58,000	4,000	62,000
IQ Magazine	50,000	(4,000)	46,000
Hulman Center	614,824	37,000	651,824
Sub Total Supplemental Allocations	\$6,241,411	\$489,030	\$6,730,441
<b>Transfers, Reserves and Other</b>			
Facilities Project/Equipment Reserve	\$1,025,301	(\$2,140)	\$1,023,161
Allocation for Class Activities	3,365		3,365
ID Equipment Maintenance	10,000		10,000
Bond Trustee Fees	1,900		1,900
Allowance for Doubtful Accounts	110,000	5,500	115,500
Student Service Fee Waivers	280,000	16,800	296,800
Sub Total of All Allocations	<b><u>\$8,763,557</u></b>	<b><u>\$1,903,983</u></b>	<b><u>\$10,667,540</u></b>
<b>Non-Budget and Contingent Items</b>			
<b>Total Use of Funds</b>	<b><u>\$8,763,557</u></b>	<b><u>\$1,903,983</u></b>	<b><u>\$10,667,540</u></b>

**STUDENT SERVICES DIRECT ALLOCATIONS**

	2006-07 Budget As Approved By Board of Trustees	Change	Recommended 2007-08 Budget
<b>Student Government</b>			
Compensation	\$36,374	\$330	\$36,704
Supplies and Expense	20,626	2,370	22,996
Repairs and Maintenance	0	300	300
Capital	3,000		3,000
Total	<u>\$60,000</u>	<u>\$3,000</u>	<u>\$63,000</u>
<b>Graduate Student Association</b>			
Compensation	\$0		\$0
Supplies and Expense	0	\$3,000	3,000
Repairs and Maintenance	0		0
Total	<u>\$0</u>	<u>\$3,000</u>	<u>\$3,000</u>
<b>Afro-American Cultural Center</b>			
Compensation	\$0		\$0
Supplies and Expense	10,300		10,300
Repairs and Maintenance	0		0
Total	<u>\$10,300</u>	<u>\$0</u>	<u>\$10,300</u>
<b>Sparkettes</b>			
Compensation	\$6,609		\$6,609
Supplies and Expense	13,161		13,161
Repairs and Maintenance	0		0
Total	<u>\$19,770</u>	<u>\$0</u>	<u>\$19,770</u>
<b>Cheerleaders</b>			
Compensation	\$7,987		\$7,987
Supplies and Expense	10,010		10,010
Repairs and Maintenance	153		153
Total	<u>\$18,150</u>	<u>\$0</u>	<u>\$18,150</u>
<b>Auxiliary Facilities Bond Fund</b>			
Student Service Fee Allocation	\$983,360	\$2,140	\$985,500
Student Recreation Center Fee	0	1,386,653	1,386,653
Total Source of Funds	<u>\$983,360</u>	<u>\$1,388,793</u>	<u>\$2,372,153</u>
<b>Debt Service</b>			
Physical Education Building	\$238,020	(\$520)	\$237,500
Hulman Memorial Student Union	745,340	2,660	748,000
Student Recreation Center	0	1,386,653	1,386,653
Total Debt Service	<u>\$983,360</u>	<u>\$1,388,793</u>	<u>\$2,372,153</u>

**INDIANA STATE UNIVERSITY  
 AUXILIARY AND OTHER OPERATIONS**

	2006-07 Budget As Approved by Board of Trustees	Change	Recommended 2007-08 Budget
<b>SUMMARY TOTALS</b>			
<b>SUMMARY INCOME</b>	<u>\$33,762,609</u>	<u>\$1,113,066</u>	<u>\$34,875,675</u>
<b>SUMMARY EXPENDITURES</b>			
Compensation	\$13,094,460	\$285,686	\$13,380,146
Supplies and Expense	16,563,910	152,566	16,716,476
Debt Service	1,636,000	210,001	1,846,001
Repairs and Maintenance	1,721,613	(54,015)	1,667,598
Capital	<u>739,400</u>	<u>513,700</u>	<u>1,253,100</u>
Total	<u>\$33,755,383</u>	<u>\$1,107,938</u>	<u>\$34,863,321</u>

**Hulman Center**

<b>Income</b>			
Student Service Fee Allocation	\$614,824	\$37,000	\$651,824
Rental and Other Income	<u>670,723</u>	<u>15,777</u>	<u>686,500</u>
Total	\$1,285,547	\$52,777	\$1,338,324

<b>Expenditures</b>			
Compensation	\$1,023,319	\$51,161	\$1,074,480
Supplies and Expense	214,478	(10,234)	204,244
Repairs and Maintenance	17,750	2,850	20,600
Capital	<u>30,000</u>	<u>9,000</u>	<u>39,000</u>
Total	\$1,285,547	\$52,777	\$1,338,324

**Residential Life**

Rental and Other Income	\$19,531,927	\$1,359,570	\$20,891,497
<b>Expenditures</b>			
Compensation	\$6,706,999	\$274,422	\$6,981,421
Supplies and Expense	9,948,649	417,911	10,366,560
Debt Service	1,636,000	210,001	1,846,001
Repairs and Maintenance	606,143	18,500	624,643
Capital	<u>629,400</u>	<u>433,200</u>	<u>1,062,600</u>
Total	\$19,527,191	\$1,354,034	\$20,881,225



	2006-07 Budget As Approved by Board of Trustees	Change	Recommended 2007-08 Budget
<b>Hulman Memorial Student Union</b>			
Income			
Student Service Fee Allocation	\$1,122,862	\$54,896	\$1,177,758
Machine Sales and Vending	46,850		46,850
Room Rental	13,500	(4,000)	9,500
Miscellaneous Income	128,466	2,000	130,466
Parking Fees	90,450		90,450
Total	<u>\$1,402,128</u>	<u>\$52,896</u>	<u>\$1,455,024</u>
Expenditures			
Compensation	\$1,205,364	\$52,896	\$1,258,260
Supplies and Expense	131,928		131,928
Repairs and Maintenance	44,836		44,836
Capital	20,000		20,000
Total	<u>\$1,402,128</u>	<u>\$52,896</u>	<u>\$1,455,024</u>
<b>Athletics</b>			
Income			
Student Service Fee Allocation	\$4,364,992	\$397,134	\$4,762,126
Contributions - Sycamore			
Varsity Club	400,000	(100,000)	300,000
Contributions - Scholarship	135,000		135,000
Admission Sales	546,000	(21,000)	525,000
Commissions and Other Income	710,000	(225,000)	485,000
Guarantees	475,000	(276,000)	199,000
Transfer In	0	400,000	400,000
Total	<u>\$6,630,992</u>	<u>\$175,134</u>	<u>\$6,806,126</u>
Expenditures			
Compensation	\$1,995,744	\$98,932	\$2,094,676 <sup>A</sup>
Supplies and Expense	4,574,550	89,891	4,664,441
Repairs and Maintenance	60,698	(14,193)	46,505
Capital	0	500	500
Total	<u>\$6,630,992</u>	<u>\$175,130</u>	<u>\$6,806,122</u>
<sup>A</sup> Does not include the one-half of coaches salary and benefits (\$918,307 ) contained within the Student Affairs budget.			
<b>Division of Printing</b>			
Printing Income	\$495,500	(\$495,500)	\$0
Expenditures			
Compensation	\$308,754	(\$308,754)	\$0
Supplies and Expense	174,560	(174,560)	0
Repairs and Maintenance	10,000	(10,000)	0
Capital	2,000	(2,000)	0
Total	<u>\$495,314</u>	<u>(\$495,314)</u>	<u>\$0</u>

Division of Printing operations were discontinued in October of 2006.

	2006-07 Budget As Approved by Board of Trustees	Change	Recommended 2007-08 Budget
<b>Telecommunications</b>			
Income			
Local Service Charges	\$1,580,000		\$1,580,000
Long Distance Charges	120,724	(\$3,724)	117,000
Miscellaneous Reimbursement	73,500	26,600	100,100
Other	74,200	(44,800)	29,400
Transfer In	445,000		445,000
Total	<u>\$2,293,424</u>	<u>(\$21,924)</u>	<u>\$2,271,500</u>
Expenditures			
Compensation	\$696,672	\$14,678	\$711,350
Supplies and Expense	763,052	(48,802)	714,250
Repairs and Maintenance	812,700	8,200	820,900
Capital	21,000	4,000	25,000
Total	<u>\$2,293,424</u>	<u>(\$21,924)</u>	<u>\$2,271,500</u>
<b>Library Automation</b>			
Income			
State Appropriations	\$420,961	\$0	\$420,961
Expenditures			
Compensation	\$228,678	\$5,094	\$233,772
Supplies and Expense	19,422	3,878	23,300
Repairs and Maintenance	147,861	(58,972)	88,889
Capital	25,000	50,000	75,000
Total	<u>\$420,961</u>	<u>\$0</u>	<u>\$420,961</u>
<b>Early Childhood Education Center</b>			
Income			
Child Care Fees	\$455,300	(\$15,460)	\$439,840
Other Income	37,971	(5,610)	32,361
Transfer In	116,322		116,322
Total	<u>\$609,593</u>	<u>(\$21,070)</u>	<u>\$588,523</u>
Expenditures			
Compensation	\$537,192	(\$28,050)	\$509,142
Supplies and Expense	68,401	6,980	75,381
Repairs and Maintenance	1,000		1,000
Capital	3,000		3,000
Total	<u>\$609,593</u>	<u>(\$21,070)</u>	<u>\$588,523</u>

	2006-07 Budget As Approved by Board of Trustees	Change	Recommended 2007-08 Budget
<b>Le Club Program</b>			
Income			
Membership Fees and Other Contributions	\$138,500	\$22,749	\$161,249
Expenditures			
Compensation	\$63,034	\$4,136	\$67,170
Supplies and Expense	56,050	14,412	70,462
Repairs and Maintenance	9,400	(400)	9,000
Capital	9,000	4,000	13,000
Total	<u>\$137,484</u>	<u>\$22,148</u>	<u>\$159,632</u>
<b>Computer Store</b>			
Income			
Merchandise Sales	\$475,000	(\$161,700)	\$313,300
Other Income	27,000	29,200	56,200
Transfer In	0	24,000	24,000
Total	<u>\$502,000</u>	<u>(\$108,500)</u>	<u>\$393,500</u>
Expenditures			
Compensation	\$57,080	\$43,670	\$100,750
Supplies and Expense	443,500	(152,211)	291,289
Repairs and Maintenance	1,000		1,000
Capital	0		0
Total	<u>\$501,580</u>	<u>(\$108,541)</u>	<u>\$393,039</u>
<b>Athletic Training Services</b>			
Income			
	\$0	\$98,174	\$98,174
Expenditures			
Compensation	\$0	\$74,774	\$74,774
Supplies and Expense	0	8,400	8,400
Capital	0	15,000	15,000
Total	<u>\$0</u>	<u>\$98,174</u>	<u>\$98,174</u>
<b>Other Auxiliary and Other Operations</b>			
Income			
Advertising Sales	\$226,300	(\$800)	\$225,500
Student Service Fee Allocation	138,732		138,732
Other Income	87,005	(440)	86,565
Total	<u>\$452,037</u>	<u>(\$1,240)</u>	<u>\$450,797</u>
Expenditures			
Compensation	\$271,624	\$2,727	\$274,351
Supplies and Expense	169,320	(3,099)	166,221
Repairs and Maintenance	10,225		10,225
Capital	0		0
Total	<u>\$451,169</u>	<u>(\$372)</u>	<u>\$450,797</u>

Includes: ID Card System, IQ Magazine, Statesman Newspaper.

**INDIANA STATE UNIVERSITY  
 DegreeLink Budget**

	<u>2006-07 Budget As Approved by Board of Trustees</u>	<u>Change</u>	<u>Recommended 2007-08 Budget</u>
<b>Source of Funds</b>			
Operating Appropriation	\$500,375	\$41,090	\$541,465
Student Fees	395,973		395,973
Total Source of Funds	<u>\$896,348</u>	<u>\$41,090</u>	<u>\$937,438</u>
<b>Use of Funds</b>			
Compensation			
Salaries and Wages	\$512,872	\$6,705	\$519,577
Fringe Benefits	159,337	7,023	166,360
Student Wages	59,739	11,533	71,272
Supplies and Related Expenses	159,400	15,829	175,229
Equipment	5,000		5,000
Total Use of Funds	<u>\$896,348</u>	<u>\$41,090</u>	<u>\$937,438</u>

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

	<u>2006-07 Budget</u> <u>As Approved by</u> <u>Board of Trustees</u>	<u>Change</u>	<u>Recommended</u> <u>2007-08</u> <u>Budget</u>
<b>Source of Funds</b>			
Operating Appropriation	\$280,710	\$114,556	\$395,266
Total Source of Funds	<u>\$280,710</u>	<u>\$114,556</u>	<u>\$395,266</u>
<b>Use of Funds</b>			
Compensation			
Salaries and Wages	\$190,722	\$5,722	\$196,444
Fringe Benefits	32,054	962	33,016
Marketing	12,116	7,500	19,616
Supplies and Related Expenses	16,367	88,916	105,283
Equipment	<u>1,380</u>		<u>1,380</u>
Sub-Total Operating Expenses	\$252,639	\$103,100	\$355,739
Overhead	28,071	11,456	39,527
Total Use of Funds	<u>\$280,710</u>	<u>\$114,556</u>	<u>\$395,266</u>

**INDIANA STATE UNIVERSITY**  
**College Cooperative Southeast Budget**

	<u>2006-07 Budget As Approved by Board of Trustees</u>	<u>Change</u>	<u>Recommended 2007-08 Budget</u>
<b>Source of Funds</b>			
Operating Appropriation	\$642,468	\$52,758	\$695,226
Total Source of Funds	<u>\$642,468</u>	<u>\$52,758</u>	<u>\$695,226</u>
<b>Use of Funds</b>			
Compensation			
Salaries and Wages	\$318,557	\$26,086	\$344,643
Fringe Benefits	99,569	18,000	117,569
Marketing	10,257	(6,257)	4,000
Supplies and Related Expenses	155,706	7,500	163,206
Equipment	<u>0</u>	<u>7,429</u>	<u>7,429</u>
Sub-Total Operating Expenses	\$584,089	\$52,758	\$636,847
Overhead	58,379		58,379
Total Use of Funds	<u>\$642,468</u>	<u>\$52,758</u>	<u>\$695,226</u>

**LEASE  
BETWEEN  
INDIANA STATE UNIVERSITY BOARD OF TRUSTEES  
AND  
IKON OFFICE SOLUTIONS, INC.**

THIS LEASE (hereinafter "Lease") is made and entered into as of the 1st day of July, 2007, by and between the INDIANA STATE UNIVERSITY BOARD OF TRUSTEES, a body politic existing under the laws of the State of Indiana (hereinafter called "Landlord"), and IKON Office Solutions, Inc., an Ohio Corporation having its headquarters at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355 (hereinafter called "Tenant").

ARTICLE I

THE DEMISE

SECTION 1.01. SUBLEASE 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 sublease, demise and sublet to Tenant, and Tenant does hereby sublease 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 990 square feet in the Building as designated on the plan attached as Exhibit A-2.

(c) Initial Term: Subject to Service Agreement four (4) years from Rental Commencement Date.

(d) Extended Term: As set forth in Section 3.03.

(e) Commencement Date: The date of execution except that Rental shall begin as described in Article V.

(f) Expiration Date: Subject to Service Agreement the fourth (4th) anniversary of the Rental Commencement Date.

(g) Intentionally Waived.

(h) Services Contract. The Management Services Agreement entered into by and between the parties, and attached hereto as Exhibit B.

(i) Tenant's Customary Business: The operation of a Retail Copy Center and coordination of Campus Copying, and all logical extensions thereof, as specified in the Management Services Agreement (the "Services Contract") between Landlord and Tenant entered into contemporaneously with this Lease.

(j) Tenant's Proportionate Share: The Leased Premises constitute 2.4% of the total rentable square footage of the Building which is 990 Sq. Ft.. for purposes of assessing Operating Cost pursuant to Section 5.03 and for purposes of assessing Impositions pursuant to Section 5.05.

### ARTICLE III

#### TERM

SECTION 3.01. TERM. This Lease is being executed contemporaneously with the Services Contract. Notwithstanding anything herein to the contrary, it is understood and agreed that in the event that the Services Contract expires or is terminated for any reason whatsoever, then this Lease shall also terminate immediately and without any action by the parties as of the same date, and shall thereafter be of no further force and effect. Thereafter, Tenant shall have no further rent payment obligations of any kind hereunder.

Subject to and upon the terms and conditions set forth herein, or in any exhibit or addendum hereto, this Lease shall continue in force for the Initial Term stated beginning on the Commencement Date and ending on the Expiration Date. 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 be for the same period 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.

SECTION 3.02. PREPARATION. Tenant shall be required to furnish certificates showing that the insurance required by the same terms, covenants and conditions of this Lease are in full force and effect during such period of Tenant's preparation of the Leased Premises. Landlord warrants that any work required to be performed by Landlord has been completed.

SECTION 3.03. EXTENDED TERM. After the Initial Term, the term of this Lease may, at Tenant's option, be extended on an annual basis, subject to provisions of the Services Agreement (such periods shall be hereinafter collectively called the "Extended Terms" and individually called an "Extended Term"), provided that:



(a) Tenant gives Landlord written notice at least ninety (90) days prior to the expiration of the Initial Term or the initial Extended Term, if exercised, that Tenant elects its option to extend this Lease;

(b) There exists no Event of Default (as hereinafter defined) at the expiration of the Initial Term or the initial Extended Term, if exercised; and

(c) This Lease shall not have been terminated during the Initial Term, or the initial Extended Term, if exercised.

The Initial Term and the Extended Terms, if the option for which is exercised, shall collectively be referred to as the "Term".

#### 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. Provided the Services Contract shall remain in effect and Landlord is not in default thereunder or hereunder, Tenant shall not at any time leave the Leased Premises vacant or otherwise discontinue or conduct 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 set forth in the Services Contract. Tenant shall operate its business in an efficient, first-class and reputable manner, 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 set forth in the Services Contract, 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 or other event of force majeure.

SECTION 4.02. EXCLUSIVE USE. As long as there shall be no Event of Default by Tenant under this Lease, beyond any cure period and Tenant shall be operating the Leased Premises for Tenant's Customary Business, Tenant shall have the exclusive right to provide copying and related services in the Building, and no other premises within the Building or complex shall provide such services.

SECTION 4.03. CARE OF THE LEASED PREMISES. Tenant shall not occupy or use, or permit to be occupied or used 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 material 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 material way increase the cost of fire and casualty insurance coverage on said Building and/or its contents. Tenant shall not place any objects in any part of the Leased Premises to be occupied or used, for any business or purpose which is unlawful, disreputable or deemed to be extra-hazardous on account of fire or other casualty, or permit anything to be done which would in any material 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 material way increase the cost of fire and casualty insurance coverage on said Building and/or its contents.

SECTION 4.04. LAWS AND REGULATIONS; RULES OF BUILDING. Tenant shall comply with the matters set forth in Section 13.01 and with all applicable 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 Tenant's use or occupancy of the Leased Premises. Tenant shall comply and shall cause its employees, subtenants, invitees and customers to comply with the Rules of the Building adopted by Landlord from time to time (and Landlord hereby confirms that such Rules shall be non-discriminatory and apply equally to all Tenants, (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 thirty (30) days after written notice thereof from Landlord is received by Tenant shall constitute a default by Tenant under this Lease, unless more than thirty (30) days are required to correct the violation and Tenant diligently pursues to correct the violation. 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 4.05. NUISANCE. Tenant shall conduct its business and supervise its agents, employees, subtenants, invitees and customers in such manner as is reasonably designed to not 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.

SECTION 4.06. CARE. Tenant shall take good care of the Leased Premises and keep the same free from waste at all times, except that which arises in connection with the conduct of the business of the Tenant in the ordinary course. Tenant shall keep the Leased Premises including the inside and outside of all glass in doors and windows of the Leased Premises, and if allocated for the exclusive use of Tenant, all exterior surfaces of the Leased Premises and any sidewalks, corridors, aisles, passageways, service ways, and loading areas adjacent to the Leased Premises (if allocated for the exclusive use of Tenant) reasonably 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 5.03. 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 4.07. ADDITIONAL COVENANTS. Tenant further covenants and agrees that it will not place or maintain any 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.

## 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, 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 immediately following the execution of this Lease, or when Tenant occupies premises and is open for business, whichever is later.

Tenant hereby agrees to pay the Rental in monthly installments on the first day of each calendar month but no later than the fifth day of the month during the Term to Landlord at Indiana State University Office of Administrative Affairs, 210 North 7th Street, Terre Haute, Indiana 47809, Attn: Office of the Controller, 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, except as otherwise provided herein. 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 tenth (10th) day after the receipt of written notice of Landlord shall bear interest from the due date at the Default Rate until paid.

SECTION 5.02. BASIC RENT. Subject to Service Agreement, Tenant hereby agrees to pay a basic rent during the first 12 months of the lease (hereinafter called "Basic Rent" or "Annual Basic Rent") from the Rental Commencement Date in an amount equal to Sixteen Thousand Eight Hundred Thirty Three Dollars (\$16,833.00) or One Thousand Four Hundred Two Dollars Seventy Five Cents (\$1,402.75) a month. Rent during the extended term will be negotiated annually, subject to the terms of the Service Agreement.

SECTION 5.03. OPERATING COST. In addition to the Basic 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, worker's compensation insurance premiums and other related expenses of all on-site 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, 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 five percent (5%) of Operating Expenses.

Tenant's share of the Operating Costs shall not, during the initial term of this lease, exceed Eight Dollars (\$8.00) per square foot (cost at Commencement Date), unless the parties agree thereto by written, executed amendment to this Lease.

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 5.04. 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, not to exceed eight (8) months, 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 forty five (45) 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 operating cost 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 5.05. 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, excess profits taxes, franchise taxes or similar taxes on Landlord's business. 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. Assessments are further prorated for the useful life of the improvement in relation to the remaining term on the Lease.

SECTION 5.06. 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.

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). The cost of such facilities and the installation and maintenance of the metering systems therefor shall be the responsibility of the Tenant. 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 reasonable determination using a check meter 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 in respect of the portion of such services utilized by Tenant. 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, 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.

Tenant shall provide all air distribution equipment and diffusers, registers, grills, etc. required to heat and cool the Leased Premises independent of the Common Area and at termination of this Lease, return such items to the same condition as originally received, ordinary wear and tear excepted.

SECTION 6.02. LANDLORD'S REPAIRS. Landlord shall, subject to the provisions of Article V hereof, keep the foundation, exterior Building walls (excluding door frames, window frames, doors, windows, storefronts and glass), the roof, floor, latent defects, 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, invitees, customers or contractors unless covered by insurance against such hazards, however caused.

SECTION 6.03. TENANT'S REPAIRS. All repairs 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, gates, windows and glass, door and window frames, electrical, plumbing, heating, ventilating and air-conditioning systems or facilities or other mechanical installations therein or serving only the Leased Premises (whether installed by Landlord or Tenant), in good order, condition and repair (ordinary wear and tear excepted); 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, reasonable attorneys and other reasonable professional fees, and any other cost which Landlord might reasonably incur. Gross negligence or willful misconduct of Landlord, its employees, agents, invitees or contractors or any act, or omission by Landlord under the terms of the lease excepted. In addition, Tenant shall repair any damage or injury done to the Building, or any part thereof, outside of the Leased Premises to the extent caused by the negligence or willful misconduct of Tenant or its agents, employees, subtenants, invitees, customers or contractors. All repairs shall be undertaken by (I) contractors chosen by Tenant and reasonably approved by Landlord (which approval shall not be unreasonably withheld or delayed), If Landlord, pursuant to Tenant's request, makes any such repair, Tenant shall reimburse Landlord for all costs associated with such repair within forty five (45) days after receipt of Landlord's invoice. Unless Tenant requests Landlord to do the work, if Tenant fails to have such repairs made promptly after notice, Landlord may, at its option, make

such repairs and Tenant shall repay the reasonable costs thereof to Landlord upon forty five (45) days receipt of invoice. In the event Tenant requests Landlord to do the work then Tenant shall repay the reasonable costs thereof to Landlord upon forty five (45) days receipt of invoice. If Tenant does not pay as demanded, the amount shall be treated as an advance under Section 11.03. Replacements to be amortized over the useful life of the replacement in relation to the remaining term on the Lease.

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 of the Leased Premises) in or to the Leased Premises (including, without limitation, any alterations of the front or signs, structural alterations, or any cutting or into any part of the Leased Premises or any securing of any apparatus, or equipment of any kind to any part of the Leased Premises) unless Tenant shall have caused plans and specifications therefor 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, which approval shall not be unreasonably withheld or delayed. 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 a good and workmanlike manner during regular business hours of the Building 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 I.C. 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 reasonable approval, which approval shall not be unreasonably withheld or delayed. 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 twenty (20) days prior to the date fixed as the expiration of this Lease, elects to have them removed immediately at Tenant's expense. Initial alterations excepted, for future alterations Landlord will advise Tenant of removal at the time of consent. 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 forty five (45) days after receipt of Landlord's invoice. If Tenant fails to reimburse Landlord for the cost of such removal within forty five (45) days after Landlord's request therefore, then Tenant shall repay the reasonable 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.

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 through any action of Tenant, Tenant shall, within twenty (20) days after notice thereof, 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 ten percent (110%) of the amount of such lien.



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 that would be reasonably deemed likely to materially interfere with pedestrian traffic or seating pursuant to Section 6.07 below.

SECTION 6.07. 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; (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 Common Area 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

Intentionally Waived.

#### ARTICLE VIII

#### ASSIGNMENT AND SUBLETTING

SECTION 8.01. ASSIGNMENT AND SUBLETTING. Tenant covenants and agrees not to assign, mortgage, and 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 consent shall not be unreasonably withheld or delayed. 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. 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. 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 a consent to the assignment of this Lease or subletting of the Leased Premises. Landlord consent is not required for an assignment or subletting to a parent, affiliate or subsidiary of Tenant.

## 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, invitees or customers for any damage to the property of Tenant or its agents, employees, subtenants, invitees or customers, except to the extent caused by negligence of Landlord, Landlord's agents, contractors, employees, invitees or licensees or by any breach, act or omission by Landlord under the terms of the Lease. 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 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. The above waiver does not apply in cases of workers compensation and commercial general liability.

#### SECTION 9.02. PUBLIC LIABILITY INSURANCE FOR LEASED PREMISES.

Tenant agrees to procure and maintain during the Term commercial general liability insurance issued by a company licensed to do business in the state of Indiana (which may be written to include the Leased Premises in conjunction with other premises owned or operated by Tenant) insuring Tenant and include Landlord and any Mortgagees of Landlord as additional insureds as their interests apply against any and all losses, claims, demands or actions or injury to or death of any one or more persons, except to the extent damage or injury is caused by the negligence of Landlord, its employees, invitees, agents, or contractors, in any one occurrence to the limit of not less than One Million Dollars (\$1,000,000) and for damage to property in the amount of not less than One Million Dollars (\$1,000,000) arising from Tenant's conduct and operation of its business in the Leased Premises with contractual liability, and to furnish to Landlord certificates evidencing the existence thereof, upon request.

Landlord shall provide, at its expense, throughout the term of this Lease, comprehensive general liability insurance covering the Building and the Leased Premises, except to the extent damage or injury is caused by the negligence of Tenant or Tenant's failure to perform its obligations under this Lease. The policy or policies evidencing such insurance may not be canceled or amended without fifteen (15) days prior written notice to Tenant, and shall provide for a combined coverage of bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00). Such policy or policies shall be issued by an insurance company licensed to do business in the state in which the Building is situated. Upon Tenant's request, Landlord shall submit to Tenant suitable evidence that the foregoing policy or policies are in effect.

SECTION 9.03 LANDLORD'S NON-LIABILITY. Landlord shall not be liable to Tenant or any other person in the Leased Premises or in the Building by Tenant's consent, invitation or license, express or implied, for any damage either to person or property sustained by reason of the condition of the Leased Premises or the Building, or any part thereof, or arising from the bursting or leaking of any water, gas, sewer or steam pipes, or due to any act or neglect of a co-tenant or other occupant of the Building or other person therein, or due to any casualty or accident in or about the Building, unless due to the negligence or willful misconduct of Landlord, its employees, agents, invitees, or contractors, or breach, or any act or omission by Landlord under the terms of the Lease.

SECTION 9.04. TENANT'S INDEMNITY. Tenant shall indemnify Landlord and hold Landlord harmless from and against all loss, cost, liability or expense incurred by Landlord in connection with a third party claim arising out of or related to claims of injury to or death of persons or damage to property to the extent caused by and occurring or resulting from the negligence or wrongful acts of Tenant, its agents, contractors, employees, invitees and customers, or the breach or any act or omission by Tenant of its obligations under the terms of the Lease, such indemnity to include, without limitation, the obligation to provide all reasonable costs of defense against any such claims; provided, however, that the foregoing indemnity shall not apply to any claims arising by reason of or resulting from the negligence or wrongful acts of Landlord, Landlord's agents, contractors, employees, invitees or licensees, or the breach or any act or omission by Landlord under the terms of the Lease.

SECTION 9.05. LANDLORD'S INDEMNITY. Landlord shall indemnify Tenant and hold Tenant harmless from and against all loss, cost, liability or expense incurred by Tenant in connection with a third party claim arising out of or related to claims of injury to or death of persons or damage to property to the extent caused by and occurring or resulting from the negligence or wrongful acts of Landlord, its agents, contractors, employees, invitees and customers, or the breach or any act or omission by Landlord of its obligations under the terms of the Lease or any activities of Landlord, its agents, contractors, employees, invitees, customers in or about the Leased Premises or the building, such indemnity to include, without limitation, the obligation to provide all reasonable costs of defense against any such claims; provided, however, that the foregoing indemnity shall not apply to any claims arising by reason of or resulting from the negligence or wrongful acts of Tenant, Tenant's agents, contractors, employees, invitees or licensees, or the breach or any act or omission by Tenant under the terms of the Lease.

SECTION 9.06. Landlord at its sole cost shall maintain property insurance against loss or damage to the Building of which the Premises are a part for perils as set forth under fire insurance with extended coverage and property insurance coverage in an amount equal to the full insurable replacement cost of the Building.

SECTION 9.07. Tenant at its sole cost shall maintain insurance against loss or damage to Tenant's personal property with coverage for perils as set forth under fire insurance with extended coverage and property insurance in an amount equal to the full insurable replacement cost of the Tenant's personal property.

SECTION 9.08. Landlord and Tenant and their respective insurers each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the

property of such party arising out of fire or other casualty coverable by standard fire insurance with extended coverage, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation.

## 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, 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, repair at its sole cost and expense the damaged portions of such premises to tenable condition for use by Tenant as soon as is reasonably possible not to exceed one-hundred and twenty (120) days. If repair will exceed four (4) months, both parties will work together to continue the Services Contract and maintain a satisfactory work environment. 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, as defined in Exhibit A, 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 and the Service Agreement 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. Any such termination of the Service Agreement shall be deemed to be a termination by Landlord without cause.

## 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 ninety (90) 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 ninety (90) 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 through any action of Tenant and the same is not released or otherwise provided for by the posting of a bond in the amount of one hundred ten percent (10%) 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 within ten (10) days after receipt of written notice from Landlord of its past due status; or

(h) The failure of Tenant to perform in any material respect any other of its material covenants under this lease within thirty (30) days after written notice or demand therefor is served upon Tenant by Landlord, unless within such thirty (30) 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.

SECTION 11.02. REMEDIES OF LANDLORD. Upon the occurrence of an Event of Default by Tenant, 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 to remove all persons and property there from;

(c) Remove all personal property from the Leased Premises and store personal property at Tenant's expense; 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 re-let the Leased Premises or some portion thereof during the balance of the term of this Lease, the proceeds of such re-letting, after deduction of all reasonable costs in connection with repossession and re-letting 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 reasonable attorneys' fees.

SECTION 11.03. EVENTS OF DEFAULT BY LANDLORD. The happening of any one or more of the following events shall be deemed to be an "Event of Default" by Landlord::

- (a) The making by Landlord 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 Landlord's interest therein as the property of Landlord and the same not being released or discharged within ninety (90) days thereafter;
- (c) Institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Landlord, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Landlord, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within ninety (90) days after the institution of said proceedings;
- (d) The voluntary filing of any proceeding for liquidation, dissolution or adjudication of Landlord as a bankrupt;
- (e) The failure of Landlord to perform in any material respect any other of its material covenants under this lease within thirty (30) days after written notice or demand therefor is served upon Landlord by Tenant, unless within such thirty (30) day period Landlord shall have commenced action reasonably designed to eliminate such failure of performance and diligently, expeditiously and continuously pursues such action to a successful conclusion.

SECTION 11.04. REMEDIES OF TENANT. Upon the occurrence of an Event of Default by Landlord, Tenant may:

- (a) Terminate this Lease and/or the Services Contract (for cause) and all of Tenant's obligations thereunder; or
- (b) Exercise any other right or remedy available to Tenant at law or in equity in addition to or as an alternative to any of the other rights and remedies of Tenant herein specified upon the occasion of any such Event of Default.

## ARTICLE XII

### EMINENT DOMAIN

SECTION 12.01. EFFECTS OF TAKING. Subject to the effectiveness of the Services Contract, and to all of the obligations of Landlord thereunder, if substantially all of the Building

should be taken under exercise of the power of eminent domain, Landlord may elect to terminate this Lease or to continue the same in effect. If Landlord elects to continue the Lease, the Annual Basic Rent and Additional 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 Landlord, notice of such termination shall be given to Tenant 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. Service Agreement to be terminated at effective date.

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 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 reasonably 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. ATTORNMENT. Except as may be provided in the Services Contract, 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 any 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. This Section shall not, in any event, be deemed to permit Landlord to assign or convey any of its rights or obligations under the Services Contract.

SECTION 13.03. 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 therefor is set forth in this Lease.

#### ARTICLE XIV

##### TENANT'S CERTIFICATES

SECTION 14.01. TENANT'S AGREEMENT TO EXECUTE. Tenant agrees that, from time to time, within twenty (20) business 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 warranting (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, identifying the modifications and warranting 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; (d) that, to its knowledge, 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; and (e) such other matters as Landlord or any such other party may reasonably request. Any such certificate shall be executed and delivered by Tenant within twenty (20) business days after request therefor 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 prior written 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 and solely for the limited purposes of confirming compliance with the terms of this Lease.

SECTION 15.02. REPAIRS. Landlord reserves the right to enter the Leased Premises as may be necessary from time to time, upon 24 hours prior written 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 reasonably 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; provided, however, that such work does not materially interfere with Tenant's use and occupancy including ingress/egress of the Leased Premises. Landlord reserves the right to erect scaffolding, ladders and other materials in, on or about the Building; provided, however, that such work does not materially interfere with Tenant's use and occupancy including ingress/egress of the Leased Premises. 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 access to, and use of 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 prior written advance notice to Tenant for the purpose of exhibiting the Leased Premises to prospective purchasers or prospective or existing mortgagees and, during the last 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 prior written advance notice to Tenant (except in the event of an 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 re-measured and Annual Basic Rent and Additional Rent shall be adjusted accordingly. If, however, such pipes, conduits, wires and/or ductwork are for the benefit of the Leased Premises, no re-measurement shall be made and Annual Basic Rent and Additional 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. Subject to applicable law, Landlord reserves the right, upon reasonable notice to Tenant, to discontinue furnishing any utility service or other service furnished by Landlord at any time in the Event of Default by Tenant 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 repairs, alterations or improvements which are in the reasonable judgment of Landlord necessary, 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. Landlord shall notify Tenant of such matters as far in advance as circumstances reasonably allow. The exercise of such right by Landlord 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. However, if service is discontinued for longer than one (1) months, both parties will work together to continue the Services Contract and maintain a satisfactory work environment.

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 when exercised in the manner required by this Lease shall not 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 damage resulting from casualty 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 five percent (105%) 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.

SECTION 16.03 EARLY TERMINATION. Subject to the provisions of the Services Contract, Tenant shall have the right and option to elect to terminate this Lease ("Early Termination") if the Services Contract is discontinued or terminated for any reason. Following Early Termination, the rights and obligations of the parties shall be the same as if the Lease had expired on the Termination Date.

## ARTICLE XVII

### NOTICES

SECTION 17.01. NOTICES. Any notice or other document required or permitted to be delivered hereunder shall be in writing and deemed to be delivered when received via certified mail or by any national overnight courier (return receipt requested) at the respective addresses set out below or at such other address as the parties have theretofore specified by written notice delivered in accordance herewith:

If to the Landlord: Indiana State University Board of Trustees  
210 North 7th Street  
Terre Haute, Indiana 47809  
ATTN: Chief Financial Officer and Treasurer

If to Tenant: IKON Office Solutions, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355  
ATTN: Corporate Real Estate

Copy to: IKON Office Solutions, Inc.  
5935 Airport Road, Suite 600  
Mississauga, ON L4V 1W5  
ATTN: Paul Hurley

Any party may change its address for purposes of this Section by giving the other parties thirty (30) days 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 be 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 a 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 or Tenant 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. Except as otherwise provided herein, 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.

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

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 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 18.15. 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, color, sex, age, national origin, handicap 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, color, sex, age, national origin, handicap 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 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 and approval shall not be unreasonably withheld or delayed. 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 this 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 in all material respects with the character and standards of the improvements within the Building, as reasonably determined by Landlord. Landlord reserves the right to require Tenant to correct any material non-conformity.

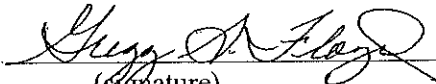
SECTION 18.22. APPROVAL. This Lease is subject to the approval of The Indiana State University Board of Trustees. If such approval is not obtained, Landlord subject to the Service Agreement may terminate this Lease. In the event of such termination, any money paid by Tenant to Landlord shall be refunded and neither party shall have any further liability under this Lease.

SECTION 18.23. LANDLORD'S DEFAULT. The Landlord is in default under the Lease if the Landlord fails to observe or perform any of the covenants, conditions or provisions of this Lease where such failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant; provided, however, that if the nature of Landlord's default is such that it cannot be cured solely by payment of money and that more than thirty (30) days may be reasonably required for such cure, then Landlord shall not be deemed to be in default if Landlord shall commence such cure within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion.

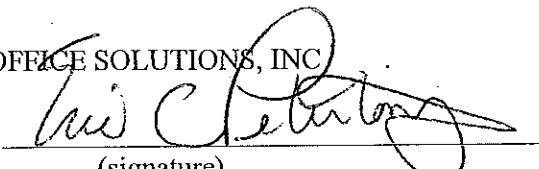
SECTION 18.24. ASBESTOS AND CONTAMINATION. Landlord covenants, warrants and represents, to the best of its knowledge and belief, that the Leased Premises and the Building are free of any friable or non-friable asbestos containing materials. Landlord warrants that the premises, building, project, ground, underground, water and underwater are free from any hazardous materials. Tenant shall not be responsible for any hazardous materials on the Premises prior to the commencement date of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease, as of the day, month and year first written above, which execution shall become valid after approval by the ISU Board of Trustees.

THE INDIANA STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
(signature)

GREGG S. FLOYD VICE PRESIDENT & TREASURER  
(printed name and title)

IKON OFFICE SOLUTIONS, INC  
By:   
(signature)

Eric Peteronjes, Director of Real Estate  
(printed name and title)



SECTION I  
Exhibit F  
June 22, 2007

IN MEMORIAM

Sylvia Armstrong

Elizabeth Brooks

AnnaBelle Hammond

James Lane

Lucinda Roberts

Martha Pearman Sharp

S. Kathleen White

Frances Williams

IN MEMORIAM

Sylvia L. Armstrong

WHEREAS, Sylvia L. Armstrong, Food Supervisor (retired) in Burford Dining, died on the nineteenth day of April two thousand and seven; and

WHEREAS, Sylvia L. Armstrong had given loyal and devoted service to Indiana State University for thirteen 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

Elizabeth W. Brooks

WHEREAS, Elizabeth W. Brooks, Custodial Worker (retired) in the Physical Plant, died on the eighth day of April two thousand and seven; and

WHEREAS, Elizabeth W. Brooks had given loyal and devoted service to Indiana State University for thirteen 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

AnnaBelle Hammond

WHEREAS, AnnaBelle Hammond, Custodial Worker (retired), died on the ninth day of May two thousand and seven; and

WHEREAS, AnnaBelle Hammond had given loyal and devoted service to Indiana State University for thirty 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. James E. Lane

WHEREAS, Dr. James E. Lane, Professor Emeritus of Business of Indiana State University, died on the eighteenth day of May two thousand and seven; and

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

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

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

IN MEMORIAM

Lucinda J. Roberts

WHEREAS, Lucinda J. Roberts, Supervisor of Computer/Graphic Design in Media Technologies & Resources of Indiana State University, died on the twenty second day of May two thousand and seven; and

WHEREAS, Lucinda J. Roberts had given loyal and devoted service to Indiana State University for twenty eight years and had gained the respect of students and colleagues who knew her;

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

WHEREAS, Dr. Martha Pearman Sharp, Professor Emerita of Music of Indiana State University, died on the eleventh day of May two thousand and seven;

WHEREAS, Dr. Martha Pearman Sharp had given loyal and devoted service to Indiana State University for twenty four years and had gained the respect and affection of students and colleagues who knew her as a scholar, teacher and friend;

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

S. Kathleen White

WHEREAS, S. Kathleen White, Director of the Corrections Education Program of Indiana State University, died on the twenty third day of March two thousand and seven; and

WHEREAS, S. Kathleen White had given loyal and devoted service to Indiana State University for ten years and had gained the respect of students and colleagues who knew her;

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

Frances I. Williams

WHEREAS, Frances I. Williams, Professor Emerita of English & Girls' Counselor in the Laboratory School of Indiana State University, died on the seventeenth day of May two thousand and seven;

WHEREAS, Frances I. Williams had given loyal and devoted service to Indiana State University for thirty one years and had gained the respect and affection of students and colleagues who knew her as a scholar, teacher and friend;

THEREFORE, BE IT RESOLVED, that the Indiana State University Board of Trustees by this Resolution expresses to her family deep sympathy and condolence and further expresses gratitude and profound respect for the superior 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.

## SECTION II

June 22, 2007

### A. YEAR-END CLOSINGS (Mr. Floyd)

The State Board of Accounts has advised that the Treasurer of Indiana State University obtain approval from the ISU Board of Trustees to make year-end closing entries. These entries normally consist of making transfers, adjustments, and consolidations necessary to insure the elimination of minor budgetary overdrafts, and the write-off of bad debt. The closing of the financial records is conducted in June and July and is guided by GASB accounting and reporting standards and best business practices.

Recommendation: Authorization of the Treasurer or designee to make all necessary year-end closing entries and distributions.

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

### B. FINANCIAL PERFORMANCE REPORT (Mr. Floyd)

The Financial Performance Report for the periods ending April 2007 and May 2007 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) – Information Only (Purchase Order Activity for the Period April 13, 2007 to June 7, 2007)

#### Purchases over \$25,000.00

#### One Bid Received, Four Bids Solicited

Linton Glass Co. -- P0058718 -- \$28,450.00  
(Installation Mills Hall Front Doors)

#### Sole Source, Compatible With Other Equipment

Medical Education Technologies, Inc. -- P0059348 -- \$30,245.00  
(Mannequin Simulators for College of Nursing)

One Bid Received, Three Bids Solicited

Life Measurement, Inc. -- P0059395 -- \$49,185.00  
(Body Composition Tracking System, LeClub)

Sole Source, Extension of Previous Work

Williams Randall Marketing -- P0059221 -- \$60,800.00  
(Services for "ISU 2007 Admissions Conversion")

One Bid Received, Thirteen Bids Solicited

Earl Rodgers and Associates -- P0059508 -- \$75,800.00  
(Teller Stations in Controller's Office)

One Bid Received, Eleven Bids Solicited

First Team Outdoor Video Display, Inc. -- P0059292 -- \$294,757.00  
(Installation of Scoreboards, Hulman Center)

**Indiana State University**  
**Internal Management Report**  
**Financial Performance Analysis**  
**Current Fund Operation**  
**End of April and May 2007**

INDIANA STATE UNIVERSITY  
CURRENT OPERATING REVENUE SUMMARY  
Comparisons of Budget by Month and YTD  
As of April 2007

	For the Month of April			Year to Date				
	Revenue 4/30/06	Budget 4/30/07	Revenue 4/30/07	Variance	Accumulated Budget through Apr 07	Accumulated YTD Actual through Apr 07	Accumulated Variance	Accumulated Revenue through Apr 06
<u>Revenues</u>								
State of Indiana Operational	\$ 6,340,461	\$ 6,159,264	\$ 6,159,264	\$ -	\$ 61,592,640	\$ 61,592,640	\$ -	\$ 63,404,610
Fee Replacement	\$ -	\$ -	\$ -	\$ -	\$ 6,046,754	\$ 6,046,754	\$ -	\$ 5,542,538
DegreeLink	\$ 41,697	\$ 41,697	\$ 41,697	\$ -	\$ 416,970	\$ 416,970	\$ -	\$ 416,970
Gross Student Fees	\$ (205,242)	\$ (3,500)	\$ (40)	\$ 3,460	\$ 43,904,227	\$ 44,592,598	\$ 688,371	\$ 42,031,027
Enrollment Reserve	\$ -	\$ -	\$ -	\$ -	\$ (750,000)	\$ -	\$ 750,000 *	\$ -
Other Fees and Charges	\$ 19,088	\$ 42,300	\$ 37,699	\$ (4,601)	\$ 919,176	\$ 1,148,809	\$ 229,633	\$ 1,055,662
Sales and Services	\$ 43,550	\$ 83,333	\$ 157,830	\$ 74,497	\$ 748,330	\$ 816,653	\$ 68,323	\$ 733,291
Rent, Interest, Dividends, and Gifts	\$ 154,318	\$ 150,916	\$ 139,587	\$ (11,329)	\$ 1,509,160	\$ 1,521,758	\$ 12,598	\$ 1,527,503
Miscellaneous Income	\$ 124,121	\$ 123,834	\$ 103,594	\$ (20,240)	\$ 1,815,339	\$ 1,835,709	\$ 20,370	\$ 1,809,734
Total Budgeted Revenue	\$ 6,517,993	\$ 6,597,844	\$ 6,639,631	\$ 41,787	\$ 116,202,596	\$ 117,971,891	\$ 1,769,295	\$ 116,521,335
Encumbrances and Carryforward	\$ 7,058,058	\$ 8,333,111	\$ 8,333,111	\$ -	\$ 8,333,111	\$ 8,333,111	\$ -	\$ 7,058,058
Revenue from other accounts	\$ 428,489	\$ 327,899	\$ 327,899	\$ -	\$ 10,074,946	\$ 10,074,946	\$ -	\$ 7,655,028
Total Revenues	\$ 14,004,540	\$ 15,258,854	\$ 15,300,641	\$ 41,787	\$ 134,610,653	\$ 136,379,948	\$ 1,769,295	\$ 131,234,421

\*The \$750,000 Enrollment Reserve is used to cover tuition shortfalls

INDIANA STATE UNIVERSITY  
CURRENT OPERATING EXPENSE SUMMARY  
Comparisons of Budget by Month and YTD  
As of April 2007

	For the Month of April			Year to Date		
	Expense Apr-06 (incl commit)	Budget Apr-07	Expense Apr-07 (incl commit) Variance	Accumulated Budget through Apr 07	Accumulated YTD Actual through Apr 07 (incl commit) Variance	Accumulated YTD Actual through Apr 06 (incl commit)
Salaries and Wages	\$ 6,152,502	\$ 6,270,231	\$ 5,937,780 \$ 332,451	\$ 58,535,768	\$ 58,203,310 \$ 332,458	\$ 59,355,729
Fringe Benefits	\$ 2,217,430	\$ 2,438,766	\$ 2,163,053 \$ 275,713	\$ 21,304,606	\$ 21,028,894 \$ 275,712	\$ 21,265,891
Student Wages	\$ 219,458	\$ 233,722	\$ 257,757 \$ (24,035)	\$ 2,121,147	\$ 2,130,682 \$ (9,535)	\$ 2,080,805
Utilities	\$ 1,001,460	\$ 986,653	\$ 908,756 \$ 77,897	\$ 6,760,771	\$ 6,542,131 \$ 218,640	\$ 6,493,518
Training, Representation, and Travel	\$ 543,875	\$ 639,943	\$ 606,065 \$ 33,878	\$ 1,414,845	\$ 1,454,415 \$ (39,570)	\$ 1,235,306
Student Aid	\$ 12,649	\$ 13,934	\$ 115,757 \$ (101,823)	\$ 9,581,347	\$ 9,609,564 \$ (28,217)	\$ 8,696,979
Bond and Interest	\$ -	\$ 83,668	\$ 42,891 \$ 40,777	\$ 553,820	\$ 513,043 \$ 40,777	\$ -
Supplies and Expense	\$ 1,807,193	\$ 1,956,026	\$ 1,831,592 \$ 124,434	\$ 12,482,177	\$ 12,379,909 \$ 102,268	\$ 11,472,132
Repairs and Maintenance	\$ 600,348	\$ 886,752	\$ 926,981 \$ (40,229)	\$ 2,532,617	\$ 2,736,063 \$ (203,446)	\$ 2,392,449
Capital Equipment	\$ 1,408,276	\$ 811,977	\$ 751,933 \$ 60,044	\$ 4,115,460	\$ 4,061,982 \$ 53,478	\$ 4,491,856
Transfer Capital and Major Repairs	\$ -	\$ -	\$ - \$ -	\$ 3,233,154	\$ - \$ 3,233,154	\$ -
<b>Total Expenditures</b>	<b>\$ 13,963,191</b>	<b>\$ 14,321,672</b>	<b>\$ 13,542,565 \$ 779,107</b>	<b>\$ 122,635,712</b>	<b>\$ 118,659,993 \$ 3,975,719</b>	<b>\$ 117,484,665</b>
<b>Net Performance</b>	<b>\$ 41,349</b>	<b>\$ 937,182</b>	<b>\$ 1,758,076 \$ 820,894</b>	<b>\$ 11,974,941</b>	<b>\$ 17,719,955 \$ 5,745,014</b>	<b>\$ 13,749,756</b>

INDIANA STATE UNIVERSITY  
CURRENT OPERATING REVENUE SUMMARY  
Comparisons of Budget by Month and YTD  
As of May 2007

	For the Month of May			Year to Date			
	Revenue 5/30/06	Budget 5/30/07	Revenue 5/30/07	Variance	Accumulated Budget through May 07	Accumulated YTD Actual through May 07	Accumulated Revenue through May 06
<u>Revenues</u>							
State of Indiana							
Operational	\$ 6,340,461	\$ 6,159,264	\$ 6,159,264	\$ -	\$ 67,751,904	\$ 67,751,904	\$ 69,745,071
Fee Replacement	\$ 1,121,183	\$ 1,034,262	\$ 1,034,262	\$ -	\$ 7,081,016	\$ 7,081,016	\$ 6,663,721
DegreeLink	\$ 41,697	\$ 41,697	\$ 41,697	\$ -	\$ 458,667	\$ 458,667	\$ 458,667
Gross Student Fees	\$ 2,705,253	\$ 2,696,887	\$ 2,918,741	\$ 221,854	\$ 46,601,114	\$ 47,511,339	\$ 44,736,281
Enrollment Reserve	\$ -	\$ -	\$ -	\$ -	\$ (750,000)	\$ -	\$ -
Other Fees and Charges	\$ 268,110	\$ 115,933	\$ 143,216	\$ 27,283	\$ 1,035,109	\$ 1,292,027	\$ 1,246,387
Sales and Services	\$ 47,906	\$ 33,333	\$ 39,719	\$ 6,386	\$ 781,663	\$ 856,372	\$ 781,197
Rent, Interest, Dividends, and Gifts	\$ 145,885	\$ 150,916	\$ 152,667	\$ 1,751	\$ 1,660,076	\$ 1,674,424	\$ 1,673,388
Miscellaneous Income	\$ 133,663	\$ 199,834	\$ 193,791	\$ (6,043)	\$ 2,015,173	\$ 2,029,237	\$ 1,947,614
Total Budgeted Revenue	\$ 10,804,158	\$ 10,432,126	\$ 10,683,357	\$ 251,231	\$ 126,634,722	\$ 128,654,986	\$ 127,252,326
Encumbrances and Carryforward	\$ 7,058,058	\$ 8,333,111	\$ 8,333,111	\$ -	\$ 8,333,111	\$ 8,333,111	\$ 7,058,058
Revenue from other accounts	\$ 881,647	\$ 555,058	\$ 555,058	\$ -	\$ 9,493,110	\$ 9,493,110	\$ 7,422,954
Total Revenues	\$ 18,743,862	\$ 19,320,295	\$ 19,571,526	\$ 251,231	\$ 144,460,943	\$ 146,481,207	\$ 141,733,338

\*The \$750,000 Enrollment Reserve is used to cover tuition shortfalls

INDIANA STATE UNIVERSITY  
CURRENT OPERATING EXPENSE SUMMARY  
Comparisons of Budget by Month and YTD  
As of May 2007

	For the Month of May				Year to Date			
	Expense May-06 (incl commit)	Budget May-07	Expense May-07 (incl commit)	Variance	Accumulated Budget through May 07	Accumulated YTD Actual through May 07 (incl commit)	Accumulated YTD Actual through May 06 (incl commit)	Variance
Salaries and Wages	\$ 6,214,596	\$ 6,249,443	\$ 5,945,404	\$ 304,039	\$ 64,785,211	\$ 64,148,676	\$ 636,535	\$ 65,570,318
Fringe Benefits	\$ 2,596,525	\$ 2,438,856	\$ 2,479,355	\$ (40,499)	\$ 23,743,462	\$ 23,508,245	\$ 235,217	\$ 23,862,417
Student Wages	\$ 188,001	\$ 308,522	\$ 316,217	\$ (7,695)	\$ 2,429,669	\$ 2,446,899	\$ (17,230)	\$ 2,268,804
Utilities	\$ 829,710	\$ 771,197	\$ 774,666	\$ (3,469)	\$ 7,106,399	\$ 6,891,228	\$ 215,171	\$ 6,886,079
Training, Representation, and Travel	\$ 518,986	\$ 604,672	\$ 593,767	\$ 10,905	\$ 1,529,768	\$ 1,558,433	\$ (28,665)	\$ 1,336,603
Student Aid	\$ 319,473	\$ 354,443	\$ 403,568	\$ (49,125)	\$ 9,935,174	\$ 10,012,516	\$ (77,342)	\$ 9,016,324
Bond and Interest	\$ -	\$ -	\$ -	\$ -	\$ 553,820	\$ 513,043	\$ 40,777	\$ 539,251
Supplies and Expense	\$ 3,815,552	\$ 3,135,180	\$ 3,020,343	\$ 114,837	\$ 14,650,636	\$ 14,433,531	\$ 217,105	\$ 13,792,061
Repairs and Maintenance	\$ 573,644	\$ 859,327	\$ 887,190	\$ (27,863)	\$ 2,765,633	\$ 2,996,942	\$ (231,309)	\$ 2,612,107
Capital Equipment	\$ 1,154,040	\$ 1,156,186	\$ 920,354	\$ 235,832	\$ 4,951,352	\$ 4,662,042	\$ 289,310	\$ 4,656,117
Transfer Capital and Major Repairs	\$ -	\$ -	\$ -	\$ -	\$ 3,233,154	\$ -	\$ 3,233,154	\$ -
<b>Total Expenditures</b>	<b>\$ 16,210,527</b>	<b>\$ 15,877,826</b>	<b>\$ 15,340,864</b>	<b>\$ 536,962</b>	<b>\$ 135,684,278</b>	<b>\$ 131,171,555</b>	<b>\$ 4,512,723</b>	<b>\$ 130,540,081</b>
<b>Net Performance</b>	<b>\$ 2,533,335</b>	<b>\$ 3,442,469</b>	<b>\$ 4,230,662</b>	<b>\$ 788,193</b>	<b>\$ 8,776,665</b>	<b>\$ 15,309,652</b>	<b>\$ 6,532,987</b>	<b>\$ 11,193,257</b>



May 2007

Management Discussion and Analysis

Revenues

Student Fees shows a favorable variance of \$221,854 for May 2007 and a year-to-date positive variance of \$910,225. This is a result of a favorable Summer I of \$200,557, a favorable Spring semester of \$474,027, a favorable Fall semester of \$286,227, and an unfavorable Summer II of \$45,103. Fall, Spring, and Summer I semester enrollments were higher than budget.

Other Fees and Charges has a positive variance of \$27,283 for May and an accumulated favorable variance of \$256,918. For the year, Incarcerated Program income is up \$48,170, as well as undergraduate admission fee of \$47,504, deferment fees of \$34,465, and change of course fees of \$28,092. The correspondence fee is below budget by \$16,663.

Sales and Services shows a positive variance of \$6,386 for May and a year-to-date favorable variance of \$74,709. For the year, parking fines, transcripts, royalties, and library charges are above budget by \$48,325, \$23,705, \$15,787, and \$8,572, while miscellaneous reimbursements are below budget by \$23,837.

Rent, Interest, Dividends & Gifts has a favorable variance of \$1,751 for the month and an accumulated positive variance of \$14,348. This is a result of motor pool rental and other rentals being above budget by \$10,413 and \$3,956.

Miscellaneous Income shows a negative variance of \$6,043 for May and a year-to-date favorable variance of \$14,064. This is due to miscellaneous income being above budget by \$33,042, while indirect cost recovery on grants is below budget by \$16,313.

Expenses

Salaries and Wages shows a favorable variance of \$304,039 for May and a positive variance of \$636,535 for April and May. This is a result of savings of temporarily unfilled positions largely in administrative salaries.

Fringe Benefits shows a negative variance of \$40,499 for May and a positive variance of \$235,217 for April and May. The negative variance in May is the result of medical insurance and retired TIAA being over budget. The positive variance for April and May is the result of temporarily unfilled positions.

Student Wages  
 Student Wages has a negative variance of \$7,695 for May and a year-to-date unfavorable variance of \$17,230. Student wages are now above last year's level by \$178,095. Federal work study dollars were more heavily used in the Fall semester resulting from a change in the program allocation. This has changed the expense pattern for the Spring semester as expenditure levels have now exceeded last year.

Utilities  
 Utilities shows a negative variance of \$3,469 for May and an accumulated positive variance of \$215,171. This is a result of savings in electricity and natural gas, while water and sewage expenses are over budget.

Training, Representation, and Travel  
 Training, Representation, and Travel has a positive variance of \$10,905 for May and a year-to-date unfavorable variance of \$28,665. The level of spending is up \$221,824 from last year as the largest portion of this expenditure relates to training and development, and departments are expending carry forward budget from 2006 to fund these activities.

Student Aid  
 Student Institutional Aid has a negative variance of \$49,125 for the month and is \$77,342 above budget through the end of May. Student institutional aid costs are above last year's level by \$996,192. This is a result of higher tuition rates, increase in the staff dependent waiver, and more students eligible for guaranteed scholarships. The Laptop scholarships for Fall 2006 and Spring 2007 are not included in these amounts.

Supplies and Expenses  
 Supplies and Expenses shows a positive variance of \$114,837 for May and a \$217,105 favorable year-to-date variance. Expenditures are above last year's level by \$641,470 as carry forward budget from 2006 is being expended.

Repairs and Maintenance  
 Repairs and Maintenance has a \$27,863 negative variance for May and a year-to-date unfavorable variance of \$231,309. Expenditures are \$384,835 above last year's level. Part of these additional costs are a result of increased maintenance costs on buildings through Facilities Management.

Capital Equipment  
 Capital Equipment shows a favorable variance of \$235,832 for May and a year-to-date positive variance of \$289,310. Expenditures are slightly above last year's level by \$5,925.

The following vendors have accumulated purchases from the University for the time period July 1, 2006 through May 31, 2007 (Fiscal Year) in excess of \$250,000:

**Previously Reported Vendors with Purchases**

**Exceeding \$250,000**

Sycamore Engineering Inc	\$ 287,603	Sycamore Dining Walk-In Freezer
AT&T	\$ 359,139	3rd Year of 5-Yr Telephone Maintenance Contract
Otis Elevator	\$ 374,696	Elevator Upgrades and Maintenance and Repairs on Elevators
Network Solutions Inc	\$ 415,430	Switchgear, Parts and Supplies, and Maintenance of Switchgear
Staples Business Advantage	\$ 432,368	Office Supplies Contract Purchases
Educational Marketing Group Inc	\$ 434,512	Multi-Media Advertising for the University
Postmaster	\$ 443,803	Postage
Hastings and Chivetta Architects Inc	\$ 532,260	Student Recreation Center
Vectren Energy Delivery	\$ 547,449	Gas Utility Payments
IT Travel Agencies	\$ 612,315	Travel Expenditures
Ebsco Subscription Services	\$ 629,530	Library Subscription Service
Forrest Sherer Inc	\$ 681,901	Insurance Premiums
Indiana-American Water Company	\$ 778,650	Water and Sewage Utility Payments
Life Insurance Company of North America	\$ 866,242	Life Insurance Premiums for Employees
Delta Dental Plan of Indiana	\$ 866,315	Dental Payment Reimbursements
CDI Inc	\$ 904,762	Burford Hall Renovation, Business Incubation, & Science Lab 036
Dell Marketing LP	\$ 950,618	Computer Equipment, Software, and Supplies
Lenovo Inc	\$ 1,271,166	Laptop Computers
Public Employees Retirement Fund	\$ 1,280,185	Employee Retirement Payments
Indiana Department of Corrections	\$ 1,471,788	Academic Courses
First Financial Bank	\$ 1,870,000	VEBA Contributions
Energy USA-TPC	\$ 1,918,688	Natural Gas Contract Purchases
Anthem Blue Cross and Blue Shield	\$ 3,376,550	Prescription Drug Coverage
Duke Energy	\$ 3,573,377	Electricity Utility Payments
Sodexo Inc and Affiliates	\$ 7,289,293	Dining and Catering Services
Principal Life Insurance Company	\$ 9,411,135	Medical Claim Payments

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

**April 1, 2007 through May 31, 2007**

YBP Library Services	\$ 254,262	Library Book Purchases
Ikon Financial Services	\$ 256,894	Campus Copier Lease Contract
Time Warner Cable	\$ 262,243	Campus Cable Service and Equipment Purchases
Ikon Office Solutions	\$ 269,411	Maintenance, Charges, and Resource Ctr Job Tickets
Neff Construction Inc	\$ 291,053	Admissions Move, Hulman Center Ticket Office Renovation, and Condit Floor and Electrical
Crown Electric Inc	\$ 344,075	Lincoln Quad Transformer, Student Services Emergency Power & Fire Alarm Systems
SunGard SCT Inc	\$ 355,942	Banner Maintenance and Purchase of Loan Management Software
Schmidt Associates Architects	\$ 590,378	Federal Bldg Renovation and Univ Hall Renovation

ATTACHMENT A

PROPOSED RECREATIONAL SPORTS FACILITIES RENTAL SCHEDULE

Below is listed the rental schedule for all reservable spaces supervised by the Office of Recreational Sports.

	Non-University*		University*
<u>HHP Building</u>			
North Gym	1-4 hrs	4-full day	
6 crts	\$50/crt	\$100/crt	N/C
Track (200 M)	\$300	\$600	N/C
South Gym			
3 crts	\$50/crt	\$100/crt	N/C
HHP Pool	\$20/hr**		N/C**
Racquetball Courts (10)	\$100/day		N/C
Classrooms			
C68/C89	\$25	\$50	N/C
B94/B95	\$50	\$100	N/C
C60/C61/C90			
C60/61 Combined	\$100	\$200	N/C
Dance Rooms			
B92/B93	\$50	\$100	N/C
<u>Tirey Pool</u>	\$20/hr**		N/C**
<u>Duane Klueh Tennis Center</u>	\$10/crt	\$20/crt	N/C
<u>Wolf Field</u>			
Field	\$50	\$100	N/C
<u>Rec East</u>			
North Field/South Field	\$50/field	\$100/field	N/C
Lights	\$5/hr/field		
Track (547 yds)	\$50	\$100	N/C
Lights	\$5/hr		
<u>Michael Simmons Building</u>	\$50	\$100	N/C
<u>Recreation North</u>	\$50	\$100	N/C

\*University and non-university parties will be responsible for paying an additional \$10/hr for each staff member necessary during reserved times outside of normal facility scheduling.

\*\* There will be an additional \$10/hr charge for all lifeguards scheduled (2 guard minimum) for reservations beyond normal pool schedule.

Staffing needs and requirements will be discussed at time of booking.

### SECTION III

JUNE 22, 2007

#### PERSONNEL (Dr. Maynard)

RECOMMENDATION: Approval of all the items in this section.

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

#### A. FACULTY

##### 1. Appointments (Effective August 1, 2007, unless otherwise indicated)

William P. Campbell; Assistant Professor of Safety Management, Department of Health, Safety, and Environmental Health Sciences; Ph.D., Purdue University; salary \$55,000 per academic year.

Ray Chen; Assistant Professor of Art, Department of Art; M.F.A., Rochester Institute of Technology; salary \$48,000 per academic year.

Kevin M. Clifton; Assistant Professor of Music, Department of Music; Ph.D., University of Texas-Austin; salary \$49,000 per academic year.

Gerardo T. Cummings; Assistant Professor of Spanish, Department of Languages, Literatures, and Linguistics; salary \$48,500 per academic year.

Susan Y. Hagood; Assistant Professor of Physical Education, Department of Physical Education; M.S., Florida State University; salary \$51,500 per academic year.

Chul Soo Kim; Associate Professor of Construction Management, Department of Manufacturing and Construction Technology; Ph.D., University of Illinois; salary \$67,000 per academic year.

William H. Redmond; Professor of Marketing, Organizational Department; Ph.D., University of Arizona; salary \$99,000 per academic year.

Jacqueline C. Shin; Assistant Professor of Psychology, Department of Psychology; Ph.D., Pennsylvania State University; salary \$46,000 per academic year.

Larry S. Tinnerman; Assistant Professor of Curriculum and Instruction, Department of Curriculum, Instruction, and Media Technology; M.A. Ed., Edinboro State College; salary \$46,000 per academic year.

M. Catherine Tucker; Assistant Professor of Counselor Education, Department of Communication Disorders and Counseling, School, and Educational Psychology; M.Ed., North Carolina State University; salary \$50,000 per academic year.

Susan Walker Yeargin; Assistant Professor of Athletic Training, Department of Athletic Training; M.S., University of Florida; salary \$50,000 per academic year.

Temporary Part-time Faculty Appointments—2007 Spring Semester  
(Effective January 4, 2007, unless otherwise indicated)

Linnea L. Rademaker; Lecturer III, Department of Curriculum, Instruction, and Media Technology; Ph.D., University of Illinois; three hours; salary \$3,000, prorated from the effective of February 20, 2007.

Louis A. Reeves; Lecturer I, Department of Criminology; M.S., Indiana State University; twelve hours; salary \$12,500.01, prorated from the effective date of April 16, 2007.

Jacquelyn Trinler; Lecturer III, Department of Communication; M.A., Ohio University; addition of three hours; salary \$2,802.

Special Purpose Faculty Appointments--2007-2008 Academic Year  
(Effective August 1, 2007, unless otherwise indicated)

Beverly C. Pestel; Instructor of Chemistry, Department of Chemistry; D.A., Wright State University; salary \$38,850 per academic year.

2. Changes of Status and/or Rate

Nicholas D.W. Farha; Assistant Professor, Department of Electronics and Computer Technology; \$1,200 added to 2007-2008 academic year base for the completion of the doctorate; Ph.D., Indiana State University; salary \$61,970 per academic year.

Steve Gruenert; from Assistant Professor, Department of Educational Leadership, Administration, and Foundations, to Acting Chairperson and Assistant Professor Department of Educational Leadership, Administration, and Foundations; stipend of \$3,000 for this added responsibility; effective for the fall semester of the 2007-2008 academic year.

Joseph P. Tenerelli; from a fiscal appointment as Director of Alliance for Excellence and Professor of Communication, Department of Communication; effective June 30, 2007, to an academic appointment as Professor of Communication, Department of Communication; salary \$66,795 per academic year; effective August 1, 2007.

3. Nonreappointment

Malcolm Legault; Assistant Professor, Department of Health, Safety, and Environmental Health Sciences; effective May 31, 2008.

4. Resignations

R. Kurt Barnhart; Associate Professor, Department of Aerospace Technology; effective May 5, 2007.

Meredith L. Beilfuss; Assistant Professor of Science Education, Department of Geography, Geology, and Anthropology; effective May 5, 2007.

Aimin Chen; Professor of Economics, Department of Economics; effective May 5, 2007.

Amy Craddock; Associate Professor of Criminology; Department of Criminology; effective May 5, 2007.

Daniel McLean; Chairperson and Professor, Department of Recreation and Sport Management; effective May 5, 2007.

Matthew J. Morgan; Instructor, Department of Criminology; effective April 15, 2007.

Kenneth E. Prouty; Assistant Professor, Department of African and African American Studies; effective May 5, 2007.

5. Retirement

Maurice D. Miller; Professor, Department of Elementary, Early, and Special Education; change in retirement from retirement leave during the fall semester of the 2007-2008 academic year with retirement effective December 31, 2007, to a later date.

B. ADMINISTRATION1. Appointments

Stacey Barnett; Degree Audit Specialist for Encoding, Division of Enrollment Services; B.S., Indiana State University; salary \$34,000 per fiscal year, prorated from the effective date of May 1, 2007.

John E. Beacon; Vice President for Enrollment Management, Marketing, and Communications; M.S., Indiana State University; salary \$150,000 per fiscal year, prorated from the effective date of July 9, 2007.

Julie Cuffle; Programmer Analyst, Office of Information Technology; B.S., University of Phoenix; salary \$41,000 per fiscal year, prorated from the effective date of May 1, 2007.

Wilbert (Wil) Downs; Assistant Vice President for Human Resources; M.S., Pittsburg State University; salary \$87,500 per fiscal year, prorated from the effective date of June 4, 2007.

William Epp; Programmer Analyst, Office of Information Technology; Technical Certificate, Control Data Institute; salary \$41,000 per fiscal year, prorated from the effective date of May 14, 2007.

Thomas Kilian, Jr.; Assistant Director, Career Center; M.S., Indiana University; salary \$32,000 per fiscal year, prorated from the effective date of April 12, 2007.

Jacob A. Lackey; Network Engineer TIS, Office of Information Technology; Certificate, United States Air Force Technical School; salary \$55,000 per fiscal year, prorated from the effective date of June 11, 2007.

Nancy J. Merritt; Dean, College of Business, and Professor of Marketing, Organizational Department; Ph.D., University of Arizona; salary \$170,000 per fiscal year, prorated from the effective date of August 1, 2007.

Christopher M. Pfaff; Special Assistant to the Provost for Business Support and Economic Innovation, Center for Business Support and Economic Innovation; B.A., Indiana University; salary \$82,000 per fiscal year, prorated from the effective date of June 4, 2007.

Carmen Tillery; Dean of Students; Ph.D., Iowa State University; salary \$82,500 per fiscal year, prorated from the effective date of June 11, 2007.



Reappointment

Dianna Cooper-Bolinsky; Internship Coordinator, Career Center; salary \$40,115; effective; July 1, 2007 through June 30, 2008.

Temporary Appointments

Yihua Bai; Research Associate, Department of Physics; Ph.D., University of Tennessee, Knoxville; salary \$27,209 per fiscal year, prorated from the effective date of April 23, 2007, through March 31, 2008.

Magda E. Narczewska; Business Consultant, Center for Business Support and Economic Innovation; M.B.A., Indiana State University; salary \$35,000 per fiscal year, prorated from the effective date of June 11, 2007, through June 30, 2008.

Jodi K. Sparks; Dendrochronology Laboratory Assistant (part-time), Department of Geography, Geology, and Anthropology; M.A., Indiana State University; salary \$3,756.75 for the appointment period of January 24, 2007, through April 30, 2007.

2. Changes of Status and/or Rate

Mark Frederick; from Assistant Director of the Career Center and Director of Assessment, to Assistant to the Vice President for Student Affairs for Research and Assessment, Office of Student Affairs; salary \$59,000 per fiscal year, effective July 1, 2007.

Pei-Yi Hu; from Microcomputer/Network Consultant in Support of Lab Software, Office of Information Technology, to Assistant Director for Educational Technology Services, Office of Information Technology; salary \$60,000 per fiscal year, prorated from the effective date of May 1, 2007.

Mary Ellen Linn; change in title from Director, Residential Life to Assistant Vice President for Student Affairs-Student Auxiliary Services; effective July 1, 2007.

Freda Luers; from Associate Director, Student Activities and Organizations to Interim Director, Student Activities and Organizations; stipend of \$500 per month for additional duties; effective July 1, 2007.

Rachel L. Maesch; from Office Assistant III (support staff), Corrections Education Program, to Corrections Education Program Coordinator (professional staff), Corrections Education Program; B.S., Webster University; salary \$28,000 per fiscal year, prorated from the effective date of June 4, 2007, through May 31, 2008.

Alfred Perone; from Director, Student Activities and Organizations to Associate Dean of Students; salary \$65,000 per fiscal year; effective July 1, 2007.

Charles Potts; change in title from Assistant Vice President for Student Affairs-Student Auxiliary Services to Associate Vice President for Student Affairs-Student Auxiliary Services; effective July 1, 2007.

Mark Pupilli; from Building Operations Supervisor to Building Systems and Operations Manager, Facilities Management; salary \$61,190 per fiscal year, prorated from the effective date of June 1, 2007.

David K. Wright; Assistant to the Vice President for Student Affairs; equity adjustment; salary \$65,000 per fiscal year; effective July 1, 2007.

3. Resignations

Andrea M. Adamchak; Help Desk Consultant, Office of Information Technology; effective May 2, 2007.

Mary Payne Bennett; Assistant Dean, College of Nursing, and Associate Professor, Baccalaureate and Higher Degree Nursing Department; effective July 6, 2007.

Ronald Green; Dean, College of Business, and Professor of Management, Organizational Department; effective June 29, 2007.

Noel C. Gressner; Rehabilitative Coordinator, Department of Athletic Training; effective May 18, 2007.

Joseph T. Koroma; Assistant Director, Office of Student Financial Aid; effective May 11, 2007.

Amy Reinhart; Assistant Athletic Trainer, Department of Athletic Training; effective June 30, 2007.

David A. Unsinger; Academic Coordinator, Upward Bound Math and Science Program; effective May 21, 2007.

4. Emeriti

Linda Daugherty; Nurse Practitioner Emerita, Student Health Center; effective January 2, 2007.

Thomas J. Harding; Assistant Director Emeritus for Administration, Residential Life; effective December 31, 2006.

Charles Reed Kidder; Associate Vice President Emeritus for Student Affairs-Student Auxiliary Services; June 30, 2007.

5. Correction to April 27, 2007 Personnel Board Item

Teresa Dubois Exline; Special Assistant to the President for Strategic Communication and University Spokesperson; from a stipend of \$3,600 for the fiscal year ending June 30, 2007 for additional duties as Acting Vice President for Communications and Marketing to a \$500 per month stipend for the period July 1, 2006 through June 30, 2007 for the additional duties.

C. ATHLETICS1. Appointments

Louis Gudino; Assistant Men's Basketball Coach; salary \$45,000 per employment period of April 1, 2007 through March 31, 2008, prorated from the effective date of May 1, 2007.

Richard Jones; Assistant Women's Soccer Coach; B.S., IUPUI; salary \$23,660 per employment period of January 1, 2007 through December 31, 2007, prorated from the effective date of June 4, 2007.

Lee V. McCormick; Head Strength and Conditioning Coach; M.S., Columbia Southern University; salary \$29,000 per fiscal year, prorated from the effective date of May 21, 2007.

Kevin McKenna; Head Men's Basketball Coach; M.S., Creighton University; 5 year contract for period April 1, 2007 through March 31, 2012; salary \$170,000 per employment period of April 1, 2007 through March 31, 2008.

Sarah K. Shackle; Assistant Women's Basketball Coach; B.S., University of Indianapolis; salary \$26,000 per employment period of April 1, 2007 through March 31, 2008, prorated from the effective date of May 14, 2007.

Amy Siegel; Assistant Women's Basketball Coach; M.Ed., University of Louisville; salary \$40,000 per employment period of April 1, 2007 through March 31, 2008, prorated from the effective date of June 4, 2007.

Clint L. Weddle; Assistant Women's Basketball Coach; M.S., Oakland City University; salary \$53,500 per employment period of April 1, 2007 through March 31, 2008, prorated from the effective date of May 16, 2007.

#### Reappointments

Heather Cassidy; Assistant Women's Basketball Coach; employment period April 1, 2007 through March 31, 2008; salary \$40,000.

Stanley Gouard; Assistant Men's Basketball Coach; employment period April 1, 2007 through March 31, 2008; salary \$40,000 prorated from the effective date of April 19, 2007.

Edward Kevin Jenison; Temporary Assistant Director of Media Relations; employment period June 1, 2007 through August 31, 2007; salary \$1,500 per month for the employment period.

Megan Lanham; Associate Women's Basketball Coach; employment period April 1, 2007 through March 31, 2008; salary \$53,530.

Greg Lansing; Assistant Men's Basketball Coach; employment period April 1, 2007 through March 31, 2008; salary \$75,000.

#### 2. Changes of Status and/or Rate

Donald R. Bender; from Associate Men's Basketball Coach to Assistant Director of Athletics—Compliance; salary \$45,000 per fiscal year, prorated from effective date of May 1, 2007.

Achim O. Hunt; from Assistant Director of Athletics Media Relations to Associate Director of Athletics Media Relations; salary \$33,500 per fiscal year, prorated from the effective date of June 1, 2007.

John Sherman; from Assistant Director of Intercollegiate Athletics/Marketing to Assistant Director of Intercollegiate Athletics: Marketing and Media Relations; salary \$40,000 per fiscal year, prorated from the effective date of June 1, 2007.

3. Resignations

Donald R. Bender; Assistant Director of Athletics—Compliance; effective May 17, 2007.

Heather Cassady; Assistant Women's Basketball Coach; effective June 1, 2007.

David Hutchison; Assistant Football Coach; effective June 15, 2007.

Megan Lanham; Associate Women's Basketball Coach; effective June 1, 2007.

Lewis Theobald, Assistant Women's Soccer Coach; effective April 12, 2007.

4. Non-Reappointment

Christiaan J. Keating; Assistant Baseball Coach; effective June 30, 2007.

5. Emeriti

Robert Allen Warn; Head Baseball Coach Emeritus, Intercollegiate Athletics; effective December 31, 2006

D. RESIDENTIAL LIFE

1. Appointments

Corey Guyton; Area Director, Residential Life; M.Ed., University of Louisville; 9½ month appointment beginning August 1, 2007; salary \$24,491.

Christy Oxendine; Area Director, Residential Life; M.S., Minnesota State University-Mankato; 9½ month appointment beginning August 1, 2007; salary \$24,491.

E. SUPPORT STAFF REPORT

The Support Staff Personnel Report for the period ending June 7, 2007 is presented in Exhibit A.

SECTION IV

JUNE 22, 2007

INFORMATION/DISCUSSION ITEMS

A. Agreements – Information Only (Dr. Maynard)

1. Nursing Internships

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

Floyd Memorial Hospital, New Albany, IN  
Medical Arts Center Clinic, Brigham, UT  
Stone Mountain Health Services, Appalachia, VA  
St. Joseph Health Center, St. Charles, MO  
Witham Memorial Hospital, Lebanon, IN

2. Communication Disorders Program Internships

Agreements have been reached with the following facilities to provide internships for students in the Communications Disorders Program.

Memorial Hospital of South Bend, Inc., South Bend, IN  
St. Joseph Regional Medical Center, Inc. Mishawaka, IN

3. United Rentals Branch 217, West Terre Haute, IN

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

B. Grants – Information Only – Attachment 1

Mr. Alley adjourned the meeting at 10:40 a.m.

SECTION IV

JUNE 22, 2007

1. Indiana Small Business Development Center, Fund No. 548189, Proposal No. 06-274  
A sub agreement under the U.S. Small Business Administration in the amount of \$99,550 has been received from Indiana Small Business Development Center for the project entitled, "West Central Indiana Small Business Development Center" under the direction of Tara Lane, SBDC, for the period January 1, 2007, through December 31, 2007.
2. Indiana Athletic Trainers' Association, Fund No. 548178, Proposal No. 07-082  
An agreement in the amount of \$500 has been received from the Indiana Athletic Trainers' Association for the project entitled, "Comparison of Expected Versus Observed Number of Athletic Trainers at National Collegiate Athletic Association Colleges and Universities in Indiana and Illinois during the 2006-2007 Academic Year," under the direction of Catherine Stemmans, Athletic Training, for the period November 1, 2006, through September 1, 2007.
3. The Bernard Osher Foundation, Fund 548206, Proposal 07-147  
An agreement in the amount of \$100,000 has been received from The Bernard Osher Foundation for the project entitled, "Institute for Lifelong Learning," under the direction of Linda Crosssett, Continuing Education, for the period April 1, 2007, through March 30, 2008.
4. Wabash Valley Community Foundation, Inc., Fund No. 548207, Proposal No. 07-121  
An agreement in the amount of \$500 has been received from Wabash Valley Community Foundation, Inc., for the project entitled, "Spaghetti Suppers for Parents" under the direction of Roberta Allen, Student Academics Center, for the period April 1, 2007, through October 1, 2007.
5. Sigma Xi, Fund No. 548211, Proposal No. 07-173  
An agreement in the amount of \$400 has been received from Sigma Xi for the project entitled, "Anatomy and Infrared detection ability of the facial pits of North American pit vipers," under the direction of Samantha Colayori, Life Sciences, for the period April 27, 2007, through April 26, 2008.

11. Wabash Valley Community Foundation, Inc., Fund No. 548209, Proposal No. 07-122  
An agreement in the amount of \$ 3,464 has been received from Wabash Valley Community Foundation, Inc., for the project entitled, "Less In-Appropriate Trash Through Education and Recycling" under the direction of Davison Mupinga, Industrial Technology Education, for the period March 1, 2007, through December 1, 2007.
12. Indiana Academy of Science, Fund No. 548212, Proposal No. 07-159  
An agreement in the amount of \$ 3,000 has been received from the Indiana Academy of Science for the project entitled, "Roadway sources of lead in urban soils: An example from Curtis Gilbert Park, Terre Haute, IN," under the direction of Jennifer Latimer, Geography, Geology, and Anthropology, for the period July 1, 2007, through June 30, 2008.
13. Indiana Academy of Science, Fund No. 548213, Proposal No. 07-160  
An agreement in the amount of \$ 3,000 has been received from the Indiana Academy of Science for the project entitled, "Reconstruction of contaminant history for Green valley Lake: The impact of acid mine drainage," under the direction of Jennifer Bellamy, Geography, Geology, and Anthropology, for the period April 23, 2007, through April 22, 2008.
14. Indiana Academy of Science, Fund No. 548214, Proposal No. 07-163  
An agreement in the amount of \$ 922 has been received from the Indiana Academy of Science for the project entitled, "Is Beauty Only Feather Deep: Effects of Parasites on the White-throated Sparrow," under the direction of Amanda Jamison, Life Sciences, for the period April 23, 2007, through May 30, 2008.
15. Indiana Academy of Science, Fund No. 548215, Proposal No. 07-165  
An agreement in the amount of \$ 2,325 has been received from the Indiana Academy of Science for the project entitled, "Population Genetic Structure of Blanding's Turtle (*Emydoidea blandingii*) in New York," under the direction of Eric McCluskey, Life Sciences, for the period April 23, 2007, through April 22, 2008.
16. Indiana Academy of Science, Fund No. 548216, Proposal No. 07-166  
An agreement in the amount of \$ 1,275 has been received from the Indiana Academy of Science for the project entitled, "The role of novel phytol-based compounds as adjuvant in crosstalk between innate and acquired immunity," under the direction of Youssef Aachoui, Life Sciences, for the period April 23, 2007, through April 22, 2008.



17. Indiana Academy of Science, Fund No. 5482167 Proposal No. 07-167  
An agreement in the amount of \$ 2,550 has been received from the Indiana Academy of Science for the project entitled, "Transgenic Manipulation in Zebra Fish by Cro-loxP Recombinant System and RNAi Technique," under the direction of Yang Bai, Life Sciences, for the period April 23, 2007, through April 22, 2008.
18. Indiana Campus Compact, Fund 548219, Proposal No. 07-186  
An agreement in the amount of \$ 600 has been received from Indiana Campus Compact for the project entitled, "National Youth Service Day", under the direction of Amy Williams, Center for Public Services & Community Engagement, for the period April 1, 2007, through May 11, 2007.
19. National Science Foundation, Fund No. 548028, Proposal No. 07-204  
An additional appropriation in the amount of \$55,477 has been received from The National Science Foundation for the project entitled, "Role of Urban Canopy Composition and Structure in Determining Heat Islands," under the direction of Qihao Weng, Geography and Geology, for the period April 30, 2007, through July 31, 2008.
21. National Science Foundation, Fund No. 548155, Proposal No. 07-212, 07-146  
Additional appropriations in the amount of \$72,849 has been received from the National Science Foundation for the project entitled, "Collaborative Research: Toward a Spatially Explicit Theory of Thermoregulatory Behavior," under the direction of Michael Angilletta, Ecology & Organismal Biology, for the period September 1, 2006, through August 31, 2008.
22. Indiana State Library, Fund No. 548218, Proposal No. 07-182  
An agreement in the amount of \$8,652 has been received from the Indiana State Library for the project entitled, "Fed Flow - LSTA," under the direction of Alberta Comer, Library, for the period April 1, 2007, through March 31, 2008.
23. Indiana Commission for Higher Education, Fund No. 548220, Proposal No. 07-066  
An agreement in the amount of \$199,728 has been received from the Indiana Commission for Higher Education for the project entitled, "Thinking through the Text" under the direction of Lisa Cutter, Elementary Education, for the period January 1, 2007 through December 31, 2007.

24. U. S. Department of the Interior, Fund No. 548052, Proposal No. 07-214  
Additional appropriations in the amount of \$16,801 have been received from the U.S. Department of the Interior for the project entitled, "Colony Dynamics of the Endangered Indiana Myotis (Using and Comparing Techniques)," under the direction of John Whitaker, Ecology and Organismal Biology, for the period December 31, 2007, through May 31, 2008
25. Indiana Criminal Justice Institute, Fund No. 548229, Proposal No. 07-211  
An agreement in the amount of \$1,250 has been received from the Indiana Criminal Justice Institute for the project entitled "Bullet Proof Vest Partnership", under the direction of William Mercier, Public Safety Department, for the project period of April 1, 2006 through April 1, 2007.
26. U.S. Department of Education, Fund No. 548235, Proposal No. 07-218  
Additional appropriations in the amount of \$210,092 has been received from the U.S. Department of Education for the project entitled, "Indiana Deafblind Services Project," under the direction of Karen Goehl, Blumberg Center, for the period October 1, 2007 through September 30, 2008.
27. Science Applications International Corporation, Fund No. 548228, Proposal No. 07-176  
A sub agreement under U. S. Fish and Wildlife and Illinois Department of Natural Resources in the amount of \$29,500 has been received from Science Applications International Corporation for the project entitled "Survey Plans for the Federally Endangered Indiana Myotis (Myotis sodalist) at Scott Air Force Base in St. Clair County, Illinois", under the direction of John Whitaker, Ecology and Organismal Biology, for the project period May1, 2007 through September 20, 2007.
28. National Science Foundation, Fund No. 548231, Proposal No. 07-047  
An agreement in the amount of \$80,000 has been received from National Science Foundation for the project entitled, "Acquisition of Analytical Equipment for Interdisciplinary Biogeochemical Research", under the direction of Jennifer Latimer, Geography, Geology, and Anthropology, for the project period June 15, 2007 through May 31, 2008.
29. U.S. Department of Education, Fund No. 548230, Proposal No. 07-088  
An agreement in the amount of \$381,215 has been received from the U.S. Department of Education for the project entitled, "Upward Bound," under the direction of Catherine Baker, Upward Bound, for the period June 1, 2007 through May 31, 2008.

30. U.S. Fish and Wildlife Service, Department of Interior, Fund No. 548223, Proposal No. 07-131  
An agreement in the amount of \$28,560 has been received from the U. S. Fish and Wildlife Service, Department of Interior for the project entitled "The Effect of Fire on Multiple Arboreal Species in the Eastern Deciduous Forest" under the direction of James Speer, Geography, Geology, and Anthropology, for the project period May 15, 2007 through December 31, 2008.
  
31. National Institute of Health, Fund No. 548099, Proposal No. 07-197  
An agreement in the amount of \$95,401 has been received from the National Institute of Health for the project entitled "Multivalent Ligands for Nicotinic Receptors", under the direction of Richard Fitch, Chemistry, for the period of May 1, 2007 through April 30, 2008.
  
32. Indiana Chapter the Wildlife Society, Fund No. 548222, Proposal 07-188  
An agreement in the amount of \$500 has been received from the Indiana Chapter the Wildlife Society for the project entitled "Start-up Funds for a Student Chapter of the Wildlife Society at Indiana State University", under the direction of Dale Sparks, Ecology and Organismal Biology, for the period of April 1, 2007 through May 15, 2008.