

**Indiana State University**  
**Board of Trustees**  
**Schedule of Activities**  
**December 14-15, 2018**

**Friday, December 14, 2018**

- 10:00 a.m. Finance Committee Meeting, State Room, Tirey Hall
- 10:45 a.m. Seminar: First-Destination Survey Results, State Room, Tirey Hall
- 11:15 a.m. Seminar: Review of Strategic Plan Key Performance Indicators, State Room, Tirey Hall
- 12:00 p.m. Executive Session and Lunch, Heritage Lounge, Tirey Hall
- 1:30 pm Agenda Meeting, State Room, Tirey Hall
- 4:00 p.m. Social Reception with Faculty Senate, John Moore Welcome Center
- 5:30 p.m. Honorary Degree Reception, HMSU Ninth Floor
- 6:00 p.m. Honorary Degree Dinner, HMSU Ninth Floor

**Saturday, December 15, 2018**

- 9:30 a.m. Commencement Brunch for Platform Party, Condit House
- 11:15 a.m. Robing, Hulman Center
- 11:45 a.m. Processional, Hulman Center
- 12:00 p.m. Commencement Ceremony, Hulman Center

**AGENDA**  
**Friday, December 14, 2018, 1:30 p.m.**  
**Indiana State University Board of Trustees Meeting**  
**State Room, Tirey Hall, Terre Haute, Indiana**

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**1. Call Meeting to Order**

**2. Remarks**

Faculty Senate Chairperson (Dr. Hawkins)  
Staff Council Chairperson (Mr. Chaqra)  
Student Government Association President (Mr. Lamb)  
Vice President for Development and CEO of the ISU Foundation (Mrs. Angel)  
President of the University (Dr. Curtis)  
Chairperson of the ISU Board of Trustees (Mr. Pease)

**3. New Business Items**

- 3a For Passage, Approval of the October 12, 2018 Meeting Minutes and Certification of Executive Sessions (Mr. Pease)
- 3b Finance Committee Report (Mr. Taylor)
  - 3b1 For Passage, Sodexo Lease Agreement (Ms. McKee)
  - 3b2 For Information, 2017-18 Audited Financial Statements (Ms. McKee)
- 3c Modification to University Handbook
  - 5c1 For Passage, Reorganization of University Handbook to Policy Library (Ms. Butwin)
  - 5c2 For Information, 246.15 Temporary Faculty Advocate (Dr. Licari)
- 3d For Passage, Candidates for Degrees, December 2018 (Dr. Licari)
- 3e For Passage, Acceptance of Conflict of Interest Disclosure Statement (Mr. Pease)
- 3f For Passage, New Program Sport Management (Dr. Licari)
- 3g For Passage, New Program Business Analytics Minor (Dr. Licari)
- 3h For Passage, Revision of Program Master of Public Health (MPH) (Dr. Licari)
- 3i For Passage, Revision of Program Public Health Major (BPH) (Dr. Licari)

**4. Items for the Information of the Trustees**

- 4a Investment Report
- 4b Financial Report
- 4c Purchasing Report
- 4d Vendor Report
- 4e Faculty Personnel
- 4f Other Personnel
- 4g Grants and Contracts
- 4h Agreements
- 4i Board Representation at University Events
- 4j In Memoriam

**5. Old Business**

**6. Adjournment**

**The next meeting of the Board of Trustees will February 21-22, 2019.**

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**AGENDA**  
**Friday, December 14, 2018, 1:30 p.m.**  
**Meeting of the Indiana State University Board of Trustees**  
**State Room, Tirey Hall, Terre Haute, Indiana**

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## **1 Call Meeting to Order**

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## **2 Remarks**

Faculty Senate Chairperson (Dr. Hawkins)  
Staff Council Chairperson (Mr. Chaqra)  
Student Government Association President (Mr. Lamb)  
Vice President for Development and CEO of the ISU Foundation (Mrs. Angel)  
President of the University (Dr. Curtis)  
President of the ISU Board of Trustees (Mr. Pease)

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## **3 New Business Items**

### **3a Approval of the Minutes of the October 12, 2018 Meeting and Certification of Executive Session**

The Indiana State University Board of Trustees met in Executive Session at 1:00 p.m. on Friday, October 12, 2018 in the State Room, Tirey Hall.

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

The Trustees met in a regularly scheduled meeting on Friday, October 12, 2018 at 2:00 p.m.

Trustees present: Ms. Bell, Mrs. Cabello, Mr. Case, Mr. Minas , Mr. Pease, Mrs. Powers, Mrs. Smith and Mr. Taylor.

Trustees absent: Mr. Campbell

**Recommendation:** Approve the Board Minutes for October 12, 2018 and Certification of Executive Session.

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### **3b Finance Committee Report (Mr. Taylor)**

#### **3b1 Sodexo Lease Agreement**

The Sodexo dining services agreement, dated February 22, 2011, was amended by the Board of Trustees on December 15, 2017 to include certain renovations and enhancements to Hulman Memorial Student Union (HMSU) to house a Starbucks retail operation. A separate lease agreement for the use of this space as well as HMSU Commons and Sycamore Banquet

Center is shown below. The total amount of Sodexo leased square footage is 29,385 feet at a proposed lease rate of \$18 per square foot. The proposed four year term of the lease is from July 1, 2018 to June 30, 2022.

**Recommendation:** Approval of the proposed four year lease agreement with Sodexo, effective July 1, 2018.

## SODEXO SERVICES OF INDIANA LEASE

THIS LEASE (hereinafter "Lease"), effective as of the first (1st) day of July, 2018, made and entered into by and between INDIANA STATE UNIVERSITY BOARD OF TRUSTEES, a body corporate existing under the laws of the State of Indiana (hereinafter called "Landlord"), and SODEXO SERVICES OF INDIANA LIMITED PARTNERSHIP LLP (hereinafter called "Tenant").

### ARTICLE I

#### THE DEMISE

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

### ARTICLE II

#### DEFINITIONS

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

- (a) **Building:** The Hulman Memorial Student Union Commons, a portion of the Hulman Memorial Student Union Complex, which is the integrated project comprised of the Hulman Memorial Student Union Building, the HMSU Commons, and the associated Plaza, and the Starbucks location, which is in the northern portion of the Hulman Memorial Student Union building and which commenced operations on Oct. 1 2018. All located on the campus of Indiana State University in Terre Haute, Indiana.
- (b) **Leased Premises:** Approximately 27,343 square feet in the Building, designated on the plan attached as Exhibit A-1 and 2,042 square feet in the Building, designated on the plan attached as Exhibit A-2.
- (c) **Initial Term:** Four (4) years from Rental Commencement Date July 1, 2018 to June 30, 2022.
- (d) **Extended Term:** As set forth in Section 3.01.
- (e) **Commencement Date:** The date first set forth above, except that Rental shall begin as described in Article V.
- (f) **Expiration Date:** The fourth (4<sup>th</sup>) anniversary of the Rental Commencement Date, unless earlier terminated pursuant to the terms of this Lease.
- (g) **Tenant's Customary Business:** Retail Food Service.
- (h) **Security Deposit:** Intentionally waived.

- (i) Fiscal Year: Tenant's fiscal year for general accounting purposes.
- (j) Accounting Period: The twelve accounting periods which for general accounting purposes, comprise Tenant's Fiscal Year.
- (k) Tenant's Proportionate Share: The Leased Premises constitute 66.2 of the leasable square footage of the Building for purposes of assessing Operating Cost pursuant to Section 5.07 and for purposes of assessing Impositions pursuant to Section 5.05.
- (l) Percentage Rent: Not applicable.
- (m) Food Service Agreement: The initial Management Agreement entered into by and between Landlord and Sodexo Services, dated July 1, 2010 to June 30, 2021, amended May 12, 2017 and extended the agreement through June 30, 2031.
- (n) Default Rate: As set forth in Section 11.03.
- (o) Business Day: Any calendar day (excluding Saturdays and Sundays) on which national banking associations having the principal offices located in Terre Haute, Indiana are open for business during their normal office hours.

### **ARTICLE III**

#### **TERM**

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

### **ARTICLE IV**

#### **USE AND OCCUPANCY**

SECTION 4.01. USE. The Leased Premises are to be used and occupied by Tenant solely for the purpose of Tenant to conduct Tenant's Customary Business, and for no other purpose. Tenant shall not at any time leave the Leased Premises vacant or otherwise discontinue or contract operations in the Leased Premises except as provided in Article VIII, but shall, in good faith, continuously throughout the Term conduct and carry on in the entire Leased Premises the type of business for which the Leased Premises are being leased to Tenant. Tenant shall operate its business in an efficient, first-class and reputable manner so as to produce the maximum amount of sales from the Leased Premises, and shall, except during reasonable periods for repairing, cleaning and decorating, keep the Leased Premises open to the public for business with

adequate personnel in attendance on all days and during all hours (including evenings) mutually established by Landlord and Tenant from time to time as store hours for the Building, and during any other hours when the Building generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation. Tenant shall use only so much of the areas specified in Exhibit A-1 and Exhibit A-2 for storage and office purposes as are reasonably required therefore. Tenant shall use no other areas for such purposes.

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

SECTION 4.03. LAWS AND REGULATIONS; RULES OF BUILDING. Tenant shall comply with the matters set forth in Section 13.01 and with all laws, ordinances, orders, rules and regulations (state, federal, municipal, or promulgated by other agencies or bodies having any jurisdiction thereof) and insurance requirements, relating to the use, condition or occupancy of the Leased Premises. Tenant shall comply and shall cause its employees, subtenants, concessionaires, and licensees to comply with the Rules of the Building adopted by Landlord from time to time (including those attached hereto as Exhibit B) 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 B, the resulting Rules shall be reasonable and not otherwise inconsistent with the rights granted to Tenant under this Lease. A violation of any of the Rules of the Building which remains uncured for ten (10) days after written notice thereof from Landlord to Tenant shall constitute a default by Tenant under this Lease. If there is a conflict between the Rules and any of the provisions of this Lease, the provisions of this Lease shall prevail. Landlord shall make reasonable efforts to enforce the Rules of the Building uniformly against all tenants in the Building; provided, however, that Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules by any other tenant in the Building.

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

SECTION 4.05. CARE. Tenant shall take good care of the Leased Premises and keep the same free from waste at all times. Tenant shall keep the Leased Premises including the inside and outside of all glass in doors and windows of the Leased Premises, all exterior store surfaces of the Leased Premises and any sidewalks, corridors, aisles, passageways, service-ways, and loading areas adjacent to the Leased Premises or allocated for the exclusive use of Tenant neat, clean, orderly and sanitary and free of dirt, rubbish, refuse, snow and ice at all times, and shall store all trash, garbage, rubbish and other refuse in vermin-proof and fireproof containers within the interior of the Leased Premises and shall deposit all such trash, garbage, rubbish and refuse, on a daily basis, in receptacles provided and designated for such purpose by Landlord. Landlord shall provide a removal service for emptying such receptacles and shall include the cost thereof as Operating Cost under Section

5.07. Receipt and delivery of goods and merchandise shall be made only in the manner and in the areas prescribed by Landlord. Tenant shall not permit undue accumulations of or burn trash, garbage, rubbish or other refuse within or without the Building.

SECTION 4.06. ADDITIONAL COVENANTS. Tenant further covenants and agrees that it will not: (a) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Leased Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Leased Premises so as to obstruct any driveway, corridor, footwalk, or other Common Area; (b) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, or reception of radio or television broadcasts which is in any manner audible or visible outside of the Leased Premises; (c) cause or permit in Landlord's reasonable opinion objectionable odors to emanate or be expelled from the Leased Premises; (d) use Common Area adjacent to the Leased Premises for the sale or display of merchandise without Landlord's consent, which consent shall not be unreasonably withheld, or for any fire sale, going out of business sale or bankruptcy sale, unless directed by a court order, or other similar type of sale in or connected with the Leased Premises; provided, however, that this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales; and (e) operate its heating or air-conditioning in such a manner as to drain heat or air-conditioning from the premises of any other occupant of the Building or from the Common Area.

## ARTICLE V

### RENT

SECTION 5.01. COMPONENTS OF RENT. Tenant hereby agrees to pay to Landlord as rent for the Leased Premises an amount composed of the aggregate of the components of rent hereinafter identified and defined as Basic Rent, Percentage Rent, Tenant's Proportionate Share of the Operating Cost, and Impositions. The aggregate of all such rentals, together with all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease (whether or not such sums, charges or amounts are referred to as rent), may be referred to hereinafter as "Rental". Rental shall commence to be due and payable on the rental commencement date identified as July 1, 2018 with Starbucks commencing Oct. 1, 2018.

Tenant hereby agrees to pay the Rental in monthly installments on the first day of each calendar month during the Term to Landlord at Office of the Controller, 200 North Seventh Street, Indiana State University, Terre Haute, Indiana 47809 or at such other location as Landlord may designate from time to time, in advance without demand and without any deduction, abatement, counterclaim or set-off. In the event of a partial month at the beginning or end of the term of this Lease, the Rental and any other charges or costs payable by Tenant shall be prorated on the basis of a 30-day month. Any portion of the Rental not paid by the fifth (5th) day after the same is due shall bear a delinquency service charge equal to five cents per dollar per month of such delinquency. Any portion of the Rental not paid by the tenth (10th) day after the same is due shall bear interest from the due date at the Default Rate until paid. All Rental and other charges payable by Tenant pursuant to the terms of this Lease shall be payable without relief from valuation and appraisal laws.

SECTION 5.02. BASIC RENT. Tenant hereby agrees to pay a basic rent (hereinafter, called "Basic Rent" or "Annual Basic Rent") for the Initial Term from the Rental Commencement Date in an amount equal to the greater of (i) the product of \$18 multiplied by the actual square footage of the Leased Premises as outlined in Exhibit A-1 plus Exhibit A-2, All Basic Rent shall be payable in lawful money of the United States. The Annual Basic Rent may increase annually at the option of the landlord by a percentage equal to: the percentage change in the CPI-U (as hereinafter defined) from the CPI-U for the month in which this Lease is executed to a point in time 60 days prior to the end of the then current lease year, utilizing for this purpose the then most recently released and available CPI-U figure at such point in time LESS two percent (2%); provided, however, that Annual Basic Rent shall never decrease; and provided further, that Annual Basic Rent shall not increase by

more than six percent (6%) per year. For purposes of this Lease, "CPI-U" shall mean the 1991 Revised Consumer Price Index for All Urban Consumers (index base 1982 - 84 = 100), All Items, U.S. City Average (which figure for November, 2016 was 240.007).

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

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

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

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

SECTION 5.06. TENANTS RECORDS. Tenant covenants and agrees that the business upon the Leased Premises shall be operated so that a serially numbered duplicated sales slip, invoice or non-resettable cash register receipt, or such other device for recording sales or other transactions as Landlord requires, shall be issued with each sale or transaction, whether for cash, credit or exchange.

For the purpose of permitting verification by Landlord of Annual Percentage Rent, Tenant shall keep and preserve for at least three (3) years following the end of each calendar year, and during the Term shall keep at the Building original or duplicate books and records which shall disclose all information required to determine Gross Sales and which shall conform to and be in accordance with generally accepted accounting principles. Landlord, any mortgagee, their agents or accountants shall have the right during business hours to make such examination or audit thereof as Landlord or such mortgagee may desire.



If such examination or audit discloses a liability for Annual Percentage Rent (or any monthly installment thereof), Tenant shall promptly pay such liability. In addition, if such examination or audit discloses a liability for Annual Percentage Rent (or any monthly installment thereof) equal to or exceeding three percent (3%) of the Annual Percentage Rent previously paid for such period, Tenant shall promptly pay to Landlord the cost of such audit, attorneys' fees incurred by Landlord, if any, and interest at the Default Rate on all such additional Annual Percentage Rent then payable, computed from the date such additional Annual Percentage Rent was due and payable.

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

- (a) Wages, salaries, fringe benefit costs, payroll taxes, unemployment compensation payments, workmen's compensation insurance premiums and other related expenses of all onsite and off-site employees engaged in the operation, administration, maintenance and security of the Building; and the costs of Building employee uniforms and cleaning thereof.
- (b) All labor, supplies and materials used in the operation, cleaning and maintenance of the Building and all of its machinery, equipment and signage.
- (c) Cost of utilities, including water and power, heating, lighting, air conditioning and ventilating the entire Building (including all common and service areas), fuel adjustment charges, sewer use charges and any utility taxes, but excluding utility charges which are separately billed to and paid or reimbursed by specific tenants, including Tenant.
- (d) Cost of all maintenance and service agreements for the Building and the equipment therein, including, without limitation, heating, ventilating and air conditioning maintenance and service, alarm service, trash removal, pest control, and window cleaning and maintenance.
- (e) Accounting costs, including the costs of annual audits by certified public accountants, pertaining to the management and operation of the Building.
- (f) Cost of all insurance, including without limitation, fire, casualty, liability and rental abatement insurance applicable to the Building and Landlord's personal property used in connection with the operation and maintenance of the Building.
- (g) Cost of repairs, replacements and general maintenance of the Building and each part thereof, excluding repairs, replacements and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to other tenants of the Building. However, the cost of capital improvements to structural items in the Building resulting from defects in workmanship or materials or Landlord's desire to change the appearance of the Building and other capital improvements except as stated in (i) below will be excluded.

- (h) Snow removal, landscaping and any and all other common area maintenance costs related to public areas, including sidewalks and landscaping on the Building site.
- (i) Amortization of capital improvements made to the Building subsequent to the Commencement Date of the Lease which may be required by governmental authorities or which will improve the operating efficiency of the Building resulting in a reduction of Operating Costs.
- (j) An administrative cost equal to twelve and one-half percent (12.5%) of Operating Expenses.

All services contracted for by or performed on behalf of Landlord shall be at commercially reasonable rates commensurate with those rates generally available competitively in the locale. To the extent that Tenant pays directly for any utilities or services provided to Tenant, including janitorial services, or performs such services itself, the cost of such utilities or services whether provided to Tenant or any other tenant in the Building shall not be included in Operating Expenses in determining Tenant's Proportionate Share of the Operating Cost of the Building. The initial operating cost (or Common Area Maintenance) is \$6.50 per square foot.

SECTION 5.08. ESTIMATED OPERATING COST. The Estimated Operating Cost for any calendar year shall be Landlord's estimate of the amount of the Operating Cost for the calendar year made prior to commencement of such calendar year. Tenant shall pay its Proportionate Share of the Operating Cost for the year on the basis of the Estimated Operating Cost for that year in twelve (12) equal monthly installments payable on the first day of each month as a part of the Rental. Landlord reserves the right, upon reasonable notice to Tenant, to re-estimate the Operating Cost during the year and to adjust Tenant's monthly installments payable thereafter. Within a reasonable period of time after the end of each calendar year, Landlord shall render to Tenant a statement showing the actual Operating Cost for Landlord's operation of the Building during the prior calendar year, setting forth a computation of Tenant's Proportionate Share of the Operating Cost for the year. In the event that the Estimated Operating Cost for such calendar year was less than the Operating Cost actually accrued for the year, Tenant shall make payment to Landlord of Tenant's Proportionate Share of such difference within a period of twenty (20) days after receipt of the notice thereof. In the event that the Estimated Operating Cost exceeded the actual amount of the Operating Cost for the year in question, Landlord shall credit Tenant for Tenant's Proportionate Share of such excess at the same time as the statement of the actual Operating Cost is delivered to Tenant and apply the credit to future amounts due. Operating Expenses, the Operating Cost, and Estimated Operating Cost during any partial year at the beginning and end of the term of this Lease shall be adjusted proportionately. Tenant shall have the right, at its expense, to audit the Operating Cost data for the Building. If there is a discrepancy between Landlord's figures and the results of the audit, Landlord and Tenant shall negotiate in good faith to resolve the discrepancy; provided, however, that Tenant shall pay the amount disputed pending the resolution thereof. In the event that the parties cannot agree on a resolution within thirty (30) days, the parties shall jointly select an independent certified accountant to resolve the dispute, whose costs will be paid (i) by Tenant if such independent certified accountant determines that Landlord's computation of Tenant's Proportionate Share of the Operating Cost does not exceed by more than five percent (5%) the figure arrived at by such accountant, and (ii) otherwise by Landlord. Each statement furnished by Landlord under this Section shall not be subject to dispute or audit from and after two (2) years from the date of its delivery to Tenant.

SECTION 5.09. IMPOSITIONS. Tenant shall pay to Landlord Tenant's Proportionate Share of all taxes, service payments in lieu of taxes, assessments, excises, levies, fees or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority upon the Building, personal property owned or used in connection with the operation of the Building or upon its operations or the rent provided for in this Lease or payable during the term of this Lease, referred to herein as "Impositions", but excluding any income taxes upon Landlord's rental receipts. It is agreed that Tenant will be responsible for the ad valorem taxes on its own personal property in, on or about the Building, and on the value of any leasehold improvements to the Leased Premises made by Tenant. Tenant shall pay Tenant's Proportionate Share of all Impositions in advance monthly during the calendar year. The amounts payable during the calendar year prior to the time when the actual amount of Impositions payable

that year is determined shall be based upon Landlord's estimate of the amount of such Impositions, to be adjusted in the first month next following the date when the exact amount of such Impositions is determined. Impositions payable during any partial year at the beginning and end of the term of this Lease shall be adjusted proportionately. In the event that a sales tax, gross receipts tax, rent tax or similar tax not now imposed by any taxing authority with jurisdiction is imposed by any taxing authority on the Landlord's Rental or any component thereof or the value of the real or personal property, whether or not in lieu of real and personal property taxes as currently imposed, such taxes, to the extent attributable to Rental payable by Tenant under this Lease, shall be included within the term Impositions and Tenant shall pay Tenant's Proportionate Share thereof in the same manner as other Impositions are paid.

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

## ARTICLE VI

### BUILDING OPERATION AND UTILITY SERVICES

#### SECTION 6.01. UTILITY SERVICES.

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

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

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

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

SECTION 6.02. LANDLORD'S REPAIRS. Landlord shall, subject to the provisions of Article V hereof, keep the foundation, exterior Building walls, skylights, common area entrances (excluding door frames, window frames, doors,

windows storefronts and glass), the roof, and all structural parts of the Building in good repair, and if necessary or required by proper governmental authority, make modifications or replacements thereof, except that Landlord shall not be required to pay for any such repairs or replacements, which become necessary by reason of the negligence of Tenant, its agents, employees, subtenants, concessionaires, licensees, invitees, customers or contractors unless covered by insurance against such hazards, however caused.

SECTION 6.03. TENANT'S REPAIRS. All repairs, replacements or maintenance to the Leased Premises and any installations, equipment and facilities therein or serving the Leased Premises which are not the express obligation of Landlord shall be made by Tenant, and the same shall at all times be kept in good order, condition and repair by Tenant, and in a clean, sanitary and safe condition in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction. Without limiting the generality of the foregoing, Tenant shall keep the interior of the Leased Premises, including but not limited to all doors, gate, windows and glass, door and window frames, electrical, plumbing, heating, ventilating and air-conditioning systems or facilities or other mechanical installations therein or serving the Leased Premises (whether installed by Landlord or Tenant), in good order, condition and repair and shall make all replacements from time to time required thereto at its expense; Tenant shall replace promptly any cracked or broken glass of the Leased Premises with glass of like kind and quality. Tenant shall not overload the electrical wiring serving the Leased Premises or within the Leased Premises, and shall install at its expense, subject to Section 6.04, any additional electrical wiring which may be required in connection with Tenant's operation or use of the Leased Premises. Any damage or injury sustained by any person or property because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair are the responsibility of Tenant hereunder, shall be paid by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all liability in connection therewith, including, but not limited to, attorneys' and other professional fees, and any other cost, which Landlord might reasonably incur. In addition, Tenant shall repair or replace any damage or injury done to the Building, or any part thereof, outside of the Leased Premises caused by the negligence of Tenant or its agents, employees, subtenants, concessionaires, licensees, or contractors. All repairs or replacements shall be undertaken by (i) contractors chosen by Tenant and approved by Landlord, or (ii) Landlord upon the request of Tenant. If Landlord, pursuant to Tenant's request, makes any such repair or replacement, Tenant shall reimburse Landlord for all costs associated with such repair or replacement within thirty (30) days after receipt of Landlord's invoice. Unless Tenant requests Landlord to do the work, if Tenant fails to have such repairs or replacements made promptly after notice, Landlord may, at its option, make such repairs or replacements and Tenant shall repay the costs thereof to Landlord upon demand. In the event Tenant requests Landlord to do the work, if Tenant fails to reimburse Landlord for the cost of such repair or replacement made within thirty- (30) days after Landlord's request therefore, then Tenant shall repay the costs thereof to Landlord upon demand. If Tenant does not pay as demanded, the amount shall be treated as an advance under Section 11.03.

SECTION 6.04. ADDITIONS ALTERATIONS AND IMPROVEMENTS. Tenant shall not permit the Leased Premises to be used for any other purpose than that stated in Section 4.01 hereof. Tenant shall not make or allow to be made any alterations or physical additions (including, without limitation, painting or decorating any part of the exterior or interior of the Leased Premises) in or to the Leased Premises (including, without limitation, any alterations of the storefront or signs, structural alterations, or any cutting or drilling into any part of the Leased Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Leased Premises) unless Tenant shall have caused plans and specifications therefore to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Landlord's written approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in good and workmanlike manner during hours other than regular business hours of the Building (unless Landlord expressly approves in writing other hours for the performance of such work) and without interference with or disruption to the operations of other tenants and occupants of the Building. All additions, alterations, and improvements shall be made under no lien contracts in compliance with IC 32-8-3-1 and shall provide for specific lien waivers from all persons otherwise entitled to a lien in exchange for each progress payment. All contractors, mechanics or laborers used by Tenant in performance of any such work shall be duly qualified and insured subject to Landlord's prior approval, which approval shall not be unreasonably withheld. Any and all such alterations, additions or improvements when made to the Leased Premises by Tenant shall at once become the property of Landlord and shall be

surrendered to Landlord upon the termination of this Lease by lapse of time or otherwise unless Landlord, by notice to Tenant no later than forty-five (45) days prior to the date fixed as the expiration of this Lease, elects to have them removed immediately at Tenant's expense. Landlord, upon the request of Tenant, shall remove the same and Tenant shall reimburse Landlord for all costs associated therewith. Tenant shall reimburse Landlord within thirty (30) days after receipt of Landlord's invoice. If Tenant fails to reimburse Landlord for the cost of such removal within thirty (30) days after Landlord's request therefore, then Tenant shall repay the costs thereof to Landlord upon demand. If Tenant does not pay as demanded, the amount shall be treated as an advance under Section 11.03. Notwithstanding anything herein contained to the contrary, however, Tenant shall not be required to remove initial non-Building Standard Work or any non-structural improvements to which Landlord expressly and in writing consents. This section shall not apply to movable equipment or furniture of Tenant other than as related to damage to the Building caused by the installation or removal of any such alterations, additions or improvements. Tenant's right to reimbursement for the unamortized value of the improvements and alterations to the Leased Premises, if any, shall be as provided in Section 7.7 of the Food Service Agreement.

SECTION 6.05. LIENS. Tenant shall keep the Leased Premises free from any liens including, but not limited to, mechanics' liens. In the event any lien attaches to the Leased Premises, Tenant shall, within ten (10) days cause the lien to be removed or make provision for the possible payment thereof by the posting of a bond in the amount of one hundred fifty percent (150%) of the amount of such lien, or Landlord may, after thirty (30) days' written notice to Tenant, pay the amount of such lien to cause its release and the payment shall be deemed an Advance under Section 11.03.

SECTION 6.06. USE OF COMMON AREA. The "Common Area" shall be defined as all that portion of the public spaces within and without the Building, including, without limitation, the area indicated as Common Area on Exhibit A-1. Landlord hereby grants to Tenant, its employees, agents, subtenants, concessionaires, licensees, customers and invitees, the non-exclusive right to use the Common Area as from time to time constituted, such use to be in common with Landlord and all tenants of the Building from time to time, and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees. No portion of the Common Area shall be used by Tenant for any purpose whatsoever other than, or that would interfere with, pedestrian traffic or seating pursuant to Section 6.07 below.

SECTION 6.07. SEATING. Landlord shall furnish and install or shall cause to be furnished and installed within the area of the Building designated for seating on the attached Exhibit A-1, such equipment, tables, chairs, accessories and other property, as Landlord shall deem appropriate for the convenience of the customers of the tenants of the Building. Landlord shall be the sole owner of all equipment, fixtures and other property furnished and installed by Landlord pursuant to this section, and the seating area shall at all times be subject to the control and management of Landlord pursuant and subject to this Lease. Tenant shall have the right from time to time at its expense and subject to Landlord's written consent, which consent shall not be unreasonably withheld, to make or permit changes to, rearrangements of, additions to, subtractions from, or alterations or modifications of the seating area, as well as the number, type, design and style of any equipment, fixtures or other property located in the seating area.

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

## **ARTICLE VII**

### **SECURITY**

SECTION 7.01. SECURITY DEPOSIT. Intentionally waived.

SECTION 7.02. LANDLORD'S LIEN. Intentionally omitted.

## **ARTICLE VIII**

### **ASSIGNMENT AND SUBLETTING**

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

## **ARTICLE IX**

### **NON-LIABILITY, INDEMNIFICATION, AND INSURANCE**

SECTION 9.01. EXCULPATION OF LANDLORD, WAIVER OF CLAIMS BY TENANT. Landlord and its agents and employees shall have no liability to Tenant or its agents, employees, subtenants, concessionaires, licensees, invitees or customers for any damage to the property of Tenant or its agents, employees, subtenants, concessionaires, licensees, invitees or customers, including any consequential damages arising there from, irrespective of the cause of such damage and whether or not caused, or alleged to be caused, in whole or part, by the joint or several negligence, breach of contract, breach of warranty, or other breach of duty on the part of Landlord, its agents or employees. No such occurrence shall be deemed to

be an actual or constructive eviction from the Leased Premises or result in an abatement of Rental except as provided in Article X. Tenant agrees to carry plate glass insurance (naming Landlord as an additional insured), if plate glass is part of the Leased Premises, and such insurance as it deems adequate to fully protect it against loss or damage to such property by any casualty that is coverable by fire and extended coverage insurance, and all such insurance shall contain or be endorsed with a clause-permitting waiver of rights of recovery prior to a loss and waiving all rights of subrogation. Tenant hereby waives all claims for recovery from and releases Landlord and its agents or employees, and hereby waives all claims of recovery from and releases other tenants from time to time of the Building and their agents or employees, for any loss or damage to the property of Tenant to the extent that such loss or damage is or could have been insured by valid and collectible fire and extended coverage insurance policies in standard form containing a waiver of subrogation endorsement; it being the intent of the parties hereto to assign the entire risk of loss arising out of damage to Tenant's property to Tenant or to Tenant's insurance carrier pursuant to such policies of insurance. Landlord shall use reasonable efforts to require other tenants from time to time of the Building to make similar waivers with respect to other tenants from time to time in the Building in their respective leases.

SECTION 9.02. PUBLIC LIABILITY INSURANCE FOR LEASED PREMISES. Tenant agrees to procure and maintain during the Term a policy or policies of insurance written by a responsible insurance company or companies that is acceptable to the landlord (which may be written to include the Leased Premises in conjunction with other premises owned or operated by Tenant) insuring both Landlord and any mortgagees of Landlord and Tenant against any and all losses, claims, demands or actions or injury to or death of any one or more persons in any one occurrence to the limit of not less than Ten Million Dollars (\$10,000,000) / Twenty Five Million Dollars aggregate (\$25,000,000) and for damage to property in the amount of not less than Ten Million Dollars (\$10,000,000) / Twenty Five Million Dollars aggregate (\$25,000,000) arising from Tenant's conduct and operation of its business in the Leased Premises with contractual liability endorsements, and to furnish to Landlord certificates evidencing the existence thereof.

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

SECTION 9.04. TENANT'S INDEMNITY Tenant shall indemnify Landlord and hold Landlord harmless from and against all loss, cost, liability or expense arising out of or related to claims of injury to or death of persons or damage to property occurring or resulting from the use or occupancy of the Leased Premises or any activities of Tenant, its agents, contractors, employees, invitees, concessionaires, licensees, customers in or about the Leased Premises or the Building, such indemnity to include, without limitation, the obligation to provide all costs of defense against any such claims; provided, however, that the foregoing indemnity shall not apply to any claims arising by reason of the negligence or wrongful acts of Landlord, Landlord's agents, contractors, employees, invitees or licensees, including such acts relating to the Building structure.

## ARTICLE X

### DESTRUCTION AND DAMAGE

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

SECTION 10.02. RESTORATION. In the event of damage to the Leased Premises by fire or other casualty, Landlord shall, to the extent of available insurance proceeds not applied by any mortgagee to any indebtedness secured by a mortgage on the Building or any estate therein and to the extent required to do so under the terms of its Sublease from the Indiana State University Foundation, repair the damaged portions of such premises to tenantable condition for use by Tenant as soon as is

reasonably possible. Landlord shall have no duty to pay for repair, restoration or replacement of Tenant's fixtures or improvements originally installed by or for Tenant which are not a part of the Building Standard Work or which are not otherwise covered by Landlord's insurance; provided, however, that Landlord shall, at Tenant's sole cost and expense, repair, restore or replace the same at the request of Tenant. In the event of the substantial destruction of the Leased Premises or the Building to the extent that Landlord shall decide not to rebuild the Building in the same manner as originally constructed, this Lease shall be terminated as of the date of such destruction or damage with all Rental paid or refunded so as to adjust to the date of such destruction or damage. In the event that damage to the Building as the result of any casualty is such that the Leased Premises are substantially destroyed and cannot be used by Tenant for its normal business operations for a period of eight (8) months or more, either Landlord or Tenant may cancel and terminate this Lease with all Rental paid or refunded so as to adjust to the date of such destruction or damage. Notwithstanding anything contained to the contrary herein, Tenant shall have the right to terminate this Lease in the event of damage or destruction which material affects Tenant's operation under this Lease, effective as of the date of such destruction or damage.

## **ARTICLE XI**

### **DEFAULTS AND REMEDIES**

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

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



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

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

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

In the event that Landlord should relet the Leased Premises or some portion thereof during the balance of the term of this Lease, the proceeds of such reletting, after deduction of all reasonable costs in connection with repossession and reletting of the Leased Premises (including, without limitation, all reasonable attorneys' fees, leasing commissions, remodeling costs and similar expenses) shall be applied to satisfaction of Tenant's obligations hereunder. Landlord shall have the right at any time to file suit to recover any sums which have fallen due under this Lease from time to time on one or more occasions without being obligated to wait until the expiration of the term of this Lease, including, but not limited to, past due Rental, interest, late payment charges, advances, and attorneys' fees. Landlord shall also be entitled to recover immediately as damages from Tenant a sum of money equal to the total of the cost of recovering possession of the Leased Premises, the unpaid Rental owed at the time of such termination or repossession, the present value of the difference between the balance of the Rental for the remainder of the originally stated Term less the fair market rental value of the Leased Premises for such period (utilizing, for purposes of such calculation, a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest the location of the Building), and any other sum of money or damages owed by Tenant to Landlord. If such termination shall take place after the expiration of two (2) or more full calendar years, then, for purposes of computing such damages, (a) the Annual Percentage Rent payable with respect to any year following termination (including the year in which such termination shall take place) shall be conclusively presumed to be an amount equal to the average Annual Percentage Rent payable with respect to the two (2) full calendar years immediately preceding the month in which written notice of such termination was given, and (b) the Operating Cost and Impositions shall be conclusively presumed to be an amount equal to the average Operating Cost and Impositions with respect to the full calendar year immediately preceding the month in which written notice of such termination was given.

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

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

## **ARTICLE XII**

### **EMINENT DOMAIN**

SECTION 12.01. EFFECTS OF TAKING. If substantially all of the Building should be taken under exercise of the power of eminent domain, either Landlord or Tenant may elect to terminate this Lease or to continue the same in effect. Tenant shall have no other right to terminate as a result of such taking, unless as provided for by law or in this Lease. If Landlord elects to continue the Lease, the Annual Basic Rent shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall be responsible for procuring from the Indiana State University Foundation the performance of all work necessary to make the Leased Premises usable by Tenant in addition to all work necessary in other portions of the Building as a result of such taking. In the event of termination of this Lease by either Landlord or Tenant, notice of such termination shall be given to the other party within thirty (30) days after possession of the portion of the Leased Premises is taken by the condemning authority. Such termination shall be effective as of the later of the date when possession of the Leased Premises is surrendered to Landlord or the date when possession of any part of the Leased Premises is taken by the condemning authority.

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

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

## **ARTICLE XI11**

### **TENANT'S CERTIFICATES**

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

## ARTICLE XIV

### RESERVED RIGHTS

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

SECTION 15.02. REPAIRS. Landlord reserves the right to enter the Leased Premises as may be necessary from time to time, upon 24 hours advance notice to Tenant (except in the event of an emergency in which case no notice shall be required), for the purpose of making repairs or alterations thereto or to the Building as may be required for the safety, protection and preservation of the Leased Premises and the Building. The reservation of such right of entry shall not enlarge in any way the obligations of Landlord for maintenance and repair of the Building or Leased Premises as otherwise provided in Article VI hereof. Any such repairs or alterations shall be made, to the extent reasonably possible, so as not to unreasonably interfere with the conduct of Tenant's business.

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

SECTION 15.04. EXHIBITION OF PREMISES. Landlord reserves the right to enter the Leased Premises during Tenant's normal business hours and with 24 hours advance notice to Tenant for the purpose of exhibiting the Leased Premises

to prospective purchasers or prospective or existing mortgagees, and during the fast ninety (90) days of the Term of this Lease for the purpose of exhibiting the same to prospective tenants.

SECTION 15.05. EXTENSION OF BUILDING SERVICES. Tenant shall permit Landlord to use, maintain and replace pipes, conduits, wires and ductwork in and through the Leased Premises and to erect new pipes, conduits, wires and ductwork therein as may be required for service to other portions of the Building and to enter upon the Leased Premises, upon 24 hours advance notice to Tenant (except in the event of as emergency in which case no notice shall be required), as may be required for the exercise of such rights. If such pipes, conduits, wires and/or ductwork materially reduce the size of the Leased Premises and they are for *the* benefit of space in the Building other than the Leased Premises, then the actual number of square feet in the Leased Premises shall be remeasured and Annual Basic Rent shall be adjusted accordingly. If, however, such pipes, conduits, wires and/or ductwork are for the benefit of the Leased Premises, no remeasurement shall be made and Annual Basic Rent shall not be adjusted. The exercise of any such rights shall be conducted, to the extent reasonably possible, so as not to unreasonably interfere with the conduct of Tenant's business.

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

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

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

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

**ARTICLE XV**

**RIGHTS ON TERMINATION**

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

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

**ARTICLE XVI**

**NOTICES**

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

If to the Landlord: Indiana State University Board of Trustees  
200 North Seventh Street  
Terre Haute, Indiana 47809  
Attention: Senior Vice President for Finance &  
Administration/University Treasurer

With a copy to: Office of the General Counsel  
Indiana State University  
200 N. 7<sup>th</sup> Street  
Terre Haute, Indiana 47809

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

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

## ARTICLE XVII

### MISCELLANEOUS AGREEMENTS

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

SECTION 18.02. REPRESENTATIONS. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the Leased Premises, the Building, the land upon which the Building is erected, the Rental, expenses of operation of the Building or any other matter or thing affecting or related to the execution of this Lease except herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. All understandings and agreements heretofore made between the parties hereto are merged in this Lease which alone fully and completely expresses the agreement between Landlord and Tenant and any agreement hereafter made shall be ineffective to change, modify or amend it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the changes, modification or amendment is sought.

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

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

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

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

SECTION 18.07. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and in force to the fullest extent permitted by law.

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

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

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

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

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

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

SECTION 18.14. JOINT AND SEVERAL LIABILITY. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder

shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or deemed any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are subject to personal liability, the liability of each such member shall be joint and several.

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

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

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

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

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

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

SECTION 18.21. SIGNS AND ADVERTISING. Tenant covenants and agrees that it will not place or suffer to be placed or maintained on or about the Leased Premises any sign, advertising matter or any other thing of any kind unless the same is placed and maintained in accordance with the prior written approval of Landlord. Tenant shall, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times, and in accordance with all laws and ordinances. Tenant shall install and maintain at all times, subject to the other provisions of his Lease, displays of merchandise in the show windows (if any) of the Leased Premises. All articles and their arrangement, style, color and general appearance in the interior of the Leased Premises including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Building, as determined by Landlord. Landlord reserves the right to require Tenant to correct any non-conformity.

SECTION 18.22. EXCLUSIVE RIGHTS. The rights granted herein for operation within the Building shall be, and are exclusive to, Tenant for sale of all food and beverage products within the Building. Tenant shall not prohibit the occasional



use of the Building for charitable and campus oriented fund raising activities such as, by way of example, bake sales and international food tastings.

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

**ARTICLE XVIII**

**RESTAURANT TENANTS**

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

SECTION 19.02. HEALTH CARD. Intentionally omitted.

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

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

THE INDIANA STATE UNIVERSITY  
BOARD OF TRUSTEES

SODEXO SERVICES OF INDIANA LIMITED  
PARTNERSHIP

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

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

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

(signature)

\_\_\_\_\_  
(printed name and title)

\_\_\_\_\_  
(printed name and title)

Signature Date: \_\_\_\_\_ Signature Date: \_\_\_\_\_

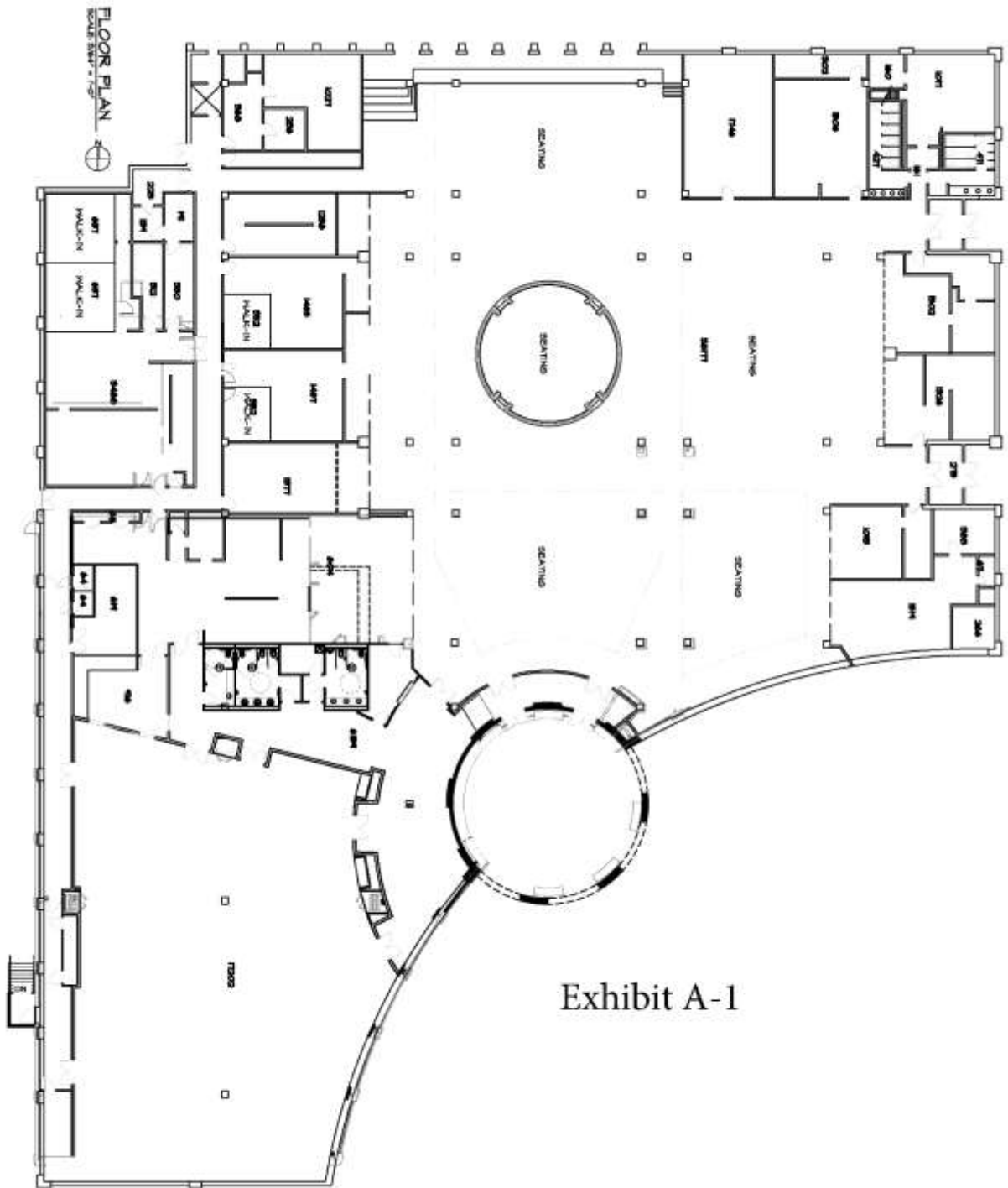


Exhibit A-1


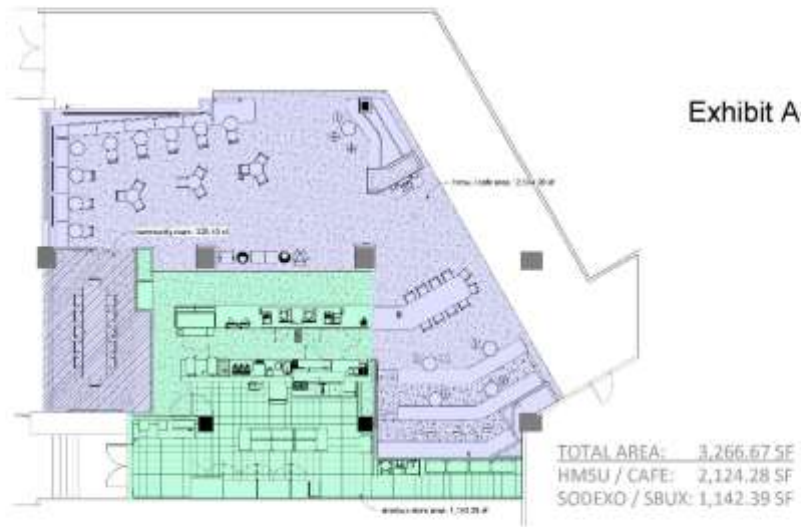
289	HESU COMMONS MASTER SET <b>FLOOR PLAN</b>	<b>INDIANA STATE UNIVERSITY</b> Facilities Management Department 451 Sycamore Street Terra Haute, Indiana 47809 Phone: (812) 251-8100 Fax: (812) 251-7680	
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Exhibit A-2



arcDESIGN ARCHITECTURE + INTERIORS INDIANA STATE UNIVERSITY STARBUCKS ASSIGNABLE AREA PLAN - 11.12.2018

RULES OF THE HMSU COMMONS  
HANDBOOK SUPPLEMENT  
Hulman Memorial Student Union Complex  
Indiana State University, Terre Haute, Indiana

1. The lobby, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any tenant or used for any purpose other than for ingress to and egress from the Leased Premises and for delivery of merchandise and equipment in a prompt and efficient manner using only elevators and passageways designated for such delivery by Landlord. There shall not be used in any space or in the Common Area of the Hulman Memorial Student Union Commons (hereinafter "HMSU Commons") either by any tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks other than those equipped with rubber tires and sideguards.

2. The wash basins, water closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed and no sweeping, rubbish, rags, acids or other substances shall be deposited or therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose agents, employees or visitors, shall have caused it.

3. No tenant shall sweep or throw or permit to be swept or thrown from the Leased Premises any dirt or other substance into any of the corridors, halls, elevators or stairways of the HMSU Commons, and tenants shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the HMSU Commons by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or bird be kept in or about the HMSU Commons. Smoking or carrying lighted tobacco products in the HMSU Common is prohibited. Cooking in the HMSU Commons is prohibited unless Tenant's customary business specifically includes such use. Use of any part of the Leased Premises as a residence is prohibited.

4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of the Leased Premises or the Building or on the inside of the Leased Premises if the same is visible from the outside of the Leased Premises without the prior consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to any tenant violating this rule. Tenant shall reference the name of the HMSU Commons in any advertising, but shall obtain prior approval of the type of reference from Landlord.

5. No tenant shall mark, paint, drill into, or in any way deface any part of the Leased Premises or the HMSU Commons of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of Landlord and as Landlord may direct. No tenant shall lay linoleum or other similar floor coverings so that the same shall come in direct contact with the floor of the Leased Premises, and if linoleum or other similar floor covering is desired to be used, and interlining of builder's deadening felt shall first be affixed to the floor by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

6. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the Leased Premises only on the freight elevator, if any, and through the service entrances and corridors, and only during hours and in a manner approved by Landlord. Landlord reserves the rights

to inspect all freight to be brought into the HMSU Commons and to exclude from the HMSU Commons or the Lease of which these rules are a part.

7. Landlord reserves the right to exclude from the interior Common Area of the HMSU Commons between the hours of 12:00 P.M. and 7:00 A.M. and at all hours on legal holidays all persons who do not present a pass to the HMSU Commons signed by Landlord. In such event, Landlord will furnish passes to persons for whom any tenant requires same in writing. Each tenant shall be responsible for all persons for whom it requests such pass and shall be liable to Landlord for all acts of such persons.

8. Landlord shall have the right to prohibit and advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the HMSU Commons or its desirability as a first class retail/food service establishment, and upon written notice from Landlord, tenant shall refrain from or discontinue such advertising.

9. Tenant shall not bring or permit to be brought or kept in or on the Leased Premises any inflammable, combustible or explosive fluid, material, chemical, or substance, with the exception of cooking products where Tenant's customary business includes cooking. Tenant shall not cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the Leased Premises.

10. Canvassing, peddling, soliciting and distribution of handbills or any other written materials in the HMSU Commons are prohibited, and each tenant shall cooperate to prevent the same.

11. Landlord may waive any one or more of these Rules for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules in favor on any other tenant or tenants, no prevent Landlord from thereafter enforcing any such Rules against any or all of the tenants of the HMSU Commons.

12. Tenant shall become a member of any Merchants Association established by Landlord for the tenants of the HMSU Commons and shall pay all dues assessed by such Association and shall participate, in accordance with Tenant's Proportionate Share for Operating Costs, in all promotions and advertisements sponsored by such Association.

13. All signage and/or artwork bearing Indiana State University logos, marks or indicia in any manner must be authorized and approved by the University.

14. These Rules of the HMSU Commons are in addition to, and shall not be constructed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the HMSU Commons.

15. Landlord reserves the right to make such other reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the HMSU Commons, and for the preservation of good order therein.

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## 3b2 Informational Item, 2017-18 Audited Financial Statements

The 2017-18 audited financial statements received an unmodified audit opinion from the Indiana State Board of Accounts reflecting the FY18 financial statements were presented fairly, in all material respects, in accordance with generally accepted accounting principles.

## 3c Modification to the University Handbook

### 3c1 Reorganization of University Handbook to Policy Library

**Rationale:** The administration requests approval of transition of the University Handbook into a University Policy Library, approval of Policy 100 Establishment of University Policy Library, and approval of the renumbering and/or renaming of ISU Policies as set forth in the chart below. The University Policy Library, as successor to the University Handbook, will provide more comprehensive information about approved university policies and easy access to relevant policy information for ISU community members. All policies in the Policy Library will be reviewed on a rolling three year basis on a scheduled reviewed by the President's Cabinet and approved by the president. Annual reviews will be coordinated by the Office of the General Counsel. No substantive modifications to ISU Policy are involved in this transition. The Policy Library will replace the existing Handbook site in January 2019, and the University community will be advised about the modifications through a communication campaign during the spring 2019 semester.

#### Proposed Resolution Adopting the University Policy Library

WHEREAS, the first Indiana State University Handbook was published in 1961 under the title Administration – Organization, Policies and Procedures and has continued to be published in print or online form since its initial publication; and

WHEREAS, the University Handbook has traditionally described the history, administrative organization, policies and procedures that govern the University, including but not limited to the bylaws of the Board of Trustees, the constitution and bylaws of the University Faculty Senate, the bylaws of the Staff Council the constitution and bylaws of the Student Government Association, operational policies of major University Divisions, and all other University policies the Board determines appropriate; and

WHEREAS, the policies stated in the Handbook are subject to change at the sole discretion of the Indiana State University Board of Trustees; and

WHEREAS, the University Handbook did not create a contract of employment between ISU and its employees and established generally that the employment relationship between ISU and an employee is at-will and either the employee or ISU could terminate the employment relationship at any time, for any reason, with or without cause, unless a specific provision in the Handbook provided otherwise. The University Handbook also established that certain provisions related to tenured and tenure-track faculty were exceptions to the at-will relationship, and that no supervisor, manager, or representative of ISU other than the Indiana State University Board of Trustees has the authority to approve any agreement regarding the terms of employment that changes the employment relationship or deviates from the provisions in this Handbook, except to the extent authority has been delegated; and

WHEREAS, the University administration recommends adoption of an updated Policy Library as successor to the current University Handbook, which shall retain the underlying authority of the Indiana State University Board of Trustees and the spirit of shared governance and increase transparency and access to information for members of the University community.

NOW THEREFORE, BE IT RESOLVED that the Indiana State University Board of Trustees adopts the Policy Library format as presented by the General Counsel, approves adoption of Policy 100 Establishment of University Policy Library, approves the renumbering and/or renaming of ISU Policies as set forth in the chart below, and approves updated of numbering references throughout the Policy Library consistent with the chart below. No substantive modifications to ISU Policy are involved in this transition, which will take effect in January 2019.

<b>Current Numbering</b>	<b>Proposed Numbering</b>
Policies 100.1 through 100.14	Deleted in its entirety; substantive provisions moved to Policy 100 Establishment of University Policy Library
---	Policy 100 Establishment of University Policy Library (see text below)
Policy 210 Mission, Vision and Core Values	Policy 110 Mission, Vision and Core Values
Policy 220 Indiana State University Board of Trustees	Policy 120 Authority of ISU Board of Trustees
Policy 225 Bylaws of the ISU Board of Trustees	Policy 124 Bylaws of the ISU Board of Trustees
Policy 226 Policies and Procedures of the ISU Board of Trustees	Policy 126 Policies and Procedures of the ISU Board of Trustees
Policy 230 Office of the President	Policy 130 Delegation and Authority of the ISU President and Presidential Succession
Policy 245 Constitution of the Faculty of Indiana State University	Policy 145 Constitution of the Faculty of Indiana State University
Policy 246 Bylaws of the Faculty Senate	Policy 146 Bylaws of the Faculty Senate
Policy 255 Bylaws of the Staff Council	Policy 155 Bylaws of the Staff Council
Policy 265 Constitution of the Indiana State University Student Government Association	Policy 165 Constitution of the Indiana State University Student Government Association
Policy 405 Student Educational Records	Policy 205 Student Educational Records
Policy 930 Acceptable Use of Information Technology	Policy 810 Acceptable Use of Information Technology
Policy 931 Computer Software	Policy 820 Computer Software
Policy 932 Data Security and Management	Policy 830 Data Security and Management
Policy 935 Use of Electronic Mail	Policy 840 Use of Electronic Mail
Policy 936 Email as Official Communication to Students	Policy 850 Email as Official Communication to Students
Policy 937 University-Related Websites	Policy 860 University-Related Websites
Policy 938 Web Publications	Policy 870 Web Publications
Policy 939 Domain Naming	Policy 880 Domain Naming
Policy 940 Non-Profit Website Hosting	Policy 890 Non-Profit Website Hosting

## **Policy 100 Establishment of University Policy Library**

**100.1 University Handbook History.** The first Indiana State University Handbook was published in 1961 and has continued to be published in print or online form since its initial publication. The University Handbook has traditionally described the history, administrative organization, policies and procedures that govern the University, including but not limited to the bylaws of the Board of Trustees, the constitution and bylaws of the University Faculty Senate, the bylaws of



the Staff Council, the constitution and bylaws of the Student Government Association, operational policies of major University Divisions, and all other University policies the Board determines appropriate.

**100.2 University Policy Library.** The University Policy Library is hereby established as the successor to the Indiana State University Handbook. The University Policy Library shall retain all policies previously approved by the Board of Trustees, subject to modification from time to time. The President or the president's designee shall be responsible for the regular review of policies.

**100.3 Policies Subject to Change at Sole Discretion of Trustees.** The policies contained in the University Policy Library are subject to change at the sole discretion of the Indiana State University Board of Trustees. The University Policy Library, as successor to the University Handbook, supersedes all prior handbooks or written policies of Indiana State University that are inconsistent with its current provisions.

**100.4 University Policies Do Not Create a Contract. The** University Policy Library does not create a contract of employment between ISU and its employees. Generally, the employment relationship between ISU and an employee is at-will and either the employee or ISU may terminate the employment relationship at any time, for any reason, with or without cause, unless a specific provision in the Handbook provides otherwise. The University Policy Library establishes that certain provisions related to tenured and tenure-track faculty are exceptions to the at-will relationship. No supervisor, manager, or representative of ISU other than the Indiana State University Board of Trustees has the authority to approve any agreement regarding the terms of employment that changes the employment relationship or deviates from the provisions in this Handbook, except to the extent authority has been delegated.

**Recommendation:** Approval of the resolution.

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## 3c2 Informational Item, 246.15 Temporary Faculty Advocate

### Rationale:

The proposed change is being made to accomplish the following: increase the number of candidates in the candidate pool, establish the Temporary Faculty Advocate prior to the beginning of Fall Semester, and add to stability in the office.

### 246.15 Temporary Faculty Advocate

The Temporary Faculty Advocate (TFA) is a part-time or full-time Lecturer selected to serve a ~~one-year~~two-year term which begins ~~on the Monday prior to the September Faculty Senate meeting~~at the start of the Fall Semester (the "return date" for Faculty).

**246.15.1 Selection.** The TFA is selected by the Provost from a list of no more than three (3) nominees provided by the Executive Committee of the Faculty Senate.

**246.15.1.1 Nomination Call.** The Chairperson of the Faculty Senate will send a call for nominations to all ~~known temporary faculty~~Department Chairpersons ~~not before the first day of classes and~~ not later than ~~the last day to add classes~~April 1st for a Fall term. Chairpersons will be allowed 5 days to nominate any part-time or full-time Lecturer for whom they have a reasonable expectation of reappointment during the next fall and spring terms. Nominations will be taken for five (5) working days.

**246.15.1.2 Statements of Interest.** Nominees will be asked to provide the Executive Committee a Statement of Interest within five (5) working days.

**246.15.1.3 Survey of Support.** ~~By April 20<sup>th</sup>, an~~ An electronic survey of temporary faculty will be conducted ~~among the temporary faculty with five (5) working days to respond so as to~~ gauge support for each candidate. That survey will include all statements of interest. Temporary Faculty will be allowed 5 working days to respond.

**246.15.1.4 Role of the Officers of the Senate.** The officers may, using the statements of interest and the survey of support, conduct interviews with some or all of the candidates.

**246.15.1.5 Executive Committee Role.** With the results of the survey and interviews, if conducted, the Executive Committee will choose no more than three (3) nominees for consideration by the Provost. Preference should be given to temporary faculty where there is a reasonable expectation that the faculty member will ~~have a Spring teaching appointment.~~ will be appointed for the next fall and spring terms.

**246.15.1.6 Provost Selection.** The Provost will appoint the Temporary Faculty Advocate prior to the Faculty return date for the fall semester or within five (5) working days of the Executive Committee's recommendation, whichever is later.

246.15.1.6.1 Vacancy. The Provost may fill a mid-term vacancy from the same nominee recommendations provided. If the viable nominees are exhausted, the Provost will ask the Officers of the Executive Committee to begin a new search for nominees to begin a 2-year term following procedures specified above.

246.15.1.6.2 Ineligibility. Candidates for the Temporary Faculty Advocate position who are not re-hired as a Temporary Faculty member shall be removed from further consideration (or service) as the Temporary Faculty Advocate during the period of separation.

**246.15.2 Duties.** The TFA is responsible for delivering a report and participating in meetings of the Senate as well as meetings of the Faculty Affairs Committee. The TFA is the point-person for temporary faculty concerns and is expected to make contact information available to the temporary faculty.

**246.15.3 Compensation.** The TFA will be compensated in an amount equal to the base temporary faculty compensation for one-credit hour of teaching. Compensation will be paid on 11/1, 3/1, and 6/1.

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## 3d Candidates for Degrees

**Recommendation:** Approval of the candidates for degrees subject to completion of the requirements.

### **Doctor of Philosophy**

Albishi, Saud  
Althobaiti, Abdullah Eidhah  
Aupperle, Jeffry Todd

Chukwu, Ignatius Ogoegbunam  
Cook, Gregory Daniel  
Flamm, Andrew R.  
Hannon, Shawn Marie  
Ireland, Bridget Kathleen  
Jackson II, Eric Deville  
Janiak, Julie Ann  
Kates, Christopher A.  
Kinsey, Brent Allen  
Kuhn, Christopher Corey  
McManus, Megan Elizabeth  
Rojas, Vanessa  
Stewart, Csilla Melinda  
Thalheimer, Steven Wayne  
Townsend, Tora Hope  
Whybrew, Amanda  
Yates, Bradley Donald

**Doctor of Physical Therapy**

Underwood, Dylan Curtis

**Doctor of Psychology**

Smith, Elizabeth A.

**Educational Specialist**

Baker, Brenten Matthew  
Fifer, Kimberly Reina  
Hitt, Dustin William  
Rayl, Tim R.

**Master of Arts**

Arrambide, Karina Jenell  
Borkowski, Daniel Ambrose  
Coleman, Kristofer Deondre  
Koll, Kristopher Mathew  
Kwiecinski, Kimberley Anne  
Lima, Carla Rigo  
Salvatierra Lima, Natalia  
Swem, Daniel J.  
Truax, Brendon David  
VanLaningham, Andrew W.

**Master Business Administration**

Akrin, Muhannad Mohammed  
Bajwa, Daljot Singh  
Bayed, Sara  
Belhaj Haddou, Zakaria  
Bridgewater, Trevor Martin

DeLisle, John-Michael Allen  
Gilbert, Holly Nichole  
Kendrick, Ezell  
Kennouda, Salma  
Kuper, Thomas Matthew  
Lakhdar, Jihane  
Lewsader, Meagan M.  
Mitchell, Andrew Alexander  
Rompf, Deitrich Howard  
Vickers, Taylor William  
Williams, Alanna Karin  
Williams, Matthew David

**Master of Education**

Churchill, Jessica Arlene  
Damiano, Anne Margaret  
Hutchinson, Monique D.  
Pearson, Katherine Christina  
Yoars, Katie Leann  
Zaffron, Jacob M.

**Master of Fine Art**

Lucas, Stephen James  
Naidu, Rajesh Nagarajan  
Norman, Kinsey Nichole  
Payne, Virginia Lea

**Master of Music**

Wen, Tianxi  
Zheng, Qiwen

**Master of Public Administration**

Dias, Nihusa P.  
Meyer, Angela  
Miller, Dustin Ross  
Murphy, Jacob Allan  
Nichols, Kamwren Seth  
Sheehan, David Patrick  
Wycoff, Jason Leroy

**Master of Science**

Adekoya, Seun Samuel  
Alismail, Hossam Abdulrahman  
Allsup, Jase Paul  
Ames, Nicholas Andrew  
Anderson, Morgan  
Anderson, Rachel Emily  
Arnes, Jessica Lynn  
Azbell, Bethany Lynn

Bailey, Ryan  
Baker, Jessica Nicole  
Banks, Lindsay Nicole  
Bault, Gabriel Luke  
Bawel, Kata Marie  
Beckman, Kathryn T.  
Boss, Bailey Renea  
Bouman, Shane W.  
Brown, Jelisa Janae  
Buechele, Heather Renea  
Bush, Abigail Lee  
Campbell, Cameron  
Catalano, Brittany  
Ceneviva, Meghan Katherine  
Chapman, Matthew Shane  
Cirillo, Matthew John  
Coleman, Shervon Monic  
Consolo, Jayne T.  
Cooke, Rachel E.  
Cotner, Megan A.  
Cramer, Adrienne  
Dora, Cedric Derell  
El Mansour, Walid  
Eller, Lindsey  
Evans, Emily Marie  
Fennig, Hannah Katherine  
Fulkerson, Rachel Danielle  
Garlanka, Siva Srinivasa  
Gillespie, Holly Joanne  
Gleason, Alyssa  
Goglucci, Clemenza Charles  
Gonsalves, Rachel Lynn  
Groat, Jacob Dalton  
Hall, Amanda Elizabeth  
Hawkins, Molly Katherine  
Heaton, Dallin Moffett  
Hermiz, James  
Hernandez, Cheryl Marie  
Hill, Johnny L.  
Hofmann, Kevin W.  
Hughes, Leanne  
Kachmarik, Taylor  
Kahl, Samantha Rose  
Kamp, Jeffrey Carl, III  
Katz, Sean L.  
Key, John  
Kirkham, Timothy Jay  
Kochalko, Bailey Kathryn  
Kodi, Sai Praneeth

Kozelichki, Zachary J.  
Kumar, Rahul  
Lantz, Sally Ann  
Largo, Samson  
Llama, Alejandro  
Lucas, Rachel Marie  
Matulewicz, Leah Nichole  
McCallister, Anna Marie  
McDaniel, Abbey  
McKeon, Thomas Jude  
Mottern, Michael Allen  
Mullarkey, Kaitlyn Samantha  
Nackers, Michael J.  
Nussbaumer, Ashley Nicole  
Oresko, Jordan Elizabeth  
Oyewole, Abayomi-Oluwayomi  
Poff-McDole, Mary Grace  
Powell, Jessica Jane  
Raker, Emma Grace  
Ravula, Manaswini  
Raynes-Slack, Meaghan A.  
Ringer, Consuelo Sabrina  
Robison, Haley Renae  
Rusie, Sarah Elizabeth  
Sadural, Danica Ayra  
Scroggins, Stephen Emory, II  
Sheperd, Sarah Alexandria  
Singh, Tejpal  
Smith, Karissa Joelle  
Smith, Raven Aubrey  
Sorrell, Charles R, II  
Starbuck, Emily Caitlin  
Stevens, Erin Ann  
Sutton, Mark Eugene, II  
Svien, Brittany A.  
Tarter, Brandelyn Nicole  
Titus, Macey Marie  
VanderWall, Kelsey Kay  
Vasipalli, Dhananjaya Reddy  
Veerla, Nithin  
Wakeland, Brannon C.  
Watley, Kimberly Jean  
Westenskow, Adam J.  
Yerraguntla, Bhavana  
Zappia, Amanda Lynn

**Master of Nursing**

Andes, Tammy Janet  
Anslow, Mallory Lee

Becker, Dani Sue  
Benson, Cynthia  
Chaney, Julie Elaine  
Collier, Amanda Kay  
Davis, Chaz DeWayne  
Grote, Katherine Elizabeth  
Hampton, Aaren Elizabeth  
Hargis, Heather Lynn  
Hollingsworth, Kacey Michelle  
Hunter, Julianne  
Johnson, Ruth Jean  
McPike, Travis Randall  
Meroney, Jade Nicole  
Midgett, Katherine Elaina  
Monks, Michelle Lynn  
Nelson, Jennifer Lynn  
Nevill, Kaitlyn Marie  
Ngugi, Michael Chege  
Ricketts, Stacey Lorraine  
Roberts, Stacey Lynn  
Scott, Monica Nicole  
Shaw, Angela  
Shields, Gloria Ann  
Simmons-Selking, Marion Elizabeth  
Sims, Melissa Evon  
Sperle, Cerissa Cruz  
Sperry, Marietta V.  
Vasquez, Lisa Michelle  
Walradth, Laura Amanda  
Welp, Aubrey Renee  
Wilson, Amber Star  
Wood, Tabitha Nicole

**Certificate Graduate Level**

Darling, Brianna Jacqueline  
Lakes, Katelyn Jean

**Undergraduate Degree**

Aaron, Andre	Bachelor of Science
Adamson, Ryan Lee	Bachelor of Science
Addison, Marshal S	Bachelor of Science
Adekoya, Oluwakemi O	Bachelor of Science
Adekoya, Seun Samuel	Master of Science
Adele, Jeremiah	Bachelor of Science
Ageel, Layla Mohammed	Bachelor of Science
Aguiar, Monica Araceli	Bachelor of Science in Nursing
Aird, Amy Leigh	Bachelor of Science

Ajayi, Olufunso	Bachelor of Science
Akande, Ezekiel	Bachelor of Science
Akren, Safwan	Bachelor of Science
Akrin, Muhannad Mohammed	Master of Business Admin.
Al Yousif, Ahmed Khalid A	Bachelor of Science
Alafraij, Mohammed Ali	Bachelor of Science
Alahmari, Ahmed	Bachelor of Science
Alajmi, Sultan Mohammed	Bachelor of Science
Alameri, Saeed Mohammed	Bachelor of Science
Alameri, Suhail	Bachelor of Science
Alanazi, Abdulaziz Helal	Bachelor of Science
Alanazi, Abdulrhman Rashed	Bachelor of Science
Alanazi, Ebthaj Mohammed	Bachelor of Science
Alanazi, Mohammed	Bachelor of Science
Alangari, Abdullah	Bachelor of Science
Alashri, Mohammed	Bachelor of Science
Albagshi, Ali	Bachelor of Science
Albishi, Saud	Doctor of Philosophy
Aleghfeli, Salem	Bachelor of Science
Alenezi, Tarq Amer	Bachelor of Science
Alfahaid, Mohammed Hassan	Bachelor of Science
Alfuqha, Abdulaziz Mohammed A	Bachelor of Science
Alghamdi, Abdulaziz Ahmed A	Bachelor of Science
Alghamdi, Abdullah Saleh	Bachelor of Science
Alghamdi, Abdullah Saleh	Certificate Undergraduate
Alghamdi, Ahmed Hamdan	Bachelor of Science
Alhababi, Kamilah Mohammed	Bachelor of Science
Alhajri, Aeydh Saeed M	Bachelor of Science
Alhajri, Mobarak	Bachelor of Science
Alhasawi, Abdulmohsen Abdulrahman	Bachelor of Science
Alhawas, Meshari Ibrahim	Bachelor of Science
Alismail, Hossam Abdulrahman	Master of Science
Aljabaa, Mutlaq Sultan	Bachelor of Science
Alkhaldi, Khalid Fagaan A	Bachelor of Science
Alkhaldi, Salman	Bachelor of Science
Alkurbi, Mohmmmed Hamad	Bachelor of Science
Alley, Jayden Ziney	Bachelor of Science
Allsup, Jase Paul	Master of Science
Almadani, Nafe Sameer N	Bachelor of Science
Almadani, Nafe Sameer N	Certificate Undergraduate
Almaghaslah, Ahmed Mansour	Bachelor of Science



Almajed, Nouf	Bachelor of Arts
AlMansour, Faisal Jefaish	Bachelor of Science
Almarri, Abdullah Mubarak A	Bachelor of Science
Almarri, Hamad Ali J	Bachelor of Science
Almarri, Mohammed Abdulmohsin A	Bachelor of Science
Almarri, Sultan Mohammed	Bachelor of Science
Almuaywid, Mubarak Khalifah M	Bachelor of Science
Almuhaibis, Ahmed Saad A	Bachelor of Science
Almuhaini, Abdullah Thuwayhir	Bachelor of Science
Almutairi, Homoud M	Master of Science
Almutairi, Nawaf	Bachelor of Science
Alnasser, Hassan Nasr	Bachelor of Science
Alobaid, Ahmed Hussain	Bachelor of Science
Alomair, Mansour Saleh A	Bachelor of Science
Alomiri, Sattam Salman	Bachelor of Science
Alruwaili, Abdulmohsen Shilash	Bachelor of Science
Alshahrani Jr, Ali Nasser	Bachelor of Science
Alshammari, Sultan Naif	Bachelor of Science
Alshanqiti, Mahmoud Y	Bachelor of Science
Althobaiti, Abdullah Eidhah	Doctor of Philosophy
Alturki, Hussain Abbas H	Bachelor of Science
Alyami, Hamad Abdulrahman	Bachelor of Science
Ames, Nicholas Andrew	Master of Science
Anders, James A	Bachelor of Science
Anderson, Joseph J	Bachelor of Science
Anderson, Morgan	Master of Science
Anderson, Rachel Emily	Master of Science
Andes, Tammy Janet	Master of Science in Nursing
Anslow, Mallory Lee	Master of Science in Nursing
Arline, Shawn Anthony	Bachelor of Science
Armour, Zachary	Bachelor of Science
Arnes, Jessica Lynn	Master of Science
Arrambide, Karina Jenell	Master of Arts
Ash, McKynzi	Bachelor of Science
Assas, Zain Essam M	Bachelor of Science
Atkins, Travon L	Bachelor of Science
Aupperle, Jeffry Todd	Doctor of Philosophy
Bailey, Gregory Evan	Bachelor of Science
Bailey, Ryan	Master of Science
Baillieul, Charlene Elizabeth	Bachelor of Science
Bajwa, Daljot Singh	Master of Business Admin.

Baker, Brenten Matthew	Educational Specialist
Baker, Jessica Nicole	Master of Science
Balhareth, Ibrahim Saqer	Bachelor of Science
Banks, Lindsay Nicole	Master of Science
Banks, Lindsay Nicole	Master of Science
Barker, Lori Jean	Bachelor of Science in Nursing
Bartel, Seth Ronald	Bachelor of Science
Basile, Alexandra N	Bachelor of Science
Bates, Myles Alexander	Bachelor of Science
Bault, Gabriel Luke	Master of Science
Bawel, Kata Marie	Master of Science
Bayed, Sara	Master of Business Admin.
Bayless, Taylor Nicole	Bachelor of Science
Beard, Whitney Ann	Bachelor of Science
Becker, Dani Sue	Master of Science in Nursing
Beckman, Kathryn T	Master of Science
Beecroft, Rhonda Marie Presnell	Master of Science
Belford, Zackery Uriah	Bachelor of Science
Belhaj Haddou, Zakaria	Master of Business Admin.
Belich, Abigail Alita	Bachelor of Science
Belich, Abigail Alita	Bachelor of Science
Bender, Olivia Paige	Bachelor of Science
Benefiel, Kaitlyn McKenzie	Bachelor of Science
Benell, Shelby Rae	Bachelor of Science
Bennett, Blake Arlon	Bachelor of Science
Bennett, Emma Grace	Master of Science
Bennett, Katherine Rose	Bachelor of Science
Benson, Cynthia	Master of Science in Nursing
Bergwitz, Brooke Amber	Bachelor of Science
Bibat, Nathaniel G	Bachelor of Science
Bifano, Dominic Alan	Bachelor of Science
Bills Jr, Marvin A	Bachelor of Science
Bishop, James Jacob	Bachelor of Arts
Blanton, Louis Craig	Bachelor of Science
Bohamad, Ahmed Sameer	Bachelor of Science
Bollman, Broderick David	Bachelor of Science
Bolton, Princess Allanah	Bachelor of Science
Bookwalter, Andrew	Bachelor of Science
Borchers, Molly	Bachelor of Science in Nursing
Borkowski, Daniel Ambrose	Master of Arts
Boss, Bailey Renea	Master of Science

Bouman, Shane W	Master of Science
Bourgasser, Chase Anthony	Bachelor of Science
Bowen, Karnell Dyan	Bachelor of Science
Bowens, Aamir Kinte	Bachelor of Science
Bowens, Keontey Thomas Anthony	Bachelor of Science
Bowerman, Courtney Elizabeth	Bachelor of Science
Bowley, Morgan Elizabeth	Bachelor of Science
Bowley, Morgan Elizabeth	Bachelor of Science
Bowling, Alexis Katherine	Bachelor of Science
Boyll, Jared Michael	Bachelor of Science
Bradbury, Braydon Michael	Bachelor of Science in Nursing
Breitweiser, Hannah M	Bachelor of Science
Brewer, Darren Andrew Garnett T	Bachelor of Science
Bridgewater, Trevor Martin	Master of Business Admin.
Broadnax, Tiona Shalanda	Bachelor of Science
Brock, Zachary Ryan	Bachelor of Science
Brown, Jelisa Janae	Master of Science
Brown, Stephen A	Bachelor of Science
Brown, Steven James	Bachelor of Science
Brumett, Katie Jo	Bachelor of Science
Bu Hamad, Ahmed Jawad	Bachelor of Science
Buchanan, Benjamin D	Bachelor of Science
Buchanan, Trent Joseph	Bachelor of Science
Buckley, Timmy Lavell	Bachelor of Science
Budd, Destiny W	Bachelor of Science
Buechele, Heather Renea	Master of Science
Buechele, Michael D	Bachelor of Science
Bunch, Brookelyn Marie	Bachelor of Science
Bunch, Brookelyn Marie	Bachelor of Science
Burch, Haleigh Melissa	Bachelor of Science in Nursing
Burner, Megan Denee	Bachelor of Science
Burton, Jacob Authur	Bachelor of Science
Bush, Abigail Lee	Master of Science
Byndum, BrigÃ© Arielle	Bachelor of Science
Cage, Ryan	Bachelor of Science
Caldwell-Valdez, Devon Isaiah	Bachelor of Science
Calixte, Casandra	Bachelor of Science
Calixte, Catiana	Bachelor of Science
Calkins, Rachel Nicole	Bachelor of Arts
Calvert, Tayler Logan	Bachelor of Science
Campbell, Cameron	Master of Science

Campbell, Kimberly Jean	Master of Science
Campbell, Teisha T	Bachelor of Science
Carrio, Galina Trinidad	Bachelor of Science
Carter, Kathy Lynn	Bachelor of Science
Carver, Michael Joel	Bachelor of Science in Nursing
Case, Katherine Elizabeth	Bachelor of Music Education
Castetter, Lindsay Marie	Bachelor of Science
Catalano, Brittany	Master of Science
Caton, Jackie Irene	Bachelor of Science
Ceneviva, Meghan Katherine	Master of Science
Chakanyuka, Tawana Lisa	Bachelor of Arts
Chaney, Julie Elaine	Master of Science in Nursing
Chapman, Matthew Shane	Master of Science
Chesshir, Michaela Lenae	Bachelor of Science in Nursing
Chesterfield, Haley Ann	Bachelor of Science in Nursing
Chestnut, Derek Tyler	Bachelor of Science
Chukwu, Ignatius Ogoegbunam	Doctor of Philosophy
Church, Kathleen Elizabeth	Bachelor of Science
Churchill, Jessica Arlene	Master of Education
Cichocki, Allison Rose	Bachelor of Science
Cirillo, Matthew John	Master of Science
Cissell, Joshua Randolph	Bachelor of Science
Clark, Miles Jarrett	Bachelor of Science
Clark, Steven Cameron	Bachelor of Science
Clem, Dylan Patrick	Bachelor of Science
Clem, Dylan Patrick	Bachelor of Science
Cline, Kelsey Mashelle	Bachelor of Science
Coble, Ivy Lee	Bachelor of Science
Coleman, Jonathan B	Bachelor of Music
Coleman, Kristofer Deondre	Master of Arts
Coleman, Shervon Monic	Master of Science
Collier, Amanda Kay	Master of Science in Nursing
Collier, Austin Michael	Bachelor of Science
Collier, Austin Michael	Certificate Undergraduate
Collins, Jason	Bachelor of Science
Consolo, Jayne T	Master of Science
Cook Jr, Kelvin T	Bachelor of Science
Cook, Gregory Daniel	Doctor of Philosophy
Cooke, Rachel E	Master of Science
Cooper, Morghan Amarri-Styles	Bachelor of Science
Correa, Jessica	Bachelor of Science

Cotner, Megan A	Master of Science
Coy, Katie D	Bachelor of Science
Cramer, Adrienne	Master of Science
Dable, Ross Andrew	Bachelor of Science
Dai, Xinqing	Bachelor of Science
Damiano, Anne Margaret	Master of Education
Daniel, Timothy Alan	Bachelor of Science
Darling, Brianna Jacqueline	Certificate Graduate Level
Dave, Punit Manojkumar	Bachelor of Applied Science
Davis, Alexandra Nicole	Bachelor of Science
Davis, Alexis Marie	Bachelor of Science in Nursing
Davis, Ashley	Bachelor of Science
Davis, Chaz DeWayne	Master of Science in Nursing
Davis, Chloe E	Bachelor of Science
Davis, Emily Nicole	Bachelor of Science
Davis, Emily Nicole	Bachelor of Science
Davis, Gunner Thomas	Bachelor of Science
Davis, Jewelea Taylor	Bachelor of Arts
Davison, Johnathan Lee	Bachelor of Science
Day, Autumn	Bachelor of Science
Deal, Isaac Dean	Bachelor of Science
Deckard, Christopher D	Bachelor of Science
DeLisle, John-Michael Allen	Master of Business Admin.
Depasse, Patrick Jeffery	Bachelor of Science
DeTar, Valerie Diane	Bachelor of Science
Devin, Kelly Wayne	Bachelor of Science in Nursing
Dey, Haley Lyn	Bachelor of Applied Science
DeZarn, Jacob Gage	Bachelor of Science in Nursing
Dias, Nihusa P	Master of Public Admin
Dickey, Emily Katharine	Bachelor of Science
Dietzen, Joslyn Anne	Bachelor of Science in Nursing
Dietzen, Joslyn Anne	Bachelor of Science in Nursing
Dindiyal, Mohinder	Bachelor of Science
Dmitriew, Larissa	Bachelor of Science in Nursing
Dora, Cedric Derell	Master of Science
Doran, Andrew Mark	Bachelor of Arts
Doran, Taylor Lynn	Bachelor of Science
Doss, Meghan Ann	Bachelor of Science
Douthitt, Samantha Sue	Bachelor of Science
Drake, Ashley Kristen	Bachelor of Science in Nursing
Driggers, Melinda J	Bachelor of Science

Duncan, Katrina Jean	Bachelor of Science
Dunham, Jason Scott	Bachelor of Science
Dunham, Kaitlyn Marie	Bachelor of Science in Nursing
Dunham, Kaitlyn Marie	Bachelor of Science in Nursing
Dunsha, Patricia A	Bachelor of Science in Nursing
Eagens, Lauren Ashley	Bachelor of Science in Nursing
Easley, Tori B	Bachelor of Science
Ebler, Ryan Paul	Bachelor of Science
Eckert, Sidney Marie	Bachelor of Science
Eckert, Sidney Marie	Bachelor of Science
Edington, Shelby L	Bachelor of Science
Edwards, Meridith M	Bachelor of Science
El Mansour, Walid	Master of Science
Eller, Lindsey	Master of Science
Ellis, Anne C	Bachelor of Science in Nursing
Ellis, Brylynn Kaye	Bachelor of Science
Emerson, Cassandra E	Bachelor of Science
Eubank, Lily Joelle	Bachelor of Science
Evans, Brandon Blake	Bachelor of Science
Evans, Emily Marie	Master of Science
Eyre, Amanda Lynn	Bachelor of Science
Fainot, Sara Elizabeth	Bachelor of Science in Nursing
Farris, Morgan Ashley	Bachelor of Science in Nursing
Feemster, Trevor Blaine	Bachelor of Science
Fennig, Hannah Katherine	Master of Science
Ferrari, Brittany Marie	Bachelor of Science
Ferraris, Amy Nicole	Bachelor of Science in Nursing
Fiene, Caleb Allen	Bachelor of Science
Fifer, Kimberly Reina	Educational Specialist
Flamm, Andrew R	Doctor of Philosophy
Flamm, Andrew R	Doctor of Philosophy
Foley, Kelli Anne	Bachelor of Science
Forrestall, Megan L	Bachelor of Science
Fraime, Laken Nicole	Bachelor of Science
Fratlicelli, Robert Charles	Bachelor of Science
Fratlicelli, Robert Charles	Bachelor of Science
Fritz, Kristin Leigh	Bachelor of Science
Fuehrer, Wyatt Reece	Bachelor of Science
Fulkerson, Rachel Danielle	Master of Science
Fuller, Brittney Nicole	Bachelor of Science
Funk Jr, Charles Elmer	Bachelor of Science

Gaffner, Lindsey Marie	Bachelor of Science
Galloway, Chelsea Nicole	Bachelor of Science
Galloway, Vandon Joel	Bachelor of Arts
Garcia, Eduardo Matthew	Bachelor of Science
Garlanka, Siva Srinivasa Prasad	Master of Science
Garner, DeOnya Lareece	Bachelor of Science
Garrard, Corey Jean	Bachelor of Science
Garvin, Alexandra Elizabeth	Bachelor of Science
Gary, Austin M	Bachelor of Fine Arts
Geswein, Bailey JoAnne	Bachelor of Science
Geswein, Bailey JoAnne	Bachelor of Science
Gettis, Andrea Nicole	Bachelor of Science
Gilbert, Holly Nichole	Master of Business Admin.
Gilbert, Shyla	Bachelor of Arts
Gilcrease, Aaron	Bachelor of Science
Gill, Emily Louise	Bachelor of Science
Gillespie, Holly Joanne	Master of Science
Gleason, Alyssa	Master of Science
Glover, Deja Chanel	Bachelor of Science
Godsown, Beloved Odinakachukwu	Bachelor of Science
Goekler, Kaitlynn Marie	Bachelor of Science
Goekler, Kaitlynn Marie	Bachelor of Science
Goelz, Anthony J	Bachelor of Science
Goglucci, Clemenza Charles	Master of Science
Gonsalves, Rachel Lynn	Master of Science
Goodall, Treveon Martez	Bachelor of Science
Gordon, Megan Bailey	Bachelor of Science in Nursing
Granda, Paxton Danielle	Bachelor of Science
Gray, Kameron Terrell	Bachelor of Science
Grayless, Katrina Ann	Bachelor of Science
Green, Beau T	Bachelor of Science
Green, Rondell Lorenzo	Bachelor of Science
Greene, Logan Michael	Bachelor of Science
Greene, Marybeth Dorothy	Bachelor of Science
Greig, Courtney Leigh	Bachelor of Science
Greig, Courtney Leigh	Bachelor of Science
Groat, Jacob Dalton	Master of Science
Grote, Katherine Elizabeth	Master of Science in Nursing
Haase, Katelyn	Bachelor of Science
Hale, Dallas Tyler	Bachelor of Science
Hall II, Russell Lee	Bachelor of Science

Hall, Amanda Elizabeth	Master of Science
Hall, Donovan Robert	Bachelor of Science
Hamilton, Austin Thomas	Bachelor of Science
Hampton, Aaren Elizabeth Marie	Master of Science in Nursing
Hannon, Shawn Marie	Doctor of Philosophy
Harbert, Christopher John	Bachelor of Science
Harbour, Tammy Irene Greenlee	Master of Education
Harden, Nina R	Bachelor of Science
Hargis, Heather Lynn	Master of Science in Nursing
Harmeson, Kara Marie	Bachelor of Science in Nursing
Harmon, Amber B	Bachelor of Science
Harmon, Amber B	Bachelor of Science
Harpool, Brittany Marie	Bachelor of Science
Harris, Charisma Renee	Bachelor of Science
Harris, Jazzmine L	Bachelor of Science in Nursing
Harris, Khloe, L	Bachelor of Science
Havenor, Olivia Lauren	Bachelor of Science
Hawkins Jr, Kelly E	Bachelor of Science in Nursing
Hawkins, Molly Katherine	Master of Science
Hayes, Meghan Kathleen	Bachelor of Science
Haywood, Sarah Ann	Bachelor of Science
Heaton, Dallin Moffett	Master of Science
Heck, Alexis Elizabeth	Bachelor of Science
Heck, Alexis Elizabeth	Bachelor of Science
Hedden, Rebecca Nicole	Bachelor of Science
Helming, Michelle Elizabeth	Bachelor of Science
Henderson, James William	Bachelor of Science
Henke, Marie	Bachelor of Science
Henley, Alicia E	Bachelor of Science
Hermiz, James	Master of Science
Hernandez, Cheryl Marie	Master of Science
Herrera, Daniel Alexander	Bachelor of Science
Herzog, Allison M	Bachelor of Science
Herzog, Allison M	Bachelor of Science
Herzog, Allison M	Certificate Undergraduate
Hightower, Samantha E	Bachelor of Science
Hill, Johnny L	Master of Science
Hill, Johnny L	Master of Science
Hill, Meagan R	Bachelor of Science
Hills, Cambrielle LaSha'	Bachelor of Science
Hilton, Haley Lynn	Bachelor of Science



Hines, Aaron Donald	Bachelor of Science
Hines, Alexis Mae	Bachelor of Science
Hinkle Jr, Kerry D	Bachelor of Science
Hitt, Dustin William	Educational Specialist
Hoagland, Emily Kay	Bachelor of Science in Nursing
Hofmann, Kevin W	Master of Science
Hogue, LeRon Ellis	Bachelor of Science
Holdmann, Alyssa Katelin	Bachelor of Science
Holliday, Joeseff S	Bachelor of Science
Holliday, Kayla Marie	Bachelor of Science
Hollingsworth, Christopher Warren	Bachelor of Science
Hollingsworth, Kacey Michelle	Master of Science in Nursing
Hollis Combelic, Bethany	Bachelor of Science in Nursing
Hollis, Shelby J	Bachelor of Science
Hooks, Madeline	Bachelor of Science
Horst, Leona Irene	Bachelor of Science
Hoseini, Cyrus	Doctor of Philosophy
Hosfield, Maggie	Bachelor of Science
Hostetler, Luke Odell	Bachelor of Science in Nursing
Hubble, Marissa Kristine	Bachelor of Science in Nursing
Hughes, Lacey Nacoe	Bachelor of Science
Hughes, Leanne	Master of Science
Hunter, Douglas William	Bachelor of Science
Hunter, Julianne Ison	Master of Science in Nursing
Hutchinson, Monique D	Master of Education
Ibrahim, Antony Alber Louis Sabry	Bachelor of Science
Ingalsbe, Ashton Renee	Bachelor of Science
Ireland, Bridget Kathleen	Doctor of Philosophy
Issa, Osman M	Master of Arts
Jackson II, Eric Deville	Doctor of Philosophy
Jackson, Bernadius B	Bachelor of Science
Jackson, Jerelle Ohara	Bachelor of Science
James, Cora Dawn	Bachelor of Science
James, John Dale	Bachelor of Science
Janiak, Julie Ann	Doctor of Philosophy
Jenkins, Malik	Bachelor of Science
Jenkins, Paul Wayne	Bachelor of Science
Johanns, Zoe Elizabeth	Bachelor of Science in Nursing
Johnson Sr, Jordan Gary	Bachelor of Science
Johnson, Alexandra Kaye	Bachelor of Science
Johnson, Antonio Deshawn	Bachelor of Science

Johnson, Johnyce Jacquelyn	Bachelor of Applied Science
Johnson, Kara A	Bachelor of Science
Johnson, Rachel Helen	Bachelor of Science in Nursing
Johnson, Ruth Jean	Master of Science in Nursing
Johnson, Shawna Nicole	Bachelor of Science
Johnson, Shelby Nicole	Bachelor of Science
Johnson, Tyler Joseph	Bachelor of Science
Jones, Alex Earl	Bachelor of Arts
Jones, Allison Claire	Bachelor of Science
Jones, Cody J	Bachelor of Science
Jones, Dakota Nicholas	Bachelor of Music
Jones, Jairon Blaine	Bachelor of Science
Jones, Michael	Bachelor of Science
Jones, Paris C	Bachelor of Science
Jones, Rashaun Shaquille	Bachelor of Science
Jones, Samantha Joann	Bachelor of Science
Junkins, Marsha	Bachelor of Science
Kabore, Hermann Paligwende Jean	Bachelor of Science
Kachmarik, Taylor	Master of Science
Kahl, Samantha Rose	Master of Science
Kammaing, Katelyn Michelle	Bachelor of Science
Kamp, Jeffrey Carl, III	Master of Science
Kates, Christopher A	Doctor of Philosophy
Katz, Sean L	Master of Science
Keil, Tristian Blake	Bachelor of Science
Kelsheimer, Cora Anna Elizabeth	Bachelor of Science
Kelsheimer, Jacob Alan	Bachelor of Science
Kemp, Mitchel S	Bachelor of Science
Kemp, Mitchel S	Bachelor of Science
Kendrick, Ezell	Master of Business Admin.
Kennouda, Salma	Master of Business Admin.
Kenny, Vanessa A	Bachelor of Science in Nursing
Kent, Jessica Lyn	Bachelor of Science
Key, John	Master of Science
Kidwell, Justin	Bachelor of Science
King, Christopher	Bachelor of Science in Nursing
King, Edith J	Bachelor of Science
King, Holden Joshua	Bachelor of Science
King, Justus Ray	Bachelor of Science
King-Beecham, Melissa Katherine	Bachelor of Science in Nursing
Kinkade, Luke Bannon	Bachelor of Science

Kinney, Jason Alan	Bachelor of Science
Kinsey, Brent Allen	Doctor of Philosophy
Kirby, Jason C	Bachelor of Science
Kirk, Rose M	Bachelor of Science in Nursing
Kirkham, Timothy Jay	Master of Science
Kirkland, Dajia Dajon	Bachelor of Science
Kirkpatrick, Kaylynn Marie	Bachelor of Science
Koch, Alexandria Maria	Bachelor of Music Education
Kochalko, Bailey Kathryn	Master of Science
Koczur, Jared M	Bachelor of Science
Kodi, Sai Praneeth	Master of Science
Koll, Kristopher Mathew	Master of Arts
Koontz, Ashley Lynn	Bachelor of Science
Koontz, Ashley Lynn	Bachelor of Science
Kozelichki, Zachary J	Master of Science
Kraemer, Morgan Elizabeth	Bachelor of Science
Kuhn, Christopher Corey	Doctor of Philosophy
Kumar, Rahul	Master of Science
Kuper, Thomas Matthew	Master of Business Admin.
Kusiak, Elliot Joseph	Bachelor of Science
Kutbi, Sultan Nabil Y	Bachelor of Science
Kwiecinski, Kimberley Anne	Master of Arts
Lafferty, Wendy J	Bachelor of Music Education
Lakes, Katelyn Jean	Certificate Post-Master's
Lakhdar, Jihane	Master of Business Admin.
LaMar, Grant Douglas	Bachelor of Science
Lamberth, Collin Drake	Bachelor of Science
Lantz, Sally Ann	Master of Science
Lara, Jon	Bachelor of Science in Nursing
Largo, Samson	Master of Science
Lawson, Bethany Lynn	Bachelor of Science
Lawyer, Bethany Lynn	Master of Science
Leonard, Natasha C	Bachelor of Science
Leonard, Riley	Bachelor of Science
Leonard, Star LeeAnn	Bachelor of Science
Leonard, Star LeeAnn	Bachelor of Science
Leuck, Trevor William	Bachelor of Science
Leuck, Trevor William	Bachelor of Science
Lewis, Miguel S	Bachelor of Science
Lewsader, Meagan M	Master of Business Admin.
Lima, Carla Rigo	Master of Arts

Llama, Alejandro	Master of Science
Lloyd, Kylee May	Bachelor of Science
Logan, Mariah	Bachelor of Science
Longyear, Beth Ann	Bachelor of Science
Lorey, Gavin Cole	Bachelor of Science
Loveland, Rebecca Lynn	Bachelor of Science
Lovett, Kelly L	Bachelor of Science
Lucas, Rachel Marie	Master of Science
Lucas, Stephen James	Master of Fine Arts
Ludema, Beth E	Bachelor of Music Education
Lundy, Lori	Bachelor of Science
Lydick, Miranda Brooke	Bachelor of Science in Nursing
Mabaga, Jimhounson Gocotano	Bachelor of Science
Mace, Abigail E	Bachelor of Science in Nursing
Madkhali, Abubakr	Bachelor of Science
Maesch, Shauna Ann	Bachelor of Science
Malone, Matthew Paul	Bachelor of Science
Mankin, Cherrae	Bachelor of Science in Nursing
Marlow, Stephany Dawn	Bachelor of Science
Martin, Sydney M	Bachelor of Science
Massey, Megan Rene	Bachelor of Science
Masterson, Melissa Rose	Bachelor of Science
Matulewicz, Leah Nichole	Master of Science
Mauder, Elizabeth Anne	Bachelor of Science
Mauder, Elizabeth Anne	Bachelor of Science
Mauder, Leah Kay	Bachelor of Science
Maupin, Holly Amber	Bachelor of Science in Nursing
Maurice, Paige Catherine	Bachelor of Science in Nursing
May, Alexis Bailey	Bachelor of Science
McBride, Katherine S	Bachelor of Science
McCain, Zachary Randall	Bachelor of Science
McCallister, Anna Marie	Master of Science
McCeadar, Michael L	Bachelor of Science
McConkey, Morgan Lindsay	Bachelor of Science
McConnell II, Ronnie Darnell	Bachelor of Science
McCullough, Justin A	Bachelor of Science
McDaniel, Abbey Tez	Master of Science
McGoldrick, Christopher G	Bachelor of Science
McGregor, Mackenzie R	Bachelor of Science
McKeon, Thomas Jude	Master of Science
McManus, Megan Elizabeth	Doctor of Philosophy

McPike, Travis Randall	Master of Science in Nursing
Meares, Ashton M	Bachelor of Science
Meares, Kendall	Bachelor of Science
Mehl, Alyssa Frances	Bachelor of Science
Meroney, Jade Nicole	Master of Science in Nursing
Meyer, Angela	Master of Public Admin
Meyer, Patrick Andrew Aubrey	Bachelor of Music Education
Midgett, Katherine Elaina	Master of Science in Nursing
Milburn, Brooke Alexandria	Bachelor of Science
Miller, Abby Samantha	Bachelor of Science
Miller, Damon	Bachelor of Science
Miller, Dustin Ross	Master of Public Admin
Mills, Ryan	Bachelor of Science
Mingee, Tristyn Madison-Shaye	Bachelor of Science
Minger, Abigail Hope	Bachelor of Science
Mitchell, Andrew Alexander	Master of Business Admin.
Mkoma, Brenda	Bachelor of Science
Monce, Kara Anne	Bachelor of Science
Mondary, Caylin Marie	Bachelor of Science
Monks, Michelle Lynn	Master of Science in Nursing
Moore, Brandon	Bachelor of Science
Moore, Kylee Sue	Bachelor of Science
Morgan, Sydnee R	Bachelor of Arts
Morgan, Taylor Thomas	Bachelor of Science
Morgan, Victor Sepha	Bachelor of Science in Nursing
Morris, Kimberly R	Bachelor of Science in Nursing
Morrison, Davonta Lee	Bachelor of Science
Morton, Randy E, III	Bachelor of Science
Moscrip, Jerrod Tyler	Bachelor of Science
Mosley, Rajshawn Malik	Bachelor of Science
Moss, Katrell Antwain	Bachelor of Science
Mottern, Michael Allen	Master of Science
Moua, Angela Yia	Bachelor of Science in Nursing
Mullarkey, Kaitlyn Samantha	Master of Science
Mullis, Chelsea Darlene	Bachelor of Science in Nursing
Murphy, Jacob Allan Stanton	Master of Public Admin
Murray, Inetta Teresa	Bachelor of Science
Myers, Connor Edward	Bachelor of Science
Myers, Michelle Leigh	Bachelor of Science
Nackers, Michael J	Master of Science
Naidu, Rajesh Nagarajan	Master of Fine Arts

Nance, Samantha Grace	Bachelor of Science
Nassar, Akram	Bachelor of Science
Nelson, Jennifer Lynn	Master of Science in Nursing
Nelson, Rase Alene Marie	Bachelor of Science
Neumann III, Jaymz Edward	Bachelor of Science
Nevill, Kaitlyn Marie	Master of Science in Nursing
Ngugi, Michael Chege	Master of Science in Nursing
Nguyen, Justin Alan	Bachelor of Science
Nguyen, Kimberly Le	Bachelor of Science
Nichols, Kamwren Seth	Master of Public Admin
Nichols, Troy Andrew	Bachelor of Science
Nicholson, Thomas R	Bachelor of Science
Nicoson, Rachel M	Bachelor of Science
Noble, Tayler	Bachelor of Science in Nursing
Noles, James Ross	Bachelor of Science
Norman, Kinsey Nichole	Master of Fine Arts
Noru, Martin	Bachelor of Science
Nowlin, Lauren B	Bachelor of Science
Nuce, Andrew Mark	Bachelor of Arts
Nunemaker, Rylee Nicole	Bachelor of Science
Nussbaumer, Ashley Nicole	Master of Science
Oresko, Jordan Elizabeth	Master of Science
Orr, Dimetrias Edmon	Bachelor of Science
Orr, Kiersten Lee Dumond	Bachelor of Science
Overpeck, Barry Allen	Bachelor of Science
Owings, Brandee Lucille	Bachelor of Science
Oyewole, Abayomi-Oluwayomi	
Brume	Master of Science
Oyewole, Morakinyo Anthony	Bachelor of Science
Painter, Weston Daniel	Bachelor of Science
Panford, Monica Esi	Bachelor of Science
Papp, Dillon James	Bachelor of Science
Patel, Sunny Ashvin	Bachelor of Science
Paul, Richard Darren	Bachelor of Science
Payne, Virginia Lea	Master of Fine Arts
Peabody, Jacob	Bachelor of Science in Nursing
Pearson, Katherine Christina Leah	Master of Education
Pfeil, Destiny Ann	Bachelor of Science
Phillippi, Rhanada Brea	Bachelor of Science
Phillips, Justin Ross	Bachelor of Science
Phipps, Megan Elisabeth	Bachelor of Science

Pierce, Veronica A	Bachelor of Science
Pirtle, Jake Robert	Bachelor of Science in Nursing
Poff-McDole, Mary Grace	Master of Science
Pope, Mikayla	Bachelor of Science
Porter, Natosha C	Bachelor of Science
Potter, Lindsey Elizabeth	Bachelor of Science
Pounders, Anthony Isaac	Bachelor of Science
Powell, Jessica Jane	Master of Science
Powell, Sarah Elizabeth	Bachelor of Science in Nursing
Powers, Emma Ann	Bachelor of Science
Poynter, Sydney Pearl	Bachelor of Science
Preciado, Francisco Javier	Bachelor of Science
Price Jr, Troy Allen	Bachelor of Science
Price, Olivia Catherine	Bachelor of Science
Proctor, Steven	Bachelor of Science
Protaziuk, David	Bachelor of Science in Nursing
Pruitt, Gabrielle Elizabeth	Bachelor of Science in Nursing
Pugh, Kevin James	Bachelor of Science
Quick, Allanee Mekae	Bachelor of Science
Raleigh, Yolanda D	Pre Bachelor
Randolph, Hannah Marie	Bachelor of Science
Rausch, Michaela Jordan	Bachelor of Science
Rausch, Michaela Jordan	Bachelor of Science
Ravula, Manaswini	Master of Science
Rayl, Tim R	Educational Specialist
Raynes-Slack, Meaghan A	Master of Science
Reinke, Kelly Lynn	Bachelor of Science
Reynolds, Davontae Maruice	Bachelor of Science
Ricci, Randy Michael	Bachelor of Science
Rice, Cherokee Shay	Bachelor of Science
Rich, Lexie Gabrielle	Bachelor of Music Education
Richey, Amber	Bachelor of Science in Nursing
Ricketts, Stacey Lorraine	Master of Science in Nursing
Riesenbeck, Dylan Marshall	Bachelor of Science
Rigsby-Stuthers, Michelle A	Bachelor of Science
Ringer, Consuelo Sabrina Jean	Master of Science
Roach, Christina Lynne	Bachelor of Science in Nursing
Roberts, Stacey Lynn	Master of Science in Nursing
Robison, Haley Renae	Master of Science
Roeder, Zackary Lloyd	Bachelor of Science
Rogers, John Jared	Bachelor of Science

Rojas, Vanessa	Doctor of Philosophy
Rollins, Kenyota L	Bachelor of Science
Roman, Octavius Trevail	Bachelor of Science
Rompf, Deitrich Howard	Master of Business Admin.
Rose, Ashley Ann	Bachelor of Science in Nursing
Roskovensky, Spencer Blake	Bachelor of Science
Ross-Frost, Victoria Jean	Bachelor of Science
Ross-Frost, Victoria Jean	Bachelor of Science
Rouse, Lauren Ashira	Bachelor of Science
Rowe, Joshua Allen	Bachelor of Science in Nursing
Runyan, Amanda Leigh	Bachelor of Science in Nursing
Rusie, Sarah Elizabeth	Master of Science
Sadural, Danica Ayra Marie Pado	Master of Science
Sage, Kayla Marie	Bachelor of Science in Nursing
Salvatierra Lima, Natalia	Master of Arts
Schitter, Nathan Martin	Bachelor of Science
Schoenfelder, Tyler	Bachelor of Science
Scott, Brenton	Bachelor of Science
Scott, Caleb Roderick	Bachelor of Science
Scott, DeAnthony D	Bachelor of Science
Scott, Monica Nicole	Master of Science in Nursing
Scroggins II, Stephen Emory	Master of Science
Seets, Jessica Marie	Bachelor of Science in Nursing
Severing, Tsarina Anne	Bachelor of Science in Nursing
Shanks, Natalie Ann	Bachelor of Science
Sharp, Jermayne Mercer	Bachelor of Science
Sharpe, Autumn Marie	Bachelor of Science in Nursing
Shaw, Angela	Master of Science in Nursing
Shealy, Johnathan Justin	Bachelor of Science
Sheehan, David Patrick	Master of Public Admin
Sheperd, Sarah Alexandria	Master of Science
Shields, Gloria Ann	Master of Science in Nursing
Shields, Gloria Ann	Master of Science in Nursing
Shingleton, Jessica Ann	Bachelor of Science
Shunyayev, Olga	Bachelor of Science in Nursing
Simmons, Jennifer Johnson	Bachelor of Science in Nursing
Simmons-Selking, Marion Elizabeth	Master of Science in Nursing
Simonis, Casidy Lynn	Bachelor of Science
Simpson, Celisha Faye	Bachelor of Science in Nursing
Sims, Melissa Evon	Master of Science in Nursing
Sims, Tyler	Bachelor of Science



Singh, Tejpal	Master of Science
Sisson, Samuel Cole	Bachelor of Science
Sisson, Samuel Cole	Bachelor of Science
Sizemore, Haley D	Bachelor of Science
Smiley, Sydney T	Bachelor of Science
Smiley, Sydney T	Bachelor of Science
Smith, Charley E, Jr	Bachelor of Science
Smith, Clayton Jo	Bachelor of Science
Smith, Courtney Michelle	Bachelor of Science in Nursing
Smith, Elizabeth A	Doctor of Psychology
Smith, John David	Bachelor of Science
Smith, Karissa Joelle	Master of Science
Smith, Raven Aubrey	Master of Science
Smith, Tyree	Bachelor of Science
Snapp, Kelsie Marie	Bachelor of Science
Snider, Tanner James	Bachelor of Science
Snipes, Victoria Leray	Bachelor of Science
Snow, Samuel Adam	Bachelor of Science
Snyder, Justin Brockman	Bachelor of Science
Sorrell, Charles R, II	Master of Science
Southard, Jessica Dawn	Bachelor of Science
Southwell, Stephanie Diane	Bachelor of Science in Nursing
Spahn, Matthew S	Bachelor of Science
Spahn, Matthew S	Bachelor of Science
Sparenberg, Dale James	Bachelor of Science
Spencer, Allyson JoyRia	Bachelor of Science
Spencer, Mallory Brooke	Bachelor of Science
Sperle, Cerissa Cruz	Master of Science in Nursing
Sperry, Marietta V	Master of Science in Nursing
Stanton, Chase Forrest Lee	Bachelor of Science
Stapleton, Mary C	Bachelor of Science
Starbuck, Emily Caitlin Marie	Master of Science
Steffee, Kyle Austin	Bachelor of Science
Stephens, Garreth Edward	Bachelor of Science
Stephens, Jordan Iman Kaelyn	Bachelor of Science
Stevens, Erin Ann	Master of Science
Stevens, Sarita Ann	Educational Specialist
Stevenson, Travis Michael	Bachelor of Science
Stewart, Crystal Dawn	Bachelor of Science
Stewart, Csilla Melinda	Doctor of Philosophy
Stewart, Lizann	Bachelor of Science

Stiff, Bryan Troy	Bachelor of Science
Stillabower, Jami Lynn	Bachelor of Science
Stills, Jada Christian	Bachelor of Science
Stine, Richard D	Bachelor of Science
Stoltz, Morgan E	Bachelor of Science in Nursing
Storm, Adrain J	Bachelor of Science
Strange, Anton	Bachelor of Science
Stroud, Payton Mackinzee	Bachelor of Science
Stuttle, Cameron W	Bachelor of Science
Sullivan, Bridget L	Bachelor of Science
Sullivan, Ryan Cody	Bachelor of Science
Surber, Sabrina Nicole	Bachelor of Science
Sutton II, Mark Eugene	Master of Science
Svien, Brittany A	Master of Science
Swaim, Madeline Leigh	Bachelor of Science
Swanson, Tia Nicole	Bachelor of Arts
Sweatt, Catherine Ann	Bachelor of Science
Swem, Daniel J	Master of Arts
Tanner, Carey Shanise	Bachelor of Science
Tariq, Ali	Bachelor of Science
Tarter, Brandelyn Nicole	Master of Science
Teka, Ermias Tadesse	Bachelor of Science
Thacker, Ricky Lee	Bachelor of Science
Thalheimer, Steven Wayne	Doctor of Philosophy
Thandi, Inderpal Singh	Bachelor of Science
Thokala, Sushanth	Master of Science
Thomas, Constance Ann	Certificate Undergraduate
Thomas, Payton Michelle	Bachelor of Science
Thomas, Zachary Todd	Bachelor of Science
Thompson, Bradley Will	Bachelor of Science
Thompson, Kelsie	Bachelor of Science in Nursing
Tinkle, Ashley Michaela	Bachelor of Science
Titus, Macey Marie	Master of Science
Toptsi, Hannah Elizabeth	Bachelor of Arts
Toptsi, Hannah Elizabeth	Bachelor of Arts
Townsend, Tora Hope	Doctor of Philosophy
Townsend, Tora Hope	Doctor of Philosophy
Truax, Brendon David	Master of Arts
Truax, Kaylen Judith	Bachelor of Science
Truax, Kylee Bryann	Bachelor of Science
Truax, Michael Casey	Bachelor of Science

Tunny, Jessilyn Nicole	Bachelor of Science
Turpen, Donald Eugene	Bachelor of Science
Tyler-Knox, Angela	Bachelor of Applied Science
Underwood, Dylan Curtis	Doctor of Physical Ther.
Vallejo, Rose M	Bachelor of Science
VanderWall, Kelsey Kay	Master of Science
VanLaningham, Andrew W	Master of Arts
Vasipalli, Dhananjaya Reddy	Master of Science
Vasquez, Lisa Michelle	Master of Science in Nursing
Veerla, Nithin	Master of Science
Velazquez, Samuel	Bachelor of Science
Vickers, Taylor William	Master of Business Admin.
Vincent, Hailey Leann	Bachelor of Science
Virostko, Emily Ann	Bachelor of Science
Virostko, Emily Ann	Bachelor of Science
Vonderheide, Evan Joseph	Bachelor of Science
Vorhees, Jared Francis	Bachelor of Science
Wadkins, Bethany Suzanne	Bachelor of Science in Nursing
Waidlich, Adam Joseph	Bachelor of Science
Wakeland, Brannon C	Master of Science
Walker II, Lonnie Malven	Bachelor of Science
Walker, Taylor P	Bachelor of Science in Nursing
Wall, Cheyenne M	Bachelor of Science in Nursing
Walradth, Laura Amanda	Master of Science in Nursing
Walther, Camden	Bachelor of Science
Warren, Korrie R	Bachelor of Science
Warren, Torrie Cheyenne	Bachelor of Science
Warren, Tyler D	Bachelor of Science
Waterhouse, Amanda	Bachelor of Science in Nursing
Watley, Kimberly Jean	Master of Science
Watson, Jessica E	Bachelor of Science
Wayker, Ghaneah	Bachelor of Science
Wayland, Autumn Lily Hatley	Bachelor of Science
Weber, Gage D	Bachelor of Science
Wellman, Sarah Travis	Bachelor of Music Education
Wells, Anthony J	Bachelor of Science
Wells, Kaitlin Christine	Bachelor of Science
Wells, Kaitlin Christine	Bachelor of Science
Welp, Aubrey Renee	Master of Science in Nursing
Wen, Tianxi	Master of Music
Westberry, Alyssa Ellen	Bachelor of Science

Westenskow, Adam J	Master of Science
Weyer, Addison Kurtis	Bachelor of Science
White, Curtis Allen	Bachelor of Science
White, Jessica	Bachelor of Science in Nursing
White, Sydeia Debria Ann	Bachelor of Science
Whittaker, Kaitlynn Cierra	Bachelor of Science
Whybrew, Amanda	Doctor of Philosophy
Wickware-Kelly, Domonique Michael	Bachelor of Science
Wilding, Justin Allen	Bachelor of Science
Wilkes, Jeremiah David	Bachelor of Science
Williams, Alanna Karin	Master of Business Admin.
Williams, Alex Michael	Bachelor of Science
Williams, Deanna C	Bachelor of Science
Williams, Hayley Kristine	Bachelor of Arts
Williams, Jasmine Chantel	Bachelor of Science
Williams, Jermisa Marie	Bachelor of Science
Williams, Matthew David	Master of Business Admin.
Willis, Kierra C	Bachelor of Science
Willis, Samuel Luke	Bachelor of Science
Wilson, Amber Star	Master of Science in Nursing
Wilson, Ann Marie	Bachelor of Science
Wilson, Mechelle Kay	Bachelor of Science in Nursing
Wilson, Terry	Bachelor of Science
Wolf, Jennifer C	Bachelor of Science
Wood, Tabitha Nicole	Master of Science in Nursing
Worrall, Joshua Robert	Bachelor of Science
Wycoff, Jason Leroy	Master of Public Admin
Yates, Bradley Donald	Doctor of Philosophy
Yerraguntla, Bhavana	Master of Science
Yoars, Katie Leann	Master of Education
Young, Andrew Jacob	Bachelor of Science
Young, Kenneth Edward	Bachelor of Science
Zadeii, Haley S	Bachelor of Science in Nursing
Zadeii, Haley S	Bachelor of Science in Nursing
Zaffron, Jacob M	Master of Education
Zappia, Amanda Lynn	Master of Science
Zehnder, Cassidy Layne	Bachelor of Arts
Zehnder, Cassidy Layne	Bachelor of Arts
Zheng, Qiwen	Master of Music

### 3e Acceptance of Conflict of Interest Disclosure Statements

**Rationale:** Indiana law and Policy 912 Conflicts of Interest require disclosure of conflicts of a pecuniary interest of \$250 or more to the ISU Board of Trustees in writing before any transaction takes place. A "pecuniary interest" is defined as "an interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth" of the ISU employee or a dependent/spouse of the ISU employee. ISU also annually requests members of the Board of Trustees, the President, and the President's Cabinet to complete annual conflict of interest disclosures statements.

**Recommendation:** Acceptance of the Conflict of Interest Disclosure Statements.

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### 3f New Program Sport Management

Currently, the undergraduate sport management proposal exists as a concentration as part of the Recreation and Sport Management degree. Because of the minimal amount these degree programs have in common, the concentrations share a core of 9 credits and vary from 36 – 60 credits for the concentrations (total of 45-69 credits).

This proposal is to break off the Sport Management concentration into a stand-alone major with the new CIP code of 31.0504. The resulting major will be 45 credits in length and will have industry specific classes, rather than general courses that must incorporate information for 3-4 different programs. Currently courses may include individuals from 1 of 4 programs which is not a proper learning environment for students to be most successful in their respective programs. This also changes the Recreation Management and Youth Leadership Major into a program with 2 concentrations that share a core of 30 credit hours (which allows for easier change between concentrations) and cores of 18 credits (Youth Leadership) or 39 credits (Recreation Therapy).

A Gallup Poll indicates only 11% of business leaders strongly agree that graduating students have the skills and competencies that their business needs. By becoming a stand-alone program we will be in a better position to meet this demand by having a student body dedicated to our discipline and by directed their learning towards more applicable knowledge and experiences, rather than maintaining generalized materials that apply over 4 programs.

The numbers for the Sport Management Program and Recreation Management program indicate these programs can be separated.

Enrollments	Fall 2015	Fall 2016	Fall 2017	Fall 2018
Concentration				
Recreation and Youth Leadership	38	31	21	29
Recreation Therapy	44	49	53	50
Sport Management	177	177	191	173
Degrees Earned	2015	2016	2017	2018
Recreation and Youth Leadership	8	9	12	6
Recreation Therapy	9	10	7	19
Sport Management	35	46	41	48

The proposal has been approved by the Dean of the College of Health and Human Services, Faculty Senate, and has the support of the Provost and Vice President for Academic Affairs.

**Recommendation:** That the Sport Management be approved effective Fall 2019, pending approval by the Indiana Commission of Higher Education.

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### 3g New Program Business Analytics Minor

Business analytics is a fast-growing field in business that involves leveraging an organization's data to improve decision-making, increase efficiency and productivity, and to become competitive in a global market.

Evidence suggests that the job market for individuals with skills in business analytical methods, including data mining, forecasting, statistical analysis, simulation and optimization, is growing. According to U.S. Bureau of Labor Statistics (BLS) data, employment of management analysts – including business analysts – is expected to grow 14% from 2014 to 2024, which is much faster than the average for all occupations.

Several colleges and universities have responded to the projected increase in demand for employees with such skills. In Indiana alone, undergraduate major and/or minor programs are in place at Indiana University, Purdue University, and Ball State University. Other undergraduate programs have recently been launched at Ryder University, Mississippi State University, Drake University, University of Denver, Drexel University, and Miami University, to name a few.

Offering this minor within the Scott College of Business will fill industry needs, while allowing Indiana State University to offer programs similar to other state institutions.

A survey of current business students in March 2018 showed strong interest in the minor, with at least 32 students indicating a strong or moderate interest in the minor, if offered. Of those 32 students, at least 17 will still be enrolled if and when a minor is offered, suggesting strong evidence that the minor will attract students if offered.

The proposal has been approved by the Dean of the Scott College of Business, Faculty Senate, and has the support of the Provost and Vice President for Academic Affairs.

**Recommendation:** That the Business Analytics Minor be approved and effective Fall 2019.

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### 3h Revision of Program Master of Public Health (MPH)

Changing the degree and major title: The health sciences program is seeking Council on Education for Public Health (CEPH) accreditation. Changing to a Master of Public Health from an MS in Health Sciences will better distinguish ISU in the realm of public health and increase the visibility of the program. This change will attract more students to the major and increase degree recognition among employers and community members/general population.

The proposal has been approved by the Dean of the College of Health and Human Services, Faculty Senate, and has the support of the Provost and Vice President for Academic Affairs.

**Recommendation:** That the Master of Public Health be approved effective Fall 2019, pending approval by the Indiana Commission of Higher Education.

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### 3i Revision of Public Health Major (BPH)

Changing the degree and major title: The health sciences program is seeking Council on Education for Public Health (CEPH) accreditation. Changing the degree to a Bachelor of Public Health from a B.S. in Health Sciences will better distinguish ISU in the realm of public health and increase the visibility of the program. This change will attract more students to the major and increase degree recognition among employers and community members/general population.

The proposal has been approved by the Dean of the College of Health and Human Services, Faculty Senate, and has the support of the Provost and Vice President for Academic Affairs.

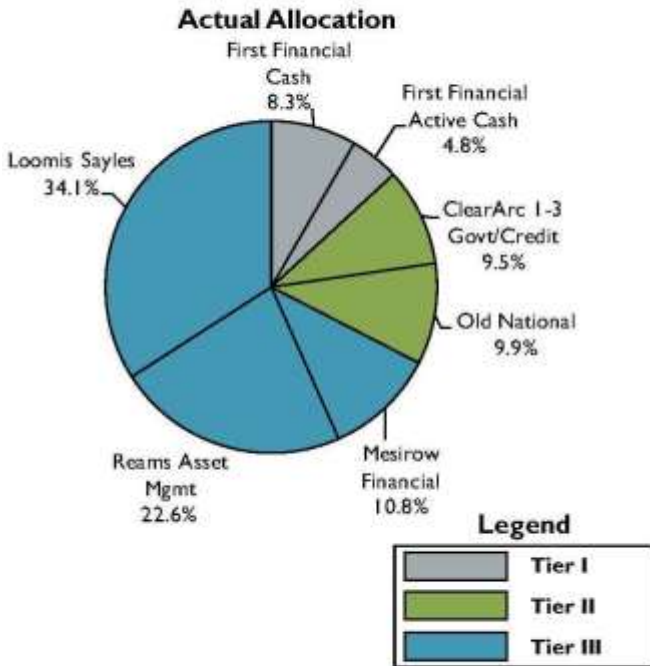
**Recommendation:** That the Public Health Major be approved effective Fall 2019, pending approval by the Indiana Commission of Higher Education.

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### 4a Investment Report

In accordance with the Board of Trustees approved investment policy, the University Treasurer is responsible for management and oversight of all investments. The University Treasurer is to provide a quarterly investment performance review of all funds to the Board. Below is the quarterly report for the period ending September 30, 2018.

**Indiana State University Operating Funds  
Plan Summary  
Period Ended September 30, 2018**



Manager	Market Value
ISU-First Financial Cash	\$12,623,283
ISU-First Fincl. Active Cash	\$7,307,469
ISU-ClearArc	\$14,468,604
ISU-Old National	\$14,927,831
ISU-Mesirow Fincl.	\$16,344,054
ISU-Reams Asset Mgmt.	\$34,197,517
ISU-Loomis Sayles	\$51,642,974
<b>ISU-Total Fund</b>	<b>\$151,511,732</b>

September 30, 2018			
	Market Value	% of Total Assets	Target Allocation
<b>Tier I</b>			
First Financial Cash	\$12,623,283	8.3%	\$10mm - \$25mm
First Financial Active Cash	\$7,307,469	4.8%	
	<b>\$19,930,752</b>	<b>13.2%</b>	
<b>Tier II</b>			
ClearArc 1-3 Year Govt/Credit	\$14,468,604	9.5%	\$25mm - \$30mm
Old National Intermediate	\$14,927,831	9.9%	
	<b>\$29,396,435</b>	<b>19.4%</b>	
<b>Tier III</b>			
Mesirow Core Total Return	\$16,344,054	10.8%	Remaining Balance
Reams Asset Management Core	\$34,197,517	22.6%	
Loomis Sayles Core Plus	\$51,642,974	34.1%	
	<b>\$102,184,545</b>	<b>67.4%</b>	
	<b>\$151,511,732</b>	<b>100.0%</b>	



**QUARTERLY CHANGE IN MARKET VALUE BY INVESTMENT MANAGER**

**CURRENT QUARTER ENDED SEPTEMBER 30, 2018**

	<b>Beginning Market Value</b>	<b>Deposits/ Withdrawals</b>	<b>Investment Gain/ Loss</b>	<b>Ending Market Value</b>
ISU-First Financial Cash	\$9,594,461	\$2,995,359	\$33,464	\$12,623,283
ISU-First Fincl. Active Cash	\$7,278,913	(\$2,977)	\$31,532	\$7,307,469
ISU-ClearArc	\$14,394,917	(\$13,390)	\$87,078	\$14,468,604
ISU-Old National	\$14,879,426	(\$8,847)	\$57,253	\$14,927,831
ISU-Mesirow Fincl.	\$16,336,733	(\$15,110)	\$22,432	\$16,344,054
ISU-Reams Asset Mgmt.	\$34,334,348	(\$29,321)	(\$107,510)	\$34,197,517
ISU-Loomis Sayles	\$51,351,028	(\$50,969)	\$342,916	\$51,642,974
<b>ISU-Total Fund</b>	<b>\$148,169,825</b>	<b>\$2,874,744</b>	<b>\$467,163</b>	<b>\$151,511,732</b>

**CHANGE IN MARKET VALUE BY INVESTMENT MANAGER**

**FISCAL YEAR TO DATE ENDED SEPTEMBER 30, 2018**

	<b>Beginning Market Value</b>	<b>Deposits/ Withdrawals</b>	<b>Investment Gain/ Loss</b>	<b>Ending Market Value</b>
ISU-First Financial Cash	\$9,594,461	\$2,995,359	\$33,464	\$12,623,283
ISU-First Fincl. Active Cash	\$7,278,913	(\$2,977)	\$31,532	\$7,307,469
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## INVESTMENT MANAGER RETURNS

The table below details the rates of return for the investment managers over various time periods. Negative returns are shown in red, positive returns in black. Returns for one year or greater are annualized.

### Returns for Periods Ended September 30, 2018 Inception Date: October 1, 2010

	Last Quarter	Last Year	Last 3 Years	Last 5 Years	Last 7 Years	Since Inception
<b>ISU-Tier 1</b>	<b>0.57</b>	<b>1.56</b>	<b>0.91</b>	<b>0.69</b>	<b>0.62</b>	<b>0.59</b>
ISU-First Financial Cash	0.42	1.51	0.98	0.66	0.56	0.52
3 Month T-Bill	0.49	1.59	0.84	0.52	0.39	0.36
ISU-First Fincl. Active Cash	0.54	1.36	0.82	0.70	0.69	0.69
FTSE:Treasury Bench 1Y	0.44	1.16	0.77	0.58	0.50	0.52
<b>ISU-Tier 2</b>	<b>0.47</b>	<b>0.03</b>	<b>1.11</b>	<b>1.51</b>	<b>1.49</b>	<b>1.61</b>
ISU-ClearArc	0.55	0.72	1.17	1.17	1.19	1.21
ClearArc:1-3 Yr G/C Comp	0.53	0.64	1.04	1.11	1.18	1.22
Bimbg:Gov/Cred 1-3 Yr	0.33	0.20	0.73	0.83	0.87	0.92
ISU-Old National	0.38	(0.65)	1.06	1.83	1.78	2.00
Old Nat'l: Interm Comp	0.36	(0.58)	1.12	1.97	1.99	2.12
Bimbg:Int Gov/Cred	0.21	(0.96)	0.91	1.52	1.63	1.85
<b>ISU-Tier 3</b>	<b>0.24</b>	<b>0.00</b>	<b>2.73</b>	<b>2.94</b>	<b>3.45</b>	<b>3.61</b>
ISU-Mesirow Fincl.	0.14	(0.83)	1.67	2.39	2.40	2.67
Mesirow:Core Comp	0.10	(0.86)	1.61	2.38	2.43	2.73
Bimbg:Aggregate	0.02	(1.22)	1.31	2.16	2.02	2.42
ISU-Reams Asset Mgmt.	(0.33)	(0.40)	1.32	2.18	2.65	2.83
Reams:Core Comp	(0.40)	(0.73)	1.40	2.02	2.57	2.83
Bimbg:Aggregate	0.02	(1.22)	1.31	2.16	2.02	2.42
ISU-Loomis Sayles	0.66	0.54	4.00	3.61	4.32	4.43
Loomis:Core Plus Comp	0.53	0.40	3.93	3.52	4.29	4.37
Bimbg:Aggregate	0.02	(1.22)	1.31	2.16	2.02	2.42
<b>ISU-Total Fund</b>	<b>0.34</b>	<b>0.23</b>	<b>2.31</b>	<b>2.40</b>	<b>2.69</b>	<b>2.74</b>
<b>ISU-Total Fund-Net</b>	<b>0.25</b>	<b>(0.10)</b>	<b>1.98</b>	<b>2.08</b>	<b>2.37</b>	<b>2.43</b>
<b>Total Fund Target*</b>	<b>0.17</b>	<b>(0.42)</b>	<b>1.12</b>	<b>1.60</b>	<b>1.50</b>	<b>1.75</b>

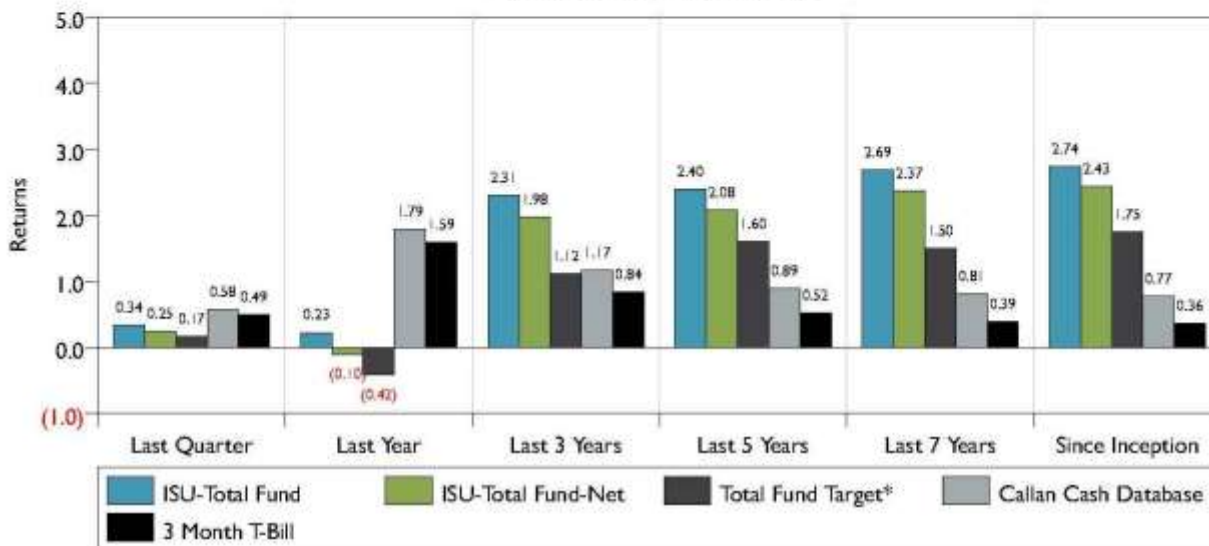
Total Fund Target\* = 19% 90 Day T-Bill, 19% Barclays Govt/Credit 1-3 Year Index, 62% Barclays Aggregate Index

**RETURN SUMMARY**  
**PERIOD ENDED SEPTEMBER 30, 2018**

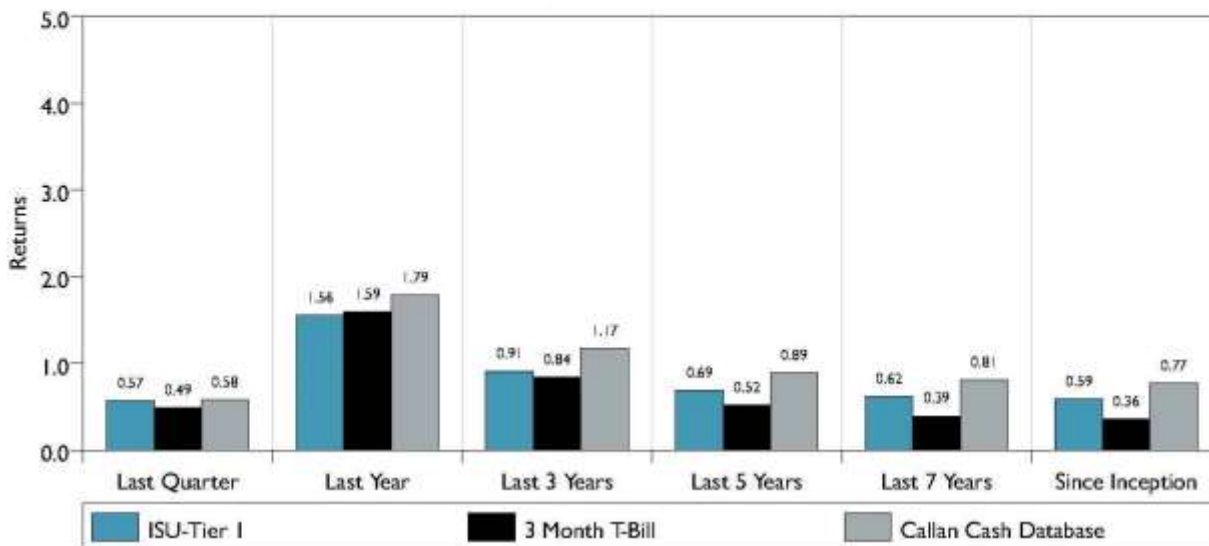
**Total Fund Performance**

The charts below show the Fund's performance by tier over various time periods versus the appropriate benchmark and peer group.

ISU Total Fund Returns  
for Various Time Periods  
Current Quarter Ending September 30, 2018  
Inception Date: October 1, 2010



ISU Tier I Returns  
for Various Time Periods  
Current Quarter Ending September 30, 2018  
Inception Date: October 1, 2010

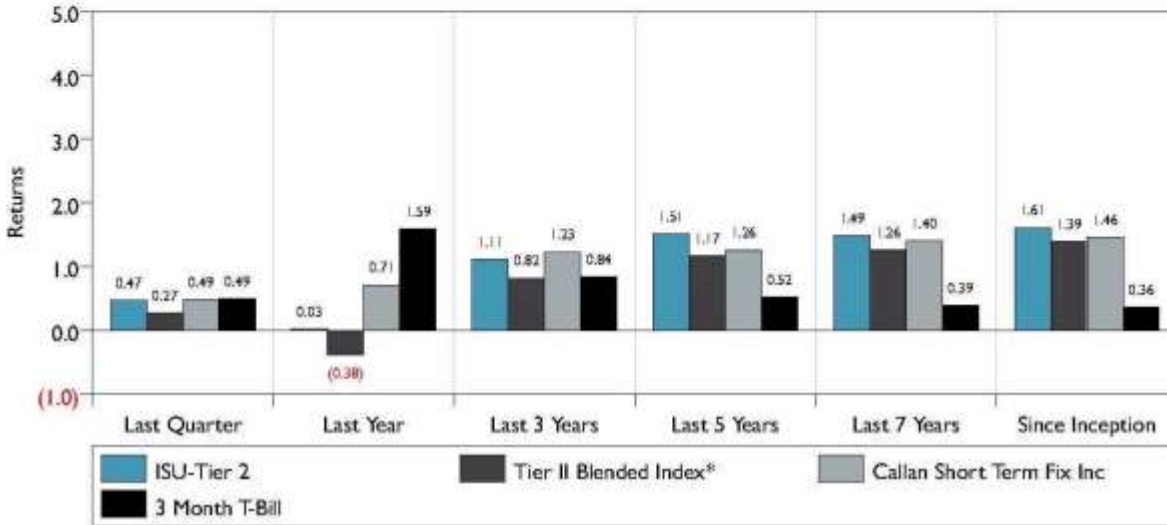


**RETURN SUMMARY**  
**PERIOD ENDED SEPTEMBER 30, 2018**

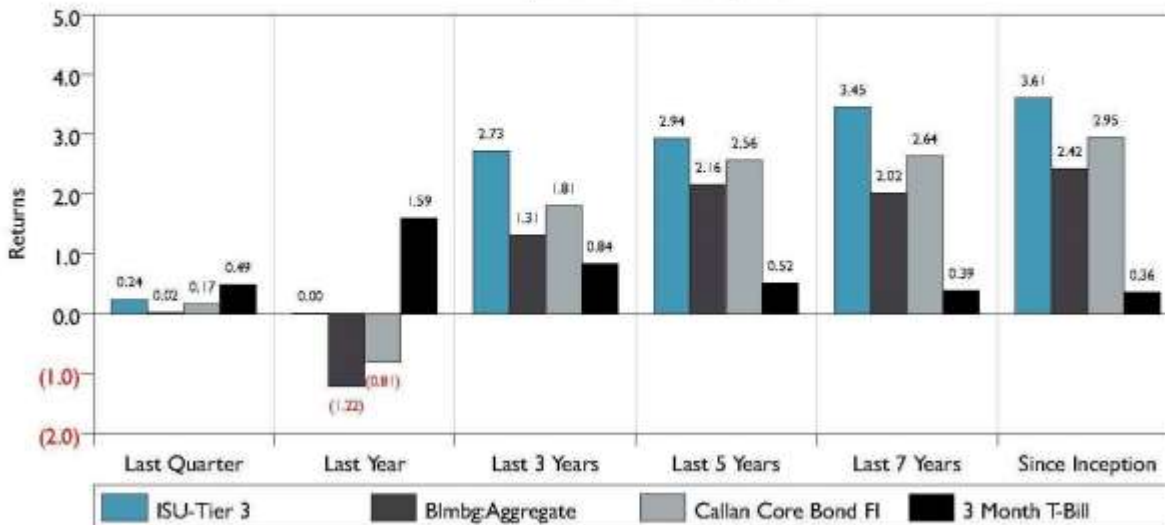
**Total Fund Performance**

The charts below show the Fund's performance by tier over various time periods versus the appropriate benchmark and peer group.

ISU Tier 2 Returns  
 for Various Time Periods  
 Current Quarter Ending September 30, 2018  
 Inception Date: October 1, 2010



ISU Tier 3 Returns  
 for Various Time Periods  
 Current Quarter Ending September 30, 2018  
 Inception Date: October 1, 2010



Tier II Blended Index\* = 50% Barclays Govt/Credit 1-3 Year Index, 50% Barclays Govt/Credit Intermediate Index

## 4b Financial Report

INDIANA STATE UNIVERSITY							
GENERAL FUND OPERATING REVENUE AND EXPENSE SUMMARY							
For the Period Ending September 30, 2018							
	2018-19 Base Budget	2018-19 Adjusted Budget	YTD through 9/30/18*	Percent of Adjusted Budget	2017-18 Adjusted Budget	YTD through 9/30/17*	Percent of Adjusted Budget
<b>Revenues</b>							
State Appropriations							
Operational	\$ 65,573,788	\$ 65,573,788	\$ 16,393,446	25.0%	\$ 65,154,447	\$ 16,288,611	25.0%
Student Success Appropriation	2,350,000	2,350,000	587,499	25.0%	2,350,000	587,499	25.0%
Debt Service Appropriation	11,649,230	11,649,230	-	0.0%	9,038,588	-	0.0%
Sub-Total State Appropriations	79,573,018	79,573,018	16,980,945		76,543,035	16,876,110	
Student Tuition	107,570,371	107,639,086	51,400,241	47.8%	105,473,594	53,676,070	50.9%
Other Fees and Charges	1,131,500	1,131,500	438,254	38.7%	1,131,500	485,468	42.9%
Program Fees	900,000	900,000	447,270	49.7%			
Other Income and Transfers	7,025,111	7,025,141	4,586,160	65.3%	6,221,871	4,239,290	68.1%
<b>Total Budgeted Revenue</b>	<b>\$ 196,200,000</b>	<b>\$ 196,268,745</b>	<b>\$ 73,852,870</b>		<b>\$ 189,370,000</b>	<b>\$ 75,276,938</b>	
Encumbrances and Carryforward		13,782,983	13,782,983		13,495,543	13,495,543	
Reimbursements and Income Reappropriated From Other Sources		1,131,476	1,131,476		2,264,420	2,264,420	
<b>Total Revenues</b>	<b>\$ 196,200,000</b>	<b>\$ 211,183,204</b>	<b>\$ 88,767,329</b>	<b>42.0%</b>	<b>\$ 205,129,963</b>	<b>\$ 91,036,901</b>	<b>44.4%</b>
<b>Expenditures</b>							
Compensation							
Salaries and Wages	\$ 90,770,472	\$ 91,714,787	\$ 21,610,143	23.6%	\$ 89,945,913	\$ 21,363,112	23.8%
Fringe Benefits	27,741,146	27,815,783	6,211,795	22.3%	27,478,773	6,173,828	22.5%
Sub-Total Compensation	118,511,618	119,530,570	27,821,938	23.3%	117,424,686	27,536,940	23.5%
Departmental Expenses							
Supplies and Related Expenses	16,069,091	24,254,950	7,367,898	30.4%	24,883,722	7,161,026	28.8%
Repairs and Maintenance	4,642,080	5,691,989	5,442,776	95.6%	5,545,326	4,814,393	86.8%
Other Committed Expenses	1,310,348	1,310,348	405,219	30.9%	1,130,302	544,107	48.1%
Sub-Total Departmental Expenses	22,021,519	31,257,287	13,215,893	42.3%	31,559,350	12,519,526	39.7%
Utilities and Related Expenses	11,229,954	11,229,955	3,737,076	33.3%	11,017,149	3,800,703	34.5%
Equipment and Other Capital							
Library Acquisitions	1,610,729	1,626,862	1,099,900	67.6%	1,630,698	257,727	15.8%
Operating Equipment	2,064,542	3,038,794	1,037,587	34.1%	3,848,020	800,212	20.8%
Capital Improvements	4,600,000	4,600,000	-	0.0%	4,241,718	135,881	3.2%
Sub-Total Equipment & Other Capital	8,275,271	9,265,656	2,137,487	23.1%	9,720,436	1,193,820	12.3%
Student Scholarship and Fee Remissions	13,837,428	14,222,622	9,001,204	63.3%	13,737,209	8,583,854	62.5%
Laptop Scholarship Program	1,415,000	1,415,000	1,208,736	85.4%	1,415,000	1,206,524	85.3%
Academic Debt Service	12,257,230	12,257,230	9,848,676	80.3%	9,038,588	7,208,715	79.8%
Reserve for Strategic Initiatives	1,158,973	1,059,574	-	0.0%	1,552,809	-	0.0%
Reserve for Student Success	1,219,007	1,219,007	-	0.0%	1,425,000	-	0.0%
Budgeted Reserve	5,374,000	5,374,000	-	0.0%	5,274,000	-	0.0%
Transfers Out		3,452,303	2,611,168	75.6%	2,965,736	2,549,507	86.0%
Program Fees-Transfer Out/Allowance	900,000	900,000	447,270	49.7%	-	-	
<b>Total Expenditures</b>	<b>\$ 196,200,000</b>	<b>\$ 211,183,204</b>	<b>\$ 70,029,448</b>	<b>33.2%</b>	<b>\$ 205,129,963</b>	<b>\$ 64,599,589</b>	<b>31.5%</b>
*Includes encumbrances and open commitments							

### Revenues

#### Student Tuition

Student Tuition is below the Fall semester's budget by \$3.11 million. This is a result of a reduction in the undergraduate and graduate students. This shortfall will also be reflected in the Spring semester. The University has budgeted \$5.4 million as a reserve to offset this shortfall along with implementing a 3% reserve to base budgets on all general fund supply and expense, repair and maintenance, and capital budgets. This also applies to Residential Life and those auxiliary units that receive funds from tuition revenues.

#### Other Fees and Charges

Other Fees and Charges are below last year's amount by \$47,214. This is due to reduced college challenge, change of course, deferment, collection, and graduate application fees related to reduced enrollment.

#### Other Income and Transfers

Other Income and Transfers are above last year's totals by \$346,870. This reflects an increase of \$182,000 of utility reimbursement by Residential Life and includes \$152,000 of interest income allocated through 9/30/18 of the \$608,000 budgeted for the year. This represents the portion of the Scott College of Business and the Hulman Center project not funded by fee replacement. The full debt service for these bond issues are shown in the Academic Debt Service expenditures category below.

#### Program Fees

Program Fees of \$477,270 represents the amount charged for both the Fall semester and the amount of Summer 2018 recognized in FY19. These fees are allocated to designated funds in which expenditures for these programs are recorded. The programs represented in these fees include: Doctor of Nursing Practice, Physician Assistant, Occupational Therapy, Doctor of Physical Therapy, Communication Disorders, Genetic Counseling, and Doctor and Masters in Athletic Training.

#### Reimbursements and Income Reappropriated from Other Sources

Income from these sources are down \$1,132,944 from FY18 which includes the \$477,270 reclassified program fees listed above. The remaining decrease is a result of reduced lab fees, international sponsored student fees, new student orientation fees, and one-time funding for the State Works Program allocated in the previous fiscal year.

### **Expenses**

#### Compensation

Compensation is above last year's total by \$284,998. Salaries and Wages are up \$247,031 to reflect increased administrative, support, and student wages while instructional and graduate assistants wages decreased. Fringe benefits increased by \$37,967 due to increased medical insurance, disability, FICA, TIAA, and PERF costs, while retirement and unemployment costs declined.

#### Departmental Expenses

Total Departmental Expenses increased by \$696,367 from last year. Supplies and Related Expenses increased by \$206,872 over last year's total due to increased OIT professional services and professional development travel, while search expenses were lower. Repairs and Maintenance expenses are above last year's total by \$628,383 reflecting increased purchase orders for HVAC, building maintenance and OIT computer software. Other Committed Expenses are down by \$138,888 due to timing of payments for fire services and control systems.

#### Utilities and Related Expenses

Utilities and Related Expenses are below last year's total by \$63,627. The purchase order for 2019 natural gas purchases was reduced by \$283,110 to reflect actual usage in 2018. This savings has been reduced by increased electrical and water costs.

#### Equipment and Other Capital

Equipment and Other Capital expenditures are up \$943,667 from last year's amount. Library Acquisition shows an increase of \$842,173. This is a result of recording purchase orders on subscription services used by the Library. Overall acquisition spending will remain at 2018 levels. This results in a timing difference which will level out as the year progresses. Operating Equipment expenditures are up \$237,375 due to equipment purchases by student media.

Student Scholarship and Fee Remissions

Student Scholarship and Fee Remissions are above last year's total by \$417,350. The growth in scholarships reflects a change that started in FY18 in eligibility criteria for merit based aid and the addition of an Illinois scholarship program. The growth in these programs more than offsets the reduction in undergraduate enrollment and decreases in graduate assistantships. Based on Fall scholarship data a projected \$3.8 million budget overage is anticipated. The Laptop scholarships were at the same level as 2018 expenditures which will result in a \$206,264 year-end reversion.

Academic Debt Service

Academic Debt Service is at \$9.8 million for 2019 and shows an increase of \$2.6 million over 2018. This reflects the additional fee-replaced and non-fee-replaced debt service for the Human Center project. The non-fee replaced portion of debt service is funded by interest income and is reflected in the Other Income and Transfers listed above.

Budgeted Reserve

For FY19 a budgeted reserve of 5 percent of the gross student fee revenue was established. These funds will be used to offset the tuition revenue shortfall and student scholarship and fee remissions. An additional \$700,000 of the current operating FY19 budget has been reserved with additional auxiliary funds including Residential Life and other student fee supported funds reserving an additional \$250,000.

Transfers Out

Transfers Out increased \$61,661 as program fees are not included in FY19 transfers but are included in FY18 totals. The increased amount relates to the carry forward of program fees from prior years that were moved to designated accounts as the current year's fees are shown below.

Program Fees-Transfer Out/Allowance

The Physician Assistant, Occupational Therapy, Doctor of Physical Therapy, Doctor of Nursing Practice, Communication Disorders, Genetic Counseling, and Doctor and Masters of Athletic Training fees are transferred to designated funds in which they are expended for these programs.

## 4c Purchasing Report

Purchase Order Activity for Period September 26, 2018 to November 28, 2018		
<b>Purchases Over \$50,000</b>		
	<b>Nothing to report for this period of time.</b>	

## 4d Vendor Report

The following vendors have accumulated purchases from the University for the time period October 1-31, 2018 (Fiscal Year) in excess of \$250,000:		
RJE Interiors Inc	\$ 267,462	Furniture Purchases for Science Building Corridors, CHHS Renovation; Miscellaneous Furniture Purchases
Delta Dental Plan of Indiana	\$ 292,867	Dental Claims Reimbursements
Otis Elevator	\$ 311,485	Maintenance Agreement for Campus Elevators; Elevator Repairs
EDF Energy Services LLC	\$ 318,507	Natural Gas Purchases
Unum Life Insurance Company of America	\$ 323,440	Life and Long Term Disability Insurance
Previously Reported Vendors with Purchases Exceeding \$250,000		
Byrne & Jones Construction Inc	\$ 257,797	Football Turf
Johnson Controls Fire Protection LP	\$ 278,522	Rankin Data Center; Fire Suppression Services
Duncan Video Inc	\$ 308,908	Student Media Video Equipment
Ellucian Company LP	\$ 334,024	Banner Software Maintenance
SoftChoice Corporation	\$ 336,527	Maintenance on EES System and Licensing Software
Blackboard Inc	\$ 341,030	Blackboard Software Maintenance and Storage
Sycamore Engineering Inc	\$ 372,127	University Apartments Fire Suppression
Barnes & Noble Booksellers	\$ 379,431	Textbook Scholarships
Office Works	\$ 380,416	Rhoads Hall Case Goods; CHHS Renovation Case Goods
Key Government Finance Inc	\$ 392,332	Networking Software Maintenance Agreement
City of Terre Haute	\$ 412,388	Sewage Utility Payments; Campus Fire Protection
Riverside Technologies Inc	\$ 488,469	Computer Equipment Purchases; Laptop/iPad Scholarships
500 Wabash Housing LLC	\$ 511,780	500 Wabash Lease Payments
ONI Risk Partners Inc	\$ 562,535	Athletic Medical, Flight Academy, Workers Compensation, and Commercial Property Insurance Policies
AmWins/NEBCO Group Benefits	\$ 672,487	Retiree Insurance Coverage
Ratio Architects Inc	\$ 816,848	Architectural Services for CHHS Renovation; Rhoads Hall & Hulman Center; Sycamore Dining Renovations
Evan and Ryan Electrical Contractors Inc	\$ 830,968	Holmstedt Restroom Renovation; Holmstedt Classrooms; Starbucks Build-Out; Root Hall Classrooms; Landsbaum Simulator Lab; Library Basement Study Room
CVS Pharmacy Inc	\$ 1,248,140	Prescription Drug Coverage
Weddle Bros Building Group LLC	\$ 1,328,965	Fine Arts Renovation
Duke Energy	\$ 2,550,841	Electricity Utility Payments
TIAA CREF	\$ 2,927,436	Retirement Contributions
Sodexo Inc and Affiliates	\$ 3,739,323	Dining and Catering Services
Anthem Life Insurance Company	\$ 4,279,907	Health Care Benefits and Reimbursements of Medical Claims (as of 1/1/2017)
Hannig Construction Inc	\$ 6,363,523	Science Building Corridor Renovations; Rhoads Hall Renovation; CHHS Renovation; Tirey/Tilson Roof & Masonry Repairs; Root Hall Classrooms

## 4e Faculty Personnel

### FACULTY

#### Appointments

(Effective August 1, 2019 unless otherwise noted)

John Ferguson; Assistant Professor, Department of Marketing and Operations; Ph.D., University of North Texas; salary \$111,900 per academic year.



## **Instructor Appointments of 2-5 years – 2019-2020 Academic Year**

(Effective August 1, 2019 unless otherwise noted)

Kimberly Campbell; Instructor, Department of Management, Information Systems and Business Education; M.S., Indiana State University; salary \$45,000 per academic year, prorated from the effective date of January 1, 2019.

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

Brandi Andreae; from twelve-month Assistant Professor and Occupational Therapy Clinical Coordinator, Department of Applied Medicine and Rehabilitation, to ten month Assistant Professor, Department of Applied Medicine and Rehabilitation; surrenders Clinical Coordinator supplement of \$7,500 per fiscal year; salary \$81,000 per academic year, prorated from the effective date of August 15, 2018.

Azizi Arrington-Bey; Associate Professor, Department of Built Environment; supplement of \$3,000 per academic year for additional duties as Coordinator of the Interior Architectural Design program; for the 2018-2019 academic year.

Katherine Lee; from Associate Professor, Department of English, to Associate Professor, Department of English and Acting Chairperson, Department of Multidisciplinary Studies; chairperson supplement of \$12,000 per academic year, prorated for the spring semester of the 2018-2019 academic year.

Amanda Muhammad; from Interim Chairperson and Associate Professor, Department of Human Resource Development and Performance Technologies, to Associate Professor, Department of Human Resource Development and Performance Technologies; surrenders chairperson supplement of \$15,000; effective September 30, 2018..

James Smallwood; from Professor, Department of Applied Engineering and Technology Management, to Interim Chairperson, Department of Human Resource Development and Performance Technologies, and Professor, Department of Applied Engineering and Technology Management; chairperson supplement of \$15,000 per academic year, prorated for the appointment period of October 1, 2018 through May 31, 2019.

Meghan Steward; from Instructor, Department of Applied Medicine and Rehabilitation, to Instructor and Occupational Therapy Clinical Coordinator, Department of Applied Medicine and Rehabilitation; OT Clinical Coordinator supplement of \$7,500 per fiscal year, prorated from the effective date of August 15, 2018.

Brian Zuel; Bayh College of Education Technology Manager, Dean, Bayh College of Education; supplemental instructional stipend of \$3,000, prorated for the appointment period of October 8, 2018, through December 31, 2018, for teaching an additional three hours.

### **Retirements**

Harry Minniear; Associate Professor, Department of Aviation Technology; effective December 31, 2018.

### **Separations**

Jason Brown; Instructor, Department of Aviation Technology; effective December 4, 2018.

Kellee Hanigan; Assistant Professor, Department of Applied Medicine and Rehabilitation; effective December 31, 2018.

Richard Setliff; Full-Time Lecturer, Department of Economics; effective November 1, 2018.

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## 4f Other Personnel

### NON-EXEMPT

#### Appointments

Jamie Bass; Custodian I, Facilities Management; \$11.16 per hour; effective October 8, 2018.

Olivia Bishop; Early Childhood Assistant Teacher, Early Childhood Education Center; \$12.21 per hour; effective November 26, 2018.

Missy Bolinger; Early Childhood Assistant Teacher, Early Childhood Education Center; \$12.21 per hour; effective November 26, 2018.

Tyler Calvert; Administrative Assistant I, IU School of Medicine; \$13.21 per hour; effective November 26, 2018.

Christine Elkins; Administrative Assistant I, English; \$13.21 per hour; effective November 26, 2018.

Kea Envinger; Early Childhood Education Center Teacher, Early Childhood Education Center; \$14.50 per hour; effective November 5, 2018.

Anita Farrell; Accounts Payable Specialist, Foundation Financial Services; \$14.36 per hour; effective November 26, 2018.

TaPring Goatee; Custodian I, Facilities Management; \$11.28 per hour; effective November 26, 2018.

Mark Gulley; Student Services Assistant II – Requires Reappointment, Extended Learning; \$14.36 per hour; effective November 19, 2018.

Jason Hayes; Budget Coordinator, Hulman Center; \$14.36 per hour; effective November 5, 2018.

Kelsey Lumsdon; Financial Aid Processing Specialist; Student Financial Aid; \$13.21 per hour; effective November 12, 2018.

Nneka McNeal; Custodian I, Facilities Management; \$11.28 per hour; effective October 8, 2018.

Trena Millsap; Travel Account Specialist, Associate VP University Controller; \$16.25 per hour; effective October 9, 2018.

Travis Snodgrass; Grounds Technician, Facilities Management; \$12.08 per hour; effective October 1, 2018.

Kristen Taylor; Custodian I, Facilities Management; \$11.28 per hour; effective November 26, 2018.

Debora Tindal; Administrative Assistant III, Office of Information Technology; \$16.92 per hour; effective November 19, 2018.

Sarah Tobias; Early Childhood Assistant Teacher, Early Childhood Education Center; \$12.21 per hour; effective November 26, 2018.

Alivia Vaillancourt; Administrative Assistant I, Social Work; \$13.21 per hour; effective October 29, 2018.

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

Justin Hayes; Grounds Technician, Grounds to Grounds Office Coordinator, Grounds; \$15.95 per hour; effective November 13, 2018.

Christopher Heaton; from Events Setup Technician II, Hulman Center to Events Setup Supervisor, Hulman Center; \$14.36 per hour; effective November 26, 2018.

Josey Tharp; from Mail Services Assistant, Mail Room to Mail Services Coordinator, Mail Room; \$14.02 per hour; effective November 12, 2018.

**Transfers**

Kimberly Strain; from Administrative Assistant III, MBA Program to Administrative Assistant I, IU School of Medicine; \$13.30 per hour; effective October 08, 2018.

**Other**

Jacob Harrison; skill assessment from Police Officer; \$18.79 per hour to \$19.52 per hour; Public Safety; effective October 6, 2018.

Adarius Washington; skill assessment from Police Officer; \$18.79 per hour to \$19.52 per hour; Public Safety; effective October 6, 2018.

**Separations**

Candace Auman; Student Financial Aid Client Services Specialist, Student Financial Aid; effective November 21, 2018.

Sean Casler; Research Technician – Bats – Requires Reappointment, Biology; effective October 15, 2018.

Heather Ervin; Early Childhood Assistant Teacher, Early childhood Education Center; effective November 1, 2018.

Meredith Hoggatt; Research Technician – Bats – Requires Reappointment, Biology; effective October 15, 2018.

Jordan Homes; Research Technician – Bats – Requires Reappointment, Biology; effective October 31, 2018.

Ethan Luken; Custodian I, Burford Housing; effective October 2, 2018.

Kendra McCrea-Bailey; Library Associate I Special Collections, Library Services; effective November 26, 2018.

Rayven Monsen; Administrative Assistant I, Alumni Engagement Office; effective November 2, 2018.

Kelly Plew; Early Childhood Assistant Teacher, Early Childhood Education Center; effective October 19, 2018.

Elise Stanmyer; Research Technician – Bats – Requires Reappointment, Biology; effective October 15, 2018.

## **Retirements**

Mary Ann Duncan; Administrative Assistant I, English; effective November 2, 2018.

Ruth Thompson; Dean's Assistant, Dean, College Health & Human Services; effective January 2, 2019.

## **NON-EXEMPT PROFESSIONAL**

### **Appointments**

Taylor Murphey; Career Services Emp Rela Coord, Career Center; B.S., Boise State University; \$20.70 per hour; effective November 12, 2018.

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

Adam Mathis; from Admissions Counselor, Admissions and High Schl Relations, to International Stu Cred Coord, Admissions and High Schl Relations; \$16.77 per hour; effective October 1, 2018.

Shane Sizemore; Enrollment Mgmt Systems Coord, Admissions and High Schl Relations; position reclassification to pay grade 9; salary to \$18.93 per hour; effective November 3, 2018.

### **Separations**

James Evens; Enrollment Mgt Systems Manager, Admissions and High Schl Relations; effective October 5, 2018.

## **ATHLETICS**

### **Separations**

Matthew Boll; Athletic Fac/Oper Coordinator, Athletic Operations; effective October 15, 2018.

## **EXEMPT**

### **Appointments**

Andrea Angel; VP for Univ Adv/CEO ISU Found, VP for Development; B.S., University of Arkansas Little Rock; salary \$190,000.00 per fiscal year; effective November 12, 2018.

Olivia Finley; University College Adviser, Dean University College; M.S., Indiana State University; salary \$36,000.00 per fiscal year; effective November 5, 2018.

Johnathan Gerber; Testing Coordinator, New Student Transition Programs; Ph.D., Washington State University; salary \$36,000.00 per fiscal year; effective October 15, 2018.

Kelsey Gmelich; Student Success Program Coord, Center for Student Success; B.S., Indiana State University; salary \$36,000.00 per fiscal year; effective November 5, 2018.

### **Temporary Appointments**

#### **(Effective October 1, 2018 through September 30, 2019 unless otherwise noted)**

Matthew Johnson; IEPRC Project Coordinator, Blumberg Center; salary \$80,706.00 per fiscal year; effective October 1, 2018.

Patrick McGinley; IEPRC Research Director, Blumberg Center; salary \$72,900.00 per fiscal year; effective October 1, 2018.

Angela McKinney; Blumberg Center Project Coord, Blumberg Center; salary \$71,336.00 per fiscal year; effective October 1, 2018.

Marianne Orfanos; IEPRC Project Coordinator, Blumberg Center; salary \$62,000.00 per fiscal year; effective October 1, 2018.

Jolly Piersall; Blumberg Center Proj Director, Blumberg Center; salary \$107,974.00 per fiscal year; effective October 1, 2018.

Lisa Poff; Blumberg Center Project Coord, Blumberg Center; salary \$65,532.00 per fiscal year; effective October 1, 2018.

Gail Ringwalt; Blumberg Ctr Compli/Instr Spec, Blumberg Center; salary \$80,982.00 per fiscal year; effective October 1, 2018.

Mark Suiter; Blumberg Ctr Technology Coord, Blumberg Center; salary \$75,158.00 per fiscal year; effective October 1, 2018.

Robin Thoma; Blumberg Center Project Coord, Blumberg Center; salary \$59,231.00 per fiscal year; effective October 1, 2018.

Dale Thomas; Blumberg Center Media Producer, Blumberg Center; salary \$88,108.00 per fiscal year; effective October 1, 2018.

Brady Tragesser; IEPRC Project Coordinator, Blumberg Center; salary \$62,000.00 per fiscal year; effective October 1, 2018.

Carol Wetherell; Blumberg Center Director, Blumberg Center; salary \$81,500.00 per fiscal year; effective October 1, 2018.

Marcee Wilburn; IEPRC Project Coordinator, Blumberg Center; salary \$61,087.00 per fiscal year; effective October 1, 2018.

Kristian Wright; IEPRC Project Coordinator, Blumberg Center; salary \$62,000.00 per fiscal year; effective October 1, 2018.

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

Nicole Bridgewater; Student Success Innov Exec Dir, Student Success; stipend of \$1,000.00 per month for additional duties; effective November 1, 2018 through June 30, 2019.

Erik Chaouch; from Athletic Trainer I, Applied Medicine & Rehabilitation, to Interim Ath Train Services Dir, Applied Medicine & Rehabilitation; salary \$69,000.00 per fiscal year; effective September 8, 2018.

Nancy Daffer; from Asst Dir Finan Endowment Deve, Foundation Financial Svcs, to Foundation Finance Director, Foundation Financial Svcs; salary \$63,350.00 per fiscal year; effective November 1, 2018.

Suzanne Downs; from Administrative Assistant II, Early Childhood Education Center, to WCI-AHEC Clinical Coordinator, Indiana Area Health Ed Ctr; salary \$43,081.00 per fiscal year; effective November 26, 2018.

Katelunn DUBY-Edwardson; from University College Adviser, Dean University College, to Targeted Retention Serv Coord, Dean University College; salary \$41,500.00 per fiscal year; effective August 1, 2018.

Patrick Dugan; from Enrollment Mgmt Systems Coord, Admissions and High Schl Relations, to Web Services Assc Director, Admissions and High Schl Relations; salary \$49,000.00 per fiscal year; effective November 3, 2018.

Hilary Duncan; from Alumni Engag Asst Dir Communic, Alumni Engagement Office, to Annual Giving Director, Advancement; salary \$68,000.00 per fiscal year; effective October 1, 2018.

Chris Hayes; from Systems Integrator, Office of Information Technology, to Lead Systems Integrator-Linux, Office of Information Technology; salary \$70,000.00 per fiscal year; effective November 1, 2018.

Sumalayo Jackson; from University College Adviser, Dean University College, to Intrm Afri Amer Cult Ctr Dir, African American Cultural Center; salary \$60,000.00 per fiscal year; effective October 1, 2018.

Stephanie Jeffers; from Career Services Coordinator, Career Center, to COT Stu Career Sup Outre Dir, Dean, College of Technology; salary \$55,000.00 per fiscal year; effective October 2, 2018.

Benjamin Kappes; from Alumni Engag Asst Dir Outreach, Alumni Engagement Office, to Alumni Engag Asst Dir Outreach, Alumni Engagement Office; salary \$51,663.00 per fiscal year; effective November 3, 2018.

Kristy Nicoson; from Student Services Assistant II, IU School of Medicine-Terre Haute, to Program Coord Ph1 Y2 - IUSM, IU School of Medicine-Terre Haute; salary \$44,012.00 per fiscal year; effective November 3, 2018.

Yasenska Peterson; Sti Intrm Chair AHS, Dept of Applied Health Sciences; end of stipend for additional duties; effective September 30, 2018.

Peggy Weber; Sti Intrm Chair, Social Work; end of stipend for additional duties; effective September 30, 2018.

Hope Williams; from University College Adviser, Dean University College, to Target Retent Servs Coord -IE, Dean University College; no change in pay; effective September 15, 2018.

Brice Yates; from African Amer Cultural Ctr Dir, African American Cultural Center, to Intrm Assc VP Inc Exc/Title IX, ISU Equity Diversity Inclusion; salary \$90,000.00 per fiscal year; effective October 1, 2018.

### **Separations**

Gregory Goode; Government Relations Exec Dir, External Relations; effective December 7, 2018.

Nichole Goodwin; Res Life Area Coord Req Reap, Residential Life Programming; effective October 15, 2018.

Stephanie Krull; Landscape and Grounds Manager, Facilities Management; effective November 9, 2018.

Kimberly Monte; Campus Rec Assc Dir Fit & Prog, Campus Recreation; effective November 15, 2018.

Thomas Recker; Assc VP Development, Advancement; effective November 9, 2018.

### **ATHLETICS**

### **Appointments**

**(Effective July 1, 2018 through June 30, 2019 unless otherwise noted)**

Melissa Giesen; Asst Coach, Wmn Swim & Diving, Athletics-Womens Swimming; B.S., Indiana State University; salary \$38,250.00 per fiscal year; effective October 3, 2018.

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## 4g Grants and Contracts

1. U.S. Department of Education, Fund No. 549269, Proposal 19-023  
An agreement in the amount of \$209,276.00 has been received from U.S. Department of Education for the project entitled, “The Indiana Deaf-Blind Services Project,” under the direction of Carol Wetherell, Blumberg Center, for the period October 1, 2018 through September 30, 2019.
  2. U.S. Department of Education, Fund No. 549270, Proposal 17-108  
An agreement in the amount of \$528,234.00 has been received from U.S. Department of Education for the project entitled, “Strengthening Institutions Program for Indiana State University: A S.M.A.R.T. Initiative for Student and New Faculty Mentoring,” under the direction of Joshua Powers, Office of Student Success, for the period October 1, 2018 through September 30, 2019.
  3. Union Hospital, Fund No. 549213, Proposal 19-034  
Additional appropriations in the amount of \$12,000.00 have been received from Union Hospital for the project entitled, “Substance Abuse Treatment Telehealth Network Grant Program,” under the direction of Shiaw-Fen Ferng-Kuo, Department of Applied Health Sciences, for the period November 6, 2017 through August 31, 2019.
  4. Indiana Campus Compact, Fund No. 549275, Proposal 19-007  
An agreement in the amount of \$854.00 has been received from Indiana Campus Compact for the project entitled, “CarFit Event,” under the direction of Priya Bakshi, Department of Applied Medicine and Rehabilitation, for the period October 1, 2018 through November 30, 2018.
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## 4h Agreements

### Performer, Lecturer & Entertainment Agreements

Cher Behind the Chair

Houghton Mifflin Harcourt Publishing Company (Duke Energy Reading and Math Summit)

John Paul Wolf (Duke Energy Reading & Math Summit)

Jon Paul Goodman

LeaderShape Institute

Miss Indiana Scholarship Pageant, Inc.

Neon Entertainment

Rachel Porter (Duke Energy Reading & Math Summit)

Strive 365

**Affiliation Agreements**

Blessing Health System

Carle R. Darnall Army Medical Center

The Carle Foundation

Central Michigan University Board of Trustees

Easterseals Crossroads

Elmhurst Memorial Hospital

Fauquier Health

Harrison County Hospital

Henry Ford Health System

Indiana University Health, Inc.

Messiah College

OHRH, LLC

On With Life

OSF Healthcare System-Saint Anthony Medical Center

Perry Township Schools

Purdue University

RehabClinics, Inc.

Signature Healthcare – Lafayette IN

Signature Healthcare of Tarpon Springs

St. Elizabeth Medical Center

Swedish American Health System Corporation

Tattnall Hospital Company, LLC

Valkyr Inc.

West Ada School District

Wexford of Indiana, LLC



## 4i Board Representation at University Events

### Events Requiring Board Representation

February 21-22, 2019 Board of Trustees Meeting, Terre Haute, IN  
January 23, 2019 Founders Day, Terre Haute, IN

### Optional Events

January 7, 2018 Alumni Event, Tampa, FL  
January 8, 2019 Alumni Event, Orlando, FL  
January 9, 2019 Alumni Event, Sarasota, FL  
January 11, 2019 Alumni Event, Naples, FL  
January 12, 2019 Alumni Event, Boca Raton, FL  
January 17, 2019 Martin Luther King, Jr. Dinner, Terre Haute, IN  
January 19, 2019 Men's Basketball vs. Loyola-Chicago & 40<sup>th</sup> Anniversary of 1979 Basketball Team, Terre Haute, IN

Please find a full listing of University events at the following link:

<http://www.indstate.edu/all-events>

**If you are planning to attend any of these events, please contact Kay Ponsot so that the appropriate arrangements can be made. Contact Kay at (812)237-7768 or [kay.ponsot@indstate.edu](mailto:kay.ponsot@indstate.edu).**

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## 4j In Memoriam

### IN MEMORIAM: Mr. Gary Holmes

WHEREAS, Mr. Gary Holmes, retired Custodial Worker I, died on the twentieth day of September two thousand eighteen and;

WHEREAS, Gary Holmes, had given loyal and devoted service to Indiana State University for over 27 years and had gained the respect of those who knew him as a dedicated co-worker and friend;

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

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

### IN MEMORIAM: Dr. Thomas Donald Harris

WHEREAS, Dr. Thomas Donald Harris, Assistant Professor Emeritus of Accounting of Indiana State University, died on the first day of November two thousand and eighteen; and

WHEREAS, Dr. Thomas Donald Harris had given loyal and devoted service to Indiana State University for twenty seven 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: Rose Mary Brewster**

WHEREAS, Rose Mary Brewster, retired Custodial Worker I for Sycamore Housing of Indiana State University, died on the twenty-eight day of November two thousand and eighteen; and

WHEREAS, Rose Mary Brewster, had given loyal and devoted service to Indiana State University for over twenty-four 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.

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## 5 Old Business

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## 6 Adjournment