AGENDA
UNIVERSITY OF SOUTHERN INDIANA
BOARD OF TRUSTEES
May 12, 1989

SECTION I - GENERAL AND ACADEMIC MATTERS
A. Approval of Minutes of March 2, 1989, Meeting
B. Establishment of Next Meeting Date, Time, Location
C. President's Report
D. Report of Finance Committee Meeting
E. Approval of Revised Easement for Secondary Electrical Service Line
F. Approval of Request to Convey Real Estate

SECTION II - FINANCIAL MATTERS
A. Approval of Budget Appropriations, Adjustments, and Transfers
B. Acceptance of Bids for Telecommunications System
C. Approval of Request for Telecommunications System Funding
D. Approval of Request for General Repair and Rehabilitation Funds
E. Approval of Revision of Retirement Plans
F. Approval of Life Insurance Rates for 1989-1990
G. Approval of Disability Insurance Rates for 1989-1990

SECTION III - PERSONNEL MATTERS
A. Approval of Personnel Actions
SECTION I - GENERAL AND ACADEMIC MATTERS

A. APPROVAL OF MINUTES OF MARCH 2, 1989, MEETING

B. ESTABLISHMENT OF NEXT MEETING DATE, TIME, LOCATION

C. PRESIDENT'S REPORT

D. REPORT OF FINANCE COMMITTEE MEETING

E. APPROVAL OF REVISED EASEMENT FOR SECONDARY ELECTRICAL SERVICE LINE

At its November 3, 1988 meeting, the Board approved an easement to Southern Indiana Gas and Electric Company for the installation of the secondary electrical service line. Since approval, it has been necessary to change the path of the line. The revised easement in Exhibit I-A reflects the correct route of the line.

Approval of the revised easement in Exhibit I-A is recommended.

F. APPROVAL OF REQUEST TO CONVEY REAL ESTATE

The Indiana Department of Highways plans to make improvements on Indiana 62 at the campus intersection. This will necessitate the conveyance of USI property to the Department of Highways for right of way.

Approval is recommended to convey the real estate as described in the Warranty Deed in Exhibit I-B, and to authorize the Chairman of the Board to act as Grantor, and with the Secretary of the Board, to execute all necessary documents.
SECTION II - FINANCIAL MATTERS

A. APPROVAL OF BUDGET APPROPRIATIONS, ADJUSTMENTS, AND TRANSFERS

Approval of the following Budget Appropriations, Adjustments and Transfers is recommended.

From: Unappropriated Athletic Funds

To: 3-30602 Athletics - Baseball Supplies & Expenses $2,580
To: 3-30605 Athletics - Women's Basketball Supplies & Expenses 300
To: 3-30606 Athletics - Men's Basketball Supplies & Expenses 1,000
To: 3-30610 Athletics - Soccer Supplies & Expenses 1,900
To: 3-30611 Athletics - Volleyball Supplies & Expenses 116

B. ACCEPTANCE OF BIDS FOR TELECOMMUNICATIONS SYSTEM

Bids were received on April 28, 1989 for a new telecommunications system. A recommendation for acceptance of the best bid will be included in the addenda to the agenda.

C. APPROVAL OF REQUEST FOR TELECOMMUNICATIONS SYSTEM FUNDING

A resolution requesting approval from the Indiana Commission for Higher Education and State Budget Committee for funding of the telecommunications system will be included in the addenda to the agenda.

D. APPROVAL OF REQUEST FOR GENERAL REPAIR AND REHABILITATION FUNDS

At the July 7, 1988, meeting of the Board of Trustees approval was given for a new campus-wide, fire-alarm system. The exact cost of this system now has been determined.

This request asks authorization for President Rice to seek approval from the Indiana Commission for Higher Education, the State Budget Agency, the State Budget Committee, and the Governor of the State of Indiana for the fire-alarm system at a total cost of $76,738.

Approval of this request for general repair and rehabilitation funds is recommended.
E. APPROVAL OF REVISION OF RETIREMENT PLANS

Due to the Tax Reform Act of 1986 and legislation of the 1989 Indiana General Assembly, the University is required to make changes in its retirement programs. The Tax Reform Act affects the tax-deferred status of 403B retirement plans, and Indiana legislation prohibits new university employees from becoming members in the State Teachers Retirement Fund (STRF).

Approval of the following changes is recommended.

Basic Plan

A. Contributions to TIAA by the University for members of the Basic Plan (STRF and TIAA-CREF) will cease as of June 30, 1989. The University will begin making the employee's contribution to STRF as of July 1, 1989, and will make a salary adjustment for any disparity between the two plans.

B. All new faculty and administrative employees, regardless of prior membership in Public Employees Retirement Fund (PERF) or State Teachers Retirement Fund (STRF), will be eligible for membership in only the Teachers Insurance Annuity Association-College Retirement Equities Fund (TIAA-CREF) retirement program after two years of service with the University or immediately if two years of membership was sponsored by a prior employer.

C. Present professional staff members of the STRF or Public Employees Retirement Fund (PERF) plans may opt to change to the Revised Plan (TIAA-CREF).

D. The University will begin making the employee's contribution to PERF for all clerical and support personnel effective July 1, 1989.

F. APPROVAL OF LIFE INSURANCE RATES FOR 1989-90

The University adopted a revised group life insurance program effective February 1, 1989. There are 140 employees currently enrolled in the revised program and 233 employees and retirees remain in the original plan. Employees hired since February 1, 1988 are required to enroll in the revised program.

The following premium rates from Manufacturers Life Insurance Company have been quoted for a twenty-four month guarantee period effective July 1, 1989.

Present and proposed monthly premium rates per $1000 coverage are:

<table>
<thead>
<tr>
<th></th>
<th>Present 1987-89</th>
<th>Proposed 1989-91</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life Insurance</td>
<td>$.24</td>
<td>$.27</td>
</tr>
<tr>
<td>Accidental Death and Dismemberment</td>
<td>.03</td>
<td>.03</td>
</tr>
<tr>
<td></td>
<td>$.27</td>
<td>$.30</td>
</tr>
</tbody>
</table>
Proposed division of premiums:

1. Original Program

<table>
<thead>
<tr>
<th>University</th>
<th>Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $18,000 coverage</td>
<td>$ .27</td>
</tr>
<tr>
<td>More than $18,000 coverage</td>
<td>.02</td>
</tr>
</tbody>
</table>

2. Revised Program

<table>
<thead>
<tr>
<th>University</th>
<th>Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ .27</td>
<td>$ .30</td>
</tr>
</tbody>
</table>

Approval of the renewal of the master policy with Manufacturers Life Insurance Company with the above proposed rates and division of premiums effective July 1, 1989, is recommended.

G. APPROVAL OF DISABILITY INSURANCE RATES FOR 1989-90

The contract for the University's Long-Term Disability Insurance program with Teachers Insurance and Annuity Association of America (TIAA) is to be renewed as of July 1, 1989. The TIAA disability coverage provides income benefits and retirement contributions in the event of a long-term disability. The University pays the total premium cost for eligible employees.

The following TIAA Long-Term Disability monthly premium rates have been quoted for a twelve-month period beginning July 1, 1989. The new rates reflect the combined effect of a change in TIAA's 1989 rate structure and the distribution of benefits for the University group since the plan was last reviewed.

<table>
<thead>
<tr>
<th>Present 1988-89</th>
<th>Proposed 1989-90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Premium</td>
<td>6.28</td>
</tr>
<tr>
<td>Annuity Premium</td>
<td>2.13</td>
</tr>
</tbody>
</table>

Approval of the TIAA Long-Term Disability Insurance rates effective July 1, 1989, is recommended.
SECTION III - PERSONNEL MATTERS

A. APPROVAL OF PERSONNEL ACTIONS

Approval of the following personnel actions is recommended.

1. Recommendation for Tenure

The following faculty member is recommended for continuous appointment, effective August 21, 1989.

Crayton C. Walker, Professor of Business, School of Business; formerly Professor of Information Management at the University of Connecticut. His professional career includes 24 years of prior full-time experience in higher education.

2. Approval of Promotions

The following faculty members are recommended for promotion, effective August 21, 1989.

Assistant Professor to Associate Professor

Marie G. Hankins, Physical Sciences Department, School of Science and Engineering Technology; Ph.D., University of Virginia; B.A., King College; 5 (full-time) years at USI; 5 years at present rank.

Donald S. Wolfe, Foreign Language Department, School of Liberal Arts; Ph.D., M.A., B.S., University of Oregon; 5 years at USI; 5 years at present rank.

Associate Professor to Professor

Leonard E. Dowhie, Art Department, School of Liberal Arts; M.F.A., Indiana State University; B.A.E., Arizona State University; 10 years at USI; 5 years at present rank.

Sandra M. Singer, Psychology Department, School of Liberal Arts; Ph.D., M.A., B.A., University of Colorado; 9 years at USI; 5 years at present rank.

Thomas A. Wilhelmus, English Department, School of Liberal Arts; Ph.D., University of Notre Dame, B.A., Wabash College; 18 years at USI; 11 years at present rank.
This indenitute witnesses, That University of Southern Indiana by its Board of Trustees hereinafter called "Grantor", whether one or more, for and in consideration of the sum of one dollar ($1.00), and other valuable consideration, the receipt of which in hereby acknowledged, does hereby GRANT and CONVEY unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation whose mailing address is 20 NW Fourth Street, Evansville, Indiana 47714-0001, its successors, assigns, and lessees (hereinafter collectively referred to as the "Company"), an easement with the right to construct, erect, maintain, operate, repair, alter, relocate, enlarge, rebuild and remove one or more electric lines underground and one or more electric lines above ground upon one (1) line of supporting structures, together with guy wires, anchors, cables and such other appliances, fixtures, equipment and appurtenances as may be convenient or necessary for the transmission of electric energy, upon, over, under and across a strip of land FIFTEEN (15) feet in width, the approximate center line of which is shown upon the plat which is attached hereto, made a part thereof, and marked "Exhibit A", together with the right of ingress and egress over the lands of Grantor to and from said lines in the exercise of the rights herein granted, provided, that in the exercise of such rights the Company will, whenever practicable to do so, use regularly established highways or roadways.

The real estate of Grantor upon, over and across which said easement and right-of-way shall be laid out and located is situated in Perry Township, Vanderburgh County, State of Indiana, and is more particularly described as follows:

Being a part of the Northeast Quarter of Section 31, Township 6 South, Range 11 West

Grantor for the same consideration further grants to the Company the right to trim or remove, at Company's sole discretion, any and all trees located within said strip of land, and the right to trim or remove, at Company's sole discretion, any and all trees located outside said strip of land that are of such height that in falling directly to the ground they could come in contact with said electric lines, and the right to remove brush or other obstructions from said strip of land.

Subject to the right herein granted to the Company, the Grantor reserves the right to use and enjoy the land included within said easement and right-of-way, but no buildings, structures, equipment, machinery, or any other type of improvement or property, either of a permanent or temporary nature, shall be located or maintained within said strip of land.

Grantor certifies under oath that there is no Indiana Gross Income Tax due in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, the instrument is executed this ___ day of _____, 19__.  

UNIVERSITY OF SOUTHERN INDIANA  
(Board of Trustees)  

By:  
Printed:  
Its:  

State of ) SS:  
County of  

Before me, the undersigned, a Notary Public, within and for said County and State, came ________ and by ________, its ________, who as such ________ and ________, respectively, for and on behalf of said corporation, acknowledged the execution of the foregoing Electric Distribution Line Easement.

I, as such Notary Public, do hereby certify, to the best of my knowledge and belief, that the above and foregoing is a true copy of the instrument or document on which I have hereunto set my hand and Notarial Seal.  

I reside in County, State of ________, and my commission expires:  

Notary Public  
(Printed)

THIS INSTRUMENT WAS PREPARED BY C.E. OSWALD, JR. WITH INSERTIONS BY: J.S. CREEKMUR  
W.O.11109106 DAS/6171-1
EXHIBIT A
EASEMENT FOR RIGHT OF WAY

SOUTHERN INDIANA GAS & ELECTRIC
EVANSVILLE, INDIANA
EST. NO. 8109105 DWG. NO. 61131
This Indenture Witnesseth, That UNIVERITY OF SOUTHERN INDIANA

Convey and Warrant to

the STATE OF INDIANA for and in consideration of ONE DOLLAR AND OTHER GOOD AND

VALUABLE CONSIDERATION $1,000 Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in Vanderburgh County in the State of Indiana, to wit:

A part of the Southeast Quarter of Section 30, Township 6 South, Range 11 West, Vanderburgh County, Indiana, described as follows: Commencing at the southwest corner of the East Half of the East Half of said quarter section; thence North Zero (0) degrees Forty-four (44) minutes Forty-nine (49) seconds West along the West line of said Half quarter section a distance of Five Hundred Twenty-six and Sixty-seven Hundredths (526.67) feet to the South right-of-way line of State Road #62 (the foregoing portion of this description beginning with the words "thence North Zero (0) degrees" is quoted from Deed Drawer 2, card 3305); thence South 75 degrees 23 minutes 00 seconds 00 seconds West 680.51 feet along the boundary of said S.R. 62; thence South 1 degree 01 minute 32 seconds West 114.23 feet along said boundary; thence South 75 degrees 23 minutes 00 seconds West 20.00 feet along said boundary; thence North 58 degrees 17 minutes 04 seconds West 110.60 feet along said boundary to the point of beginning of this description: thence South 75 degrees 23 minutes 00 seconds West 303.64 feet; thence North 87 degrees 35 minutes 03 seconds West 104.40 feet to the southern boundary of S.R. 62; thence North 75 degrees 23 minutes 00 seconds East 375.00 feet along the boundary of said S.R. 62; thence South 58 degrees 17 minutes 04 seconds East 41.47 feet along said boundary to the point of beginning and containing 0.234 acres, more or less.

Also, a part of the West Half of the Southwest Quarter of Section 29 and a part of the Southeast Quarter of Section 30, all in Township 6 South, Range 11 West, Vanderburgh County, Indiana, described as follows: Commencing at the southwest corner of the East half of the East half of the Southeast quarter of said Section 30; thence North Zero (0) degrees Forty-four (44) minutes Forty-nine (49) seconds West along the West line of said Half Half quarter section a distance Five Hundred Twenty-six and Sixty-seven Hundredths (526.67) feet to the South right-of-way line of State Road # 62 (the foregoing portion of this description beginning with the words "thence North Zero (0) degrees" is quoted from Deed Drawer 2, card 3305) and the point of beginning of this description: thence North 75 degrees 23 minutes 00 seconds East 988.69 feet along the boundary of said S.R. 62; thence North 86 degrees 41 minutes 36 seconds East 101.98 feet along said boundary; thence South...
71 degrees 34 minutes 09 seconds West 300.67 feet; thence South 75 degrees 23 minutes 00 seconds West 1,180.00 feet; thence South 81 degrees 23 minutes 32 seconds West 95.52 feet; thence South 75 degrees 23 minutes 00 seconds West 202.60 feet to the southern boundary of S.R. 62; thence North 1 degree 01 minute 32 seconds East 31.15 feet along the boundary of said S.R. 62; thence North 75 degrees 23 minutes 00 seconds East 680.51 feet along said boundary to the point of beginning and containing 1.480 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as S.R. 62 and as Project ST-006-4(I)), to and from the owner's abutting lands, along the lines described as follows: the 303.64-foot and the 104.40-foot courses described above in the description of the 0.234-acre parcel. Also, the 300.67-foot, the 1,180.00-foot, and the 202.60-foot courses described above in the description of the 1.480-acre parcel. Also, beginning at the western end of the 202.60-foot course described above in the description of the 1.480-acre parcel; thence South 75 degrees 23 minutes 00 seconds West 118.76 feet and terminating at the eastern end of the 303.64-foot course described above in the description of the 0.234-acre parcel. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

Also, an easement in and to the following-described real estate, to wit: A part of the Southeast Quarter of Section 30, Township 6 South, Range 11 West, Vanderburgh County, Indiana, described as follows: Commencing at the southwest corner of the East half of the East half of said quarter section; thence North Zero (0) degrees Forty-four (44) minutes Forty-nine (49) seconds West along the West line of said Half Half quarter section a distance of Five Hundred Twenty-six and Sixty-seven Hundredths (526.67) feet to the South right-of-way line of State Road # 62 (the foregoing portion of this description beginning with the words "thence North Zero (0) degrees" is quoted from Deed Drawer 2, card 3305); thence North 75 degrees 23 minutes 00 seconds East 988.69 feet along the boundary of said S.R. 62; thence North 86 degrees 41 minutes 36 seconds East 101.98 feet along said boundary; thence South 71 degrees 34 minutes 09 seconds West 300.67 feet; thence South 75 degrees 23 minutes 00 seconds West 1,180.00 feet to the point of beginning of this description: thence South 1 degree 10 minutes 34 seconds West 75.73 feet; thence South 83 degrees 56 minutes 00 seconds West 70.00 feet; thence North 18 degrees 41 minutes 45 seconds West 72.65 feet; thence North 81 degrees 23 minutes 32 seconds East 95.52 feet to the point of beginning and containing 0.139 acres, more or less, for the purpose of constructing a driveway for service to the owner's private property, which easement will revert to the owner upon the completion of the above-designated project.

C.L.H.

11-16-88
The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

In Witness Whereof, the said _______.

I have hereunto set my hand and seal, this _______ day of _______ 19______.

(Seal)

__________________________
[Signature]

STATE OF INDIANA, County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this _______ day of _______ A. D. 19______ personally appeared the within named Grantor in the above conveyance, and acknowledged the same to be voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires _______ Notary Public

STATE OF INDIANA, County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this _______ day of _______ A. D. 19______ personally appeared the within named Grantor in the above conveyance, and acknowledged the same to be voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires _______ Notary Public