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MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY
MAY 29, 2020

Pursuant to notice, a special meeting was called by the Chair of the Board of Trustees of Southern Illinois University, and the meeting convened at 10:04 a.m., Friday, May 29, 2020, in the Large Dining Room of the Stone Center, Southern Illinois University System Office, Carbondale, Illinois, and via Zoom videoconference. The meeting was called to order by Chair Gilbert. The following members of the Board were present:

Hon. J. Phil Gilbert, Chair
Dr. Ed Hightower, Vice Chair – via Zoom videoconference
Mr. Roger Tedrick, Secretary – via Zoom videoconference
Mr. Ed Curtis - via Zoom videoconference
Dr. Brione Lockett - via Zoom videoconference
Ms. Mackenzie Rogers - via Zoom videoconference
Dr. Subhash Sharma - via Zoom videoconference
Mr. John Simmons - via Zoom videoconference

The following Board member was absent:

Ms. Amy Sholar

The Executive Secretary reported and the Chair determined that a quorum was present.

Also present for the duration of the meeting were Dr. Dan Mahony, President; Mr. Lucas Crater, General Counsel; and Ms. Misty Whittington, Executive Secretary of the Board. Interim Chancellor John M. Dunn, SIUC; Chancellor Randall Pembroke, SIUE; and Dean and Provost Jerry Kruse, SIU School of Medicine; attended the meeting via Zoom videoconference.

The Chair asked that General Counsel Crater speak to the Open Meetings Act variation the Board was operating under pursuant to Governor Pritzker's directive. Mr.

Crater reviewed that the Open Meetings Act requires that a meeting of a public body must have a quorum physically present at the same location, and members are allowed to join by videoconference or teleconference for limited circumstances. Mr. Crater reported that Governor Pritzker's Executive Order 2020-07 suspended elements of the Open Meeting Act and allows a quorum to be established via videoconference or teleconference so as to allow public bodies to conduct business due to the COVID-19 pandemic. That Executive Order was extended, by a subsequent Order, through May 29, 2020.

At approximately 10:07 a.m., Chair Gilbert moved that the Board go into closed session to consider pending, probable or imminent court proceedings against or on behalf of the Board; matters relating to individual students; and information regarding appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body. The relevant sections of the Open Meetings Act Statute that allow for the closed session are 5 ILCS 120/2(c) (1), (10), and (11). The motion was duly seconded by Trustee Sharma. The motion carried by the following recorded vote: aye, Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Dr. Brione Lockett, Ms. Mackenzie Rogers, Dr. Subhash Sharma, Mr. John Simmons, Mr. Roger Tedrick; nay, none.

The Board came out of closed session at approximately 10:35 a.m.

At 10:40 a.m., Chair Gilbert moved that the full Board meeting recess and reconvene at the conclusion of the Board's Finance Committee meeting. The motion was seconded by Trustee Tedrick. The motion carried via voice vote.

At 10:48 a.m., Chair Gilbert reconvened the full Board meeting.

Chair Gilbert explained the procedures for the public comment and question portion of the Board's agenda.

Dr. David Johnson, SIUC Faculty Association, made his presentation to the Board. Dr. Johnson reviewed that the SIUC Faculty Association had released a statement about the SIUC Chancellor's search and that it felt both Dr. Stapleton and Dr. Lane were strong leaders who would promote shared governance. He noted that in Dr. Lane's case, the Association considered the controversies related to his departure from Texas Southern University but determined that the information available at the time did not rule him out of contention as a candidate for the position of Chancellor at SIUC. Dr. Johnson spoke of concerns about figures which were included in an SIU press release announcing Dr. Lane related to enrollment at Texas Southern University. Further he spoke of concerns regarding a report that was the subject of a news article from the *Houston Chronicle* out that morning outlining alleged undergraduate admissions and scholarship irregularities at Texas Southern University during Dr. Lane's tenure. He asked how the Board would ensure trust and transparency going forward given the concerns faculty will have to work productively for Dr. Lane as Chancellor.

General Counsel Crater raised with the Chair an issue that the livestream video was not working on the internet for the public observation for the first two items of the Finance Committee meeting. The Finance Committee meeting was reconvened for the purpose of reviewing the first two agenda items for the public to view on livestream video.

At 10:52 a.m., Chair Gilbert reconvened the full Board meeting.

The listing of items proposed for the omnibus motion were as follows:

APPROVAL OF SALARY AND APPOINTMENT:
DEAN, SCHOOL OF EDUCATION, SIUC

Summary

This matter presents for approval the salary and appointment of Dr. M. Cecil Smith as the Dean of the School of Education, SIUC.

Rationale for Adoption

Policies of the Board of Trustees require the Board of Trustees approval of the salary and appointment of professional staff who have a proposed salary of \$150,000 or more. The Dean serves as the School's chief academic and administrative officer and is responsible for overall management and leadership of the unit and its academic programs. The University conducted a national search for this position that resulted in two candidates being interviewed.

The recommended candidate, M. Cecil Smith, is a Professor and Graduate Program Coordinator at the College of Education and Human Services at West Virginia University. He also served five years as Associate Dean for Research and Graduate Education in the College. Prior to that he was on faculty at Northern Illinois University where he also served briefly as Acting Co-Director of the Center for Interdisciplinary Study of Language and Literacy and as an Administrative Fellow in the Graduate School.

Dr. Smith earned his Ph.D. from the University of Wisconsin-Madison in Educational Psychology. He holds a master's degree from the University of Kansas and a bachelor's degree from Wichita State University.

Constituency Involvement

All candidates participated in interviews which included open forums with stakeholders from the School of Education and interviews with the search committee, Provost and Interim Chancellor. Feedback from the interview process was considered in making this decision.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in special meeting assembled, that: M. Cecil Smith be appointed to the position of Dean, School of Education, SIUC, with an annual salary of \$198,000, effective July 1, 2020.

APPROVAL OF SALARY AND APPOINTMENT: INTERIM DEAN,
COLLEGE OF MASS COMMUNICATION AND MEDIA ARTS, SIUC

Summary

This matter presents for approval the salary and appointment of Mr. Howard D. Motyl for Interim Dean of the College of Mass Communication and Media Arts, SIUC.

Rationale for Adoption

Policies of the Board require the Board of Trustees approval of the salary and appointment of professional staff who have a proposed salary of \$150,000 or more. The Interim Dean of the College of Mass Communication and Media Arts serves as the college's chief academic and administrative officer and is responsible for the academic programs, recruitment and retention of students, fundraising, fiscal management, personnel, external relations, and other duties. The University invited all current tenured faculty in the College to self-nominate for consideration for the Interim Dean position. Four individuals requested consideration. Each made a presentation to the college community and met with the Provost and Interim Chancellor.

The recommended candidate, Mr. Howard D. Motyl, holds the rank of Associate Professor with tenure in the Department of Radio, Television and Digital Media. He began as an Assistant Professor in the department in 2007 and currently serves as Interim Chair of the Department of Radio, Television and Digital Media and the Department of Cinema and Photography.

He holds an MFA in Film and Video Production from Northwestern University and received his bachelor's degree from Pennsylvania State University.

The Interim Chancellor and Provost, SIUC, have recommended this matter to the President.

Constituency Involvement

The University took into consideration feedback from the stakeholders in the College of Mass Communication and Media Arts in making this decision.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in special meeting assembled, That: Mr. Howard D. Motyl be appointed to the position of Interim Dean of the College of Mass Communication and Media Arts, SIUC, with an annual salary of \$169,284, effective on or after July 1, 2020.

APPROVAL OF SALARY AND APPOINTMENT: DEAN, COLLEGE OF ARTS AND SCIENCES, SIUE

Summary

This matter presents for approval the salary and appointment of the Dean of the College of Arts and Sciences at the Edwardsville campus.

Rationale for Adoption

Policies of the Board of Trustees require Board of Trustees approval of salary and appointment of professional staff who have a proposed salary of \$150,000 or more. This request follows a national search in which eight candidates were recommended by the search committee for Zoom interviews. Four of the eight candidates participated in campus-wide interviews. Searches for highly qualified Deans of Arts and Sciences are very competitive and the Edwardsville campus is fortunate to have found a highly qualified and respected external candidate who has successfully served as a Professor of History and as the Chair of large History departments for nine years at Middle Tennessee State University and at Western Washington University previously. Dr. Leonard is a collaborative leader with administrative experience in the recruitment, hiring, mentoring and evaluation of faculty, strategic planning, assessment and budget management. Dr. Leonard is also a scholar of twentieth-century U.S. history, history of the U.S. West, African American history and LGBTQ history. He is truly an accomplished teacher, scholar, and administrator. He holds master's and doctoral degrees in history from the University of California, Davis. He earned a bachelor's in history from Pomona College in Claremont, California.

Dr. Kevin Leonard possesses the range of experience in education, research, service, diversity initiatives and administration to guide the Collage of Arts and Sciences at the Edwardsville campus as it continues to grow and excel, making this request a high priority recruitment and retention goal.

Constituency Involvement

The search committee was comprised according to University policy and included representation from faculty, staff, and students. All constituencies of the Edwardsville campus were afforded the opportunity to participate in the interview process through open public forums and through multiple group interviews.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That: Dr. Kevin Leonard be appointed to the position of Dean of the College of Arts and Sciences with an annual salary of \$184,110, effective July 1, 2020.

Trustee Simmons moved for Approval of Salary and Appointment: Dean, School of Education, SIUC; Approval of Salary and Appointment: Interim Dean, College of Mass Communication and Media Arts, SIUC; and Approval of Salary and Appointment: Dean, College of Arts and Sciences, SIUE. The motion was duly seconded by Trustee Sharma. The motion passed by the following recorded vote: aye, Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Dr. Brione Lockett, Ms. Mackenzie Rogers, Dr. Subhash Sharma, Mr. John Simmons, Mr. Roger Tedrick; nay, none.

The following item was presented:

APPOINTMENT OF THE CHANCELLOR, SIUC

Summary

The matter presents for approval the appointment of the Chancellor for Southern Illinois University Carbondale (SIUC).

Rationale for Adoption

This request seeks approval for the appointment of Dr. Austin Lane as the next Chancellor of SIUC.

Dr. Lane most recently served as President of Texas Southern University. Before coming to Texas Southern University in 2016, he served the Lone Star College System as Executive Vice Chancellor for Academic and Student Affairs. Prior to that, Dr. Lane was the President at Lone Star College-Montgomery. Before that he served Tyler Junior College as the Executive Vice President for Student Affairs. Dr. Lane began his career in higher education at the University of Texas at Arlington, serving in numerous capacities, the final being as Dean of Students.

Dr. Lane has held numerous teaching positions in higher education throughout the years, including as a Professor of Education at Texas Southern University, and an adjunct faculty member at University of Texas at Arlington, Sam Houston State University, and Tarrant County College (Southeast Campus).

Dr. Lane earned a bachelor's degree in psychology from Langston University, a master's in human relations from the University of Oklahoma, and a doctorate from the University of Alabama in higher education administration.

Constituency Involvement

With the assistance of the search firm WittKieffer, a 23-person committee participated in a six-month national search, beginning with 26 candidates and nine semi-finalists, which resulted in three finalists. The committee was comprised of faculty, staff, students, and alumni representing the University's principal stakeholders. The two-day virtual interviews of the finalists involved much of the campus community, including the SIU School of Medicine. Informed input from all appropriate University leaders, constituents, and more than 150 others who responded to surveys were received by the President and considered in making this recommendation.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That: upon recommendation of the President, Dr. Austin Lane is appointed to the position of Chancellor, SIUC, beginning no later than July 6, 2020, with an annual salary of \$340,000 and pursuant to the other terms and conditions of a Chancellor Employment Agreement attached herewith, to serve at the pleasure of the President and the Board of Trustees.

BE IT FURTHER RESOLVED, that the President is hereby authorized and shall take all action as may be necessary in the execution of this resolution and to execute and enact said Chancellor Employment Agreement.

CHANCELLOR EMPLOYMENT AGREEMENT

This Chancellor Employment Agreement (“Agreement”) is made and entered into this _____ day of May, 2020 (hereinafter the “Effective Date”), by and between the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, hereinafter the “University,” and Dr. Austin Lane. The University and Dr. Lane may hereinafter be referred to, individually, as a “party” or, collectively, as the “parties.”

Article I

THE UNIVERSITY’S AGREEMENTS WITH THE CHANCELLOR

1.1 Employment. The University appoints and employs Dr. Austin Lane to be Chancellor of Southern Illinois University Carbondale, hereinafter “Chancellor.” The Chancellor shall serve as the chief executive officer of Southern Illinois University Carbondale, hereinafter “SIUC,” under the supervision and direction of the President of Southern Illinois University, hereinafter the “President.” The Chancellor accepts and agrees to such employment.

The Chancellor shall commence his duties hereunder upon a date mutually agreed to by the Chancellor and the President but in no event later than July 6, 2020. The date upon which the Chancellor commences his duties shall hereinafter be referred to as the “Commencement Date.” Any salary, benefits, or other rights granted to the Chancellor under this Agreement shall not begin until the Commencement Date.

1.2 Duties. The University and Chancellor agree that as Chancellor of SIUC, he shall perform all duties required by law, this Agreement, the legislation of the Board of Trustees, University Guidelines, and custom and practice of the University as well as the following duties:

- a. Remain responsible to the University for the execution and enforcement of all policies and procedures of the Board of Trustees (“Board”), President, and SIUC as now exist or are hereinafter amended, including carrying out approved policies, guidelines, and regulations, governing the management of academic, business, and student affairs, and delegating execution to administrative aides and heads of appropriate functional areas;
- b. Serve as chief executive officer for SIUC, including but not limited to, providing general leadership and coordination for SIUC, its policies, programs, and operation;
- c. Develop and recommend budgets to the President and control the allocation of expenditures for SIUC within the framework of budgets approved by the President and the Board;
- d. Assist in formulating policies for adoption by the Board;
- e. Develop and recommend to the President a strategy for meeting the goals and objectives of SIUC;
- f. Assume primary responsibility for the internal organization of SIUC administration, including academic, business, and student affairs, and the development and management of physical plant and auxiliary services;
- g. Appoint all academic and non-academic employees within the limitation of powers delegated by the Board and the President;
- h. Within reasonable timeframes, respectively, inform the President of all material matters important to operation, management, control, and maintenance;

- i. At the direction of the President, represent SIUC in its relationship to external entities, including but not limited to local, state, and federal government;
- j. Assume primary responsibility for the external relations activities of fund raising and alumni relations;
- k. Understand and oversee SIUC's obligations and responsibilities for its intercollegiate athletics program as required by the University, SIUC, the National Collegiate Athletic Association ("NCAA"), and any athletic conferences of which SIUC is a member, now or in the future; and
- l. Perform such other duties as may be assigned by the President.

1.3 Compensation. The University and Chancellor agree that as consideration for the Chancellor's employment the Chancellor shall receive the following:

- a. Compensation in the form of an annualized base salary in the amount of three hundred forty thousand dollars (\$340,000), payable in equal installments in accordance with the appropriate University payroll schedule. During the term of his employment, Dr. Lane's annualized base salary may be increased but not decreased without his consent, and further provided that nothing herein precludes Dr. Lane from voluntarily decreasing his salary. On or before July 1, 2022, this annualized base salary will be revisited by the Board and Chancellor, subject to negotiation of a possible upward adjustment. Nothing herein guarantees the Chancellor an increase in his annual base salary. In the event the Board approves a salary increase plan for any given fiscal year which includes SIUC, the Chancellor will be eligible to receive such approved salary increase, subject to the parameters and eligibility requirements for said approved plan.
- b. Retirement benefits, health insurance benefits, sick leave, paid vacation, and other usual and customary benefits accorded to administrative and professional employees of the University that are authorized by law or policy.
- c. Reimbursement or stipend for reasonable actual moving and transition living/housing expenses during the eighteen (18) month period following the Commencement Date, with the aggregate amount of all such reimbursement/stipend not to exceed Twenty-Five Thousand Dollars (\$25,000.00); provided, that if the University is required by law to make a deduction or withholding with respect to any such reimbursement/stipend, the amount of the payments by the University shall be appropriately adjusted so that the amount of such payments, reduced by the amount of all withholdings payable, shall equal the amount of the total reimbursements which the President would otherwise be entitled to receive pursuant to this sentence (*i.e.*, up to \$25,000.00).
- d. An automobile for SIUC business use. This automobile shall be maintained by the University and fuel for business use thereof shall be paid by the University. The University shall be responsible for insurance coverage for the automobile.
- e. A tenured appointment at SIUC at the rank of Professor in the School of Education. If Dr. Lane's appointment as Chancellor terminates, other than pursuant to Section 4.1 herein, and duties as a tenured Professor commence, Dr. Lane shall then be paid a salary amount that is consistent with other members of the faculty with similar rank and experience as determined by SIUC policy; provided, however, that notwithstanding the foregoing or any other provision of this Agreement, Dr. Lane's salary for service as a tenured Professor pursuant to this Section 1.3.e. shall not be less than the salary, as in effect at the time that Dr. Lane's duties as Professor

- commence hereunder, of the highest-paid tenured full-time faculty member employed within the School of Education at SIUC.
- f. The University shall reimburse the Chancellor for reasonable entertainment, travel, and other expenses incurred by the Chancellor in the performance of his duties as Chancellor in accordance with University policies, as now exist or are hereafter amended. Further, the Chancellor may attend educational conferences, conventions, seminars, and professional growth activities, and other meetings to advance the interests of the University, in accordance with University policies as now exist or are hereafter amended, and the reasonable expenses connected herewith shall be reimbursed, including membership in appropriate professional service organizations. Chancellor understands that the University may reimburse travel and associated expenses of the Chancellor's spouse in accordance with University policies, as now exist or are hereafter amended, but only when the presence of the spouse is necessary to further the interests of the University, and is pre-approved by the President in his sole discretion. All expenses referenced herein shall be subject to audit by the University.
- g. All compensation, payments, reimbursements, and the like, made pursuant to this Agreement shall include deductions for local, state, and federal taxes and employee benefits, as applicable.

Article II

THE CHANCELLOR'S AGREEMENTS WITH THE UNIVERSITY

2.1 Acceptance of Chancellorship. For and in consideration of the promises of the University as stated in this Agreement, Dr. Lane agrees to serve as Chancellor of Southern Illinois University Carbondale. The Chancellor agrees to remain accountable and responsible to the President for the execution of the duties enumerated in this Agreement, Board legislation, University Guidelines, and SIUC policies, procedures, guidelines, and regulations as they exist or may, from time to time, be amended. The Chancellor shall be subject to all applicable terms and conditions of employment of the Board legislation, University Guidelines, SIUC policies, procedures, guidelines, and regulations, and all applicable law. The Chancellor agrees to regularly meet with and report to the President, as appropriate, the status and progress related to the implementation of major policy, budget, operational, and other material matters as determined by the President.

2.2 Devotion of Best Efforts. The Chancellor agrees to faithfully and industriously, with the best and maximum use of his effort, experience, ability, and talent with due regard for the mission of the University, devote full-time attention and energies to perform all of the duties required under this Agreement and those responsibilities delegated to him, and other reasonable requests made by the President.

2.3 Outside Employment. The Chancellor further agrees not to render services of any professional nature for any person or entity for remuneration or otherwise (other than the University) without the President's prior written consent. The Chancellor shall comply with all policies, laws, rules, guidelines, and regulations related to conflict of interest or conflict of commitment. This provision does not prohibit the making of personal investments or the conduct of private business affairs so long as these activities do not conflict with the Chancellor's responsibilities or duties to the University or reflect negatively upon him or the University.

Article III
TERM OF APPOINTMENT

3.1 Term. This Agreement shall be for a term of four (4) years, commencing on the Effective Date first written above (May __, 2020) and terminating at the end of the day immediately preceding the fourth (4th) anniversary thereof (May __, 2024) (the "Term"), subject, however, to prior termination as provided in this Agreement. Any salary, benefits, or other rights granted to the Chancellor under this Agreement shall not begin until the Commencement Date.

Article IV
TERMINATION

4.1 Termination for Just Cause. The University may terminate this Agreement at any time for "just cause," which would result in the immediate termination of all University obligations under this Agreement. "Just cause" shall include the following:

- a. A serious violation of the duties set forth in this Agreement, or willful refusal to perform such duties in good faith;
- b. A material violation by Chancellor of any of the other terms and conditions of this Agreement not remedied after thirty (30) days' written notice thereof;
- c. Any conduct of the Chancellor that constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the University;
- d. A violation of Section 2.3 of this Agreement;
- e. A serious violation of any law, rule, regulation, Constitutional provision, Board legislation, University Guidelines or campus guidelines, policy, or procedures, Presidential directive, or local, state, or federal law, which violation, in the sole reasonable judgment of the University, would tend to bring public disrespect, contempt, or ridicule upon the University;
- f. Prolonged absence from duty without the President's consent; or
- g. Misconduct as defined in the Government Severance Pay Act (5 ILCS 415/5).

4.2 Disability. Regardless of any other provision of this Agreement, this Agreement shall terminate automatically if Chancellor dies or becomes totally disabled, or totally incapacitated or incapable of carrying out the duties as Chancellor, as defined by the University.

- a. If the university deems the Chancellor disabled, totally incapacitated, or incapable of carrying out the duties as Chancellor, the University reserves the right to require Chancellor to submit to a medical examination, either physical or mental.
- b. If Chancellor becomes incapable of carrying out the duties of office due to permanent disability or incapacity and is terminated, the University shall be liable to Chancellor or Chancellor's personal representative, as the case may be, for any accrued but unpaid compensation together with a proportionate part of any other applicable benefits which would be due and payable to Chancellor, or personal representative, as the case may be, by reason of death or incapacity during employment by the University. The payment liability of the University shall terminate as of the date of death or determination of permanent disability or incapacity.

- c. If the Chancellor becomes disabled or incapacitated, the University shall provide all reasonable and appropriate assistance, in the sole discretion of the University, to the Chancellor or his personal representative to enable him to secure appropriate disability and related benefits, if any.

4.3 Termination Without Just Cause. The University may, in its sole discretion, terminate this Agreement in accordance with Board legislation. Immediately following such a termination, the University shall assign Dr. Lane as tenured Professor in SIUC's School of Education in accordance with Section 1.3.e or, with Dr. Lane's consent, assign Dr. Lane other responsibilities. In the event University terminates this Agreement without just cause during the term of the Agreement, the University shall pay to Dr. Lane the equivalent of twenty (20) weeks' worth of his annualized base salary, payable in equal installments in accordance with the appropriate University payroll schedule as provided in Section 1.3.a, reduced by any compensation the Chancellor receives as a faculty member of SIUC or for any other position for the University for work performed during the twenty (20) weeks immediately following his termination without just cause as Chancellor, as his sole compensation and remedy for such termination. If termination occurs with less than twenty (20) weeks remaining in the Term, the University shall pay to the Chancellor the amount of his annualized base salary as Chancellor for the remainder of the Term, reduced by any compensation the Chancellor receives as a faculty member of SIUC or for any other position for the University for the period remaining in the Term. Such compensation shall not be paid if termination is for just cause, as reflected in Section 4.1 of this Agreement or misconduct otherwise defined in the Government Severance Pay Act (5 ILCS 415/1 et seq.). In the event the Chancellor obtains employment from a subsequent employer after termination without cause by the University, said amount payable under this Section shall be reduced by any compensation or salary paid to the Chancellor through such employment during the period of time when he is receiving severance pay from the University pursuant to this Section. In consideration of payment pursuant to this Section by the University, the Chancellor expressly agrees to release, waive, and hold harmless the Board, the University, and its trustees, officers, agents, servants, employees, and representatives from any or all claims the Chancellor may have arising out of his employment or termination from employment as Chancellor.

4.4 Termination by Chancellor. This Agreement may be terminated without cause by Chancellor giving the President one hundred twenty (120) days advance written notice of the termination of employment. The Chancellor agrees that if he leaves without providing one hundred twenty (120) days advance written notice of his resignation, unless a shorter period of notice is mutually agreed upon by the parties in writing, then the termination shall result in harm to the University. Although the harm and damage to the University cannot be accurately determined, the parties agree that the Chancellor shall pay to the University an amount equal to three (3) month's salary as provided in Section 1.3.a herein if he fails to provide the appropriate notification as detailed in this Section.

4.5 Exclusion of Consequential or Other Damages. The parties have bargained for and agreed to the foregoing provisions. In no case shall the University be liable to the Chancellor for any damages, or loss of any collateral business opportunities or any other benefits, or income from any other source. The provisions for payment upon termination as provided in this Agreement are the sole and exclusive legal and equitable remedies for termination and shall constitute adequate and reasonable compensation for any damages or injury suffered because of such termination by either party. Regardless of the severance pay provisions of Section 4.3 herein, the Chancellor agrees to mitigate the University's obligations to pay severance under this Agreement and to make reasonable and diligent efforts to obtain employment upon termination, including, but not limited to, exercising his right to the tenured faculty position at SIUC.

Article V
OTHER MUTUAL AGREEMENTS

5.1 Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto with regard to the subject matter and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing, signed by the parties hereto.

5.2 Choice of Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois without regard to its choice of law provisions. The parties agree that all claims against the University are subject to the Illinois Court of Claims Act, and disputes against the University arising under this Agreement shall be exclusively brought before the Illinois Court of Claims.

5.3 Waiver. No delay or failure to enforce any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provision or rights enforceable under this Agreement.

5.4 Non-Assignment. This Agreement is not assignable but shall be binding upon heirs, administrators, representatives, and successors of each party.

5.5 Captions. The captions are for reference purposes only and have no force or effect in determining the rights or obligations of any of the parties to this Agreement.

5.6 Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions of the Agreement shall continue to be valid and enforceable.

5.7 Interpretation. The parties acknowledge that (i) each party has reviewed the terms and provisions of this Agreement and had the opportunity to consult with their own counsel or advisors as they deem appropriate; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to both parties and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

5.8 Notices. Any notices required hereunder shall be hand delivered, or sent (i) via certified mail, return receipt requested, or (ii) via a nationally recognized courier or delivery service to the President or Chancellor, respectively, with documentation of confirmed receipt to the following:

For the University:

President
Southern Illinois University
1400 Douglas Drive, MC 6801
Carbondale, Illinois 62901

Chancellor:

Office of the Chancellor
Southern Illinois University Carbondale
116 Anthony Hall, MC 4304
1265 Lincoln Drive
Carbondale, Illinois 62901

5.9 Non-Disparagement. The parties agree not to make comments that injure or damage the reputation or character of the other party, or otherwise disparage the other party, during or after the term of this Agreement, or make comment about the circumstances giving rise to the termination of this Agreement except as otherwise required by law. Unless otherwise required by law, any related statement by the Chancellor must be agreed to in writing by the University.

5.10 Ratification by Board of Trustees. This Agreement shall be subject to ratification by the Board of Trustees of Southern Illinois University prior to it being enforceable against University. Upon said ratification, the Agreement shall be in full force and effect and shall bind each party to the terms and conditions herein as of the date of first written above.

IN WITNESS WHEREOF, Dr. Austin Lane and the University, acting through the President, have executed this Chancellor Employment Agreement below.

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY:

CHANCELLOR:

BY: _____
Dr. Daniel Mahony, President

BY: _____
Dr. Austin Lane

President Mahony spoke to Dr. Johnson's concerns about recent reports of Dr. Lane's record at Texas Southern University. He noted the referenced 28 percent increase was a cumulative increase and was not factually inaccurate, it was a different way to calculate it. He offered to share the calculation with others. The President reported that the news in the *Houston Chronicle* on the prior day was not new. The President noted that he reviewed a copy of a letter from the Texas Higher Education Coordinating Board that had investigated an anonymous claim; it found no irregularities, and the matter was closed. President Mahony noted that the report did not compare the three years during Dr. Lane's tenure to three years prior to his arrival. The President noted Dr. Lane's large retention rates were impressive, which to him seemed to be in conflict with the claim of allowing less qualified students at Texas Southern University. President Mahony reported that he did look at the matter thoroughly to see if there was anything to be concerned about, and there was not.

Chair Gilbert noted Dr. Lane would like to get started in mid-June to have some time with Chancellor Dunn.

Trustee Tedrick moved for approval of the item. The motion was duly seconded by Trustee Sharma. The motion passed by the following recorded vote: aye, Mr. Ed Curtis, Hon. Phil Gilbert, Dr. Ed Hightower, Dr. Brione Lockett, Ms. Mackenzie Rogers, Dr. Subhash Sharma, Mr. John Simmons, Mr. Roger Tedrick; nay, none.

Chair Gilbert thanked Chancellor Dunn for his service to the Carbondale campus on an interim basis over an 18-month period. President Mahony added his thanks to Chancellor Dunn and noted the Chancellor ended his tenure dealing with an unexpected pandemic, and the Chancellor had been very helpful to him in his transition to President.

Chair Gilbert presented outgoing Student Trustees Brione Lockett and Mackenzie Rogers with certificates for their service on the Board.

Chair Gilbert announced that the next Board of Trustees meeting was planned for July 9, 2020, at the Southern Illinois University School of Medicine in Springfield. He noted that the meeting format may be determined by whether Governor Pritzker extends the Executive Order to continue allowing Board meetings to be held remotely. The Chair expressed hope that the meeting format would return to normal by the September meeting. He reported that a news conference would be held upon adjournment of the meeting.

Trustee Tedrick made a motion to adjourn the meeting. Trustee Rogers seconded the motion. The motion passed unanimously by voice vote.

The meeting adjourned at 11:07 a.m.

Misty D. Whittington, Executive Secretary