

Minutes of the meetings of the  
BOARD OF TRUSTEES  
of Southern Illinois University

July 20, 2022  
and July 21, 2022

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MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES  
SOUTHERN ILLINOIS UNIVERSITY  
JULY 20, 2022

Pursuant to notice, a special meeting of the Board of Trustees of Southern Illinois University convened at 3:30 p.m., Wednesday, July 20, 2022, in the President's Dining Room, Panther Creek Country Club, 3001 Panther Creek Drive, Springfield, Illinois. The meeting was called to order by Chair J. Phil Gilbert. The following members of the Board were physically present:

Hon. J. Phil Gilbert, Chair  
Dr. Ed Hightower, Vice Chair - – via teleconference  
Dr. Subhash Sharma, Secretary – via teleconference  
Ms. Dorcas Brou  
Mr. Ed Curtis  
Ms. Hailee O'Dell  
Ms. Sara M. Salger  
Mr. John Simmons  
Mr. Roger Tedrick

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. Dr. Austin Lane, Chancellor, SIU Carbondale, attended a portion of the meeting.

Chair Gilbert expressed his desire to make Board member appointments. He noted that he would need a majority of a quorum to consider discussing the item since it was not an item on the agenda ten days in advance per Board Bylaws, though it was posted more than 48 hours in advance in compliance with the Open Meetings Act. Trustee Simmons made a motion to discuss the item. Trustee Curtis seconded the motion. The motion passed by the following recorded vote: aye, Ms. Dorcas Brou, Mr. Ed Curtis,

Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Hailee O'Dell, Ms. Sara M. Salger, Dr. Subhash Sharma, Mr. John Simmons, and Mr. Roger Tedrick; nay, none.

Chair Gilbert made the following appointments. Trustee Salger was appointed as a member of the Academic Matters Committee and replaced Chair Gilbert as a member of the Audit Committee. She was appointed as the Board's alternate representative to Southern Illinois University at Edwardsville Foundation. Trustee Salger replaced Trustee Hightower as the Board's representative to the Southern Illinois University Edwardsville Alumni Association; and, therefore, Trustee Hightower became the alternative representative to the Alumni Association. Further, Chair Gilbert appointed Trustee Brou to serve as member of the Academic Matters Committee and Audit Committee. Trustee O'Dell was appointed to serve as a member of the Finance Committee and Architecture and Design Committee.

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

Executive Secretary Whittington advised that no speakers had registered to speak.

At 3:35 p.m., Chair Gilbert moved that the Board go into closed session to consider imminent and/or pending court proceedings against or on behalf of the Board; appointment, employment, compensation, discipline, performance, or dismissal of specific employees; and review of minutes of meetings lawfully closed under the Open Meetings Act. The relevant sections of the Open Meetings Act Statute that allow for the closed session are 5 ILCS 120/2(c) (1), (11), (21). The motion was duly seconded by Trustee Simmons. The motion carried by the following recorded vote: aye, Ms. Dorcas Brou,

Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Hailee O'Dell, Ms. Sara M. Salger, Dr. Subhash Sharma, Mr. John Simmons, and Mr. Roger Tedrick; nay, none.

No action was taken in closed session.

Trustee Simmons made a motion to adjourn the meeting. The motion was duly seconded by Trustee Salger. The motion carried by the following recorded vote: aye, Ms. Dorcas Brou, Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Hailee O'Dell, Ms. Sara M. Salger, Dr. Subhash Sharma, Mr. John Simmons, and Mr. Roger Tedrick; nay, none.

The meeting adjourned at 4:40 p.m.

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Misty D. Whittington, Executive Secretary

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES  
SOUTHERN ILLINOIS UNIVERSITY  
JULY 21, 2022

The regular meeting of the Board of Trustees of Southern Illinois University convened on Thursday, July 21, 2022, at 10:26 a.m. in the Auditorium, SIU School of Medicine, 801 N. Rutledge, Springfield, Illinois. 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  
Dr. Subhash Sharma, Secretary – via Zoom videoconference  
Ms. Dorcas Brou  
Mr. Ed Curtis  
Ms. Hailee O'Dell  
Ms. Sara M. Salger  
Mr. John Simmons

The following member of the Board was absent:

Mr. Roger Tedrick

Executive Officers present were:

Dr. Dan Mahony, President, SIU  
Dr. Austin A. Lane, Chancellor, SIU Carbondale  
Dr. James T. Minor, Chancellor, SIU Edwardsville  
Dr. Jerry Kruse, Provost and Dean, SIU School of Medicine  
Mr. Luke Crater, General Counsel  
Dr. Sheila Caldwell, Vice President for Antiracism, Diversity, Equity and Inclusion and Chief Diversity Officer  
Dr. Gireesh Gupchup, Vice President for Academic Innovation, Planning, and Partnerships  
Dr. Duane Stucky, Senior Vice President for Financial and Administrative Affairs and Board Treasurer

Also present was Ms. Misty Whittington, Executive Secretary of the Board.

NOTE: Copies of all background documents furnished to the Board in connection with the following matters have been placed on file in the Office of the Board of Trustees.

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

Chair Gilbert stated that he had decided the format for the day's meeting was prudent because of the ongoing Disaster Proclamation for public health concerns.

Chair Gilbert welcomed new Trustee Sara M. Salger and Student Trustees Dorcas Brou and Hailee O'Dell to their first Board meeting.

Chair Gilbert announced that during the public portion of prior day's executive session meeting and with a majority of a quorum vote in agreement to discuss the item of Chair appointments per Board Bylaws, he made the following appointments. Trustee Salger was appointed to serve as a member of the Academic Matters Committee and replaced Chair Gilbert as a member of the Audit Committee. Trustee Salger was appointed as the Board's alternate representative to Southern Illinois University at Edwardsville Foundation. Further, she was appointed to replace Trustee Hightower as the Board's representative to the Southern Illinois University Edwardsville Alumni Association, and Trustee Hightower was appointed as the alternative representative to the Southern Illinois University Edwardsville Alumni Association. Trustee Brou was appointed to serve as member of the Academic Matters Committee and Audit Committee. Trustee O'Dell was appointed to serve as a member of the Finance Committee and Architecture and Design Committee.

Chair Gilbert announced that on the prior day during the Board's executive session, the Board approved release of executive session meeting minute excerpts for the

period of December 2021 through April 2022. Those excerpts would be made available for public inspection on the Board's public website on the following day.

Trustee Hightower moved that the Minutes of the Meetings held April 28, 2022, be approved. Trustee Simmons seconded the motion, and the minutes were approved by the following recorded vote: aye, Ms. Dorcas Brou, Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Hailee O'Dell, Ms. Sara M. Salger, Dr. Subhash Sharma, Mr. John Simmons; nay, none.

Under Committee Reports, Chair Gilbert reported that the Executive Committee had not met between Board meetings.

Dr. Dan Mahony, President, Southern Illinois University, provided his report for the SIU system. The President recalled as Vice President Gupchup had reported earlier in the day that the 15 Strategic Plan teams are beginning their work. He anticipated an announcement to be made soon to hire a research fellow who will work with the teams to keep those on track and to implement the Strategic Plan. The President noted that SIU's annual budget would be presented in September to the Board. He recognized most higher education budgets were tight; however, the University continues to make salaries a priority and he expected there would be proposed salary increases as had been done the prior year. The President mentioned that during the prior week Chancellor Lane led an effort to adjust some salaries to rectify some historical salary inequities of Civil Service and Professional Staff positions on the Carbondale campus.

President Mahony reported that during the prior week Governor Pritzker released an Executive Order that provided more flexibility for how to handle further COVID testing and other mitigations. He noted that team members, which includes School of

Medicine Dean Kruse, continue to meet weekly to review current information and remain flexible to make changes if needed. The President stated that he felt the University was ready for the fall semester related to COVID protocols.

President Mahony reported that a board was being assembled for the recently approved SIU System's Initiative Foundation; that board would be comprised of seven members to include one member from the SIU Board of Trustees, one member from the SIU Carbondale Foundation and one member from the SIU Edwardsville Foundation.

The President introduced Dr. Sheila Caldwell, Vice President for Antiracism, Diversity, Equity and Inclusion and Chief Diversity Officer. He reviewed recent activities of Dr. Caldwell. Vice President Caldwell reviewed the development of an Inclusive Language Guide which was designed to serve multiple stakeholders and to promote bias-free language. She noted the guide would be disseminated on August 22, and a committee would review the Guide annually to ensure that it was current. In addition, Dr. Caldwell shared with the Board findings from the SIU System Campus Climate Survey of employees and students. She noted an effort to redesign the Conversation of Understanding presentations to hold six for the coming year to focus on narrative themes gained from the survey.

Chair Gilbert expressed appreciation for the presentation, and acknowledged the information was important to develop a framework for improving the climate at the University.

Trustee Curtis complimented Dr. Caldwell about her report. He inquired about how anonymity of feedback was handled. Vice President Caldwell acknowledged that an issue may not be able to be fully resolved if the complaint is anonymous, but the issue

would be investigated to the extent possible. She noted some reporting may start as anonymous due to mistrust, but once trust is built over time some reporters eventually identify themselves. President Mahony added that with anonymous reporting there are limitations such as asking follow up questions. He mentioned that he and Dr. Caldwell reviewed every comment provided in the survey. Vice President Caldwell noted the University's data received was not misaligned with feedback received at other institutions.

Dr. Austin A. Lane, Chancellor, SIU Carbondale, provided his report for the Carbondale campus. Chancellor Lane noted that the survey findings Dr. Caldwell spoke of will be helpful in carrying out SIUC's Strategic Plan Imagine 2030 and its recently launched Unit Effectiveness Plans.

The Chancellor spoke to recent branding for SIUC. He announced there would be a new Illinois Saluki license plate for the public to purchase. He displayed for the Board new marketing graphics placed on the campus pedestrian overpass. The Chancellor noted the campus was in partnership with the city of Carbondale and the Carbondale Chamber of Commerce for murals planned around the city. He also noted a partnership with the city for motorized scooter rentals which will add excitement for students for the fall semester. He reported that the campus was planning to host more than 1,900 students for new student orientation, and housing contracts increased 4.9 percent. He reviewed the fall semester outlook was very positive with actionable applications, admissions, and projected registrations. Chancellor Lane recognized improvement in recruiting local students through intentional and concentrated efforts. The Chancellor spoke of recent Saluki Step Ahead agreements made between approximately 20 junior colleges with more agreements



planned which allows students who are unable to attend the Carbondale campus, to complete their last two years at a distance. In addition, he noted 50 students were on the campus during the summer as part of the Future Scholars Program with some financial assistance provided from the SIU Foundation. Chancellor Lane reviewed that the campus continued to provide the Saluki Commitment that provided tuition and fee assistance for students whose household incomes were below \$63,575. He reported that through work with President Mahony and Vice President Caldwell, an agreement had been signed with Hope Chicago, which has gained national attention, that will draw nearly 30 students, with more possible from identified schools, to be able to attend college for no charge.

Chancellor Lane spoke of recent efforts on the campus for employees. Added ombudspersons are Lori Foster for staff and Michelle Kibby for faculty. The Chancellor noted that the campus has a new bullying policy that came from Civil Service staff. The campus completed Phase 1 of an internal salary equity study resulting in 100 salary adjustments to Civil Service and approximately 20 salary adjustments for Administrative/Professional staff. The campus is beginning Phase 2 of a salary equity study for faculty led by Dr. Yueh-Ting Lee. Dr. Lane noted that salaries continued to be a priority for the campus moving forward. The Chancellor announced the naming of the Glenn Poshard Transportation Education Center with plans to hold a naming ceremony in the fall.

Dr. Lane highlighted research at the campus to include public acknowledgement by Actor Alec Baldwin of his producer Dr. Jan Thompson, Director and Professor of the School of Journalism and Professor in the College of Arts and Media at SIUC, and recent gun violence research by Associate Dean for Research, Diversity, and Personnel in the College of Health and Human Sciences Tammy Kochel.

Chancellor Lane reported that the School of Law was expanding with a partnership with the city of Belleville to be located in the Lindenwood University space. A press conference is planned in the near future regarding the Law School announcement, and Governor Pritzker and other state officials will be invited. The Chancellor went on to say that a longer-term collaboration was planned with the Metro-East Forensic lab in adjoining Lindenwood University space. The Chancellor praised recent efforts of students. He reported that SIU's Solar Cup team placed second nationally; in addition, the campus was awarded more than \$60,000 in Green Fund Grants.

Dr. Jerry Kruse, Dean and Provost, SIU School of Medicine, provided his report to the Board. Dean Kruse provided an overview of leadership changes at the School of Medicine in the academic departments, administration, and education administration. He noted the culture change that had occurred over time where in 12 leadership positions, 16 percent of those had been held by women; whereas, today, 75 percent of those 12 leadership positions are held by women with the applications for those positions being a 50/50 split among men and women. He announced that accomplished SIU employees Dr. Sameer Vohra, MD, JD, was named by Governor Pritzker as the Director of Illinois Department of Public Health (IDPH), and Dr. Stacy Grundy, Dr PH, MPH, accepted a position as the Executive Director of Health Equity at Indiana University Health (IU Health).

Dr. James T. Minor, Chancellor, SIU Edwardsville, provided his report for the Edwardsville campus. The Chancellor noted it was a special time currently with a number of new student orientations scheduled on the campus. He provided a fall enrollment update. The campus had a record first year admitted students of 9,297, up six percent. He spoke to the ease over time it has become to apply to multiple universities; and today, a

more important factor is the yield of enrolled students from those applications. The campus received record graduate applications of 7,760, up 163 percent. He noted fast growing graduate programs were in the Computer Management and Information Systems program in the School of Engineering and the online Master of Business Administration program. Chancellor Minor expressed appreciation for the growth in the graduate population, and stated he would like to see the campus experience growth in the undergraduate population and the graduate population.

The Chancellor spoke of the importance of connectivity between the Alton, East St. Louis, and Edwardsville locations. Further, Chancellor Minor spoke of attending the East St. Louis Charter High School graduation and recruiting successes there; he hoped to create a more intentional programmatic bridge between the East St. Louis Charter High School and SIUE.

Dr. Minor spoke of community impact of the campus. He reported a partnership of the SIUE campus Criminal Justice Department with the Illinois State Police in Belleville that involves faculty and students in solving cold criminal cases. In addition, the campus is in the process of establishing the Belleville Center for Justice with a new Master in Forensic Science degree in Belleville. The Chancellor noted that the Illinois State Police were dealing with a shortage of forensic scientists today and projected for the future.

Chancellor Minor spoke of academic excellence for the campus. He shared that the Class of 2021's School of Pharmacy first attempt pass rate for the Illinois Multistate Pharmacy Jurisprudence Examination (MPJE) was 89 percent, outpacing the 80 percent national average and 73 percent state average. Chancellor Minor highlighted research of Dr. Richard Essner, Professor in the Department of Biological Sciences who is leading an

international team for the study of the evolution of jumping locomotion in the miniaturization of frogs where certain frogs located in Brazil cannot jump and land properly. In closing, the Chancellor recalled that the campus had been busy over the summer with a number of youth attending academic and athletic summer camps and its engagement of potential future SIUE students.

Chair Gilbert expressed appreciation for Vice Chair Hightower's efforts with area legislators and city leaders which assisted in the recent Belleville expansion for the Law School and other programs.

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

Ms. Diana Lyall, Office Administrator in the Department of Anthropology, at SIU Carbondale, and representing the Association of Civil Service Employees Union (ACsE), made her presentation to the Board. She noted the Board members had received testimonials about the financial burdens of ACsE represented employees, and she hoped the Board had the opportunity to review those. She spoke to the importance of the work Civil Service employees deliver on the campus with them having the most interaction with students. Ms. Lyall reviewed the need for ACsE pay increases, and she reviewed increased inflationary costs and pay inequities those employees face. She reviewed that some newly hired Civil Service employees were hired at a higher pay rate than existing long-term employees in the same classifications. Further, she noted the raise in minimum wage caused some part-time student workers to be paid at a higher rate than some full-time employees. In addition, she noted that SIUE Civil Service positions were paid an average of 14.2 percent higher wages than employees in the same classifications at SIUC. She

spoke to additional workload for existing employees due to the campus not being able to keep its workforce and that was not sustainable. She asked the Board to review ACsE's latest proposal to increase wages that match the minimum wage increases for ACsE represented employees.

Chair Gilbert responded that the Board heard her plea. He remarked that the Board and administration want to do what they can to try to catch up and correct the situation.

Dr. Yueh-Ting Lee, Professor of Psychology at SIU Carbondale and SIUC Faculty Senate President, made his presentation to the Board. He shared activities and actions of the Faculty Senate during the last academic year. Dr. Lee spoke of efforts of faculty members and campus leaders to work collaboratively for student support, enrollment, retention, and graduation rates. Further, Dr. Lee spoke of equity issues which has led to low morale for faculty, in particular, an increased salary gap between lower level administrators and faculty. However, Dr. Lee expressed that the campus was moving in the right direction through the SIU System Strategic Plan and SIUC's Imagine 2030, and the Faculty Senate supports the SIU System's vision.

Mr. Eugene Talley, Associate Professor in the Department of Automotive Technology, SIU Carbondale, made his presentation to the Board. Mr. Talley spoke to the Board about his concerns about the future health of the Automotive program, concerns of lack of qualified applicants to recruit faculty for the Automotive program, retaining existing faculty for his department due to inequities in pay for faculty, and the administration's policy of a ten percent pay increase for faculty moving up a level. He noted that some newly hired faculty were being hired at a higher salary than those supervising the new faculty. Further,

Mr. Talley spoke about reduced faculty in his unit due to cuts and departures which has caused the department to cancel some classes and turn away potential students from the program. Mr. Talley spoke of his interactions with the Provost Office, Chancellor, and President about his concerns. He asked the Board to review the situation before the program loses more faculty.

Chair Gilbert explained the procedure for the Board's omnibus motion. The listing of items proposed for the omnibus motion were as follows:

REPORTS OF PURCHASE ORDERS AND CONTRACTS,  
MARCH, APRIL AND MAY, 2022, SIUC AND SIUE

In accordance with 3 Bylaws 1 and 5 Policies of the Board C, summary reports of purchase orders and contracts awarded during the months of March, April, and May, 2022, SIUC and SIUE, were mailed to the members of the Board in advance of this meeting, copies were placed on file in the Office of the Board of Trustees, and these reports are hereby submitted for information and entry upon the minutes of the Board with respect to the actions of the Executive Committee.

APPROVAL OF NEW PROGRAMS,  
REASONABLE AND MODERATE EXTENSIONS,  
APPROVAL OF OFF-CAMPUS PROGRAM LOCATIONS, AND  
ACADEMIC PROGRAM ELIMINATIONS AND SUSPENSIONS  
JULY 1, 2021, THROUGH JUNE 30, 2022

The submission of two tables to the Illinois Board of Higher Education on behalf of Southern Illinois University Carbondale and Southern Illinois University Edwardsville for approval of new programs, reasonable and moderate extensions, approval of off-campus program locations, and academic program eliminations and suspensions for the period July 1, 2021, through June 30, 2022, are attached.

<i>Annual Listing of Changes, RME Requests, and Board Approvals</i>
<i>Southern Illinois University Carbondale</i>
<i>*Annual Listing of Changes</i>
<b>#3: Addition of a new organized set of courses within a major (e.g., option, concentration, specialization, or sequence) to an existing degree.</b>
<b>Existing Degree Title:</b>
<b>(Name of Option, Concentration, Specialization, Sequence)</b>
Advanced Technology and Diagnostics Specialization (in B.S. Automotive Technology), <i>approved February 22, 2022 by President Dan Mahony</i>
Automotive and Mobility Industry Management Specialization (in B.S. Automotive Technology), <i>approved February 22, 2022 by President Dan Mahony</i>
Environmental Geography and Sustainability Concentration (in M.S. Geography and Environmental Resources), <i>approved June 9, 2022 by President Dan Mahony</i>
Fashion Styling Specialization (in B.S. Fashion Studies) - renamed from Fashion Stylist Specialization, <i>approved September 27, 2021 by President Dan Mahony</i>
Financial Economics Specialization (in B.S. Finance), <i>approved September 27, 2021 by President Dan Mahony</i>
Human Resource Development Concentration (in M.S.Ed. Organizational Learning, Innovation, and Development), <i>approved June 9, 2022 by President Dan Mahony</i>
Human Resource Management Specialization (in B.S. Management) - renamed from Personnel Management Specialization, <i>approved February 22, 2022 by President Dan Mahony</i>
International Studies Specialization (in B.S. Languages, Cultures, and International Studies) - merger of African and Middle Eastern Studies, Asian and South Pacific Studies, Europe Studies, and Latin American and Caribbean Studies Specializations into one specialization, <i>approved September 27, 2021 by President Dan Mahony</i>
Learning and Performance Technology Concentration (in M.S.Ed. Organizational Learning, Innovation, and Development), <i>approved June 9, 2022 by President Dan Mahony</i>
Medical Devices Specialization (in B.S. Electrical Engineering) - renamed from Biomedical Specialization (in B.S. Electrical Engineering), <i>approved May 20, 2022 by President Dan Mahony</i>
Online Learning Concentration (in M.S.Ed. Organizational Learning, Innovation, and Development), <i>approved June 9, 2022 by President Dan Mahony</i>
Recreation Management and Outdoor Leadership Specialization (in B.S. Recreation Professions) - merge and rename of Outdoor Leadership and Management Specialization and Recreation Management Specialization (in B.S. Recreation Professions), <i>approved May 3, 2022 by President Dan Mahony</i>
Studio Art Specialization (in B.F.A.), <i>approved February 21, 2022 by President Dan Mahony</i>
Technology and Management Specialization (in B.S. Automotive Technology) , <i>approved February 22, 2022 by President Dan Mahony</i>
Therapeutic Recreation/Recreation Therapy Specialization (in B.S. Recreation Professions) - rename Therapeutic Recreation Specialization, <i>approved May 3, 2022 by President Dan Mahony</i>
Workforce Training and Development Concentration (in M.S.Ed. Organizational Learning, Innovation, and Development), <i>approved June 9, 2022 by President Dan Mahony</i>
<b>#4: Addition of an externally funded research or public service activity labeled as a center or institute because of grant requirements. The activity is temporary, not formally organized, and has no continuous mission.</b>
<b>Name of Granted Funded Research Center of Institute</b> _____
None
<b>#5: Addition of a new minor.</b>
<b>Listing of Minors (not in program inventory)</b>
Automotive and Mobility Industry Management Minor (previously named Automotive, Truck, and Equipment Management Minor), <i>approved February 22, 2022 by President Dan Mahony</i>
Business Analytics Minor, <i>approved September 27, 2021 by President Dan Mahony</i>
Communication Design Minor, <i>approved February 21, 2022 by President Dan Mahony</i>
Cultural Competency Minor, <i>approved March 25, 2022 by President Dan Mahony</i>

Studio Art Minor, <i>approved February 21, 2022 by President Dan Mahony</i>			
#6: Change in degree title (e.g., the name of a discipline or major without changes in objectives or content, such as the change from "medical technology to "clinical laboratory sciences."			
Current Degree Title	Region	New Degree Title	Region
Early Childhood (B.S.)	Southern	Early Childhood Education (B.S.)	Southern, <i>approved May 20, 2022 by President Dan Mahony</i>
Education Concentration Health Education (Ph.D.)	Southern	Population Health (Ph.D.)	Southern, <i>approved June 9, 2022 by President Dan Mahony</i>
Fashion Design and Merchandising (B.S.)	Southern	Fashion Studies (B.S.)	Southern, <i>approved September 27, 2021 by President Dan Mahony</i>
Strategic Analytics (M.S.)	Southern	Business Analytics (M.S.)	Southern, <i>approved December 16, 2021 by President Dan Mahony</i>
Workforce Education and Development (B.S.)	Southern	Organizational Learning, Innovation, and Development (B.S.)	Southern, <i>approved June 9, 2022 by President Dan Mahony</i>
Workforce Education and Development (M.S.Ed.)	Southern	Organizational Learning, Innovation, and Development (M.S.Ed.)	Southern, <i>approved June 9, 2022 by President Dan Mahony</i>
#7: Changes in the name of an administrative (including departments), research, or public service unit.			
Current Name of Unit		New Name of Unit	
Advanced Coal and Energy Research Center		Advanced Energy Institute, <i>approved January 14, 2022 by President Dan Mahony</i>	
School of Journalism		School of Journalism and Advertising, <i>approved November 18, 2021 by President Dan Mahony</i>	
Touch of Nature Environmental Center		Touch of Nature Outdoor Education Center, <i>approved January 14, 2022 by President Dan Mahony</i>	
#8: Elimination, temporary suspension, or phase down of an existing degree program (Please label the status by each degree programs. For temporarily suspended programs, please provide a status update***)			
Select Existing Degree, CIP and REGION, place from Active to Phase Down, Phase Down to Elimination and Active to Temporarily Inactive Status. Add an EFFECTIVE DATE			
Advanced Vehicle Systems and Diagnostics Minor; Southern; Active to Phase Down - minor is in teach-out through academic year 2029-30; Slated for elimination FY30; <i>approved February 22, 2022 by President Dan Mahony</i>			
Agribusiness Economics Specialization (in MBA); 52.0201; Southern; Active to Phase Down - specialization is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved May 21, 2021 by President Dan Mahony</i>			
Art History and Visual Culture (M.A.); 50.0703; Southern; Temporarily Inactive; Enrollment Suspended Fall 2018 - RME for elimination under review Fall 2022.			
Art Minor; Southern; Active to Phase Down - minor is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved February 21, 2022 by President Dan Mahony</i>			
Business Economics (B.S.); 52.0601; Southern; Active to Phase Down - program is in teach-out through academic year 2025-26; Slated for elimination FY26. Fall 2021 enrollment: 1 student, <i>approved April 26, 2021 by President Dan Mahony</i>			
Career and Technical Education Specialization (in B.S. Workforce Education and Development); Southern; Active to Phase Down - specialization is in teach-out through academic year 2022-23; Slated for elimination FY23, <i>approved June 9, 2022 by President Dan Mahony</i>			
Ceramics Specialization (in B.F.A.); Active to Phase Down - specialization is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved February 21, 2022 by President Dan Mahony</i>			
Civil Society, Communication and Media Practice Post-Baccalaureate Certificate; 09.0102; Southern; Active to Phase Down; certificate is in teach-out through academic year 2027-28; Slated for elimination in FYXX, <i>approved November 23, 2020 by President Dan Mahony</i>			
Climate and Water Resources Concentration (in M.S. Geography and Environmental Resources); Southern; Active to Phase Down - concentration is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved June 9, 2022 by President Dan Mahony</i>			



Counselor Education (M.S.Ed.); 13.1101; Southern; Active to Phase Down - program is in teach-out through academic year 2026-27; Slated for elimination FY27. Fall 2021 enrollment: 6 students, <i>acknowledged/approved June 30, 2020 by IBHE staff</i>
Didactic Program in Dietetics Specialization (in B.S. Human Nutrition and Dietetics); 30.1901; Southern; Active to Phase Down - specialization is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved March 18, 2021 by President Dan Mahony</i>
Drawing Specialization (in B.F.A.); Active to Phase Down - specialization is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved February 21, 2022 by President Dan Mahony</i>
Education Concentration Councilor Education (Ph.D.); 13.1101; Southern; Active to Phase Down - program is in teach-out through academic year 2028-29; Slated for elimination FY29; Fall 2021 enrollment: 4 students, <i>acknowledged/approved June 17, 2022 by IBHE Staff</i>
Education Concentration Curriculum and Instruction (Ph.D.); 13.0301; Southern; Active to Phase Down - program is in teach-out through academic year 2028-29; Slated for elimination FY29; Fall 2021 enrollment: 40 students, <i>acknowledged/approved June 17, 2022 by IBHE Staff</i>
Education Concentration Educational Administration (Ph.D.); 13.0401; Southern; Active to Phase Down - program is in teach-out through academic year 2028-29; Slated for elimination FY29; Fall 2021 enrollment: 20 students, <i>acknowledged/approved June 17, 2022 by IBHE Staff</i>
Education Concentration Quantitative Methods (Ph.D.); 45.0102; Southern; Active to Phase Down - program is in teach-out through academic year 2028-29; Slated for elimination FY29; Fall 2021 enrollment: 1 student, <i>acknowledged/approved June 17, 2022 by IBHE Staff</i>
Education Concentration Special Education (Ph.D.); 13.1001; Southern; Active to Phase Down - program is in teach-out through academic year 2028-29; Slated for elimination FY29; Fall 2021 enrollment: 2 students, <i>acknowledged/approved June 17, 2022 by IBHE Staff</i>
Education Concentration Workforce Education and Development (Ph.D.); 13.1320; Southern; Active to Phase Down - program is in teach-out through academic year 2028-29; Slated for elimination FY29; Fall 2021 enrollment: 16 students, <i>acknowledged/approved June 17, 2022 by IBHE Staff</i>
Electronic Journalism Specialization (in B.A. Radio, Television, and Digital Media); Southern; Active to Phase Down - specialization is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved April 26, 2021 by President Dan Mahony</i>
Electronic Systems Technologies (B.S.); 15.0399; Southern; Active to Phase Down - program is in teach-out through academic year 2027-28; Slated for elimination FY28. Fall 2021 enrollment: 4 students, <i>approved May 3, 2022 by President Dan Mahony</i>
Environmental Sustainability Concentration (in M.S. Geography and Environmental Resources); Southern; Active to Phase Down - concentration is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved June 9, 2022 by President Dan Mahony</i>
Food and Nutrition (M.S.); 19.0501; Southern; Phase Down - program is in teach-out through academic year 2027-28; Slated for elimination FY28. Fall 2021 enrollment: 12 students, <i>acknowledged/approved May 24, 2021 by IBHE staff</i>
French (B.S.); 13.1306; Southern; Active to Elimination FY22, <i>approved February 22, 2022 by President Dan Mahony</i>
Glass Specialization (in B.F.A.); Active to Phase Down - specialization is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved February 21, 2022 by President Dan Mahony</i>
Global Studies Minor; Southern; Active to Phase Down - minor is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved May 3, 2022 by President Dan Mahony</i>
Human Nutrition and Dietetics Specialization (in B.S. Human Nutrition and Dietetics); 30.1901; Southern; Active to Phase Down - specialization is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved March 18, 2021 by President Dan Mahony</i>
Journalism and Mass Communication Undergraduate Certificate; 09.0401; Southern; Active to Phase Down; certificate is in teach-out through academic year 2028-29; Slated for elimination in FY29, <i>approved April 2, 2021 by President Dan Mahony</i>
Kinesiology (M.S.Ed.); 31.0505; Southern; Phase Down - program is in teach-out through academic year 2027-28; Slated for elimination FY28. Fall 2021 enrollment: 36 students, <i>acknowledged/approved May 24, 2021 by IBHE staff</i>
Learning Systems Design and Technology Concentration (in M.S.Ed. Curriculum and Instruction); Southern; Active to Phase Down; concentration is in teach-out through academic year 2027-28; Slated for elimination in FY28, <i>approved April 9, 2022 by President Dan Mahony</i>

Magnetic Resonance Imaging (MRI) Post-Baccalaureate Certificate; 51.0907; Southern; Active to Phase Down; certificate is in teach-out through academic year 2027-28; Slated for elimination in FY28, <i>approved January 4, 2021 by President Dan Mahony</i>
Mathematics (B.A.); 27.0101; Southern; Temporarily Inactive; Enrollment Suspended Fall 2018 - RME for elimination under review Fall 2022.
Mathematics and Science Education (M.S.); 13.1299; Southern; Elimination FY22, <i>approved March 16, 2022 by President Dan Mahony</i>
Media Industries Specialization (in B.A. Radio, Television, and Digital Media); Southern; Active to Phase Down - specialization is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved April 26, 2021 by President Dan Mahony</i>
Metalsmithing Specialization (in B.F.A.); Active to Phase Down - specialization is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved February 21, 2022 by President Dan Mahony</i>
Mining Engineering (B.S.); 14.2101; Southern; Phase Down - program is in teach-out through academic year 2025-26; Slated for elimination FY26, <i>approved May 21, 2021 by President Dan Mahony</i>
Mining Engineering (M.S.); 14.2101; Southern; Phase Down - program is in teach-out through academic year 2024-25; Slated for elimination FY25, <i>approved May 21, 2021 by President Dan Mahony</i>
Museum Studies Minor; Active to Phase Down - minor is in teach-out through academic year 2025-26; Slated for elimination FY26, <i>approved February 22, 2022 by President Dan Mahony</i>
Nutrition for Wellness Specialization (in B.S. Human Nutrition and Dietetics); 30.1901; Southern; Active to Phase Down - specialization is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved March 18, 2021 by President Dan Mahony</i>
Organizational Training and Development Specialization (in B.S. Workforce Education and Development); Southern; Active to Phase Down - specialization is in teach-out through academic year 2028-29; Slated for elimination FY29, <i>approved June 9, 2022 by President Dan Mahony</i>
Painting Specialization (in B.F.A.); Active to Phase Down - specialization is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved February 21, 2022 by President Dan Mahony</i>
Paramedicine Undergraduate Certificate; 43.0202; Southern; Active to Phase Down; certificate is in teach-out through academic year 2027-28; Slated for elimination in FY28, <i>approved March 16, 2021 by President Dan Mahony</i>
Performance Studio Jazz Specialization (in B. of Music); 50.0901; Southern; Active to Phase Down - specialization is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved March 16, 2021 by President Dan Mahony</i>
Physical Education Teacher Education (B.S.); 13.1314; Southern; Temporarily Inactive; Enrollment Suspended Summer 2018.
Piano Education Arts Concentration (in M. of Music); 50.0901; Southern; Active to Phase Down - concentration is in teach-out through academic year 2026-27; Slated for elimination FY27, <i>approved March 16, 2021 by President Dan Mahony</i>
Preschool/Primary Specialization (in B.S. Early Childhood); Active to Eliminate; FY22, <i>approved May 20, 2022 by President Dan Mahony</i>
Printmaking Specialization (in B.F.A.); Active to Phase Down - specialization is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved February 21, 2022 by President Dan Mahony</i>
Public Service Specialization (in B.A. Political Science); Phase Down - program is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>approved September 27, 2021 by President Dan Mahony</i>
Recreation Professions (M.S.Ed.); 31.0101; Southern; Phase Down - program is in teach-out through academic year 2027-28; Slated for elimination FY28, <i>acknowledged/approved May 24, 2021 by IBHE staff</i>
Rehabilitation Administration and Services (M.S.); 51.0704; Southern; Phase Down - program is in teach-out through academic year 2025-26; Slated for elimination FY26, <i>acknowledge/approved June 30, 2020 by IBHE staff</i>
Rehabilitation Counseling (M.S.); 51.2310; Southern; Phase Down - program is in teach-out through academic year 2026-27; Slated for elimination FY27. Fall 2021 enrollment: 6 students, <i>acknowledged/approved June 30, 2020 by IBHE staff</i>
Sculpture Specialization (in B.F.A.); Active to Phase Down - specialization is in teach-out through academic year 2029-30; Slated for elimination FY30, <i>approved February 21, 2022 by President Dan Mahony</i>
Special Education (M.S.Ed.); 13.1001; Southern; Temporarily Inactive; Enrollment Suspended Summer 2018 - RME for elimination under review by Graduate Council Spring 2022.

Supply Chain Management and Engineering (M.S.); 30.9999; Southern; Elimination FY22, <i>approved December 14, 2021 by President Dan Mahony</i>		
<b>#9: Reorganization, restructuring, consolidation, elimination, and other changes of existing administrative (including departments), research, or public service units that does not result in an increase in subunits. (Please label the status for each unit/department and include effective date)</b>		
Original unit(s):	Status:	
Newly created unit(s):	Effective Date:	
Departments of Anatomy, Biochemistry and Molecular Biology, and Physiology (and assign Divisions of Molecular and Integrative Physiology, Biochemistry and Molecular Biology, and Anatomy and Neurobiology within new department) Department of Biomedical Sciences November 2021, <i>approved November 18, 2021 by President Dan Mahony</i>		
Population Health (Ph.D.) in the School of Education Population Health (Ph.D.) in the School of Human Sciences within the College of Health and Human Sciences Summer 2023, <i>approved June 9, 2022 by President Dan Mahony</i>		
<b>#10: Creation of a certificate program in a field in which there is a previously approved degree program (e.g., undergraduate certificates from a prior approved bachelor's program; post-baccalaureate certificates from a prior approved master's program; a post-master's certificate from a prior approved doctoral program; or post-degree, first-professional certificates from a previously approved first-professional degree in the field). (List CIP Code, if appropriate)</b>		
New certificate program and CIP Code:		
Previously approved degree program on which certificate is based and CIP Code:		
Accountancy Analytics Post-Baccalaureate Certificate (52.1399)		
Accountancy (MAcc.) 52.1399, <i>approved June 9, 2022 by President Dan Mahony</i>		
Accountancy Foundation Post-Baccalaureate Certificate (52.1399)		
Accountancy (MAcc.) 52.1399, <i>approved June 9, 2022 by President Dan Mahony</i>		
Accountancy Taxation Post-Baccalaureate Certificate (52.1399)		
Accountancy (MAcc.) 52.1399, <i>approved June 9, 2022 by President Dan Mahony</i>		
Learning and Performance Technology Post-Baccalaureate Certificate (13.0501)		
Organizational Learning, Innovation, and Development (M.S.Ed.) 13.0501, <i>approved June 9, 2022 by President Dan Mahony</i>		
Online Learning Post-Baccalaureate Certificate (13.0501)		
Organizational Learning, Innovation, and Development (M.S.Ed.) 13.0501, <i>approved June 9, 2022 by President Dan Mahony</i>		
Public Health Post-Baccalaureate Certificate (51.2208)		
Public Health (M.P.H.) 51.2208, <i>approved May 3, 2022 by President Dan Mahony</i>		
<b>#11: Creation of a joint degree program from two previously approved programs.</b>		
New degree program and CIP Code:		
Previously approved programs and CIP Codes:		
Health Administration (M.H.A.) 51.0701 and Juris Doctorate (J.D.) 22.0101, <i>approved December 16, 2021 by President Dan Mahony</i>		
<b>**Reasonable and Moderate Extension (RME) Requests</b>		
<b>#12: Reactivation of a temporarily suspended program***.</b>		
Title of Existing Program	Level of Program	CIP Code
None		
<b>#13: Creation of a new formally organized research or public service unit that has a temporary mission of up to five years.</b>		
Title of Unit	Region	
Consortium for Embedded Systems (90.1442)		Southern, <i>approved May 24, 2022 by IBHE staff</i>

<b>#14: Creation of a certificate program in a field or at a level in which there is not a previously approved degree program at that level or a higher level. (Include CIP Code)</b>			
Title of Program	Level of Program	CIP Code	Region
None			
<b>#15: Creation of a new program that results from the reorganization or restructuring of the curricular elements of an existing program that have over time evolved into separate and distinct programs (e.g., split into two, or options have evolved into separate programs). (Include CIP Code)</b>			
Title of Existing Program			Region
CIP Code			
Title of NEW Program			Region
CIP Code			
None			
<b>#16: Reclassification (change of CIP) of a program resulting from incremental changes or consolidation of two or more degree programs to a single program. (Include any CIP Code changes)</b>			
Previous Degree Title and CIP Code:		Region	
New Degree Program and CIP Code:			
Business Analytics (B.S.) 52.0201		Southern	
Business Analytics (B.S.) 52.1399, <i>approved December 15, 2021 by IBHE staff</i>			
Education Concentration Councilor Education (Ph.D.) 13.1101, Education Concentration Curriculum and Instruction (Ph.D.) 13.0301, Education Concentration Educational Administration (Ph.D.) 13.0401, Education Concentration Quantitative Methods (Ph.D.) 45.0102, Education Concentration Special Education (Ph.D.) 13.1001, and Education Concentration Workforce Education and Development (Ph.D.) 13.1320 Southern			
Education (Ph.D.) 13.0101, <i>approved June 17, 2022 by IBHE Staff</i>			
Population Health (Ph.D.) 13.1307		Southern	
Population Health (Ph.D.) 51.2208, <i>approved June 17, 2022 by IBHE staff</i>			
<b>#17: Changes in degree designation at the same level (e.g., BA to BS, MA to MBA).</b>			
Current Degree Designation and CIP Code:		Region	
New Degree Designation and CIP Code:			
None			
<b>#18: Creation of an out-of-region degree program.</b>			
Existing Degree Title	CIP code	Current Region	New Region
Accounting (B.S.)	52.0301	Southern	North Suburban, <i>approved March 17, 2022 by IBHE staff</i>
Paralegal Studies (B.S.)	22.0302	Southern	North Suburban, <i>approved March 17, 2022 by IBHE staff</i>
<b>Board Action</b>			
<b>#19: Creation of a degree program (excluding certificate programs) in a new field or at a new level (based on CIPS or IPEDS definitions). (Include CIP Code)</b>			
Aviation Management (M.S.) 49.0101, <i>approved August 13, 2021 by IBHE Board</i>			
<b>#20: Creation of new units of instruction, research, or public service that involve a change or expansion in mission, including programs, departments, colleges, centers or institutes, or other formally organized units. (Include CIP Code, if applicable)</b>			
Center for Autism Spectrum Disorders (90.4228), <i>approved August 13, 2021 by IBHE Board</i>			
<b>#21: Creation of a new campus</b>			
None			

<b><i>Annual Listing of Changes, RME Requests, and Board Approvals</i></b>			
<b><i>*Annual Listing of Changes</i></b>			
<b><i>Southern Illinois University Edwardsville</i></b>			
<b>#3: Addition of a new organized set of courses within a major (e.g., option, concentration, specialization, or sequence) to an existing degree.</b>			
<b>Existing Degree Title:</b> <b>(Name of Option, Concentration, Specialization, Sequence)</b>			
New specialization in Special Education for the MSED in Curriculum and Instruction (13.0301), approved 11.18.21 by President Dan Mahony.			
New specialization in Athletic Leadership for the MS in Higher Education and Student Affairs (13.0406), approved 3.18.22 by President Dan Mahony.			
New specialization in Educational Technologies for the MSED in Instructional Technology (13.0501), approved 5.20.22 by President Dan Mahony.			
<b>#4: Addition of an externally funded research or public service activity labeled as a center or institute because of grant requirements. The activity is temporary, not formally organized, and has no continuous mission.</b>			
<b>Name of Granted Funded Research Center of Institute</b> _____			
<b>#5: Addition of a new minor.</b>			
<b>Listing of Minors (not in program inventory)</b>			
No new minors, but eliminated the undergraduate minor in Russian Area Studies, approved 5.20.22 by President Dan Mahony.			
<b>#6: Change in degree title (e.g., the name of a discipline or major without changes in objectives or content, such as the change from "medical technology to "clinical laboratory sciences."</b>			
<b>Current Degree Title</b>	<b>Region</b>	<b>New Degree Title</b>	<b>Region</b>
Name change for the Post-Baccalaureate Certificate in Media Literacy to Digital Media Literacy (CIP 09.0102), and credit hour change from 18 to 9, approved 1.22.22 by President Dan Mahony.			
CIP Code change for the MS in Electrical and Computer Engineering from 14.1001 to 14.4701, approved 3.17.22 by IBHE.			
Name change for the MS in College Student Personnel Administration to Higher Education and Student Affairs (CIP 13.0406), approved 3.18.22 by President Dan Mahony.			
Name change for the MS in Computer Management and Information Systems to Management Information Systems (CIP 11.0101), approved 4.11.22 by President Dan Mahony.			
<b>#7: Changes in the name of an administrative (including departments), research, or public service unit.</b>			
<b>Current Name of Unit</b>		<b>New Name of Unit</b>	
<b>#8: Elimination, temporary suspension, or phase down of an existing degree program (Please label the status by each degree programs. For temporarily suspended programs, please provide a status update***.)</b>			
Select Existing Degree, CIP and REGION, place from Active to Phase Down, Phase Down to Elimination and Active to Temporarily Inactive Status. Add an EFFECTIVE DATE			
Eliminate two Post-Baccalaureate Certificates in Classroom Technologies and Web-based Learning (CIP 13.0501), approved 8.20.21 by President Dan Mahony.			

Eliminate three Professional Development Sequences in Emerging Technologies, Instructional Design, and Online Pedagogy, approved 8.20.21 by President Dan Mahony.			
Phase down of the MFA in Creative Writing and M.S. Ed in Special Education (until all three students in each program complete degrees).			
<b>#9: Reorganization, restructuring, consolidation, elimination, and other changes of existing administrative (including departments), research, or public service units that does not result in an increase in subunits. (Please label the status for each unit/department and include effective date)</b>			
Original unit(s):		Status:	
Newly created unit(s):		Effective Date:	
<b>#10: Creation of a certificate program in a field in which there is a previously approved degree program (e.g., undergraduate certificates from a prior approved bachelor's program; post-baccalaureate certificates from a prior approved master's program; a post-master's certificate from a prior approved doctoral program; or post-degree, first-professional certificates from a previously approved first-professional degree in the field). (List CIP Code, if appropriate)</b>			
New certificate program and CIP Code:			
Previously approved degree program on which certificate is based and CIP Code:			
New Post-Baccalaureate Certificate in Professional Leadership Strategies (44.0401) based on the Master's in Public Administration (44.0401), approved 6.24.21 by President Dan Mahony.			
New Post-Baccalaureate Certificates in Emerging Technologies, Instructional Design, and Online Teaching and Learning (13.0501) based on the MSED in Instructional Technology (13.0501), approved 8.20.21 by President Dan Mahony.			
New Post-Baccalaureate Certificates in Public Health: Public Health Global Health and Public Health Emergency Preparedness, Infectious Disease Outbreaks, and Surveillance (51.2299) based on the Master's in Public Health (51.2299), approved 11.18.21 by President Dan Mahony.			
New Post-Baccalaureate Certificate in Athletic Leadership, in the Department of Educational Leadership (13.0406) approved 03.18.22 by President Dan Mahony.			
New Post-Baccalaureate Certificate in Taxation (52.0301) in the Accounting Department based on the Master of Science in Accountancy (52.0301), approved 4.11.22 by President Dan Mahony.			
<b>#11: Creation of a joint degree program from two previously approved programs.</b>			
New degree program and CIP Code:			
Previously approved programs and CIP Codes:			
Title of Existing Program	Level of Program	CIP Code	Region
New concurrent programs in Doctor of Pharmacy (51.2001) and MS in Pharmaceutical Sciences (51.2010), Doctor of Pharmacy (51.2001) and Master in Public Health (51.2299), and Master in Public Health (51.2299) and Master in Business Administration (52.0201) approved 11.18.21 by President Dan Mahony.			
Accelerated Combined Degree BA/BS and MA in Sociology in the College of Arts and Sciences ( CIP 45.1101) approved 06.13.22 by President Dan Mahony.			
<b>#12: Reactivation of a temporarily suspended program***.</b>			
Title of Existing Program	Level of Program	CIP Code	
<b>mission of up to five years.</b>			
Title of Unit	Region		
<b>#14: Creation of a certificate program in a field or at a level in which there is not a previously approved degree program at that level or a higher level. (Include CIP Code)</b>			

Title of Program	Level of Program	CIP Code	Region
New Post-Master's Certificate in Orthodontics (CIP 51.0508) for the School of Dental Medicine, approved 8.23.2021 by President Dan Mahony.			
<b>#15: Creation of a new program that results from the reorganization or restructuring of the curricular elements of an existing program that have over time evolved into separate and distinct programs (e.g., split into two, or options have evolved into separate programs). (Include CIP Code)</b>			
Title of Existing Program		Region	
CIP Code			
Title of NEW Program		Region	
CIP Code			
<b>consolidation of two or more degree programs into a single program. (Include any CIP Code changes)</b>			
Previous Degree Title and CIP Code:		Region	
New Degree Program and CIP Code:			
<b>#17: Changes in degree designation at the same level (e.g., BA to BS, MA to MBA).</b>			
Current Degree Designation and CIP Code:		Region	
New Degree Designation and CIP Code:			
<b>#18: Creation of an out-of-region degree program.</b>			
Existing Degree Title	CIP code	Current Region	New Region
<b>Board Action</b>			
<b>#19: Creation of a degree program (excluding certificate programs) in a new field or at a new level (based on CIPS or IPEDS definitions). (Include CIP Code)</b>			
<b>#20: Creation of new units of instruction, research, or public service that involve a change or expansion in mission, including programs, departments, colleges, centers or institutes, or other formally organized units. (Include CIP Code, if applicable)</b>			
<b>#21: Creation of a new campus</b>			

\*Annual Listings are submitted by the institution and acknowledged by IBHE. There is no approval required.

\*\*Reasonable and Moderate Extension - these are submitted and require STAFF approval

\*\*\*See Section 1050.50 (c)(2) of the Administrative Rules for rules regarding Programs Placed in Temporary Suspension Status

### CHANGES IN FACULTY-ADMINISTRATIVE PAYROLL – SIUC

The following changes in faculty-administrative payroll are submitted to the Board of Trustees for ratification in accordance with the Board Policy on Personnel Approval (2 Policies of the Board B). Additional detailed information is on file in the Office of the Chancellor. Where appropriate, salary is reported on a monthly basis and on either an academic year (AY) or fiscal year (FY) basis.

A. Continuing Appointment (If the person previously had a University appointment, it is so noted. Otherwise, the person is a new University employee.)

<u>Name</u>	<u>Rank/Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Salary</u>
1. Alsobeh, Anas	Assistant Professor	School of Computing	08/16/2022	\$ 9,250/MO \$83,250/AY
2. Asirvatham, Jebaraj	Director 75%/Associate Professor 25% (prev: Associate Professor)	University Core Curriculum/ School of Agricultural Sciences	07/01/2022	\$10,028/MO \$90,252/FY \$9,116/MO \$20,511/AY
3. Bandy, Samuel	Interim Director of CIE (prev: Program Director)	Center for International Education	03/09/2022	\$ 7,268.00/MO \$87,216.00/FY (Previous Salary - \$ 4,417.00/MO \$53,004.00/FY)
4. Bennet, Tena	Assistant VC for Auxiliary Enterprise (prev: Director of Student Center)	Vice Chancellor for Student Affairs	07/01/2022	\$ 10,417/MO \$125,004/FY (Previous salary - \$ 9,225/MO \$110,700/FY)
5. Berns, Artie	Assistant Professor	School of Law Library	07/01/2022	\$ 6,834/MO \$82,008/FY
6. Blumenstock, Erica	Assistant Professor	School of Health Sciences	08/16/2022	\$ 7,905/MO \$71,145/AY
7. Burgener, Michael	Director (prev: Interim Director)	School of Aviation	06/01/2022	\$10,028/MO \$120,336/FY (previous salary – \$ 9,762/MO \$117,144/FY)



8.	Craig Engstrom	Director (prev: Associate Professor	Center for Teaching Excellence	07/01/2022	\$ 8,824/MO \$105,888/FY (previous salary - \$ 7,949/MO \$71,541/AY)
9.	Cheng, Hong	Dean 100%/ Professor 0%	College of Arts and Media/School of Journalism	07/01/2022	\$20,417/MO \$245,004/FY
10.	Everett, Amanda	Director (prev: Interim Director & Associate Director, Operations)	Undergraduate Admissions	05/01/2022	\$ 8,334/MO \$100,008/FY (Previous Salary - \$ 7,650.00/MO \$91,800.00/FY)
11.	Gluck, Matthew	Assistant Professor	School of Mathematical & Statistical Sciences	08/16/2022	\$ 7,100/MO \$63,900/AY
12.	Guardiano, Nicholas	Associate Professor (prev: Specialist)	Library Affairs	04/01/2022	\$ 5,667/MO \$68,004/FY (Previous Salary - \$ 3,594/MO \$43,128/FY)
13.	Jayawardene, Wasantha	Assistant Professor	School of Human Sciences	08/16/2022	\$ 7,500/MO \$67,500/AY
14.	Jones, Karen	Interim Associate Dean & Director of Graduate School (prev: Professor)	Graduate School	07/01/2022	\$12,062/MO \$144,744/FY (previous salary - \$10,965/MO \$98,685/AY)
15.	Khatami, Roohallah	Assistant Professor	School of Electrical, Computer, and Biomedical Engineering	08/16/2022	\$ 9,874/MO \$88,866/AY
16.	Lauderdale, Lindsey-Kay	Assistant Professor	School of Mathematical & Statistical Sciences	08/16/2022	\$ 7,611/MO \$68,499/AY

17.	Li, Hui	Assistant Professor	School of Electrical, Computer, and Biomedical Engineering	08/16/2022	\$ 9,874/MO \$88,866/AY
18.	Lindberg, Lynn	Executive Director of Innovation & Economic Development (prev: Interim Director of Innovation & Economic Development)	Office of Economic and Regional Development	05/12/2022	\$ 12,084/MO \$145,008/FY (Previous salary - \$ 10,200/MO \$122,400/FY)
19.	McCoy, Matthew	Director of Annual Giving (prev: Director of Development)	SIU Foundation	03/01/2022	\$ 6,370.00/MO \$76,440.00/FY (Previous salary – \$ 5,667.00/MO \$68,004.00/FY)
20.	McIntyre, Christina	Director (prev: Interim Director)	School of Education	04/01/2022	\$ 8,649.00/MO \$103,788.00/FY (No salary change)
21.	Murray, Joddy	Dean 100%/ Professor 0%	College of Liberal Arts/School of Literature, Written & Digital Humanities	07/01/2022	\$14,834/MO \$178,008/FY
22.	Prakash, Divya	Assistant Professor	School of Chemical & Biomolecular Sciences	08/16/2022	\$7,600/MO \$68,400/AY
23.	Rawls, Josi	Associate Director for Transfer Relations (prev: Assistant Director for Transfer Relations)	Undergraduate Admissions	06/01/2022	\$ 5,000/MO \$60,000/FY (Previous salary - \$4,496/MO \$53,952/FY)
24.	Rendleman, Julia	Assistant Professor	School of Journalism	08/16/2022	\$ 6,850/MO \$61,650/AY

25.	Ruiz, Michael	Assistant Dean of Admissions & Financial Aid (prev: Assistant Dean for Graduate Legal Studies)	School of Law	05/01/2022	\$ 8,341.00/MO \$100,092.00/FY (no salary change)
26.	Sen, Debarshi	Assistant Professor	School of Civil, Environmental & Infrastructure Engineering	08/16/2022	\$ 9,800/MO \$88,200/AY
27.	Sewell, Jennifer	Head Coach (Assistant Coach)	Intercollegiate Athletics	03/02/2022	\$ 6,666.67/MO \$80,000.04/FY (Previous salary – \$ 4,344.00/MO \$52,128.00/FY)
28.	Ulu, Sevincgul	Assistant Professor	School of Management & Marketing	08/16/2022	\$16,889/MO \$152,001/AY
29.	Williams, Matthew	Assistant Professor (prev: Assistant Professor of Practice)	School of Theater & Dance	08/16/2022	\$6,800/MO \$61,200/AY (Previous salary - \$5,000/MO \$45,000/AY)
30.	Wegmann, Susan	Executive Director 100%/ Professor 0%	SIU Extended Campus/School of Education	07/01/2022	\$12,917/MO \$155,004/FY
31.	Zamora, Susan	Director of Procurement Services	Procurement Services	03/21/2022	\$ 8,334/MO \$100,008/FY

B. Leaves of Absence with Pay:

	<u>Name</u>	<u>Type of Leave</u>	<u>Department</u>	<u>% of Leave</u>	<u>Date</u>
1.	Balkansky, Andrew	Sabbatical	School of Anthropology, Political Science, and Sociology	100%	08/16/2022-12/31/2022
	Analysis and write-up of NSF-funded archaeological research in Mexico, with primary outcome being a published monograph.				

- |    |  |            |                          |      |                       |
|----|--|------------|--------------------------|------|-----------------------|
| 2. | Ray, Walter  | Sabbatical | Library Affairs          | 100% | 01/01/23-06/30/23     |
|    | Change previously approved sabbatical leave from 07/01/22-12/31/22 to 01/01/23-06/30/23.   |            |                          |      |                       |
| 3. | Soliman, Hussein   | Sabbatical | School of Human Sciences | 100% | 01/01/22-05/15/22     |
|    | Change previously approved sabbatical leave for FY22 from 01/01/2022-12/31/2022 at 50% to 01/01/22-05/15/22 at 100%.   |            |                          |      |                       |
| 4. | Walczak, Christopher   | Sabbatical | School of Music          | 100% | 08/16/2022-12/31/2022 |
|    | Compose the music for a multimedia installation in the form of an “architectural video mural” which will premiere in December of 2022 and create an artificial intelligence platform which facilitates musical improvisation between human beings and AI, to be implemented using the digital audio/video visual programming language Max (formerly MaxMSP). |            |                          |      |                       |

### C. Awards of Tenure:

	<u>Name</u>	<u>Title on Effective Date of Tenure</u>	<u>Department/School</u>	<u>Effective Date</u>
1.	Cheng, Hong	Professor	School of Journalism School of Literature,	07/01/2022
2.	Murray, Joddy	Professor	Written & Digital Humanities School of Electrical,	07/01/2022
3.	Tsatsoulis, Costas	Professor	Computer & Biomedical Engineering	08/01/2022
4.	Wegmann, Susan	Professor	School of Education	07/01/2022

D. Promotions: None to report.

The following changes in faculty-administrative payroll at the School of Medicine/Springfield campus are submitted to the Board of Trustees for ratification in accordance with the Board Policy on Personnel Approval (2 Policies of the Board B). Additional detailed information is on file in the Office of the Dean and Provost. Where appropriate, salary is reported on a monthly basis and on either an academic year (AY) or fiscal year (FY) basis.

- A. Continuing Appointment (If the person previously had a University appointment, it is so noted. Otherwise, the person is a new University employee.)

	<u>Name</u>	<u>Rank/Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Percent Change</u>	<u>Salary</u>
1.	Cai, Weija	Assistant Professor	Medical Microbio, Immunology and Cell Biology-SMS	6/27/2022		\$8,333.33/MO \$99,999.96/FY
2.	Lee, Frances	Assistant Professor	Surgery	10/3/2022		\$16,666.67/MO \$200,000.00/FY
3.	Qato, Khalil	Assistant Professor	Surgery	7/25/2022		\$27,083.33/MO \$325,000.00/FY

- B. Leaves of Absence with Pay:

	<u>Name</u>	<u>Type of Leave</u>	<u>Department/School</u>	<u>% of Leave</u>	<u>Date</u>
1.	Hibbert, Paul	Sabbatical	FCM/Quincy – SMS	100%	09/01/22-08/31/23

Accepted into the International Master Program of Acupuncture at China Medical University, Taichung, Taiwan. The program aims to promote traditional Chinese medicine and Acupuncture. This institute is the first and foremost institute in Taiwan on acupuncture and moxibustion research, and is ranked as one of the outstanding meridian research groups in the field. With this education I plan to teach the Quincy Family Medicine Residents acupuncture and Chinese medicine in a scientific way so that this age-old treatment may better serve patients and broaden treatment avenues.

- C. Awards of Tenure: None

- D. Promotions: None

### CHANGES IN FACULTY-ADMINISTRATIVE PAYROLL – SIUE

The following changes in faculty-administrative payroll are submitted to the Board of Trustees for ratification in accordance with the Board Policy on Personnel Approval (2 Policies of the Board B). Additional detailed information is on file in the Office of the Chancellor. Where appropriate, salary is reported on a monthly basis and on either an academic year (AY) or fiscal year (FY) basis.

A. Continuing Appointment (If the person previously had a University appointment, it is so noted. Otherwise, the person is a new University employee.)

	<u>Name</u>	<u>Rank/Title</u>	<u>Department</u>	<u>Effective Date</u>	<u>Salary</u>
1.	Bach, Nicole	Academic Advisor I	School of Education	5/16/2022	\$3,025.46/mo \$36,305.52/FY
2.	Bernhardt, Aaron	Academic Advisor I	Academic Advising	5/23/2022	\$3,025.46/mo \$36,305.52/FY
3.	Black, Michelle	Coordinator	Educational Outreach	6/06/2022	\$3,416.00/mo \$40,992.00/FY
4.	Fling, Jacob	Manager	Educational Outreach	4/25/2022	\$5,958.34/mo \$71,500.08/FY
5.	Johnson, Tyrone	Hall Director	Housing	5/16/2022	\$3,000.00/mo \$36,000.00/FY
6.	Koonce, Jenna	Hall Director	Housing	6/01/2022	\$3,000.00/mo \$36,000.00/FY
7.	Lewis, Au'Janee	Hall Director	Housing	5/16/2022	\$3,000.00/mo \$36,000.00/FY
8.	Miller, Matthew	University Architect	Facilities Management	5/23/2022	\$7,025.00/mo \$84,298.00/FY
9.	Pecue, Caleb	Academic Advisor I	School of Business	5/01/2022	\$3,025.46/mo \$36,305.52/FY

10.	Petty-Meyer, Denise	Academic Advisor I	Academic Advising	5/02/2022	\$3,025.46/mo \$36,305.52/FY
11.	Poulsen, Heather	Coordinator	Admissions	5/09/2022	\$3,416.66/mo \$40,999.92/FY
12.	Stover, Sarah	Coordinator	Equity, Diversity, & Inclusion	4/11/2022	\$5,000.00/mo \$60,000.00/FY
13.	Viehweg, Carrie	Counselor	Career Development Center	6/01/2022	\$3,167.00/mo \$38,000.00/FY
14.	Walker, Alexa	Academic Advisor I	CAS Advisement	6/01/2022	\$3,025.46/mo \$36,305.52/FY
15.	Ware, Keith	Associate Director (previously: Program Director)	University Services to East St. Louis	5/02/2022	\$8,041.66/mo \$96,499.92/FY (previously: \$6,408.20/mo \$76,898.40/FY)
16.	West, Diane	Researcher	Institutional Research	5/16/2022	\$3,798.34/mo \$45,580.08/FY

B. Leaves of Absence With Pay – None to Report

C. Awards of Tenure - None to Report

D. Awards of Promotion-

	<u>Name</u>	<u>Rank on Effective Date</u>	<u>Department</u>	<u>Effective Date</u>
1.	Xin, Huaibo	Professor	Applied Health	07/01/22

PROPOSED REVISIONS TO BOARD OF TRUSTEES POLICY ON NAMING  
[AMENDMENTS TO 6 POLICIES OF THE BOARD B]

Summary

This matter seeks approval by the SIU Board of Trustees to amend 6 Policies of the Board Section B.2 to revise language regarding the Board of Trustees' Policy for Naming Physical Components of the University.

Rationale for Adoption

From time to time, review of Board Policies suggests changes to improve, clarify, correct, or make consistent, provisions of the Policies. In this instance, President Mahony tasked a committee to review the Board's naming policy for needed revisions or to address areas where additions might be beneficial. For example, as previously written, the Policy did not address if or how physical structure names could be changed; nor did the Policy address the "un-naming" of such physical components. In addition, over time questions have periodically arisen as to the scope of the Policy, for instance how commemorative objects should be addressed or whether authority for naming of some components resides with the campuses or is reserved at the Board level.

A committee consisting of representatives from each campus, the Office of the President, and Office of General Counsel reviewed and revised the suggested policy changes.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That the Board Legislation as attached shall be amended and hereby approved.

BE IT FURTHER RESOLVED, That the President of Southern Illinois University be and is hereby authorized to take whatever actions may be required to incorporate the changes to Board Legislation.



## 2. Policy for Naming Physical Components of the University

### a. ~~Southern Illinois University Policy~~ Authority for Naming

1. The Board of Trustees reserves the right to name, or rename, all buildings, structures or facilities, ~~or~~ discrete wings or additions to structures, and all streets, drives, ~~athletic play~~ fields, lakes, gardens, and other areas external to structures (collectively the “Physical Components”) ~~and~~ belonging to the University and under the control of the Board of Trustees, ~~either Southern Illinois University at Carbondale or Southern Illinois University at Edwardsville (10/10/96).~~ The President of Southern Illinois University is authorized to name, or rename, interior areas within facilities, ~~or areas of~~ buildings and other structures including lobbies, auditoria, courtyards, dining and function rooms, classrooms and offices, performance spaces, laboratories, lounges and art galleries, or other commemorative objects that require a name and are not otherwise a Physical Component (collectively the “Interior Spaces”) belonging to the University and under the control of the Board of Trustees ~~(10/10/96). Hereafter in this policy and in the policies for SIUC and SIUE, all of the above mentioned physical components shall be referred to as physical components of the University. (10/10/96)~~

### b. Naming Process

1. The Chancellors of SIUC or SIUE shall make recommendations to the President who will make recommendations to the Board of Trustees regarding the naming of a ~~physical~~ Physical eComponent of the University. Prior to making such recommendations to the President, the campus shall undertake a thorough degree of due diligence to avoid potential areas of concern or conflicts of interest. (3/28/19)
2. The selection of a name for ~~a physical component~~ Interior Spaces of the University shall be governed by policies for ~~SIUC Southern Illinois University at Carbondale~~ and ~~SIUE Southern Illinois University at Edwardsville~~ as submitted to the President by the respective Chancellor and approved by the President. (3/28/19)

### c. Naming Criteria ~~The policies established by SIUC and SIUE shall include the following considerations:~~

- ~~a~~ 1. Physical ~~e~~Components and Interior Spaces of the University may be named for living or deceased: notable members of the University faculty, staff, and student body; for distinguished former members of the Board; for donors of substantial funds; or for public persons of the state and nation, or of any country. ~~(10/10/96)~~
- ~~b~~ 2. No more than one ~~p~~Physical ~~e~~Component or Interior Space shall be named for any one person at the University campuses, except for presidents and statesmen of the United States unless approved by the President for Interior Spaces and the Board of Trustees for Physical Components. ~~(12/05/19)~~

- e3. When ~~p~~Physical ~~e~~Components of the University ~~comprising are~~ permanent buildings and structures used for housing, instruction, research, or administrative purposes ~~and re~~ given a proper name, an appropriate suffix noun excluding "Building" should be used. The noun "Building" will be used, with function names as a prefix, whenever a building is not named for a person. This policy for suffix nouns holds for all ~~except~~ ~~special purpose p~~Physical ~~e~~Components of the University ~~except special purpose Physical Components~~, such as libraries, athletic buildings and structures or facilities, extracurricular activity buildings, physical service buildings and structures, over/underpasses, streets, drives, special purpose areas, and the like.
- d4. The appropriate suffix noun for Interior Spaces, including auditoria, theaters, lecture halls, lounges, art galleries, dining rooms, and other spaces contained within a permanent building that are suitable for honoring a person will be determined by the predominant intended use of the space.

d. Duration of Naming

1. Generally, naming rights for Physical Components and Interior Spaces of the University are granted for the useful life of the structure or space. The Board of Trustees may deem the naming period concluded in certain circumstances, including but not limited to, the following:
  - a. If the named structure or space needs to be significantly altered or renovated, is replaced, is no longer habitable, there is a re-designation of purpose, is no longer needed or ceases to exist.
  - b. In the instance of a naming tied to a donation: the period of time in the gift agreement has expired or a donor fails to fulfill the terms of a gift that is recognized by a naming.
2. An appropriate University representative shall make all reasonable efforts to inform the original benefactors or honorees or their surviving family members, if applicable, in advance, when the naming period is deemed to have concluded.

e. Changes to or Removal of Names

1. The Board of Trustees reserves the right to remove a name from a Physical Component or Interior Space under extraordinary circumstances when the continued use of the name would compromise the public trust or reflect adversely on the University and its reputation. Proposals for the removal of names shall be brought to the Board of Trustees by the President at the discretion of the Chancellors of SIUC or SIUE after a campus level review process, including review and recommendation by the respective campus naming committee, including soliciting perspectives from relevant stakeholders. The removal of a name from a Physical Component or Interior Space must not be undertaken lightly, and must be approached with respect for the considered judgments of the past, especially when exercised by the contemporaries of an honoree, and with an awareness of the fallibility of our own judgments. The decision-making process must include, at a minimum, the following:

- a. An articulation of specific behavior(s) or course(s) of conduct on the part of the honoree on which the request for the removal of the honoree's name is based.
- b. A fact-finding investigation of the specific behavior(s) or course(s) of conduct, including an examination of contemporaneous records, related to the consideration of the naming, and the historical, personal, and (if relevant) academic context of the behavior(s) or course(s) of conduct.
- c. Thoughtful consideration of the impact on the University and the University community of both retention and the removal of the honoree's name, including but not limited to, the following:
  - 1. The nature of the specific behavior(s) or course(s) of conduct;
  - 2. The centrality of those behavior(s) or course(s) of conduct to the honoree's life as a whole;
  - 3. The prominence or role of the named Physical Component or Interior Space in the daily life of the University;
  - 4. The relationship of the honoree to the University's history;
  - 5. The degree to which retaining the name would interfere with the ability of the University to teach, work, and learn in the community;
  - 6. Whether the retention of the honoree's name compromises the University's mission or conflicts with the University's fundamental values.
- 2. Additional names may be added to any Physical Component or Interior Space when Significant funding is needed to build a new structure or space or renovate an existing named structure or space to meet the needs of the University.
- f. Campus Naming Policies
  - 1. SIUC and SIUE shall maintain their own naming policies, which shall include established minimum financial commitments corresponding to each naming opportunity, if applicable, that are benchmarked against institutions of similar size, scope and mission.
  - 2. The SIUC and SIUE campus policies shall incorporate the requirements of this Policy. Campus policies and procedures on naming shall not contain provisions that conflict with this Policy. (07/21/22)

REVISION OF BUDGET AND AWARD OF CONTRACT:  
RICHARD H. MOY, M.D. BUILDING, RENOVATION FOR ENDOCRINOLOGY CLINIC,  
SCHOOL OF MEDICINE, SIUC

Summary

This matter seeks the revision of budget and revision of award of contract in the amount of \$2,155,695 for the Richard H. Moy, M.D. Building Renovations for the Endocrinology Clinic.

Rationale for Adoption

At the December 5, 2019, meeting, the Board of Trustees approved a budget and project scope for interior renovations for Endocrinology outpatient teaching clinics for 8,300 square feet in the lower level of the Richard H. Moy, M.D., Building at an estimated cost of \$1,861,000. At the February 13, 2020, meeting, the Board of Trustees approved the award of contracts for \$1,569,504. This project was put on hold because of the restrictions of outside contractors on campus, and specifically in clinical spaces, in response to the COVID-19 global pandemic.

The use of the space was reevaluated during the pause in work and it was determined that the Endocrinology teaching clinic would more appropriately be located on the first floor of the Richard H. Moy, M.D. Building along with other Department of Internal Medicine teaching clinics. This space was reimagined as a teaching clinic designed and configured as a Center for Women's Health and Pelvic Wellness. Renovations will include work as previously designed with reconfiguration of some space to support the new use. Contract change orders and updated pricing resulted in revision to the contract award amounts to the prime vendors.

Funding for this project will come from non-appropriated funds. This matter is recommended by the Chancellor, SIUC, and the Dean and Provost of the School of Medicine.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That:

(1) The budget for interior renovations of the Richard H. Moy, M.D., Building Endocrinology Clinic be and is hereby revised to the amount of \$2,155,695.

(2) The contract for general work be revised for the Richard H. Moy, M.D. Building to R.D. Lawrence Construction Company, Springfield, IL from \$744,632 to \$1,181,816.

(3) The contract for HVAC work be revised for the Richard H. Moy, M.D. Building to Henson Robinson Company, Springfield, IL from \$219,815 to \$320,800.

(4) The contract for electrical, communications and data work be revised for the Richard H. Moy, M.D. Building to Egizii Electric, Inc., Springfield, IL from \$321,357 to \$388,300.

(5) The contract for plumbing work be revised for the Richard H. Moy, M.D. Building to Henson Robinson Company, Springfield, IL from \$231,200 to \$178,980.

(6) The contract for fire protection work be revised for the Richard H. Moy, M.D. Building to Superior Fire Protection Systems, Forsyth, IL from \$52,500 to \$85,799.

(7) Funding for the project will come from non-appropriated funds available to the School of Medicine.

(8) The President of Southern Illinois University be and is hereby authorized to take whatever action may be required in the execution of this resolution in accordance with established policies and procedures.

#### AWARD OF CONTRACTS: CONSTRUCTION OF NEW WOODLAND HALL PARKING LOT, SIUE

##### Summary

This matter awards contracts in the amount of \$1,885,687 to build the new Woodland Hall parking lot on the SIUE campus.

##### Rationale for Adoption

On April 28, 2022, the SIUE Board of Trustees approved the project and budget to Resurface/Rebuild Various Parking Lots and Parking Roadways, Construct Parking Lot H and WH, and Install Updated Lighting, SIUE. The project specified that the construction of the new Woodland Hall would occur in the initial phase in order to facilitate the use of Lot WH for construction of the new Health Sciences Building. It also specified that the construction would be completed in the fall of 2022. The approved estimated budget of the total project is \$9,140,000 and will be funded from bond proceeds and debt service payments will be repaid with parking fees. The estimated design, construction and contingency costs for the new WH parking lot is \$2,174,155. Bids received on June 8 and 9, were favorable and awarding the contracts is requested. A summary of the bids received is attached for review. The Chancellor and the Vice Chancellor for Administration, SIUE, have recommended this matter to the President.

### Considerations Against Adoption

The work included in this project will cause a temporary inconvenience to those in the general vicinity of the new parking lot. Work will be scheduled during the fall of 2022.

### Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That:

(1) The contracts to perform construction work required to build the new Woodland Hall Parking Lot, SIUE, be and are hereby awarded to the following:

- a. General Contractor \$1,650,000  
RCS Construction, Inc., East Alton, IL
- b. Electrical Contractor \$235,687  
J.F. Electric, Inc., Edwardsville, IL

(2) The project will be funded from bond proceeds and debt service payments will be repaid with parking fees.

(3) The President of Southern Illinois University be and is hereby authorized to take whatever action may be required in the execution of this resolution in accordance with established policies and procedures.

SOUTHERN ILLINOIS UNIVERSITY <b>EDWARDSVILLE</b>	
GENERAL CONTRACTORS	BASE BID
RCS Construction Inc 960 East Airline Drive East Alton IL 62024	\$ 1,650,000.00
Stutz Excavating Inc 3837 Fosterburg Road Alton IL 62002	\$ 1,690,000.00
ELECTRIC CONTRACTORS	BASE BID
J.F. Electric Inc. 100 Lakefront Parkway Edwardsville IL 62025	\$ 235,687.00
Camp Electric & Heating Co., Inc. 3133 Washington Avenue Alton IL 62002	\$ 249,800.00

NAMING OF THE GLENN POSHARD  
TRANSPORTATION EDUCATION CENTER, SIUC

Summary

This matter proposes the naming of the Transportation Education Center (TEC) as the Glenn Poshard Transportation Education Center.

Rationale for Adoption

Few individuals have made such a positive impact on the SIU System and SIU Carbondale as Dr. Glenn Poshard, who began his lifelong engagement with SIU as a student. He earned a bachelor's (1970), master's (1974) and doctoral (1984) degree in secondary education, educational administration and in administration of higher education, respectively.

His career took him from serving as a teacher in the halls of southern Illinois high schools to serving as a member of the U.S. House of Representatives in the halls of Congress. Prior to his time in Washington D.C., he also was the director of the Southern Illinois Educational Service Center and was elected to the Illinois State Senate. Following his retirement from Congress, he became vice chancellor for administration at SIU Carbondale and was later named to the SIU Board of Trustees, where he served as chair. He also served as President of the SIU System from 2006-2014.

Dr. Poshard and his wife, Jo, established the Poshard Foundation for Abused Children, which has raised substantial amounts of support to care for abused children and victims of domestic abuse throughout Southern Illinois. The Poshards are longtime benefactors of SIU and many local charities.

Among his many notable achievements while serving as President of the SIU System is the fact that Dr. Poshard was instrumental in the building of the SIU Carbondale Transportation Education Center at Southern Illinois Airport. Through Dr. Poshard's political savvy and long-term relationships in Springfield, he was able to secure the funding needed to build a 187,083 square foot state-of-the-art educational facility for the automotive technology, aviation flight and aviation management programs.

The TEC is the premier transportation education facility in the Midwest and ranks among the top such facilities in the country. With a plan for continued growth at the airport and the strong enrollment of the automotive and aviation programs, this building will continue to be a preeminent educational facility for the university. In honor of his many contributions to the university over the course of his lifetime, the university seeks to rename the Transportation Education Center at Southern Illinois Airport the Glenn Poshard Transportation Education Center.

### Constituency Involvement

SIU Carbondale's Naming Facilities Committee, which is comprised of representatives from the various campus constituent groups, has recommended this matter to the Chancellor, SIUC. The Chancellor has recommended this to the President.

### Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That: the Transportation Education Center be named the Glenn Poshard Transportation Education Center and that the appropriate signage be displayed to reflect this naming.

BE IT FURTHER RESOLVED, That: the President of Southern Illinois University be and is hereby authorized to take all action required in the execution of this resolution in accordance with established policies and procedures.

### APPROVAL: ADD THE HEATING & REFRIGERATION PARKING LOT, SIUE, TO THE HOUSING AND AUXILIARY FACILITIES SYSTEM

### Summary

This matter seeks to add one parking lot to the Housing and Auxiliary Facilities System. The parking lot to be added serves the Heating & Refrigeration (H&R) plant facility on the Edwardsville Campus.

### Rationale for Adoption

In 1997, financing through the Housing and Auxiliary Facilities System was established for the construction and renovation of all parking lots on the SIUE campus, the School of Dental Medicine lots in Alton and the East St. Louis Center parking lots. Since that time, other lots have been added to the Revenue Bond System as they were constructed with additional debt financing. However, the Heating & Refrigeration Plant parking lot was constructed by SIUE using non-system funds and is currently not part of the revenue bond system.

This matter seeks approval to add this parking lot to the Housing and Auxiliary Facilities System so that proper maintenance support can be provided. A map of the campus, with the lot circled, is attached.



If approved, revenue generated from the sale of parking permits will be deposited into the Parking Operations fund, which is part of the Housing and Auxiliary Facilities System, and will provide Parking Operations with funding for maintenance of all parking lots.

The Board Treasurer recommends this matter.

#### Considerations Against Adoption

In the future, any funds used to maintain the parking lot would come from either Parking Operations or Parking Repair and Replacement Reserve Funds.

#### Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That:

(1) The Heating & Refrigeration Plant parking lot be added to the Housing and Auxiliary Facilities System.

(2) The President of Southern Illinois University be and is hereby authorized to take all action required in the execution of this resolution in accordance with established policies and procedures.

PROPOSED REDUCTION TO STUDENT HEALTH INSURANCE FEE, SIUC  
[AMENDMENT TO 4 POLICIES OF THE BOARD APPENDIX A]

Summary

This matter proposes a reduction to the previously approved rate for the student health insurance fee.

Rationale for Adoption

The Student Medical Benefit (SMB) Student Insurance Fee is based on actual market rate pricing by the vendor, as allowed under the contractual agreement approved by the Board of Trustees in April 2015. The fee is based on previous claims history, plan enrollment, and medical inflation.

The Board of Trustees approved new Fall 2022, Spring 2023 and Summer 2023 rates at its April 2022 meeting. Following that meeting, the university was informed by the vendor that it miscalculated the fee rate it provided to the university for the Fall 2022 and Spring 2023 semesters. As such, the university is seeking approval to enact the reduced fee for those semesters, as reflected on the attached table.

The Student Insurance Fee allows for the continuation of the commercially insured program of external medical and hospitalization coverage that is fully compliant with the Affordable Care Act (ACA). The Student Medical Insurance Plan provides students with comprehensive health coverage at affordable low-cost rates. In accordance with current policy, students who have their own comparable health insurance coverage may apply for a refund of the Student Insurance Fee.

Constituency Involvement

The Vice Chancellor for Student Affairs and other university officials have informed the appropriate student government bodies and student advisory boards regarding the vendor's error that will result in a reduced fee structure.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That: 4 Policies of the Board, Appendix A, be and is hereby amended as follows:

(1) The Student Health Insurance fee shall be and is hereby amended for FY2023, as presented in Table 1.

BE IT FURTHER RESOLVED, That: the President shall be and is hereby authorized to take whatever action may be required in the execution of this resolution in accordance with established policies and procedures.

TABLE 1

## Appendix A - Current Tuition, Fees, &amp; Room and Board Charges

## 6. General student fee schedule approved by the Board for Southern Illinois University Carbondale in effect Fall Semester:

a. Fees: Uncapped (Per Credit Hour Per Semester) Effective Fall 2020 Effective Fall 2022

General Student Fee—On-Campus <sup>(1)</sup>	\$117.00	\$120.00
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General Student Fee—Off-Campus	\$72.60	\$72.60
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b. Fees: Flat Rate (Per Semester) Effective Fall 2021 Effective Fall 2022

Student Insurance Fee <sup>(2)</sup>	\$1,043.00	<del>\$1,091.00</del> <u>\$1,086.00</u>
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Student-to-Student Grant Fee <sup>(3)</sup>	\$3.00	\$3.00
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(1) Fees for Physician Assistant, Law and School of Medicine are capped at 15 hours per semester. (2/8/18). School of Medicine MD program students are capped at 5 hours per summer semester. (4/30/20)

(2) Summer rates for Student Insurance Fee: 2021 \$365.00; 2022 \$391.00 2023 \$391.00 (Effective Summer 2018, Summer rate is only assessed to students not enrolled the preceding Spring Semester.) (4/16/15), (3/24/16), (2/9/17), (2/8/18), (4/12/18), (5/16/19) (4/30/20) Summer rates provided by the vendor are estimates. Students are charged the lowest rate possible. (3) Student-to-Student Grant: Amount refundable upon student's request within specified period of time. Graduate and professional students do not pay this fee.

ADDITIONAL APPROVAL OF PURCHASE AUTHORITY:  
SOFTWARE MAINTENANCE, CARBONDALE AND EDWARDSVILLE CAMPUSES

Summary

This matter seeks approval to increase the purchase authority of a combined software maintenance agreement with Ellucian for the Carbondale and Edwardsville campuses.

Rationale for Adoption

The Board of Trustees approved the original seven-year contract totaling \$5,650,000 at its May 5, 2016, meeting. Ellucian provides the Student Information System for both SIUC and SIUE, including Banner products such as student, financial aid, human resources, payroll, procurement and accounting modules.

During the course of the contract, it was determined that a critical maintenance component necessary to ensure the Student Information System is performing properly was not included in the original anticipated cost for the Carbondale campus. Efforts to reduce or eliminate other maintenance items throughout the course of the contract did not materialize. The revised authority being sought represents an amount that should have been brought to the Board for consideration in 2016.

This software maintenance agreement with Ellucian, which expires on June 30, 2023, ensures that the campuses have the most recent functional and secure software available to run these programs and provides near round-the-clock support for problem resolution with the vendor.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That:

(1) The purchase authority of Ellucian Banner Software Maintenance Agreement for SIUC and SIUE the period of July 1, 2016, through June 30, 2023, be increased from \$5,650,000 to \$6,315,000.

(2) The Board of Trustees hereby authorizes the purchase of goods and services associated with this award.

(3) Funding for this purchase will be from the Student Technology Fee account on the SIUC campus and the Information Technology Services account on the SIUE campus.

(4) The President of Southern Illinois University be and is hereby authorized to take whatever action may be required in the execution of this resolution in accordance with established policies and procedures.

APPROVAL OF PURCHASE:  
PHYSICIAN COVERAGE, SCHOOL OF MEDICINE, SIUC

Summary

This matter seeks approval for an agreement with Weatherby Locums Inc. to provide physician coverage for pediatric general surgery and pediatric orthopedic surgery.

Rationale for Adoption

The School of Medicine has initiated searches for faculty members to provide services in pediatric orthopedic surgery and pediatric general surgery in collaboration with HSHS St. John's Hospital in Springfield. Until the School of Medicine can make such hires, these needed services will be provided by contracted physicians through an external firm specializing in the healthcare field.

At the April 28, 2022, meeting, the Board of Trustees approved the purchase of these services from another vendor. That vendor is able to supply the majority, but not all, of the contracted physicians needed. This matter seeks the approval of an alternate vendor to supplement and provide these pediatric surgery services as necessary.

This matter seeks to award a one-year contract to Weatherby Locums Inc. of Fort Lauderdale, FL, for \$1,283,000. The agreement includes an option to cancel the contract with a 30-day notice, which will be provided upon the hiring of permanent faculty. Weatherby Locums Inc. specializes in the temporary placement of physicians and other healthcare providers at healthcare facilities across the United States.

The provisions of the Illinois Procurement Code do not apply to contracts for medical services necessary for the delivery of care and treatment at medical facilities utilized by SIU.

The purchase will be funded by non-appropriated funds of the School of Medicine.

The Chancellor, SIUC, and the Dean and Provost of the SIU School of Medicine have recommended this matter to the President.

### Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in a regular meeting assembled, That:

(1) The contract for physician services by Weatherby Locums Inc. of Fort Lauderdale, Florida, is approved to provide coverage for pediatric general surgery and pediatric orthopedic surgery through June 30, 2023, at a total cost of \$1,283,000.

(2) The Board of Trustees hereby authorizes the purchase of goods and services associated with this contract.

(3) Funding for this purchase will come from non-appropriated funds at the School of Medicine.

(4) The President of Southern Illinois University be and is hereby authorized to take whatever action may be required in the execution of this resolution in accordance with established policies and procedures.

### APPROVAL OF SALARY AND APPOINTMENT: VICE CHANCELLOR FOR RESEARCH AND GRADUATE SCHOOL DEAN, SIUC

#### Summary

This matter presents for approval the salary and appointment of Constantinos “Costas” Tsatsoulis as the Vice Chancellor for Research and Graduate School Dean, SIUC.

#### Rationale for Adoption

Policies of the Board of Trustees require the Board of Trustees approval of the appointment of the vice chancellors at SIUC. This vice chancellor position is responsible for the development, direction, and management of the research, scholarly, and creative activity programs of SIUC and will lead the Graduate School in the development of research programs and graduate education by supporting the graduate faculty, deans and the Provost and Vice Chancellor for Academic Affairs.

Following a national search that resulted in three finalists being interviewed, Dr. Tsatsoulis was determined to be the preferred choice given his more than 30 years in higher education experience and a background in research, graduate affairs and computer science and his devotion to student success. He comes to SIUC from Missouri University of Science and Technology where he was vice provost of graduate education and professor in the Department of Computer Science.

Tsatsoulis earned his doctorate (1987), master's (1984) and bachelor's (1983) degrees in electrical engineering from Purdue University as well as a Bachelor of Arts in German at Purdue in 1987.

The Chancellor, SIUC, has recommended this matter to the President.

### Constituency Involvement

A campus search committee narrowed a pool of several dozen applicants down to a group of three finalists who were interviewed by broad segments of the campus community, including a number of small group interview sessions and an open forum.

### Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That: Constantinos "Costas" Tsatsoulis be appointed to the position of Vice Chancellor for Research and Graduate School Dean, SIUC, with an annual salary of \$220,008, effective August 1, 2022.

### APPROVAL OF SALARY AND APPOINTMENT: VICE CHANCELLOR FOR UNIVERSITY ADVANCEMENT, SIUE

### Summary

The matter presents for approval the salary and appointment of the Vice Chancellor for University Advancement (VCUA) and CEO of the SIUE Foundation for the Edwardsville campus.

### Rationale for Adoption

Policies of the Board of Trustees require Board of Trustees approval of the salary and appointment of Vice Chancellors.

SIUE is honored to have identified an accomplished professional to amplify its advancement efforts to support the mission of the university. Blair Seth Walker brings to SIUE a data-informed approach to more effectively engage alumni, friends, and donors. As VCUA, Walker will oversee annual giving, financial affairs, major gifts, prospect research, stewardship, planned giving and constituent relations, as well as the SIUE Alumni Association and the Foundation.

Walker most recently served as senior director of development for the Coles College of Business, Graduate College, College of Professional Education, and Division of Global Affairs at Kennesaw State University (KSU). KSU, located in suburban Atlanta, has

grown rapidly and is now the third-largest public university in Georgia, with over 43,000 students.

At KSU, Walker advocated for and created programs that allowed students to gain access to financial resources to complete their degree. Additionally, Walker worked closely with faculty to identify research, philanthropic funding opportunities across KSU's nine colleges to create collaborative programs for corporations interested in research and recruiting.

An accomplished advancement leader, Walker holds the Certified Fund-Raising Executive (CFRE) designation, held by fewer than 5% of professional fundraisers. Walker previously served in similar roles for Georgia Southern University and Georgia Aquarium. He began his career in non-profit fundraising at United Way of the Coastal Empire, based in Savannah, GA.

Walker holds a bachelor's in health science administration and an MBA from Georgia Southern University (formerly Armstrong Atlantic State University) in Savannah, GA. He is currently pursuing a doctorate in higher education administration from Georgia Southern University.

The SIUE Chancellor has recommended this matter to the President.

#### Constituency Involvement

A representative search committee was formed by a diverse group from SIUE including members of the Foundation Board, academic units and constituency groups who diligently offered their feedback during the process and were considered and weighed in making a recommendation of qualified finalists from which Mr. Walker was selected.

#### Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That: Blair Seth Walker, is appointed to the position of Vice Chancellor for University Advancement with an annual salary of \$210,000 effective August 1, 2022.



## EMPLOYMENT AGREEMENT

This Employment Agreement, hereinafter “Agreement,” is made and entered into this 1<sup>st</sup> day of August 2022, by and between the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, (University) and Dr. Jerry Kruse. The University and Dr. Kruse may hereinafter be referred to, individually, as a “Party” or, collectively, as the “Parties.”

### Article I. THE UNIVERSITY’S AGREEMENTS WITH THE DEAN AND PROVOST

1.1 Employment. The University appoints and employs Dr. Jerry Kruse to be Dean and Provost of Southern Illinois University School of Medicine (Dean). The Dean shall serve as the chief executive and academic officer of Southern Illinois University School of Medicine (SOM) under the supervision of the Chancellor of Southern Illinois University Carbondale (Chancellor). Dr. Kruse shall continue as Professor of Family and Community Medicine and Professor of Medical Education, as no-pay appointments. Dr. Kruse may also continue the no-pay appointment as laboratory director for SOM Family and Community Medicine in Quincy. Dr. Kruse accepts and agrees to such employment.

- a. The Parties acknowledge and agree that Dr. Kruse shall also continue to serve as the chief executive officer of SIU HealthCare, the faculty practice plan of SOM and a university related organization created to benefit and support the teaching, research, and service missions of the School of Medicine, with an annual base salary of Two Hundred Twenty Five Thousand Dollars (\$225,000) and potential annual incentive compensation of One Hundred Thousand Dollars (\$100,000) at the discretion of the SIU HealthCare Board of Directors. Dr. Kruse shall provide any employment agreement, or similar contract, or any amendment to the same, or compensation information between him and SIU HealthCare, to the University for review upon request.

1.2 Duties. The University and Dr. Kruse agree that as Dean and Provost of SOM, Dr. Kruse shall perform all duties required by, and in accordance with, applicable law, this Agreement, the Legislation of the Board of Trustees, and Southern Illinois University Carbondale (SIUC) and SOM guidelines, policies, and procedures including, without limitation, the following:

- a. Remain responsible to the University for the execution and enforcement of all policies and regulations of the University and SOM as they exist or may, from time to time, be amended, including carrying out approved policies, guidelines, and regulations governing the management of SOM, delegating as appropriate, execution to administrative aides and heads of appropriate functional areas;
- b. Develop and recommend budgets to the Chancellor, and control the allocation of expenditures for SOM within the framework of budgets approved by the Board, President, and Chancellor;
- c. Assist in formulating policies for adoption by the University;
- d. Develop and recommend to the Chancellor a strategy for meeting the goals and objectives of SOM;
- e. Assume primary responsibility for the internal organization of SOM administration, including academic, business, and student affairs, and the development and management of physical plant and auxiliary services;

- f. Appoint all academic and non-academic employees within the limitation of powers delegated by the Board of Trustees, the President, and the Chancellor and pursuant to policies and guidelines applicable thereto;
- g. Inform the Chancellor of all matters important to operation and management;
- h. At the direction of the Chancellor, represent the University in its relationship to agencies of local, state, and federal government and other external bodies;
- i. Assume primary responsibility for the external relations activities of fund raising and alumni relations for SOM, and
- j. Assume the duties and responsibilities as the principal liaison between SOM and SIU HealthCare
- k. Perform such other duties as may be assigned by the Chancellor.

1.3 Compensation. The University and Dean agree that as consideration for employment, the Dean shall receive the following:

- a. Compensation in the form of an annualized base salary in the amount of Six Hundred Seventy-Five Thousand Dollars (\$675,000), payable in equal installments in accordance with the appropriate SOM payroll schedule. Salary shall include statutory deductions for applicable local, state, and federal taxes and various employee benefits. Such salary shall not be eligible for an increase if the University approves an across the board salary increase plan for any given fiscal year covered by this Agreement that might otherwise;
- b. Retirement benefits, health insurance benefits, sick leave, paid vacation, and other usual and customary benefits accorded to other administrative and professional employees of the University that are authorized by law or policy;
- c. A tenured appointment at SOM as Professor Family and Community Medicine and Professor of Medical Education. If his appointment of Dean and Provost terminates, other than pursuant to Section 4.1 herein, and an appointment as professor commences, Dr. Kruse shall thereafter be paid a salary amount that is consistent with other members of the faculty with similar rank and experience as determined by the chair of the applicable department. Dr. Kruse shall negotiate said salary with the chair and subsequent dean, whose decision shall be final.

## Article II. THE DEAN'S AGREEMENTS WITH THE UNIVERSITY

2.1 Acceptance of Deanship. For and in consideration of the promises of the University as stated in this Agreement, Dr. Kruse agrees to serve as Dean and Provost of Southern Illinois University School of Medicine. The Dean agrees to remain responsible to the Chancellor for the execution of the University's policies, guidelines, and regulations as they exist or may, from time to time, be amended. The Dean agrees to discharge the authority and responsibilities delegated by the University and the duties set forth herein. The Dean agrees to regularly report to the Chancellor the status and progress related to the implementation of major policy, budget, operational, and other material matters as determined by the Chancellor.

2.2 Accountability. The Dean agrees that in performing the duties enumerated in this Agreement he shall be accountable to the Chancellor. The Dean agrees to participate in regular meetings with

the Chancellor in order to provide advice and counsel, coordinate and implement University's policies, and articulate University concerns.

2.3 Devotion of Best Efforts. The Dean agrees to faithfully and industriously, with the best use of his effort, experience, ability, and talent with due regard for the mission of the University, perform all of the duties required under this Agreement and other reasonable requests made by the Chancellor.

2.4 Outside employment. The Dean further agrees not to render services of any professional nature for any person or entity for remuneration or otherwise (other than the University), except for duties aforementioned with regard to SIU HealthCare or, subject to applicable law and University policy, infrequent periodic honoraria related to his academic appointment which may be standard in the field, without the Chancellor's prior written consent. Notwithstanding anything herein to the contrary, the Dean 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 Dean's responsibilities or reflect negatively upon him or the University.

### Article III. TERM OF APPOINTMENT

This Agreement shall be for a term commencing on August 1, 2022, and terminating at the end of the day immediately preceding the fourth (4<sup>th</sup>) anniversary thereof (July 31, 2026), subject to prior termination as provided in this Agreement.

### 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. In addition to any of its other normally understood meanings in employment contracts, "just cause" shall include the following:

- a. A deliberate or serious violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Dean's abilities;
- b. A violation by Dean of any of the terms and conditions of this Agreement not remedied after thirty (30) days' written notice thereof;
- c. Any conduct of the Dean that constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the University, as determined in the sole discretion of the University;
- d. A violation of Section 2.4 of this Agreement;
- e. A deliberate or serious violation of any law, rule, regulation, constitutional provision, Legislation of the Board, University Guidelines, or SIUC or SOM guidelines, policies or procedures which violation may, in the sole judgment of the University, reflect adversely upon the University;

- f. Prolonged absence from duty without the University's consent.
- 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 Dean dies or becomes totally disabled, or totally incapacitated or incapable of carrying out the duties as Dean, as defined by the University.

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

4.3 Termination Without Cause. The University may, in its sole discretion, terminate this Agreement in accordance with Board of Trustees legislation. In connection with such a termination, the University may, in its sole discretion assign the Dean other responsibilities, including but not limited to the responsibilities of a professor in a department in which the Dean holds tenure. In the event University terminates this Agreement without cause during the term of the Agreement, the University shall pay to the Dean the equivalent of twenty (20) weeks' worth of annualized base salary, as provided for in Section 1.3(a) reduced by any compensation the Dean receives as a professor at the School of Medicine or any other position for the University, as his sole compensation and remedy for such cancellation. If termination occurs with less than twenty (20) weeks remaining on the term of the Agreement, the University shall pay to the Dean the amount of annualized base salary remaining on the term of the Agreement, payable in equal installments in accordance with the appropriate University payroll schedule, reduced by any compensation the Dean receives as a faculty member of SOM or for any other position for the University for the period remaining in the term of the Agreement. Such compensation shall not be paid if termination is for cause, as reflected in Section 4.1 or misconduct otherwise defined in the Government Severance Pay Act (5 ILCS 415/1 et seq.). In the event the Dean elects to exercise his tenure rights at the University after termination without cause by the University, said amount payable under this Section shall be reduced by the amount of the faculty salary paid to the Dean. In the event the Dean 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 Dean through such employment. In consideration of this payment by the University, the Dean 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 Dean may have arising out of his employment or termination from employment.

4.4 Termination by Dean. This Agreement may be terminated without cause by Dean giving the University ninety (90) days advance written notice of the termination of employment. A shorter period of notice may occur by mutual written consent.

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 Dean 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 damages provisions herein, the Dean agrees to mitigate the University's obligations to pay damages 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 SOM, as applicable.

#### Article V. OTHER MUTUAL AGREEMENTS

5.1 Entire Agreement. This Agreement replaces and supersedes the Employment Agreement entered into by the Parties on or about December 17, 2015, and all amendments thereto, and constitutes the entire understanding of the Parties hereto and supersedes any and all other 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 Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the state of Illinois, without regard to its conflict 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 or limitation of rights enforceable under this Agreement.

5.4 Assignment. This Agreement is not assignable but shall be binding upon heirs, administrators, representatives, and successors of both Parties.

5.5 Captions. The captions are for reference purposes only and have no force 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, (ii) via a nationally recognized courier or delivery service, or (iii) via facsimile to the President and Chancellor or Dean, respectively, with documentation of confirmed receipt to the following:

For the University:

Chancellor

Southern Illinois University Carbondale

1265 Douglas Drive, MC 4304

Anthony Hall, Rm. 116

Carbondale, Illinois 62901

618-536-3404 (fax)

Dean:

Dean and Provost

Southern Illinois University School of Medicine

801 N. Rutledge

P.O. Box 19620

Springfield, Illinois 62794-9620

217-545-0786 (fax)

With a copy to:

President

Southern Illinois University

1400 Douglas Drive, MC 6801

Carbondale, Illinois 62901

618-536-3404 (fax)

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. Unless otherwise required by law, any statement made or released by a Party must be agreed to by the other Party in writing, except for an announcement related to the basis of termination of the Agreement.

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 the 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. Kruse and the University, acting through the Chancellor, have executed this Employment Agreement below.

BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY:

DEAN:

BY: \_\_\_\_\_  
Dr. Austin Lane, Chancellor

\_\_\_\_\_  
Dr. Jerry Kruse

## AMENDMENT TO CHANCELLOR EMPLOYMENT AGREEMENT

### Amendment #1

This Amendment #1 (“Amendment”) to the Chancellor Employment Agreement (“Agreement”) is entered into as of July 21, 2022 (“Effective Date”), by and between the Board of Trustees of Southern Illinois University, a body politic and corporate of the state of Illinois, (“Board”) and Dr. Austin Lane (“Chancellor”). The Board and the Chancellor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, on or about May 29, 2020, the Parties entered into the Agreement, and;

WHEREAS, the Parties now mutually desire to extend the Agreement and amend it for corresponding considerations.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement as follows:

1. A new Article I, Section 1.3 is inserted as follows:  
“Goal-Setting Process and Evaluation. On or before August 31, 2022, June 1, 2023, and June 1, 2024, respectively, the Chancellor shall provide to the President a list of proposed annual goals and objectives for the respective subsequent corresponding periods of July 1, 2022 through June 30, 2023, July 1, 2023 through June 30, 2024, and July 1, 2024 through June 30, 2025, respectively (each a “Goal Cycle”). On or before July 1 each year, an evaluation of the Chancellor shall be initiated pursuant to the Statutes of the SIU Board of Trustees. Notwithstanding anything herein to the contrary, all setting of goals and evaluations shall be in accordance with the Statutes of the SIU Board of Trustees. In addition, the Chancellor shall be eligible for annual incentive compensation set forth in Section 1.4.c. for the period July 1, 2021 through June 30, 2022 based on the annual goals and objectives that were set forth in advance for the same period, subject to the requisite review and approvals set forth in Section 1.4.c. On or before December 31, 2024, the Parties also agree to revisit the potential for the period of July 1, 2025 through June 30, 2026 to be added as a Goal Cycle, as well as potential incentive compensation corresponding thereto.”
  
2. The section identified as Article I, Section 1.3 in the Agreement is deleted in its entirety and replaced with a new Section 1.4 as follows:  
“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-Six Thousand and Eight Hundred Twelve Dollars (\$346,812), 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. 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. An annual housing allowance of Thirty-Five Thousand Dollars (\$35,000), for a residence within the region, a reasonable distance from Southern Illinois University Carbondale, payable in equal monthly installments in accordance with the appropriate University payroll schedule.

c. Annual incentive compensation of up to Sixty-Five Thousand Dollars (\$65,000), for meeting annual goals which are mutually established in advance for each Goal Cycle, pursuant and subject to the goal setting and evaluation in accordance to Section 1.3 above, as well as for the period July 1, 2021 through June 30, 2022. Such incentive compensation and the amount, if any, besides being approved by the President, must be approved by the Board of Trustees in an open meeting and shall normally be done at its July meeting. The performance upon which the incentive compensation is based shall be made publicly available pursuant to the Open Meetings Act, but in any event, no less than forty-eight (48) hours before Board approval.

d. 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.

e. 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.

f. 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 commensurate with his assigned duties and rank, consistent with other members of the faculty with similar rank and experience, as determined by the Dean of the School of Education and SIUC policy and subject to the approval of the President and Board of Trustees; 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 1.4.f. shall not exceed the annual compensation, as in effect at the time that Dr. Lane's duties as Professor commence hereunder, of the highest-paid employee within the School of Education at SIUC.

g. 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.

h. 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."

3. Article III, TERM OF APPOINTMENT is deleted in its entirety and replaced with the following, effective August 1, 2022:  
 "Term. This Agreement shall be for a term of four (4) years, beginning on August 1, 2022, and terminating at the end of the day immediately preceding the fourth (4<sup>th</sup>) anniversary thereof (July 31, 2026) (the "Term"), subject, however, to prior termination as provided for in this Agreement."
4. In Article IV, Section 4.3. Termination Without Just Cause, line 4, the reference to "Section 1.3.e" is deleted and replaced with "Section 1.4.f" and line 8, the reference to "Section 1.3.a" is deleted and replaced with "1.4.a".
5. Article V, Section 5.1 is deleted in its entirety and replaced with the following:  
Entire Agreement. This Agreement replaces and supersedes the Chancellor Employment Agreement entered into by the Parties on May 29, 2020. This Agreement constitutes the entire understanding of the parties hereto 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, approved by the Board and signed by the parties hereto."
6. Article V, Section 5.9 is deleted in its entirety and replaced with the following:  
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. Unless otherwise required by law, any statement made or released by a party must be agreed to by the other party in writing, except for an announcement related to the basis of termination of the Agreement."
7. This Amendment shall be effective on the Effective Date (July 21, 2022).
8. Except as hereinabove modified, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to the Chancellor Employment Agreement to be executed below.

BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY:

CHANCELLOR:

By: \_\_\_\_\_  
Dr. Daniel Mahony, President

\_\_\_\_\_  
Dr. Austin Lane

## CHANCELLOR EMPLOYMENT AGREEMENT

This Chancellor Employment Agreement ("Agreement") is made and entered into this 29th 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 <sup>24<sup>th</sup></sup> 2020) and terminating at the end of the day immediately preceding the fourth (4<sup>th</sup>) anniversary thereof (May <sup>28<sup>th</sup></sup> 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

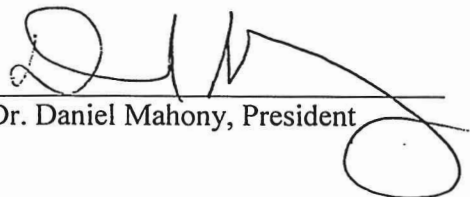
5.9 Non-Disparagement. The parties agree not to make comments that injure or damage the reputation or character of the other party, or otherwise disparage the other party, during or after the term of this Agreement, or make comment about the circumstances giving rise to the termination of this Agreement 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.

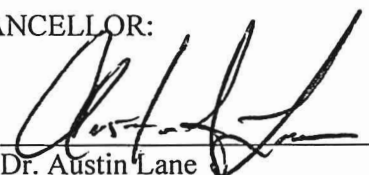
BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY:

BY:

  
Dr. Daniel Mahony, President

CHANCELLOR:

BY:

  
Dr. Austin Lane

**AMENDMENT TO CHANCELLOR EMPLOYMENT AGREEMENT**  
**Amendment #1**

This Amendment #1 (“Amendment”) to the Chancellor Employment Agreement (“Agreement”) is entered into as of August 1, 2022 (“Effective Date”), by and between the Board of Trustees of Southern Illinois University, a body politic and corporate of the state of Illinois, (“University”) and Dr. James Minor (“Chancellor”). The University and Chancellor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, on or about December 2, 2021, the Parties entered into the Agreement, and;

WHEREAS, the Parties now mutually desire to amend the Agreement for financial considerations.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement as follows:

1. Article I, Section 1.3 is amended by adding the following subsection “h”:  
 “1.3 Compensation. The University and Chancellor agree that as consideration for the Chancellor’s employment the Chancellor shall receive the following:  
 [...]
  - h. An annual housing allowance of Thirty-Five Thousand Dollars (\$35,000), for a residence within the region, a reasonable distance from Southern Illinois University Edwardsville, payable in equal monthly installments in accordance with the appropriate University payroll schedule.
2. This Amendment shall be effective on the Effective Date (August 1, 2022).
3. Except as modified herein, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to the Chancellor Employment Agreement to be executed below.

BOARD OF TRUSTEES OF  
 SOUTHERN ILLINOIS UNIVERSITY:

CHANCELLOR:

BY: \_\_\_\_\_  
 Dr. Daniel Mahony, President

\_\_\_\_\_  
 Dr. James Minor

## CHANCELLOR EMPLOYMENT AGREEMENT

This Chancellor Employment Agreement (“Agreement”) is made and entered into this 2<sup>nd</sup> day of December, 2021 (“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. James Minor. The University and Dr. Minor 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. Minor to be Chancellor of Southern Illinois University Edwardsville, hereinafter “Chancellor.” The Chancellor shall serve as the chief executive officer of Southern Illinois University Edwardsville, hereinafter “SIUE,” 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 March 1, 2022. 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 SIUE, 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 SIUE 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 SIUE, including but not limited to, providing general leadership and coordination for SIUE, its policies, programs, and operation;
- c. Develop and recommend budgets to the President and control the allocation of expenditures for SIUE 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 SIUE;
- f. Assume primary responsibility for the internal organization of SIUE 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 SIUE 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 SIUE's obligations and responsibilities for its intercollegiate athletics program as required by the University, SIUE, the National Collegiate Athletic Association ("NCAA"), and any athletic conferences of which SIUE is a member, now or in the future; and
- l. Perform such other duties as may be assigned.

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. Minor's annualized base salary may be increased but not decreased without his consent, and further provided that nothing herein precludes Dr. Minor from voluntarily decreasing his salary. On or before July 1, 2023, 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 SIUE, 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 Thirty-Five Thousand Dollars (\$35,000.00); 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 Chancellor would otherwise be entitled to receive pursuant to this sentence (*i.e.*, up to \$35,000.00).
- d. An automobile for SIUE 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 SIUE at the rank of Professor in the School of Education, Health, and Human Behavior. If Dr. Minor's appointment as Chancellor terminates, other than pursuant to Section 4.1 herein, and duties as a Professor commence, Dr. Minor shall then be paid a salary amount that is commensurate with his assigned duties and rank, consistent with other members of the faculty with similar rank and experience, as determined by the Dean of the School of Education, Health, and Human Behavior and SIUE policy, and subject to the approval of the President and Board of Trustees; provided, however, that notwithstanding the foregoing or any other provision of this Agreement, Dr. Minor's salary for service as a Professor pursuant to this Section 1.3.e. shall not exceed the annual compensation, as in effect at the time that Dr. Minor's



- duties as Professor commence hereunder, of the highest-paid employee within the School of Education, Health, and Human Behavior at SIUE.
- 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, if applicable, 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 or her 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. Minor agrees to serve as Chancellor of Southern Illinois University Edwardsville. 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 SIUE 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, SIUE 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 Commencement Date first written above (i.e., March 1, 2022) and terminating at the end of the day immediately preceding the fourth (4<sup>th</sup>) anniversary thereof (i.e., February 28, 2026) (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. Minor as tenured Professor in SIUE's School of Education, Health, and Human Behavior in accordance with Section 1.3.e or, with Dr. Minor's consent, assign Dr. Minor's other responsibilities. In the event University terminates this Agreement without just cause during the term of the Agreement, the University shall pay to Dr. Minor 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 SIUE 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, payable in equal installments in accordance with the appropriate University payroll schedule, reduced by any compensation the Chancellor receives as a faculty member of SIUE 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 SIUE.

## 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

Chancellor:  
Office of the Chancellor  
Southern Illinois University Edwardsville  
3316 Rendleman Hall



Carbondale, Illinois 62901


Campus Box 1151  
Edwardsville, Illinois 62026-1151

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. Unless otherwise required by law, any statement made or released by a party must be agreed to by the other party in writing, except for an announcement related to the basis of termination of the Agreement.


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, the University, acting through the President, and Dr. James Minor have executed this Chancellor Employment Agreement below.

BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY:

BY:   
Dr. Daniel Mahony, President

CHANCELLOR:

  
Dr. James Minor

## AMENDMENT TO PRESIDENTIAL EMPLOYMENT AGREEMENT

### Amendment #1

This Amendment #1 (“Amendment”) to the Presidential Employment Agreement (“Agreement”) is entered into as of July 21, 2022 (“Effective Date”), by and between the Board of Trustees of Southern Illinois University, a body politic and corporate of the state of Illinois, (“Board”) and Daniel Mahony (“President”). The Board and the President may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, on or about December 5, 2019, the Parties entered into the Agreement, and;

WHEREAS, the Parties now mutually desire to extend the Agreement and amend it for corresponding considerations.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement as follows:

1. A new Article I, Section 1.3 is inserted as follows:  
“Goal-Setting Process and Evaluation. On or before August 31, 2022, June 1, 2023, and June 1, 2024, respectively, the President shall provide to the Board Chair a list of proposed annual goals and objectives for the respective subsequent corresponding periods of July 1, 2022 through June 30, 2023, July 1, 2023 through June 30, 2024, and July 1, 2024 through June 30, 2025, respectively (each a “Goal Cycle”). On or before July 1 each year, an evaluation of the President shall be initiated pursuant to the Statutes of the SIU Board of Trustees. Notwithstanding anything herein to the contrary, all setting of goals and evaluations shall be in accordance with the Statutes of the SIU Board of Trustees. In addition, the President shall be eligible for annual incentive compensation set forth in Section 1.4.c. for the period July 1, 2021 through June 30, 2022 based on the annual goals and objectives that were set forth in advance for the same period, subject to the requisite review and approvals set forth in Section 1.4.c. On or before December 31, 2024, the Parties also agree to revisit the potential for the period of July 1, 2025 through June 30, 2026 to be added as a Goal Cycle, as well as potential incentive compensation corresponding thereto.”
2. The section identified as Article I, Section 1.3 in the Agreement is deleted in its entirety and replaced with a new Section 1.4 as follows:  
“1.4 Consideration. As consideration for the President’s employment, the President shall receive the following:
  - a. Compensation in the form of an annual base salary in the amount of Four Hundred Forty-Three Thousand and Seven Hundred Dollars (\$443,700.00), payable in equal installments in accordance with the appropriate University payroll schedule. In the event the Board approves a salary increase plan for any given fiscal year which includes the Office of the President, the President will be eligible to receive such approved average salary increase, subject to the parameters and eligibility requirements for said approved plan.

b. An annual housing allowance of Thirty-Five Thousand Dollars (\$35,000), for a residence within the region, a reasonable distance from one of the three main university campus locations (Carbondale, Edwardsville, or Springfield), payable in equal monthly installments in accordance with the appropriate University payroll schedule.

c. Annual incentive compensation of up to One Hundred Fifteen Thousand Dollars (\$115,000), for meeting annual goals which are mutually established in advance for each Goal Cycle, pursuant and subject to the goal setting and evaluation in accordance to Section 1.3 above, as well as for the period July 1, 2021 through June 30, 2022. Such incentive compensation and the amount, if any, must be approved by the Board of Trustees in an open meeting and shall normally be done at its July meeting. The performance upon which the incentive compensation is based shall be made publicly available pursuant to the Open Meetings Act, but in any event, no less than forty-eight (48) hours before Board approval.

d. Retirement benefits, health insurance benefits, sick leave, paid vacation, and other benefits accorded to administrative and professional employees of the University that are authorized by law or policy.

e. The University shall reimburse the President for reasonable entertainment, travel, and other expenses incurred by the President in the performance of his duties as President in accordance with University policy, as now or hereafter amended. These expenses shall be subject to audit by the University. Further, the President may attend educational conferences, conventions, seminars, and other professional growth activities, and other meetings to advance the interests of the University in accordance with University policy as now or hereafter amended, and the reasonable expenses connected therewith shall be reimbursed, including membership in appropriate professional and service organizations. The President understands that the University shall reimburse travel and associated expenses of the President's spouse in accordance with University policy as now or hereafter amended but only when the presence of the spouse is necessary to further the interests of the University, in the sole discretion of the Board, and when pre-approved by the Board Chair.

f. A tenured appointment at SIUC at the rank of Professor in the School of Human Sciences. If Dr. Mahony's appointment as President terminates, other than pursuant to Section 4.1 herein, and duties as a Professor commence, Dr. Mahony shall then be paid a salary amount that is commensurate with his assigned duties and rank, consistent with other members of the faculty with similar rank and experience, as determined by the Dean of the College of Health and Human Sciences and SIUC policy, and subject to the approval of the president ("interim" or "acting," if applicable) and Board of Trustees; provided, however, that notwithstanding the foregoing or any other provision of this Agreement, Dr. Mahony's salary for service as a Professor pursuant to this Section 1.4.f. shall not exceed the annual compensation, as in effect at the time

that Dr. Mahony's duties as Professor commence hereunder, of the highest-paid employee within the College of Health and Human Sciences at SIUC.

g. An automobile for University 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.

h. 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."

3. Article III, TERM OF APPOINTMENT is deleted in its entirety and replaced with the following, effective on August 1, 2022:  
 "Term. This Agreement shall be for a term of four (4) years, beginning on August 1, 2022, and terminating at the end of the day immediately preceding the fourth (4<sup>th</sup>) anniversary thereof (July 31, 2026) (the "Term"), subject, however, to prior termination as provided for in this Agreement."
4. In Article IV, Section 4.2, Termination by Board without Cause line 7, the reference to "Section 1.3(a)" is deleted and replaced with "Section 1.4(a)."
5. Article V, Section 5.1 is deleted in its entirety and replaced with the following:  
 "Entire Agreement. This Agreement replaces and supersedes the Presidential Employment Agreement entered into by the Parties on December 5, 2019. This Agreement constitutes the entire understanding of the parties hereto 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, approved by the Board and signed by the parties hereto."
6. Article V, Section 5.2 is deleted in its entirety and replaced with the following:  
 "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. Unless otherwise required by law, any statement made or released by a party must be agreed to by the other party in writing, except for an announcement related to the basis of termination of the Agreement."
7. This Amendment shall be effective on its Effective Date (July 21, 2022).
8. Except as hereinabove modified, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to the Presidential Employment Agreement to be executed below.

BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY:

PRESIDENT:

By: \_\_\_\_\_  
Hon. J. Phil Gilbert, Chair

\_\_\_\_\_  
Daniel Mahony

## PRESIDENTIAL EMPLOYMENT AGREEMENT

This Presidential Employment Agreement is made and entered into this 5<sup>th</sup> day of December, 2019 (hereinafter the “Effective Date”), by and between the Board of Trustees of Southern Illinois University (hereinafter the “Board”) and Daniel Mahony (hereinafter the “President”). The Board and President may hereinafter be referred to individually as a “party” or collectively as the “parties.”

### Article I

#### THE BOARD’S AGREEMENTS WITH THE PRESIDENT

1.1 Employment. The Board appoints and employs Daniel Mahony to be President of Southern Illinois University (hereinafter the “University”). The President shall serve as the chief executive officer of the University, the primary representative of the University to external bodies, including offices, agencies, and branches of federal and state government; coordinate, facilitate, and manage the private philanthropic community and fundraising efforts of the University; and serve as the primary contact to and University officer for and on behalf of the Board. The President agrees to perform these duties under applicable law; the policies, bylaws, statutes, and charter of the Board (collectively “Board Legislation”); and supervision and direction of the Board, including its Executive Committee and Chair. The President accepts and agrees to such employment.

The President shall commence his duties hereunder upon a date mutually agreed to by the President and Board but in no event later than March 1, 2020. The date upon which the President commences his duties shall hereinafter be referred to as the “Commencement Date.” Any salary, benefits, or other rights granted to the President under this Agreement shall not begin until the Commencement Date.

1.2 Duties. The Board agrees that as President of the University, the President shall, subject to the President’s agreements with the Board herein, perform the following duties:

- a. Serve as chief executive officer for the University, including but not limited to, providing general leadership and coordination for the University, its policies, programs, and operation.
- b. Make recommendations concerning the mission, scope, and organization of the University and concerning plans and policies for the development and enhancement of the University operations and activities.
- c. Develop for Board review and approval a budget for the University and provide allocation and oversight to the campuses regarding said budget.

- d. Appoint, supervise, and evaluate the Chancellors of Southern Illinois University Carbondale (SIUC) and Southern Illinois University Edwardsville (SIUE) and collaborate with them in planning and administering campus programs and activities.
- e. Serve, under the general direction of the Board, as the principal spokesperson and representative for the University with the offices, agencies, and branches of federal and state government and other external bodies or constituencies.
- f. Develop and maintain good public relations between the University and the regions in which it is located, the public it serves, and the state of Illinois.
- g. Make recommendations to the Board of Trustees concerning the initiation, continuation, or modification of University programs and activities and assure compliance with Board programs and Board Legislation, including revisions thereto.
- h. Develop and make recommendations concerning the operating and capital budget requests, appropriation requests, and internal budgets of the University.
- i. Serve as a fund raiser for the University in coordination with the Chancellors and the institutional development officers, as well as the University's foundations and alumni organizations, and oversee the development of institutional fundraising initiatives assuring appropriate coordination of efforts between the respective campuses.
- j. Appoint and supervise such officers and employees as may be designated by the Board.
- k. Perform such other duties as may be assigned or delegated by the Board.

1.3 Consideration. As consideration for the President's employment, the President shall receive the following:

- a. Compensation in the form of an annual base salary in the amount of Four Hundred Thirty-Five Thousand Dollars (\$435,000.00), payable in equal installments in accordance with the appropriate University payroll schedule. Salary shall include deductions for local, state, and federal taxes and employee benefits. In the event the Board approves a salary increase plan for any given fiscal year which includes the Office of the President, the President will be eligible to receive such approved average 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 benefits accorded to administrative and professional employees of the University that are authorized by law or policy. Additionally, the Board agrees to reimburse the President for (or provide in-kind) reasonable actual relocation and transition expenses (such as travel and temporary furnishings) during the eighteen (18) month period following the Commencement Date, and moving expenses to relocate his household from South Carolina based on the lowest of three (3) bids, with the aggregate amount of all such reimbursements, in-kind benefits and expenses provided by the University pursuant to this sentence 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 reimbursements, in-kind benefits or expenses, the amount of the payments by the University pursuant to this sentence 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, in-kind benefits and expenses which the President would otherwise be entitled to receive pursuant to this sentence (*i.e.*, not more than \$25,000).
- c. The University shall reimburse the President for reasonable entertainment, travel, and other expenses incurred by the President in the performance of his duties as President in accordance with University policy, as now or hereafter amended. These expenses shall be subject to audit by the University. Further, the President may attend educational conferences, conventions, seminars, and other professional growth activities, and other meetings to advance the interests of the University in accordance with University policy as now or hereafter amended, and the reasonable expenses connected therewith shall be reimbursed, including membership in appropriate professional and service organizations. The President understands that the University shall reimburse travel and associated expenses of the President's spouse in accordance with University policy as now or hereafter amended but only when the presence of the spouse is necessary to further the interests of the University, in the sole discretion of the Board, and when pre-approved by the Board Chair.
- d. A tenured appointment at Southern Illinois University Carbondale ("SIUC") at the rank of professor in a college appropriate to his discipline, pursuant to SIUC policy. If his appointment of President terminates other than pursuant to Section 4.1 herein and an appointment as professor commences, the President shall then be paid a salary amount that is consistent with other members of the faculty with similar rank and experience as determined by the dean of the applicable college. The President shall negotiate said salary with the dean and provost, whose decision shall be final. Notwithstanding the foregoing, the President's salary for



service as a tenured professor pursuant to this Section 1.3.d shall not be less than the salary, as in effect at the time that the President's appointment as professor commences hereunder, of the highest paid tenured full-time faculty member employed within the academic school in which the President's academic discipline is housed.

- e. An automobile for University 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.

## Article II

### THE PRESIDENT'S AGREEMENTS WITH THE BOARD

2.1 Acceptance of Presidency. For and in consideration of the promises of the Board as stated in this Agreement, Daniel Mahony agrees to serve as President of the University. The President agrees to remain responsible to the Board for the execution of Board Legislation, as applicable, as it exists or as amended from time to time. The President agrees to discharge the authority and responsibilities delegated by the Board and to consult with the Board and such constituencies as are appropriate. The President agrees to regularly report to the Board, the pertinent Board committees, and the Board Chair, as appropriate, all major policy, governmental, budget, operational, and other material matters as determined by the Board Chair and President.

2.2 Accountability. The President agrees that in performing the duties enumerated in this Agreement he shall be accountable to the Board. The President agrees to conduct regular meetings with the Board and Board Chair in order to provide advice and counsel, coordinate and implement the Board Legislation, and articulate University challenges or concerns.

2.3 Full-time position. The President further agrees to faithfully and with maximum application of experience, ability, and talent, devote full-time attention and energies to the duties of the President.

2.4 Outside Employment. The President further agrees not to render services of any professional nature for any person or entity for remuneration (other than the Board) without the Board's prior consent. 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 President's responsibilities or duties to the University or reflect negatively upon him or the University.

## Article III

TERM OF APPOINTMENT

Term. This Agreement shall be for a term of four (4) years, beginning on the Commencement Date above (March 1, 2020), and terminating at the end of the day immediately preceding the fourth (4<sup>th</sup>) anniversary thereof (February 29, 2024) (the “Term”), subject, however, to prior termination as provided for in this Agreement.

## Article IV

TERMINATION

4.1 Termination by Board for Just Cause. The Board may terminate this Agreement at any time for “just cause,” which shall mean:

- a. A deliberate or serious violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of President’s abilities, in either case if not remedied (to the extent subject to remedy) after thirty (30) days’ written notice thereof to President;
- b. A material violation by President of any of the other terms and conditions of this Agreement not remedied after thirty (30) days’ written notice thereof to President;
- c. Any conduct of the President that constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the University;
- d. A violation of prohibition against activity as stated in Section 2.4 of this Agreement;
- e. A deliberate or serious violation of any local, state, or federal law, rule, regulation, Constitutional provision, or Board Legislation, or University Guidelines, which violation may, in the sole judgment of Board, reflect adversely upon the University;
- f. Prolonged absence, in excess of fifteen (15) calendar days, from duty (other than due to disability or incapacity) without the Board’s consent;
- g. Misconduct as defined in the Government Severance Pay Act (5 ILCS 415/5).

4.2 Termination by Board without Cause. The Board may, in its sole discretion, terminate this Agreement in accordance with Board of Trustees Legislation. In connection with such a termination, the Board may, in its sole discretion assign the President other responsibilities, including but not limited to the responsibilities of a professor in the department in which the Professor holds tenure. In the event the Board terminates this Agreement without cause during the term of the Agreement, the University shall pay to the President the equivalent of twenty (20) weeks’ worth of annualized base salary, as provided in Section 1.3(a), reduced by any

compensation the President receives as a professor or any other position for the University, as his sole compensation and remedy for such cancellation. However, if termination occurs with less than twenty (20) weeks remaining on the Term, the University shall pay to the President the amount of annualized base salary, reduced by any compensation the President receives as a professor or any other position for the University, remaining in the Term. Such compensation shall not be paid if termination is for cause, as reflected in Section 4.1, or misconduct otherwise defined in the Government Severance Pay Act (5 ILCS 415/1 et seq.). In the event the President elects to exercise his tenure rights at the University after termination without cause by the University, said amount payable under this Section shall be reduced by the amount of the faculty salary paid to the President. In the event the President obtains employment from a subsequent employer after termination without cause by the Board, said amount payable under this Section shall be reduced by any compensation or salary paid to the President through such employment. Such compensation paid by the University shall be the sole remedy and damages due the President for the termination of this Agreement. In consideration of this payment by the University, the President 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 President may have arising out of his employment or termination from employment.

4.3 Termination by President. This agreement may be terminated without cause by the President giving the Board twenty (20) weeks advance written notice of the termination of employment. A shorter period of notice may occur by mutual written consent of the Parties.

4.4 Disability. Regardless of any other provisions of this Agreement, this Agreement shall terminate automatically if President dies or becomes totally disabled, or totally incapacitated to such a degree, either physically or mentally, that the President is incapable of carrying out the duties as President, as defined by the Board.

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

appropriate disability, Social Security, or related benefits including executing any documents necessary to apply for any such benefits.

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 President 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 damages provisions herein, the President agrees to mitigate the University's obligations to pay damages 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. For the avoidance of doubt, after the President obtains such new employment, the University's financial obligations under this Agreement shall cease.

## Article V

### OTHER MUTUAL AGREEMENTS

5.1 Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto 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, approved by the Board and signed by the parties hereto.

5.2 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 Agreement or the termination, non-renewal, or expiration of this Agreement except as otherwise required by law.

5.3 Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the state of Illinois, without regard to its conflict 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.

5.4 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.

5.5 Assignment. This Agreement is not assignable but shall be binding upon heirs, administrators, representatives, and successors of both parties.

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

5.7 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.

5.8 Interpretation. The parties acknowledge that (i) each party has reviewed the terms and provisions of this Agreement; (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.

5.9 Notices. Any notices required hereunder shall be hand delivered or sent by certified mail, return receipt requested to the following addresses, or to such other address as subsequently provided by a party pursuant to this notice provision:

For the Board of Trustees:

Secretary of the Board  
Southern Illinois University  
1400 Douglas Drive, MC 6801  
Carbondale, IL 62901

For the President:

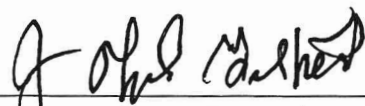
President Daniel Mahony  
Southern Illinois University  
1400 Douglas Drive, MC 6801  
Carbondale, IL 62901

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.

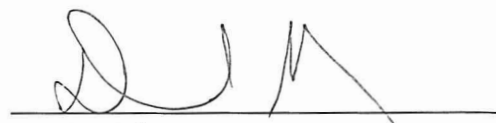
IN WITNESS WHEREOF, the parties hereby execute this Agreement below.

BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY:

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

  
Hon. J. Phil Gilbert, Chair

PRESIDENT:

  
Daniel Mahony

REVISEDAPPROVAL OF INCENTIVE COMPENSATION FOR SIU PRESIDENTSummary

This matter presents for approval by the SIU Board of Trustees incentive compensation to SIU President Daniel Mahony.

Rationale for Adoption

The University entered into a President Employment Agreement with Dr. Daniel Mahony on or about December 5, 2019. Dr. Mahony commenced his duties as President of SIU on March 1, 2020. The University has now amended and extended the Presidential Employment Agreement through July 31, 2026. The Presidential Employment Agreement has also been amended to include a provision allowing for, but not requiring, annual incentive compensation to the President of up to \$115,000, based upon the Board's assessment of the President's achievement of annual goals and objectives. The incentive compensation will be funded by the Southern Illinois University Foundation. The amendment to the Presidential Employment Agreement allows for such incentive compensation for the period July 1, 2021, through June 30, 2022.

The Board views very positively the President's achievements for the period of July 1, 2021, through June 30, 2022, pursuant to the attached list of accomplishments, which exhibits his outstanding performance and leadership for the SIU System throughout the year. Accordingly the Board of Trustees approves incentive compensation be awarded to President Mahony for the period of July 1, 2021, through June 30, 2022, in the amount of \$115,000.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That incentive compensation be awarded to President Daniel Mahony for the period of July 1, 2021, through June 30, 2022, in the amount of \$115,000.

BE IT FURTHER RESOLVED, That officers and officials of Southern Illinois University be and are hereby authorized to take whatever actions may be required in the execution of this resolution in accordance with established policies and procedures.

### **President Goals and Accomplishments – 2021-22**

**Goal 1** - Provide leadership through the COVID pandemic to ensure campuses remain as safe as possible, while also providing a positive student experience

- Accomplishments – Very low infection rates compared to other institutions throughout the pandemic, increase in face-to-face class offerings and in person student experiences, ensured consistency across the system when possible and utilized expertise at SIU School of Medicine

**Goal 2** – Improve collaboration across the SIU System

- Accomplishments - continued regular meetings of system leadership and ensured more consistency where appropriate; increased the collaborative working relationships among various groups across the system (e.g., faculty, staff, and student advisory groups; strategic plan development, marketing group)

**Goal 3** - Complete the SIU System strategic plan

- Accomplishments – Completed plan through a highly collaborative process, presented it to the campuses, developed implementation teams for the goals to push forward the goals and monitor the impact, and currently completing a search for a research fellow to help lead these efforts

**Goal 4** – Advance SIU Antiracism, Diversity, Equity, and Inclusion Efforts

- Accomplishments – New System VP and Chief Diversity Officer began role, hosted or participated in a number of ADEI events to promote efforts (e.g., Conversations of Understanding, campus Diversity Days), completed campus climate survey, building of an ADEI team across the system (including a 2 day retreat in January) , became the national chair of the Minority Opportunity Athletic Association (MOAA) President and Chancellors Group

**Goal 5** – Build relationship with state officials in order to benefit the SIU System

- Accomplishments - Restored trust and respect from legislators toward the overall SIU System, successful state budget for SIU – in addition to general increases, received more money for the Farm Family Resource Initiative and \$3.5 million for the Belleville project, member of the P-20 Council and Commission on Equitable Public University Funding, participated in campaign to promote the Farm Family Resource Initiative

**Goal 6** – Address financial historical challenges for the system

- Accomplishments - Improved financial situation (e.g., highest unrestricted cash position in December 2021, highest net position at the end of last year), Bond Ratings improved multiple times. This has allowed us to keep education affordable, while also increasing salaries by 2% last year (highest increase across the entire system in 7 years).

**Goal 7 – Support campus fundraising efforts**

- Accomplishments – Record fundraising year for SIU Carbondale (25% growth), record days of giving on both campuses that exceeded goals

**Goal 8 – Support campus efforts relative to enrollment**

- Accomplishments – new freshman has increased across the system by 26% since fall 2019; SIUE was one of only 3 public universities in the state with an overall enrollment increase in fall 2021

**Goal 9 – Complete a successful search for the SIUE Chancellor and increase stability of leadership across the SIU System**

- Accomplishments – Hired Chancellor James Minor from a very strong pool of candidates, worked with the Board of Trustees to extend the contracts of the SIUC Chancellor and SOM Dean, worked with the Chancellors on a number of searches that have provided a strong group of new leaders for SIU

**Goal 10 – Increase the efforts of the SIU System to impact the Southern Illinois region**

- Accomplishments – developed the Office for Community Engagement and the Institute for Rural Health, both have begun a number of new activities and developed plans for future work, continue to seek funding from state and federal level to support these activities

**Goal 11 – Maintain a regular presence and connections with each campus**

- Accomplishments – regularly visited each campus and often spent extra time there when possible, taught a class to students on both campuses, filled in for the Chancellors when necessary (while being clear they are the leaders for their respective campuses)

**Goal 12 – Help to promote SIU and its campuses**

- Accomplishments - Increased the promotion of positive stories about the SIU System and increased collaboration among the marketing leaders across the system, participated in events to promote SIU

**Goal 13 - Keep the Board of Trustees informed**

- Accomplishment – Kept the BOT informed through regular communications on a variety of issues, regular phone calls with the Chair and Vice Chair, as well as other members when necessary, conducted meetings with each member to provide them more details about our historical budget



REVISEDAPPROVAL OF INCENTIVE COMPENSATION FOR CHANCELLOR, SIUCSummary

This matter presents for approval by the SIU Board of Trustees incentive compensation to SIUC Chancellor Austin Lane.

Rationale for Adoption

The University entered into a Chancellor Employment Agreement with Dr. Austin Lane on or about May 29, 2020. Dr. Lane commenced his duties as Chancellor of Southern Illinois University Carbondale on July 6, 2021. The University has now amended and extended the Chancellor Employment Agreement through July 31, 2026. The Chancellor Employment Agreement has also been amended to include a provision allowing for, but not requiring, annual incentive compensation to the Chancellor of up to \$65,000, based upon the President's and Board's assessment of the Chancellor's achievement of annual goals and objectives. The incentive compensation will be funded by the Southern Illinois University Foundation. The amendment to the Chancellor Employment Agreement allows for such incentive compensation for the period July 1, 2021, through June 30, 2022.

The President views Chancellor Lane's performance during the period July 1, 2021, through June 30, 2022, as very successful, as shown in the attached review, which exhibits the Chancellor's many accomplishments and positive leadership for Southern Illinois University Carbondale throughout the year. The Board also views very positively the Chancellor's achievements and leadership.

Accordingly, the President recommends incentive compensation be awarded to Chancellor Lane for the period of July 1, 2021, through June 30, 2022, in the amount of \$65,000.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in regular meeting assembled, That incentive compensation be awarded to Chancellor Austin Lane for the period of July 1, 2021, through June 30, 2022, in the amount of \$65,000.

BE IT FURTHER RESOLVED, That the President of Southern Illinois University be and is hereby authorized to take whatever actions may be required in the execution of this resolution in accordance with established policies and procedures.

Dr. Austin Lane

Chancellor

Primary Location: Carbondale

Date: July 14, 2022

I have reviewed the accomplishments on your annual evaluation. Based on that review, along with frequent interactions including our bi-monthly 1:1 updates, I am providing this formal annual review of your performance.

This review is organized around several themes contained within the goals in the SIU System and SIUC strategic plans. That said, please note these goals also overlap in many ways, so some of the accomplishments in one area could easily be included in another.

### COVID

As was the case last year, one of the biggest challenges facing all universities was managing the impacts of the pandemic. I believe you definitely excelled in this area. First, you and your staff did an excellent job on communication using a variety of methods (open forums, timely emails, etc.). Consistent with this, one of the most positive results in the recent Campus Climate Survey was the degree to which people at SIUC felt informed related to COVID. Second, you worked with campus stakeholder groups, including represented employee groups, to implement plans to maximize student experiences, while not sacrificing safety. Third, you were able to implement the necessary testing requirements through partnerships at a minimal cost. Fourth, you worked with partners to promote and provide vaccinations to the campus community. Fifth, based on our analysis, all your efforts resulted in SIUC having very low infection rates and arguably making SIUC one of the safest universities relative to COVID during the last two years.

### Strategic Plan

You successfully launched the new SIUC strategic plan that closely aligns with the SIU System strategic plan and the IBHE strategic plan. The goals and strategies in the plan will help SIUC move forward in a positive direction. You also developed a framework that will allow us to track our success in reaching the goals in the plan. Most importantly, I know you spent a great amount of time listening to various stakeholders to develop this plan, which is critical to its future success and which I believe was well worth that investment of time.

### Enrollment

One of your previously stated goals, which is also a critical objective in the strategic plan, is to increase enrollment. Over the past two years, new freshman enrollment has grown 37% from Fall 2019 to Fall 2021 and it is on track to increase again in Fall 2022. I have not seen another university in the country with this level of success in enrolling new freshman, particularly during the pandemic. There are a number of initiatives that have helped support this growth, as well as provide reasons to be optimistic about future growth. You have hired new leadership in enrollment management and developed an enrollment task force that has provided critical leadership. You

have developed a number of new relationships and partnerships with school district leaders that has led to the large growth in enrollment from the Southern Illinois region and across the state. In fact, enrollment increases from Illinois new freshman exceeded 40% over the last two years. The Saluki Step Ahead transfer initiative, the MOU with the Community College Board, and the many community college partnerships SIUC has developed both in Illinois and in other states is a model program which should increase transfer enrollments for years to come. In addition, other new initiatives, such as the Saluki Commitment, the Saluki Transfer Commitment, the Seymour Bryson Scholars program, the partnership with SIH in nursing, and the partnership with Hope Chicago will provide financial and social support that will enhance both enrollment and retention. Finally, I recognize that your personal active engagement in recruiting students well exceeds the norm and I believe this too is having a positive impact.

#### Financial Management

The improvements in enrollment, along with increased state support, have helped the financial situation at SIUC. However, I would be remiss if I did not acknowledge all of the work you and your team have done to control spending and target resources where they were most needed. The “Hold the Line Budget” approach has resulted in better decisions on spending. You addressed a long-term issue with the structural imbalance in the athletic budget, which involved both cost reductions and growth in revenue, and has resulted in a more positive outlook for SIUC athletics. You also revamped the scholarship distribution model in order to move the university to a reasonable approach toward tuition and fee waivers. Together, this has resulted in a much more positive financial position for the university based on multiple measures, both internal (unrestricted cash, etc.) and external (bond ratings). In addition, this has allowed us to begin addressing salary issues, both by reinstating regular salary increases for employees and addressing salary inequities between employees in the same roles.

#### Fund Raising

Another contributor to the improved financial position of the university is the increased fundraising by the SIU Foundation. The most recent year fiscal year was by far a record with over \$32 million raised, a 25.5% increase from the prior year. This included a record day of giving of over \$3.5 million. Even more impressive is that over the last 6 months, the SIU Foundation raised over \$19 million, which is better than all but three prior 12-month periods. This success has allowed the foundation to support a number of activities, including some mentioned elsewhere in this letter, and to provide approximately \$3.5 million in scholarships to students (a nearly 23% increase).

#### Antiracism, Diversity, Equity, and Inclusion

You have provided leadership to the ADEI efforts at SIUC through a number of activities, including your support of the system initiatives such as the Conversations of Understanding and the Campus Climate Survey. You have reinvigorated the Chancellor’s Task Force on Diversity and Inclusion and hired new leadership in this area that is critical for moving forward. I also recognize that you have made a strong effort to build relationships with schools and recruit students from areas with a large percentage of students of color, which is having an impact in making SIUC better reflect the composition of Illinois.

### Promoting SIUC

In the past year, you developed a number of new initiatives to promote the university in very positive ways and have helped us connect with many of our alumni and friends. The takeover events in Chicago and St. Louis, and the Southern Illinois Swarm, were very positive and well received. They combined connecting with alumni and friends and student recruitment in creative ways. I have also been impressed by the enhanced efforts to promote the positive news from SIU and believe the new marketing leadership has been beneficial to your campus and to the SIU System.

### New Leadership

While I have mentioned it several times in this review, it is important to note the hiring of new leadership in several areas is having a positive impact across the campus and within the university system. Beyond those I mentioned, there have been new deans, new coaches, and new leaders below the vice chancellor level who are also contributing positively to the university. I look forward to working with the new vice chancellor in research and those who will be hired in the current searches.

### Partnerships and Relationships

While I have also mentioned partnerships and building positive relationships in several areas, I would be remiss if I did not expand on this area of strength. You have successfully built partnerships and relationships with key people and groups both inside and outside of the community. Beyond what was mentioned above, this has had other positive impacts, including the agreement of several new contracts with represented employees, new partnerships with the City of Carbondale, and activities to support students and employees. I also appreciate your personal involvement in community and local organizations.

As we look towards the next year, we will work together to develop an updated set of goals which will be completed by August 31, 2022.

Again, congratulations on another very successful year. I look forward to working with you and your team in what I hope will be another successful year for SIUC and its many stakeholders.

Sincerely,

Daniel Mahony  
President

PROPOSED REVISIONS TO THE BOARD OF TRUSTEES POLICY  
ON INTERNAL AUDIT  
[AMENDMENTS TO 5 POLICIES OF THE BOARD E]

Summary

This matter seeks approval by the SIU Board of Trustees to revise 5 Policies of the Board E3 - Internal Audit Policy.

Rationale for Adoption

A revision to the Policy is necessary to comply with the International Standards for the Professional Practice of Internal Auditing (Standards) developed by the Institute of Internal Auditors, as amended. Specifically, the Standards require certain language be included in the Internal Audit Charter. During our recent Quality Assurance Review, it was brought to our attention that the SIU Charter was in need of revision to meet the exact language of the Standards. The Internal Audit Charter for Southern Illinois University is included in 5 Policies E.3.

Consideration Against Adoption

None.

Constituency Involvement

Not applicable.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University, in regular meeting assembled, That 5 Polices of the Board E3 is hereby amended as follows:

**Attachment 4-A 5 Policies of the Board of Trustees E**  
**Internal Audit Policy**

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- The President, as the chief executive officer of Southern Illinois University, is responsible for the development and implementation of a program of internal audit-.
- The President will promulgate guidelines which give direction to the overall internal audit function of the University; these guidelines, as they are developed and amended, will be transmitted to members of the Board of Trustees.
- Internal Audit Charter: This charter identifies the purpose, authority, and responsibility of the Internal Audit function at Southern Illinois University. The Internal Audit function resides within the Office of Internal Audit, Compliance and Ethics. (9/13/12)
  - a. Purpose: The Internal Audit function was established within Southern Illinois University to conduct assurance reviews of operations and procedures and to report findings and recommendations to the institution's administration and to the Board of Trustees. All Internal Audit endeavors are to be conducted in accordance with applicable law, institutional objectives and policies, as well as professional ethics and standards. Specifically, activities of the Internal Audit function will be carried out in accordance with the mandatory nature of the International Professional Practices Framework (the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the Standards established by the Institute of Internal Auditors and the Definition of Internal Auditing), ~~the Code of Ethics, and the Standards established by the Institute of Internal Auditors (International Standards for the Professional Practice of Internal Auditing (Standards))~~. The Internal Audit function may report that its operations are conducted in conformance with the International Standards for the Professional Practice of Internal Auditing, only if the results of the quality assurance and improvement program support the statement. (11/9/06, 4/14/11, 9/13/12)
  - b. Authority
    - 1. The Internal Audit function reports administratively to the President, whose authority as chief executive officer is sufficient to assure a broad range of audit coverage and adequate consideration of effective action on internal audit findings and recommendations. The Internal Audit function has an independent, functional responsibility to the Audit Committee of the Board of Trustees for reporting on the adequacy and effectiveness of internal controls. (5/14/98, 3/13/03, 9/11/08, 9/13/12)
    - 2. While the Internal Audit function is an integral part of Southern Illinois University and functions in accordance with the policies established by the President and the Board of Trustees, it is essential for the internal audit activity to be independent of the activities audited. To enhance and ensure this independence, and with strict accountability for safekeeping and confidentiality, internal audit staff are authorized unlimited access to all records, personnel, and physical properties which the

Executive Director of Audits has determined to be relevant to the performance of assigned audits. Consulting services may be performed, if conducted in accordance with applicable standards. (11/09/06, 4/14/11, 3/22/12, 9/13/12)

3. In performing its work, the Internal Audit function shall assert no direct responsibility nor authority over activities reviewed. Therefore, its appraisal of activities does not relieve other persons in the organization of any responsibilities assigned to them. Furthermore, when assisting management in establishing or improving risk management processes, internal auditors must refrain from assuming any management responsibility by actually managing risks. (4/14/11, 9/13/12)

c. Responsibility

1. The Internal Audit function is responsible for providing Southern Illinois University's administrators and Board members with information about the adequacy and the effectiveness of its system of internal controls and quality of operating performance. To accomplish this responsibility, all institutional activities are subject to audit, including all governance activities and processes. (9/13/12, 2/2/15)
2. The scope of internal auditing encompasses examining and evaluating the University's governance, operations and information systems against established standards in carrying out assigned responsibilities. Areas of review include (04/14/11, 2/2/15):
  3.
    - a. reliability and integrity of financial and operating information;
    - b. compliance with policies, plans, procedures, laws, and regulations;
    - c. safeguarding assets;
    - d. effectiveness and efficiency of operations and programs;
    - e. accomplishment of institutional goals and strategic objectives;
    - f. evaluation of the potential for the occurrence of fraud and how the organization manages fraud risk;
    - g. assessment of whether the Information Technology governance supports the University's strategies and objectives; and
    - h. evaluate the effectiveness and contribute to the improvement of the risk management process.
4. The Executive Director of Audits is generally responsible for the administration of this policy and for functionally directing and effectively managing the internal audit activities throughout Southern Illinois University. Specifically, the Executive Director of Audits (04/14/11):
  - a. is responsible for communicating directly and interacting with the Audit Committee regarding the results of activity of the Internal Audit function. The Chief Audit Executive must report periodically to senior management and the Audit Committee on the internal audit activity's purpose, authority, responsibility, and performance relative to its plan. Reporting must also include significant risk

exposures and control issues, including fraud risk, governance issues, and other matters needed or required by the Audit Committee or senior management. (9/13/12)

- b. must develop and maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The results of external assessments must be reported to senior management and the Audit Committee.
  - c. must have direct and unrestricted access to senior management and the Audit Committee, and must identify and consider the expectations of senior management, the board and other stakeholders for internal audit opinions and other conclusions. When an overall opinion is issued, it must take into account the expectations of senior management, the board, and other stakeholders and must be supported by sufficient, reliable, relevant, and useful information.
5. Southern Illinois University administrators are responsible for providing internal auditors with timely access to records, personnel, and physical properties which the Executive Director of Audits has determined to be relevant and for making sure that prompt, pertinent, and comprehensive responses are made to audit recommendations.

PROPOSED REVISIONS TO THE BOARD OF TRUSTEES  
CODE OF ETHICS AND CODE OF CONDUCT POLICIES  
[AMENDMENTS TO 7 POLICIES OF THE BOARD I AND J]

Summary

This matter seeks approval by the SIU Board of Trustees to revise 7 Policies of the Board I Code of Ethics and J Code of Conduct Policies.

Rationale for Adoption

A revision to these Policies is necessary to incorporate anti-corruption language as recommended by the Institute of Internal Auditors. The IIA recommends organizations establish an effective anti-corruption program, including controls related to preventing, detecting, responding to and recovering from risks associated with corruption. The proposed language additions to these policies sets the groundwork to incorporate anti-corruption language into our already existing anti-fraud framework. The Code of Ethics and Code of Conduct for Southern Illinois University are included in 7 Policies of the Board I and J. Additionally, corresponding changes will be made to the University Employee Misconduct Policy and Procedures for Southern Illinois University which are included in University Guidelines Section 7.

Consideration Against Adoption

None.



## Constituency Involvement

Not applicable.

## Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University, in regular meeting assembled, That 7 Polices of the Board I and J are hereby amended as follows:

### *I. Code of Ethics Policy*

This Code of Ethics applies to all Community members which includes: a) the members of the Board of Trustees; and b) all employees, including faculty, staff and student employees.

In carrying out Southern Illinois University's teaching, research, public service, and patient care missions, members of the University community are committed to maintaining high ethical standards, striving for excellence, and complying with relevant laws and regulations. The Code of Ethics forms the ethical principles that will guide all members of the University community in all decisions and activities. All members are prohibited from participating in any corrupt activities.

These principles are:

Respect. Community members will nurture a climate of care, concern, fairness, and civility towards others while recognizing and embracing each individual's dignity, freedom and diversity.

Honesty and Integrity. Community members will act and communicate truthfully. They will make decisions based on the greater good, conducting themselves free of personal conflicts of interest or appearances of impropriety and self-dealing.

Cooperation and Communication. Community members will work together to support the institutional missions. Respecting confidentiality requirements, they will share information with stakeholders regarding the process used in developing policies and making decisions for the University.

Stewardship. Community members will use University resources in a wise and prudent manner in order to achieve the teaching, research, public service and patient care missions. They will not use University resources for personal benefit or gain. They will protect the integrity and security of confidential, proprietary and private information such as student and patient records.

Continuous Improvement. Community members will conduct University affairs diligently, exercising professional care and striving to meet the high expectations they have set for themselves as well as the expectations of those they serve.

**Responsibility.** Community members will be trustworthy and responsible for their conduct, decisions and obligations and will comply with all applicable laws, regulations, policies and procedures.

**Accountability and Transparency.** Community members will maintain accurate financial records and distribute them in a timely and transparent fashion.

**Reporting Violations.** Community members will report conduct in violation of these principles to appropriate authorities. Retaliatory action may not be taken against a Community member for reporting violations.

The Southern Illinois University Code of Conduct is based on these guiding principles. All members of the University community should integrate the Code of Ethics' principles and the Code of Conduct's standards into their daily University activities.

Nothing in this Code of Ethics nor related policies limits or alters the obligations of officials and employees to comply with the relevant provisions of the State Officials and Employees Ethics Act (5 ILCS 430/1 et seq.) ("Ethics Act").

#### Attribution

Many major universities have adopted excellent Codes of Ethics. This document was adapted from codes developed by Radford University and Washington University in St. Louis. (11/08/12)

[Print-friendly Version of Section 7.J.](#) | [Return to top](#)

## J. Code of Conduct Policy

### 1. INTRODUCTION AND PURPOSE

a) **Introduction** - The University values respect, integrity, honesty, cooperation, communication, stewardship, continuous improvement, responsibility, accountability and transparency and strives for excellence in carrying out its teaching, research, public service, and patient care mission. The standards of conduct in this Code, supported through policies, procedures, and workplace rules, provide guidance for making decisions and memorialize the University's commitment to responsible behavior.

b) **Applicability** - This Code applies to the following members of the Southern Illinois University community: a) the members of the Board of Trustees; and b) all employees, including faculty, staff and student employees. The Code refers to all these persons as "members of the University community" or "community members."

c) **Purpose** – This Code is a shared statement of commitment to uphold ethical, professional and legal standards. All community members must comply with the relevant policies, standards, laws and regulations that guide their work. Each community

member is accountable for his/her own actions and, as members of the University community, are collectively accountable for upholding these standards of behavior and for compliance with applicable laws and policies.

d) Violations – This Code requires that suspected violations of applicable standards, policies, laws or regulations be brought to the attention of the appropriate office. Confirmed violations will result in appropriate disciplinary action, up to and including termination from employment or other relationships with the University. In some circumstances, civil and criminal charges and penalties may apply.

e) Questions – Questions regarding the intent or applicability of this Code should be directed to the Senior Vice President for Financial and Administrative Affairs and Board Treasurer.

## 2. RESPONSIBILITY

The Board of Trustees is responsible for promoting adherence to this Code of Conduct by its members. The President and each Chancellor is responsible for disseminating and promoting adherence to this Code of Conduct by all SIU employees. Each administrator, department head, and department chair is responsible for promoting compliance with this Code and applicable standards, laws, policies, regulations and procedures; for informing employees of appropriate training opportunities; for ensuring that employees receive ongoing training; and for demonstrating compliance within their unit. Each employee is responsible for participating in training and education programs, referring to and complying with standards, laws, policies, regulations and procedures applicable to his or her work.

## 3. INTEGRITY AND ETHICAL CONDUCT

Ethical conduct is a fundamental expectation for every community member. Community members are expected to work together to maintain the highest standards of quality and integrity in fulfilling the University mission. Community members are expected to conduct University business transactions with respect, honesty, accuracy and fairness. Each member is personally responsible for his/her own actions and should strive to communicate ethical standards of conduct through instruction and leading by example.

## 4. RESPECT AND FAIRNESS

The University is committed to the principles of tolerance, diversity, and respect for differences. When dealing with others, community members are expected to be respectful, fair, civil, and truthful. The University prohibits discrimination and harassment and provides equal opportunities for community members and applicants.

## 5. CONFLICT OF INTEREST / CONFLICT OF COMMITMENT

Community members are expected to conduct University business free of personal conflict of interest or appearances of impropriety and self-dealing. Community members with other professional or financial interests are expected to disclose them in

compliance with applicable conflict of interest and conflict of commitment policies.

## 6. ACADEMIC FREEDOM AND RESPONSIBILITIES

Creating an atmosphere conducive to providing a quality education is essential to achieving the University's mission. Community members are expected to promote academic freedom and meet academic responsibilities. This includes encouraging discussions of relevant matters and creative expression, seeking and stating the truth, respecting those with differing views, submitting knowledge and claims to peer review, and working together to foster the education of students.

## 7. TEACHING AND RESEARCH

University faculty and researchers have an ethical obligation to the University and to the larger global community as they seek knowledge and understanding. Community members are expected to propose, conduct, and report research and teaching with integrity and honesty. They should protect human subjects involved in research, the rights of individuals and University intellectual property, and they should treat animals humanely. Community members should ensure the originality of their work and provide credit for the ideas of others upon which their work is built, be responsible for the accuracy and fairness of information published, and fully assign authorship credit.

## 8. FINANCIAL REPORTING

University accounts, financial reports, tax returns, expense reimbursements, time sheets and other documents, including those submitted to government agencies, should be accurate, clear, complete and transparent. Community members should follow University policies and procedures and sound financial practices. Community members are expected to exercise responsible fiscal management and use strong internal controls.

## 9. PROTECT AND PRESERVE UNIVERSITY RESOURCES

The University is dedicated to responsible stewardship. Community members are to promote efficient operations and engage in appropriate accounting and monitoring of University resources. Community members are expected to prevent waste and abuse of University resources. University resources include, but are not limited to, property, equipment, vehicles, finances, materials, systems, data communication and networking services, procurement tools, and the time and effort of faculty, staff and students. University resources may not be used for personal gain and may not be used for personal use except in a manner that is consistent with University policies and procedures.

## 10. COMPLIANCE WITH LAWS

Members of the University community should conduct University business in compliance with applicable laws, regulations, and University policies and procedures. When questions arise pertaining to the interpretation or applicability of a policy, community members should contact the individual who has oversight of the policy.

## 11. CONFIDENTIALITY AND PRIVACY

Community members receive and generate on behalf of the University various types of confidential, proprietary and private information. Community members should understand and comply with federal laws, state laws, agreements with third parties, and University policies and procedures pertaining to the use, protection, disclosure, retention, and disposal of such information.

## 12. REPORTING OF SUSPECTED VIOLATIONS

- a) Reporting to Management – Members of the University community should report corruption as well as any suspected violations of applicable laws, regulations, government contract and grant requirements and this Code to the Senior Vice President for Financial and Administrative Affairs and Board Treasurer, Ethics Officer, Compliance Officer, or other University official as designated within existing policies and procedures. The University complies with the Whistle Blower Protection Act (5 ILCS 430/15) and assures community members that possible violations can be reported without fear of retaliation.
- b) Other Reporting – Nothing in this Code of Conduct or related policies limits or alters the obligations of officials and employees to comply with the relevant provisions of the State Officials and Employees Ethics Act (5 ILCS 430/1 et seq.) (“Ethics Act”).
- c) Cooperation – Employees are expected to cooperate fully in the investigation of any misconduct.

### Attribution

Many major universities have adopted excellent Codes of Conduct. This document was adapted from codes developed by Washington University in St. Louis, Stanford University, Virginia Commonwealth University, and University of Minnesota. (11/08/12)

Trustee Curtis moved approval of the receipt of Reports of Purchase Orders and Contracts, March, April and May 2022, SIUC and SIUE; the Approval of New Programs, Reasonable and Moderate Extensions, Approval of Off-Campus Program Locations, and Academic Program Eliminations and Suspensions, July 1, 2021, through June 30, 2022; ratification of Changes in Faculty-Administrative Payroll – SIUC and SIUE; Proposed Revisions to Board of Trustees Policy on Naming [Amendments to 6 Policies of the Board B]; Revision of Budget and Award of Contract: Richard H. Moy, M.D. Building, Renovation for Endocrinology Clinic, School of Medicine, SIUC; Award of Contracts: Construction of New Woodland Hall Parking Lot, SIUE; Naming of the Glenn Poshard Transportation Education Center, SIUC; Approval: Add the Heating & Refrigeration Parking Lot, SIUE, to the Housing and Auxiliary Facilities System; Proposed Reduction to Student Health Insurance Fee, SIUC [Amendment to 4 Policies of the Board Appendix A]; Additional Approval of Purchase Authority: Software Maintenance, Carbondale and Edwardsville Campuses; Approval of Purchase: Physician Coverage, School of Medicine, SIUC; Approval of Salary and Appointment: Vice Chancellor for Research and Graduate School Dean, SIUC; Approval of Salary and Appointment: Vice Chancellor for University Advancement, SIUE; Approval of SIU School of Medicine Dean and Provost Employment Agreement; Approval of Amendment to and Extension of Chancellor Employment Agreement, SIUC; Approval of Amendment to Chancellor Employment Agreement, SIUE; Approval of Amendment to and Extension of SIU Presidential Employment Agreement; Approval of Incentive Compensation for SIU President; Approval of Incentive Compensation for Chancellor, SIUC; Proposed Revisions to the Board of Trustees Policy on Internal Audit [Amendments to 5 Policies of the Board E]; and Proposed Revisions to

the Board of Trustees Code of Ethics and Code of Conduct Policies [Amendments to 7 Policies of the Board I and J]. The motion was duly seconded by Trustee Simmons. The motion carried by the following recorded vote: aye, Ms. Dorcas Brou, Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Hailee O'Dell, Ms. Sara M. Salger, Dr. Subhash Sharma, and Mr. John Simmons; nay, none.

Vice Chair Hightower commended the President and Chancellors for their hard work and noted how far the University had come in a short period of time.

Chair Gilbert presented the following resolution:

Recognition of

Misty Whittington

Resolution

WHEREAS, Ms. Misty Whittington has had a long and dedicated career with Southern Illinois University which began at Southern Illinois University Edwardsville and then on to the Southern Illinois University System.

WHEREAS, Ms. Whittington worked in the Southern Illinois University System Office of University Risk Management and transitioned into working full time for the Vice President for Planning and Budget. After completion of her bachelor's degree at Southern Illinois University Carbondale, Ms. Whittington accepted a position as a Computer Information Specialist at the Administrative Information Systems office at Southern Illinois University Carbondale.

WHEREAS, In November 2003, Ms. Misty Whittington accepted the position as the Executive Secretary of the Board of Trustees of Southern Illinois University and has served the Board of Trustees with distinction since that time.

WHEREAS, Her service to the Board of Trustees encompassed periods of prosperity as well as periods of challenge and controversy, and throughout it all she provided tireless dedication and outstanding service to Trustees and the Board as a whole.

NOW, THEREFORE, BE IT RESOLVED, By the Board of Trustees in regular meeting assembled, that Ms. Misty Whittington be formally recognized for her dedicated and talented service to the Board of Trustees and to the Southern Illinois University System.

BE IT FURTHER RESOLVED, That this Board of Trustees expresses its profound appreciation of her work and service to the Board and declare for the record its enduring gratitude for her contributions not only to the Board of Trustees, but to the Southern Illinois University System.

Vice Chair Hightower spoke of Ms. Whittington's dedication to the SIU System and wished Ms. Whittington well in her retirement.

Vice Chair Hightower made a motion to approve the resolution. The motion was duly seconded by Trustee Simmons. The motion carried by the following recorded vote: aye, Ms. Dorcas Brou, Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Hailee O'Dell, Ms. Sara M. Salger, Dr. Subhash Sharma, and Mr. John Simmons; nay, none.

Chair Gilbert announced that the next Board of Trustees meeting was planned for September 15, 2022, at the Southern Illinois University School of Dental Medicine. Further, he reported that a news conference would be held immediately following the meeting of the members of University Park.

Trustee Simmons made a motion to adjourn the meeting. Trustee Sharma seconded the motion. The motion carried via voice vote.

The meeting adjourned at 12:15 p.m.

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Misty D. Whittington, Executive Secretary