

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

May 29, 2026

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MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY
MAY 29, 2026

Pursuant to notice, a special meeting of the Board of Trustees of Southern Illinois University convened at 11:00 a.m., Friday, May 29, 2026, in the Special Events Room, Birger Hall, Southern Illinois University Edwardsville. The meeting was called to order by Chair J. Phil Gilbert. The following members of the Board were present:

Hon. J. Phil Gilbert, Chair
Dr. Ed Hightower, Vice Chair
Ms. Sara Salger, Secretary
Mr. Moayad Abuzaneh – participated virtually
Dr. Deb Barnett – participated virtually
Mr. Ed Curtis
Mr. John Simmons
Ms. Toni Williams – participated virtually

The following member of the Board was absent:
Ms. Hannah Connolly

Also in attendance:
Mr. Roger Tedrick, Trustee Emeritus

Executive Officers present were:

Dr. Dan Mahony, President, SIU System
Dr. Austin A. Lane, Chancellor, SIU Carbondale – participated virtually
Dr. James T. Minor, Chancellor, SIU Edwardsville
Dr. Gireesh Gupchup, Vice President for Academic Innovation, Planning, and Partnerships
Ms. Paula Keith, Executive Secretary of the Board
Mr. Justin Oates, System Vice President – participated virtually

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.

Chair Gilbert called the meeting to order.

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

Trustees Abuzaneh, Barnett and Williams were unable to attend the meeting in person due to work commitments. The Board members voted to allow Trustees Abuzaneh, Barnett and Williams to attend virtually for the meeting held on May 29, 2026.

Chair Gilbert moved that the Board go into closed session to consider appointment, employment, compensation, discipline, performance, or dismissal of specific employees. The relevant section of the Open Meetings Act Statute that allows for the closed session are 5 ILCS 120/2(c) (1). The motion was duly seconded by Trustee Simmons. The motion carried by the following recorded vote: aye, Dr. Deb Barnett; Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Sara M. Salger, Mr. John Simmons, and Ms. Toni Williams; nay, none.

The Board came out of closed session at approximately 11:13 a.m.

Following closed session, the Finance Committee convened and was followed by the Architectural and Design Committee.

After the Committee meetings, the full board reconvened.

Chair Gilbert explained the procedures for the public comment and question portion of the Board's agenda. There were no speakers signed up to speak.

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

Southern Illinois University
Board of Trustees
May 29, 2026

APPROVAL OF SALARY AND APPOINTMENT:
DEAN AND PROVOST FOR SIU SCHOOL OF MEDICINE

Summary

This matter presents for approval of the appointment, salary, and employment agreement for Dr. Ian Martin as the Dean and Provost for the SIU School of Medicine.

Rationale for Adoption

Policies of the Board of Trustees require the Board of Trustees approval for the appointment and compensation of the Dean and Provost of the SIU School of Medicine ("Dean").

The recommended candidate is Dr. Ian Martin. Dr. Martin is an Eminent Scholar, Professor with Tenure of Emergency Medicine, Medicine, and Health and Humanity, System Chairman of the Department of Emergency Medicine, and Interim Senior Associate Dean for Faculty Affairs and Leadership Development at the Medical College of Wisconsin ("MCW"). He also serves as Interim Associate Provost for Faculty Affairs and Leadership Development at MCW as well as Emergency Physician-in-Chief in the Froedtert & the Medical College of Wisconsin Health Network. Before this, Dr. Martin served as Professor and Chairman of the Department of Emergency Medicine at West Virginia University School of Medicine as well as Emergency Physician-in-Chief for West Virginia University Health System.

Dr. Martin earned a Bachelor of Science degree from Duke University. He earned his Doctor of Medicine degree from Medical College of Pennsylvania-Hahnemann School of Medicine (now Drexel University College of Medicine) and his Master of Business Administration degree from the University of North Carolina (UNC) Kenan-Flagler Business School. Dr. Martin trained in Emergency Medicine and General Internal Medicine at the University of Maryland Medical Center and R. Adams Cowley Shock Trauma Center in Baltimore – where he also served as Chief Resident.

Dr. Martin is board-certified in Emergency Medicine by the American Board of Emergency Medicine and in General Internal Medicine by the American Board of Internal Medicine.

The Chancellor, SIUC recommended this matter to the President.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in a special meeting assembled, That: Dr. Ian Martin be appointed to the position of Dean and Provost of the SIU School of Medicine at the compensation detailed in the attached Employment Agreement.

BE IT FURTHER RESOLVED, that the President and Chancellor of Southern Illinois University Carbondale are hereby authorized and shall take all action as may be necessary in the execution of this resolution and to execute and enact the attached Employment Agreement.

EMPLOYMENT AGREEMENT

This Employment Agreement, hereinafter "Agreement," is made and entered into this day of _____ day of _____ 2026, by and between the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, (University) and Dr. Ian B.K, Martin. The University and Dr. Martin 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. Ian B.K. Martin 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. Martin shall have also be a tenured Professor in the Department of Emergency Medicine with secondary appointments in the Department of Internal Medicine and the Department of Medical Education, as no-pay appointments. Dr. Martin accepts and agrees to such employment.

- a. The Parties acknowledge and agree that Dr. Martin 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 Twenty-Five Thousand Dollars (\$125,000) at the discretion of the SIU HealthCare Board of Directors. The parties agree that Dr. Martin's incentive pay for the first year shall be guaranteed and prorated based on the number of months employed. Dr. Martin 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. Martin agree that as Dean and Provost of SOM, Dr. Martin 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 Fifty Thousand Dollars (\$650,000), 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 in the Department of Emergency Medicine with secondary appointments as Professor of Medical Education and Professor of Internal Medicine. If his appointment of Dean and Provost terminates, other than pursuant to Section 4.1 herein, and an appointment as professor commences, Dr. Martin 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 unless otherwise specified in this Agreement. Dr. Martin shall negotiate said salary with the chair and subsequent dean, whose decision shall be final.
- d. A one-time sign-on and moving incentive of Seventy-Five Thousand Dollars (\$75,000) that will be made to the Dean on the first administratively feasible payroll following his first day of employment. Per IRS regulations, this payment is a taxable benefit and subject to all standard payroll taxes. The Dean shall reimburse the University for the sign-on and moving incentive at a rate of 100% of the total amount if he resigns or voluntarily terminates his employment within twelve (12) months from the start of his employment as Dean and Provost. The Dean shall reimburse the University for this sign-on and moving incentive at a rate of 50% of the total amount if he resigns after completing twelve (12) months of service but before completing twenty-four (24) months of employment as Dean and Provost. The Dean agrees that to receive payment under this Section, he will execute a Sign-On Incentive Recovery Agreement with SIU to initiate a deduction from wages or benefits to recoup these amounts if reimbursement is required under this subsection

- e. Spousal/Partner Recruitment Support. SIU will work in good faith, and in alignment with all applicable policies, including but not limited to SIU's Spousal Hiring Waiver policy and Nepotism policies, to identify leadership opportunities for the Dean's spouse, Dr. Erica Arrington, consistent with her qualifications, experience, and institutional needs. Consistent with applicable policies and state law, SIU will put appropriate measures in place to ensure that the Dean's spouse does not report to the Dean, and the Dean agrees that he will not be involved in any decisions related to her employment at SIU.
- f. Executive Coaching Support. SIU shall provide financial support for executive coaching, subject to mutual agreement and available institutional resources.
- g. Office Renovation Support. Funding will be made available to support refurbishment of the Office of the Dean/Provost/CEO, subject to budgetary considerations and applicable policy requirements. All such renovations shall be in accordance with any applicable policies or agreements
- h. Endowed Deanship Priority. The SIU Foundation will prioritize efforts to establish endowed deanship during the initial term of this Agreement to support strategic academic and leadership initiatives.

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. Martin 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.

2.5 Other contingencies. The Dean further agrees that his employment is contingent upon the following:

- a. Obtaining and submitting, in a timely fashion, all documentation and licensures needed for the credentialing process (including receipt of all original transcripts and/or education evaluations) and further, the granting of clinical privileges, as applicable. Documents needed include:
 - i. Valid Illinois license and Illinois Controlled Substance License to practice medicine;
 - ii. Valid DEA license.
- b. Provide all appropriate documentation to obtain hospital credentialing admission privileges to Springfield Memorial Hospital and St. John's Hospital;
- c. Appropriate materials to obtain malpractice insurance and to participate in managed care plans;
- d. Provide the required documents confirming his legal eligibility to be employed in the United States;
- e. Verification of his education and training background
- f. Satisfactory initial screening of the National Provider Data Bank, The Office of the Inspector General as well as other government exclusion websites;
- g. Completion of a criminal history background check, the results of which are acceptable to SIU; and
- h. Satisfactory evidence of required vaccinations and immunizations as required by SIU SOM policy prior to onboarding and providing services.

Article III. TERM OF APPOINTMENT

This Agreement shall be for a term commencing on September 1, 2026, and terminating at the end of the day immediately preceding the fourth (4th) anniversary thereof (August 31, 2030), 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 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 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 the University terminates the Agreement under this Section, during this 20-week period, the Dean will be relieved of his duties as Dean and Provost and will be reassigned as a tenured Professor of Emergency Medicine and his compensation as a tenured Professor of Emergency Medicine will be established based on published (e.g., AAMC, etc.) benchmarks. 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:

BY: _____
Austin Lane, Chancellor

BY: _____
Dr. Ian B.K. Martin, Dean

Southern Illinois University
Board of Trustees
May 29, 2026

APPROVAL OF A CONTRACT EXTENSION:
DEAN AND PROVOST FOR SIU SCHOOL OF MEDICINE

Summary

This matter presents for approval of the extension of an Employment Agreement (the “Agreement”) between the Board of Trustees of Southern Illinois University (“the Board”) and Dr. Jerry Kruse (“the Dean”) to continue Dr. Kruse’s service as the Dean and Provost for the SIU School of Medicine for an additional one month.

Rationale for Adoption

The Board and Dr. Kruse entered into an Employment Agreement for a term of August 1, 2022, through July 31, 2026. Dr. Kruse announced his retirement as Dean and Provost effective August 31, 2026. The Board, President, Chancellor, and Dean desire to extend his current appointment for an additional one month.

This matter presents for approval of an amendment to an Employment Agreement, attached hereto, to extend the Dean’s appointment for one month with a new termination date of August 31, 2026.

Resolution

BE IT RESOLVED, By the Board of Trustees of Southern Illinois University in a special meeting assembled, that the Amendment to the Employment Agreement between the Board of Trustees and Dr. Jerry Kruse is approved thereby extending his term of appointment until August 31, 2026.

BE IT FURTHER RESOLVED, that the President and Chancellor of Southern Illinois University Carbondale are hereby authorized and shall take all action as may be necessary in the execution of this resolution and to execute and enact said amendment.

**AMENDMENT TO
EMPLOYMENT AGREEMENT
Between
THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY
And
DR. JERRY KRUSE**

WHEREAS, the Board of Trustees of Southern Illinois University (“University”) and Dr. Jerry Kruse (“Dean”) entered into an Employment Agreement (“the Agreement”) commencing on August 1, 2022; and

WHEREAS, SIUC and Dean desire to amend the agreement to extend the term of the Agreement.

NOW THEREFORE, the parties do hereby amend the Agreement as follows:

SECTION 1. Article III, Term of Appointment, of the Agreement is replaced with the following:

Article III. TERM OF APPOINTMENT

This Agreement shall be for a term commencing on August 1, 2022, and terminating at the close of business on August 31, 2026, subject to prior termination as provided in this Agreement.

SECTION 2. This Amendment is effective upon execution by both parties. All other terms and conditions contained in the Employment Agreement between the University and Dean shall remain unchanged and in full force and effect for the duration of the Agreement.

{SIGNATURE ON FOLLOWING PAGE}

ENTERED into this ____ day of May, 2026.

**BOARD OF TRUSTEES OF SOUTHERN
ILLINOIS UNIVERSITY**

DEAN

Dr. Austin Lane, Chancellor
Southern Illinois University Carbondale

Dr. Jerry Kruse

Southern Illinois University
Board of Trustees
May 26, 2026

AMENDMENT TO PROPOSED TUITION RATES AND FEE MATTERS, SIUC
[AMENDMENT TO 4 POLICIES OF THE BOARD APPENDIX A]

Summary

This matter proposes changes to the previously approved tuition schedule and various fee matters from April 2026. Relevant information that appears in 4 Policies of the Board, Appendix A will be updated as appropriate to reflect the Board of Trustees action.

Rationale for Adoption – Tuition

School of Aviation

The proposed fee increases for Aviation courses, as outlined in Table 2, are recommended to support the program's ability to meet the maintenance requirements of its fleet while also building reserves for future capital needs, ensuring the continuation of operations.

Constituency Involvement

The Chancellor, Vice Chancellor for Student Affairs, Provost and Dean of SIUC, and other university officials have met with and received support from the appropriate student government bodies and student advisory boards for the proposed course fee rate.

Resolution

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

1) Aviation course fee rates shall be and are hereby amended for FY2027, as presented in Table 2.

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 2**Appendix A - Current Tuition, Fees, & Room and Board Charges**

4. Course Fees

a. School of Aviation

Effective Summer Session **2026**

<u>Course</u>	<u>Name</u>	<u>Rates</u>
AF 199	Intermediate Flight/Program Transition	<u>\$4,941.00</u>
AF 201A	Primary Flight I	<u>\$8,628.00</u>
AF 201B	Primary Flight II	<u>\$9,432.50</u>
AF 203	Flight Basic	<u>\$13,482.00</u>
AF 204	Flight Intermediate	<u>\$14,256.00</u>
AF 206A	Flight Instrument I	<u>\$6,662.00</u>
AF 206B	Flight Instrument II	\$7,822.70 <u>\$7,882.70</u>
AF 207A	Flight Advanced	<u>\$9,988.50</u>
AF 207B	Flight Multi-Engine Operations	<u>\$8,654.50</u>
AF 220	Practicum in Air Carrier Ops	<u>\$8,800.00</u>
AF 300A	Flight Instructor (Airplane) I	<u>\$5,525.00</u>
AF 300B	Flight Instructor (Airplane) II	<u>\$5,944.00</u>
AF 301	Flight Instructor (Airplane Multi-Engine)	<u>\$2,685.00</u>
AF 302	Flight Instructor (Airplane-Instrument)	<u>\$2,461.00</u>
AF 305	Airline Ops and Turbine Transitions Training	<u>\$2,310.00</u>
AF 306	Intro to Technically Advance Aircraft Ops	<u>\$3,368.00</u>

Course fees do not include potential fuel surcharge which may be implemented pending market conditions. Required courses in the AAS in Aviation Flight offered by SIUC include AF 201A, 201B, 203, 204, 206A, 206B, 207A and 207B. The remaining courses are offered as electives towards the completion of the baccalaureate degree. (5/8/14), (2/14/19), (2/13/20), (4/17/25)

Southern Illinois University
Board of Trustees
May 26, 2026

Approval of Projects: Notice of Award: Phase 1 - Master Energy Performance Agreement, SIUE

Summary

This matter seeks approval of a Master Energy Performance Agreement framework between SIUE and Trane to move forward with a solar infrastructure project. This solar initiative advances our strategic goals with mission-driven outcomes including energy efficiency, sustainable infrastructure, financial stability, and experiential learning opportunities for student engagement and workforce readiness.

Rationale for Adoption

SIUE leadership has been working with Trane to evaluate energy efficiency opportunities on campus. Based on Trane's evaluation of campus needs, we have a unique and time-sensitive opportunity to secure approximately \$1.5 million in monetized federal energy tax credits associated with planned campus solar infrastructure investments. These federal incentives, combined with an estimated \$2.2 million in additional state and utility solar rebates, create a compelling financial and strategic opportunity for SIUE. In order to achieve these savings, SIUE must act by July 4, 2026.

SIUE proposes entering into a Master Energy Performance Agreement with Trane to install solar installations on the main campus, Alton campus, and the East St. Louis campus with a value not to exceed \$6,200,000. The project is expected to produce a \$1,940,000 positive cash flow over 20 years.

The solar systems are not intended to fully power the campuses, but rather to optimize economic return while minimizing operational complexity. The solar arrays are being designed as behind-the-meter systems, with generation sized to support campus energy use directly. By limiting production to on-site consumption rather than exporting power to the utility grid, the project avoids additional interconnection costs and other uncertainties associated with grid integration.

Resolution

BE IT RESOLVED, by the Board of Trustees of Southern Illinois University in special meeting assembled, that:

(1) The project permitting Trane to install solar power equipment on the SIUE & surrounding campuses be and is hereby approved.

(2) Pending SIU General Counsel review and Board Treasurer's Office approval, SIUE is hereby authorized to enter into a Master Agreement with Trane to install solar power equipment on SIUE property.

(3) Funding for the solar project will come from internal and/or external financing as determined by the Board Treasurer.

(4) 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.

Southern Illinois University
Board of Trustees
May 26, 2026

AWARD OF CONTRACTS: REPLACEMENT OF HVAC SYSTEM, DENTAL CLINIC,
ALTON CAMPUS, SIUE

Summary

This matter seeks board approval for the award of a single contract for general contracting services for commencement of Phase I work to replace the HVAC system at the Southern Illinois University Edwardsville School of Dental Medicine. Phase I work includes: required infrastructure upgrades under coordination with the local utility, new Roof Top Unit placement and fitment, and temporary chiller placement.

Rationale for Adoption

On February 5, 2026, the Board of Trustees authorized Project & Budget Approval for the replacement of the HVAC system at the School of Dental Medicine, Dental Clinic, on the Alton Campus.

To keep the dental clinic open during construction, SIUE developed a multi-year, multi-phase project plan. Phase 1 will take place in Summer 2026 at an estimated cost with a not to exceed limit of \$350,000.

Relying on the overall project timeline, Phase 1 construction needs to occur between June 22 and July 31, 2026, which coordinates with the usual School of Dental Medicine summer break at the Dental Clinic. This narrow construction window begins prior to the regularly scheduled July 2026 Board of Trustees meeting. Accordingly, SIUE requests advance approval to award a contract for general contracting services for Phase I. This contract will be competitively bid according to State procurement law and policy. Without this contract, construction cannot commence until early 2027.

The Chancellor and Vice Chancellor for Administration and Finance, SIUE, recommend this matter to the President.

Resolution

BE IT RESOLVED, by the Board of Trustees of Southern Illinois University in special meeting assembled, that:

(1) SIUE be and is hereby authorized to award a contract for Phase 1 of the Replacement of HVAC System, Dental Clinic, Alton, Illinois.

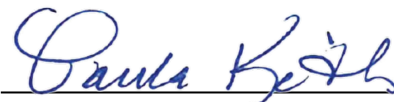
(2) The President of Southern Illinois University be and is hereby authorized to take all action required in the execution of this resolution in accordance with established policies and procedures.

Trustee Simmons moved approval of the Approval of Salary and Appointment: Dean and Provost for SIU School of Medicine; Approval of a Contract Extension: Dean and Provost for SIU School of Medicine; Amendment to Proposed Tuition Rates and Fee Matters, SIUC [Amendment to 4 Policies of the Board Appendix A]; Approval of Projects: Notice of Award: Phase 1 – Master Energy Performance Agreement, SIUE; and Award of Contracts: Replacement of HVAC System, Dental Clinic, Alton Campus, SIUE. The motion was duly seconded by Trustee Salger. The motion carried by the following recorded vote: aye, Mr. Moayad Abuzaneh, Dr. Deb Barnett, Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Sara M. Salger, Mr. John Simmons and Ms. Toni Williams; nay, none.

Chair Gilbert announced that the next Board of Trustees meeting is planned for July 9, 2026, at Southern Illinois University School of Medicine in Springfield. Further, he reported that a news conference would be held immediately following the meeting.

Trustee Salger made a motion to adjourn the meeting. Trustee Simmons seconded the motion. The motion carried by the following recorded vote: aye, Mr. Moayad Abuzaneh, Dr. Deb Barnett, Mr. Ed Curtis, Hon. J. Phil Gilbert, Dr. Ed Hightower, Ms. Sara M. Salger, Mr. John Simmons and Ms. Toni Williams; nay, none.

The meeting adjourned at 11:27 a.m.



Paula S. Keith, Executive Secretary