

III. REPORTS

A. Report from the Board Chair

B. Committee Reports

Executive/Planning Committee

Ms. Barb Baurer, Chair

Board Relations Committee

Mr. Martin Ruhaak, Chair

Finance/Audit Committee

Ms. Joyce Madigan, Chair

Academic and Student Affairs Committee

Mr. Chris Hicks, Chair

Board Regulations

Executive/Planning Committee

Note: All trustees are members of all committees.

ACTION ITEMS

IV. ACTION ITEMS

A. Approval of Minutes

January 24, 2020 Board Meeting
March 19, 2020 Board Meeting

B. Purchase Approvals

Expenditure Recommendation for Purchases of \$250,000.00 or more:

- 1) **Purchase Item:** Library Books, Periodicals, and Electronic Resources
- Description / Explanation:** Approval is requested for the purchase of various books and periodicals for Booth Library. This purchase includes books, journals, databases, abstracts, indexes, yearbooks, and newspapers covering all subject areas, in various formats including print and online. This purchase is primarily for periodicals, which generally contain the most current subject matter available. The information included in these books and periodicals is needed to support both student and faculty research in all academic disciplines. This purchase is for the period of July 1, 2020 through June 30, 2021.
- Cost:** Not to exceed \$500,000.00
- Recommended Vendor:** EBSCO Industries Inc.
Cary, IL
- Summary of Bids:** Sole Source Vendor
- BEP Goals:** There was no BEP goal set for this purchase.
- Fund Source:** Appropriated and Income Funds
- Rationale / Justification:** EIU is a leader in the area of faculty-mentored graduate and undergraduate research. Further, the importance of research is reflected in the University's mission statement, which pledges that the University "fosters opportunities for student-faculty scholarship and applied learning experiences." Best research practices require connecting one's research to previous publications and results, and library resources such as those acquired through EBSCO help provide a strong foundation for our faculty and student research.

It is recommended that the Board of Trustees approve this purchase item.

B. Purchase Approvals (cont.)

Expenditure Recommendation for Purchases of \$250,000.00 or more:

2) Purchase Item: Group Insurance Reimbursement

Description / Explanation: In December 2001, Governor Ryan requested that higher education contribute \$45 million to Central Management Services (CMS) to cover a shortfall in the State group insurance program. Eastern's prorated share of the shortfall, determined by the Illinois Board of Higher Education, is summarized below.

<u>University</u>	<u>Contribution</u>
Chicago State	\$ 1,024,000
<i>Eastern Illinois</i>	1,713,300
Governors State	656,200
Illinois State	3,078,300
Northeastern Illinois	1,072,600
Northern Illinois	3,541,300
Western Illinois	1,944,800
Southern Illinois	7,076,300
University of Illinois	<u>24,893,200</u>
Total	<u>\$45,000,000</u>

We anticipate that Eastern's share will be made in four (4) installments as follows:

September 21, 2020	\$ 428,325
December 14, 2020	428,325
March 22, 2021	428,325
June 7, 2021	<u>428,325</u>
	<u>\$ 1,713,300</u>

Cost: \$1,713,300

Recommended Vendor: Illinois Department of Central Management Services

Summary of Bids: Sole Source Vendor

BEP Goals: There was no BEP goal set for this purchase.

Fund Source: Appropriated and Income Funds

Rationale / Justification: Agreement between the Governor's Office and Illinois Board of Higher Education.

It is recommended that the Board of Trustees approve this purchase item.

B. Purchase Approvals (cont.)

Expenditure Recommendation for Purchases of \$250,000.00 or more:

3) Purchase Item:	Membership, Data and Databases through CARLI
Description / Explanation:	Approval is requested for the purchase of a membership in CARLI and access to several databases for Booth Library. As a member of CARLI (Consortium of Academic and Research Libraries in Illinois) the University can purchase access to select data and databases from several vendors at a discounted rate. Access for member libraries is billed centrally through the CARLI Office at the University of Illinois. The resources are primarily electronic and include indexes, abstracts and databases. This purchase is needed to support student and faculty research in all academic disciplines for the period July 1, 2020 through June 30, 2021.
Cost:	Not to exceed \$400,000.00
Recommended Vendor:	University of Illinois, CARLI Champaign, IL
Summary of Bids:	Sole Source Vendor
BEP Goals:	There was no BEP goal set for this purchase.
Fund Source:	Appropriated and Income Funds
Rationale / Justification:	EIU is a leader in the area of faculty-mentored graduate and undergraduate research. Further, the importance of research is reflected in the University's mission statement, which pledges that the University "fosters opportunities for student-faculty scholarship and applied learning experiences." Best research practices require connecting one's research to previous publications and results, and library resources such as those acquired through the CARLI system help provide a strong foundation for our faculty and student research.

It is recommended that the Board of Trustees approve this purchase item.

B. Purchase Approvals (cont.)

Expenditure Recommendation for Purchases of \$250,000 or more:

4) Purchase Item:	Remodel Victory Suite												
Description / Explanation:	The project scope calls for the remodeling of the lower level of O'Brien Stadium's press box, commonly called "The Victory Suite." The project consists of upgrading heating, ventilation and air conditioning systems, upgrading electrical service to the space, removing the risers for seating to make the floor one level, and updating finishes. Approval is requested to enter into a contract with Grunloh Construction, Inc. for the remodeling.												
Cost:	\$299,708 (including \$92,708 of in-kind donations by the contractors and a contingency of \$27,000)												
Recommended Vendor:	Grunloh Construction, Inc. \$180,000 Effingham, IL												
Summary of Bids:	Grunloh Construction Inc. is the general contractor identified by the donors for the project. In addition to the contractual work, the following companies are providing the University in-kind donations of goods and services: <table><thead><tr><th><u>Company</u></th><th><u>Donated Amount</u></th></tr></thead><tbody><tr><td>Grunloh Construction, Inc.</td><td>\$40,000</td></tr><tr><td>Commerical Electric</td><td>33,858</td></tr><tr><td>Springfield Electric</td><td>8,350</td></tr><tr><td>KSA Lighting Fixture</td><td>2,650</td></tr><tr><td>McAlister Equipment</td><td>5,000</td></tr></tbody></table>	<u>Company</u>	<u>Donated Amount</u>	Grunloh Construction, Inc.	\$40,000	Commerical Electric	33,858	Springfield Electric	8,350	KSA Lighting Fixture	2,650	McAlister Equipment	5,000
<u>Company</u>	<u>Donated Amount</u>												
Grunloh Construction, Inc.	\$40,000												
Commerical Electric	33,858												
Springfield Electric	8,350												
KSA Lighting Fixture	2,650												
McAlister Equipment	5,000												
BEP Goals:	This procurement had a 20% BEP Goal. Grunloh Construction Inc. indicated 10.4% of the contract total will be subcontracted with two BEP vendors in the amount of \$18,700.												
Fund Source:	Local Funds (Donor Funding)												
Rationale / Justification:	This project is made possible through donor funding.												

It is recommended that the Board of Trustees approve this purchase item.

C. 2020-2021 Tenure Recommendations

Approval of the Board is requested for the awarding of tenure to the following individuals effective with the 2020-21 academic year:

1. **Mark Bayer**, Assistant Professor, School of Business
2. **John Cabage**, Assistant Professor, School of Technology
3. **Nicole Hillier**, Assistant Professor, Department of Health Promotion
4. **Nichole Hugo**, Assistant Professor, Department of Hospitality and Tourism
5. **Toqueer Israr**, Assistant Professor, School of Technology
6. **Claudia Janssen Danyi**, Assistant Professor, Department of Communication and Journalism
7. **Alan Pocaro**, Assistant Professor, Department of Art + Design
8. **Barbara Bonnekesen**, Dean of the College of Liberal Arts & Sciences, Professor of Anthropology in the Department of Sociology, Anthropology & Criminology
9. **Laretta Henderson**, Dean of the College of Education, Professor in the Department of Teaching, Learning, & Foundations

It is recommended that the Board of Trustees approve the above tenure recommendations, effective with the 2020-2021 academic year.

C. 2020-2021 Tenure Recommendations

Tenure is a cornerstone of the academy. Tenure is awarded in an academic department and connotes a relationship of continuing commitment between the University and the faculty member including continuous employment at the University until resignation, retirement, layoff, or termination for adequate cause.

The Board of Trustees confers tenure upon the recommendation of the President based on a comprehensive evaluation process. In order to qualify for tenure consideration, a faculty member must complete a probationary period, generally six years, and demonstrate successively progressive achievement and effectiveness in three areas of evaluation: 1) teaching/performance of primary duties; 2) research/creative activities; and 3) service. Among the three areas of evaluation, teaching/performance of primary duties is given the most consideration.

Procedures for the evaluation of tenured and tenure-track faculty are contained in the University's collective bargaining agreement with the faculty union. Faculty are evaluated annually for retention during the probationary period culminating in a tenure evaluation, ordinarily in the sixth probationary year.

At the time of application for tenure, faculty members prepare an extensive dossier describing and documenting their achievements and effectiveness in the three areas of evaluation. The tenure evaluation involves independent reviews of the dossiers by a faculty department personnel committee, the department chair, the dean, and a university personnel committee. The review at each level of evaluation includes a recommendation. Evaluation recommendations are reviewed in the Office of the Provost in consultation with the President, and tenure recommendations are subsequently made to the Board of Trustees by the President.

Each recommended tenure applicant has met the required evaluation criteria for tenure and the educational requirement for tenure in their respective departments. While not part of the recommended Board action, each recommended tenure applicant not already promoted to the rank of associate professor or professor, and who is eligible for promotion, has also been adjudged worthy of promotion to the rank of associate professor.

Brief summaries of each individual recommended for tenure follow:

Mark Bayer (Ph.D., University of Texas at Austin) is a faculty member in the School of Business. Dr. Bayer's research includes team cognition, group creative processes, and agent-based modeling.

John Cabage (Ph.D., University of Tennessee) is a faculty member in the School of Technology. Dr. Cabage's research includes concrete and bridge material studies, engineering student enrichment studies, and accelerated construction techniques.

Nicole Hillier (Ph.D., University of Illinois – Urbana/Champaign) is a faculty member in the Department of Public Health. Dr. Hillier's research includes tobacco sales to minors, environmental approaches to obesity, and evaluation of methods of obesity control.

Nichole Hugo (Ph.D., Arizona State University) is a faculty member in the Department of Hospitality and Tourism. Dr. Hugo's work has been published in *Worldwide Hospitality and Tourism Themes*, *Travel and Tourism Research Association*, and the *International Journal of Hospitality and Tourism*.

Toqeer Israr (Ph.D., University of Ottawa) is a faculty member in the School of Technology. Dr. Israr's work has been published in *International Association of Journals and Conferences* and the *International Journal on Software and Systems Modeling*.

Claudia Janssen Danyi (Ph.D., Purdue University) is a faculty member in the Department of Communication and Journalism. Dr. Janssen's work has been published in *Handbook of Communication for Development and Social Change*, the *Journal of Communication Management*, and the *Journal of Applied Communication Research*.

Alan Pocaro (M.F.A., Miami University) is a faculty member in the Department of Art + Design. Professor Pocaro specializes in Printmaking.

In addition to the candidates for tenure and promotion to associate professor, the Provost and Vice President for Academic Affairs recommends tenure for the new deans of the College of Liberal Arts & Sciences and College of Education. The tenure recommendations are supported by the departmental personnel committees of their home academic departments.

Barbara Bonnekesen (Ph.D., University) will be the next Dean of the College of Liberal Arts & Sciences and Professor of Anthropology in the Department of Sociology, Anthropology & Criminology beginning on July 13, 2020. Dr. Bonnekesen is a cultural anthropologist interested in Meso-American Ethnohistory.

Laretta Henderson (Ph.D., University of Iowa) will be the next Dean of the College of Education, effective July 1, 2020, and a Professor in the Department of Teaching, Learning, and Foundations. Dr. Henderson is an English educator specializing in multicultural young adult and children's literature.

IV. ACTION ITEMS

F. 2020-2021 Tuition Recommendation

**Proposed FY21 Tuition
(Fall 2020, Spring 2021, Summer 2021)**

Undergraduate - A student who has not earned the baccalaureate degree will pay the following tuition:

Illinois Resident

	<u>Present</u>	<u>Proposed</u>	<u>Increase</u>
FY21 New Students – Per Semester Hour		\$308.04	
Continuing, Non-guaranteed Students – Per Semester Hour	\$296.00	\$302.00	\$6.00

Effective FY05, state law (110 ILCS 665/10-120) provides that tuition for new undergraduate Illinois resident students will remain the same for four continuous academic years. The guaranteed tuition rate period is extended for undergraduate degree programs approved by the University for completion in more than four years. The extension is limited to the minimum number of additional semester(s) to complete the program as approved by the University. This list of programs approved by the University for completion in more than four years is maintained by the Provost. In addition, state law limits the tuition increase applied in a continuing resident undergraduate student's fifth and sixth years. Continuing, non-guaranteed students are charged the guaranteed student rate for first fiscal year prior to the current year.

Previous Resident Rates:

FY20 Guaranteed Students – Per Semester Hour	\$302.00
FY19 Guaranteed Students – Per Semester Hour	\$296.00
FY18 Guaranteed Students – Per Semester Hour	\$292.00
FY17 Guaranteed Students – Per Semester Hour	\$289.00

Non-Resident

	<u>Present</u>	<u>Proposed</u>	<u>Increase</u>
FY21 New Students – Per Semester Hour		\$385.05	
Continuing Students – Per Semester Hour	\$378.00	\$385.05	\$7.05

Previous Non-Resident Rates:

FY20 Students – Per Semester Hour	\$378.00
FY19 Students – Per Semester Hour	\$370.00
FY18 Students – Per Semester Hour	\$365.00
FY18 Students – Per Semester Hour	\$365.00

Note—Even with the increases in tuition noted above, EIU remains the school with the lowest total attendance cost (tuition and mandatory fees) in the State of Illinois.

2020-2021 Tuition Recommendation (Cont.)

Graduate - A post-baccalaureate student will pay the following tuition (regardless of the level of courses in which he/she enrolls):

Illinois Resident

	<u>Present</u>	<u>Proposed</u>	<u>Increase</u>
Per Semester Hour	\$306.50	\$312.63	\$6.13

Non-Resident

	<u>Present</u>	<u>Proposed</u>	<u>Increase</u>
Per Semester Hour	\$735.60	\$750.31	\$14.71

It is recommended that the Board of Trustees approve these tuition recommendations for FY21.

E. HOUSING/DINING RECOMMENDATION FY21

RESIDENCE HALLS & GREEK COURT- 2020-2021 Academic Year Rates (Effective Fall Semester 2020)

Per semester rate based on double occupancy

	<u>CURRENT</u>	<u>INCREASE</u>	<u>PROPOSED</u>	
7 Meal Plan Option 7 Dining Center Meals per Week plus \$200 Dining Dollars per Semester plus 2 Bonus Meals per Semester	\$4,447	\$103	\$4,550	(Rm \$3,185/Bd \$1,365)
10 Meal Plan Option 10 Dining Center Meals per Week plus \$60 Dining Dollars per Semester plus 3 Bonus Meals per Semester	\$4,646	\$107	\$4,753	(Rm \$3,185/Bd \$1,568)
12 Meal Plan Option 12 Dining Center Meals per Week plus \$100 Dining Dollars per Semester plus 4 Bonus Meals per Semester	\$4,821	\$111	\$4,932	(Rm \$3,185/Bd \$1,747)
15 Meal Plan Option 15 Dining Center Meals per Week plus \$140 Dining Dollars per Semester plus 5 Bonus Meals per Semester	\$5,015	\$116	\$5,131	(Rm \$3,185/Bd \$1,946)
Unlimited Meal Plan Option 55 Dining Center Meals per Week plus \$150 Dining Dollars per Semester plus 6 Bonus Meals per Semester	\$5,293	\$122	\$5,415	(Rm \$3,185/Bd \$2,230)

The Meal Plan Option permits each student with a board plan to use a specified number of Dining Dollars for any of the following: 1) Purchases at the Food Court within the University Union; 2) Purchases at our residence hall convenience centers; 3) Purchases at Panther Pantry and Java B&B in the University Union; 4) Meals for a guest in any Dining Center when accompanied by the student; 5) Additional meals for the student in any Dining Center. Bonus Meals allows the plan holder to use those meals for a guest or for themselves if they run out of meals.

Adjusted Usage Charges	<u>CURRENT</u>	<u>INCREASE</u>	<u>PROPOSED</u>
Double Room as Single (per Semester)	\$850	\$0	\$850
Triple Room as Double (per Semester)	\$450	\$0	\$450
Summer Room and Board (2.3% increase)	<u>CURRENT</u>	<u>INCREASE</u>	<u>PROPOSED</u>
2020 Summer - 4 week - Single Room	\$1,032	\$24	\$1,056
2020 Summer - 4 week - Double Room	\$825	\$19	\$844
2020 Summer - 6 week - Single Room	\$1,548	\$36	\$1,583
2020 Summer - 6 week - Double Room	\$1,237	\$28	\$1,266
2020 Summer - 8 week - Single Room	\$2,065	\$47	\$2,112
2020 Summer - 8 week - Double Room	\$1,647	\$38	\$1,685

NOTE: 12 Meal Plan Option is the only option offered during Summer Sessions

E. HOUSING/DINING RECOMMENDATION FY21(Cont.)

UNIVERSITY APARTMENTS (Monthly rates will be effective August 1, 2020)

<u>10 MONTHS:</u>	<u>CURRENT</u>	<u>INCREASE</u>	<u>PROPOSED</u>
Efficiency Apartment	\$4,880	\$0	\$4,880
1 Bedroom Apartment	\$5,130	\$0	\$5,130
<u>PER MONTH:</u>			
Efficiency Apartment	\$488	\$0	\$488
1 Bedroom Apartment	\$513	\$0	\$513

UNIVERSITY COURT - 2020-2021 Academic Year Rates (Effective August 1, 2020)

Per resident, per semester, based on double occupancy

	<u>CURRENT</u>	<u>INCREASE</u>	<u>PROPOSED</u>
2 Bedroom, 1 Bath, No Balcony	\$2,598	\$0	\$2,598
2 Bedroom, 1 Bath, Balcony	\$2,756	\$0	\$2,756
2 Bedroom, 1 1/2 Bath, No Balcony	\$2,795	\$0	\$2,795
2 Bedroom, 1 1/2 Bath, Balcony	\$2,895	\$0	\$2,895
1 Bedroom, 1 Bath, No Balcony	\$3,002	\$0	\$3,002
Studio	\$2,460	\$0	\$2,460
3 Bedroom, 1 Bath	\$3,290	\$0	\$3,290

Fall 2020 Semester Only Contracts

2 Bedroom, 1 Bath, No Balcony	\$2,858	\$0	\$2,858
2 Bedroom, 1 Bath, Balcony	\$3,032	\$0	\$3,032
2 Bedroom, 1 1/2 Bath, No Balcony	\$3,074	\$0	\$3,074
2 Bedroom, 1 1/2 Bath, Balcony	\$3,184	\$0	\$3,184
1 Bedroom, 1 Bath, No Balcony	\$3,302	\$0	\$3,302
Studio	\$2,706	\$0	\$2,706
3 Bedroom, 1 Bath	\$3,618	\$0	\$3,618

Summer 2021 (Effective May 2021)

Monthly Rate

2 Bedroom, 1 Bath, No Balcony	\$490	\$0	\$490
2 Bedroom, 1 Bath, Balcony	\$523	\$0	\$523
2 Bedroom, 1 1/2 Bath, No Balcony	\$518	\$0	\$518
2 Bedroom, 1 1/2 Bath, Balcony	\$538	\$0	\$538
1 Bedroom, 1 Bath, No Balcony	\$490	\$0	\$490
Studio	\$491	\$0	\$491
3 Bedroom, 1 Bath	\$550	\$0	\$550

Adjusted Usage Charges	<u>CURRENT</u>	<u>INCREASE</u>	<u>PROPOSED</u>
Two Bedroom Apartment as Single	\$850	\$0	\$850

It is recommended that the Board of Trustees approve the room and board rates for FY21.

IV. ACTION ITEMS

F. FY21 Student Fee Increases (revised)

FY21 Student Fee Increases

	<u>Present</u>	<u>Proposed</u>	<u>Increase</u>
<u>Union Bond Revenue Fee</u>	\$25.81	\$29.82	\$ 4.01

Additional resources generated from this student fee will be used to help offset increases in utilities, equipment maintenance, and salaries. It will also be used to help offset significant revenue reductions.

	<u>Present</u>	<u>Proposed</u>	<u>Increase</u>
<u>Health and Pharmacy Fee</u>	\$10.10	\$13.00	\$ 2.90

This student fee primarily provides for medical, pharmaceutical, educational, and promotional services of the Health and Counseling Services department. This increase also includes funds to provide for additional mental health services provided by the department. Additional resources generated from this fee will be used to offset gradual increases in operating expenses and continuing reductions in revenue.

	<u>Present</u>	<u>Proposed</u>	<u>Increase</u>
<u>Grant-In-Aid Fee</u>	\$16.24	\$17.05	\$.81

Typically, the Grant-in-Aid Fee has been tied to the increase in room and board rates; however, this practice has not kept pace with tuition increases for which much of the Grant-in-Aid Fee is used. As a result, this increase is requested for FY21 to help better provide for student scholarships.

It is recommended that the Board of Trustees approve the proposed student fee increases.

G. Final reading of proposed revisions to Board of Trustee Regulations, Board of Trustee Regulations SECTION V. Administrative Affairs, ¶J.3 and 4(a) & (f) and ¶J.1 and 3.

J. Tuition and Mandatory Fees

1. Definition

Mandatory fees are defined as tuition and other fees established by the Board which all students are assessed as a prerequisite for registration unless a waiver or other exemption has been authorized by the Board or by statute.

2. Tuition

The Board shall annually review and establish tuition rates.

3. Other Mandatory Fees

Board approval shall be required to establish or change the amount of any mandatory fee. In addition to tuition, mandatory fees which may be established at the University include the following:

- a. Activity fee
- b. ~~Union/Bond Revenue Bond~~ fee
- c. ~~Health & Counseling Service~~ fee
- e-d. ~~Student Legal Service~~ fee
- d. ~~Health and Accident Insurance~~ fee
- e. Athletic fee
- f. University Union fee
- g. ~~Computer Technology~~ fee
- h. Pharmacy fee
- i. Textbook Rental fee
- j. Grant in Aid fee
- k. Recreation Center fee
- l. Campus Improvement fee
- k-m. Any other fee which is a prerequisite for registration.

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4. Refunds

Board approval shall be required for any refund of tuition and mandatory fees other than in accordance with the following provisions. The term "refund" is defined as the cancellation of an unpaid obligation as well as an actual refund of an amount previously paid.

- a. (1) Any student canceling registration prior to the beginning of late registration, in accordance with established University procedures, shall be eligible for a 100% refund of any funds advanced to that date. Cancellation of registration must occur by 4:30 p.m. the last working day prior to the beginning date of late registration.
- (2) Any student who has registered and officially withdraws from the University in accordance with established University procedures on or before the tenth day of regularly scheduled classes shall receive a refund of all tuition and mandatory fees. ~~The insurance fee will not be refunded if institutional policy is to maintain coverage for students who withdraw, or if a claim has been submitted.~~
- (3) After the first ten regularly scheduled class days, but before or on the twenty-first regularly scheduled class day, any student who completely withdraws from the University shall be eligible for a refund equal to one half of all tuition and mandatory fees.
- (4) The University designates pro rata refund periods for summer and other sessions that are scheduled in formats that differ from the established fall and spring semesters.
- b. All refunds for students receiving Title IV Financial Aid Programs are subject to applicable rules and regulations governing those programs.
- c. Any student withdrawing from the University in accordance with established rules and whose tuition and/or mandatory fees were paid by a scholarship shall have the eligible refund paid back to said scholarship.
- d. A student may receive a refund of mandatory tuition and fees, if declared ineligible by the University for enrolled status.
- e. A student who changes from full-time to part-time status on or before the tenth day of regularly scheduled classes shall receive a refund of all mandatory tuition and fees not applicable to part-time status. A student receiving a refund of mandatory fees may not be eligible for activities and benefits covered by such fees.
- ~~f. A student may receive a refund of the insurance fee, if within the first ten days of the Fall or Spring terms (first 5 days of Summer term), the student applies for said refund and demonstrates equal or better insurance coverage. A student may also receive a refund in accordance with established university policy.~~

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K. Special Fees and Charges

1. Special Fees

Special fees are defined as all fees other than mandatory fees and shall include the following:

- a. Room and board fee

- b. Graduation fee
- c. Late registration and/or late payment fee
- d. Finance fee for installment payments
- e. Transcript fee
- f. Health & Accident Insurance fee
- f.g. Any other fee which is required for graduation.

Board approval shall be required to establish or change the amount of any special fee.

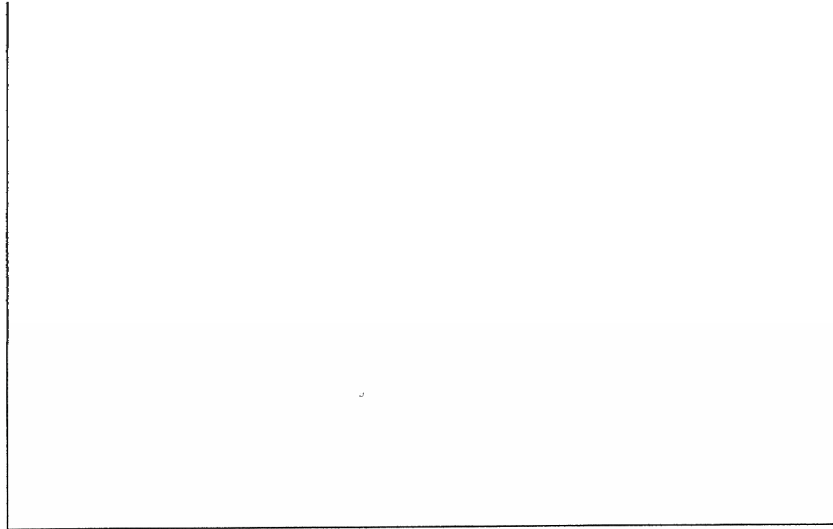
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3. Waivers and Refunds

Special fees may be waived or refunded in accordance with Board Regulations or by specific approval of the Board. Charges may be waived or refunded in accordance with university policy or by specific approval of the President.

A student may receive a refund of the Health & Accident insurance fee, if within the first ten days of the Fall or Spring terms (first 5 days of Summer term) the student applies for said refund and has not submitted a claim. The Health & Accident insurance fee will not be refunded if institutional policy is to maintain coverage for students who withdraw.

H. Proposal for Easement



TEMPORARYPERMANENT EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, _____, by and between the City of Charleston ("Municipality"), an Illinois municipality, 520 Jackson Avenue, Charleston, Illinois and Board of Trustees Eastern Illinois University, 600 Lincoln Avenue, Charleston, Illinois 61920 ("**Owner**");

RECITALS:

A. Owner is the legal owner of record of real property located at 600 Lincoln Avenue in the City of Charleston, County of Coles, and State of Illinois, which real property is legally described in Exhibit A to this Easement Agreement ("**Property**"); and

B. The Municipality desires to locate Concrete Sidewalk upon, over, under, through, along, and across a portion of the Property, in the location described in Exhibit A to this agreement ("**Easement Premises**"); and

C. The parties desire to formalize in a written easement agreement the rights and responsibilities of both parties regarding the Easement Premises; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration paid by the Municipality to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

~~**Section 1: Grant of Easement.** Owner hereby grants, conveys, warrants, and dedicates to the Municipality, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, maintain, inspect, repair, replace, or remove (these activities are collectively referred to as "**Installation**") Concrete Sidewalk improvements (referred to as the "**Facilities**"), subject to the terms and conditions set forth in this Agreement, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress~~

and egress over, along, upon, and across the Easement Premises and any adjoining lands of Owner necessary for the exercise of the rights herein granted.

Section 12: Grant of Temporary Construction Easement. Owner hereby further grants, conveys, warrants, and dedicates to the Municipality a temporary construction easement for the Installation of the Facilities over, along, upon, and across an area ten feet (10') beyond the real property legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Temporary Easement Premises**"). The Temporary Easement Premises shall be used by the Municipality only during periods of actual Installation activities and for any necessary restoration of the Easement Premises.

Section 23: Installation. The Municipality agrees that the Installation of the Facilities will be done and completed in a good and workmanlike manner, all at the sole expense of the Municipality.

Section 34: Restoration. Upon completion of any Installation activity by the Municipality, its authorized agents, servants, employees, or contractors, the Municipality agrees to (a) replace and grade all topsoil removed by the Municipality; (b) replace any and all sod removed by the Municipality with sod of like quality; and (d) replace any and all natural grass removed by the Municipality by seeding with a good quality seed.

Section 45: Hold Harmless. The Municipality agrees to save and hold Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the negligence of the Municipality or its authorized agents, servants, employees, or contractors in the Installation of the Facilities on the Easement Premises and/or Temporary Easement Premises.

Section 56: Reservation of Rights. Owner reserves the right to use the Easement Premises, Temporary Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Municipality of the rights granted in this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises and Temporary Easement Premises, nor permit the Easement Premises and Temporary Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Municipality. Owner has the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises and Temporary Easement Premises; provided, however, that any other easements will be subject to this Agreement and the rights granted in this Agreement; and provided further that the Owner must obtain the Municipality's prior written consent to the terms, nature, and location of any other easements.

Section 67: Further Assurances. Owner hereby represents and warrants that it will take all necessary action so that the easements contemplated by this Agreement are released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and will execute all documents that are reasonably necessary to perfect the Municipality's right, title, and interest in the Easement Premises and Temporary Easement Premises.

Section 78: Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and will be binding upon and inure to the benefit of Owner and the Municipality and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives,

including, without limitation, all subsequent owners of the ~~Easement Premises~~, Temporary Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

Section 89: Notices. All notices and other communications in connection with this Agreement must be in writing and delivered to the addressee.

Section 910: Assignment of Rights. Owner agrees that the Municipality may assign its rights or delegate its duties under this Agreement, in whole or in part, without Owner's consent.

Section 1011: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Municipality.

Section 1112: Survival. All representations and warranties contained in this Agreement will survive the execution of this Agreement and its recordation and will not be merged.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement.

ATTEST:

[MUNICIPALITY]

By: _____

Its _____

ATTEST:

[OWNER]

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Mayor of the City of Charleston, and _____, personally known to me to be the Clerk of the City of Charleston, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Mayor and Clerk of the Municipality, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Municipality for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the persons who executed this agreement, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

(SEAL)

It is recommended that the Board of Trustees approve this easement.



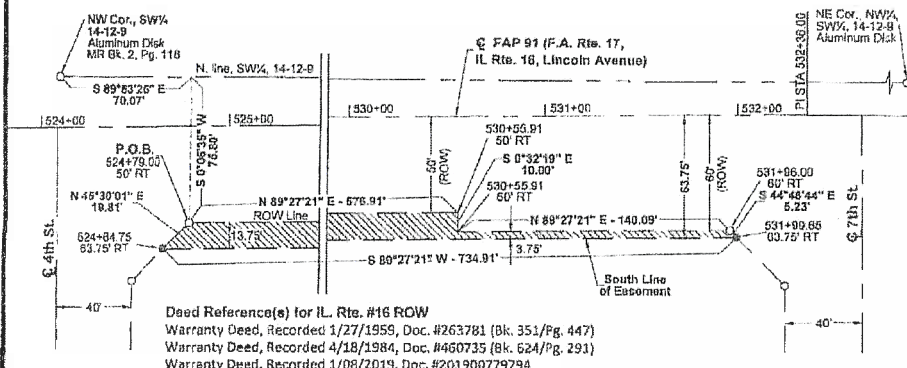
Plat of Easement Exhibit A

Part of SW¼
Sec 14, T12N, R9E, 3rd P.M.
Coles County, Illinois

Description of Easement

That portion of a tract of land described in a certain Warranty Deed, Recorded 09/24/1895 (Bk. 97 / Pg.1), Coles County Recorder's Office that lies south of the South Right-of-Way line of Illinois Route 16 (F.A. 17) (FAP Route 91) (Lincoln Avenue), said Right-of-Way as set out, established and subsequently revised by the following described conveyances: Warranty Deed, Recorded 1/27/1959, Doc. #263781 (Bk. 351 / Pg. 447), Warranty Deed, Recorded 4/18/1984, Doc. #460735 (Bk. 624 / Pg. 291) and Warranty Deed, Recorded 1/08/2019, Doc. #201900779794, all in the Coles County Recorder's Office and north of a line 63.75 feet south of and parallel to the centerline of the aforementioned route, parcel more particularly described as follows:

Commencing at an aluminum disk at the Northwest Corner of the Southwest Quarter (SW¼) of Section 14, Township 12, North, Range 9 East of the Third Principal Meridian (as recorded in Monument Record Book 2, Page 118 in the Coles County Recorder's Office); thence S89°53'25"E [bearings are referenced to Illinois State Plane Coordinate System East Zone Datum of 1983(11) as set out in Warranty Deed, Recorded 1/08/2019, Doc. #201900779794 (Right-of-Way plat attached to said deed) Coles County Recorder's Office], along the north line of said Southwest Quarter (SW¼), 70.07 feet; thence S00°06'35"W, 75.80 feet to a found iron pin marking the southerly right-of-way line of Illinois Route 16 (F.A. 17) (FAP Route 91) (Lincoln Avenue) and the Point of Beginning, said point being 50.0 feet right of centerline Sta. 524+79.00 of said route (stations and off-sets are referenced to aforementioned Right-of-Way plat); thence N89°27'21"E, along said right-of-way line, 576.91 feet to a point 50.0 feet right of centerline Sta. 530+55.91 of said route; thence S00°32'19"E, continuing along said right-of-way line, 10.00 feet to a point 60.00 feet right of centerline Sta. 530+55.91 of said route; thence N89°27'21"E, continuing along said right-of-way line, 140.09 feet to a point 60.00 feet right of centerline Sta. 531+96.00 of said route and a found iron pin; thence S44°46'44"E, continuing along said right-of-way line, 5.23 feet to a point 63.75 feet right of centerline Sta. 531+99.65 of said route; thence S89°27'21"W, along a line 63.75 feet south of and parallel to said centerline, 734.91 feet to a point 63.75 feet right of centerline Sta. 524+64.75 of said route; thence N45°30'01"E, along said right of way line, 19.81 feet to the Point of Beginning, situated in the City of Charleston, Coles County, Illinois and containing 8562.75 square feet (0.197 acres) more or less.



Deed Reference(s) for IL. Rte. #16 ROW
 Warranty Deed, Recorded 1/27/1959, Doc. #263781 (Bk. 351/Pg. 447)
 Warranty Deed, Recorded 4/18/1984, Doc. #460735 (Bk. 624/Pg. 291)
 Warranty Deed, Recorded 1/08/2019, Doc. #201900779794

Surveyor Notes:

1. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.
2. To the best of my knowledge and belief this plat is a true representation of a survey completed by me or under my direction.
3. Fieldwork completed on February 5, 2020.
4. No subsurface exploration was made.
5. No search was made for easements, vacations or dedications.
6. Bearings reference Illinois State Plane Coordinate System East Zone Datum of 1983(11) per Record Doc. #201900779794 (IDOT).
7. Intended Use: Ingress/Egress & Maintenance Easement for a Multi-Use Path.

Dated this 17th day of February, 2020 AD

(Signature)
 Michael W. Suliven
 Illinois Professional Land Surveyor No. 2731
 License Expires 11-30-2020



Survey Completed at the request of:
 City of Charleston

Easement

Area: 8562.75 SF (0.197 Acres)

Owner of Servient Tenement: Board of Trustees of Eastern Illinois University

Deed Reference for Servient Tenement: Warranty Deed Book 97, Page 1 Recorded 09/24/1895

Tax Assessor's PIN: 02-1-00589-000

Legend

- Survey Marker Found
- IP w/Cap #2731 Set
- ▨ Boundary of Easement

CSI CONSOLIDATED SERVICES INC.
 of Coles County (IL Prof. Design Firm #1257)

CIVIL ENGINEERING - SURVEYING - CONSTRUCTION LAYOUT
 627 Jackson Avenue - P.O. Box 644 - Charleston, Illinois - 61820 - (217) 345-6511
 File #4407-02-20 Pg. 1 of 1

I. Foundation Master Contract

MASTER CONTRACT

Between the

**BOARD OF TRUSTEES OF
EASTERN ILLINOIS UNIVERSITY**

And the

EASTERN ILLINOIS UNIVERSITY FOUNDATION

This agreement entered into as of the first day of July, 2020 between the Board of Trustees of Eastern Illinois University, a body politic and corporate of the State of Illinois, hereinafter called "University," and the Eastern Illinois University Foundation, an Illinois not-for-profit corporation, hereinafter called "Foundation."

WHEREAS, the Foundation was established as a separate corporate entity and exists for the purpose of aiding and assisting the University in achieving its educational, research, and service goals and responsibilities; and

WHEREAS, the Foundation and the University have cooperated in numerous ways to meet such goals and responsibilities of the University and desire to continue such cooperation; and

WHEREAS, Guidelines adopted by the Illinois Legislative Audit Commission on November 30, 1982, amended September 10, 1997, hereinafter called "University Guidelines," provide that the relationship between the University and the Foundation shall be contained in a written contract.

NOW, THEREFORE, witness this agreement:

1. The Foundation agrees to provide for the University the following services:
 - a. Receive, hold, and administer gifts of property, real or personal, financial or otherwise, to be used for and on behalf of Eastern Illinois University, its faculty, students, and staff, such gifts to be administered according to the terms specified by the donor. In the event the donor does not specify the terms for which the gift shall be used, then the Foundation, in consultation with the University, shall administer and use the gift for the benefit of the University.
 - b. The Foundation may also manage and administer gifts donated directly to the University in accordance with applicable terms and conditions of each gift. The Master Contract may be amended as agreed by the parties in writing if the Foundation incurs additional fees to manage these assets.
 - c. In furtherance of the above, and within the framework of the agreed upon personnel and operating budgets, to undertake the major responsibility for planning, implementation, and coordination of activities on behalf of the

University, in consultation with the University President. In carrying out this responsibility, the Chief Operating Officer of the Foundation shall, on a regular basis, provide consultation and planning assistance to the appropriate University personnel concerning the activities of the University offices to coordinate on a continuing basis the development and services to be performed by the Foundation. This responsibility shall further include, but not be limited to the following services:

- (1) Receive, acknowledge, and report to the University President all gifts to the Foundation for the benefit of the University.
 - (2) Keep complete records of all funds and property received by the Foundation for the benefit of the University by gift or otherwise and to report to the University President concerning such funds and property on a regular basis.
 - (3) Upon the request of the University and with the concurrence of the Board of Directors of the Foundation, perform any other development and services not herein specifically mentioned,
- d. Keep the University President advised of any and all monies and other property available through the Foundation for use by the University in support of its educational, research, and service goals and responsibilities.
- e. Consult on a regular basis with the University administration concerning services to be performed hereunder for the benefit of the University and to do any and all other things requested by the University President and agreed to by the Foundation in the furtherance of the educational, research, and service goals and responsibilities of the University.
2. The Foundation agrees that it shall be subject to those provisions of the University Guidelines pertaining to University-related organizations at all times during the performance of this contract.
 3. The University agrees that the Foundation may use the University's name as part of the Foundation's name during the term of this contract.
 4. No payments, except under sections 5 and 11.a. are currently contemplated between the University and the Foundation under this contract.
 5. The University agrees to continue to provide the Foundation with University services, facilities, and resources, as agreed upon by the parties from time to time. The Foundation agrees to pay the University for such facilities, services and resources in accordance with approved Foundation budgets. The amount to be paid by the Foundation shall be calculated either at rates charged other users by the University, or at the cost of furnishing such services if no internal charges are in existence.
 6. Any payments hereunder by the Foundation to the University and by the University to the Foundation may be in the form of money or its equivalent in services and use of facilities and resources.

7. For all services performed by the Foundation to the University hereunder, the Foundation shall maintain sufficient records, including cost allocation detail, time records, and records of supplies and materials consumed, to enable a post audit review of this contract.
8. If the Foundation performs an auxiliary enterprise or activity function pursuant to a contract with the University, the Foundation may retain non-gift monies to the extent permitted by the working capital and capital reserves provisions of the University Guidelines. Any monies received in excess of these amounts shall be returned to the University for deposit in the Income Fund.
9. The University shall not make any subsidies to the Foundation from the University or appropriate funds so long as the Foundation has unrestricted money to support itself.
10. In addition to the provisions of Section 1 above, the following provisions apply to the receipt, retention, and use of donated assets, or the proceeds of donated assets by the Foundation.
 - a. Any University funds advanced to the Foundation or receivable from the Foundation shall be repaid to the source from which obtained within one year of the date of the transaction.
 - b. The University shall in its budget and accounting processes identify expressly all support provided by the University to the Foundation. Revenue accounts shall identify all payments received from the Foundation for the repayment of funds advanced and as reimbursement for the use of University assets, facilities, or services. The Foundation shall maintain separate financial records which will include companion entries.
11. Records of the Foundation, including but not limited to non-public information about donors and prospective donors, non-public internal records of the Foundation, and proprietary strategic and competitive information stored from time to time in paper, electronic, or other form on the premises of the University, or in storage facilities of the University, shall at all times retain their character as private property of the Foundation and shall be under the control of the Foundation.
 - a. For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University leases to the Foundation, and the Foundation leases from the University, the storage space from time to time occupied by Foundation records of all descriptions from time to time on University premises or in University facilities.
 - b. The University agrees that it shall not release, publish, or disclose the contents of such records without the prior written consent of the Foundation; and that it will use its best efforts to protect such records from loss, theft, and unauthorized access, copying, use, or modification.
 - c. In the event of any attempt by a third party to access or to compel the University to release such records, or any portion thereof, contrary to the terms of this agreement, including but not limited to a request under any freedom of information act, the University agrees that immediately, and prior to complying

with any such request, it will notify the Foundation of the existence, terms, and circumstances surrounding such request, and consult with the Foundation on the advisability of taking legally available steps to resist or narrow such request or to assure the confidentiality of such records in the hands of any party to whom they may be disclosed.

12. The Foundation shall report to the University at the earliest practical time the planned purchase or other acquisition by the Foundation of any real estate. The University, in accordance with the University Guidelines, shall report each individual purchase by the Foundation of any real estate for a price in excess of \$250,000 and the acceptance by the Foundation of each individual gift of real estate estimated to have a fair market value in excess of \$250,000. The reports shall be prepared annually and published as a part of the University's financial report or supporting schedules document.
13. The parties further mutually agree:
 - a. That the term of this contract shall begin on July 1, 2020, and extend through June 30, 2021 and shall automatically renew from year to year thereafter for a maximum total contract period of five years unless either party shall give notice of non-renewal to the other party in writing at least ninety (90) days prior to the expiration of the original term or any renewal term of this contract. Any such notice to the University shall be given to the Director of Purchasing, Eastern Illinois University, 600 Lincoln Avenue, Charleston, IL.61920, and any such notice to the Foundation shall be given to the President of the Foundation, Neal Welcome Center, 860 W. Lincoln Avenue, Charleston, IL. 61920.
 - b. Any revisions in this contract for any renewal year shall be cooperatively negotiated by the parties and reduced to writing at least ninety (90) days prior to expiration of the original term or any renewal term of this contract. In the event this contract or any renewal thereof is terminated by either party, The Foundation shall provide for the orderly transfer to the University, or such other entity as the University may designate, of all assets and responsibilities of the University pursuant to Section 10-45(a)(6) of the Eastern Illinois University Law.
 - c. That specific projects or activities not already covered by this contract may be agreed upon between the parties in writing as an amendment to this contract, which shall constitute a portion of this contract as though originally contained herein.
14. "The parties understand that various certifications, terms and conditions set forth in this contract are based on specific laws and regulations, some of which may not apply to the Foundation or to the performance of this contract. The inclusion of any such certification, term or condition that is not otherwise applicable to the Foundation or to this contract is not intended to enlarge the scope or application of the cited law or regulation or to impose upon the Foundation any obligation not required by law or regulation."

Terms and Conditions:

All contracts shall be in full compliance with the Illinois Procurement Code, 30 ILCS 500, and the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education, 44 Ill. Adm. Code 4.

ALTERATION/MODIFICATION OF ORIGINAL DOCUMENTS: Vendor certifies that no alterations or modifications may be made to the original content of this bid, request for proposal (RFP) or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternate or exceptions (whether to products, services, terms, conditions or other procurement document subject matter) are apparent and clearly noted in the offered response. The vendor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.

ASSIGNMENT AND SUBCONTRACTING (30 ILCS 500/20-120): Any contract may not be assigned or transferred in whole or in part by vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the contract. All subcontracts must include the same certifications and disclosures that vendor must make as a condition of their contract.

AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason; (2) the Governor decreases the department's funding by reserving some or all of the department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

BUSINESS ENTERPRISE PROGRAM (BEP) (P.A. 87-701): A minority owned business is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock which is owned by one or more minority persons and the management and daily operations of which are controlled by one or more of the minority individuals who own it. Minority shall mean a person who is a citizen or lawful permanent resident of the U.S. and who is Black, Hispanic, Asian American, American Indian, Alaskan Native, female or qualified disabled person. For clarification of ethnic categories, contact the BEP of the Illinois Department of Central Management Services (CMS).

CONFLICTING DOCUMENTS: In the event of a conflict between the contract certifications and the contract or purchase order, whichever may be the case, contract certifications shall control.

GOVERNING LAW: All contracts shall be governed and constructed in accordance with the laws of the State of Illinois. Venue shall be in Coles County, Illinois.

INDEMNIFICATION: The vendor shall defend, indemnify, keep and save harmless the Board of Trustees, its board members, representatives, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, performance of work under a contract by contractor or their subcontractors to the full extent which would render these provisions void or unenforceable. In event of any such injury (including death) or loss or damage, or claims therefore, contractor shall give prompt notice to owner.

PREVAILING WAGE (820 ILCS 130/3 et. seq.): When applicable, all vendors must include payment of prevailing wages to all workers, in accordance with the Illinois Department of Labor, Rules and Regulations and the current Coles County Prevailing Wage rate table for Coles County, Illinois.

PRINTING SERVICE (50 ILCS 520/10 & 30 ILCS 500/25-60): If order is \$2,000 or more, employees producing the printing shall receive the prevailing wage rate and be working under conditions prevalent in the locality where the work is to be performed. Unless otherwise indicated, printing must be produced using soybean oil-based ink.

RECORDS RETENTION (30 ILCS 500/20-65): The vendor (and any subcontractors) shall maintain, for a minimum of three years after completion of contract, adequate books, records and supporting documents to verify amounts, receipts and uses of all disbursements of funds passing in conjunction with this contract. Records shall be available for review and audit by the Auditor General. If this order is funded from contract/grant funds provided by the U.S. Government, the order, books and records shall be

available for review and audit by the Auditor General of the U.S. and/or the Inspector General of the federal sponsoring agency. The vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, CPO, internal auditor and the purchasing agency. Failure to maintain records required by this provision shall establish a presumption in favor of the State for recovery of any funds paid by the State under contract for which adequate records are not available to support their purported disbursement.

RECYCLED MATERIALS (30 ILCS 500/45-20): When a public contract is to be awarded to the lowest responsible vendor, an otherwise qualified vendor who shall fulfill the contract through the use of products made of recycled materials may, on a pilot basis or in accordance with a pilot study, be given preference over other vendors unable to do so, provided that the cost included in the bid of products made of recycled materials is not more than 10% greater than the cost of products not made of recycled materials.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT (P.A. 095-0635): The vendor certifies that it is in compliance with this Act. The Act requires, in part, that a written substance abuse prevention program which meets or exceeds the program requirements of the Act be filed with EIU prior to commencement of any work. The Act also requires the program to be made available to the general public. The provisions of the Act apply only to the extent that there is not a collective bargaining agreement in effect dealing with the subject matter of the Act.

NOTE: EIU pays all invoices pursuant to the State of Illinois Prompt Payment Act (30 ILCS 540).

EIU Small Purchase Certifications must be completed when responding to an EIU Request for Quote (RFQ) if the vendor is **not** registered in the Illinois Procurement Gateway (IPG) and **does not have** a current IPG Registration Number with an unexpired date.

If the vendor **is** registered in the Illinois Procurement Gateway (IPG) and **does have** a valid unexpired IPG registration number, the vendor may complete and submit **Form B** with their response which can be found at <http://www.illinois.gov/cpo/HigherEd/Documents/Form B.docx>.

To verify registration, go to the Illinois Procurement Gateway and search the Registered Vendor Directory. If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration. You must submit with your solicitation response the information requested on the EIU Small Purchase Certifications until you receive an approval with your registration number and expiration date.

Failure to provide the applicable EIU Small Purchase Certifications or Form B may render the submission non-responsive and result in disqualification.

1. Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

If the contract extends over multiple fiscal years, including the initial term and all renewals, vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1.1. As part of each certification, vendor acknowledges and agrees that should vendor or its subcontractors provide false information, or fail to be or remain in compliance with the standard certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

1.2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3

1.3. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current vendor providing the services covered by this contract and the

employees of that vendor who provided those services are covered by a collective bargaining agreement, vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

- 1.4. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other state, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5
- 1.5. If vendor has been convicted of a felony, vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10
- 1.6. If vendor or any officer, director, partner, or other managerial agent of vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
- 1.7. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e)
- 1.8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State, or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60
- 1.9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
- 1.10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
- 1.11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
- 1.12. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517
- 1.13. **This applies to construction, reconstruction, alteration, repair or maintenance of public works.** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565
- 1.14. Drug Free Workplace
 - 1.14.1. If vendor employs 25 or more employees and this contract is worth more than \$5,000, vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 1.14.2. If vendor is an individual and this contract is worth more than \$5,000, vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580
- 1.15. **This applies to contracts over \$10,000.** Vendor certifies that neither vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582
- 1.16. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
- 1.17. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584

- 1.18. **This applies to information technology contracts and is otherwise not applicable.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa . 30 ILCS 587
- 1.19. **This applies to contracts that were let for bid.** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33E-3, 33E-4
- 1.20. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring, for that same purpose, any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 1.21. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37
- 1.22. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43
- 1.23. Vendor certifies it is not a State of Illinois employee nor the spouse or minor child of any state employee. 30 ILCS 500/50-13

2. Business Information

Is your company at least 51% owned and controlled by individuals in one of the following categories? If “Yes,” please check the category that applies:

- | | |
|--|--|
| <input type="checkbox"/> Veteran (30 ILCS 500/45-57) | <input type="checkbox"/> American Indian or Alaska Native |
| <input type="checkbox"/> Small Business (30 ILCS 500/45-45) | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Female (30 ILCS 575/2(A)(2) & (4)) | <input type="checkbox"/> Black or African American |
| <input type="checkbox"/> Disadvantaged (49 CFR 26) | <input type="checkbox"/> Hispanic or Latino |
| <input type="checkbox"/> Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) | <input type="checkbox"/> Native Hawaiian or Pacific Islander |

3. Taxpayer Identification Number

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the D/B/A on the business name line and enter the owner’s SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name/Business Name: _____

Employer Identification Number or Social Security Number: _____

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |

- Legal Services Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services

- Pharmacy (Non-Corp.)
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Limited Liability Company
(select applicable tax classification)
 - D = disregarded entity
 - C = corporation
 - P = partnership

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representatives as of the day and year first above written.

Board of Trustees of
Eastern Illinois University

Eastern Illinois University Foundation

By: _____
Dr. David M. Glassman,
President
Eastern Illinois University

By: _____
Ms. Cindra Stiff,
President
Eastern Illinois University Foundation

Date: _____

Date: _____

It is recommended that the Board of Trustees approve this Foundation Master Contract.

J. Annual Meeting: Election of Officers

The April meeting is the annual meeting for the Board.

The following Officers will be elected for one-year terms:

- Chair
- Vice Chair
- Secretary
- Member Pro Tem

Eastern Illinois University's law, 110 ILCS 665/10-25, provides for secret ballots for the Board Chair and Secretary. During the appropriate time at the meeting, each member will forward their vote to Laura McLaughlin at either lmclaughlin@eiu.edu or 314-304-5600 (cell).

The Vice Chairperson and member pro tem of the Executive Committee will be selected by a roll call vote.

INFORMATION ITEMS

A. President's Report

B. Reports from Constituencies

Faculty Senate – C.C. Wharram

C. Summary of Purchases \$100,000 - \$249,000

<u>Vendor</u>	<u>Type of Purchase</u>	<u>Bids</u>	<u>Amount</u>
Meadowbrook Meat Company (Previously McLane Food Service)	Sole Source for Chick-Fil-A	A	\$150,000.00

(A) IPHEC Contract # BP018775; Exempt per V.B.1.d. of Board Regulations

D. FY 2020 Deposit and Investment Report

Eastern Illinois University
Deposit and Investment Report
For the Quarter Ending March 31, 2020

Operating Funds Investment Performance:

	Quarterly	FY to Date
Average Daily Cash Balance	\$ (2,984,865.19)	\$ (2,967,729.87)
Average Daily Invested Balance	61,152,212.90	53,451,700.32
Net Average Daily Balance	<u>\$ 58,167,347.71</u>	<u>\$ 50,483,970.45</u>
Total Interest Earned on Investments	<u>\$ 220,083.56</u>	<u>\$ 706,141.01</u>
Percentage of Net Average Daily Balance Invested	<u>105.13%</u>	<u>105.88%</u>
Annualized Average Yield	<u>1.45%</u>	<u>1.76%</u>
Benchmark - 90 Day Treasury Bill	<u>1.08%</u>	<u>1.56%</u>

Summary of Investments:

EIU invests primarily in the Illinois Funds. The Illinois Funds consist primarily of repurchase agreements, commercial paper and money market funds. EIU investments may also include U.S. Treasury Notes, Government Agencies (e.g., Federal Home Loan Bank, FNMA, etc), Money Market Funds, Depository Accounts and Commercial Paper. Earnings rates for the quarter ranged from .97% to 1.74%

University/Foundation/Alumni/Agency General Ledger Cash by Major Category:

Local Accounts/Athletics/Student Governed Funds/Reserves	\$ 5,262,283.20
Student Insurance Fund/Departmental Equipment Reserves	12,952,575.08
Alumni/Foundation Funds Held by the University	12,542,394.29
Construction Funds/Capital Projects	11,107,845.56
Income Fund Tuition	12,373,086.44
Gifts with Donor Restrictions for Departments	3,684,104.18
Housing/Student Life Construction/Repair/Replacement Reserve	1,773,002.68
Housing/Student Life Operating Funds	3,075,854.51
Student Loan/Work Study Funds	903,322.37
Research and Grant Funds	374,349.75
Parking/Lounge Operating Funds	449,741.64
Endowment Funds	425,709.99
Funds Held for Clubs/Organizations	129,145.20
Scholarships Receivable	(666,205.92)
General Revenue Funds Due From the State of Illinois	(15,010,503.81)
Total Cash Balance March 31, 2020	<u>\$ 49,376,705.16</u>

D. FY 2020 Deposit and Investment Report (Cont.)

Endowment Funds Investment Performance:

		Quarterly		FY to Date		
	1/1/20	\$	5,681,485.77	7/1/19	\$	5,491,358.30
Previous Portfolio Market Value						
Interest and Dividends Income Reinvested			11,534.93			107,786.63
Change in Value of Investments			(485,795.44)			(397,449.40)
Contributions			-			-
Withdrawal to Earnings			(92,262.88)			(92,262.88)
Farm Interest Dividends			335.16			1,029.46
Farm Income/Expense Net			29,108.37			33,943.80
Present Portfolio Market Value	3/31/20	\$	<u>5,144,405.91</u>	3/31/20	\$	<u>5,144,405.91</u>

Endowment Funds Asset Allocation

Schwab Institutional Brokerage Account:

	Market Value		Market Value			
	3/31/20		3/31/19			
Equity Funds:						
Brookfield Global	\$	61,371.65	\$	81,808.81		
John Hancock Global Absolute		240,691.70		239,248.39		
Morgan Stanley Intl		168,424.18		195,504.00		
Principal Diversified		92,369.90		108,440.00		
Touchstone Intl Small Cap.		52,336.88		73,948.05		
Vanguard Developed Markets		333,451.56		395,996.97		
Vanguard Dividend Appreciation		92,527.45		96,466.39		
Vanguard Emerging Markets		102,063.66		125,181.85		
Vanguard Total Stock Market		353,812.42		389,824.20		
Vanguard 500 Index Fund		331,066.89		356,036.00		
Vaughan Nelson Value		64,671.33		79,112.46		
Total Equity Funds		\$ 1,892,787.62		\$ 2,141,567.12		
Bond Funds:						
Doubleline Total Return	\$	81,152.63	\$	78,811.46		
JPMorgan Core Bond		194,880.68		180,761.74		
Metropolitan West Total		197,639.84		182,723.10		
Vanguard Intermediate Term		182,009.91		256,423.86		
Total Bond Funds		655,683.06		698,720.16		
Cash Funds:						
Schwab Money Market Fund/Cash		2,135.27		2,099.40		
Total Schwab Institutional Brokerage Acct:		\$ 2,550,605.95		\$ 2,842,386.68		
Buckler Farm Assets:						
Cash or Equivalent Operating Funds	\$	107,674.96	\$	106,248.95		
Co-op Stock		1,125.00		1,758.53		
Farmland		2,485,000.00		2,555,000.00		
Total Buckler Farm Assets		2,593,799.96		2,663,007.48		
Total Endowment Assets		\$ 5,144,405.91		\$ 5,505,394.16		
Return of Schwab Institutional Brokerage Account	Quarterly		-15.5%	FY to Date		-10.2%

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E. University Highlights

From January 12 to April 10, 2020

These are summary highlights. A full list of news items is always available at <http://castle.eiu.edu/media/>.

Golden Apple, Eastern Illinois University, Regional Office of Education #39 partner to address Illinois' teacher shortage -- Jan-14

Golden Apple, Eastern Illinois University, and the Regional Office of Education #39 have announced an innovative partnership that will directly address the current and looming teacher education shortage across Illinois. Eastern Illinois University (EIU) and the Regional Office of Education #39 (ROE 39) will be two of Golden Apple's primary partners in the program's inaugural year.

Capital Development Board releases funds supporting EIU's new science building -- Jan-24

Eastern Illinois University officials learned yesterday that the State of Illinois has released more than \$11.8 million in planning funds to facilitate the development of the university's long-awaited new science building.

EIU enrollment increases another 2 percent -- Jan-29

After reporting a seven percent increase in spring-to-spring enrollment a year ago, Eastern Illinois University's spring enrollment has once again jumped approximately two percent in 2020.

EIU partners with CUSD-1 to focus on competency-based education -- Feb-05

Eastern Illinois University is partnering with Charleston Community Unit School District 1 to enhance competency-based learning approaches and outcomes in the dynamic and evolving K-12 classroom environment.

EIU names Bonnekesen next College of Liberal Arts and Sciences dean -- Feb-10

Eastern Illinois University has named Dr. Barbara Bonnekesen as the next dean of the university's newly combined College of Liberal Arts and Sciences.

EIU names Henderson next College of Education dean -- Feb-10

Eastern Illinois University has named Dr. Laretta Henderson as the next dean of the university's esteemed College of Education.

EIU recognizes more than 700 undergraduates on Fall 2019 Deans' List -- Feb-25

Eastern Illinois University proudly recognizes more than 700 undergraduates who have met the criteria for the Fall 2019 Deans' List honor.

EIU names Sean Reeder Vice President for Business Affairs Mar-11

Eastern Illinois University has announced Sean Reeder as the university's next Vice President for Business Affairs.

* A collection of EIU-related organizational messaging on its COVID-19 response is available at <https://www.eiu.edu/covid/emails.php>.

E. University Highlights (Cont.)

From January 12 to April 10, 2020

Provided is an abridged, composite summary of positive news headlines that has been gathered from an online analytic tool, allowing for a more concentrated media snapshot.

- Illinois releases \$500 million for U of I-led technology innovation network; Eastern Illinois University one of the hubs (JGTC)
- State releases \$11.8 million to start Eastern Illinois University science building project (JGTC)
- Eastern Illinois University part of effort to address Illinois teacher shortage (JGTC)
- Eastern Illinois University announces deans of liberal arts, education colleges (JGTC)
- HONOR ROLLS: Eastern Illinois University Dean's List; Charleston Middle School (JGTC)
- Eastern Illinois University names new VP for business affair (JGTC, myradiolink.com)
- Eastern Illinois University's spring student enrollment figures increase 2 percent; Marks third consecutive spring enrollment increase (JGTC)
- Charleston High students compete in Eastern Illinois University Academic Challenge (JGTC)
- EIU Glow Polar Plunge to benefit Special Olympics Illinois (JGTC)

*** A collection of EIU-related organizational messaging on its COVID-19 response also has appeared in a variety of news outlets during this time frame.**

F. Other Matters

G. Public Comment