



**Report  
to the  
Board of Trustees  
Meeting**

January 22, 2026

## **EIU'S MISSION STATEMENT**

**Eastern Illinois University is a public comprehensive university that offers superior, accessible undergraduate and graduate education. Students learn the methods and results of free and rigorous inquiry in the arts, humanities, sciences, and professions, guided by a faculty known for its excellence in teaching, research, creative activity, and service. The University community is committed to diversity and inclusion and fosters opportunities for student-faculty scholarship and applied learning experiences within a student-centered campus culture. Throughout their education, students refine their abilities to reason and to communicate clearly so as to become responsible citizens and leaders.**



## **ADMINISTRATIVE STAFF**

President	Dr. Jay D. Gatrell
Acting Provost and Vice President for Academic Affairs	Dr. Holly Farley
Vice President for Business Affairs	Mr. Matthew J. Bierman
Vice President for Student Affairs	Dr. Anne G. Flaherty
Vice President for University Advancement	Ms. Mindy Spencer
Vice President for Enrollment Management	Mr. Josh Norman
Director of Business Services/Treasurer	Mr. Mike Hutchinson
General Counsel	Mr. Austin Hill
Dean, College of Liberal Arts and Sciences	Dr. Barbara Bonnekessen
Dean, Lumpkin College of Business and Technology	Dr. Austin Cheney
Dean, College of Education	Dr. Laretta Henderson
Dean, College of Health & Human Services	Dr. John R. Storsved
Dean, Honors College	Dr. Richard England
Dean, Library Services	Mr. Brian Keith
Dean, Student Success	Dr. Michael Gillespie
L.M. Hammond Dean, Graduate School & Vice Provost for Sponsored Research	Dr. Angela S. Jacobs
Dean of Students	Mr. Jody Stone

**EASTERN ILLINOIS UNIVERSITY**  
**BOARD OF TRUSTEES**

**AGENDA**

January 22, 2026

Grand Ballroom 1:00 p.m.

Martin Luther King, Jr. University Union  
Eastern Illinois University  
Charleston, IL 61920

11:30 a.m.      I.    Call to Order and Roll Call

                  II.   Executive Session (*If voted upon by the Board in accordance with the Illinois Open Meetings Act.*)

1:00 p.m.      III.   Reports

                  A.    Report from the Board Chair

                  B.    Committee Reports

                  IV.   Action Items

                  A.    Approval of Minutes for November 13, 2025 Meeting

                  B.    Purchase Approvals

                    1.   Cooling Tower at Lawson – Modification

                    2.   Thomas Hall Renovation Construction Document Design

                  C.    Master Contract between EIU and EIU Foundation Board

                  D.    Transfer Lease of Baber Woods to Grand Prairie Friends

                  E.    New Program – General Studies, A.A.

                  V.    Information Items

                  A.    President's Report: EIU Observatory, Dr. Robert Strausbaugh

                  B.    Reports from Constituencies

                  C.    Summary of Purchases \$100,000 - \$249,999

                  D.    Deposit & Investments Report for Quarter Ending 12.31.25

                  E.    Financial Aid Summary, FY25

                  F.    University Highlights

                  G.    Other Matters

                  H.    Public Comment

                  IV.   Adjournment

***To learn more about the procedures for public comment, please visit:***

**<https://www.eiu.edu/trustees/regulation01.php#:~:text=At%20the%20end,to%20the%20Board>**

**BOT Committee Meetings:**

09:00 – 09:30 a.m. Executive/Planning Committee

09:30 – 10:00 a.m. Finance/Audit Committee

10:15 – 10:45 a.m. Academic and Student Affairs Committee

10:45 – 11:15 a.m. University Advancement and Alumni Relations Committee

11:15 – 11:30 a.m. Enrollment Management Update

**Executive Session**

11:30 – 12:00 p.m. Executive Session – MLK, Jr. University Union Grand Ballroom

**Lunch**

12:00 – 1:00 p.m. Lunch in MLK, Jr. 1895 Room

### **III. REPORTS**

#### **A. Report from the Board Chair**

#### **B. Committee Reports**

##### **Executive/Planning Committee**

Christopher Hicks, Chair

##### **Finance/Audit Committee**

Timi Ngoboh, Chair

##### **Academic/Student Affairs Committee**

Julie Everett, Chair

##### **University Advancement/Alumni Relations Committee**

Bernie Ranchero, Chair

##### **Civil Service Merit Board**

Barb Baurer, Chair

##### **Board Regulations**

Executive/Planning Committee

Note: All trustees are members of all committees.

**Action Item A: Approval of Minutes for November 13, 2025 Meeting**

**MINUTES OF THE MEETING OF THE  
BOARD OF TRUSTEES OF  
EASTERN ILLINOIS UNIVERSITY  
CHARLESTON, ILLINOIS**

**November 13, 2025**

A meeting of the Board of Trustees was convened on November 13, 2025, at 11:00 am in the Dvorak Concert Hall of the Doudna Fine Arts Center, Eastern Illinois University, Charleston, Illinois. Mr. Chris Hicks, Chair, presided.

**Roll Call**

Roll was called:

Ms. Bauer	Present
Ms. Everett	Present
Ms. Madigan	Present
Mr. Ngoboh	Present
Dr. Ranchero	Present
Ms. Veatch	Present
Mr. Hicks	Present

Also present were the following:

Dr. Jay Gatrell, President  
Dr. Holly Farley, Acting Provost and Vice President for Academic Affairs  
Mr. Matt Bierman, Vice President for Business Affairs  
Mr. Mike Hutchinson, Director of Business Services/Treasurer  
Ms. Mindy Spencer, Vice President for University Advancement  
Mr. Austin Hill, General Counsel  
Ms. Cindy Hutchison, Assistant Secretary, Board of Trustees

**Executive Session**

Ms. Madigan moved that the Board of Trustees convene in Executive Session to consider employment of employees, collective negotiating matters and executive session minutes as permitted by Section 2.C.1, 2 and 21 of the Open Meetings Act. Ms. Bauer seconded the motion. By unanimous vote, motion carried.

## **Action Item A: Approval of Minutes for November 13, 2025 Meeting**

Ms. Madigan moved to return to the Open Session. Ms. Baurer seconded the motion. By unanimous vote, motion carried.

The Board of Trustees reconvened after lunch at 1:00 pm in the Dvorak Concert Hall of Doudna Fine Arts Center for the remainder of the Board of Trustees meeting.

### **Report from Board Chair**

Chair Hicks opened the meeting with a welcome to all in attendance. He acknowledged the current fiscal environment across higher education and the impact of the recent staffing reductions to our colleagues across campus. Chair Hicks stated that change is essential to remain competitive and flourish within a rapidly shifting higher education environment and the difficult decisions made by the leadership team reflect a sustained commitment to safeguarding the university's future and its critical mission. The Board is confident that the leadership team and faculty can navigate the current fiscal challenges in a fashion that ensures our university remains a viable, relevant, and fiscally sound institution that continues to serve students, power social mobility, and advance our mission.

Chair Hicks also thanked Athletic Director, Tom Michael, for his leadership in the face of NIL (Name, Image, Likeness) and the changing environment we are experiencing in college athletics.

### **Committee Reports**

#### **Executive/Planning Committee**

Mr. Hicks shared President Gatrell's Springfield update noting the 2% kept in reserve will not be forthcoming.

President Gatrell also shared that Tennessee Tech and the University of Arkansas at Little Rock are both leaving the OVC in 2026. This will leave 8 members in the OVC, Big South partnership. OVC commissioner Beth DeBauche resigned effective October 23, 2025, and a search to replace her is to be launched.

A recent safety incident that was deemed a hoax has prompted a review of timely and accurate communication. Chief Gamboa and administration will be meeting in December to regroup and learn from this. The text messaging system will be moving from an opt in to an opt out model.

General Counsel Austin Hill will be leaving EIU at the end of January 2026.

#### **Finance/Audit Committee**

Mr. Ngoboh reported on VP Bierman's update and Mike Hutchinson's line-item status report. VP Bierman reviewed the two purchase approvals: Campus Trash and Disposal Services Contract and Lawson Cooling Tower Replacement. An update was given on the utility tunnel rehabilitation

## **Action Item A: Approval of Minutes for November 13, 2025 Meeting**

project. Bids came in over budget, and additional funds are being requested from the state. VP Bierman is optimistic that we will receive them. Construction is slated to begin January 2026. The project to install lights at Frost Field is under way and should be completed by the end of the semester. The science building project continues to move forward and is scheduled to go out for bid between December 2025 and February 2026. Plans to renovate Thomas Hall and Pemberton are also moving forward.

### **Academic and Student Affairs Committee**

Ms. Everett shared VP Farley's update for Academic Affairs concerning restructuring. Restructuring proposals are due to the dean and provost by November 21, 2025, and dean feedback due to the provost by December 5, 2025. In January 2026 the provost and president will present the final restructuring proposal to campus and then bring to the Board of Trustees for vote at the April 2026 meeting.

Ms. Everett shared VP Flaherty's update for Student Affairs. Panther Shuttle is now offering point of service. One shuttle bus is being used to deliver students to requested locations within the route, while the other bus follows a designated route. Point of service is limited to Charleston and Amtrak in Mattoon. Students are required to fill out a machform found on the Panther Express Shuttle webpage to make a reservation for a ride.

### **University Advancement and Alumni Relations Committee**

Dr. Ranchero shared VP Spencer's update from University Advancement and Alumni Relations. We are currently in the planning phase of the campaign with the anticipated future timeline for the campaign as follows: Silent – FY27; Public – FY29; Celebration – FY31/32. VP Spencer gave a Raiser's Edge update, and she shared the staffing assignments and current portfolios for her development team. 3178 gifts have been received to date in FY26 totaling \$2,429,219 which includes 345 new donors.

Homecoming and the alumni dinner on Friday were both successful. The Alabama football game's tailgate is sold out, and a new alumni event location is being added in Seattle, WA. Year-end solicitations will go out next week and Giving Blue Day will be included with the President's Appeal.

### **Enrollment Management Update**

Mr. Hicks shared VP Norman's update for Enrollment Management. The Veterans Day Open House was well attended. Housing applications are up 10%, honors deposits up 14% and transfer applications have increased as well. New Interest Awards are helping to attract new students to EIU. REUP initiative identified 6342 potential returning learners from Fall 2007 to Summer 2024. EIU will engage with these students who have stopped out and encourage reenrollment. To date, College Vine AI Recruiter has generated 16,119 inquiries, 7130 applications and 3052 admits.

VP Norman expressed gratitude to the board for supporting his participation at Freshman Connection in Dallas, TX. He will be launching Veteran Connection here at EIU in Fall 2026, offering a mentorship for our veteran students to increase retention.

## Action Item A: Approval of Minutes for November 13, 2025 Meeting

### Action Items

- A. Ms. Madigan moved to approve the minutes of the September 11, 2025 board meeting. Ms. Everett seconded the motion. By unanimous vote, motion carried.
- B. Dr. Ranchero moved to approve the executive session minutes for 11/7/2024, 1/23/2025, 4/17/2025, 6/12/2025, and 9/11/2025 and for them to remain confidential except for redacted minutes for April 17, 2025 and September 11, 2025 – these will be posted on the website. Ms. Everett seconded the motion. By unanimous vote, motion carried.
- C. Ms. Bauer moved to approve the Honorary Degree, Doctor of Public Services for Keith Kohanzo. Ms. Bauer seconded the motion. By unanimous vote, motion carried.
- D. 1. Ms. Bauer moved to approve the purchase approval Trash Pick-Up and Disposal Services. This contract includes all equipment, labor and materials for trash collection and disposal services for the period beginning the date of execution through June 30, 2027. Cost not to exceed \$2,166,530 (based upon initial term and renewal options). Recommended vendor: Rumpke Waste Services of Illinois, Inc. Ms. Madigan seconded the motion.

Roll was called and the vote was as follows:

Ms. Bauer	Yes
Ms. Everett	Yes
Ms. Madigan	Yes
Ms. Veatch	Yes
Mr. Ngoboh	Yes
Dr. Ranchero	Yes
Mr. Hicks	Yes

2. Ms. Everett moved to approve the purchase approval Lawson Cooling Tower Replacement. The cooling tower on the roof of Lawson Hall is at the end of its useful life. It is one of six that is used to reject heat from our chilled water loop used to cool campus buildings. Delay in replacing it could cause it to fail and the campus chilled water system would not be able to keep up with the demand, impairing cooling. The unit experienced a failure last May which required interim repairs to keep it operational. Cost not to exceed \$600,000. Recommended vendor to be decided. Ms. Bauer seconded the motion.

Roll was called and the vote was as follows:

Ms. Bauer	Yes
Ms. Everett	Yes

## **Action Item A: Approval of Minutes for November 13, 2025 Meeting**

Ms. Madigan	Yes
Ms. Veatch	Yes
Mr. Ngoboh	Yes
Dr. Ranchero	Yes
Mr. Hicks	Yes

E. Ms. Madigan moved to approve the Non-Indentured and Indentured Reserves. Ms. Everett seconded the motion. By unanimous vote, motion carried.

## **Information Items**

### **President's Report**

President Gatrell introduced Mr. Tom Michael who gave an update on Intercollegiate Athletics.

Mr. Michael shared that student athletes can transfer as often as they like, making loyalty to a program and institution much more difficult to find. 74 student athletes entered the transfer portal last academic year and 71 of the incoming class came from the portal. Football alone has 53 new individuals on the team this year. In July EIU made the decision to opt in to the parameters set forth in the House vs NCAA settlement. This allowed EIU to grandfather student athletes for our rosters and provide revenue share opportunities with student athletes, having those payments come directly through the institution.

Over the past spring and summer, Mr. Michael represented EIU as one of four athletic directors in D1. He contributed to a working group designed to change the governance structure in Division 1.

For the past academic year, student athletes averaged a 3.33 department GPA for all sports with 21% holding a 4.0 GPA each semester. Men's Cross Country won the academic achievement award in the OVC. Other team awards: Softball had the 6<sup>th</sup> highest GPA among D1 programs; Volleyball earned the AVCA Team Academic Award; Women's Soccer – United Soccer Coaches Team Academic Award; Women's Basketball – WBCA Team Honor Roll Special Mention. The Student Athlete Advisory Committee raised over \$3000 for Shriners Hospital, raised over \$600 to send a veteran to the OVC Basketball Championship, and logged over 2000 community service hours in the Charleston/Mattoon area.

Mike Murray will officially retire at the end of December and Mr. Michael expressed his gratitude for all the work he has done for EIU.

## **Reports from Constituencies**

## Action Item A: Approval of Minutes for November 13, 2025 Meeting

Faculty Senate – Mr. Todd Bruns shared updates from Faculty Senate meetings where the following were discussed: IT issues; VSIP and non-renewals; department mergers; Division 1 vs 2 athletics; Distinguished Service Award; and campus safety.

Student Senate – Ms. Claire Weber shared executive board members attended the American Student Government Association Conference in Chicago on October 25. She also shared there are currently 13 senators; 6 approved RSO's; and 117 active RSO's. Three SGA resolutions were authored and passed concerning the layoffs and a referendum to remove the text "The Vice President of Student Affairs shall be responsible for Diversity in Action Council and Diversity, Equity, and Inclusion Week". This has gone to the Student Body twice as of November 5 and failed twice.

Current projects include surveys to collect opinions regarding D2L; RSO funding; Student Action Team preparation for Student Lobbying Day; working with SAAC and athletics to discuss bringing a chapter of Morgan's Message to EIU.

### **Summary of Purchases \$100,000 - \$249,999 and Exempt Purchases**

<b>Vendor</b>	<b>Type of Purchase</b>	<b>Bids</b>	<b>Amount</b>
Alliant Insurance Services Inc.	Property Insurance	(A)	\$790,929.00
Musco Corporation	Baseball Field Lighting	(B)	\$770,000.00
University of Illinois	Electronic Library Resources	(C)	\$350,000.00
Dell Marketing LP	Campus Computer Purchases	(D)	\$300,000.00
Marsh USA	ELL Insurance	(E)	\$214,190.00
CORE Construction	Thomas Hall Renovation Design	(F)	\$194,085.00
United Rentals North America	80 Ft. Articulating Lift	(G)	\$177,134.00
Mythics LLC	Electrician Services	(H)	\$170,779.76
Southern Bus & Mobility	2 Shuttle Buses	(I)	\$168,000.00
EAB Global	Student Retention Platform	(J)	\$168,000.00
HD Supply Facilities Maintenance	MRO Products	(K)	\$108,106.00
Laner Muchin LTD	Legal Services	(L)	\$100,000.00

- (A) IPHEC Contract #IPHEC2101; Exempt per VB1d of Board Regulations
- (B) IPHEC Contract #2402GAL; Exempt per VB1d of Board Regulations
- (C) Intergovernmental Agreement
- (D) IPHEC Contract #IPHEC2207; Exempt per VB1d of Board Regulations
- (E) IPHEC Contract #INSUREFY18R; Exempt per VB1d of Board Regulations
- (F) IPHEC Contract #IPHEC1708; Exempt per VB1d of Board Regulations
- (G) IPHEC Contract #IPHEC1710; Exempt per VB1d of Board Regulations
- (H) IPHEC Contract #IPHEC1807; Exempt per VB1d of Board Regulations
- (I) Invitation for Bid (IFB) # EIUMJT2508
- (J) IPHEC Contract #IPHEC2222; Exempt per VB1d of Board Regulations

## **Action Item A: Approval of Minutes for November 13, 2025 Meeting**

(K) IPHEC Contract #188GAL; Exempt per VB1d of Board Regulations  
(L) IPHEC Contract #IPHEC2009; Exempt per VB1d of Board Regulations

### **Deposit & Investment Report for the Quarter ended 9-30-2025**

For the quarter ending September 30, 2025, the University had an average daily invested cash balance of \$97,199,755.25 and a net average daily balance of \$94,440,716.87. The annualized average yield was 4.41%.

### **FY25 Income Producing Grants and Contracts**

FY2025 income producing contracts valued at \$10,000 or more totaled \$3,253,615 compared to \$2,585,617 in FY2024. FY2025 income producing contracts valued at \$10,000 or less totaled \$236,497.

### **FY25 Tuition Waivers**

FY2025 undergraduate tuition waivers averaged \$5720 for 1701 undergraduate students and graduate tuition waivers averaged \$4387 for 598 graduate students.

### **University Highlights**

University Highlights were provided as well as spotlight events around campus, student/faculty/staff/alumni honors and achievements, athletic events and honors.

### **Other Matters – None**

### **Public Comment**

The following individuals provided public comment:

- Mary Sam Laingen
- Kensi Kelsen
- Sharon Dubosky
- Andrew Parish
- Jill Rennels-Hutti
- Lydia Craig
- Carolyn Bates

*To learn more about the procedures for public comment, please visit:*

<https://www.eiu.edu/trustees/regulation01.php#:~:text=At%20the%20end,to%20the%20Board>

**Adjournment** – The meeting was adjourned at 2:33 p.m.

## Action Item B.1. Cooling Tower at Lawson - Modification

<b>Purchase Item:</b>	Lawson Cooling Tower Replacement Increase
<b>Description / Explanation:</b>	The cooling tower on the roof of Lawson Hall is at the end of its useful life. It is one of six that is used to reject heat from our chilled water loop used to cool campus buildings. Delay in replacing it could cause it to fail and the campus chilled water system would not be able to keep up with the demand, impairing cooling. The unit experienced a failure last May which required interim repairs to keep it operational. IFB EIUMDB2603 was conducted in accordance with 30 ILCS 500. The lowest bidder, including alternates and contingencies, is higher than estimated. While Alternates #1 and #4 can be deferred to a later project date, Alternates #2 and #3 need to be addressed. The lowest bid for base bid, Alternates #1 and # 2, is \$728,712.00. We would like to include a 10% contingency, bringing the total amount to \$801,583.00.
<b>Cost:</b>	NTE \$801,583.00
<b>Recommended Vendor:</b>	A&R Mechanical Contractors, Inc.
<b>Summary of Bids:</b>	IFB EIUMDB2603 was conducted in accordance with 30 ILCS 500.
<b>BEP Goals:</b>	A&R Mechanical Contractors, Inc. has provided Participation Agreements totaling 30% BEP Participation on this project.
<b>Fund Source:</b>	Utility Auxiliary Enterprise Funds

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

## Action Item B.2. Thomas Hall Renovation Construction Document Design

<b>Purchase Item:</b>	Thomas Hall Renovation Construction Document Design
<b>Description / Explanation:</b>	Thomas Hall requires partial renovation to improve student retention and recruitment. We intend to use CORE Construction for this project under IPHEC1708. This is the second part of the overall Job Order Contracting project. Per V.B.1.d of the Board Regulations, purchases from vendors awarded via IPHEC do not require Board approval, however we would like full Board consideration due to the size of the scope.
<b>Cost:</b>	NTE \$1,100,000.00
<b>Recommended Vendor:</b>	CORE Construction
<b>Summary of Bids:</b>	IPHEC1708 has been awarded in accordance with 30 ILCS 500.
<b>BEP Goals:</b>	CORE Construction is required to subcontract at least 30% of all projects with certified BEP firms under this contract award.
<b>Fund Source:</b>	Auxiliary Enterprise Funds to be reimbursed by future debt issue.

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

**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, 2025 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**, the University Guidelines as currently adopted by the Illinois Legislative Audit Commission 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, but otherwise the Foundation will assess an administrative fee that is similar to that imposed with respect to other like assets held by the Foundation.

The University, at its discretion, and with agreement from the Foundation, may transfer or convey ownership of real estate and other assets, including endowed

funds originally held by the University, to the Foundation. Except as restricted by the donor at the time of the gift or by the University at the time of the transfer, the Foundation will exercise full discretion over any asset transferred to it by the University.

Specific to endowed funds, the Foundation shall administer endowments transferred to it by the University according to the Foundation's policies in effect now, and as may be amended from time to time, which include, but are not limited to such matters as the commingling of funds for investment purposes, assessing fees, determining the spending rate, spending excess income and net appreciation, and amending agreements to preserve the perpetuation of the Fund.

- c. Notifications of bequests or other gifts identifying the University as a beneficiary, as opposed to the Foundation, are occasionally received. In such matters, the University hereby delegates to the Foundation full discretion for the acceptance of, and receipting for, such bequests or gifts on behalf of the University and authorizes the Foundation to hold and administer the same. The Foundation shall exercise said responsibilities in accordance with Foundation policies in effect now, and as may be amended from time to time, and shall confer with the University prior to accepting a bequest or gift or taking other action with respect thereto that could impact the University.
- d. 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 or President's designee. In carrying out this responsibility, the Executive 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,
- e. Keep the University President and designees 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.
- f. 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's Board of Directors 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 as currently approved by the Legislative Audit Commission 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 Foundation and the University agree to provide services, facilities, and other resources to each other, 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. The University shall not make any subsidies to the Foundation from the University or appropriate funds.
9. 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.
10. 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 may 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.

11. 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.
12. The parties further mutually agree:
  - a. That the term of this contract shall begin on July 1, 2025, and extend through June 30, 2030 and shall automatically renew from year to year thereafter for an additional 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. The total contract term and all renewals may not exceed ten years. 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.

13. 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 construed 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](http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.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.**

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**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](http://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"/> Minority (30 ILCS 575/2(A)(1) & (3))
<input type="checkbox"/> Small Business (30 ILCS 500/45-45)	<input type="checkbox"/> American Indian or Alaska Native
<input type="checkbox"/> Female (30 ILCS 575/2(A)(2) & (4))	<input type="checkbox"/> Asian
<input type="checkbox"/> Disadvantaged (49 CFR 26)	<input type="checkbox"/> Black or African American
<input type="checkbox"/> Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))	<input type="checkbox"/> Hispanic or Latino
	<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: Eastern Illinois University Foundation

Employer Identification Number or Social Security Number: 37-6031320

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
<input type="checkbox"/> Legal Services Corporation	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or health care services	<input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/> D = disregarded entity
	<input type="checkbox"/> C = corporation
	<input type="checkbox"/> 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. Jay Gatrell  
President  
Eastern Illinois University

By: \_\_\_\_\_  
Mr. Randy Wright  
President  
Eastern Illinois University Foundation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Action Item D. Transfer Lease of Baber Woods to Grand Prairie Friends

### ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between The Nature Conservancy, a non-profit corporation of the District of Columbia ("Assignor") and Grand Prairie Friends, an Illinois non-profit corporation ("Assignee").

### RECITALS

**WHEREAS**, Assignor, as Lessor, and the Board of Trustees of Eastern Illinois University as successor to the Board of Governors of State Colleges and Universities, For Eastern Illinois University, as Lessee, entered into that certain Lease dated March, 14, 1974 ("Lease") for the lease of approximately 60.40 acres of land located in Edgar County, Illinois (the "Property");

**WHEREAS**, by that certain Donation Agreement by and between Assignor and Assignee, dated \_\_\_\_\_, 2025, Assignor agreed to convey the Property to Assignee; and

**WHEREAS**, as part of the transfer of the Property from Assignor to Assignee, Assignor desires to assign the Lease to Assignee and Assignee desires to assume the terms of the Lease as provided herein.

### WITNESSETH

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption**. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title, interest, and obligations under the Lease. Assignee hereby assumes and agrees to perform and discharge all of the duties, liabilities, and obligations first occurring or arising from and after the date hereof under the Lease.

2. **Indemnification**. Assignee agrees to indemnify, defend and hold Assignor harmless from any and all claims, demands, liabilities, losses, damages, costs and expenses suffered or incurred by or asserted against Assignor which relate to the Lease and result from or arise out of any act or omission after the date hereof, and Assignor agrees to indemnify, defend and hold Assignee harmless from any and all claims, demands, liabilities, losses, damages, costs and expenses suffered or incurred by or asserted against Assignee which relate to the Lease and result from or arise out of any act or omission on or prior to the date hereof.

3. **Ratification; Conflicts**. Except as provided in this Assignment, the Lease remains in full force and effect. In the event of a conflict between the terms of the Lease and this Assignment, the terms of this Assignment shall control.

4. **Miscellaneous.** Nothing in this Assignment, express or implied, shall confer on any person or entity other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment, including any third-party beneficiary rights. This document may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same original. An electronic copy (email with PDF attachment) of this document containing the signatures of each of the parties hereto shall constitute an original document for all purposes. Any capitalized terms not defined herein shall have the meaning set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first above written.

ASSIGNOR: THE NATURE CONSERVANCY

ASSIGNEE: GRAND PRAIRIE FRIENDS

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

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

Title: Illinois State Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#### **CONSENT TO ASSIGNMENT OF LEASE**

The Board of Trustees of Eastern Illinois University as successor to the Board of Governors of State Colleges and Universities, for Eastern Illinois University, Lessee under the Lease, consents to the transfer of the Property to Assignee and the assignment of the Lease to Assignee.

BOARD OF TRUSTEES OF EASTERN ILLINOIS UNIVERSITY

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

Name: Matthew J. Bierman

Title: VP for Business Affairs

Date: \_\_\_\_\_

#### **Action Item E: New Program – General Studies, A.A.**

The College of Liberal Arts & Sciences proposes the creation of an Associate of Arts in General Studies degree. The proposed A.A. in General Studies degree fully aligns with EIU's strong commitment to offer superior, accessible, and equitable education. The degree specifically helps former EIU students who intended to finish their bachelor's degree, but, for one reason or another, left university without a degree. By offering a way for students who have stopped out to use coursework already successfully completed, the A.A. degree greatly broadens access to the tangible value of a higher education: a lifetime of higher earnings, greater employment prospects, less college tuition debt accrued for no return on investment, and a realistic pathway to earn more credentials. We anticipate a Fall 2026 launch.

The A.A. in General Studies degree will serve a sizeable and growing population of students who have some college and no degree. Between 2009 and 2024, more than 7,300 EIU students completed coursework in a degree-seeking program and did not earn a credential—and over 2,900 students earned more than 60 credit hours before they left college. Former EIU students would qualify if they have successfully earned at least 60 credit hours with a minimum 2.0 GPA, completed the GECC (General Education Core Curriculum) prescribed by IAI (Illinois Articulation Initiative), and not have earned 15 or more credit hours at a single ICCB institution. This degree maximizes the transfer benefits of general education and IBHE's ReUp Education partnership. For those students who do not have reverse transfer options with a community college, the A.A. in General Studies will provide the *only* option for timely completion of a credential.

**It is recommended that the Board approve the New Program – General Studies, A.A.**

**V. Information Items**

A. President's Report: EIU Observatory, Dr. Robert Strausbaugh

B. Reports from Constituencies

- Faculty Senate – Todd Bruns
- Student Senate – Claire Weber

## Information Item C: Summary of Purchases \$100,000 - \$249,000

### Summary of Purchases \$100,000 - \$249,999 and Exempt Purchases

<u>Vendor</u>	<u>Type of Purchase</u>	<u>Bids</u>	<u>Amount</u>
Dynamic Controls Inc.	Building Automation Upgrade	(A)	\$245,274.00
Spear Aquatics LLC	Swimming Pool Filter Upgrade	(B)	\$124,929.00
Getz Fire Equipment Company	Buzzard Hall Fire Alarm Upgrade	(C)	\$115,924.00

- (A) Sole Source # EIUDLS2602
- (B) Emergency Purchase # EIUMRW2602
- (C) Sole Source # EIUMEM2602

## Information Item D. Deposit and Investment Report for Qtr. Ending 12.31.2025

**Eastern Illinois University  
Deposit and Investment Report  
For the Quarter Ending December 31, 2025**

**Operating Funds Investment Performance:**

	<b>Quarterly</b>	<b>Year to Date</b>
Average Daily Cash Balance	\$ (909,804.80)	\$ (1,897,714.18)
Average Daily Invested Balance	102,703,266.78	100,014,803.61
Net Average Daily Balance	<u><u>\$ 101,793,461.98</u></u>	<u><u>\$ 98,117,089.43</u></u>
 Total Interest Earned on Investments	 <u><u>\$ 1,070,638.21</u></u>	 <u><u>\$ 2,150,457.79</u></u>
 Percentage of Net Average Daily Balance Invested	 <u><u>100.89%</u></u>	 <u><u>101.93%</u></u>
 Annualized Average Yield	 <u><u>4.14%</u></u>	 <u><u>4.27%</u></u>
 Benchmark - 90 Day Treasury Bil	 <u><u>3.73%</u></u>	 <u><u>3.91%</u></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 3.86% to 4.28%

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

Local Accounts/Athletics/Student Governed Funds/Reserves	\$ 20,022,553.42
Student Insurance Fund/Departmental Equipment Reserves	14,988,691.50
Alumni/Foundation Funds Held by the University	20,545,932.49
Construction Funds/Capital Projects	15,265,990.01
Income Fund Tuition	17,389,433.83
Gifts with Donor Restrictions for Departments	5,534,593.42
Housing/Student Life Operating Funds	3,350,037.55
Student Loan/Work Study Funds	900,801.61
Research and Grant Funds	(126,789.42)
Parking/Lounge Operating Funds	803,975.80
Funds Held for Clubs/Organizations	773,634.14
Scholarships Receivable	5,182,458.26
General Revenue Funds Due From the State of Illinois	(15,009.23)
Total Cash Balance December 31, 2025	<u><u>\$ 104,616,303.38</u></u>

## E. Financial Aid Summary

Financial Aid Programs Report				
Eastern Illinois University Office of Financial Aid and Scholarships Summary Statistics for FY 2025				
Financial Aid Programs Report				
<p>More than 50% of Eastern's total student population and over 80% of the eligible students received some type of financial assistance in FY 2025 in the form of scholarships, grants, loans, tuition waivers and/or employment from various federal, state, university, and other programs. Financial aid in FY 2025 totaled \$89,415,293, with the average aid amount students received increasing by over 4%. The percentage breakdown of financial aid sources was: 41% federal, 16% state, 32% institutional, and 11% other.</p>				
	FY 2024	FY 2025	% of change	% of volume
<b>Total number of financial aid recipients</b>	5,780	5,541	-4.13%	
<b>Percentage of total students receiving aid</b>	53.85%	53.55%	-0.55%	
<b>Percentage of eligible students receiving aid</b>	78.98%	81.39%	3.05%	
<b>Total dollars received</b>	\$89,494,463	\$89,415,293	-0.09%	
<b>Average amount received by each recipient</b>	\$15,483	\$16,137	4.22%	
<b>Sources of financial aid</b>				
Federal programs	\$35,445,280	\$36,437,461	2.80%	41%
State of Illinois programs	\$16,010,276	\$13,997,410	-12.57%	16%
Institutional	\$29,110,188	\$29,030,486	-0.27%	32%
Other	\$8,928,719	\$9,949,936	11.44%	11%
<b>Total</b>	<b>\$89,494,463</b>	<b>\$89,415,293</b>	<b>-0.09%</b>	<b>100%</b>
<b>Types of financial aid</b>				
Grants, Scholarships, Waivers	\$56,826,566	\$56,847,053	0.04%	63%
Loans	\$25,468,767	\$24,746,855	-2.83%	28%
Work	\$7,199,130	\$7,821,385	8.64%	9%
<b>Total</b>	<b>\$89,494,463</b>	<b>\$89,415,293</b>	<b>-0.09%</b>	<b>100%</b>
<b>Enrollment *</b>				
High School Dual Credit Students (ineligible for aid)	3,416	3,539	3.60%	
Undergraduate	4,858	4,655	-4.18%	
Graduate	2,460	2,153	-12.48%	
<b>Total</b>	<b>10,734</b>	<b>10,347</b>	<b>-3.61%</b>	
<p>* Source for enrollment information: EIU Office of Institutional Research and Business Operations, <i>12-month Unduplicated Count by Race/Ethnicity and Gender for the Academic Year</i> and as reported on the annual Fiscal Operations Report and Application to Participate (FISAP).</p> <p>All other figures as reported to the Illinois Board of Higher Education (IBHE) by the EIU Office of Financial Aid.</p>				

**E. Financial Aid Summary Cont.**

**Eastern Illinois University**  
**Office of Financial Aid and Scholarships**  
**Summary Statistics for FY 2026 (2526)**

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	Distinct Count	Total Amount	Average/Percent
<b>A-Overall</b>			
Total	5085	\$83,474,569	16416
<b>B-Sources of financial Aid</b>			
1-Federal	3306	\$35,473,102	42
2-State	2028	\$14,317,424	17
3-Institutional	4071	\$23,968,552	29
4-Other	2277	\$9,715,490	12
Total		\$83,474,568	100
<b>C-Types of financial Aid</b>			
1-Grants, Scholarships, Waivers	4600	\$56,012,813	67
2-Loans	2344	\$23,728,146	28
3-Work	1307	\$3,733,610	4
Total		\$83,474,569	99

## **F. University Highlights (SUMMARY)**

*Prepared in advance of EIU's January 22, 2026 BOT meeting*

### **From October 21, 2025 to January 6, 2026**

These are summary highlights. A full list of news items is always available at [castle.eiu.edu/media](http://castle.eiu.edu/media).

**November 03, 2025** — EIU, community partner events for week of November 3, 2025

**November 03, 2025** — EIU celebrates more than 870 students on Spring 2025 Deans' List

**November 04, 2025** — EIU brings "method" to mathematical madness November 6, 7

**November 04, 2025** — EIU to host Veterans Day ceremony November 11 in Old Main

**November 14, 2025** — Tarble Exhibits Available for Weekend Viewing

**November 14, 2025** — Doudna Weekend Events November 14, 15, 16

**November 17, 2025** — From Central Illinois to the Big Screen

**November 18, 2025** — EIU student Alexander Morris Wilcoxon named 2025 Lincoln Laureate

**November 24, 2025** — EIU Events: November 24 through November 30, 2025

**November 26, 2025** — EIU's commitment to community paying off big for local students

**December 01, 2025** — EIU Events: December 1 through December 7, 2025

**December 03, 2025** — EIU Online Cybersecurity Program a top option in Illinois for 2026

**December 03, 2025** — EIU Doudna Fine Arts Center events first week of December 2025

**December 11, 2025** — EIU's Peace Corps Prep Program empowers students to lead with purpose

**December 11, 2025** — EIU hosts Holiday Party in Old Main for local kids, families

**December 18, 2025** — EIU fall commencement ceremonies set for Saturday, December 20

**December 22, 2025** — EIU to Host Second Annual Dr. Martin Luther King Jr. Community Breakfast on  
January 19, 2026

**January 05, 2026** — Eastern Illinois University to Host Traveling Holocaust Exhibit in Honor of  
International Holocaust Remembrance Day

## **F. University Highlights Cont. – Snapshot of Positive Media Coverage (SUMMARY)**

*Prepared in advance of EIU's January 22, 2026 BOT meeting*

### **From October 31, 2025 to January 6, 2026**

A sample summary of positive or impactful news headlines\* gathered from an online tool (headlines from within the above-stated date range):

- **November 7 -- WEEK.com (Peoria) -- Several Illinois colleges add free tuition programs for qualifying students**  
*Eastern Illinois University's program covers tuition and fees for students whose families make \$80,000 or less.*
- **November 17 -- WREX.com (Rockford) -- Illinois high school seniors offered admission to state universities with new initiative**  
*Eastern Illinois University one of eight participating colleges for high school seniors.*
- **December 1 -- Herald & Review -- EIU volleyball claims OVC championship**  
*Eastern Illinois volleyball is headed back to the NCAA tournament — and the Panthers will open against national power Wisconsin.*
- **December 5 -- myradiolink.com -- Coles County Peace and Justice Fund awards grants for 2025**  
*EIU Office of Belonging, Access & Engagement received \$3,500 for the 2nd Annual EIU Dr. Martin Luther King Jr. Community Breakfast which will take place on January 19, 2026, at the Martin Luther King Jr. University Union Grand Ballroom.*
- **December 10 -- newscsupueblo.org -- CSU Pueblo Researchers Use AI to Track Wildlife and Improve Highway Safety**  
*Eastern Illinois University also partnered in the study.*
- **December 11 -- Effingham Chamber of Commerce -- EIU hosts Holiday Party in Old Main for local kids, families**
- **December 12 -- Taylorville Daily News, Breeze Courier -- Eastern Illinois University Rolls Out Peace Corps Prep Program**  
*The program is built around four major components recognized by the national Peace Corps: sector-specific skills, foreign language development, intercultural learning, and professional readiness.*
- **December 20 -- myradiolink.com, eastcentralreporter.com -- EIU NRHH Donates to SBL Regional Cancer Center**  
*The Eastern Illinois University National Residence Hall Honorary (EIU NRHH) recently donated \$500 to the Sarah Bush Lincoln Health Foundation to support patients receiving care at the SBL Regional Cancer Center (RCC).*
- **December 21 -- Metro East Sun (Granite City) -- Granite City schools share college application steps and new scholarship opportunities**  
*Eastern Illinois University has several merit-based scholarships ranging from \$8,000 to \$16,000.*

## **F. University Highlights Cont. – Snapshot of Positive Media Coverage (SUMMARY)**

*Prepared in advance of EIU's January 22, 2026 BOT meeting*

- **December 22 -- Effingham County Chamber -- EIU to Host Second Annual Dr. Martin Luther King Jr. Community Breakfast on January 19, 2026**  
*Eastern Illinois University invites community leaders, students, faculty, and staff to attend the second annual EIU Dr. Martin Luther King Jr. Community Breakfast on Monday, January 19, 2026.*
- **December 26 -- Getting Into College (uopeople.edu) -- 10 Most Popular Online Colleges in Illinois**  
EIU mention: "Eastern Illinois University offers one of the state's largest online catalogs with more than 80 programs, especially strong in education, business, and applied sciences."

*\*EIU receives a significant amount of media coverage on the success of its Athletics teams and the achievements of its student-athletes; those items are not wholly represented on the above list but are available at [eiupanthers.com](http://eiupanthers.com).*

***NOTE: EIU is achieving additional targeted regional/hometown placements for student-specific achievements that will not always appear on this list due to space limitations.***

G. Other Matters

H. Public Comment

**IV. Adjournment**