

# WESTERN ILLINOIS UNIVERSITY

## BOARD OF TRUSTEES

December 17-18, 2020

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# WESTERN ILLINOIS UNIVERSITY BOARD OF TRUSTEES

December 17-18, 2020

TO BE CONDUCTED BY AUDIO AND VIDEO CONFERENCE\*\* AS PERMITTED BY  
PUBLIC ACT 101-0640 AND ILLINOIS GOVERNOR'S DISASTER PROCLAMATION  
ISSUED ON DECEMBER 11, 2020 AND EXECUTIVE ORDER 59

Western Illinois University  
Macomb, Illinois

<b>Agenda Topic</b>	<b>Action</b>
<b><u>December 17, 2020 – University Union Capitol Room</u></b>	
<b>Motion to Convene to Open Session – 6:30 p.m.</b>	<b>Action</b>
<b>Roll Call</b>	<b>Action</b>
<b>Motion to Convene to Closed Session</b>	<b>Action</b>
<b>Motion to Convene to Open Session</b>	<b>Action</b>
<b><u>Adjourn</u></b>	<b><u>Action</u></b>
<b><u>December 18, 2020 – University Union Capitol Room</u></b>	
<b>Motion to Convene to Open Session – 8:30 a.m.</b>	<b>Action</b>
<b>Roll Call</b>	<b>Action</b>
<b>Public Comments</b>	
Review and approval of August 29 Board Retreat and September 24, 2020 Open Session Meeting Minutes, November 5 <sup>th</sup> Closed Session Meeting minutes, and November 16 <sup>th</sup> Special Meeting minutes.	
<b>Chairperson's Remarks</b>	
Dr. Polly Radosh	
<b>Interim President's Remarks</b>	
Dr. Martin Abraham	

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**General Reports & Advisory Group Report and Comments**

Student Government Association - Daria Levchenko (Macomb), Marissa Kletke (Quad Cities)

Faculty Senate Chair – Dr. Christopher Pynes

Council of Administrative Personnel President - Justin Schuch

Civil Service Employees Council President - Nicky Friedrichsen

Report from the Assistant to the President for Governmental Relations - Jeanette Malafa

Report from the Assistant to the President for Diversity and Inclusion - Dr. Sterling Saddler

**Vice-President Reports**

Interim Provost and Academic Vice President – Billy Clow

Interim Vice President for Student Services - John Smith

Interim Associate Vice President for Budget and Finance – Teresa Smith

**Finance**

Report No. 20.12/1

Finance Committee Report – Budget and Financial Data for Quarter ending September 30, 2020  
(Trustee Stutz and Interim Associate Vice President of Budget and Finance Dr. Teresa Smith)

Report No. 20.12/2

Report on Purchases

Resolution No. 20.12/1

Purchases, to include required approvals

**Action**

Resolution No. 20.12/2

Approved Signatories

**Action**

**General Discussion and Action Items**

Report No. 20.12/3

Report on Athletics  
(Director of Athletics Danielle Surprenant)

Report No. 20.12/4

Enrollment, Retention and Graduation Rate Information  
(Interim Associate Vice President for Enrollment Management Gary Swegan)

Report No, 20.12/5

Update on Higher Learning Commission Accreditation  
(Associate Provost for Undergraduate and Graduate Studies Dr. Mark Mossman)

Resolution No. 20.12/3

Second reading on Resolution No. 20.9/7 Revision of Board Regulations, V. Administrative Affairs  
J. Mandatory Fees 3. Other Mandatory Fees  
(Interim President Dr. Martin Abraham)

**Action**

Resolution No. 20.12/4

Revision of Board of Trustees Bylaws Section VI. Rules of Order. – Second Reading  
(Chairperson Dr. Polly Radosh)

**Action**

Resolution No. 20.12/5

Intergovernmental Agreement to Utilize Space  
(General Counsel Liz Duvall)

**Action**

Resolution 20.12/6

Contract for 12<sup>th</sup> President of Western Illinois University: The Board is considering a 2-year, 6-month contract (Jan 1, 2021 through June 30, 2023) with an annual salary of \$320,000, adjustable annually per Board's decision; one-time lump sum moving costs up to \$8,000, and up to \$5,000 for professional development fees, along with other benefits awarded to all employees of the Board. The contract, in its entirety, is in the published Board of Trustees December Agenda online.  
(Chairperson Dr. Polly Radosh)

**Action**

Resolution 20.12/7

Tenure for Dr. Guiyou Huang  
(Interim Provost William Clow)

**Action**

### **Old Business**

WQPT WIU Partnership Report  
(Interim President Dr. Martin Abraham)

### **New Business**

### **Next Meeting**

March 25-26, 2020 – University Union Capitol Room

### **Adjourn**

**Action**

- The meeting will be streamed live at <https://www.youtube.com/user/WesternIllinoisU>
- Public comments will be held to a total of 30 minutes. Comments will be limited to 3 minutes for those speaking and 500 words for those writing. Those who wish to speak will be placed in a Zoom waiting room. Those who wish to have your comments read, please email them to Jackie Miller at [jm-veuleman@wiu.edu](mailto:jm-veuleman@wiu.edu) by 12:00 p.m. (noon) on Thursday, December 17th. To reserve your place in the queue, regardless of mode of communication, email Jackie Miller by Thursday, December 17<sup>th</sup> at 12:00 p.m. (noon) at [jm-veuleman@wiu.edu](mailto:jm-veuleman@wiu.edu).

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# WESTERN ILLINOIS UNIVERSITY

## BOARD OF TRUSTEES

December 18, 2020

### Report No. 20.12/1 Budget and Financial Data for Quarter Ended September 30, 2020

The Western Illinois University Board of Trustees reviews preliminary fiscal year (July 1 – June 30) spending plans each June, and the Board approves all-funds budgets each September or October. Once approved by the Board, Western Illinois University's all-funds budgets are submitted to the Illinois Board of Higher Education, Illinois State Legislature, and the Governor.

The Western Illinois University Board of Trustees approved the Western Illinois University Fiscal Year 2021 All Funds Budget by source of funds and estimated object of expenditure on September 24, 2020 (see Western Illinois University Board of Trustees Resolution No. 20.9/1). Per Board approval, Western Illinois University is authorized to spend up to \$201.1 million during Fiscal Year 2021, and the President is authorized to make technical adjustments in budgets if necessary.

After approving institutional spending plans, the Western Illinois University Board of Trustees will receive quarterly revenue and expenditure reports to review the University's financial status and compliance with institutional spending plans. Tables 1 and 2 on the following pages display revenue and expenditures for Appropriated Funds and Auxiliary Facilities System Funds for the first quarter of Fiscal Year 2021.

#### Appropriated Funds

##### Fiscal Year 2021 Revenue as of September 30, 2020

Tuition, interest, and other income are estimated in the fall and based on projected enrollments, historical retention rates, and prior year assessed tuition and tuition waivers. The Fiscal Year 2021 estimate for tuition, interest, and other income is \$49.1 million. At the end of September, Income Fund revenue was 55.8% of current year estimates.

Fiscal Year 2021 Income Fund Revenue (Dollars in Thousands)			
		Quarter Ended 09/30/2020	
	<u>Budget</u>	<u>Revenue</u>	Percent of <u>Budget</u>
Assessed Tuition	47,205.7	26,124.7	55.3%
Interest	50.0	4.7	9.4%
Other	<u>1,864.1</u>	<u>1,257.8</u>	67.5%
Total	\$ 49,119.8	\$ 27,387.2	55.8%

We are receiving FY21 funds on a regular schedule from the comptroller but expenditures for fiscal year 2021 are still being limited to essential operational needs only due to cash flow concerns. The majority of budgeted expenditures for the fiscal year are for personnel services (faculty and staff salaries) and contractual obligations.

Fiscal Year 2021 Appropriated Funds Expenditures (Dollars in Thousands)			
		Quarter Ended 09/30/2020	
	<u>Budget</u>	<u>Expenditures</u>	Percent of <u>Budget</u>
Personnel Services	\$ 76,500.0	\$ 13,192.6	17.2%
CMS Health Insurance	1,944.8	1,944.8	100.0%
FICA/Medicare	1,200.0	188.0	15.7%
Commodities	1,577.5	332.6	21.1%
Operation of Automotive Equipment	150.0	18.6	12.4%
Travel	400.0	1.2	0.3%
Contractual Services	10,487.7	2,953.6	28.2%
Permanent Improvements	200.0	-	0.0%
Equipment/Library Books	2,200.0	443.8	20.2%
Telecommunications	390.0	34.3	8.8%
Awards/Grants/Matching	11,450.0	14.8	0.1%
Interest		-	
Transfer to Equipment Reserve		-	
Transfer to Deferred Maint. Reserve	-	-	0.0%
<b>Total Expenditures</b>	<b>\$ 106,500.0</b>	<b>\$ 19,124.3</b>	<b>18.0%</b>

#### Additional Fiscal Year 2021 Appropriated Funds Budget Items

Fiscal Year 2021 estimates for tuition, interest, and other income total \$49.1 million while estimated Income Fund expenditures for Fiscal Year 2021 total \$56.9 million (See Table 1b). Expenditures are typically less than revenue as demonstrated in the following table. Fiscal Year 2020 ended with expenditures \$2.3 million less than revenue received. With the \$49.1 million estimated income for Fiscal Year 2021 and expenditure authority of \$56.9 million, this leaves an estimated deficit at the end of Fiscal Year 2021 of (\$5.0 million). Due to circumstances such as COVID-19 and the potential impact of those expenses, expenditures are projected to actually come in closer to \$1.2 million more than revenue for FY2021. Personnel attrition and other cost saving measures such as essential spending are being utilized to bring expenditures more in line with projected revenue.

Income Fund (Dollars in Thousands)			
	<u>Revenue</u>	<u>Expenditures</u>	<u>Excess(Deficit)</u>
FY 2012	71,077.5	68,590.2	2,487.3
FY 2013	72,144.1	71,161.3	982.8
FY 2014	73,329.0	73,168.4	160.6
FY 2015	75,673.5	74,870.2	803.3
FY 2016	74,640.7	105,207.8	(30,567.1)
FY 2017	69,739.1	52,875.8	16,863.3
FY2018	63,771.5	67,215.0	(3,443.5)
FY2019	56,607.5	62,642.8	(6,035.3)
FY2020	50,387.7	48,112.8	2,274.9
<b>FY2021</b>	<b>49,119.8</b>	<b>50,325.0</b>	(1,205.2)

### Auxiliary Facilities System

#### Fiscal Year 2021 Revenue as of September 30, 2020

At the end of the first quarter of Fiscal Year 2021, Western Illinois University has assessed \$10.4 million in room and board and \$1.7 million in student fees. Revenue for the quarter ending September 30, 2020, is 48.7 percent of Fiscal Year 2021 estimates.

Fiscal Year 2021 Auxiliary Facilities System Revenue (Dollars in Thousands)			
		Quarter Ended 09/30/20	
	<u>Budget</u>	<u>Revenue</u>	Percent of <u>Budget</u>
Assessed Room and Board	\$ 18,927.8	\$ 10,363.6	54.8%
Sales	2,749.3	998.7	36.3%
Assessed Student Fees	4,108.8	1,695.4	41.3%
Other	<u>2,310.1</u>	<u>627.4</u>	27.2%
Total	\$ 28,096.0	\$ 13,685.1	48.7%

#### Fiscal Year 2021 Expenditures as of September 30, 2020

As a result of decreased revenue, budgets for expenditures have been decreased; thus, expenditures are down from previous fiscal years. In addition, expenditures for the Auxiliary Facilities System are also limited to essential operational needs because of cash flow concerns.



Fiscal Year 2021 Auxiliary Facilities System Expenditures (Dollars in Thousands)			
	<u>Budget</u>	Quarter Ended 09/30/20	
		<u>Expenditures</u>	Percent of <u>Budget</u>
Personnel Services	\$ 8,461.9	\$ 1,761.0	20.8%
Unemp/FICA/Medicare/Retirement	120.6	23.3	19.3%
Commodities	300.0	58.9	19.6%
Operation of Automotive Equipment	70.0	7.4	10.6%
Travel	37.5	-	0.0%
Contractual Services	15,600.0	902.7	5.8%
Permanent Improvements	75.0	1.5	2.0%
Equipment/Library Books	100.0	0.5	0.5%
Telecommunications	90.0	11.8	13.1%
Awards/Grants/Matching	1,300.0	535.9	0.0%
Other (Cost of sales, principal & interest payments on outstanding bonds, transfers to reserves, etc)	10,000.0	2,966.0	29.7%
<b>Total Expenditures</b>	<b>\$ 36,155.0</b>	<b>\$ 6,269.0</b>	<b>17.3%</b>

Fiscal Year 2021 Cash Flow as of September 30, 2020

At the end of the first quarter of Fiscal Year 2021, Western Illinois University has a cash flow balance of \$4.7 million in the income fund and \$31.5 million in the Auxiliary Facilities System restricted funds. Income fund inflows are \$29.7 million and outflows are \$28.5 million resulting in a net increase in cash of \$1.2 million. Auxiliary Facilities System restricted fund inflows are \$11.7 million and outflows are \$5.5 million resulting in a net increase in cash of \$6.2 million.

Cash Flow for Quarter Ended September 30		
	<u>Income Fund</u>	<u>Auxiliary Facilities System (Restricted)</u>
<b>Cash balance July 1, 2020</b>	\$ 3,462,073	\$ 25,244,923
Cash Inflows		
Tuition, Fee, & Other unrestricted receipts	16,501,621	11,679,304
State appropriations	13,230,016	-
<b>Total Cash Inflows</b>	<b>29,731,637</b>	<b>11,679,304</b>
Cash Outflows		
Payroll	(24,530,778)	(2,099,174)
Goods, Services, & Other cash outflows	(4,000,960)	(3,359,799)
<b>Total Cash Outflows</b>	<b>(28,531,738)</b>	<b>(5,458,973)</b>
<b>Net Increase (decrease) in cash</b>	<b>1,199,899</b>	<b>6,220,331</b>
<b>Cash balance September 30, 2020</b>	<b>\$ 4,661,972</b>	<b>\$ 31,465,254</b>

Appendix A  
State of Illinois Definitions for Reporting Institutional Revenues by Source of Funds  
And Institutional Expenditures by Estimated Objects of Expenditure

Sources of Funds

**State Appropriated Funds** are the general revenue fund appropriations from the State of Illinois.

**University Income Fund** represents tuition revenue.

**Auxiliary Facilities System** represents revenue from room and board and the University's bond revenue fee that supports University Housing and Dining Services, University Union, and Campus Recreation.

Estimated Objects of Expenditures

**Personnel Services** are payments of wages and salaries.

**Contractual Services** represent payment for services from vendors. The largest contractual expense for Western Illinois University is utilities.

**Travel reimbursements** to employees or vendors for in-state and out-of-state travel include transportation, mileage, lodging, and meals.

**Commodities** support purchase of consumable materials (e.g., office supplies).

**Equipment and Library Materials** support purchases over \$100 for tangible property (e.g., office furniture, equipment, and library books and periodicals).

**Awards and Grants** primarily support student financial aid.

**Telecommunication Services** represent all telephone and communication services (e.g., long distance, fax machine and local telephone charges).

**Operation of Automotive Equipment** includes the operation, maintenance, and repair of automotive equipment.

**Permanent Improvements** are used for the remodeling and renovation of existing structures.

**CMS Health Insurance and Medicare** are shared, state-mandated expenditures that reduce the institution's discretionary spending authority.

**Table 1**  
**Budget and Financial Data for Quarter Ended September 30**  
**Appropriated**  
**Educational Assistance and Income Fund Combined**

<b>Appropriated Funds</b>	<b>FY21 Budget</b>	<b>Revenue through September 30</b>	
		<b>FY21</b>	<b>FY20</b>
<b>Revenue</b>			
State Appropriations	\$ 49,588,000	\$ 15,970,284	\$ 15,422,118
Assessed Tuition	47,205,700	26,124,706	26,429,416
Interest	50,000	4,681	33,267
Other	1,864,100	1,257,820	1,510,577
<b>Total Revenue</b>	<b>\$ 98,707,800</b>	<b>\$ 43,357,491</b>	<b>\$ 43,395,378</b>
<b>Expenditures through September 30</b>			
<b>Expenditures</b>			
Personnel Services	\$ 76,500,000	\$ 13,192,614	\$ 13,054,045
CMS Health Insurance	1,944,800	1,944,800	1,744,800
FICA/Medicare	1,200,000	187,973	185,471
Commodities	1,577,500	332,598	97,272
Operation of Automotive Equipment	150,000	18,617	20,524
Travel	400,000	1,227	18,451
Contractual Services	10,487,700	2,953,566	3,014,867
Permanent Improvements	200,000	-	-
Equipment/Library Books	2,200,000	443,831	362,326
Telecommunications	390,000	34,338	40,937
Awards/Grants/Matching	11,450,000	14,813	3,883,668
<b>Total Expenditures</b>	<b>\$ 106,500,000</b>	<b>\$ 19,124,377</b>	<b>\$ 22,422,361</b>

**Table 1a**  
**Budget and Financial Data for Quarter Ended September 30**  
**Educational Assistance Fund**

	FY21 Budget	<u>Revenue through September 30</u>	
		FY21	FY20
<b>Appropriated Funds</b>			
<b>General Revenue Fund</b>			
<b>Revenue</b>			
State Appropriations	\$ 49,588,000	\$ 15,970,284	\$ 15,422,118
<b>Total Revenue</b>	<u>\$ 49,588,000</u>	<u>\$ 15,970,284</u>	<u>\$ 15,422,118</u>
	FY21 Budget	<u>Expenditures through September 30</u>	
		FY21	FY20
<b>Expenditures</b>			
Personnel Services	\$ 46,843,200	\$ 13,192,614	\$ 13,054,045
CMS Health Insurance	1,944,800	1,944,800	1,535,000
FICA/Medicare	800,000	182,804	180,840
Commodities		17,658	10,946
Operation of Automotive Equipment		-	3,708
Travel	-	-	-
Contractual Services	-	598,770	596,642
Permanent Improvements	-	-	-
Equipment/Library Books	-	-	-
Telecommunications	-	33,638	40,937
Awards/Grants/Matching	-	-	-
<b>Total Expenditures</b>	<u>\$ 49,588,000</u>	<u>\$ 15,970,284</u>	<u>\$ 15,422,118</u>

**Table 1b**  
**Budget and Financial Data for Quarter Ended September 30**  
**Income Fund**

	FY21 Budget	Revenue through September 30	
		FY21	FY20
<b>Appropriated Funds</b>			
<b>Income Fund</b>			
<b>Revenue</b>			
Assessed Tuition	\$ 47,205,700	\$ 26,124,706	\$ 26,429,416
Interest	50,000	4,681	33,267
Other	<u>1,864,100</u>	<u>1,257,820</u>	<u>1,510,577</u>
<b>Total Revenue</b>	<u>\$ 49,119,800</u>	<u>\$ 27,387,207</u>	<u>\$ 27,973,260</u>
		Expenditures through September 30	
	FY21 Budget	FY21	FY20
<b>Expenditures</b>			
Personnel Services	\$ 29,656,800	\$ -	\$ -
CMS Health Insurance	-	-	209,800
Unemp/FICA/Medicare/Retirement	400,000	5,169	4,631
Commodities	1,577,500	314,940	86,326
Operation of Automotive Equipment	150,000	18,617	16,816
Travel	400,000	1,227	18,451
Contractual Services	10,487,700	2,354,796	2,418,225
Permanent Improvements	200,000	-	-
Equipment/Library Books	2,200,000	443,831	362,326
Telecommunications	390,000	700	-
Awards/Grants/Matching	<u>11,450,000</u>	<u>14,813</u>	<u>3,883,668</u>
<b>Total Expenditures</b>	<u>\$ 56,912,000</u>	<u>\$ 3,154,093</u>	<u>\$ 7,000,243</u>

**Table 2**  
**Budget and Financial Data for Quarter Ended September 30**  
**Auxiliary Facilities System**

<b>Auxiliary Facilities System</b>	<b>FY21 Budget</b>	<b>Revenue through September 30</b>	
		<b>FY21</b>	<b>FY20</b>
<b>Revenue</b>			
Assessed Room & Board	\$ 18,927,762	\$ 10,363,592	\$ 11,563,221
Sales	2,749,300	998,699	1,182,928
Assessed Student Fees	4,108,816	1,695,371	2,101,112
Other	<u>2,310,142</u>	<u>627,435</u>	<u>1,000,173</u>
<b>Total Revenue</b>	<u>\$ 28,096,020</u>	<u>\$ 13,685,097</u>	<u>\$ 15,847,434</u>

<b>Expenditures</b>	<b>FY21 Budget</b>	<b>Expenditures through September 30</b>	
		<b>FY21</b>	<b>FY20</b>
Personnel Services	\$ 8,461,900	\$ 1,760,984	\$ 1,884,711
Unemp/FICA/Medicare/Retirement	120,600	23,330	225,017
Commodities	300,000	58,948	73,583
Operation of Automotive Equipment	70,000	7,443	8,003
Travel	37,500	-	-
Contractual Services	15,600,000	902,676	2,148,656
Permanent Improvements	75,000	1,473	-
Equipment/Library Books	100,000	469	55,763
Telecommunications	90,000	11,814	12,560
Awards/Grants/Matching	1,300,000	535,867	535,658
Other (cost of sales, principal & interest payments on Outstanding Bonds, transfers to reserves, etc)	<u>10,000,000</u>	<u>2,965,980</u>	<u>3,466,198</u>
<b>Total Expenditures</b>	<u>\$ 36,155,000</u>	<u>\$ 6,268,984</u>	<u>\$ 8,410,149</u>

**Table 3**  
**Report on Investment Activities for the Quarter Ended September 30**

<b>Quarter to Date</b>							
<b>Quarter Ended September 30</b>	<u>2020</u>		<u>2019</u>		<u>2018</u>		
Total Investment	\$	50,590,682	\$	55,083,755	\$	61,125,760	
Total Return	\$	31,466	\$	270,965	\$	283,816	
Rate of Return		0.28%		2.34%		2.06%	
Benchmark		0.11%		1.98%		2.04%	

  

<b>Fiscal Year to Date</b>							
<b>Quarter Ended September 30</b>	<u>2020</u>		<u>2019</u>		<u>2018</u>		
Total Return	\$	31,466	\$	270,965	\$	283,816	
Rate of Return		0.28%		2.34%		2.06%	
Benchmark		0.11%		1.98%		2.04%	

  

<b>Investment Types</b>							
<b>Quarter Ended September 30</b>	<u>2020</u>		<u>2019</u>		<u>2018</u>		
Money Market	\$	50,305,765	99%	\$ 54,939,606	99%	\$ 60,581,571	100%
Treasury Bills		-	0%	-	0%	-	0%
Treasury Notes		-	0%	-	0%	-	0%
Certificate of Deposit		-	0%	-	0%	-	0%
Federal Home Loan Bank (FHLB)		-	0%	-	0%	-	0%
Federal Farm Credit Bank (FFCB)		-	0%	-	0%	-	0%
Citizens Checking		<u>284,917</u>	1%	<u>144,149</u>	1%	<u>544,188</u>	0%
Total Investment	\$	<u>50,590,682</u>	100%	<u>\$ 55,083,755</u>	100%	<u>\$ 61,125,760</u>	100%

**Table 3 Continued**  
**Report on Investment Activities for the Quarter Ended September 30**

Account Name	Account #	Annualized Rate of Return	Interest Earned	Average Invested Balance	End of Quarter Balance
<b><u>General Funds</u></b>					
WIU Revenue Account-Savings (IF)	151600004015	0.16%	225.77	543,075.10	113,505.88
WIU Revenue Account-Savings (INB)	151600004015	0.15%	3.86	10,000.00	10,000.00
WIU Depository Account	785539	0.00%	-	171,845.04	224,373.16
WIU QC Depository Account	4653382	0.00%	-	31,055.33	53,566.55
ICS Federal General Invest	604232	0.34%	5,054.07	5,866,698.97	5,552,701.08
Local Payroll Fund	7139157719	0.00%	3.15	307,236.63	-
Federal General Fund-checking	7139106699	0.18%	1.72	3,790.71	3,791.71
Federal General Fund-Citizens checking	325891	0.00%	-	88,414.35	4,794.71
Payroll checking	325885	0.00%	-	2,719.64	2,182.24
Payroll ICS	326377	0.34%	725.69	850,691.07	5,593,370.21
Federal General ICS Savings-Morton	328315	0.27%	747.77	1,085,027.67	296.74
Series 2010 Installment Payment Fund	136487000	0.00%	-	8,324.46	765,750.00
Series 2015 Installment Payment Fund	256857000	0.00%	-	17,622.65	1,621,200.00
Subtotal		0.30%	6,762.03	8,986,501.62	13,945,532.28
<b><u>Income Fund</u></b>					
Income Fund	7139152198	0.17%	1.38	3,186.49	3,187.28
ICS Income Fund Invest	880655	0.10%	0.02	77.08	77.09
Income Fund ICS Demand-Morton	328312	0.25%	4,676.93	7,323,091.82	5,195,921.20
Subtotal		0.25%	4,678.33	7,326,355.39	5,199,185.57
<b><u>Auxiliary Facilities System</u></b>					
Revenue Bond Operating	151600222419	0.18%	17.93	39,719.63	39,730.05
ICS AFS Invest	870366	0.29%	14,472.57	20,011,377.34	20,020,092.19
AFS ICS Demand-Morton	328318	0.26%	5,535.07	8,317,233.83	10,515,127.62
Series 2015 Bond & Interest Sinking Fund	0094028NS	0.00%	-	8,054.77	741,039.14
Series 2016 Bond & Interest Sinking Fund	243005000	0.00%	-	1,418.37	129,975.00
Subtotal		0.28%	20,025.57	28,377,803.94	31,445,964.00
<b>Totals</b>		0.28%	<u>31,465.93</u>	<u>44,690,660.95</u>	<u>50,590,681.85</u>



# WESTERN ILLINOIS UNIVERSITY

## BOARD OF TRUSTEES

December 18, 2020

### Report No. 20.12/2 Purchases of \$100,000 - \$499,999 or Exempt

#### Purchases of \$100,000 - \$249,999

Vendor	Type of Purchase	Annual Amount (unless otherwise noted)	Number of Bids
Western Illinois University; Macomb, IL	FY21 Visiting Student Scholarships	\$100,000.00	Exempt
George Fischer Corp (dba GF Machining Solutions); Lincolnshire, IL	CUT AM 500 Wire EDM machine for use at QCML	\$115,300.00	Exempt (Grant)
Western Illinois University; Macomb, IL	FY21 Aim High WEOG-packaged and special awards	\$117,000.00	Exempt
Conference Technologies Inc; Davenport, IA	Classroom conference technology upgrades (cameras/projectors/ speakerphones)	\$131,473.30	IPHEC
The Ohio State University; Columbus, OH	FY21 Oilseed Pennycress Project subcontract awardee	\$148,769.96	Exempt (Grant)
Western Illinois University; Macomb, IL	FY21 WEOG-packaged and special awards	\$150,000.00	Exempt
Western Illinois University; Macomb, IL	FY21 International Commitment Scholarships	\$168,000.00	Exempt
Laverdiere Construction Inc; Macomb, IL	Heating Plant structural repairs	\$177,005.50	3

Public Broadcasting Service; Arlington, VA	Annual membership and programming fees for WQPT	\$197,000.00 (estimated)	Exempt
3D Lab SP Z O O; Warsaw, Poland	ATO Lab Plus Ultrasonic Atomizer for use at QCML	\$209,950.00	Grant (Exempt)

Purchases of \$250,000 - \$499,999  
Receiving Presidential Approval

Vendor	Type of Purchase	Annual Amount (unless otherwise noted)	Number of Bids
US Department of Agriculture; Peoria, IL	FY21 Oilseed Pennycress Project subcontract awardee (original BOT approval 10/4/19)	\$282,282.19	Exempt (Grant)
Levi Ray & Shoup Inc; Springfield, IL	IBM Mainframe Software Maintenance	\$326,540.46	1
Illinois State University; Normal, IL	FY21 Oilseed Pennycress Project subcontract awardee (original BOT approval 10/4/19)	\$377,394.65	Exempt (Grant)
Western Illinois University; Macomb, IL	FY21 Aim High Match – Leatherneck Book Awards	\$420,000.00	Exempt

Purchases \$500,000 and above  
Exempt from BOT Approval

Vendor	Type of Purchase	Annual Amount (unless otherwise noted)	Number of Bids
Western Illinois University; Macomb, IL	FY21 Western Commitment Transfer Scholarships (sub code 1372)	\$780,000.00	Exempt

Fisher Scientific; Hanover Park, IL	COVID-19 Surveillance Test Kits for Athletics-required NCAA tests and spring semester screening	\$970,590.00 (estimated) \$970.59/30-pack	Exempt (IPHEC)
Marsh USA Inc; Chicago, IL	Master Property Insurance (2 <sup>nd</sup> of 3 1-yr renewal options)	\$1,100,000.00 (estimated)	Exempt (IPHEC)
Western Illinois University; Macomb, IL	FY21 Western Commitment Transfer Scholarships (sub code 1385)	\$1,130,000.00	Exempt
Western Illinois University; Macomb, IL	FY21 Aim High Match – Admissions Awards	\$1,394,000.00	Exempt
University of Minnesota; Minneapolis, MN	FY21 Oilseed Pennycross Project subcontract awardee (original BOT approval 10/4/19)	\$1,653,954.13	Exempt (Grant)
Western Illinois University; Macomb, IL	FY21 Western Commitment Scholarships (sub code 1355)	\$2,900,000.00	Exempt
Western Illinois University; Macomb, IL	FY21 Western Commitment Scholarships (sub code 1385)	\$3,350,000.00	Exempt

# WESTERN ILLINOIS UNIVERSITY BOARD OF TRUSTEES

December 18, 2020

## Resolution No. 20.12/1 Purchases of \$500,000 and Over

### **Resolution:**

**WHEREAS** Western Illinois University has a need for a university copier (multi-function device) program; and,

**WHEREAS** the above-mentioned project has been administered in accordance with the Illinois Procurement Code and all other pertinent statutes and rules;

**THEREFORE**, be it resolved that the Board of Trustees approves the contracting for a

### **University Copier (Multi-Function Device) Program**

**ITEM DESCRIPTION:** Provision for the university copier (multi-function device) program to provide departments on campus with good quality, multi-functional (copy/scan/print) devices. This is a five-year contract for the estimated period of February 1, 2021 through January 31, 2026 with the option to renew for five additional one-year periods.

**COST:** Estimated cost for 5 years: \$400,000.00  
Estimated cost for renewal options: \$400,000.00  
Total 10-year estimated cost: \$800,000.00

**RECOMMENDED VENDOR:** Konica Minolta Business Solutions USA Inc; Peoria, IL

**FUND SOURCE:** Local

**SUMMARY OF PROPOSALS:** Requests for proposals were obtained and evaluated based on technical criteria for equipment, service, etc. and pricing. The contract was awarded to the firm with the most points overall (650 technical + 350 pricing = 1000 possible points).

Konica Minolta Business Solutions USA Inc	957.40 points
Marco Technologies LLC	883.52 points
Dove Print Solutions	828.18 points
Gordon Flesch Company Inc	789.48 points (New Canon fleet) 776.95 points (New Ricoh fleet) 770.03 points (Current Ricoh fleet)
RK Dixon Co	788.17 points
Sumner One Inc	727.87 points
Xerox Corporation	0 points (insufficient responses)
Ricoh USA, Inc	non-responsive (no BEP uPlan)

# WESTERN ILLINOIS UNIVERSITY BOARD OF TRUSTEES

December 18, 2020

## Resolution No. 20.12/2 Approved Signatories

**Resolution:**

**WHEREAS** the Associate Vice President for Budget and Finance (formerly the Vice President for Administrative Services) is responsible for depositories and major accounts; and,

**WHEREAS** as of January 1, 2021 the following University positions and names to withdraw funds is being requested: Interim Associate Vice President for Budget and Finance, Teresa Smith and , President Guiyou Huang; and,

**WHEREAS** guidelines established by the Interim President were followed; and,

**THEREFORE** be it resolved that the Board of Trustees approves the signature authority as presented.

# WESTERN ILLINOIS UNIVERSITY

## BOARD OF TRUSTEES

December 18, 2020

### Report No. 20.12/3 Report on Externally Sponsored Grants and Contracts for the 1<sup>st</sup> Quarter FY21

**Executive Summary:**

Report on externally-sponsored grants and contracts and income-producing contracts received by the University provided to the Board of Trustees on a quarterly basis.

**Quarter to Date**

Three Months Ended September 30	<u>2020</u>	<u>2019</u>	<u>2018</u>
Awards > \$50,000	\$6,425,082 (11)	\$11,256,861 (5)	\$4,668,930 (16)
Total Awards, (regardless of value)	\$6,593,352 (19)	\$11,494,857 (25)	\$4,974,026 (36)

**Fiscal Year to Date**

Three Ended September 30	<u>FY21</u>	<u>FY20</u>	<u>FY19</u>
Awards > \$50,000	\$6,425,082 (11)	\$11,256,861 (5)	\$4,668,930 (16)
Total Awards, (regardless of value)	\$6,593,352 (19)	\$11,494,857 (25)	\$4,974,026 (36)

#### Summary of Externally Sponsored Grants and Contracts

<u>Quarters</u>	<u>Quarterly Totals</u>	FY17	\$11,721,577 (114)
1 <sup>st</sup>	\$6,593,352 (19)	FY16	\$11,631,028 (104)
2 <sup>nd</sup>			
3 <sup>rd</sup>			
4 <sup>th</sup>			
Total	\$6,593,352 (19)		

<u>Annual Totals</u>	
FY20	\$28,516,125 (117)
FY19	\$16,321,791 (124)
FY18	\$11,451,766 (133)

## Selected Sponsored Projects Funded by External Agencies in the 1st Quarter FY2021

### Grants and Contracts

Amount of Grant or Contract: \$50,000  
Grantor/Contractor: Illinois State Board of Education  
Date Received: July 10, 2020  
Term: March 25, 2020 through June 30, 2021  
Director/Fiscal Agent: Andrew Baker  
Purpose: Public Service. The purpose of this project is to increase enrollment and graduation rates of agriculture education students.

Amount of Grant or Contract: \$50,000  
Grantor/Contractor: Spencer Foundation  
Date Received: July 30, 2020  
Term: July 1, 2020 through June 30, 2021  
Director/Fiscal Agent: Gloria Delany-Barmann & Carla Paciotto  
Purpose: Research. The purpose of this project is to study two rural sites in Illinois to explore in greater depths how the rural schools provided solutions and approaches to instructional challenges in similar regional contexts with different settings and demographics.

Amount of Grant or Contract: \$113,067  
Grantor/Contractor: Illinois Department of Natural Resources  
Date Received: September 24, 2020  
Term: July 1, 2020 through June 30, 2021  
Director/Fiscal Agent: Christopher Jacques  
Purpose: Research. The purpose of this project is to assess the physiological response of captive wild lesser scaup to varying doses of Cb and Ss parasites in relation to food utilization and other aspects of health.

Amount of Grant or Contract: \$180,253  
Grantor/Contractor: Illinois Community College Board  
Date Received: September 10, 2020  
Term: July 1, 2020 through June 30, 2021  
Director/Fiscal Agent: Paul Sweet  
Purpose: Public Service. The purpose of this project is to support the i-Pathways program at the Illinois Community College Board.



Amount of Grant or Contract: \$225,516  
Grantor/Contractor: Illinois Board of Higher Education  
Date Received: July 8, 2020  
Term: July 1, 2020 through June 30, 2021  
Director/Fiscal Agent: Boh Young Lee  
Purpose: Public Service. The purpose of this project is to provide support to students to obtain their credentials in early childhood education.

Amount of Grant or Contract: \$239,750  
Grantor/Contractor: Illinois Department of Commerce & Economic Opportunity  
Date Received: July 24, 2020  
Term: January 1, 2020 through December 31, 2021  
Director/Fiscal Agent: James Boyd  
Purpose: Public Service. The purpose of this project is to provide information, training, and guidance to assist and accelerate the growth potential of viable, long-term, entrepreneurial ventures, small businesses and start-up businesses to create and retain jobs in Illinois.

Amount of Grant or Contract: \$410,933  
Grantor/Contractor: Illinois Department of Human Services  
Date Received: August 19, 2020  
Term: July 1, 2020 through June 30, 2021  
Director/Fiscal Agent: Robert Derry  
Purpose: Public Service. The purpose of this project is to provide credentialing services for the IDHS Early Intervention program.

Amount of Grant or Contract: \$454,368  
Grantor/Contractor: Illinois Emergency Management Agency  
Date Received: September 19, 2020  
Term: October 1, 2019 through August 31, 2022  
Director/Fiscal Agent: Heather Hotz  
Purpose: Public Service. The purpose of this project is to offer law enforcement intelligence sharing planning workshops through 14 Mobile Team Units.

Amount of Grant or Contract: \$978,500  
Grantor/Contractor: Illinois State Board of Education

Date Received: September 1, 2020  
 Term: July 1, 2020 through June 30, 2021  
 Director/Fiscal Agent: Connie Shugart  
 Purpose: Public Service. The purpose of this project is to provide training, technical assistance, consultation, and resources to professionals and parents of young children with disabilities to enhance educational programs for children with disabilities.

Amount of Grant or Contract: \$1,500,000  
 Grantor/Contractor: University of North Texas  
 Date Received: July 24, 2020  
 Term: October 1, 2018 through July 14, 2021  
 Director/Fiscal Agent: Eric Faierson  
 Purpose: Research. The purpose of this project is to develop advanced material systems relevant to Army applications for optimal performance in dynamic loading environments.

Amount of Grant or Contract: \$2,222,695  
 Grantor/Contractor: Illinois Board of Higher Education  
 Date Received: August 11, 2020  
 Term: July 14, 2020 through September 30, 2021  
 Director/Fiscal Agent: Justin Schuch  
 Purpose: Student Support. The purpose of this project is to provide support to underrepresented, first generation, and low income students affected by the COVID-19 crisis.

### **Additional Information**

#### Number of First or Second time Proposals and Awards

First Quarter:	<u>1<sup>st</sup> Proposal</u> 4	<u>2<sup>nd</sup> Proposal</u> 1	<u>1<sup>st</sup> Award</u> 2	<u>2<sup>nd</sup> Award</u> 0
Fiscal Year to Date:	<u>1<sup>st</sup> Proposal</u> 4	<u>2<sup>nd</sup> Proposal</u> 1	<u>1<sup>st</sup> Award</u> 2	<u>2<sup>nd</sup> Award</u> 0

# WESTERN ILLINOIS UNIVERSITY BOARD OF TRUSTEES

December 18, 2020

## Report No. 20.12/4 Report on Athletics

The 2019-2020 academic and athletic year contained a lot of emotion; the beginning was full of excitement and accomplishments, and uncertainties and challenges pegged the end.

A few highlights included academic successes, the men's soccer team winning the Summit League regular-season title, which also provided the opportunity to host a Summit League men's soccer tournament in the future, and the introductions of two new staffs. The future of Leatherneck men's basketball lies in the hands of head coach Rob Jeter while head coach Alisa Goler took over the reins of WIU softball in July.

### **Academics**

WIU Athletics finished the spring semester in resounding fashion - with a 3.378 grade point average.

The achievement marked not only the highest in athletics history but also the 26th consecutive semester that Western student-athletes recorded a higher term GPA than the general Macomb campus. The athletic department's previous record was 3.199.

Fifty student-athletes finished the 2020 spring semester with a perfect 4.0, while 261 -- 82 percent of the student-athlete population -- posted a 3.0 or higher.

The success also saw eight programs post their highest term GPA in program history: women's cross country (3.893), women's tennis (3.854), women's swimming and diving (3.615), women's track and field (3.591), men's soccer (3.414), men's track and field (3.298), football (3.129), and baseball (3.323).

### **Programming**

Student-athlete development was highlighted by two speakers during the 2019-2020 academic year.

Karissa Kouchis, a former WIU softball player, who is currently the youngest female motivational speaker for Tony Robbins, spoke to our student-athletes during the fall about mindset, mental attitude and success habits. She did small group breakout sessions and a large group presentation that was well-received among all student-athletes.

Huddle Up, from the Institute of Sport and Social Justice, came in during the spring to discuss gender roles and destructive behavior with our student-athletes. The session helped our student-athletes consider their core values and how they live those values through the type of man/woman they would like to be. The moderators discussed social and personal obstacles that get in the way of living authentically, explored mainstream gender roles, and deconstructed media images and how they translate into norms, behaviors, and relationships.

## **Diversity & Inclusion**

Education, initiatives, and programming around diversity and inclusion have been at the forefront in light of recent events across our nation. Programming began in the spring with the Martin Luther King Scholarship and has continued during the 2020-2021 academic year. The department placed a particular emphasis on allowing student-athletes to use their platform to implement change.

The Martin Luther King Scholarship was developed as a collaborative effort between athletics and the Multicultural Center. The Martin Luther King Scholarship will be awarded to two Western Illinois students who embody and exemplify the characteristics promoted by Dr. King - a vision of peace, persistence in purpose, and inspirational action, as well as sportsmanship either within or outside the WIU communities.

Monyae Williamson was named the NCAA Athletics Diversity and Inclusion Designee for WIU and will serve as the university's primary contact for information related to national, local, and campus-level issues of diversity and inclusion. She will also be the point of contact for NCAA programming and information, including scholarship, grant, and professional development opportunities. Monyae was also selected to represent Western on the newly-formed Summit League task force on diversity and inclusion.

The Institute for Sport and Social Justice provided educational training sessions for WIU Athletics' staff and student-athletes. Coaches and staff attended two educational sessions, July 9, and October 28. Student-athletes attended The 'Huddle Up' discussions which highlighted unconscious bias, the power of words, allyship, and building community. Athletics also hosted an open forum for our black student-athletes after the recent acts of racism and violence this summer. An outside counselor helped facilitate the conversation and provide a safe space for students to voice their concerns.

DeShon Gavin, a member of the football team, created a March to Vote initiative to encourage young adults to engage in national, state, and local elections. A rally on September 26, brought together the WIU community, and with the assistance of The League of Women Voters of McDonough County, several registered to vote on-site.

Athletics recently announced the formation of the Black Athlete Association (BAA), a newly-formed student group that intends to promote and further the values of inclusivity, diversity, and social justice on the campus of Western Illinois University, the surrounding Macomb community and beyond.

## **Development**

The Leatherneck Club membership, from July 1, 2019, through July 31, 2020, included 472 members and raised \$325,210.07. Despite not fundraising for nearly four months, those numbers were not far off from the 2018-2019 academic year -- 647 members and \$341,677.07 raised, a difference of only \$16,467.

Many of our fundraising events were canceled or altered due to the pandemic. The 2020 Leatherneck Club Golf outing, scheduled for June 1, 2020, was canceled. This event typically raises between \$10-15K for WIU Athletics. The 2020 Purple & Gold Auction moved to a virtual format and grossed \$31,039 for WIU Athletics. Despite being our first-ever virtual auction, we solicited nearly 100 items and registered almost 500 people for the event that ran from August 13-15.

In total, WIU Athletics raised \$797,059 in FY20, surpassing the FY20 Goal of \$775K (again, without fundraising for nearly four months). This was highlighted by a \$500K gift by Sanford Health, which was fulfilled with the final \$250K pledge payment.

The COVID pandemic has impacted the entire world with unprecedented hardships, and Western Illinois University Athletics is no exception. In the face of these hardships, the department announced a new initiative, Leathernecks March On. Utilizing the popular verbiage from “We’re Marching On,” the WIU Fight Song, Leathernecks March On has the goal of giving family, friends, Alumni, and donors the opportunity to continue their support of WIU student-athletes as they navigate through the challenges of COVID. The mission of the initiative is to uplift and unite Western Illinois University and the surrounding campus community during unprecedented times for all.

## **COVID Updates**

The report has traditionally focused on the previous academic year, but it is important to share a small glimpse into what the last eight months have looked like amid COVID.

In March, calls were made to spring sport student-athletes and coaches, notifying them that their seasons had come to an unexpected halt. In early August, the decision was made to postpone fall sports to the spring semester. Student-athletes returned to campus for classes mid-August and student-athletes, coaches, and staff were required to be tested for COVID before team meetings, workouts, or practices were permitted.

After the initial test, athletics transitioned to weekly surveillance testing of 25% of the student-athletes, coaches, and staff. By the end of the fall semester, athletics will have conducted around 2,200 COVID tests amongst student-athletes, coaches, and staff. Those numbers will only increase in the spring as testing requirements will increase for all programs as they transition from out-of-season segments during the fall to in-season segments this spring. The chart below shows the frequency of testing for each sport while in-season, depending on the transmission risk.

<b>SPORT</b>	<b>TRANSMISSION RISK</b>	<b>TIER 1 INDIVIDUAL IN-SEASON TESTING REQUIREMENTS (as of 11/16/20)</b>
<b>Baseball</b>	Intermediate	Surveillance PCR or antigen/rapid PCRtesting 25%-50% of Tier 1 personnel everyone one to two weeks, beginning one week prior to the first competition
<b>Basketball</b>	High	Testing three times weekly on nonconsecutive days, beginning one week prior to the first competition. PCR or antigen/rapid PCRtesting may be used.
<b>Cross Country</b>	Low	Testing is performed in conjunction with a school plan for all students.
<b>Football</b>	High	Weekly PCR testing of Tier I personnel.
<b>Golf</b>	Low	Testing is performed in conjunction with a school plan for all students.
<b>Soccer</b>	Intermediate	Surveillance PCR or antigen/rapid PCRtesting 25%-50% of Tier 1 personnel everyone one to two weeks, beginning one week prior to the first competition.
<b>Softball</b>	Intermediate	Surveillance PCR or antigen/rapid PCRtesting 25%-50% of Tier 1 personnel everyone one to two weeks, beginning one week prior to the first competition.
<b>Tennis</b>	Low	Testing is performed in conjunction with a school plan for all students.
<b>Indoor Track &amp; Field</b>	Intermediate	Surveillance PCR or antigen/rapid PCRtesting 25%-50% of Tier 1 personnel everyone one to two weeks, beginning one week prior to the first competition.
<b>Outdoor Track &amp; Field</b>	Low	Testing is performed in conjunction with a school plan for all students.
<b>Volleyball</b>	High	Testing three times weekly on nonconsecutive days, beginning one week prior to the first competition. PCR or antigen/rapid PCRtesting may be used.

Athletics has been fortunate enough to partner with the University's testing plan to meet the required guidelines set forth by the NCAA. To accommodate the rigorous testing schedule in athletics, a second testing lab was set up in Western Hall.

Athletics has felt the financial impact of the pandemic. The NCAA revenue distribution decreased, guarantee games were canceled, ticket revenue was lost, and sponsorships and partnership agreements were impacted. These reductions resulted in difficult cuts, including, but not limited to, the suspension of the men's and women's swimming and diving program, elimination or delay of six full-time positions, two temporary positions, and six graduate assistant positions, reduction of operating budgets, decrease in summer school funding, team travel adjustments, and non-renewal of contractual and software agreements. While these were

difficult decisions, they were also necessary to ensure the viability and future of Western Illinois Athletics.

The department is preparing to host 17 sports in six months this spring. This presents additional challenges with staffing and facilities, but the goal is to provide a positive experience for the student-athletes who have waited months to return to competition. The Leathernecks are ready to bring back some excitement, energy, and life to the campus and community.

Home events will look different this year as attendance is currently limited per state guidelines. Indoor events (e.g., basketball and volleyball) are not permitted to have spectators at this time. Outdoor events will be limited to a 20% capacity.

New protocols are in place for team travel and game operations. While we fully anticipate additional changes due to the pandemic's fluidity, the administration, taskforce, and athletics staff have worked hard to implement guidelines that minimize the risk and protect those within and around the program.

# WESTERN ILLINOIS UNIVERSITY

## BOARD OF TRUSTEES

December 18, 2020

### Report No. 20.12/5 Enrollment, Retention, and Graduation Rate Information

#### **2020 Enrollment Management Executive Summary – December 2020**

*Board of Trustees - Western Illinois University*

##### **Executive Summary**

- As of this writing (11/23), our goal of exceeding the headcount enrollment of spring 2020 (6,994), and thus reversing a 14-year enrollment decline year-over-year this spring, remains possible
  - Currently we are running approximately one week ahead in registrations vs. spring 2020, but much of that is due to dramatically different registration timing this year
  - By the actual December Board meeting, we should have a good sense of our chances of meeting this goal
  
- Fall applications for both freshmen and transfers started very slowly for this recruitment cycle, which has been true both state-wide and nationally. This is likely due to a very different start to most high school academic years, and absent many of the traditional triggers (high school visits, on campus visits, regular contact with school counselors) that encourage students to begin the application process.
  - Freshmen applications are currently down 8% (statewide publics are down >20%)
  - Freshmen admitted, however, are up over 5%
  - Transfer applications are down 3%, understandable in light of the Illinois community college enrollments being down over 12%
  - All categories of student applications and admissions have continued to gain ground over last year for the past month, and we expect that momentum to continue

##### **Undergraduate Admissions and Enrollment Services Report**

###### **Overview**

Building on the huge success of the fall 2020 freshman class, major efforts continue for the fall 2021 class. Efforts have been and are greatly impacted by the COVID virus, which has limited the ability to meet with students in-person and to bring students to campus. The virus is also



making college planning for students extremely complicated. There have been large impacts on first generation and students of color.

### **Fall 2021 Recruiting**

A wide variety of virtual strategies, tactics and initiatives were developed and implemented and continue to be created for the fall 2021 class. Among them:

- Events for juniors held over the summer before their senior year started.
- 1:1 on-campus tours for students and their families
- 1:1 meetings with admissions counselors
- A series of virtual open houses with each academic college
- Enhanced communication and outreach via texting, email, direct mail, social media, personal contact and web sites
- Virtual high school visits and college fairs
- Increased usage and success with college search and planning web sites

### **Summary**

The enrollment challenge did not occur overnight and will not be solved overnight. Challenges over the past year have been enormous and continue. Stability and consistency moving forward will allow more alignment among campus constituencies, enhancing partnerships among faculty, the Provost's Office, Marketing, University Relations, Institutional Research, AIMS, Budget, Student Affairs, Alumni and others who share the goal of increasing enrollment. We will continue to build the infrastructure to support enrollment moving forward.

### **Transfer Services Update**

#### **Scholarships**

A minor adjustment was made to our Transfer commitment scholarship to allow students who transfer in with less than 24 credit hours be eligible to receive the scholarship. The benefits of this change are:

- Students who decide to transfer to WIU prior to earning the 24 credits are not left out of scholarship opportunities just because they were falling into a gap in our existing structure of the freshman and transfer award parameters.
- Scholarship will award the \$2,500 award to students that have less than 24 hours, who are accepted by freshman admission requirements and who have a 2.5 GPA coming from their transfer institution.

At the suggestion of the Director of Undergraduate Admissions and Enrollment a new Transfer Achievement Scholarship was approved. This scholarship will allow community college

presidents or chancellors from institutions we have not had recent enrollment from to nominate a transfer student from their institution to receive this award. This award will go to the admitted, nominated student who enrolls full time. These nominations will take place by invitation only that will be sent from the Undergraduate Admissions office.

## **Applications & Outreach**

Transfer applications for spring are currently trending down year to date, but are only slightly down for fall 2021 year to date.

Transfer admissions staff continue to reach out to students with a priority on spring 2021 starting students. Outreach to both students and community college staff is ongoing as admissions representatives continue to make virtual visits, give presentations to specialized groups and meet individually with students either virtually or by phone.

In October we held our Transfer Articulation Conference for community college staff who work with transfer students and had advisors in attendance from 27 different institutions.

Quad City campus admission operations have been working much the same as operations in Macomb. We have offered virtual visit opportunities and individualized student visits/tours upon request.

## **Trends**

Nationally community college enrollment is down and Illinois is one of the top states that are experiencing higher declines. Strategies are currently in place to maintain effective outreach to transfer students and also generate more student leads for this population. It will be important that WIU find ways to be as transfer friendly in our policies and procedures as we can to attract this student population. The scholarship changes and additions over the last year has helped in this area and I feel that the new updated changes and additions for this Spring and upcoming fall semester are effective strategies.

## **Financial Aid Office**

### **2020-21 Processing**

- The Financial Aid Office has received over 9,600 applications for financial aid for the 2020-21 academic year. Awards offers for the 2020-21 academic year were sent out to prospective freshmen beginning November 27, 2019. To date Financial Aid has sent over 7,700 award offers.
- To date WIU has received over 6,000 application for financial aid for the 2021-22 academic year.
- Application opened October 1, 2020. WIU sent it's first award offer to prospective freshmen on November 25, 2020 – one of the earliest in the State of Illinois.

- To help reduce debt and reduce borrowing all Federal Work Study eligible students will be awarded an assumed Federal Work Study award as part of their financial aid package.

### **Recruitment and Retention**

- Affordability continues to be a concern for recruiting and retaining students at Western. The estimated cost of attendance for a new student enrolling in 15 credit hours at the Macomb campus who reside on-campus is \$22,034. The average out-of-pocket cost per student is \$3,878. This is attributed to our robust scholarships including the Western Commitment Scholarship, AIM High Scholarship, Leatherneck Book Award, Alumni Legacy Scholarship, Housing Waivers for Dependents of Employees, Federal/State Grants, and Foundation Scholarships. For more information about scholarship opportunities please visit [wiu.edu/scholarship](http://wiu.edu/scholarship).
- The state AIM HGH program was implemented for the 2019-20 academic year and has been a welcome addition to the State's portfolio and investment in higher education. WIU awarded 209 students AIM High totaling \$1,306,500.00 in 2019-20. The Fall to Spring retention of new, full-time freshmen increased by 3.4% from 86.3% to 89.7%. Students who received an AIM High award had a retention rate of almost 100%. During the 2020-21 academic year 329 students were awarded an AIM High Grant totaling \$2,068,000.00.

### **Outreach**

- The Financial Aid Office kicked up its social media and outreach presence prior to COVID and has continued to provide relevant and up to date news during the Fall 2020 semester. We served 249 students through virtual appointments since August 1st; over 1,100 student phone calls and over 8,200 student inquiries via email since August 1st. Financial Aid is on Facebook, Twitter, Snapchat, and Instagram. Internet pages have been updated to include how-to videos to help students complete financial aid tasks like understanding their award letters, accepting federal direct loans, completing exit counseling. Other media projects are in the works.
- Staff have continued to take financial aid to the students by setting up virtual office hours via Zoom and Facebook Live. WIU held four virtual FAFSA Completion workshops and sponsored a FAFSA Completion workshop in partnership with the Illinois Student Assistance Commission where the information was available in both English and Spanish.

### **Retention Initiative Update, December 2020**

Our retention initiative efforts have continued to develop over this past semester.

Through support from the Governor's Emergency Education Relief (GEER) Funding, WIU has been able to focus on critical needs and support for our students. Through GEER support we allocated over \$1,200,000 to scholarship opportunities for students who partake in university resources like tutoring and other support services, as well as those who make steps for successful planning for their spring semester. We are excited to follow the impact of this program as we roll

out a similar approach for spring 2021. In addition to the scholarship opportunities offered, GEER support has also allowed us to financially assist students who may have been impacted by COVID-19 and struggling to pay account balances. An additional focus has been on needed technological resources to support students, faculty, and staff.

Our mentorship programming has evolved this semester in a number of ways. A final support of GEER funding has been to support new mentorship programming within the Multicultural Center. Rocio Ayard Ochoa and Carl Ervin have done a great job developing the mentorship program and support students. We have also enhanced the Building Connections Mentorship program this past semester. In addition to the time our committed faculty and staff members donated to our Building Connections Mentorship program, we welcomed alumni council members and current upper division students as mentors who reached out to share resources, supports, and insights to our current students.

Through support from a financial contribution from the Partnership for College Completion, we have developed and implemented the First Generation Initiative Scholarship to provide financial assistance to first generation college students. We look forward to growing this scholarship opportunity. If anyone is interested in donating to enhance the First Generation Initiative Scholarship, please let us know at [retention@wiu.edu](mailto:retention@wiu.edu).

The Leatherneck Care Referral Program continues to be a valuable tool in our retention efforts. With over 1,000 retention and care reports submitted this semester, staff members in the Student Development and Success Center and the Retention Initiatives Area have been busy providing direct follow up to students. Many faculty members have done outstanding jobs providing insights on students of concern to allow for direct follow up from staff. We are looking forward to the continued progress of the Leatherneck Care Referral Program as we move into the spring semester.

Finally, we are excited to enhance the services and support for our students with the Enrollment Management and Retention Initiatives area. Following the Quad Cities Strategic Planning Statement, we have developed the Center for Career Preparation and Employer Engagement to assist in the development of employer connections in the greater Quad Cities area as well as career development opportunities we have for our students on both campuses. Under the leadership of Audrey Adamson on the QC campus, we believe the Center for Career Preparation and Employer Engagement will provide many opportunities for our students. We have also continued to review and develop the other services within the area including the First Year Advising Center to provide a common experience and solid foundation for incoming students in their academic endeavors as well as the Transition and Academic Skill Center to focus on the onboarding process for our students as well as academic support resources throughout their time as Leathernecks.

# WESTERN ILLINOIS UNIVERSITY BOARD OF TRUSTEES

December 18, 2020

## Report No. 20.12/6 Update on Higher Learning Commission Accreditation

December 2020

Notification Regarding HLC Reaffirmation of Accreditation and Larger Strategic Planning

To: Members of the Western Illinois University Board of Trustees  
Polly Radosh, Chair  
Greg Aguilar  
Justin Brown  
Erik Dolieslager  
Kisha Lang  
Doug Shaw  
Carin Stutz  
Mark Twomey

From: Mark Mossman,  
Associate Provost and Associate Vice President  
Accreditation Liaison Officer  
Assurance System Coordinator  
Date: December 18, 2020

This notification briefly summarizes our progress in preparing WIU's Reaffirmation of Accreditation documents for the Higher Learning Commission (HLC), provides a timeline for the remaining work on this project, and outlines for the Board a number of HLC informational initiatives that will be coming to our campuses in January.

In brief, WIU has completed the following tasks:

- Individual Working Groups have now completed the review of all five Assurance Argument chapters;
- The Assurance Argument Writing Team has now completed its final drafting of the Assurance Argument chapters;
- The larger Assurance Argument Review Committee has now reviewed the entire assurance argument. This group will meet one final time in January to review the last drafts of the argument;
- Among other items, a "Final Stretch" team is now completing a large "Evidence File" and "Introduction Page," both of which will be uploaded to the HLC assurance system with the final drafts of the assurance argument; this team is also copyediting and finalizing the last drafts of the assurance argument chapters.

I encourage all board members to visit the Office of Assessment, Accreditation, and Strategic Planning website (<http://www.wiu.edu/aasp/accreditation/review.php>) to review drafts of each chapter as well as links to the Evidence File, Introduction Page, and other relevant documents. This website also provides a detailed account of the process of preparing these documents and a list of

various committees and their memberships.

I would like the Board to note that the next few months will include the following activities: 1) for December and January, we are developing a series of podcasts outlining the history of WIU and accreditation, the significance of HLC accreditation, and the details of each individual chapter of the assurance argument; 2) in January we will send the assurance argument to students, alumni, all staff and faculty, all administration, and all community stakeholders, and we will ask for comments, suggestions, and responses; 3) in February we will coordinate with HLC to conduct a WIU student survey; 4) in December, January, and February we will meet individually with all major shared governance structures in our WIU community to discuss the contents of the assurance argument and the upcoming visit.

Our visit from HLC will begin on March 29, 2021; a review of both campuses will be complete by April 4. It is still to be determined whether or not this visit will be virtual or in person and physically distanced.

As mentioned in the last notification (Sep 2020), the writing of these accreditation documents will be the basis for larger strategic planning efforts in the coming years.

Please contact me if you have any questions or concerns.

Sincerely,

Mark Mossman, PhD

Associate Provost and Associate Vice President

Accreditation Liaison Officer

Assurance System Coordinator

cc: Incoming President Huang

Interim President Abraham

Interim Provost Clow

Faculty Senate Chair Pynes

Faculty Council Chair Porter

Associate Provost Morgan

COAP President Schuch

Asst VP/QC Admin Mindrup

CSEC President Friedrichsen

Interim Vice President Smith

SGA President Levchenko

SGA President Kletke

Interim Associate VP Swegan

Institutional Research Director Bonifas

# WESTERN ILLINOIS UNIVERSITY BOARD OF TRUSTEES

December 18, 2020

## Resolution 20.12/3 Revision of Board *Regulations*, V. Administrative Affairs J. Mandatory Fees 4. Other Mandatory Fees – Second Reading

### **Resolution:**

**WHEREAS**, the Western Illinois University Board of Trustees must approve changes to regulations prior to implementation; and,

**WHEREAS**, the Western Illinois University Board of Trustees have previously added and changed other mandatory fees;

**WHEREAS**, the Board of Trustees had the first reading of this Resolution on September 24, 2020 and second reading with final approval at December 18, 2020 meeting

**THEREFORE**, be it resolved that the Western Illinois University Board of Trustees approves the revision to the Regulations Section V. Administrative Affairs J. Mandatory Fees. 4. Other Mandatory Fees, replacing the current language in total with the following:

#### 4. Other Mandatory Fees

The Board shall annually review and approve other mandatory fees. Board approval shall be required to establish or change the amount of any mandatory fee.

# WESTERN ILLINOIS UNIVERSITY

## BOARD OF TRUSTEES

December 18, 2020

### Resolution No. 20.12/4 Revision of Board of Trustees Bylaws Section VI. Rules of Order. – Second Reading

#### **Resolution:**

WHEREAS, the Board of Trustees has previously adopted Bylaws for Western Illinois University; and,

WHEREAS, revisions to those governing documents are necessary in order to improve operating efficiencies and the Board of Trustees has decided to change its rules of order to operate more effectively; and,

WHEREAS, per Section X of the Bylaws, Board of Trustees Bylaws may be amended at any regular meeting of the Board by a majority vote of the Board.

THEREFORE, be it resolved that the Western Illinois University Board of Trustees approves the revisions replacing the current language in total with the following:

#### **Section VI. Rules of Order for Discussion and Action at Board of Trustee Meetings**

##### A. Introduction

1. These rules exclusively govern the discussion and action by WIU Board of Trustees (BOT) members on all items which arise at Board meetings, except to the extent applicable statutory, court or agency rulings or Board regulations provide to the contrary. There are no other rules, such as Robert's Rules of Order, which apply to discussion and action at Board meetings.
2. Questions with regard to the interpretation or application of these rules will be determined by the Chair of the BOT. The term "Chair of the BOT" in these Rules includes the Vice-Chair the absence of the Chair of the BOT.

Any determination by the Chair of the BOT regarding the interpretation or application of these rules may be reversed or modified by a motion adopted at the meeting at which the Chair's determination is made. Any such motion must be made promptly following the Chair's determination. Discussion on any such motion is limited to one round per trustee, unless discussion is extended by the Chair of the BOT or the Board.

3. There are six motions which can be made under these rules:



- a. To take action on an agenda item.
- b. To reconsider action taken at the same meeting.
- c. To rescind or modify action taken at an earlier meeting.
- d. To place an item on the agenda for a future meeting.
- e. To extend the time for discussion.
- f. To close discussion, which may include a call for a vote on the motion or to place the item under discussion on the agenda for a future meeting.
- g. To reverse or modify the ruling of the Chair of the BOT on the interpretation or application of these rules.

Motions e and f take precedence over motions a, b, c and d. Motion g takes precedence over all other motions.

4. Any trustee may raise a question at any time as to another trustee's compliance with the Board of Trustees Communication and Meeting Guidelines or the Board Bylaws or regulations.

#### B. Discussion

1. Discussion on any matter at a Board meeting must be germane to an item on the agenda for the meeting or, if at a regular meeting, otherwise properly raised for discussion at the appropriate place on the agenda.
2. For meeting effectiveness discussion on each agenda item will proceed in rounds, with a minimum of one round. The number of discussion rounds for each agenda item will be determined in advance by the Chair of the BOT and President and specified on the agenda. Any trustee can make a motion to extend the discussion on an agenda item:
  - a. During the first round, each trustee will be provided the opportunity to present his or her views and pose questions to the administration and other trustees.
  - b. During any subsequent round, each trustee will be provided the opportunity to reply to questions and comments from other trustees and the administration and make any additional statement.
  - c. In each round, trustees will have the opportunity to ask any questions of the President. If the President would like to speak during discussion on a particular agenda item, the President will let the Chair of the BOT know.

- d. Unless otherwise provided for in the agenda, each trustee will have up to three (3) minutes in the first round and two (2) minutes in any subsequent round to speak. Trustees will monitor their own timekeeping.
3. Discussion on non-agenda items raised at a regular meeting will be limited to one or two rounds of approximately equal time for each trustee as set by the Chair of the BOT or approved by the BOT. The President will be provided the opportunity to express his or her views in any such discussion.
4. A rotational method shall be administered by the Chair of the BOT to determine the order in which each trustee is afforded the opportunity to participate in discussion.
5. A trustee may forgo, or allocate to another trustee, all or any portion of his or her discussion time.
6. Additional time for discussion may be allowed at the discretion of the Chair of the BOT, with each trustee limited to approximately equal time set by the Chair.
7. The BOT, upon adoption of a motion, may allow additional time for discussion for each trustee. Discussion on such a motion is limited to one round per trustee.
8. Once discussion has been afforded as provided for above, the Chair of the BOT will close the discussion and call a pending motion for a vote.

#### C. Action on Agenda Items

1. Action is initiated by a motion made by a trustee. A second is required. Repetitive motions of the same substance are not permitted.
2. Once a motion is made, discussion of the motion will take place under the rules for discussion set forth in Section II. above. A second is required before proceeding with discussion and action.
3. Amendment of a motion is not permitted. If a motion needs to be changed, the motion must either be:
  - a. withdrawn by the maker of the motion with a new motion made in its place, or
  - b. voted upon and defeated, followed by a new motion.
4. Voting:
  - a. A motion passes if it receives the “yes” vote of a majority of those trustees actually voting “yes” or “no” on the motion, unless a different vote or result is required by law.
  - b. A motion fails if it receives an equal number of “yes” and “no” votes or a majority of “no” votes, unless a different vote or result is required by law.

- c. A trustee who responds to the call for a vote on a motion with “abstain”, “present”, “pass” or similar response will be shown in the minutes to have so voted, but will not be considered to have actually voted for purposes of determining the outcome of the vote, unless a different vote or result is required by the law.
  - d. When a different vote or result is required by the law, the motion must receive the required number of “yes” votes in order to pass, and the BOT’s attorney should be consulted to determine the result of responses such as “abstain”, “present” or “pass”.
  - e. When a roll call vote is required by law or requested by the Chair of the BOT or a Trustee, a rotational method of voting shall be administered by the Secretary of the Board or the recording secretary of the Board.
5. Once a motion is adopted, the substance of the action approved by such motion may be reconsidered at the same meeting only through a motion for reconsideration made by a trustee who voted in favor of the motion to be reconsidered. Reconsideration is available only at the meeting at which the action to be reconsidered was taken.
6. Once a motion is adopted, the action reflected in the motion may be rescinded or modified at any later Board meeting by a motion duly made and adopted for rescission or modification if such action is provided for as an agenda item at the later meeting.

# WESTERN ILLINOIS UNIVERSITY BOARD OF TRUSTEES

December 18, 2020

## Resolution No. 20.12/5 to Approve an Intergovernmental Agreement to Utilize Space

### **Resolution:**

**Whereas**, the Board of Trustees of Western Illinois University has the authority to lease real property and into intergovernmental agreements, and

**Whereas**, the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Human Services wants to utilize office space on the Macomb Campus of Western Illinois University; and

**Whereas**, the University agrees to rent approximately 4,500 square feet located at 640 Sherman Dr., 3<sup>rd</sup> Floor of Seal Hall for \$4, 875.00 per month. The intergovernmental agreement is attached to this Resolution.

**THEREFORE**, be it resolved that the Board of Trustees approves that:

1. The Board authorizes the President of the University to enter into an intergovernmental agreement with the State of Illinois, acting by its Department of Central Management, on behalf of the Department of Human Services to utilize the aforementioned real property subject to the following conditions: (a) the lease term shall be for a period 60 months; (b) monthly lease payments will be \$4,875 per month; (c) the University will be responsible for all related maintenance and repairs to the premises.
2. The Chairperson, the Secretary and the President or his designee are hereby authorized and directed to do all such acts and to execute all such documents as may be necessary to carry out and comply with the provisions of this resolution and with the actions of the members, officers, agents and employees of the Board, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, which actions shall be and are ratified, confirmed and approved.

INTERGOVERNMENTAL AGREEMENT  
TO UTILIZE SPACE  
No. 6773

The parties, Board of Trustees of Western Illinois University, hereinafter called "University," and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Human Services, hereinafter called "State", agree to the use of the premises described herein below on the following terms and conditions.

1. PURPOSE: The purpose of this Agreement is to allow the State use of certain space as authorized by the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

2. NOTICE: All notices provided to be given under this Agreement shall be given by certified mail and shall be deemed received by the party designated to receive such notice three (3) days following the date of deposit in the United States Mail and addressed to the proper party, at the following address:

Western Illinois University  
Attn: Board of Trustees  
1 University Circle  
Macomb, IL 61455  
Phone: 309-298-1824  
Emergency: 309-298-1949

Dept. of Central Management Services  
Manager of Transactions  
313 S. 6<sup>th</sup> St.  
401 S. Spring Street  
Phone: 217-782-9117  
Fax: 217-557-1036

3. PREMISES: The University agrees to provide for use by the State certain real property consisting of approximately 4,500 square feet located at 640 Sherman Dr., 3<sup>rd</sup> Floor of Seal Hall, Macomb, IL 61455, hereinafter called "Premises". The State shall have available for its use parking for (2) customer spaces, plus (2) handicap accessible spaces. Employees will be allowed to purchase faculty staff parking passes at University employee rates.

4. TERM: The term of this Agreement is for sixty (60) months commencing February 1<sup>st</sup>, 2021 and expiring January 31<sup>st</sup>, 2026.

5. HOLDOVER: If, after expiration of the Agreement, the State retains possession of the Premises, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated or renegotiated. During a holdover, either party has the option to terminate this Agreement by giving thirty (30) days' written notice prior to termination.

6. RENT: The State shall pay rent to the University in accordance with the attached Exhibit C. Rent shall be paid monthly, in arrears, subject to legislative appropriation, by State warrant. Send payment to: Seal Hall room 143, c/o Patty Thornton, 911 W. Murray St., Macomb, IL 61455.

7. **AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS:** This Agreement is contingent upon and subject to the availability of sufficient funds. The State may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the State [or sufficient Federal funds have not been made available to the State by the Federal funding source], (ii) the Governor or the State reserves appropriated funds, or (iii) the Governor or the State determines that appropriated funds [or Federal funds] may not be available for payment. The State shall provide notice, in writing, to the University of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the University's receipt of notice.
8. **USE OF PREMISES:** The State agrees to use the Premises solely for the purpose of conducting State business.
9. **TERMINATION:** Either party has the option to terminate this Agreement at any time by giving ninety (90) days' written notice prior to termination.

**Intergovernmental Agreement No. 6773**  
**Page 2**

10. MAINTENANCE & OPERATING FEES: The University shall be responsible for all maintenance and repairs of the Premises and any parking facilities. In addition to maintenance and repairs, the University will also be responsible for all utilities. The State shall be responsible for maintaining its own equipment.
11. MODIFICATION: State will not make any modifications to the Premises without the prior written consent of the University.
12. AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65) The University and its subcontractors shall maintain books and records relating to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the University for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The University and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The University or subcontractors shall not impose a charge for audit or examination of the University's books and records.
13. FREEDOM OF INFORMATION ACT: This Agreement and all related public records maintained by, provided to or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.
14. CONTRACTUAL AUTHORITY: CMS, as Lessee, shall be the only State entity responsible for payment under this Agreement, unless said Agreement is also signed by the Using Agency. In that case, the Using Agency shall be the only State entity responsible for payment under the Agreement.
15. OPERATION OF PROGRAMS: The parties' respective programs and operations are to function as complete separate entities, with no overlap of authority, duties, or responsibilities other than those contained in this Agreement.

**Intergovernmental Agreement No. 6773**  
**Page 3**

16. ASSIGNMENT: The State shall not assign or sublease its rights under this Agreement.
17. EXHIBITS: The following Exhibits are appended hereto and by reference made a part of this Agreement: Exhibit G Disclosure Statement; Standard Certifications for Intergovernmental Agreements; Exhibit I Federal Taxpayer Identification Number and IRS Form W9; Exhibit K Disclosure of Business Operations with Iran.
18. IMPROVEMENTS: The University shall be responsible to furnish all labor and materials to complete the Work as noted below, including the cost of labor to move furniture and equipment of the Using Agency if required to complete such Work. The University agrees that the tenant improvements will be completed during non-business hours, weekends, or holidays subject to the approval of the Using Agency. The Lessor shall, as a condition of rent, provide the following improvements to the Premises, at the University's sole cost and expense. Work to be completed two weeks prior to the lease commencement date.
- a. Build a dividing wall between rooms 301 and 303.
  - b. Build a reception door in room 309.
  - c. Build a dividing wall between rooms 315 and 317.
  - d. Build a dividing wall in room 110.
  - e. Run fiber line from the basement to the 3<sup>rd</sup> floor mechanical room and network cables to the offices. (to be paid separately by DHS, per Exhibit C-1)
  - f. Install a door in the old bathroom where the file room will be and clear out the old toilets. (to be paid separately by DHS, per Exhibit C-1)



IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed by authorized parties on the dates shown below.

**Board of Trustees of Western Illinois University:**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES**

Signed: \_\_\_\_\_

Printed Name: Janel L. Forde  
\_\_\_\_\_

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

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

Negotiated by: Brent Daily

Date: 11/4/20

**EXHIBIT C – PAYMENT OF RENT  
IGA No. 6773**

**RENT SCHEDULE**

<b>Year</b>	<b>Rent/ RSF ( 4,500 sf )</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
Year 1 (2/1/21 – 1/31/22)	\$13.00	\$4,875.00	\$58,500.00
Year 2 (2/1/22 – 1/31/23)	\$13.00	\$4,875.00	\$58,500.00
Year 3 (2/1/23 – 1/31/24)	\$13.00	\$4,875.00	\$58,500.00
Year 4 (2/1/24 – 1/31/25)	\$13.00	\$4,875.00	\$58,500.00
Year 5 (2/1/25 – 1/31/26)	\$13.00	\$4,875.00	\$58,500.00
		<b>Term Total:</b>	<b>\$292,500.00</b>

**HOLDOVER RENT**

If, after the expiration of the Agreement, State retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$13.00/RSF.

**EXHIBIT G – DISCLOSURE STATEMENT**  
No.

IGA

**THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SUBSCRIBED UNDER OATH BY A MEMBER , OWNER , AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, GENERAL PARTNER, MANAGING AGENT, MANAGING MEMBER, OR AUTHORIZED ATTORNEY AGENT**

Illinois Law (50 ILCS 105/3.1) requires completion of this form. Disclosure is required of the identity of every owner and beneficiary (whether an individual or entity) having any interest, real or personal, in the real estate where the leased premises are situated. Every member, shareholder, limited partner, or general partner entitled to receive more than 7½% of the total distributable income of any limited liability company, corporation or limited partnership with an interest in the lease must be disclosed. FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.

- I     A.     Address of Premises \_\_\_\_\_
- B.     Real Estate Tax Index Number(s) \_\_\_\_\_

II     **INDICATE INTERESTS OF ALL RECORD TITLE OWNERS, LESSOR AND ANY OTHERS IN REAL PROPERTY BY CHECKING ALL APPLICABLE BOXES AND PROVIDING REQUESTED INFORMATION AS INSTRUCTED.**  
[NOTE: MORE THAN ONE BOX MAY REQUIRE COMPLETION.] IF ADDITIONAL SPACE IS NEEDED TO ADEQUATELY PROVIDE REQUESTED INFORMATION, ATTACH A SEPARATE SHEET TO THIS DOCUMENT.

**IDENTITY OF FEE SIMPLE RECORD TITLE HOLDER**  
INSTRUCTIONS: LIST NAMES OF ALL OWNERS OF RECORD & DESCRIBE MANNER OR CAPACITY IN WHICH TITLE HELD (SOLE OWNER, JOINT TENANCY, TENANTS BY THE ENTIRETY, TENANTS IN COMMON, TRUSTEE UNDER LAND TRUST, TRUSTEE UNDER INTER VIVOS OR TESTAMENTARY TRUST, ETC).

**LEASE HOLDER OR SUBLESSEE**  
INSTRUCTIONS: LIST THE NAME(S) OF THE PRINCIPAL LESSOR (AND LESSEE IF YOU ARE A SUB-LESSEE) AND INDICATE THE BEGINNING AND ENDING DATES FOR THE TERM OF PRINCIPAL LEASE OR THE SUBLEASE TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO SUBLEASE IS REQUIRED.

**LAND TRUST OR OTHER TRUST**  
INSTRUCTIONS: LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. NOTE: IF THE REAL ESTATE IS HELD IN A LAND TRUST, A SEPARATE "LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION" MUST ALSO BE FULLY COMPLETED AND PROVIDED.

\_\_\_\_\_

**HOLDER OF OPTION TO PURCHASE OR INSTALLMENT CONTRACT PURCHASER**  
**INSTRUCTIONS:** DESCRIBE LESSOR'S INTEREST IN THE REAL ESTATE FULLY. LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE AS CONTRACT SELLER (AND ASSIGNOR IF YOU ARE AND ASSIGNEE OF CONTRACT PURCHASER) AND INDICATE THE BEGINNING AND ENDING DATES FOR TERM OF CONTRACT TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO LEASE OR ASSIGNMENT IS REQUIRED OF CONTRACT SELLER. IF HOLDER OF OPTION TO PURCHASE SPECIFY EXPIRATION DATE OF OPTION.

**OTHER (PLEASE DESCRIBE IN DETAIL)**  
**INSTRUCTIONS:** LIST THE NAME OF ALL PARTIES WHO HAVE ANY OTHER OWNERSHIP INTEREST, LEGAL OR EQUITABLE CLAIM OF ANY TYPE TO THE REAL ESTATE.

**III IF A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY HAS AN INTEREST IN THE LEASE, COMPLETE THE APPROPRIATE PARAGRAPH(S)**

**NOTE:** IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE ENTITY AND THE INTERESTS, STOCK, OR SHARES IN A LIMITED LIABILITY COMPANY, CORPORATION, OR GENERAL PARTNERSHIP ARE PUBLICLY TRADED -- THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

**CORPORATION - INSTRUCTIONS: PLEASE LIST**

1. The names of the president and secretary: \_\_\_\_\_  
\_\_\_\_\_

2. The name and address of the registered agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The names of all shareholders entitled to receive more than 7½% of the total distributable income of the corporation: \_\_\_\_\_  
\_\_\_\_\_

4. The name of the person(s) authorized to execute the lease on behalf of the corporation: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LIMITED OR GENERAL PARTNERSHIP - instructions: please list**

1. The names of all partners (both limited and general partners): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. The names and addresses of all partners entitled to receive more than 7½% of the total distributable income of the partnership: \_\_\_\_\_

\_\_\_\_\_

3. The name of the person(s) authorized to execute the lease on behalf of the partnership: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LIMITED LIABILITY COMPANY - INSTRUCTIONS: PLEASE LIST**

1. The name of the managing member: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. The names and addresses of all members entitled to receive more than 7½ % of the total distributable income of the limited liability company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. The name of the person(s) authorized to execute the lease on behalf of the limited liability company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES**

**ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?**

NO  YES If "YES", explain employment status and identify familial relationship.

**V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES**

I, (print name) \_\_\_\_\_, state on oath or affirm that I am  
(title/capacity) \_\_\_\_\_ of (firm/name) \_\_\_\_\_ and that the disclosure  
made above is true and correct. The undersigned certifies that any additional documentation requested by  
the State of Illinois will be provided.

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, who is the \_\_\_\_\_, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such \_\_\_\_\_, he signed, sealed and delivered the said instrument as h \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_.

Commission Expires: \_\_\_\_\_

\_\_\_\_\_

**Notary Public**

## STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

IGA No.

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency 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 this contract remains in effect.

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

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency 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 Public Agency or its agents 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.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency 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 Contractors 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 \$50,000. 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.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will 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)

**PUBLIC AGENCY: (show name of Agency)**

**Signed:** \_\_\_\_\_



**Printed Name:** \_\_\_\_\_

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

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

**EXHIBIT I – TAXPAYER IDENTIFICATION NUMBER**

**IGA**

**No.**

I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).
  - *For an individual, enter your name and SSN as it appears on your Social Security Card.*
  - *For a sole proprietor or a disregarded entity owned by an individual, enter the owner's name on "Name" line, and owner's SSN. Add name of business on "Business Name" line.*
  - *For a single-member LLC that is disregarded as an entity separate from its owner, or other disregarded entity not owned by an individual, enter the owner's name and EIN.*
  - *For a partnership or multi-member LLC, enter the partnership and EIN.*
  - *For an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation and attach a copy of IRS acceptance letter stating you are to be treated as a corporation under your LLC (Form CP261 or CP271).*
  - *For a revocable trust where grantor is trustee, enter the grantor-trustee and SSN. For other trust or estate, enter the legal entity and EIN.*
  - *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:** \_\_\_\_\_

**Taxpayer Identification Number:**  
Social Security Number \_\_\_\_\_  
or  
Employer Identification Number \_\_\_\_\_

**Legal Status** (*check one*):

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor                                       | <input type="checkbox"/> Partnership  |
| <input type="checkbox"/> (C) Corporation  | <input type="checkbox"/> Trust/Estate |
| <input type="checkbox"/> (S) Corporation  | <input type="checkbox"/> Tax-exempt   |
| <input type="checkbox"/> Governmental   |                                       |
| <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |                                       |
| <input type="checkbox"/> C = corporation  |                                       |

- S = corporation
- P = partnership

Other \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
<b>or</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

**Part II Certification**

Under penalties of perjury, 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**EXHIBIT K - DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

**IGA No.**

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Name of Disclosing Entity: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

WESTERN ILLINOIS UNIVERSITY  
BOARD OF TRUSTEES

December 18, 2020

Resolution No. 20.12/6 Contract for 12<sup>th</sup> President of Western Illinois  
University

**Resolution:**

**WHEREAS** Western Illinois University conducted a national search through which it identified its 12<sup>th</sup> President; and,

**WHEREAS** Dr. Guiyou Huang was selected by a selection committee to serve as the 12<sup>th</sup> President of Western Illinois University, effective January 1, 2021; and,

**WHEREAS** the Board of Trustees of Western Illinois University convened to vote on appointing Dr. Guiyou Huang as the 12<sup>th</sup> President of Western Illinois University;

**THEREFORE**, be it resolved that the Board of Trustees of Western Illinois University approves the indicated letter agreement for Dr. Guiyou Huang setting out conditions of employment while serving as President of Western Illinois University

## **PRESIDENTIAL EMPLOYMENT AGREEMENT**

This Presidential Employment Agreement (the "Agreement") is made and entered into as of this 18th day of December, 2020, by and between the Board of Trustees of Western Illinois University (the "Board") and Dr. Guiyou Haung ("Dr. Huang" or the "President") (the Board and the President are collectively referred to as the "Parties").

### **Article I**

#### **RECITALS**

01.01: The Board is an arm and agency of the State of Illinois and a body politic and corporate with its principal places of business in Macomb and Moline, Illinois. The Board was created by statute to, *inter alia*, operate, manage, control, and maintain Western Illinois University (110 ILCS 690/35-10).

01.02: The Board desires to employ Dr. Guiyou Huang to serve as President of Western Illinois University (the "University").

### **Article II**

#### **THE BOARD'S AGREEMENTS WITH THE PRESIDENT**

02.01 Employment: The Board hereby employs Dr. Huang as President of Western Illinois University for a term commencing January 1, 2021, and ending June 30, 2023. Dr. Huang hereby accepts such employment on the terms and conditions set forth in this Agreement.

02.02 CEO: The President shall be the University's Chief Executive Officer and shall have full authority and responsibility within the framework of the general policies determined by the Board for the organization, direction, and supervision of the University and for its effective administration and management.

02.03 Duties: The President shall report directly to the Board, and, subject to the President's Agreements under Article III, shall perform those services and duties that are consistent with the position as President of the University, that are required of the President of the University by law, or which may be assigned to him by or under the authority of the Board consistent with his position as President, including the following:

- a. provide general leadership for the University;
- b. make recommendations concerning the mission, scope, and organization of the University and concerning plans and policies for the development and enhancement of University operations and activities;
- c. Administer and direct University plans, operations, programs, and activities in the areas of academic affairs, administrative and fiscal affairs, student affairs, and public affairs and development;

- d. serve, under the general direction of the Board, as the principal spokesperson and representative for the University with the Governor and General Assembly, Illinois Board of Higher Education, and other external constituencies;
- e. develop and maintain good public relations, including establishment of rapport between the University and the regions in which it is located and the public which it serves;
- f. make recommendations concerning the initiation, continuation, or modification of University programs and activities;
- g. make recommendations concerning the operating and capital budget requests, appropriation requests, and internal budgets of the University;
- h. make appointments of such officers and employees as may be designated by the Board; and
- i. perform such other duties as may be delegated by the Board or established by Statute of the State of Illinois or the written Rules, Regulations, Bylaws or Policies of Western Illinois University.

**02.04 Compensation and Benefits: As compensation for the services to be performed by the President, shall receive the following:**

- a. Base Salary. President shall receive an initial annual base salary in the amount of \$320,000.00 payable in equal installments in accordance with the appropriate University payroll schedule. Salary shall include deductions for state and federal taxes and employee benefits. At any point during the term of this Agreement, the Board, in its discretion, may increase (but not decrease) the president's Base Salary as set forth in (b). In the event that the Board determines that an increase is warranted, such increased amount shall thereafter become President's Base Salary. If a decrease in salary is negotiated with the faculty bargaining unit, the President's salary will be decreased by the same amount as the maximum faculty decrease.
- b. Increase. The base salary provided for in paragraph 02.04.a. of this Agreement shall be subject to such increases as the Board may determine from time to time. Any salary reviews shall be upon determination by the Board during the President's annual evaluation that the President has attained substantial progress towards the satisfaction of the Presidential goals/accomplishments, which Presidential goals shall have been mutually agreed upon by the President and the Board (or its designated committee) in writing.
- c. Evaluation of the President: The Board is required by law to review the President's performance on an annual basis. The evaluation will occur in the Spring Semester, if Dr. Huang remains in position, with performance metrics to be determined at a later date in consultation with the President and approved by the Board of Trustees.



- d. Retirement. The University will make contributions to the President's State University Retirement System self-managed plan per the schedule accorded to administrative employees of the University
- e. Insurance. The President shall receive health insurance benefits, life insurance benefits, workers' compensation coverage, and other such benefits accorded to administrative and professional employees of the Board that are authorized by law or rule.
- f. Sick Leave. The President shall be entitled to sick leave benefits equal to one and one-half days per calendar month, which days may be accumulated up to the maximum number specified by the Board's Regulations, plus such non-cumulative days provided on an annual basis, as are specified by the Board's Regulations.
- g. Vacation. The President shall be entitled to paid vacation consisting of two working days per calendar month, which days may be accumulated up to the maximum number specified by the Board's Regulations.
- h. Office. The President shall be provided a private office, secretarial assistance, and such other facilities and services suitable to the position and adequate for the performance of the duties of President.
- i. University Residence. The President shall be required as a condition of employment to live in an official residence provided by the Board. The President and his family and guests shall have full access to the University President's residence during the term of this Agreement.

The President shall conduct official entertainment at the University residence from time to time each year, the catering costs of which and any other reasonable expenses related to official entertainment at the University residence shall be paid by the University. The President shall review the nature, extent, and cost of any such official entertainment periodically with the Chair of the Board.

The President shall submit to the Board for approval an annual budget for repair, remodeling, and furnishing of the official residence. Requests for Board approval of such projects shall be accompanied by a description of the project, a project budget, and a statement of justification. In addition, prior Board approval shall be required for each such project which has not been previously approved by the Board, provided that in emergency situations such approval may be granted by the Board Chairperson, after consultation with the President, and reported to the Board at its next meeting

- j. Automobile. The President shall be entitled to an automobile for University business and personal use. This automobile shall be maintained by the University. Fuel for business use thereof shall be paid by the University. The University shall be responsible for insurance coverage for the automobile, but the President shall provide insurance for those times when the vehicle is used exclusively for personal business. On an annual basis the President shall provide a record of the personal use miles which shall be reported as income to the President for tax purposes.

- k. Travel. The University shall pay reasonable travel expenses, hotel bills, and other necessary and proper expenses for the President while he is traveling on the University's business that are authorized by law or rule, including reasonable travel expenses for the President's spouse, if any, to accompany the President on no more than two out-of-state professional business trips per year.
- l. Professional Organizations. The University shall reimburse the President for dues and costs of membership of any professional or civic organizations to which the President may from time to time be a member, the costs of which shall be reviewed periodically by the Chair of the Board.
- m. Professional Development: The President shall be entitled to expend up to five thousand dollars (\$5,000.00) annually in payment for professional development activities to ensure his fulfillment of the presidential duties relating to the mission of the University. The amount can be expended in the President's discretion, subject to appropriate expense documentation being submitted to the Board Chair.
- n. Entertainment. The University shall pay for or reimburse the President for all official entertainment, the nature, extent, and cost of which shall be reviewed periodically with the Chair of the Board.
- o. Outside Activity. Although the President shall devote substantially all of his business time and efforts to fulfilling his duties as President, he may serve on two (2) outside compensated boards that do not compete or present a conflict of interest with respect to the University, subject to the prior written approval of the Chair of the Board of Trustees, such approval not to be unreasonably withheld. In addition, other outside commitments (whether paid or unpaid) that may require a substantial amount of the President's time must be approved in advance and in writing by the Chair of the Board of Trustees. President may not engage in any outside activity that the Board of Trustees reasonably concludes presents a conflict of interest or would otherwise materially impair his ability to perform his Duties. All compensation received by President in connection with approved outside activities shall be paid to and retained by President and reported in accordance with applicable tax law and University policies as they exist from time to time, with no effect on the amount of salary, benefits or other compensation to which President may be entitled under this Agreement. By contrast, all honoraria, gifts or other payments received for activities conducted in President's capacity and in the performance of his duties as President shall be remitted to the University (whether such standard is met shall be subject to good faith determination by the Chair of the Board of Trustees).
- p. The parties agree that is beneficial for the University if Dr. Huang conducts interim visits and services to the University, as he is available, in advance of the beginning of the Initial Term. The University will pay for or reimburse reasonable business and travel expenses for Dr. Huang undertaken before the Initial Term for the purpose of attending a University event or function, meeting with members of the Board or key transition meetings with University personnel in an advance of assuming the position of the President.

- q. Relocation Allowance. The President may seek reimbursement for his initial moving expenses to Macomb, Illinois, a sum not to exceed eight thousand dollars (\$8,000). A written request for the estimated reimbursement must be submitted in writing to the Board Chair for approval. Receipts must be submitted for expenses actually incurred, including moving companies, rentals, gasoline, and lodging. The President is responsible for any local, state or federal tax consequences of this one-time lump sum payment.

### **Article III**

#### **THE PRESIDENT'S AGREEMENTS WITH THE BOARD**

03.01 Discharge of Duties: The President agrees as President of the University to discharge the authority and responsibilities delegated by the Board. The President agrees to remain responsible to the Board for the execution of the Board's Governing Policies and Regulations as they exist or may, from time to time, be amended. The President agrees to discharge the authority and responsibilities delegated by the Board to him and to consult with the Board and such constituencies as are appropriate.

03.02 Board Review: The President shall assist the Board in conducting annual performance reviews by furnishing such oral and written reports as the Board may from time to time request.

03.03 Use of Benefit Time: The President shall not take vacation if such vacation or leave unreasonably interferes with properly discharging the duties outlined in this Agreement.

### **Article IV**

#### **THE MUTUAL AGREEMENTS OF THE PRESIDENT AND THE BOARD**

04.01 Term: The term of appointment as President of the University under this Agreement shall be January 1, 2021 until June 30, 2023.

The agreement will terminate automatically on June 30, 2023 unless his appointment is renewed or extended by the Board of Trustees.

04.02 Termination: Notwithstanding the termination date set forth in paragraph 02.01, this Agreement may be terminated by any of the following:

- a. the mutual agreement of the parties;
- b. the resignation of the President;
- c. the mental or physical disability or incapacity of the President;
- d. termination for "cause," in accordance with the provisions of paragraph 04.03 of this Agreement; or

- e. termination or reassignment of the President without "cause," in accordance with paragraph 04.04 of this Agreement.

04.03 Termination for Cause: The Board may terminate this Agreement upon written notice to the President prior to the expiration of the term of this Agreement. If the Board terminates this Agreement for cause, the Board shall have no obligation to pay the President any salary or benefits after the effective date of the termination of the President's employment, except any accrued but unpaid salary and benefits as of the date of the President's termination. As used in this Agreement, cause includes but is not limited to:

- a. violation of any material provision of this Agreement;
- b. material acts of dishonesty, disloyalty in the conduct of the affairs of the President;
- c. falsification or intentional misrepresentation of material information concerning the University's affairs, as reasonably requested by or under the authority of the Board or failure to disclose to the Board, material information concerning the University's affairs;
- d. conviction of a crime involving acts constituting fraud, intentional dishonesty, moral turpitude, or any other activity that materially compromises the reputation of the Board or the University;
- e. violation of any material policies or procedures, now existing or hereafter established, by the Board; or
- f. being under the influence of any illegal controlled substances or alcohol while performing the functions of the office of President or conviction of any offense involving illegal controlled substances or operation of a university vehicle.

Provided further that, before termination for cause is effective, the Board will give the President a meaningful opportunity to be heard, present written position papers, and present testimony and other evidence at a hearing called by the Board to consider termination of the President's employment.

04.04 Termination Without Cause: The Board may by agreement of majority vote of the full Board, terminate this Agreement without cause or reassign the President without cause. The effective date of any termination or reassignment under this paragraph shall be no less than thirty (30) days after the date of termination or reassignment vote. The parties acknowledge the provisions of Section 35-190 of the Western Illinois University Law, 110 ILCS 690/35 and 5 ILCS 415/10, governing severance pay. If the Board terminates this Agreement and President's position as President without cause at any time during the term of this Agreement, President will be entitled to receive: (i) any accrued benefit time and benefits; (ii) five (5) weeks of severance payments based on the President's salary at the time of termination, and (iii) last paycheck, in accordance with the University's normal payroll practices, equal to his then-current presidential Base Salary (less applicable deductions).

If the President is terminated without cause, the Board may by a majority vote of the full Board approve the President the option to transfer to a faculty position. The President was granted tenure status as a tenured professor of English at the University. Should the President return to faculty at the approval of the Board, the Board agrees:

- That the President will retain the presidential salary for 6 months per the Board of Trustees Regulations. After 6 months, the President's full-time salary in such teaching position shall be equivalent to not less than the full-time salary of the highest paid professor of the tenured faculty in any academic department at the University at the time of termination, excluding administrators and former presidents with tenure.
- upon request the President shall be granted a one semester leave during which time the President shall have no teaching obligations to the University. He will be obligated to provide a minimum of one semester of teaching or repay the salary provided during the leave period.

4.05 Resignation: President may terminate this Agreement and his appointment as President by providing the Board with at least one hundred eighty (180) days prior written notice. If President resigns from the Presidency, President will not be entitled to any further compensation or benefits as President other than any accrued rights or benefits. During the period from the notice of President's resignation through his last day serving as President of the University, President shall fulfill his duties as President and shall cooperate and provide reasonable assistance in the transition to a new University president.

4.06 Automatic Termination: Regardless of any other provision of this Agreement, this Agreement shall terminate automatically if the President dies or becomes total disabled, or totally incapacitated or incapable of carrying out the duties as defined by the University and Board, for a period of 90 days or more. The Board reserves the right to require the President to submit to a medical examination, either physical or mental, in the event the Board deems the President disabled, totally incapacitated, or incapable of carrying out the duties as President.

4.07 Mutual Termination: The Parties may mutually agree in writing to terminate this Agreement at any time for reasons satisfactory to both parties. In such event, the terms and conditions associated with such early termination will be set out via mutual agreement between the parties.

4.08 Dispute Resolution: The Parties agree to make a good faith effort to resolve any dispute arising from President's employment or termination of employment in an amicable fashion.

- a. Mediation. To the extent that any dispute arising from President's employment or termination of employment cannot be resolved amicably, the Parties agree to submit the dispute to non-binding mediation. Mediation shall be conducted within the State of Illinois by an experienced mediator selected jointly by the Parties. The mediator's fee shall be shared equally between the Parties. Mediation shall occur within thirty (30) days of the date of selection of the mediator.

- b. Arbitration. If the mediation is unsuccessful, the dispute will be submitted to arbitration, initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) Arbitration Rules and Procedures or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures of JAMS or its successor, except as modified herein, in effect at the time the request for arbitration is made. The arbitration shall be conducted within the State of Illinois before a single neutral arbitrator appointed in accordance with the JAMS Arbitration Rules. The arbitrator shall follow Illinois law and the Illinois Rules of Evidence in adjudicating the dispute and shall retain jurisdiction to oversee the enforcement of any award. Subject to the ability of the Parties hereto to vacate a decision or award under the Federal Arbitration Act, any decision or award of the arbitrator shall be final, binding and conclusive on the Parties hereto and their respective affiliates, as applicable. The Parties agree to equally divide the cost of any arbitration administrative fee and the compensation of the arbitrator.

**4.09 Section 409A of the Internal Revenue Code:** This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). Accordingly, all provisions in the Agreement, or incorporated by reference, are to be construed and interpreted to comply with Section 409A and, if necessary, any provision will be held null and void, to the extent such provision (or part thereof) fails to comply with Section 409A or regulations under that section. The University and President agree that, for purposes of the limitations on nonqualified deferred compensation under Section 409A, each payment of compensation under this Agreement will be treated as a separate payment of compensation for purposes of applying the Section 409A deferral election rules and the exclusion from Section 409A for certain short-term deferral amounts. The University and President also agree that any amounts payable solely on account of an involuntary separation from service of President within the meaning of Section 409A will be excludible from the requirements of Section 409A, either as involuntary separation pay or as short-term deferral amounts (e.g., amounts payable under the schedule prior to March 15 of the calendar year following the calendar year of involuntary separation) to the maximum possible extent. Notwithstanding anything to the contrary in this Agreement, all reimbursements and in kind benefits provided under this Agreement will be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the period of time specified in this Agreement, (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year, (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

## **Article V**

### **OTHER MUTUAL AGREEMENTS**

**05.01 Notices:** All notices required or allowed by this Agreement must be hand delivered or mailed by certified mail, postage prepaid, return receipt requested. Unless and until changed by a

Party giving written notice to the other, the addresses below will be the addresses to which all notices required or allowed by this Agreement must be sent:

If to the University:

Western Illinois University  
Attn: Chair of the Board of Trustees

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If to the President:

Dr. Guiyou Huang  
Office of the President  
Western Illinois University

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Delivery of any such notice shall be deemed to occur on the earlier of actual receipt or tender and rejection by the intended recipient.

5.02 Invalidity: If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of this Agreement. This provision applies even if, by statute or rule, part of the arbitration provisions of this Agreement are unenforceable.

5.03 Non-Appropriation: Obligations of the Board shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate, appropriation is not sufficient or otherwise make available funds for this Agreement. Board shall notify the President and the President shall have the right to immediately terminate this agreement.

05.04 Full Understanding: This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified (except by operation of paragraph 04.07) unless in writing signed by the parties hereto.

05.05 Illinois Law: This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, which shall be the forum for any lawsuit arising from or incident to this Agreement.

05.06 Board Policy; Board Regulations. Reference in this Agreement to Board Policy or Board Regulations shall be deemed to include and incorporate any amendments, modifications or replacements that may be enacted from time to time.

05.0 No Waiver: No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

05.08 No Assignment: This Agreement is not assignable but shall be binding upon the heirs, administrators, representatives, and successors of both parties.

05.10 Disability: The provisions of the Board's regulations concerning compulsory disability leave shall apply to the President, and this Agreement may be terminated in accordance therewith.

IN WITNESS WHEREOF, the President and the authorized representative of the Board have executed this Agreement on the day first written above.

THE BOARD OF TRUSTEES OF  
WESTERN ILLINOIS UNIVERSITY

PRESIDENT

BY: \_\_\_\_\_  
Dr. Polly Radosh, Chair

\_\_\_\_\_  
Dr. Guiyou Huang

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

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

Attest: \_\_\_\_\_  
Justin Brown, Secretary

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



WESTERN ILLINOIS UNIVERSITY  
BOARD OF TRUSTEES

December 18, 2020

Resolution No. 20.12/7 Tenure Recommendation

**Resolution:**

**WHEREAS** the attached tenure recommendation is in accordance with Article 20 of the 2017-2021 Collective Bargaining Agreement with UPI and applicable Board Regulations; and

**THEREFORE**, be it resolved that the Board of Trustees of Western Illinois University approves the tenure recommendation.

**TENURE RECOMMENDATION**

Name	Department/Unit	Degree	Rank
*Huang, Guiyou	English, College of Arts & Sciences	Ph.D.	Professor

\*Newly hired President