



**Resolution No. 2023.02/01
Resignation of Dr. Terri Goss Kinzy and
Approval of the Separation Agreement
and Release Between Dr. Terri Goss
Kinzy and the Board of Trustees**

Resolution

Whereas, the Board of Trustees of Illinois State University and Dr. Terri Goss Kinzy executed an Employment Agreement with an effective date of July 1, 2021, pursuant to which Dr. Kinzy agreed to serve as president of the University through June 30, 2025; and

Whereas, Dr. Kinzy has advised the Board of her resignation as president of the University effective February 14, 2023:

Therefore, be it resolved that the Board accepts Dr. Kinzy’s resignation subject to the terms and conditions set forth in a Separation Agreement and Release negotiated by the Board and Dr. Kinzy;

Be it further resolved that the Board approves the Separation Agreement and Release negotiated by the Board and Dr. Kinzy.

Be if further resolved that the Board is authorized to execute, deliver and perform in the name of and on behalf of the University, such instruments as may be necessary in furtherance of this resolution.

Board Action on: _____	Postpone: _____
Motion by: _____	Amend: _____
Second by: _____	Disapprove: _____
Vote: Yeas: _____ Nays: _____	Approve: _____

ATTEST: Board Action, February 17, 2023

Secretary / Chairperson

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into between the Board of Trustees of Illinois State University (the "Board") and Dr. Terri Goss Kinzy ("Dr. Kinzy") (collectively, "the Parties") as follows:

WHEREAS, the Board and Dr. Kinzy executed an Employment Agreement effective July 1, 2021 (the "Employment Agreement"), pursuant to which Dr. Kinzy agreed to serve as President of the Illinois State University (the "University") through June 30, 2025;

WHEREAS, Dr. Kinzy and the Board have agreed to amicably end Dr. Kinzy's employment as President of the University, as forth herein;

WHEREAS, both the Board and Dr. Kinzy wish to enter into this Agreement to outline certain rights and responsibilities of the Parties;

NOW, THEREFORE, in consideration of the promises, releases, representations, covenants, and obligations herein contained, and other good and valuable consideration the sufficiency of which is acknowledged, the parties agree as follows:

1. Termination of Employment Agreement. Subject to approval of this Agreement by the Board as provided in Paragraph 12 below, the parties hereby agree that the Employment Agreement shall terminate at the close of business on February 14, 2023 ("Effective Date of Separation"). Payroll for February 2023 shall be pro-rated to reflect the Effective Date of Separation. The parties acknowledge and agree that following the Effective Date of Separation, the terms and all rights set forth in the Employment Agreement shall become null and void, and neither Dr. Kinzy nor the University shall have further rights or duties under the Employment Agreement, including without limitation those specified as surviving termination of the Employment Agreement such as but not limited to tenure rights under Section 5.5, all of which Dr. Kinzy hereby waives. The parties further acknowledge and agree that following the Effective Date of Separation, the relationship between the parties and their rights, duties (except for rights, at her own expense, to continue benefits coverage to the fullest extent allowed by COBRA and/or other applicable law, or applicable benefits policies) and benefits relative to one another, shall be governed solely and exclusively by the terms of this Agreement.

2. Return of Property. Except as otherwise provided in the Agreement, Dr. Kinzy hereby agrees to promptly return any and all property belonging to the University, including but not limited to, office keys, badges, records, documents, electronic information, and electronic equipment, on or before the Effective Date of Separation. Notwithstanding the foregoing, Dr. Kinzy shall have continued use of the University Automobile for 120 days after the Effective Date pursuant to paragraph 3(c) of this Agreement.

3. Consideration. Subject to the approval by the Board, and in further consideration of Dr. Kinzy's full and final waiver and release of all claims and her other agreements herein, the University agrees to provide to Dr. Kinzy, the following severance consideration:

(a) Payment, in lieu of notice, in an amount equal to twenty (20) weeks of her annual salary, less required withholdings, which payment shall be made within fourteen (14) calendar days after approval by the Board of this Agreement as required by Paragraph 12 below, provided however that no payment shall be made if this Agreement is revoked by Dr. Kinzy during the period referenced in Paragraph 7 below.

(b) The University will compensate Dr. Kinzy for accrued but unused vacation time consistent with the University's sick and vacation payout procedures, as applicable. Accrued but unused sick time will be reported to the State Universities Retirement System, consistent with the University's separation procedures.

(c) Dr. Kinzy may continue to live in the officially designated President's residence at the University (1000 Gregory Street, Normal, IL 61761) with continued use of the University automobile for a period not to exceed 120 days after the Effective Separation Date. Subject to the limitations of paragraph 3(a) and the Government Severance Pay Act, the University will pay the normal and customary expenses, less any required withholding, associated with relocating her from the President's residence in an amount not to exceed \$20,000.00.

(d) The parties each agree to issue a mutually agreed press release on or about February 15, 2023, in the form attached hereto as Exhibit A. The parties agree that other than the statement attached as Exhibit A, the parties will not issue further public comments regarding Dr. Kinzy's separation from employment.

4. Release of Claims by Dr. Kinzy. In consideration of the promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which Dr. Kinzy expressly acknowledges, Dr. Kinzy hereby releases, holds harmless from any liability, and forever discharges the University, the State of Illinois and each of their agents, servants, employees, officers, governing boards and/or boards of trustees personally and in any other capacity ("Released Parties"), from any and all claims, actions, causes of action, demands, costs, loss of services, expenses, and any and all other damages she ever had, now has, may have, or claims to have, on account of or in any way arising out of the incidents, claims, and/or causes of action that were or could have been alleged in relation to her employment as President at the University including but not limited to (i) any and all claims of unlawful discrimination, harassment, retaliation or other alleged violations arising under federal, state, local, or other laws and regulations including, but not limited to, claims arising under the Americans with Disabilities Act of 1990 and Title VII of the 1964 Civil Rights Act; (ii) claims of wrongful discharge, tort, defamation, misrepresentation, fraud, detrimental reliance, breach of alleged contractual obligations, negligence and violation of public

policy and (iii) claims for monetary damages or other personal recovery or relief, costs, expenses, and attorneys' fees of any kind. The only claims not waived and not released by Dr. Kinzy under this Paragraph 4 are: (i) claims that arise from acts or omissions that occur after the date Dr. Kinzy signs this Agreement; (ii) any claim that as a matter of law cannot be waived; (iii) claims for benefits that are specifically provided for in this Agreement; and (iv) Dr. Kinzy's rights, if any, to indemnification from any of the Released Parties under the State Employee Indemnification Act as determined by the Illinois Attorney General and/or the University's self-insurance plan.

5. Tenure relinquishment. Dr. Kinzy hereby relinquishes her tenured status with the University, including all property and due process rights afforded tenured faculty members by University policy and applicable state and/or federal law. Dr. Kinzy understands and agrees that by executing this Agreement, she has affirmatively relinquished her tenure, and that therefore any faculty termination provisions of University policy are inapplicable to her.

6. INTENTIONALLY OMITTED.

7. Older Workers Benefit Protection Act. This Agreement specifically waives any claims, known or unknown, that Dr. Kinzy has or may have had against the Released Parties for alleged age discrimination. In accordance with the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protect Act of 1990, Dr. Kinzy is specifically advised that she has the following rights in connection with whether she knowingly and voluntarily agrees to be bound by this Agreement:

(a) Time to Consider the Agreement. Dr. Kinzy has twenty-one (21) days in which to consider whether to sign this Agreement and to decide whether she wishes to sign it. She may take less than twenty-one (21) days to consider, it, if she so chooses. The Parties agree that any changes to this Agreement, whether material or immaterial, do not restart the twenty-one (21) day period.

(b) Consultation with Attorney. Dr. Kinzy is specifically advised in writing to consult an attorney of her choice. Dr. Kinzy is further advised that one of the purposes of this consultation is to ensure that she understands all the terms of this Agreement and understands the rights she is waiving by signing this Agreement.

(c) Ability to Revoke the Agreement. If, after she signs the Agreement during the twenty-one (21) calendar day period, she will have seven calendar (7) days during which to revoke this Agreement ("Revocation Period"). If, prior to the expiration of the Revocation Period, Dr. Kinzy decides to revoke her signature, Dr. Kinzy must send written notice to: Carrie L. Haas, Dunn Law Firm LLP, 1001 N. Main Street, Bloomington, Illinois 61701. To be effective, this notice of revocation must be received by counsel before the closed of business on the seventh (7th) day after Dr. Kinzy signs this Agreement.

8. Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to the principles or provisions of conflict of laws. The Parties agree that any action for a breach or threatened breach of this Agreement or relating to any matters referred to in this Agreement shall be maintained only in the Illinois Court of Claims.

9. Entire Agreement. When executed by the Parties and approved by the Board, this Agreement concerns and comprises the entire agreement and understanding of the Parties; that no other representation, promise, covenant, or agreement of any kind whatsoever has been made to any of them to cause them to execute this Agreement; and that all agreements and understandings between the Parties are embodied and expressed in this Agreement.

10. Voluntary Agreement. Dr. Kinzy represents and warrants that she has carefully read this Agreement, that she had a full and complete opportunity to review and discuss this Agreement with her attorney, that she fully understands the contents of this Agreement and any rights that she may be waiving through the execution of this Agreement, and that she is signing this Agreement freely and voluntarily. Dr. Kinzy further represents and declares that, in executing this Agreement, she relied solely upon her own judgment, belief and knowledge, and she has not been influenced in any matter by any representations or statements made by any representatives of the University, Dr. Kinzy acknowledges that no representative of the University has made any promise, representation or warranty whatsoever, written or oral, as any inducement to enter into this Agreement, except as expressly set forth within this Agreement.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Board Approval. This Agreement is subject to approval by the Board. If the Board does not approve this Agreement, this Agreement shall be deemed null and void.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, THE PARTIES REPRESENT THAT THEY HAVE READ THE ENTIRE AGREEMENT, UNDERSTAND ITS TERMS, AND OF THEIR OWN FREE WILL, VOLUNTARILY AGREE TO BE BOUND BY THE TERMS THEREIN:

DR. TERRI GOSS KINZY



By: _____
Dr. Terri Goss Kinzy

_____ 2/14/2023 _____
Date

BY SIGNING BELOW, THE PARTIES REPRESENT THAT THEY HAVE READ THE ENTIRE AGREEMENT, UNDERSTAND ITS TERMS, AND OF THEIR OWN FREE WILL, VOLUNTARILY AGREE TO BE BOUND BY THE TERMS THEREIN:

THE BOARD OF TRUSTEES OF
ILLINOIS STATE UNIVERSITY

DR. TERRI GOSS KINZY

By: Dr. Kathryn Bohn, Secretary
Dr. Kathryn Bohn, Secretary
On Behalf of the Board

By: _____
Dr. Terri Goss Kinzy

2-14-2023
Date

Date

**ILLINOIS STATE UNIVERSITY
NEWS - MEDIA RELATIONS**

**President Kinzy Resigns
Media Contact: Eric Jome**

MEDIA ADVISORY: The Board of Trustees and the University will have no further comment on this personnel matter beyond the contents of this release.

The Board of Trustees of Illinois State University has announced that President Terri Goss Kinzy has resigned as of February 14, 2023 and will vote to accept her resignation at the regularly scheduled Board of Trustees meeting at 2 p.m., Friday, February 17. The Board of Trustees appointed Dr. Kinzy as the University's 20th president on May 14, 2021.

Pending Board approval, Vice President for Academic Affairs and Provost Aondover Tarhule will assume the role of interim president, effective February 17. Dr. Tarhule's appointment would be effective through June 30, 2024. Information regarding a presidential search will be provided by the Board of Trustees at a later date.

Dr. Kinzy shared, "It has been an honor to serve the Illinois State University community as its 20th President. I have appreciated the opportunity to engage with Illinois State students, faculty, staff, alumni, and friends. At this time, I intend to pursue other opportunities."

Kathy Bohn, Secretary of the Board of Trustees, said, "On behalf of the Board, we would like to thank Dr. Kinzy for her contributions during her time as President and wish her continued success in her next endeavor."

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/02
Appointment of Interim
President of Illinois State
University**

Resolution

Whereas, Dr. Terri Goss Kinzy has tendered her resignation as President of Illinois State University;

Whereas, the Board of Trustees of Illinois State University has accepted the resignation of Dr. Kinzy as President of the University;

Whereas, the Board of Trustees desires to provide for an orderly transition of leadership and is committed to ensuring sound leadership for Illinois State University's future;

Whereas, Dr. Aondover Tarhule has provided exemplary service as the Vice President for Academic Affairs and Provost at Illinois State University since 2020 and has more than 26 years of higher education faculty, staff, and administrative experience;

Whereas, Dr. Aondover Tarhule is willing and qualified to assume the responsibilities of University President during this transition;

Therefore, be it resolved that Dr. Aondover Tarhule is hereby appointed Interim President of Illinois State University, effective February 17, 2023 until June 30, 2024;

Be it further resolved that the Interim President is hereby granted authority to exercise all duties and responsibilities of the President of Illinois State University under the Board's bylaws, University policies, resolutions of the Board, and as otherwise provided for; and

Be it further resolved that the Board of Trustees is hereby authorized to execute such documents and agreements as may be necessary or appropriate in connection with the implementation of this action.

Board Action on:	_____	Postpone:	_____
Motion by:	_____	Amend:	_____
Second by:	_____	Disapprove:	_____
Vote:	Yeas: _____ Nays: _____	Approve:	_____

ATTEST: Board Action, February 17, 2023

Secretary / Chairperson

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/03
Authorization to Contract for
Milner Library
E-Journal and Database
Subscriptions**

Resolution

Whereas, the major periodical provider for Illinois State University's Milner Library is EBSCO Industries, and

Whereas, the Board of Trustees of Illinois State University authorized Milner Library to spend up to \$2,400,000 for journal subscriptions with EBSCO Industries for the previous fiscal years, and

Whereas, Milner Library has recently subscribed to a greater number of journals and databases to better meet the needs of faculty research agendas and to replace microformats with digital newspapers and e-journals, Milner would like to take advantage of multi-year discounted pricing upon the advice of University Purchasing:

Therefore, be it resolved that the Board of Trustees authorizes spending of up to \$10.5 million for FY2024, FY2025 and FY2026 fiscal years with expenditures not to exceed \$3.5 million each year for renewal of journal subscriptions and purchase of direct databases with EBSCO Industries for Milner Library.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, February 17, 2023

Secretary / Chairperson

**Board of Trustees
Illinois State University
Authorization to Contract for Milner Library E-Journal and Database Subscriptions**

EBSCO Industries is the primary periodicals and electronic databases vendor for Milner Library. EBSCO provides volume discounts to the desired database and subscription services. Milner Library utilizes an exemption per Section 1-13(b) Exemptions (PA97-643) of the Procurement Code. Illinois State University Board of Trustees previously authorized Milner Library to spend up to \$2.4 million for e-journal and database subscriptions annually in prior fiscal years. Milner Library has recently subscribed to a greater number of journals and databases to better meet the needs of faculty research agendas and new and changing curricula and to replace microformats with digital newspapers and e-journals. To take advantage of discounted pricing offered for multi-year renewal agreements, we are requesting the University Board of Trustees consider a multi-year expenditure authorization with EBSCO Industries upon the advice of University Purchasing.

The administration of Milner Library seeks Board of Trustees support for the e-journal and database subscriptions renewal spending with EBSCO Industries up to \$10.5 million for FY2024, FY2025, and FY2026 fiscal years with expenditures not to exceed \$3.5 million each year. This will assure availability of the content necessary to support quality programs and research at Illinois State University.

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/04
Authorization to Adopt an
Amended and Restated AFS
Bond Resolution**

Resolution

Whereas, the Board of Trustees (the “*Board*”) of Illinois State University (the “*University*”) has the authority to issue Auxiliary Facilities System Revenue Bonds (“*Bonds*”) under the Illinois State University Revenue Bond Law, 110 ILCS 676/21-1 *et seq.* (the “*Act*”); and

Whereas, the Board of Regents of the State of Illinois, acting for and on behalf of the University, on May 26, 1985, did adopt a resolution, as subsequently supplemented and amended by resolutions duly adopted by the Board (as so supplemented and amended, the “*Original Resolution*”), pursuant to which the Board has issued certain series of Bonds; and

Whereas, the Board, for and on behalf of the University, on due consideration and investigation, does now find and determine that it is advisable and necessary and in the interest of the University and the welfare of its students and faculty to adopt an Amended and Restated Bond Resolution, which will amend and restate the Original Resolution to update it to reflect current auxiliary facility financing and market practices, and pursuant to which the Board will issue future series of Bonds (the “*Amended and Restated Bond Resolution*”):

Therefore, be it resolved by the Board of Trustees of Illinois State University in regular meeting assembled, that:

1. The Board hereby determines it to be desirable to and hereby authorizes the adoption of the Amended and Restated Auxiliary Facilities System Bond Resolution, which will amend and restate the Original Resolution to, without limitation, (a) revise provisions governing the use of excess funds of the Illinois State University Auxiliary Facilities System (the “*System*” or “*AFS*”), (b) revise provisions relating to adding or disposing of System facilities, and (c) update the facilities that comprise the System, as set forth in *Exhibit A* hereto, to be approved and executed by the Chairperson and attested by the Secretary of the Board upon receipt of written consent of at least 65% of the current principal amount of ISU AFS Bonds outstanding and the bond insurer which holds the consents rights with respect to certain series of outstanding AFS Bonds, in the form consistent with this Resolution and based upon the

recommendation of the University General Counsel and the Board's Financial Advisor, pursuant to which the currently outstanding Bonds will be governed and any additional future Bonds will be issued, and such execution shall conclusively evidence approval by the Board of the terms of the Amended and Restated AFS Bond Resolution.

2. The Chairperson, the Secretary and the Treasurer of the Board and the members, officers, agents and employees of the Board 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.

Board Action on:	_____	Postpone:	_____
Motion by:	_____	Amend:	_____
Second by:	_____	Disapprove:	_____
Vote:	Yeas: _____ Nays: _____	Approve:	_____

ATTEST: Board Action, February 17, 2023

Secretary / Chairperson

Board of Trustees
Illinois State University
Authorization to Adopt an Amended and Restated AFS Bond Resolution

The Illinois State University (“ISU”) Auxiliary Facilities System Bond Resolution was originally adopted in 1985 (the “Original Bond Resolution”). Certain covenants contained in the Original Bond Resolution are outdated and inflexible and do not reflect current auxiliary financing and market practices. Notably, certain projects that the Board of Trustees (the “Board”) of ISU may want to undertake may be impossible or more expensive without adopting amendments to the Original Bond Resolution.

For example, under the Original Bond Resolution, ISU cannot:

- (i) Generally, purchase or construct a new Auxiliary Facilities System (the “System” or “AFS”) facility without issuing debt,
- (ii) Contribute AFS cash reserves as a down payment for a project in connection with a debt offering,
- (iii) Enter into a lease using AFS funds, even for a temporary period, or
- (iv) Sell, lease or otherwise dispose of AFS property unless a determination of non-economic feasibility has been made.

Other state universities in Illinois have amended their bond resolutions to address similar obstacles. The proposed amendments to the Original Bond Resolution would bring ISU in line with certain other state universities.

The proposed amendments to the Original Bond Resolution, as set forth in the Amended and Restated AFS Resolution, include:

- (i) An update of provisions relating to the leasing and sale or other disposal of System facilities, making it easier to do the same upon the satisfaction of certain criteria,
- (ii) An update to provisions related to adding and funding new System facilities either through renovation or new constructions to the System, making it easier to do the same,
- (iii) Addition of a provision providing for the disposition of excess funds of the System, if any, to permit funds to be taken out of AFS and used for general University purposes upon meeting certain requirements and approval of the Board, and
- (iv) An update to the list of facilities that currently comprise the System.

The Original Bond Resolution requires that such amendments set forth in the Amended and Restated AFS Resolution be consented to by AFS bondholders who own at least 65% of the current principal amount of ISU AFS Bonds outstanding and the bond insurer which holds the consents rights with respect to certain series of outstanding AFS Bonds. The current AFS bondholders and the bond insurer are:

Huntington National Bank
Regions Bank
JP Morgan Chase Bank
PNC Bank
Assured Guaranty Municipal Corporation (Bond Insurer)

Upon approval of this resolution, ISU plans to seek formal written consent from the AFS bondholders and the bond insurer to proceed with such amendments set forth in the Amended and Restated AFS Resolution. University leadership continues to work to pursue the necessary consents from the AFS bondholders and the bond insurer.

Until written consent is received by at least 65% of the AFS bondholders and the bond insurer, the terms and conditions included in the Original Resolution remain in place.

**EXHIBIT A
ILLINOIS STATE UNIVERSITY
AUXILIARY SYSTEM FACILITIES**

RESIDENCE HALLS

Wilkins
Wright
Haynie
Manchester
Hewett
Watterson

APARTMENT COMPLEXES

Fell-School Street
Cardinal Court

BONE STUDENT CENTER AND BRADEN AUDITORIUM

ATHLETIC RECREATION FACILITIES

Horton Hancock Athletic Complex
University Golf Course (Weibring Golf Club)
Redbird Arena
McCormick Hall
Tennis Courts
Student Fitness and Kinesiology Recreation Center
Athletics Indoor Practice Facility

9,600 PARKING SPACES, INCLUDING THREE PARKING RAMPS, FOR FACULTY, STAFF AND STUDENTS

STUDENT SERVICES BUILDING

CENTER FOR PERFORMING ARTS

MULTICULTURAL CENTER

STORAGE FACILITIES

STUDENT ACCOUNTS BUILDING

ROTC BUILDING

RISK MANAGEMENT OFFICE BUILDING

OFFICE OF SUSTAINABILITY

RAAB ROAD PROPERTY PARKING

WEAVERS BUILDING

701 NORTH MAIN STREET (HOUSE)

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/05
Rachel Cooper – Mechanical
Systems Upgrade Project**

Resolution

Whereas, the Rachel Cooper and Fairchild Hall Buildings are integrally connected, were built together, and opened as Illinois State University (ISU) Academic Buildings in 1952, and are owned and operated by ISU, and;

Whereas, the second floor of the Rachel Cooper Building, is currently occupied by the College of Arts and Sciences, and;

Whereas, the Rachel Cooper and Fairchild Hall building heating is delivered by a steam system utilizing carbon steel piping; domestic water and sanitary waste utilize galvanized steel pipe. The systems are original to these buildings, and;

Whereas, the heating system and domestic water piping systems are starting to fail at an increasing rate, have exceeded their intended life, and multiple utility systems are insulated with hazardous material, and as a result are costly to repair and maintain, and;

Therefore, be it resolved that the Board of Trustees authorizes a capital project to design and construct an upgraded mechanical system project to replace the heating and domestic water piping systems and abate and replace hazardous material insulation at a budget not to exceed \$2.5 million for this project.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, February 17, 2023

Secretary / Chairperson

**Board of Trustees
Illinois State University
Rachel Cooper – Mechanical Systems Upgrade Project**

Background

The Rachel Cooper Building is an Illinois State University (ISU) 24,797 gross square foot building that opened as an education facility in 1952. The Fairchild Hall building, built along with the Rachel Cooper building, is a 85,645 gross square foot building that also opened as an education facility in 1952. Fairchild Hall is integrally connected to the Rachel Cooper building. Rachel Cooper service utilities and piping systems are supplied from mechanical room # 0002 in the basement of Fairchild Hall. The Fairchild Hall mechanical room # 0002 utilities are supplied from a tunnel that connects Fairchild Hall to the Heating Plant building #018. Rachel Cooper is currently occupied by the College of Arts and Sciences and the College of Education.

The Fairchild Hall building steam heating system is supplied from the ISU central steam plant building #018 and delivered to the Rachel Cooper building by a steam heating pipe/perimeter radiator heating system. Rachel Cooper's domestic water supply system is a galvanized steel water piping system. Most utility systems and the piping systems are all original to these 1952 buildings and are insulated with hazardous materials. These pipes and related insulation are starting to fail at an increasing rate and pose a potential health hazard to occupants and service workers. These piping systems have exceeded their intended useful life and are very difficult and costly to maintain and repair causing heating system failures and domestic water outages as well as system unreliability.

Project Scope

The total scope of the project work involves two separate areas, Fairchild Hall basement mechanical room # 0002 and the second floor of the Rachel Cooper building. Below are the detailed scopes of work for the proposed Rachel Cooper Mechanical Systems Upgrade Project.:

1. Fairchild Hall Basement Mechanical Room # 0002

The scope of this work involves:

- Abating all hazardous material, repairing and/or replacing any defective piping systems and re-insulating all existing steam, condensate, and chilled water piping in-place within the perimeter of the room including piping to floor above at the deck. The scope of this project terminates at the Fairchild Hall basement mechanical room # 0002 tunnel entrance. All steam traps are assumed to be in working order and will not require any work.
- Abating, sealing, and re-insulating all existing ductwork in-place within the perimeter of the mechanical room # 0002 including duct to floor above at the deck and cleaning existing ductwork internally and provide proper duct access doors.
- Abating existing insulation, removing, replacing, and re-insulating existing galvanized domestic water piping.
- Abating existing insulation, removing, replacing, and re-insulating existing sanitary waste lines (above finish floor only).
- Sealing all existing floor penetrations to meet building code required fire separation ratings and as per ISU University Construction Standards.

2. Rachel Cooper Second Floor Scope

The scope of this work involves:

- Abating all hazardous material, repairing and/or replacing any defective piping systems and re-insulating all existing all exposed existing steam and condensate piping in-place at perimeter heating system. All perimeter equipment as well as steam traps are assumed to be in working order and will not require any work.
- Abating and replacing and externally insulating all exposed existing ductwork mains above north-south corridor. Reconnect to existing branch duct runouts that will remain. Replace all existing air

grilles, registers, and diffusers, cleaning existing ductwork and installing new duct access doors as required for maintenance. Modify existing return air duct as required.

- Abating existing insulation, removing, replacing, and reinsulating existing galvanized domestic water piping.
- Abating existing insulation, removing, replacing, and reinsulating existing sanitary waste lines (above finish floor only).
- Sealing all existing floor penetrations to meet building code required fire separation ratings and as per ISU University Construction Standards.
- Replace any missing damaged, demolished or leaking pneumatic control tubing to ensure functional systems.

3. General Project Scope

Include all necessary selective demolition and other necessary activities to facilitate construction including:

- Moving furniture and storage.
- Abating all existing ceilings and replace with new 2'x2' acoustical ceiling tile system.
- Selective demolition at walls where piping is to be replaced and patch appropriately
- Remove all existing ceiling lighting and replace with new LED light fixtures
- Remove existing fire alarm devices and replace with new fire alarm devices. Integrate devices into the existing fire alarm panel
- Remove existing carpet and replace with new carpet. Note: hard surfaces in restrooms are to remain.
- Patch and repaint all existing walls.
- Remove existing data, wireless access points affected by construction and reinstall as required.

Project Schedule

If approved, this renovation project is planned to begin in May 2023 and be completed by the end of August 2023.

Resource Requirements

Design Fees	\$ 20,000
Abatement	\$ 700,000
Construction	\$ 1,515,000
Fixtures and Equipment	\$ 50,000
<u>Contingency</u>	<u>\$ 215,000</u>
Estimated Total Project Cost – Not to Exceed	\$ 2,500,000

Source of Funds: General Revenue Funds

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/06
Williams Hall Rehabilitation
& CIPD Renovations Pre-
Construction Services**

Resolution

Whereas, Williams Hall, is a facility owned and operated by Illinois State University (ISU), and;

Whereas, Williams Hall was originally built as ISU's library in 1939. ISU completed library building additions in 1957, 1963, and School of Business additions in 1978 and 1979 and the building is currently used for classrooms and temporary and transitional space for the University, and;

Whereas, the University hired Cannon Design in 2019 to complete an analysis and recommendations for future uses for Williams Hall that identified building code, historical preservation, deferred maintenance, fragmentation, egress, access, wayfinding, and space use issues, and subsequently hired Sightlines in 2020 to complete a Facility Condition Analysis and make recommendations to maintain the viability and functional use capabilities for ISU, which resulted in an analysis recommending significant investments in deferred maintenance and infrastructure upgrades and repairs required for Williams Hall to maintain the viability and functional use capabilities for ISU, and;

Whereas, the University has identified certain areas within Williams Hall to help house and serve the faculty professional programming, development, and training efforts that are managed through the University's Center for Integrated Professional Development (CIPD).

Therefore, be it resolved that the Board of Trustees authorizes expenditures not to exceed \$1.75 million for all necessary Williams Hall Rehabilitation & CIPD Renovations Project Pre-Construction Services for a project to program, plan, design and bid the Williams Hall Rehabilitation & CIPD Renovations Project at Illinois State University in the existing Williams Hall Building, and directs the University administration to establish a budget, and appoint architects and engineers and other necessary project consultants.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, February 17, 2023

Secretary / Chairperson

**Board of Trustees
Illinois State University
Williams Hall Rehabilitation & CIPD Renovations Pre-Construction Services**

Background

Williams Hall is a facility owned and operated by Illinois State University (ISU). Williams Hall was originally built as ISU's library in 1939. ISU completed building additions in 1957 and 1963 to expand the stacks and add more reading room space. After completion of a new Milner Library building and transfer of the University Library collection to that building in 1974, the entire building was renovated in 1978 and 1979 for the ISU Business School. From 1974 to 2005 Williams Hall was home to the College of Business. After the State Farm Hall of Business was completed in 2005 the ISU Business School moved into their new building, Williams Hall became primarily classrooms, and temporary swing space for the University.

ISU hired Cannon Design in 2019 to complete an analysis and recommendations for future uses for Williams Hall. The Cannon study identified building code, historical preservation, deferred maintenance, functional fragmentation, egress, access, wayfinding, and space use issues. The four fragmented additions resulted in the floor-to-floor heights in the existing buildings varying substantially between the older and newer Williams Hall Building sections. The resultant remaining building spaces and volumes of space reflect several very different functions the building was used for during its historical journey. As a result, Williams Hall was identified with numerous building code, wayfinding, access, egress, and space utilization issues.

ISU subsequently hired Sightlines in 2020 to complete a Facility Condition Analysis (FCA) and make recommendations to maintain the viability and functional use capabilities for ISU. The Sightlines FCA analysis recommended significant investments in deferred maintenance and infrastructure upgrades and repairs required for Williams Hall to maintain the viability and functional use capabilities for ISU.

Center for Integrated Professional Development

ISU's Center for Integrated Professional Development (CIPD) was formerly the Center for Teaching, Learning and Technology (CTLT) and was the sole occupant of ISU's Instructional Technology and Development Center facility located at 301 South Main Street, Normal. In 2019, ISU developed a plan to repurpose this building for a new Multicultural Center (MCC). However, this required CIPD to be relocated to alternate ISU space on campus. To facilitate the MCC project, ISU administration approved Williams Hall as the temporary location for CIPD and they were moved into vacant pockets throughout Williams Hall in 2019. In 2019, the future CIPD plan was that CIPD would become the Faculty Success Center and be located on the first and fifth floor of Milner Library. However, that original plan was changed to recommend that CIPD remain in Williams Hall.

Project Justification

CIPD's move to Williams Hall was originally planned to be temporary. A future planned move to Milner was identified as part of a new Faculty Success Center to be located on the 1st and 5th floor of Milner Library. That proposed plan has now been changed to a renovation project in Williams Hall. There are several reasons for this. First, a faculty supporting campus service center is better located in a central Quad location for faculty access, rather than Milner Library, which would have occupied valuable Milner Library real estate. Second, placing this function in Milner would essentially restrict program growth for the Faculty Success Center in the future. Third, a renovation project helps provide justification and funding to address some of the building issues identified by the Cannon and Sightlines studies to reclaim valuable Williams Hall real estate making it useable for ISU. Fourth, this project will consolidate the CIPD functions together inside Williams Hall into one space in lieu of their current configuration scattered throughout several floors of the Williams Hall building.

The planned future CIPD space cannot be used in its current condition due to significant building issues involving egress, access, heating, ventilating and air conditioning (HVAC), and roofing. The first phase of this project is to complete significant deferred maintenance, infrastructure upgrades and repairs required to make the space useable for ISU. The second phase will be to undertake a major renovation to consolidate all CIPD functions on the third floor.

Williams Hall Rehabilitation & CIPD Renovations Project Plan

Phase 1 of this project involves Williams Hall Rehabilitation projects that include roof replacement and repair including masonry roof parapets and mechanical penthouse walls, demolition, asbestos abatement, new HVAC Air Handling Units (AHU) ducting and controls, new fire alarm and sprinkler systems, a new ADA elevator and exit egress pathways and stair and selected building historic preservation work. Upon completion of this work, a Phase 2 project would involve a significant third floor renovation project be undertaken to consolidate CIPD. Total project costs to complete these desired renovation efforts is estimated between \$10 million to \$15 million, depending on final design and specific repair / renovation efforts selected to move forward for Board approval.

This resolution seeks to request funds to address the Project Pre-Construction Services, which include architectural and engineering related efforts to program, plan, design and produce the required documents to publicly bid the new Williams Hall Rehabilitation & CIPD Renovations Project. These costs are estimated to not exceed \$1.75 million.

Resource Requirements:

A/E Pre-Construction Fees	\$1,025,000
Project Commissioning Fees	\$178,000
Project Management Fees	\$378,000
Project Cost Estimating Fees	\$172,000
Total Project Pre-Construction Cost - Not to Exceed	\$1,750,000

Source of Funding: General Revenue Funds

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/07
CEFCU Arena – Athletics
Business Office Renovation
Project**

Resolution

Whereas, Redbird Arena was officially renamed “CEFCU Arena” effective November 1, 2022, after approval by the Illinois State University Board of Trustees on October 14, 2022, via Resolution No. 2022.10/42, and;

Whereas, Room 150 in the CEFCU Arena currently functions as the Redbird Club/Multipurpose Room and is used for Athletic events and other University sponsored social gatherings as needed, and;

Whereas, the arena was built with four comparable Athletics office suites assigned to Administration, Business Office, Women’s Basketball/Volleyball, and Men’s Basketball Suite, and;

Whereas, a disparity exists between space assignments allocated for the men’s and women’s programs in CEFCU Arena. Parity can be achieved by relocating the Women’s Volleyball program into the current Athletics Business Office Suite on the main floor of the arena. However, this decision requires the relocation of the current Athletics Business Office into suitable space.

This resolution is to request approval for the renovation of the CEFCU Arena Room 150 into appropriate administrative space that accommodates the Athletics Business Office staff needs. Activities currently being held in CEFCU Arena Room 150 will be reassigned to other appropriate spaces within CEFCU Arena, including the Legends Room.

Therefore, be it resolved that the Board of Trustees approve a construction renovation project to renovate CEFCU Arena Room 150 into an Athletics Business Office at a cost not to exceed \$550,000.

Board Action on: _____
 Motion by: _____
 Second by: _____
 Vote: Yeas: _____ Nays: _____

Postpone: _____
 Amend: _____
 Disapprove: _____
 Approve: _____

ATTEST: Board Action, February 17, 2023

 Secretary / Chairperson

**Board of Trustees
Illinois State University
CEFCU Arena – Athletics Business Office Renovation Project**

CEFCU Arena Background

Redbird Arena opened in 1989 and currently houses the University’s Athletic Administrative and Business offices, men’s and women’s basketball offices, volleyball offices, and locker room and fitness room facilities for these sports. Redbird Arena was officially renamed “CEFCU Arena” effective November 1, 2022, as voted on and approved by the Illinois State University Board of Trustees on October 14, 2022, via Resolution No. 2022.10/42.

CEFCU Arena is used for intercollegiate basketball and volleyball matches, numerous high school regional and state athletic events, and many other events. CEFCU Arena is also used for academic functions including Illinois State University Commencement Ceremonies held each year in December and May.

Proposed Construction Renovation Project Justification

The Athletics department currently employs approximately 130 coaches, staff, and administrators that support approximately 450 student athletes in over 17 Men’s and Women’s sports teams. University leadership is committed to ensuring parity among the Men’s and Women’s programs.

CEFCU Arena was built with four comparable Athletics office suites assigned to Administration, Business Office, Women’s Basketball/Volleyball, and Men’s Basketball Suite. Currently, disparity exists between space assignments allocated for the Men’s and Women’s programs. Parity can be achieved by relocating the Women’s Volleyball program into the current Athletics Business Office Suite on the main floor of the arena. However, this decision requires the relocation of the current Athletics Business Office into suitable space.

This resolution is to request approval for the construction renovation of CEFCU Arena Room 150, a multi-purpose room currently utilized for various Athletic programmatic functions, into appropriate administrative space that accommodates the Athletics Business Office staff needs. Activities currently being held in CEFCU Arena Room 150 will be reassigned to other appropriate spaces within CEFCU Arena, including the Legends Room.

Project Scope

Currently, CEFCU Arena Room 150 is a large open room of approximately 2,900 square feet. This proposed project is to redesign this open space and construct 8 private offices and 8 open area furniture workstations. The design will also incorporate a new reception area, waiting area, and a conference room to hold approximately 10 guests.

Project Schedule

If approved, this renovation project is planned to begin in March 2023 and be completed by August 2023.

Resource Requirements:

Construction	\$385,000
Furniture, Fixtures & equipment	105,000
Contingency	60,000
Total Project Cost	\$550,000

Source of Funding: Athletic AFS Funds

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/08
Pre-Construction Services for
STEM Building & Greenhouse
Project**

Resolution

Whereas, Illinois State University (ISU) Felmley Science Annex (FSA) opened for classes in 1963 and is a four-story 80,784 gross square foot STEM facility that houses spaces for Geology/Geography, Health Sciences, Biology, Chemistry, Physics and General Classrooms, and;

Whereas, FSA has been modified numerous times during the past 60 years, but not in a planned or comprehensive manner. As a result, changing University pedagogical requirements, aging, failed and obsolete infrastructure, and changing codes have resulted in the building not functioning as designed or required, and;

Whereas, the FSA Greenhouse (4,000 GSF) opened in 1964. ISU evaluated the facility and determined this facility to be an unsafe teaching environment and terminated instructional classes in this facility for the foreseeable future. The greenhouse is currently being used by the Biological Sciences Department to house and grow various plants that were previously used for multiple teaching pedagogies, and;

Whereas, FSA and the FSA Greenhouse are currently performing well below ISU requirements. Subsequently, several ISU biology and chemistry labs in FSA are not fully functional resulting in reduced ISU College of Arts and Sciences (CAS) laboratory teaching capacity, and;

Whereas, the current demand for STEM teaching lab capacity in the Felmley Annex and Science Laboratory Building resulting from existing ISU programs, the increased enrollments planned by the Mennonite College of Nursing, and the new College of Engineering over the next few years necessitates the need to evaluate the adequate availability and quality of our STEM research and teaching labs on campus, and;

Therefore, be it resolved that the Board of Trustees authorizes expenditures not to exceed \$4.0 million for all necessary STEM Building and Greenhouse Project Pre-Construction Services for a project to program, plan, design and bid the STEM Building and Greenhouse Project and necessary ancillary projects and directs the University administration to establish a budget and appoint architects and engineers and other necessary project consultants.

Board Action on: _____
 Motion by: _____
 Second by: _____
 Vote: Yeas: _____ Nays: _____

Postpone: _____
 Amend: _____
 Disapprove: _____
 Approve: _____

ATTEST: Board Action, February 17, 2023

 Secretary / Chairperson

**Board of Trustees
Illinois State University
Pre-Construction Services for STEM Building & Greenhouse Project**

Background.

Felmley Science Annex (FSA) opened for classes in 1963 and is a four-story 80,784 gross square foot Illinois State University (ISU) STEM facility that houses spaces for Geology/Geography, Health Sciences, Biology, Chemistry, Physics and General Classrooms. FSA has been modified numerous times during the past 60 years, but not in a planned or comprehensive manner. As a result, changing University pedagogical requirements, aging, failed and obsolete infrastructure, and changing codes have resulted in the building not functioning as designed or required. Therefore, FSA is currently performing well below university requirements. Subsequently, several biology and chemistry labs in FSA are not fully functional resulting in reduced College of Arts and Sciences (CAS) laboratory teaching capacity.

In 2018 ISU hired an engineering consultant to evaluate FSA. The engineering consultant recommended major infrastructure replacements and upgrades to restore pedagogical functionality and meet current codes and energy efficiency requirements. ISU submitted this project request to the State of Illinois as an emergency capital repair project. The State of Illinois, via the Capital Development Board (CDB), funded this project for ISU in 2021 in the amount of \$7.1 million. This project has started and recently completed the program analysis phase. The total project program phase estimate completed by the CDB consultant team in September of 2022 is approximately \$13.3 million. The project is temporarily on hold while the CDB evaluates options and seeks additional fiscal resources in order to proceed.

The FSA Greenhouse (4,000 GSF) opened in 1964. The greenhouse is currently used by the Biological Sciences Department to house and grow various plants that were previously used for multiple teaching pedagogies. Environmental Health and Safety (EHS) evaluated the facility due to operational issue complaints and determined this facility to be an unsafe teaching environment and unsuitable working facility, terminating teaching activities. Until this determination, approximately 3,000 ISU students and 500 community visitors used this as a Biological Sciences teaching facility on an annual basis. The CAS Biological Sciences department needs an environment to teach, not just grow, production plants. However, if this project is approved and proceeds, the existing Greenhouse will need to be demolished and be out of service for several years until the new building/greenhouse/ head house could be built and put into service.

Immediately to the west of the existing greenhouse are two abandoned-in-place Cooling Towers. These cooling towers sit on top of a sub grade concrete structure that contain abandoned-in-place mechanical and electrical equipment. The new STEM Building & Greenhouse project will address deferred maintenance issues and re-purpose this valuable campus space in support of Biological Science and future Mennonite College of Nursing and Engineering pedagogical needs. This is prime real estate on the Quad in direct proximity to adjacent existing Science Labs in the FSA.

Justification

The FSA Greenhouse needs to be replaced to restore pedagogical functionality. The abandoned facility equipment needs to be removed. The site of the existing Greenhouse combined with the site of the abandoned facility equipment is prime Illinois State University academic real estate in very close proximity to existing STEM labs in Felmley and the main ISU Quad, and an ideal location for a new ISU STEM and Greenhouse facility. The ISU Strategic Plan calls for STEM teaching capacity to be increased and to accommodate planned Mennonite College of Nursing (MCN) growth starting in the fall of 2024 and the introduction and growth of the new ISU Engineering program enrollment starting in the fall of 2025. In addition, ISU's existing STEM teaching laboratories are currently in poor condition, not functioning up to necessary pedagogical and program requirements. Completing this project in a timely manner will eliminate the need to rent temporary modular labs to facilitate the projects required construction work that will take biology and chemistry labs offline for the CDB FSA HVAC and Building Envelope Upgrade Project.

In addition, the completed project greenhouse space would be an opportunity for community engagement activities to host public forums about plant science, facility tours, and the annual ISU Greenhouse Philanthropic Gala could be reinstated. In summary, ISU is in urgent need of new and updated CAS laboratory teaching capacity to meet ISU current and future pedagogical needs.

STEM Building & Greenhouse Project Plan

The project Phase 1 scope is to build a 5,000 GSF Greenhouse Facility at the Grounds complex next to the Carter Harris Building. The project Phase 2 scope involves constructing a new 4 story building with a greenhouse and head house at the top of the building. The site will be the current existing Greenhouse and abandoned equipment site. The building is designed to have up to 9 Science Labs that can be either Research or Teaching Labs. Some laboratories would be built out with the greenhouse and head house as part of the original building construction. The remainder of these labs would be “shelled out”. This construction concept is how shell space was built out in ISU’s Julian Hall Building when the Cyber Security project was built.

This project would be implemented in a minimum of 3 phases:

- Phase 1 is the construction of a new Greenhouse Facility at ISU’s property at the Grounds Complex next to the Carter Harris Building. CAS Biological Sciences will occupy this Greenhouse for the duration of demolition of the existing FSA Greenhouse and construction of the new STEM Building and Greenhouse project. Upon completion of the new STEM Building and Greenhouse project, CAS Biological Sciences will vacate the Greenhouse Facility at the Grounds Complex next to the Carter Harris Building. Once vacated by CAS Biological Sciences, Facilities Services Plant Greenhouse will relocate and occupy this greenhouse project permanently.
- Phase 2 involves designing and building a new 4 story building with a greenhouse and head house at the top of the building. The building is designed to accommodate up to either 9 Research or Teaching Labs. A minimum number of labs would be built out along with the building construction. A possible scenario for the second phase would be to construct the entire building shell, the greenhouse, the head house and 2 labs, a new south building entry and a connector to the existing FSA building. The remaining labs would be “shelled out”.
- Phase 3 (additional phases as needed) would involve building out the remaining shelled out STEM labs to suit ISU’s pedagogical needs at some future date to be determined.

STEM Building & Greenhouse Projected Total Budget

Cannon Design and ISU worked collaboratively to develop a preliminary concept plan and a budget to implement all the necessary project components to implement this new STEM Building and Greenhouse Project. Preliminary cost estimates range between \$40M to \$50M depending on final design.

This resolution requests Board of Trustees to authorize expenditures, not to exceed \$4 million, for all necessary STEM Building & Greenhouse Project Pre-Construction Services for a project to program, plan, design and produce the required documents to publicly bid the new STEM Building and Greenhouse Project and direct the University Administration to establish a budget and appoint architects and engineers and other necessary project consultants.

Resource Requirements:

A/E Pre-Construction Fees	\$2,930,000
Project Commissioning Fees	220,000
Project Management Fees	665,000
Project Cost Estimating Fees	185,000
Total Project Pre-Construction Cost Not to Exceed	\$4,000,000

Source of Funds: General Revenue Resources and Academic Enhancement Fees

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/09
Authorization to Replace
Certain ISU Lexington Farm
Facilities Due to Fire Damage**

Resolution

Whereas, the Board of Trustees of Illinois State University owns and operates a working 434-acre University Farm at Lexington, Illinois, and

Whereas, shortly after midnight on Friday November 18, 2022, a fire of unknown origin started in the stored hay inside the southern end of the ISU Lexington Farm Beef Barn destroying approximately 66% (some 31,000 sq. ft.) of the existing Beef Barn, including the calf birthing room, and forcing the temporary displacement of 116 cattle into externally owned neighboring farm operations within the greater Lexington, Illinois community through the University's connections with the Illinois Farm Bureau, and

Whereas, the Board of Trustees of Illinois State University maintains appropriate insurance on all farm operations, equipment, and structural buildings located at the University Farm at Lexington, Illinois and has filed an insurance claim for all applicable damages suffered in this fire, and

Whereas, the Illinois State University College of Applied Science and Technology (CAST) Department of Agriculture and associated ISU colleges have ongoing student learning lab and pedagogical needs for the University Farm at Lexington, Illinois, and

Whereas, the intent of this project is to restore the full functionality of the Illinois State University Farm at Lexington, Illinois, back to its existing operations prior to the Beef Barn fire on November 18, 2022, including securing temporary and permanent farm related facilities, equipment, animal feed, other operational needs as soon as possible, and filing the appropriate insurance documents to secure the highest available insurance financial settlement allowed by our insurance carriers:

Therefore, be it resolved that the Board of Trustees authorizes a project to expedite all the necessary efforts to acquire and/or lease the proper equipment, animal supplies, and other operational needs, along with accelerated construction and/or lease of the appropriate facility structures needed to return the Illinois State University Lexington Farm back to full operations as soon as possible at a total project cost not to exceed \$3.0 million. Once construction is complete and financial settlement is reached between the University and the insurance carriers, a follow-up resolution may be

necessary to approve spending for additional measures to return the farm to full working order. The University expects to be fully reimbursed for all insurable loss project costs, including temporary and permanent investments, less a per incident deductible of \$100,000.

Board Action on:	_____	Postpone:	_____
Motion by:	_____	Amend:	_____
Second by:	_____	Disapprove:	_____
Vote:	Yeas: _____	Nays: _____	Approve: _____

ATTEST: _____ Board Action, February 17, 2023

Secretary / Chairperson

**Board of Trustees
Illinois State University
Authorization to Replace Certain ISU Lexington Farm Facilities Due to Fire Damage**

Background.

The Board of Trustees of Illinois State University owns and operates a working 434-acre University Farm at Lexington, Illinois.

Shortly after midnight on Friday November 18, 2022, a fire of unknown origin started in the stored hay in the southern end of the ISU Lexington Farm Beef Barn destroying approximately 66% (some 31,000 sq. ft.) of the existing Beef Barn, including the calf birthing room. Fortunately, no staff or livestock were injured because of this fire. The quick and responsible actions of the College of Applied Science and Technology (CAST) and the ISU Farm Manager successfully arranged temporary relocation of 116 livestock safely through CAST's connections with the Illinois Farm Bureau to neighboring farms. Approximately 60% of the livestock are bred cattle that will need to return to the ISU Farm for calving. As a learning lab, approximately 150 students participate in the farm related courses, activities, and livestock care each term at the farm as part of their curriculum requirements.

The CAST Department of Agriculture and associated ISU colleges have ongoing student learning lab and pedagogical needs for the University Farm at Lexington, Illinois.

Illinois State University maintains appropriate insurance on all farm operations, equipment, and structural buildings located at the University Farm at Lexington, Illinois and has filed an insurance claim for all applicable property damage, extra expenses, and business income losses suffered in this fire. However, insurance claims and reimbursement processes will delay restoring of certain structural facilities, equipment, and animal feed functionality at the ISU Lexington Farm. Accordingly, replacement facility structures need to be leased and/or constructed on the ISU Lexington Farm property to completely restore all farming, animal care, teaching, and research capabilities.

Project Scope

This resolution authorizes a project to restore the full functionality of the Illinois State University Farm at Lexington, Illinois, back to its existing operations prior to the Beef Barn fire on November 18, 2022, including securing temporary farm related structural facilities, equipment, animal feed, and other operational needs as soon as possible, and filing the appropriate insurance documents to secure the highest available insurance financial settlement allowed by our insurance carriers, at a total project cost not to exceed \$3.0 million. Once construction is complete and financial settlement is reached between the University and the insurance carriers, a follow-up resolution may be necessary to approve spending for additional measures to return the farm to full working order. The University expects to be fully reimbursed for all insurable loss project costs, including temporary and permanent investments, less a per incident deductible of \$100,000.

As of February 17, 2023, due to the emergency nature of the project, the University has already expended some \$575,000 in university funds to help expedite the farm restoration effort. The university fully expects to be reimbursed for these funds from the final insurance loss settlement provided by our insurance carriers.

On February 2, 2023, the insurance carrier provided the university a detailed report outlining an initial loss estimate for debris removal and property reconstruction of \$2,401,996. This does not include losses incurred for non-property related costs such as lost business income, animal feed, labor, and other allowable expenses resulting from the fire. The insurance carrier has also agreed to provide \$1,776,000 in upfront cash payments, as part of the final settlement, to reimburse the university for costs incurred to date as well as provide funds to begin the restoration project. Final cash settlement with the insurance carrier will not be reached until full reconstruction efforts are completed and final invoices are reviewed and approved.

The university continues to work toward having the Illinois State University Lexington Farm fully operational for the start of the Fall 2023 semester.

Resource Requirements

Rebuild Calving Barn and Birthing Room by February 1, 2023	\$450,000
Tear down and remove from site certain damaged debris for life safety and liability protection	<u>125,000</u>
Total Project Costs Expended To-Date	\$575,000
Additional Funds to Replace Structural Facilities, Equipment, Animal Feed, and Other Costs	<u>\$2,425,000</u>
Total Project Cost – Not to Exceed	\$3,000,000

Source of Funding

Initial Reconstruction Cost Settlement Provided by Insurance Carrier	\$2,401,996
Allowance for additional insurable project costs reimbursed by Insurance Carrier	<u>498,004</u>
Total project costs funds expected to be reimbursed by the Insurance Carrier	<u>\$2,900,000</u>
Insurance deductible paid by University – General Revenue Funds	<u>100,000</u>
Total Project Cost – Not to Exceed	\$3,000,000

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/10
Renewal of Student Health
Insurance Plan for Policy Year
2023-2024**

Resolution

Whereas, the University's Student Health and Accident Plan will expire August 20, 2023, and

Whereas, the Board of Trustees approved the current agreement with Aetna Student Health for the 2022-23 policy year at its May 6, 2022 meeting which included a provision for up to nine renewal periods upon mutual agreement between Illinois State University and Aetna Student Health, and

Whereas, this is the first renewal between Illinois State University and Aetna Student Health,

Therefore, be it resolved that the Board of Trustees of Illinois State University award to Aetna Student Health the renewed agreement for the 2023-2024 policy year.

Be it further resolved that the Board of Trustees approves the student health insurance rate of \$281 for the fall 2023 and spring 2024 sessions and \$211 for the summer 2024 session.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, February 17, 2023

Secretary / Chairperson

**Board of Trustees
Illinois State University
Renewal of Student Health Insurance Plan for Policy Year 2023-2024**

Each year Aetna Student Health (ASH) develops a renewal percentage that represents the increase in the plan for the next year. The percentage is calculated using a mathematical formula that estimates medical trends, pooling charges (method by which each member of an insurance pool shares in each and every risk written by the other members of the pool), adjustments in the pooling charge for high dollar claims, impact of plan changes, and any rate increases experienced by the plan. The formula incorporates a blend of the plan’s most recent two years of claims and premium data, which has been used for more than twenty years on ISU renewals.

Representatives from the Student Insurance Office and Student Health Services, with the assistance of an insurance plan consultant with Schlomann & Associates LLC, negotiate annually with ASH to obtain the best plan at the lowest rate for Illinois State University students. The final published rate to ISU students results from the ASH Rate along with funds used from the Premium Stabilization Reserve (PSR).

Based on claims experience ASH initially proposed an 8.8% premium increase for the 2023-24 plan year. However, after negotiations an increase of 6.5% premium is recommended. It is also recommended student premiums be subsidized by \$12 per student/per semester (\$10 per student summer) for the 2023-24 plan year. *Therefore, for the 2023-24 plan year a 0% rate increase to students enrolling in the Student Health Insurance Plan is recommended.* This plan provides higher benefits at a significantly lower cost than all other State of Illinois schools with plans that are compliant with the Affordable Care Act (ACA).

The proposed Aetna rates and use of the Premium Stabilization Reserve are as follows:

Premium Comparison: Current and Proposed

	Proposed 2023-2024	Current 2022-2023
Semester Premium	\$280	\$267
On Call Premium	\$3	\$4
Administrative charge	\$10	\$10
Subsidy from PSR	(\$12)	\$0
Fee assessed to student	\$281	\$281
	Proposed 2023-2024	Current 2022-2023
Summer Premium	\$214	\$204
On Call Premium	\$2	\$2
Administrative charge	\$5	\$5
Subsidy from PSR	(\$10)	\$0
Fee assessed to student	\$211	\$211

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

**Resolution No. 2023.02/11
Authorization to Name
Center for Performing Arts
Dressing Room
Dr. Edward & Mrs. Judith Hines
CPA Dressing Room**

Resolution

Whereas, the Board of Trustees, as authorized by the Board of Trustees Governing Document, Section C, Policies, Subsection IV-C, Naming of Facilities, shall approve the naming of all facilities at the University; and

Whereas, the Center for the Performing Arts is part of facility enhancements taking place in the Wonsook Kim College of Fine Arts; and

Whereas, Dr. Edward Hines, Illinois State University Distinguished Professor Emeritus, and Mrs. Judith Hines, retired District 87 gifted education coordinator have committed financial resources for the Wonsook Kim College of Fine Arts Complex Fund; and

Whereas, the University Naming Committee has recommended, and President Kinzy has endorsed the recommendations as described herein:

Therefore, be it resolved that the Board of Trustees in regular meeting assembled, approves the naming of a dressing room in the lower level of the Center for Performing Arts (CPA) addition as the Dr. Edward & Mrs. Judith Hines CPA Dressing Room in recognition of financial support to Illinois State University.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, February 17, 2023

Secretary / Chairperson

Board of Trustees
Illinois State University
Authorization to Name Center for Performing Arts Dressing Room
Dr. Edward & Mrs. Judith Hines CPA Dressing Room

Dr. Edward and Mrs. Judy Hines have been joyful, engaged, and vocal supporters of the arts at ISU and in the community for many years. Due to a recent gift commitment, it is respectfully requested that the University name one of two large dressing rooms in the Center for the Performing Arts as the Dr. Edward and Mrs. Judith Hines CPA Dressing Room. Naming the space in honor of Dr. Edward and Mrs. Judith Hines is in recognition of their generous financial commitment to the Wonsook Kim College of Fine Arts Complex Fund.

Dr. Edward and Mrs. Judith Hines have a long and engaging relationship with Illinois State University and the Center for Performing Arts. In addition to their support to the Fine Arts Complex Fund, the Hines' established a scholarship in the Redbirds Rising Campaign for the Wonsook Kim College of Fine Arts through the Civic Chorale Excellence Fund Endowment.

Dr. and Mrs. Hines have been actively involved with the Civic Chorale since 1982, in addition to chairing the Chorale's 50th anniversary.

Dr. Hines is an Illinois State University Distinguished Professor of Higher Education. Dr. Hines co-authored the historical paper *Illinois State University Civic Chorale: A Proud Past and A Promising Future*, which covered the history, members, and performances of the Civic Chorale.

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

Resolution No. 2023.02/12
Recognition of Former Trustee
Mary Ann Louderback

Resolution

Whereas, in the fall of 1995, the 89th General Assembly of the State of Illinois passed Senate Bill 241, which was sent to and signed by the Governor to become Public Act 89-0004, which established autonomous governing boards for seven state universities as part of a continuing evolution of the state's higher education system, and

Whereas, Mary Ann Louderback was appointed by former Illinois Governor Bruce Rauner to the Board of Trustees of Illinois State University and participated in her first meeting on May 8, 2015, and

Whereas, Mary Ann Louderback accepted her responsibility as a member of the Board of Trustees and a representative of the State and its citizens to govern and to provide direction for the University. Dr. Louderback's understanding and appreciation of the values inherent in higher education enabled her to bring a level of expertise to the Board that was of great value and appreciated by her Trustee colleagues. She served the Board of Trustees with a high standard of professional integrity to the lasting benefit of Illinois State University:

Therefore, be it resolved that the Board of Trustees expresses its sincere appreciation to Mary Ann Louderback for her tireless efforts as a Trustee on behalf of Illinois State University and confers on her the honor and title of Trustee Emerita for her outstanding service and dedication to Illinois State University.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, February 17, 2023

Secretary/Chairperson

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

Resolution No. 2023.02/13
Recognition of Former Trustee
Robert Dobski

Resolution

Whereas, in the fall of 1995, the 89th General Assembly of the State of Illinois passed Senate Bill 241, which was sent to and signed by the Governor to become Public Act 89-0004, which established autonomous governing boards for seven state universities as part of a continuing evolution of the state's higher education system, and

Whereas, Robert Dobski was initially appointed by former Illinois Governor Rod Blagojevich to the Board of Trustees of Illinois State University from July 2008 – February 2013. Mr. Dobski was reappointed by former Illinois Governor Bruce Rauner in 2015, and again by current Illinois Governor J.D. Pritzker in 2019, and

Whereas, Robert Dobski accepted his responsibility as a member of the Board of Trustees and a representative of the State and its citizens to govern and to provide direction for the University. Mr. Dobski's understanding and appreciation of the values inherent in higher education enabled him to bring a level of expertise to the Board that was of great value and appreciated by his Trustee colleagues. He served the Board of Trustees with a high standard of professional integrity to the lasting benefit of Illinois State University:

Therefore, be it resolved that the Board of Trustees expresses its sincere appreciation to Robert Dobski for his tireless efforts as a Trustee on behalf of Illinois State University and confers on him the honor and title of Trustee Emeritus for his outstanding service and dedication to Illinois State University.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, February 17, 2023

Secretary/Chairperson