



June 14, 2019

TO REPORTERS WHO COVER SIU BOARD MEETINGS

The next special meeting of the Board of Trustees of Southern Illinois University has been called by the Chair and is scheduled for Wednesday, June 19, 2019, to begin at 9:00 a.m. at the Sunset Hills Country Club, East Room, 2525 South State Route 157, Edwardsville, Illinois. For the open portions of the meeting, the items are listed on the attached agenda. For the executive session meeting, it may be necessary that a motion will be made to close the meeting to the public for the purpose of considering information regarding appointment, employment, compensation, discipline, performance or dismissal of employees or officers.

Members of the Board of Trustees will have breakfast and lunch, and at the time of the breakfast and lunch the room will remain open to the public and seating will be provided for visitors, but breakfast and lunch will be served only to Board members and meeting staff.

Sincerely,

J. Kevin Dorsey
Interim President

Enclosure

Office of the President, Stone Center - Mail Code 6801, 1400 Douglas Drive, Carbondale, Illinois 62901

AGENDA

Special Meeting of the Board of Trustees
of Southern Illinois University
Wednesday, June 19, 2019
9 a.m., East Room,
Sunset Hills Country Club
Edwardsville, Illinois

Roll Call

OPEN MEETING ITEMS

- A. Motion to Close the Meeting to the Public (Executive Session)

EXECUTIVE SESSION

- B. Consideration of and information regarding certain matters stated in the meeting notice.

OPEN MEETING ITEMS

- C. Public Comments and Questions
- D. Meeting of the Board of Trustees (Regular Session) recesses for Board Finance Committee Meeting
- E. Meeting of the Board of Trustees (Regular Session) resumes
- F. Approval of Amendment to and Extension of SIU Interim Presidential Employment Agreement
- G. Approval of Amendment to and Extension of Dean and Provost Employment Agreement, Southern Illinois University School of Medicine
- H. Approval of Salary and Appointment of the System Executive Director for Diversity Initiatives for the Southern Illinois University System
- I. All Board Retreat
 - 1. Discuss with Association of Governing Boards co-facilitators Dr. Carol Cartwright and Dr. William "Brit" Kirwan regarding Governance Review
 - 2. Discuss Presidential Search with Witt/Kieffer consultants Mr. Dennis Barden and Ms. Elizabeth Bohan
 - a. Approval of Leadership Profile

Adjournment



SOUTHERN ILLINOIS UNIVERSITY

SENIOR VICE PRESIDENT FOR FINANCIAL & ADMINISTRATIVE AFFAIRS
STONE CENTER - MAIL CODE 6801 / 1400 DOUGLAS DRIVE / CARBONDALE, ILLINOIS 62901

June 14, 2019

Members of the Board Finance Committee

Roger Tedrick, Chair
Ed Curtis
Subhash Sharma
Amy Sholar
Molly Smith

Dear Members of the Finance Committee:

The Finance Committee will meet on Wednesday June 19, 2019, in the East Room of the Sunset Hills Country Club, in Edwardsville, Illinois, at approximately 9 a.m. The agenda is enclosed.

Yours truly,

Duane Stucky
Senior Vice President for Financial and Administrative Affairs
and Board Treasurer

DS/sjp

Enclosures

cc:	J. Phil Gilbert	John M. Dunn
	Ed Hightower	Randall Pembroke
	Brione Lockett	Jerry Kruse
	John Simmons	Other Interested Parties
	J. Kevin Dorsey	

AGENDA

MEETING OF THE
SOUTHERN ILLINOIS UNIVERSITY
BOARD OF TRUSTEES
FINANCE COMMITTEE

Wednesday, June 19, 2019

East Room
Sunset Hills Country Club
Edwardsville, Illinois

1. Approval of Amendment to and Extension of SIU Interim Presidential Employment Agreement (Board Agenda Item F).
2. Approval of Amendment to and Extension of Dean and Provost Employment Agreement, Southern Illinois University School of Medicine (Board Agenda Item G).
3. Approval of Salary and Appointment of the System Executive Director for Diversity Initiatives for the Southern Illinois University System (Board Agenda Item H).
4. Other Business
5. Adjournment

INTERIM PRESIDENTIAL EMPLOYMENT AGREEMENT

This Interim Presidential Employment Agreement is made and entered into this 16th day of July, 2018, by and between the Board of Trustees of Southern Illinois University (hereinafter the “Board”) and J. Kevin Dorsey (hereinafter the “Interim President”). The Board and Interim President may hereinafter be referred to individually as a “party” or collectively as the “parties.”

Article I

THE BOARD’S AGREEMENT WITH THE INTERIM PRESIDENT

1.1 Employment. The Board appoints and employs J. Kevin Dorsey to be Interim President of Southern Illinois University (hereinafter the “University”). The Interim President shall serve as the chief executive officer of the University, the primary representative of the University for external bodies, including offices, agencies, and branches of federal and state government; coordinate, facilitate, and manage the private philanthropic community and fundraising efforts of the University; and serve as the primary contact to and University officer for and on behalf of the Board. The Interim President agrees to perform these duties under the policies, bylaws, statutes, and charter of the Board (collectively “Board Legislation”) and supervision and direction of the Board, including its Executive Committee. The Interim President accepts and agrees to such employment.

1.2 Duties. The Board agrees that as Interim President of the University, the Interim President shall, subject to the Interim President’s agreements with the Board under Article II herein, perform the following duties:

- a. Serve as chief executive officer for the University, including but not limited to, providing general leadership and coordination for the University, its policies, programs, and operation.
- b. Make recommendations concerning the mission, scope, and organization of the University and concerning plans and policies for the development and enhancement of the University operations and activities.
- c. Develop for Board review and approval a budget for the University and provide allocation and oversight to the campuses regarding said budget.
- d. Appoint, supervise, and evaluate the Chancellors of SIUC and SIUE and Dean and Provost of the School of Medicine (hereinafter the “Dean and Provost”) and collaborate with them in planning and administering campus programs and activities.

- e. Serve, under the general direction of the Board, as the principal spokesperson and representative for the University with the offices, agencies, and branches of federal and state government and other external bodies or constituencies.
- f. Develop and maintain good public relations between the University and the region in which it is located, the public it serves, and the state of Illinois.
- g. Make recommendations to the Board of Trustees concerning the initiation, continuation, or modification of University programs and activities and assure compliance with Board programs and Board Legislation, including revisions thereto.
- h. Develop and make recommendations concerning the operating and capital budget requests, appropriation requests, and internal budgets of the University.
- i. Serve as a fund raiser for the University in coordination with the Chancellors, Dean and Provost, and the institutional development officers, as well as the University's foundations and alumni organizations, and oversee the development of institutional fund raising initiatives assuring appropriate coordination of efforts between the respective campuses.
- j. Appoint and supervise such officers and employees as may be designated by the Board.
- k. Perform such other duties as may be assigned or delegated by the Board.

1.3 Consideration. As consideration for the Interim President's employment, the Interim President shall receive the following:

- a. Compensation in the form of an annual base salary in the amount of Four Hundred Thirty Thousand Dollars (\$430,000.00), payable in equal installments in accordance with the appropriate University payroll schedule. Salary shall include deductions for local, state, and federal taxes and employee benefits;
- b. Health insurance benefits, sick leave, paid vacation, and other benefits accorded to administrative and professional employees of the University that are authorized by law or policy.
- c. The University shall reimburse the Interim President for reasonable entertainment, travel, and other expenses incurred by the Interim President in the performance of his duties as Interim President in accordance with University policy, as now or hereafter amended. These expenses shall be subject to audit by the University. Further, the Interim President may attend educational conferences, conventions, seminars, and other professional growth activities, and other meetings to advance

the interests of the University in accordance with University policy as now or hereafter amended, and the reasonable expenses connected therewith shall be reimbursed, including membership in appropriate professional and service organizations. The Interim President understands that the University shall reimburse travel and associated expenses of the Interim President's spouse in accordance with University policy as now or hereafter amended but only when the presence of the spouse is necessary to further the interests of the University, in the sole discretion of the Board, and when pre-approved by the Board Chair.

Article II

THE INTERIM PRESIDENT'S AGREEMENTS WITH THE BOARD

2.1 Acceptance of Interim Presidency. For and in consideration of the promises of the Board as stated in this Agreement, J. Kevin Dorsey agrees to serve as Interim President of the University. The Interim President agrees to remain responsible to the Board for the execution of Board Legislation, as applicable, as it exists or as amended from time to time. The Interim President agrees to discharge the authority and responsibilities delegated by the Board and to consult with the Board and such constituencies as are appropriate. The Interim President agrees to regularly report to the Board and the pertinent Board committees, as appropriate, all major policy, legislation, budget, operational, and other material matters as determined by the Board Chair and Interim President.

2.2 Accountability. The Interim President agrees that in performing the duties enumerated in this Agreement he shall be accountable to the Board. The Interim President agrees to conduct regular meetings with the Board and Board Chair in order to provide advice and counsel, coordinate and implement the Board Legislation, and articulate University challenges or concerns.

2.3 Full-time position. The Interim President further agrees to faithfully and with maximum application of experience, ability and talent, devote full-time attention and energies to the duties of the Interim President.

2.4 Outside Employment. The Interim President further agrees not to render services of any professional nature for any person or entity for remuneration (other than the Board) without the Board's prior consent. This provision does not prohibit the making of personal investments or the conducts of private business affairs so long as these activities do not conflict with the Interim President's responsibilities or duties to the University or reflect negatively upon him or the University.

Article III

TERM OF APPOINTMENT

3.1 Term. This Agreement shall be for a term of one (1) year, commencing July 16, 2018, and terminating July 15, 2019, or until a new President of the University is hired, whichever is shorter, subject, however, to extension or to prior termination as provided for in this Agreement. The Board and Interim President may mutually agree to extend the term. Any such extension must be in writing, signed by both parties. At the conclusion of the Interim President's term, the Interim President shall be entitled to return to his prior position with the University, at his prior rate of pay adjusted by any across the board salary increases provided to similarly located and classified employees. The Interim President shall maintain his tenure and shall hold a 0% appointment as a Professor in the Department of Medical Education and Department of Internal Medicine.

Article IV

TERMINATION

4.1 Termination by the Board. The Board may, in its sole discretion, terminate this Agreement in accordance with Board Legislation. If such a termination occurs, Interim President shall return to his prior position, at his prior rate of pay adjusted by any across the board salary increases provided to similarly located and classified employees.

4.2 Termination by Interim President. This Agreement may be terminated without cause by Interim President giving the Board thirty days (30) advance written notice of the termination of employment.

4.3 Disability. Regardless of any other provisions of this Agreement, this Agreement shall terminate automatically if Interim President dies or becomes totally disabled, or totally incapacitated to such a degree, either physically or mentally, that the Interim President is incapable of carrying out the duties as Interim President, as defined by the Board.

- a. If the Board deems Interim President disabled, totally incapacitated, or incapable of carrying out the duties as Interim President, the Board reserves the right to require Interim President to submit to a medical examination, either physical or mental.
- b. If Interim President becomes incapable of carrying out the duties of office, due to permanent disability or incapacity and is terminated, the Board shall pay to Interim President or Interim President's personal representative, as the case may be, for any accrued but unpaid compensation together with a proportionate part of any other benefits which would be due and payable to Interim President, or personal representative, as the case may be, by reason of death or incapacity

during employment by Board. The payment liability of the Board shall terminate as of the date of death or determination of permanent disability or incapacity.

- c. If the Interim President becomes disabled or incapacitated, the Board shall cooperate with the Interim President or his personal representative to enable him to secure any appropriate disability, Social Security, or related benefits including executing any documents necessary to apply for any such benefits.

4.4 Exclusion of Consequential or Other Damages. The parties have bargained for and agreed to the foregoing provisions. In no case shall the University be liable to the Interim President for any damages, or loss of any collateral business opportunities or any other benefits, or income from any other source. The provisions for return to his prior position as a tenured faculty member in the Department of Medical Education and Department of Internal Medicine upon termination as provided in this Agreement are the sole and exclusive legal and equitable remedies for termination and shall constitute adequate and reasonable compensation for any damages or injury suffered because of such termination by either party.

Article V

OTHER MUTUAL AGREEMENTS

5.1 Entire Agreement. 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 unless in writing, approved by the Board and signed by the parties hereto.

5.2 Non-Disparagement. The parties agree not to make comments that injure or damage the reputation or character of any other party, or otherwise disparage any other party, during or after the term of this Agreement, or make comment about the circumstances giving rise to the Agreement or the termination, non-renewal, or expiration of this Agreement except as otherwise required by law. Unless otherwise required by law, any statement by the Interim President must be agreed to in writing by the Board.

5.3 Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the state of Illinois, without regard to its conflict of law provisions.

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

5.5 Assignment. This Agreement is not assignable but shall be binding upon heirs, administrators, representatives, and successors of both parties.

5.7 Captions. The captions are for reference purposes only and have no force and effect in determining the rights or obligations of any of the parties to this Agreement.

5.8 Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions of the Agreement shall continue to be valid and enforceable.

5.9 Notices. Any notices required hereunder shall be hand delivered or sent by certified mail, return receipt requested to the following addresses:

For the Board of Trustees:
Secretary of the Board
Southern Illinois University
1400 Douglas Drive, MC 6801
Carbondale, IL 62901

For the Interim President:
J. Kevin Dorsey
SIU School of Medicine
913 N. Rutledge, MC 9681
Springfield, IL 62794

IN WITNESS WHEREOF, J. Kevin Dorsey and the Board have executed this Agreement this the 16th day of July, 2018.

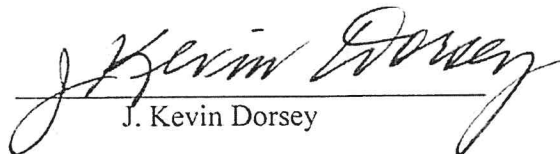
**BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY:**

BY



Amy Sholar, Chair

INTERIM PRESIDENT:



J. Kevin Dorsey

**INTERIM PRESIDENTIAL EMPLOYMENT AGREEMENT
AMENDMENT #1**

This Amendment #1 ("Amendment") to the Interim Presidential Employment Agreement ("Agreement") is entered into by and between the Board of Trustees of Southern Illinois University, a body politic and corporate of the state of Illinois, ("Board") and Dr. J. Kevin Dorsey (hereinafter the "Interim President"). The Board and the Interim President may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on or about July 16, 2018, the Parties entered into the Agreement, for a period of one (1) year or until a new President of the University was hired, whichever was shorter, and;

WHEREAS, the University has begun a search to find a permanent President but it is not anticipated such search will be complete prior to the expiration of the Agreement, and;

WHEREAS, the Parties desire to extend the term of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement as follows:

1. The Term of the Agreement is hereby be extended. Effective July 15, 2019, Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:

"Term. This Agreement shall be for a term of one (1) year, commencing July 16, 2019, and terminating July 15, 2020, or until a new President of the University is hired, whichever is shorter, subject, however, to extension or to prior termination as provided for in this Agreement. The Board and Interim President may mutually agree to extend the term. Any such extension must be in writing, signed by both parties. At the conclusion of the Interim President's term, the Interim President shall be entitled to return to his prior position with the University, at his prior rate of pay adjusted by any across the board salary increases provided to similarly located and classified employees. The Interim President shall maintain his tenure and shall hold a 0% appointment as a Professor in the Department of Medical Education and Department of Internal Medicine."

2. This Amendment shall be effective on July 15, 2019.
3. Except as modified herein, the terms and conditions of the original Agreement and any subsequent amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, J. Kevin Dorsey and the Board have executed this Amendment #1 this 19th day of June, 2019.

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY:

INTERIM PRESIDENT:

BY _____
J. Phil Gilbert, Chair

J. Kevin Dorsey