



Meeting
of the
Board of Trustees

December 7, 2017

A G E N D A

**BOARD OF TRUSTEES
of
NORTHERN ILLINOIS UNIVERSITY
9:00 a.m. – Thursday – December 7, 2017
Board of Trustees Room
315 Altgeld Hall**



1. Call to Order and Roll Call
2. Verification of Quorum and Appropriate Notification of Public Meeting
3. Meeting Agenda Approval *Action.....i*
4. Review and Approval of Minutes of September 14, 2017 Meeting..... *Action.....1*
5. Chair's Comments/Announcements
6. Public Comment*
7. Reports of Board Committees and Board Liaisons..... *Information.....18*
 - a. Executive Committee
 - b. Academic Affairs, Student Affairs and Personnel Committee (AASAP)
 - c. Finance, Audit, Compliance, Facilities, and Operations Committee (FACFO)
 - d. Research and Innovation, Legal and Legislative Affairs Committee (RILLA)
 - e. Illinois Board of Higher Education
 - f. Universities Civil Service Merit Board
 - g. Northern Illinois University Foundation
 - h. Northern Illinois University Alumni Association
 - i. Northern Illinois Research Foundation
8. Chair's Report No. 82
 - a. Presidential Transition Agreement *Action.....21*

Consideration of Presidential Transition Agreement with Dr. Douglas D. Baker, which agreement includes the following:

 - Terms of Dr. Baker's resignation as President of Northern Illinois University
 - Payments made and to be made to Dr. Baker by the University
 - Certain releases made by Dr. Baker

(The Presidential Transition Agreement to be considered by the Board can be found at http://niu.edu/board/_pdf/transition-agreement-baker.pdf; the 2017 Presidential Evaluation can be found at http://www.niu.edu/board/_pdf/baker-360-evaluation.pdf; if you do not have access to a computer, the agreement can be reviewed prior to the Board meeting at Altgeld Hall 300 between the hours of 9 a.m. to 4 p.m. Copies will also be made available at the Board meeting.)

b. Presidential Search Planning Committee	<i>Action.....</i>	35
c. Board of Trustees 2018 Meeting Dates Approval	<i>Action</i>	36
d. Closed Session Minutes Review and Release	<i>Action.....</i>	37
9. President's Report No. 120		
a. University Recommendations Forwarded by the Board Committees		
1) Fiscal Year 2019 Out-of-State College of Law Tuition Recommendation	<i>Action.....</i>	38
2) Fiscal Year 2019 Pricing Recommendation	<i>Action.....</i>	40
3) Intercollegiate Athletics and Division of Administration & Finance IHSA State Football Championship Ticket Agreement	<i>Action.....</i>	50
4) Fiscal Year 19-23 Intercollegiate Athletics Athletic Apparel Sponsorship Package	<i>Action.....</i>	51
5) Fiscal Year 2018 Intercollegiate Athletics Athletic Apparel Amendment	<i>Action.....</i>	53
6) Division of Research and Innovation Partnerships Multi-Disciplinary Scientific Instrumentation for "Shimadzu Program for Academic Research and Quality of Life" (SPARQ)	<i>Action.....</i>	54
7) DoIT Voice Trunking Services and Local Domestic/Long Distance Service Contract Renewal.....	<i>Action.....</i>	55
8) NIU Outreach – Professional Services Subcontract Amendment	<i>Action.....</i>	56
9) Holmes Student Center – Phase I Renovation	<i>Action.....</i>	57
10) Holmes Student Center – Renovation Retail Franchise Venues	<i>Action.....</i>	58
11) Request for Deletion of Center	<i>Action.....</i>	59
12) Request for Deletion of Center	<i>Action.....</i>	60
b. University Reports Forwarded by the Board Committees		
1) Fiscal Year 2017 Report on Capital Activities	<i>Information.....</i>	61
2) Fiscal Year 2017 Annual Report of Transactions Involving Real Property... ..	<i>Information.....</i>	79
3) Periodic Report on Investments	<i>Information.....</i>	81
4) Quarterly Summary Report of Transactions in excess of \$100,000	<i>Information.....</i>	84
5) Quarterly Financial Summary – FY17 Year End.....	<i>Information.....</i>	89
6) Quarterly Financial Summary – FY18 First Quarter	<i>Information.....</i>	91
7) FY17 Internal Audit Update	<i>Information.....</i>	94
8) Professional Excellence Awards for Faculty and Staff	<i>Information.....</i>	95
9) Recruitment and Retention Presentation.....	<i>Information.....</i>	97
10) Oversight of Academic Programs.....	<i>Information.....</i>	98
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13) Sponsored Programs Administration	<i>Information.....</i>	104
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15) Strategies to Support Scholarship.....	<i>Information.....</i>	108
16) University Press Request for Proposal Posting	<i>Information.....</i>	111
c. Items Directly from the President		
1) Collective Bargaining Agreement, NIU Instructors' Unit, Local 4100 of UPI	<i>Action.....</i>	112
2) Collective Bargaining Agreement, International Union of Operating Engineers, Local 150 – Campus Grounds Department.....	<i>Action.....</i>	113
3) Collective Bargaining Agreement, International Union of Operating Engineers, Local 150 – Materials Management Department	<i>Action.....</i>	114
4) Collective Bargaining Agreement, Metropolitan Alliance of Police, Chapter 675 – Telecommunicators	<i>Action.....</i>	115
5) Student Internship Partnership/Lease or License Proposal	<i>Action.....</i>	116
6) Grants and Contract Awards	<i>Information.....</i>	117
10. Other Matters		
11. Next Meeting Date		
12. Closed Session		
13. Adjournment		

*Individuals wishing to make an appearance before the Board should consult the [Bylaws of the Board of Trustees of Northern Illinois University](#), Article II, Section 4 – *Appearances before the Board*. Appearance request forms will be available in the Board Room the day of the meeting. For more information contact Kathleen Carey, kjahns@niu.edu Recording Secretary to the Board of Trustees, Altgeld Hall 300, DeKalb, IL 60115, 815-753-1273.

Anyone needing special accommodations to participate in the NIU Board of Trustees meetings should contact Kathleen Carey, (815)753-1273, as soon as possible.

Meeting of the
BOARD OF TRUSTEES
OF NORTHERN ILLINOIS UNIVERSITY
September 14, 2017

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 9:02 a.m. by Board Chair Wheeler Coleman in the Board of Trustees Room, 315 Altgeld Hall. Recording Secretary Kathy Carey conducted a roll call. Members present were Trustees Dennis Barsema, Robert Boey, Giuseppe LaGioia, Veronica Herrero, Eric Wasowicz and Board Chair Wheeler Coleman. Members absent: Trustees John Butler and Tim Struthers.

Also present: Acting President Lisa Freeman, Board Liaison Matt Streb; Acting General Counsel Greg Brady; Acting Executive Vice President and Provost Chris McCord; Vice Presidents Jerry Blazey, Anne Kaplan, and Associate Vice Presidents John Heckmann, Larry Pinkelton; and University Advisory Council (UAC) Representatives Barb Andree, Catherine Doederlein, Linda Saborio, and Alex Gelman.

2. VERIFICATION OF QUORUM AND APPROPRIATE NOTIFICATION OF PUBLIC MEETING

Acting General Counsel Brady indicated the appropriate notification of the meeting has been provided pursuant to the Illinois Open Meetings Act. Mr. Brady also advised that a quorum was present.

3. MEETING AGENDA APPROVAL

Chair Coleman asked for a motion to approve the committee agenda as proposed. Trustee Boey so moved and Trustee Barsema seconded. Chair Coleman asked for a motion to amend the agenda for a consent agenda of agenda items 8.b.1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15; and 8.c.2. Trustee Wasowicz so moved and Trustee Barsema seconded. The motion passed.

4. REVIEW AND APPROVAL OF MINUTES OF MAY 18, 2017

Chair Coleman asked for a motion to approve the minutes from the meeting of May 18, 2017. Trustee Barsema so moved and Trustee Wasowicz seconded the motion. The motion passed.

5. CHAIR'S COMMENTS/ANNOUNCEMENTS

Chair Coleman welcomed the University Advisory Council and asked if representatives would like to make comments.

Cathy Doederlein began I did want to be here specifically to thank the Board for taking under consideration the resolution related to DACA and also to thank our students that are here to speak as well as the staff and faculty that are here to support them as well. I think it's a very important issue and I know my colleagues within SPS just want to thank you for taking that under consideration and the care that you've taken in looking out for our students and thank you again to the students for being here as well as the faculty and staff that are supporting them.

Linda Saborio Faculty Senate President, added the recent decision to rescind DACA on September 5th has left many students, families, and communities facing an unknown future. Our own Acting President Freeman responded immediately to the decision from the White House reassuring our NIU community that NIU is committed to all of our students and I think her exact words were "you belong at NIU." I would like

to thank President Freeman for her response and continued and unwavering support of our undocumented students. I would also like to express my gratitude to the Board members for their proposed resolution today in support of our undocumented students and their efforts to encourage legislative actions that would create not only a pathway for citizenship, but also a pathway for success for so many young people. To our Dreamer students here, hang in there. We support you and you are a part of our Huskie Community and you always will be.

Barb Andree, President of the Operating Staff Council, updated the group on the NIU Operating Staff Council events and noted that they certainly appreciate that opportunity to show off NIU.

Alex Gelman added, I'd like to thank Chair Coleman and Vice Chair Barsema for coming to the Faculty Senate meeting last week to solicit input into the presidential search process. I'm sure you could tell by the response of those present that the invitation was eagerly accepted and despite the diversity of opinions, it is the faculty, universities being the last vestige of true democracy. I think the sense of ownership that that participation will engender is likely to give the incoming president that dreaded sense of popularity that they may have on the way in however short lived it might be. On behalf of my colleagues I'd like to thank you for opening that door and express my deepest hope that the door continues to be open.

6. PUBLIC COMMENT*

Acting General Counsel Brady indicated that Derek Van Buer had been a written request to address the Board during public comment.

Derek Van Buer: Good morning. Before I start I'd first like to thank Trustee Coleman and Matt Streb for changing their policy of password protecting the report that was posted upon the Board of Trustees website. Prior this you could not access it before the meeting and most times you couldn't even access during the meeting. So again thank you very much for the change in policy. Recently members of the Board and the staff of NIU have made remarks about the cost of FOIA. An important element of that cost is the cost to the FOIA requestor and the office of the Public Access Counselor which is part of the Attorney General's Office for the non-compliance of NIU. I requested public documents when NIU's PeopleSoft installation. As a Board the FOIA Office and the General Counsel Office are where the contract allows the usage to only NIU's internal business operations. Let's take a look at the contract. The relevant sections are highlighted. As you will notice that it says it's solely for your internal business operations subject to the terms of this agreement. You may allow your agents and contractors to use the programs for this purpose and you're responsible for their compliance with this agreement and such use. On the next slide it goes on in Section D ownership and restriction. It's further restricts third party access to NIU installations of PeopleSoft. Its states you may not make the programs and materials <resonance> from the services available in any manner to any third party for use in the third parties business operation unless such access expressly permitted for the specific program license and materials from the service you have acquired. On the next slide another section, section O, further restricts third party access to NIU's by the assignment clause it states you may not assign this agreement or transfer the programs and/or any services or an interest in them to any individual or entity. The next slide is a signature page. And you will notice that it was signed for on behalf of the BOT by Eddie Williams, President Peters, and the general counsel at the time Ken Davidson. The next slide is the renewal. In the second sentence from the first paragraph of the renewal order and documents, it states Northern Illinois agrees that the services order are for the sole benefit of the customer and shall only be used by the customer. The next slide again just to indicate again the customer is NIU because it's talking about NIU being a tax exempt organization. Okay? So it's pretty clear contracts for NIU and the last pages and on the signature page from June 2017 and again now the president, Doug Baker, Larry Pinkelton and Greg Brady. Okay. This shows the knowledge of the General Counsel's office about the contract and the date of the signature, June 2017. Yet this knowledge was never provided to the PAC Office or me and NIU responses to numerous requests for reviews. Here is a short clip

from the Beverly Hillbillies. The show includes Phil Silvers as Honest John. Honest John is selling Central Park among other landmarks to Jed. (Video plays.) This clip is relevant because you can't sell or assign rights to things you don't have rights to such as a PeopleSoft contract. And the reason this is relevant is because NIU keeps saying that the records that I've been requesting are owned NIU Foundation because they have a contract with NIU Foundation for the use of PeopleSoft. But they can't because the contract with Oracle doesn't allow it. The General Counsel's Office has failed. For three times to disclose the material facts of the contract to the PAC Attorney General's Office. The request for reviews are 2017 PAC 47811, 2017 PAC 48851, and 2017 PAC 49016. This behavior equates to bad faith. On September 5th I submitted another FOIA request for Foundation business unit's record contained in PeopleSoft. I included reference to the contract terms in my request. I even called up and asked the FOIA office if they needed a copy of the contract. Tuesday I received NIU's response I had to follow up with the Foundation. Shortly thereafter I submitted another request for review with the PAC. NIU ignored all reference to the contract with Oracle and the last request for review the PAC expressly asked NIU to explain why they did not have physical custody or possession of the NIU Foundation business unit records contained in PeopleSoft. NIU didn't answer other than to say they didn't have physical custody or possession. How? How is that possible? Can NIU start to act in good faith on FOIA requests? There is significant cost associated with NIU's actions by these poor choices made by the FOIA office.

Acting General Counsel Greg Brady responded, first and foremost starting with the accusation of bad faith and I want to be very crystal clear that is no bad faith by the university in processing the FOIA requests or process the public access counselor appeals. I would like the audience to understand that this all stems from several FOIA requests that Mr. Van Buer had made in which he would like the university to reach into the PeopleSoft system and turn over information and records of the Foundation which is a separate legal entity and a separate 501c3. I told Mr. Van Buer that I would have his concerns about Oracle contract looked into when he emailed several times about it and that's what we've done. So far to date, we have found that the Oracle contract is between NIU and Oracle. Those are the parties to the contract. The contract allows NIU to provide access to the PeopleSoft system to its agents and contractors. NIU has a contract with the Foundation to provide professional services for the university. But the Foundation is still a separate legal entity and registered as a separate 501c3 apart from the university. The Oracle contract does say that PeopleSoft is to be used for the internal business operations of the university. We believe the professional services provided by the Foundation under its contract with the university meets this standard. But we are also reaching out to Oracle, our business partner, to make sure they are comfortable with this. They are the party to the contract. In essence Mr. Van Buer is arguing that merely because the Foundation information is stored in the PeopleSoft system then that means that it is possessed by the university and the university is, therefore, required to produce it under FOIA. That argument ignores two important, very important, things. First, a basic principle of property law. Possession is 9/10ths of the law. But 1/10th of the law is ownership and that's a major component. Without ownership you don't have full rights to turn over information. And therefore it would be inappropriate for the university to simply take information from the Foundation and produce it under FOIA requests without involving the Foundation. It would also be bad public policy and would discourage business with the State of Illinois and NIU if outside entities felt that their information and records were suddenly subject to FOIA if they merely gave it to NIU. We have contracts with several entities. We do business with several outside entities in which we use their information to do analysis on their work product and their information. That does not make their information subject to FOIA. As Mr. Van Buer pointed out he has appealed this to the Attorney General's office three separate times. There may be multiple more times. So we are before the Attorney General's office right now on this issue. So there will not be any further comment on this but I wanted the audience to understand the position of the university in this instance. Thank you.

Chair Coleman added, the university is spending a lot of time answering FOIA requests. We've had to hire a new employee to help deliver on those FOIA requests so we can be in compliance with the law. NIU will follow the law. We're going to do what we have to do. But at the same time I have to tell you we're

concerned about costs. We're concerned about building the university, focusing on the university's growth, the real issues, the real mission of the university and we're spending a lot of time chasing ghosts. Unfortunately, this is not a cartoon and, I know there are some folks that think that they're doing the right thing by doing hundreds of FOIA requests, but it's hurting our institution and it's taking time away from the real business of the institution and we've got to find a way to move on.

7. REPORTS OF BOARD COMMITTEES AND BOARD LIASIONS

a. Executive Committee

Chair Coleman indicated the Executive Committee has not met so there will be no report.

b. Academic Affairs, Student Affairs and Personnel Committee (AASAP)

Trustee Wasowicz reported, at the August 17, 2017 meeting of the Academic Affairs, Student Affairs and Personnel Committee approved one item from the Division of Athletics which was the authorization to retain executive search firms to support selected searches for the Division of Athletics. There were three informational items included a presentation on recruitment and retention activities at NIU, the 2016/17 faculty emeritus recognition, and finally we had two very great student athletes that shared their stories of student academic success.

Chair Coleman added, we would like to hear from others, including students, faculty and staff and the impact that they're having on the university.

Trustee Wasowicz agreed, we have a lot going on and a lot to be proud of.

c. Compliance, Audit, Risk Management and Legal Affairs Committee (CARL)

Trustee Boey reported, the Compliance, Audit, Risk Management and Legal Affairs Committee otherwise known as CARL meet on August 17, 2017. The committee reviewed several proposed changes to the Board bylaws and recommended those changes for adoption at the Board meeting today. These are today's agenda under the Chair Report Item 9.a. The committee also received and discussed an update on the corrective actions being taken to address 2016 audit findings, including an audit finding concerning compliance with FOIA and the State Records Retention Act. Finally, Acting General Counsel Greg Brady provided the committee with information concerning the Board's provisions for addressing conflicts of interest and related disclosures.

d. Finance, Facilities and Operations Committee (FFO)

Trustee Barsema reported, at the August 17, 2017 meeting of the Finance, Facilities and Operations Committee we approved a total of 6 action items including the fiscal year '19 budget request guidelines as well as the fiscal year '18 internal budget amendment. We also approved the fiscal year '19 capital budget requests, a new investment in cash management policy, and the bowl game participations expenses. A student internship partnership/lease or license proposal with Discover Financial Services was also approved with amended wording. This item was also included on the special meeting agenda for immediate approval. The Finance, Facilities and Operations Committee also had six information items which included annual reports on tuition and fee waivers, cash and investments, and the summary report of obligation of financial resources. A quarterly report of transactions in excess of \$100,000 was also included. John Heckmann presented a facilities update which included timelines on the Holmes Student Center and Neptune Projects as well as the Stevens project. Brett Coryell gave a presentation on the NIU telephone systems background and current status.

Chair Coleman thanks Trustee Barsema and Trustee Boey for filling in for the Chairs of their respective

committees noting that Trustees Struthers and Butler will be arriving later today due to other circumstances.

e. Legislative Affairs, Research and Innovation Committee (LARI)

Trustee Barsema reported, the Legislative Affairs, Research and Innovation Committee met on August 17th, 2017. We received written reports on the state budget and federal relations. On the state level, as we all know by now, on July 6, 2017 NIU received its first fully funded budget since FY15. In addition, we received retroactive funding for fiscal year '17. We should keep in mind though that despite this we still had to absorb a funding shortfall of roughly \$65 million between fiscal year '15 and fiscal year '17. Assistant Vice President Dara Little provided a fiscal year '17 year-end summary for Sponsored Programs. The university received 307 awards that totaled \$25.9 million with research funding up 11% over fiscal year '16. Last, Vice President Jerry Blazey presented a SWOT analysis of NIU research and innovation. It highlighted our faculty and students as our greatest strength and involving opportunities and we asked Dr. Blazey to continue with the analysis and development of a strategic plan which we will be in discussion in the coming months.

f. Illinois Board of Higher Education

President Freeman indicated the IBHE will meet next week so there is no report today.

g. Universities Civil Service Merit Board

Trustee Herrero indicated the last meeting was rescheduled for next week so there will be no report today.

h. Northern Illinois University Foundation

President Freeman reported on behalf of Vice President Squires and the NIU Foundation.

The Foundation held a board meeting recently on September 1st which I attended as an invited guest. The key Foundation activities that were discussed at that meeting and that are ongoing are a focused campaign for general scholarship support. This is a multi-year campaign with a goal likely in the \$50 million range. Fundraising is already underway and this will be the emphasis of most, if not all, fundraising for the next 18 months to 2 years. While the fundraising has started, the Foundation expects to launch a more public effort in the near future, hopefully before the holidays, and they're working with communications partners on campaign marketing materials. They have already raised \$421,000 including a single gift of \$300,000. University Advancement is continuing with targeted blitz events in areas of the country where there are strong and engaged pockets of donors and alumni. There was a successful event last year in Phoenix. There was a recent event in Chicago at the home of Chet and Teresa Young. I was invited to attend there and to meet some of our past Huskies who are very enthusiastic about the university; and there is an upcoming event in San Diego that will be hosted by Jeff Yordon at his home in Dana Point. The Foundation is also preparing for the Red and Black which will be held Saturday, November 18th at Drury Lane in Oak Park. Everyone is encouraged to come. The purpose of the evening will be to raise funds for scholarships in keeping with what I said the emphasis of the Foundation will be going forward for the foreseeable future. Trustees will receive information on how to purchase seats or tables for that event.

i. Northern Illinois University Alumni Association

President Freeman reported, football is in full swing. There is a pre-game event scheduled for our California based alumni in San Diego on 9/30. Homecoming will be held here October 7th, and there are game watch parties at 13 locations nationwide scheduled in conjunction with our November 2nd game against Toledo. Very excited that the Alumni Association has recently hired a Director of Volunteer Engagement, Liz McKee. She has hit the ground running and anticipates a full launch of comprehensive alumni volunteer program in January of 2018. Alumni Association is proud to report that there were more than 400 alumni at the

Black Alumni Council picnic at Dan Ryan Woods on Saturday, September 2nd for the Black Alumni Council's annual Labor Day picnic. University had a very strong presence. I was there along with our Chief Diversity Officer, our Executive Vice President and Provost, our spouses and then members of the Alumni Association. It was an inspiring event. The Greek letter organizations and the Black Alumni Council have been holding this event for more than 25 years. There are hundreds, sometimes thousands, of alumni present and the Huskie love, the desire to pay it forward for students at the university and the sense of warmth and fellowship was really inspiring. I was very pleased to be there and I look forward to attending it in the future. An important strategic initiative for the Alumni Association this year is the engagement of our local DeKalb County alumni. There are 69,000 of them. Building upon NIU schedules of performing arts, sports, exhibitions and lectures, the Alumni Association has created a Taste of NIU series, a menu, specifically to attract local alumni. Each event will be preceded by a reception encouraging alumni to engage with university leadership and with one another. The series will launch in February 2018 and I want to thank the Alumni Association for supporting the university's desire to improve town gown relationships and local regional partnerships.

Chair Coleman added. we appreciate the outreach effort that the Foundation as well as the Alumni Association are engage with the effort to get behind scholarships and scholarship fundraising. It's critical. The students that we're educating, many of them need assistance. We've got to find a way to lighten the load for some of them and getting behind the scholarship fundraising effort is something that we all need to try to find a way to help.

j. Northern Illinois Research Foundation

Vice President Blazey reported that at this time there is no report as the research foundation did not meet over the summer.

8. PRESIDENT'S REPORT NO. 117

Chair Coleman called for a motion to pass the consent agenda on the following agenda item: Agenda item 8.b.(1) fiscal year 2017 report of tuition and fee waivers; 8.b.(2) fiscal year 2017 annual report of cash and investment; 8.b.(3) quarterly summary report of transactions in excess of \$100,000; 8.b.(4) annual summary report obligations of financial resources; 8.b.(5) facility update; 8.b.(6) NIU telephone system update; 8.b.(7) recruitment and retention presentation; 8.b.(8) 2016/2017 faculty emeritus recognition; 8.b.(9) student athletic academic success; 8.b.(10) fiscal year 2016 external audit correction action plan update narrative; 8.b.(11) conflict of interest training; 8.b.(12) state budget update; 8.b.(13) federal regulation report; 8.b.(14) sponsored program administration; 8.b.(15) the SWOT analysis; 8.c.(2) grant and contract awards.

Acting General Counsel Brady clarified that all of the agenda items mentioned for the consent agenda are information items.

Trustee Boey so moved and Trustee Barsema seconded the motion. Motion carried.

UNIVERSITY RECOMMENDATIONS FORWARDED BY THE BOARD COMMITTEES

Agenda Item 8.a.(1) – Fiscal Year 2019 Budget Request Guidelines

Acting President Freeman made comments prior to presenting the agenda item. This is my first full board meeting as the Acting President and I want to say that it is, and it continues to be, an honor and a privilege to serve the university in this capacity. This has always been my favorite time of year. I love the weather. I love fall sports and I love the positive energy that accompanies the beginning of the academic year when our students and our faculty return to the campus. I've had a new perspective this year as the Acting

President as I've been able to attend so many alumni gatherings, arts, and athletic events; community events, move-in, welcome and family weekend and I just want to make the comment that that sense of family, the extended Huskie family that is caring and committed to one another is pervasive. It's one of the best aspects of NIU. It's always worthy of celebration and I think we heard it here this morning in Trustee Wasowicz's comments about the students at the committee and at the university advisory committee's comments about supporting undocumented students as members of our community. I also want to say something about our fall enrollment because we are in the week when all the universities in Illinois release their fall enrollment numbers and there is good news. There is a 3% increase in new freshmen after a number of years of decline. Our GPA, high school GPA, incoming 3.28 is at a decade high as is our overall retention rate and these were achieved as our undergraduate diversity continued to increase. In our official statement from the university I shared that we are excited to see the improvement in these areas despite the challenging times and that the positive results can and should be attributed to contributions from every corner of the university. I meant that. I want to echo it and I just want to expand upon it a little bit here. We're very proud of the changes that have been instituted in Enrollment Management, Marketing and Communications. Marketing and Communications are very important, but they are not effective if they can't be authentic. They can't be authentic if the narratives aren't real, if the programs don't have quality so I want to thank our faculty and staff for continuing to ensure the quality and excellence of our academic programs. I want to thank public safety and everyone on this campus for making sure that we have a safe campus for our students and for those of you who aren't aware of this, we were just recognized among the top 100 safest colleges in America in a ranking that's based on FBI and National Center for Education's statistics crime data. I want to thank our facilities and grounds staff for making the campus look attractive during a time of severe resource constraints. Their resourcefulness and their ability to make our walkways and our landscapes and our buildings look as good as possible within the limitations that we have is amazing, and it's greatly appreciated. We have a lot of challenges to face this year, but we have a tremendous amount of Huskie pride, energy and positivity and that's what I want to focus on this morning as we move into the action items. So thank everybody for what they do for the university, our alumni, our faculty, our staff, our students who tell the wonderful stories on social media and elsewhere to continue to recruit the next generation of Huskies and our trustees who give up their time and show their commitment to this university in so many different ways.

Trustee Barsema commented on the freshmen enrollment numbers at our competition here in the state. It is important for us to look at because we're up 3% or almost 35 on the freshmen numbers, while Western was down 21%, Southern was down 18% at the Carbondale campus, 9% at the Edwardsville campus Eastern was down 14%. And Illinois State was down 9%. So in comparison to others in the state, that's a very significant indicator for us that we're turning things around. We've stabilized the enrollment and we can now start to work on climbing even further as we go into the future. When we look at the benchmarks that we compare ourselves to in the state, we as an NIU community and NIU family really came through tremendously well this fall. Everybody in the room from faculty to staff to communications to enrollment management to facilities to police and all that are involved in making this campus it is what it is, thank you, thank you thank you, because you did an outstanding job. We got to keep it up. We got a lot of work to do. We got to keep up this momentum that we have now, but we've got the pendulum swinging our way. Awesome job. Thank you.

Acting President Freeman moved to the Agenda Item 8.a.(1) which is our fiscal year 2018 budget guidelines. Each year at this time the staff seeks the Board's approval of the budget request guidelines that will be used to develop the university budget request for the upcoming year. The university recommendation is to develop the FY19 budget request and request approval of the Board of Trustees for \$93,628,600 in order to ensure the timely preparation and submission of the university's FY19 detailed budget request to the IBHE.

Chair Coleman asked for a motion to approve. Trustee Boey so moved and Trustee Wasowicz seconded.

Motion approved.

Agenda Item 8.a.(2) - Fiscal Year 2019 IBHE Capital Budget Request

Acting President Freeman presented Agenda item 8.a.(2) fiscal year 2019 IBHE capital budget request. The Illinois Board of Higher Education, the IBHE capital budget request is submitted in the fall prior to the budget year in order to meet the IBHE and state capital project review and approval submission schedules. The university requests the Board of Trustee approval for the proposed fiscal year 2019 capital budget request submission. The request will then be submitted to the Illinois Board of Higher Education for consideration and inclusion in the state wide fiscal 2019 IBHE capital budget recommendation. Chair Coleman asked for a motion to approve. Trustee Wasowicz so moved and Trustee LaGioia seconded. Motion approved.

Agenda Item 8.a.(3) - Fiscal Year 2018 Internal Budget Amendment

Acting President Freeman continued with Agenda Item 8.a.(3) fiscal year 2018 internal budget amendment. Each year the university seeks the Board's approval of the internal budget for the current fiscal year. This year, during the FY18 budget development process, our approach in developing our recommendation has been to expand our engagement with the campus community and solicit input more broadly. This has enabled us to make more well informed critical and difficult decisions regarding our internal budget as we face some uncertainty. The university continues to work together and pursuant to the Board of Trustees bylaws, the university requests Board of Trustees approval of the FY18 internal budget as outlined in tables 1 and 2.

Chair Coleman asked for a motion to approve the internal budget? Trustee Boey so moved and Trustee Herrero seconded the motion.

Trustee Barsema commented, being a part of this committee I've been able to witness first-hand how much work has gone into the creation of the budget this year and the reporting that we're doing is getting much, much better than where we've been before in the past. I want to remind everybody that while the bottom line numbers likely are going to be relatively the same, however there is going to be internal movement in the columns and there's always going to be movement in any budget. Those are being managed and watched very closely and while we have a tremendous amount of confidence in the bottom line numbers, there will be movement within the budget. So you just need to expect and anticipate that and even like within our own households at home, there's always movement within expected budgets on what we thought we were going to spend this year and where we actually spend the money. I wanted to make sure that everybody was aware of that.

Chair Coleman called for a vote on the motion and the motion was approved.

Agenda Item 8.a.(4) – Investment and Cash Management Policy

President Freeman presented Agenda Item 8.a.(4), investment and cash management policy. The current investment and cash management policy was approved by the Board of Trustees on September 17, 2015. The university investment committee has since pursued investment strategies in accordance with this policy. Herein the university requests Board of Trustees approval for a revised investment and cash management policy as indicated in the item.

Chair Coleman asked for a motion for approving the investment and cash management policy? Trustee Herrero so moved and Trustee Boey seconded. The motion was approved.

Agenda Item 8.a.(5) – Bowl Game Participation Expenses

President Freeman continued, Agenda item 8.a.(5) bowl game participation expenses. The university here requests that the Board of Trustees delegate to the president or her designee approval for all necessary and proper expenses related to NIUs participation in a post-season bowl game competition. Specifically, Board of Trustees approval is requested for expenditure authority for a post-season bowl game competition delegation of approval authority to the president or designee to undertake all transactions necessary in relation to the bowl reporting all bowl related expenses at a subsequent meeting of the Board.

Chair Coleman called for motion. Trustee Barsema so moved and Trustee Wasowicz seconded. The motion was approved.

Agenda Item 8.a.(6) – Authorization to Retain Executive Search Firms to Support Selected Searches for the Division of Athletics

President Freeman continued, Agenda Item 8.a.(6) is authorization to retain executive search firms to support selected searches for the division of athletics. It is recommended that the president be authorized to select executive search firms to support selected searches for head coaches in the Division of Athletics as needed. It is further recommended that the president report plans to retain such search firms to the Board as soon as practicable and periodically report back to the Board regarding the selection and status of such searches. The Academic Affairs, Student Affairs and Personnel Committee endorse this request and asked the president to forward it to the Board of Trustees as we are doing right now.

Chair Coleman asked for a motion for authorization to retain an executive search firm. Trustee Wasowicz so moved and Trustee Herrero seconded the motion.

Trustee Barsema asked if we lose a head coach and there's an internal person that the Athletic Director wants to promote to head coach, are we required to still do a search, or do they have the ability to promote an internal person without a search?

President Freeman responded, Human Resources Division has standard practices for a waiver of search and if Athletics, same as any division, wanted to request a waiver of search using appropriate justification, they would go through Human Resources.

Acting General Counsel Brady added, coming out of committee this item was amended in committee to be applicable to a one-year time frame. Now I wanted that to be reflected here and get clarification from the Board. For today's approval is it limited to one year as coming out of committee or is this a standing approval from the Board

Chair Coleman noted, based on my opinion, I think the initial intent was to have it multiple years. However, the committee approved it as a one-year committee approval. Today I'd like us to move forward with the one-year approval. Although, if any of the trustees would like to engage in an amendment to the motion that's on the table and make it a multiple year you have the right to do that. But unless I get a motion, we'll go forward with the one-year approval.

Trustee Wasowicz felt it should be for multiple years. Chair Coleman asked for clarification from Athletics as to the original intent and time frame they would like to see approved.

Senior Associate Athletic Director Deb Boughton responded, the time frame of hiring in all units is intense. I think our unit is a little bit different especially for these high level coaching positions, the speed of which has to happen is very, very quick. We're not different, we're not better, we're just different, so to come

back every year and ask for another permission to do this will probably be what we do. My initial response to the one year or up to the fiscal year to Dr. Streb was to say well we'll just put another request on. So we'll be requesting every year if that's the choice of the Board.

Chair Coleman asked have you ever had a multi-year request approved by the Board?

Sr. Assoc. Director Boughton responded, we have not. This is to expedite speed of the game to be able to be as nimble as possible especially within these high level searches.

Chair Coleman asked if it would be appropriate to put a three-year cap on this request.

Deb Boughton felt that would be appropriate and would not use unless the situation presented itself.

Chair Coleman ask if there were concerns regarding amending the motion to include a three-year cap.

Trustee Wasowicz moved to amend the motion to be in effect for a three-year period from through 2020. Trustee Boey seconded the motion. The amendment to the motion passed.

Chair Coleman continued with the original motion and called for a vote. The motion to approve passed with the amendment to authorization to Retain Executive Search Firms to Support Selected Searches for the Division of Athletics for a period of three years through 2020.

UNIVERSITY REPORTS FORWARDED BY THE BOARD COMMITTEES

Agenda Item 8.b.(1) - Fiscal Year 2017 Report of Tuition and Fee Waivers - Consent

Agenda Item 8.b.(2) - Fiscal Year 2017 Annual Report of Cash and Investments – Consent

Agenda Item 8.b.(3) - Quarterly Summary Report of Transactions in Excess of \$100,000 – Consent

Agenda Item 8.b.(4) –Annual Summary Report Obligation of Financial Resources- Consent

Agenda Item 8.b.(5) - Facilities Update– Consent

Agenda Item 8.b.(6) – NIU Telephone System Update - Consent

Agenda Item 8.b.(7) – Recruitment and Retention Presentation – Consent

Agenda Item 8.b.(8) – 2016- 2017 Faculty Emeritus Recognition - Consent

Agenda Item 8.b.(9) - Student Athletic Academic Success - Consent

Agenda Item 8.b.(10) – FY2016 External Audit Corrective Action Plans Update Narrative

Agenda Item 8.b.(11) – Conflict of Interest Training

Agenda Item 8.b.(12) – State Budget Update

Agenda Item 8.b.(13) - Federal Relations Report - Consent

Agenda Item 8.b.(14) – Sponsored Programs Administration - Consent

Agenda Item 8.b.(15) – SWOT Analysis – Consent

Items Directly from the President

Agenda Item 8.c.(1) – Chicago-Based Office Leases for the Education System Center and College of Business MBA Program

President Freeman continued, the final action item in the president's report is agenda item 8.c.(1) Chicago-based office leases for Education and System Center and College of Business master's programs, MBA programs. To summarize this request, two leases commenced on August 16, 2015 consolidating NIU's presence in Chicago for the Education System Center which is part of the Division of Outreach Engagement and Regional Development; and the College of Business Master's programs. Originally this item was anticipated to be below \$250,000 each for the two 4.5 year leases, however, it was recently discovered that utility payment provisions in the leases could cause the total payments to the leaser to accumulate to over \$250,000 for each lease. As indicated in the item, the education systems lease could amount to a total of about \$260,000 for FY17 to 21, approximately \$58,000 annually and the College of Business lease could amount to a total cost of about \$265,000 for FY17 to 21 \$59,000 annually. In this context, the university requests Board of Trustees approval to continue the leases supporting educational systems in the College of Business programs in downtown Chicago at the respective authorization levels of \$260,000 and \$265,000.

Chair Coleman asked for a motion. Trustee Boey so moved and Trustee Herrero seconded the motion.

Trustee Wasowicz asked what the return is on having a Chicago office?

President Freeman responded, we generate good will across the state and they underpin some of the P20 partnerships that we've seen give the university a leg up in certain types of grant competitions. With respect to the College of Business programs, we hear from alumni that having centrally based, alumni and perspective students many of whom actually are alumni, that having central Chicago space that's accessible to public transportation is a positive. In addition, the Chicago location for the new master's, the Financial Risk Management Master's for example, has an opportunity to really draw international students in a way that a non-Chicago based master's program would not. So I believe that we've had good early response to the Chicago based programs. I know there are plans within the College of Business to grow enrollment in those programs aggressively and I'm very supportive of continuing the lease and continuing those programs.

Trustee Barsema added, one of the schools that was also up in terms of enrollment, freshman enrollment, was the University of Illinois-Chicago, and they were up pretty substantially and they were citing one of those reasons is the desire for students to have an urban setting and to be in school in Chicago. So I think it's very important for us to have a presence there. We graduated 17 MBA candidates so it seems like a good number for the first year. I think it's important for us to have a presence there for all the reasons stated.

Chair Coleman called for a vote on the motion and the motion was approved.

Agenda Item 8.c.(2) - Grants and Contract Awards - Consent

9. CHAIR'S REPORT NO. 82

Agenda Item 9.a. –Proposed Bylaw Changes for Standing Committees

Chair Coleman began with the Chair's Report. The first is the second reading put forth and approved the

Compliance, Audit, Risk Management and Legal Affairs Committee reviewing the bylaw changes from August 17th. The proposal is to amend the bylaws into the committee structure. Today is the second and final reading of those changes. May I have a motion to approve the proposed bylaw amendments? Trustee Barsema so moved and Trustee Herrero seconded the motion.

Chair Coleman continued, for the record, I just want to point out, before this fiscal year we had seven committees, two ad hoc committees and five standing committees. We decided to consolidate the committee structure to move some things around. We've also revamped the Executive Committee. The Executive Committee will meet four times a year and will oversee initiatives such as the strategy, vision, goals, priorities of the university including the presidential review. We've expanded the functions of the Academic Affairs, Student Affairs and Personnel Committee. We're rolling enrollment back into that committee and manage that under one committee structure versus having an ad hoc committee on it. We created a new committee called Research and Innovation Legal and Legislative Affairs. We've taken those components and brought them together and we're going to manage research, innovation and legal and legislative affairs under the new committee. And then we've added the audit function, audit and compliance function, to Finance, Facilities and Operations. We believe that this new structure will allow each committee to continue to focus and zero in and connect the dots as it relates to integrated items. It will also take some of the administrative overhead that we have in running our additional committees with this new structure. Now furthermore it puts us in a position, if necessary, for us to create an ad hoc committee or committees if necessary to help carry out the business of the university. We're excited about the changes. We think it's going to help streamline our capabilities but it'll also helps us if necessary to activate another ad hoc committee as we continue to move forward.

Acting General Counsel Brady added, for clarification, the bylaws for the Board require amendments to be approved by six affirmative votes. As such I would recommend a roll call vote for this item.

A roll call vote was taken:

Trustee Robert Boey: Yes	Trustee John Butler: Absent
Trustee Veronica Herrero: Yes	Trustee Giuseppe LaGioia: Yes
Trustee Tim Struthers: Absent	Trustee Eric Wasowicz: Yes
Vice Chair Dennis Barsema: Yes	Board Chair Wheeler Coleman: Yes

Motion Approved.

Agenda Item 9.b. – Resolution – Solidary Support from the BOT of NIU Regarding the Deferred Action for Childhood Arrivals (DACA) Program

Chair Coleman continued, at this point I'd like to address agenda item 9.b. and it is the resolution for solidary support. Today I'm really excited about the resolution that the Board is about to propose. I'd like to read the resolution so please bear with as I read the resolution.

RESOLUTION

SOLIDARY SUPPORT FROM THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY REGARDING THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS (DACA) PROGRAM

WHEREAS, the Deferred Action for Childhood Arrivals (DACA) program was established in 2012 and allowed those who immigrated to the United States as children younger than the age of 16 prior to 2007, to remain in the country and obtain work permits on a renewable basis if they met a series of criteria;

WHEREAS, on Tuesday, September 5, 2017, President Trump initiated an executive order to end DACA, affecting the lives of more than 800,000 immigrants; and

WHEREAS, the State of Illinois has joined at least 15 other states in challenging the recent federal legislation that serves to overturn the protection measures of the DACA program; and

WHEREAS, Northern Illinois University (NIU) Acting President Lisa Freeman has issued a clear and swift response of commitment of continued support to all NIU students and their educational pursuits, as well as employees, regardless of their immigration status; and

WHEREAS, NIU proactively fosters an inclusive culture for all – including more than 200 undocumented students, who are seeking a path to citizenship as well as economic and societal stability; and

WHEREAS, NIU is taking a transparent position of solidarity in standing with our undocumented students and employees, in vowing to continue to offer resources and forums to address the inevitable repercussions of the White House actions to rescind DACA,

THEREFORE, BE IT RESOLVED that the Board of Trustees of Northern Illinois University supports legislative actions to create a pathway for citizenship for DACA participants; and we strongly encourage all local, state and national citizens to support our position of solidarity;

BE IT FURTHER RESOLVED that this RESOLUTION be sent to Illinois lawmakers and a copy of this document be placed in the official files of the Board of Trustees as part of the permanent record of the University and the great State of Illinois and as a lasting testament of the voice of this body, which believes in due process rights for all and the tenets of the United States Constitution.

Adopted in a regular meeting assembled this **14th** day of **September, 2017**.

BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY

Wheeler G. Coleman
Chair

John R. Butler
Secretary



Chair Coleman asked for a motion to approve the resolution. Trustee Boey so moved and Trustee Wasowicz seconded. The motion was approved.

Agenda Item 9.c. – DREAM Action NIU

Chair Coleman began, I'd like to extend a warm welcome to the DREAM Action NIU students Yeon Woo Kim and Laura Vivaldo Cholula and invite you to the microphone please to provide your comments.

Yeon Woo Kim began; my name is Yeon Woo Kim. I'm a student here. I study Accounting with a minor in Business Analytics. We want to thank Chairman Coleman for extending his invitation over to this Board of Trustees meeting and we also want to express our deep gratitude to Acting President Freeman for penning out that letter after the rescindment that happened for DACA on September 5th. A little bit about our organization. DREAM Action NIU is a student led organization that was created by three allies whose aim is to increase awareness about the situations undocumented students face in the US and particularly on our campus. Our members share the belief that higher education is a fundamental human right for all regardless of immigration status. As an organization we understand the multiple obstacles undocumented students face and therefore we strive to develop strategies to ensure that these students are and can be able to obtain like higher achievement for education and academic success. We also aim to provide accurate information to the institution university so that it is better equipped to serve this population. We would just like to emphasize that DACA that program has been rescinded on September 5th. So even though we may not have DACA anymore, we do have our stories. Our stories have the potential to humanize immigration and begin conversation about the factors that push people to immigrate to the United States. We continue to organize and share our stories one at a time where undocumented immigrants have been increasingly criminalized and dehumanized by the current executive administration. So I would like to share my personal story at this time about how I came here and how I got to this DACA status and not anymore actually. I came here in 2002, January 7th and I was six years old at the time. We came on a traveler's visa so the first thing we did was go to Disney World right away like most people do. My story is similar to some of the Korean-American community members that have also lost their visa. Because in 2005 something bad happened, my mom doesn't share the nitty-gritty details of it, but what essentially happened was that application was filed wrong and then just the work sponsorship for my dad was lost because the lawyer had like a faulty application. That's why our visa fell through and I just fell out of status. And what happened is that I did not know about my status. I didn't know that I was undocumented and it didn't really affect me much just because I went to a public school and it was funded well so I did not have any troubles like that. But the troubles came when I reached senior year of high school and that's the point where you know you have to fill out your FAFSA forms by January, now it's October, but by January and then I was trying to look for schools. And then I was applying and then for the FAFSA.gov application you first have to enter your social security information. If you have done so, you probably know, but I looked at that space and I asked my mom "oh what is our social security number?" and she said "oh you don't have it". And I looked around because I thought she wrong because you know she wasn't good at English and I thought she might be wrong. So I saw a TIN number and I'm like is this is this is also like the same amount of digits and she's like actually no, we don't have status. So you have to go to college on your own if you want to go. She did not push me to go. She said it's a privilege; it's not a right, so you have to pay out of your own pocket. It really hit me because I applied to Hofstra University a private liberal arts college over in the east coast. I got the President's Scholars award which was \$20,000, it was half of it, but it wasn't enough to sustain my education because I had to pay for like \$24,000 more. I just wanted to emphasize that I did not accrue unlawful status because you only accrue it when you turn 18 and I received DACA when I was 17 years old. So that's a little bit about me. Thank you for your time.

Laura Vivaldo Cholula began; I am a senior here at NIU majoring in Political Science with a minor in Latin American Studies. I'll take a few minutes to share my story. I actually came to the United States when I was three months old. My mom and I came over here because my father could not find work in Mexico. I'm from Mexico. My father came here and both my parents do not have further education attainment other than elementary school and the troubles began I think with my situation when I didn't even know and I was in second grade and my parents tried to enroll me in a public school out in Wheaton and they asked

for my US birth certificate. But thankfully due to Plyler v. Doe the Supreme Court case that started before I was even born, that protected me and allowed me to enroll in the public school. Also when you're an immigrant you obviously don't speak the language so at that same school they thought that my inability to learn was tied to some kind of mental illness or some kind of learning disability, so I was psychologically evaluated and they just determined that I had the ability to think, I had the ability to learn, I just didn't know the language. So I went to schools that in some ways my status and my immigration status impacted the way that schools treated me. I graduated from high school in 2009. I graduated from Elgin High School and that's really when the troubles began with my status. I graduated before DACA existed so I went to school for a good period of time without DACA. So that meant no protection. I didn't drive for a very long time and there was no financial assistance available for me except for a few private scholarships that I was able to get. Now I have DACA, I'm protected, I've taken full advantage of the program. I have been able to drive. I have actually gotten the opportunity to go back to Mexico with Advanced Pearl which is something you can do when you have DACA and I'm soon to graduate, but losing DACA at this time just seems like very difficult because it's coming at a time when I'm supposed to graduate and I'm supposed to be thinking about what I'm supposed to do next. It's been very difficult on me personally. It's been affecting my emotional and mental well-being. I've gotten headaches which I think are due to stress and they've started to become chronic, so this is impacting me and it's impacting the students around me. I hear their stories. They tell me they're worried about you know what they're going to do after school. They're worried about their families, so we're in a very catastrophic position right now. It's wonderful that we have this support. So I think at the institution they are a couple of things that we can do. We need a director of undocumented students. We've been asking for that since last spring. We need a person at NIU that's designated and is in charge of addressing the needs of undocumented students. The position should be filled as soon as possible just because of the increasing hostile political environment. This would be a great benefit for the institution. We currently have about 200 undocumented students, maybe a little bit more, and we need someone who is designated to address the needs of undocumented students. This would also benefit the institution because it would help with enrollment. It would help with the retention of these students and we need more financial aid, more financial assistance for these students. Currently only about 19 students are actually funded by private funding, but we need to continue to support all our students through either full scholarships or partial. Our private fundraising entity that NIU Foundation seems to support the fundraising efforts for undocumented students who do not receive state or federal financial aid, it is crucial to recognize the undocumented students, fund their education primarily through private scholarship, or through the support of their parents. The NIU Foundation needs to fundraise for all students regardless of immigration status and if they're actively fundraising for undocumented students we want to ensure that they know the stories of the undocumented students that they are fundraising for and who currently attend this institution. We must support our fellow Huskies whether they're documented or not and encourage the creation of a more inclusive campus regardless of immigration status. The statement of support, the resolutions, are important right now to publically declare the institutions stance or position on this issue, but however in the coming months and the coming years, we're going to need more than just statements of support. We're going to need tangible resources that undocumented students can access in order to succeed at NIU. Thank you.

Trustee Herrero commented, first thank you so much to the both of you and for all the students who did come because it's not easy. It's not easy to go up to the mike and share your story in this environment and the reason you're doing it is not for yourself it's for the entire community and that's just something to really be applauded and I thank you. For me this is a very personal issue too. My story is not very different from yours. You know I'm also the daughter of immigrants and also very little education coming in. Spanish is my first language and so I had similar challenges except that I had the privilege of being documented. I did and I do and I'm very well aware of that privilege and I guess I would just say to everyone in this room and all of our allies just to be very cognizant of our privilege and to be sensitive to the needs of our students, all students, right, all students, but today it's a very difficult time for a lot of students, undocumented students especially. I am so proud of being part of a community that is so supportive of all

students starting with Acting President Freeman and this Board and the faculty and the staff. I just had a meeting this morning to talk about what we could do together and what the administration and the university can do to further support our students and you know everyone is rallying together for this and you know it's very hard for everybody and I'm sure it's just been very hard, hard, hard the last couple of weeks and it's hard to stay focused when all this is happening and when you know our students are feeling so much anxiety and it's not fair. It's not fair and it's not much – you feel helpless, you feel powerless, but remember we're still not defeated and I would just encourage all of our students here to be hopeful, which is so easy to say, I know that and I feel almost very naïve in saying that, but you have to have hope and everyone in this room allies or fellow undocumented are here to support you all and we will do everything that we can to make sure you all are feeling supported and we'll just do what we can. But thank you so much for sharing your stories. Thank you to everyone here for being so supportive and know that you're always in my thoughts and I'm sure everyone else's and we're all just rooting for you all.

Trustee Barsema commented, thank you for speaking today. Take a look around this room. This room is full today. Trust me they aren't here to hear us. They were here to hear you and they're here to support you as we are. I echo the words of my colleague and the one thing that I can promise you is because of my history with them but you know I will continue to push the Foundation to pay attention to fundraising for undocumented students and to always keep that a priority for us at the forefront of our thinking. And my wife and I will lead the way on that I promise you. Thank you being here. Thank you for making it easier for the undocumented students who come behind you because you are changing things. Just by your presence here you are changing things by your activism here on our campus and so for those that come behind you, you know you are helping to make their path a little bit easier we hope and we pray for it and we will work very hard for.

Trustee Wasowicz commented, you're an integral part of what we're doing here and you know just personally for me and my community, I come from a community where there's a lot of undocumented people, and it's hard to image even being that. You know I'm second generation here, but none of us would be here if we weren't immigrants at one point in time. So I think everybody sees that and I live every day and my wife is very involved with this and I know she comes home with the stories to how it is to be a woman that's in a battered situation with domestic violence and you're undocumented. I mean you really have – you're really in a bad way if that happens. We're here. We're doing as much as we can for you and we'll continue to do that. Keep up the fight. We will too.

Trustee LaGioia added, thank you again so much for coming and speaking for us. I think having you guys out there advocating for everything makes it very real. This is something that I am not too familiar with. I'm documented myself. I come from a family of immigrants as well, but it just makes it all more real. Being a part of this university clearly we're all in support for our undocumented students and any students that we have. Thank you again.

Trustee Boey commented, I'm Chinese. I'm no stranger to most people here in this office. I share your pain. I know what you're going through. I'm fortunate. I don't have those issues to deal with and of course my own children don't have those issues to deal with, but I know what you're going through. All I can tell you is that we will certainly try hard to see how we can be helpful and best wishes.

Trustee Coleman added, in closing, Yeon and Laura I want to thank you for coming here today and sharing your story with us, your very, very personal story. We want you to know that you're part of a much larger community that supports you and want you to succeed which is part of our mission is to help, whether you're documented or undocumented, succeed. We personally believe that if we can unite together and we can support one another we can make this world a better place. We want you to focus on your school. We still want you to be an active student, participate in the political process. The students that are active and political are students that will change the world. We want you to go out there and change the world.

Thank you again for coming today and being with us. We appreciate you.

10. OTHER MATTERS

No other matters were discussed.

11. NEXT MEETING DATE

Board of Trustees Committee meetings will be held November 16, 2017, beginning at 9 a.m. The next full Board of Trustee Meeting is scheduled for December 7, 2017.

12. CLOSED SESSION

Chair Coleman asked for a motion to close the public meeting to conduct an executive session to discuss the following subjects authorized by the Illinois Open Meetings Act, as amended: personnel matters as generally described under section 2.c.1, 2, 3 and 21 of the Open Meetings Act; and closed session minute matters as generally described under the section 2.c.21 of the Open Meetings Act. Trustee Barsema so moved, seconded by Trustee Boey. A roll call vote of the Trustees to recess to Closed Session was as follows:

Trustee Robert Boey: Yes	Trustee John Butler: Absent
Trustee Veronica Herrero: Yes	Trustee Giuseppe LaGioia: Yes
Trustee Tim Struthers: Absent	Trustee Eric Wasowicz: Yes
Vice Chair Dennis Barsema: Yes	Board Chair Wheeler Coleman: Yes

The meeting is now closed and will re-open at the conclusion of the closed session. The Board adjourned for closed session at 10:40 a.m.

Reconvene Meeting:

The Board of Trustees of Northern Illinois University reconvened on September 14, 2017, at 3:16 p.m. Chair Coleman announced they were reconvening after the closed session and asked for a roll call.

Members present were Trustees Dennis Barsema, John Butler, Giuseppe LaGioia, Tim Struthers, Eric Wasowicz, and Board Chair Wheeler Coleman. Members Trustees Robert Boey and Veronica Herrero were absent.

13. ADJOURNMENT

Chair Coleman asked for a motion to adjourn. Trustee Barsema so moved and Trustee Struthers seconded. The motion was approved. Meeting adjourned at 3:18 p.m.

Respectfully submitted,

Kathleen Carey
Recording Secretary

In compliance with Illinois Open Meetings Act 5 ILCS 120/1, et seq, a verbatim record of all Northern Illinois University Board of Trustees meetings is maintained by the Board Recording Secretary and is available for review upon request. The minutes contained herein represent a true and accurate summary of the Board proceedings.

REPORTS OF BOARD COMMITTEES AND BOARD LIAISONS

a. Executive Committee

The Executive Committee of the Board of Trustees met on November 16, 2017. The committee discussed and approved the Presidential Goal Metrics in connection with the NIU Presidential Goals for Fiscal Year 2018. The committee also discussed and approved the charge for the Presidential Search Planning Committee. The committee will meet periodically from January 2018 – May 2018 and report back in preparation for the upcoming presidential search.

b. Academic Affairs, Student Affairs and Personnel Committee (AASAP)

The Academic Affairs, Student Affairs and Personnel Committee met on November 16, 2017. The committee discussed and approved five items including: the appointment of the Vice President for Administration and Finance and Chief Financial Officer; the United Faculty Alliance MOU; the deletion of the Center for Biochemical and Biophysical Studies; the deletion of the Institute for Nanoscience, Engineering and Technology; and the American Federation of State, County, and Municipal Employees MOU. Additionally, the committee received three informational items: the Professional Excellence Awards for Faculty and Staff; a presentation on recruitment and retention; and the report on the Oversight of Academic Programs.

c. Finance, Audit, Compliance, Facilities, and Operations Committee (FACFO)

The Finance, Audit, Compliance, Facilities and Operations Committee met on November 16, 2017. The committee approved a total of 9 action items including the 3 items for Intercollegiate Athletics – the IHSA State Football Championship Ticket Agreement, the Athletic Apparel Sponsorship Package, and the Athletic Apparel Amendment. They also approved the Division of Research and Innovation Partnerships Multi-Disciplinary Scientific Instrumentation for SPARQ, the DoIT Trunking Services Contract Renewal, and the NIU Outreach Professional Services Subcontract Amendment. There were two Holmes Student Center items that were approved – the Phase I Renovation and the Renovation Retail Franchise Venues as well as the Naperville Out-Lease for American Institutes for Research. The Fiscal Year 2019 Pricing Recommendation, after much discussion, was tabled to be presented at a special meeting of the Finance, Audit, Compliance, Facilities and Operations Committee to be held Thursday, December 7, 2017.

The Finance, Facilities and Operations Committee also had 7 information items, which included annual reports on Capital Activities and Transactions Involving Real Property. Other information items included the Periodic Report on Investments, Quarterly Financial Summary Reports for FY17 Year End and the first quarter of FY18, the Quarterly Summary Report of Transactions in Excess of \$100,000, as well as the FY17 Internal Audit Update accompanied by a brief presentation.

d. Research and Innovation, Legal and Legislative Affairs Committee (RILLA)

The Research and Innovation, Legal and Legislative Affairs Committee heard an update on state affairs by Board Liaison and Chief of Staff to the President Matthew Streb. The Committee received written reports by Director Anna Quider on Federal Relations and by Assistant Vice President Dara Little on Sponsored Programs. Professor Aaron Fogleman discussed the creative process behind and the impact of his book *Two Troubled Souls: An Eighteenth-Century Couple's Spiritual Journey in the Atlantic World*. Vice President Blazey presented a broad vision and strategy to support

university scholarship. The board gave voice approval for the vision “preparing northern Illinois and the Nation for a century of change” as well as the four strategic areas of activity underpinning the strategy: responding to a changing climate, preparing for changing demographics, leading the evolution of technology, and interpreting our changing world.

e. Illinois Board of Higher Education

The State of Illinois Board of Higher Education (IBHE) met on September 19, 2017 at Western Illinois University. Prior to the meeting of the Board, the Presidents and Chancellors of IL Public Universities met as a group, alone and then with their legislative liaisons and the IBHE Staff.

The Board and the Presidents and Chancellors were shown new decision-making tools that are being developed with support from a Workforce Innovation Grant Fund Joint award to the IL Dept of Commerce and Economic Opportunity (DCEO) and IL Dept of Employment Security (IDES). The tools have portals designed to serve 1) university administrators and 2) prospective students/parents. Therein, career outcomes measures are integrated with variables of interest including program of study, progress to graduation, affordability, and diversity. The IBHE hopes to have data representing all IBHE institutions displayed and available to the public by Spring 2018. Regional meetings will be scheduled to increase institutional awareness of these tools.

Actions taken at the Board meeting included consideration and approval of new units of instruction, public service and research at public universities, as well as consideration and approval of FY18 general grants allocations, and diversifying higher education faculty in IL (DFI) program grant allocations.

There were no instruction, service or research units proposed by NIU on the agenda.

The University Center of Lake County (UCLC) was approved for FY18 funding of \$1,055,700. In comparison, in FY17 UCLC received a special allocation of \$532,000 from IBHE along with a direct appropriation equal to \$1,173,000 (the amount received in FY2015). UCLC received no funding in FY16. As a long standing member of the UCLC, NIU welcomes the appropriation of sufficient funds to sustain the enterprise.

The DFI program provides financial assistance to underrepresented students pursuing graduate and professional degrees at IL public and private institutions. NIU was approved for a total of 10 DFI awards (4 new and 6 continuing), ranking NIU 4th among IL institutions after UIC (32 awards), UIUC (26 awards) and U of C (11 awards).

The IBHE also approved their 2018 meeting calendar.

f. Universities Civil Service Merit Board

The University Civil Service Merit Board discussed changes to the Exemption Procedures Manual in response to the OEIG investigation at the last meeting, but has not been resolved. The goal is to agree on language that will clarify the guidelines to determine exemptions. It has been a difficult process because of all the new board members, who are not yet up to speed on the investigation or the implications of the rule changes. New changes were made after several discussions and input from university HR directors and the HR advisory council. At the next board meeting, the board members will review and approve changes so that Jeff Brownfield can move forward with completion of the final draft.

The merit board also discussed furloughs. There is currently no permanent furlough rule for civil service employees, but there is a temporary rule in place, which expired on September 30th. The board approved the proposed furlough rule for the first notice period, which was submitted through the Joint Committee on Administrative Rules process. Second notice decisions will be made once staff has had the opportunity to discuss with the various stakeholder groups. The next meeting is scheduled for December 5, 2017.

g. Northern Illinois University Foundation

Following are updates for the NIU Foundation:

University Advancement continued work on philanthropy including: Giving Tuesday and the Campaign for Scholarships with a proposed initial goal of \$50 million and proposed timeline - began on April 1, 2017 and expect to be a 3-year initiative (minimum) and rolling in to a more comprehensive campaign.

NIU Foundation hosted the Red and Black which set record attendance and fundraising, including a \$1 million Burns gift announced for Angel Touch Program. A newly created Marketing and Communications Committee has been formed. Investment returns for FY17: currently better than Harvard which earned 8.1% compared to NIU at 14.1%. The Impact of Angel Touch Program since inception (fall 2015) has hosted 153 students identified based upon criteria of the program. Of those 153 - 100 students accepted the Angel Touch opportunity and returned to school; 21 of them (21%) are now NIU graduates; 64 of them (64%) continue to enroll and are currently demonstrating persistence toward graduation; 15 of them (15%) did not re-enroll for future semesters or graduate; we have seen an overall 85% success rate! We are looking at expanding the program, using Burns gift as catalyst for programmatic fundraising.

h. Northern Illinois University Alumni Association

Following are the updates for the NIU Alumni Association:

Letters from Alumni Program: 2016 sent 1,700 letters (2.4% higher yield rate vs. students who didn't receive letters; 43 additional freshmen enrolled); 2017 goal of 5,000 letters.

Alumni/Student Externship Program: Collaboration between NIUAA and Honors Program; Placing 10 students this year.

Alumni Bowl Participation: We will offer ticket and pre-game party packages for alumni who want to attend the bowl game. A room block for alumni will be secured as well.

Alumni Travel: The alumni travel program continues to be a gem in the crown of the NIUAA. This unique program produces domestic and international trips that are attended by only NIU alumni, family, and friends. The travel schedule for 2018 has been released and includes Iceland, Paris, and an Eastern European River Cruise.

i. Northern Illinois Research Foundation

The Audit Committee and Board of Directors of the Northern Illinois Research Foundation held their quarterly meeting September 18, 2017. The Audit Committee reviewed the progress of the FY17 audit, discussed the FY17 income statement and balance sheet, and reviewed the FY18 financial report. The Board elected incoming FY18 directors, appointed the FY18 executive committee, and elected FY18 officers. The Audit Committee and the NIU Office of Innovation both gave the Board quarterly reports. After considering several possible investment proposals, the Board approved engagement of the College of Business Experiential Learning Center to explore business models for commercialization of advanced laser manufacturing techniques developed in the College of Engineering and Engineering Technology. The meeting concluded with resolutions thanking outgoing board members.

PRESIDENTIAL TRANSITION AGREEMENT

Summary: The Board of Trustees and Dr. Baker mutually desire to enter into a Presidential Transition Agreement ("Agreement") to reflect Dr. Baker's separation from the University and the amicable resolution of any and all matters concerning Dr. Baker's relationship with the University. The Board of Trustees has received, reviewed, and considered the annual performance review of Dr. Baker when contemplating the Presidential Transition Agreement. The following is the nature of the Agreement being considered by the Board of Trustees and other information about the Agreement that is intended to inform the public of the business being conducted by the Board:

- A. In exchange for appropriate consideration provided by the Board, and as described below, Dr. Baker agrees to separate from the University and relinquish his position as President of Northern Illinois University, effective June 30, 2017.
- B. Upon Dr. Baker's resignation, the Board of Trustees agrees to pay Dr. Baker one (1) year of Dr. Baker's base salary in the amount of \$450,000.00 and applicable benefits, less applicable deductions or withholdings as required by law and regulation.
- C. In addition, Dr. Baker agrees to surrender any right or ability to assume active faculty duties in the College of Business. Under Dr. Baker's Employment Agreement, effective July 1, 2013, Dr. Baker could elect to assume active faculty duties at a rate of \$225,000.00 per year, upon the conclusion of his service as President. In consideration of Dr. Baker's agreement to surrender any active faculty duty rights, the Board of Trustees agrees to pay Dr. Baker a one-time lump sum payment of \$137,500.00, less applicable deductions or withholdings as required by law and regulation.
- D. Pursuant to Article IX of the Board of Trustees Bylaws, the Board of Trustees agrees to pay Dr. Baker an amount up to but not exceeding \$30,000.00 for Dr. Baker's reasonable, unpaid expenses for legal counsel in relation to his service to the University.
- E. Dr. Baker has agreed to leave the University President's official residence on or before July 31, 2017.
- F. Dr. Baker agrees that other than the payments set forth above, no additional amount is payable to Dr. Baker under the provisions of the Agreement. Dr. Baker further releases any claim related to his employment with the University existing on or before execution of the Agreement, and agrees to waive any right to use a University internal grievance or appeal process, or any other administrative or judicial process for such claims.

For Approval: The Board hereby agrees to the terms and conditions outlined above and authorizes those terms and conditions to be reduced to a mutually-agreed, written Presidential Transition Agreement between the Board and Dr. Baker.

PRESIDENTIAL TRANSITION AGREEMENT

This Presidential Transition Agreement (“Agreement”) is made and entered into on the date set forth below by and between the Board of Trustees of Northern Illinois University (“Board” or “University”) and Dr. Douglas Baker (“Dr. Baker”).

WHEREAS, the Board and Dr. Baker executed an Employment Agreement for the President of Northern Illinois University with an effective date of July 1, 2013 (“Employment Agreement”); and

WHEREAS, pursuant to the Employment Agreement, Dr. Baker agreed to serve as President of Northern Illinois University through June 30, 2018; and

WHEREAS, Dr. Baker and the Board mutually desire to enter into this Agreement to reflect Dr. Baker’s resignation from the University and the amicable resolution of any and all matters concerning Dr. Baker’s employment relationship with the University; and

WHEREAS, this Agreement is governed by Illinois law.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, receipt of which is duly acknowledged by both parties, the parties agree as follows:

1. Subject to approval of this Agreement by the Board as required in Paragraph 27 below, Dr. Baker irrevocably resigns from his role as President of Northern Illinois University (“President”) and from any University-affiliated boards or organizations effective at the close of business, 5:00 p.m., on June 30, 2017.
2. Dr. Baker further irrevocably resigns his tenured faculty appointment in the College of Business effective at the close of business, 5:00 p.m., on June 30, 2017.
3. Dr. Baker acknowledges that he will not be reemployed in his current position with the University or any other position with the University after June 30, 2017.
4. In consideration for Dr. Baker resigning from his role as President and signing this Agreement and complying with its terms, the Board agrees to pay Dr. Baker one (1) year (the “Transition Period”) of Dr. Baker’s base salary in the amount of \$450,000.00 in accordance with the University’s payroll policies and procedures, less applicable deductions or withholdings as are required by law and regulation.
5. To the extent permitted under Northern Illinois University Law, the Board also agrees that for the Transition Period Dr. Baker shall be paid for any eligible employee welfare benefits (including leave) that he has accrued which will be due and payable to Dr. Baker as of the date his resignation takes effect. Payment under this Paragraph shall be in accordance with

the University's payroll policies and procedures, less applicable deductions or withholdings as are required by law and regulation.

6. Separately, in consideration for Dr. Baker resigning from his tenured faculty appointment and signing this Agreement and complying with its terms, the Board also agrees to pay Dr. Baker a one-time lump sum payment in the amount of \$137,500.00 in accordance with the University's payroll policies and procedures, less applicable deductions or withholdings as are required by law and regulation.

7. Dr. Baker represents that he has incurred reasonable, unpaid expenses associated with the retention of counsel, arising out of the scope of his state employment. Pursuant to Article IX (Indemnification) of the Board Bylaws, the Board agrees to pay for reasonable expenses in an amount up to but not exceeding \$30,000.00, provided that such payment will be subject to review and approval by the University of invoices reflecting the actual and reasonable expenses incurred for Dr. Baker's counsel.

8. All payments to be made by the Board pursuant to Paragraphs 4, 5, 6, 7 and any other paragraph of this Agreement shall be made by the Board within forty-five (45) calendar days after approval by the Board of this Agreement as required by Paragraph 27 below, provided, however, that no payments shall be made if this Agreement is revoked by Dr. Baker during the period referenced in Paragraph 20 below.

9. Dr. Baker acknowledges that his retirement benefits are controlled by the State of Illinois, through the State Universities Retirement System (SURS), and are not within the control or authority of the University.

10. Dr. Baker acknowledges and agrees that other than the payments set forth in Paragraphs 4, 5, 6, 7 and any other paragraph of this Agreement, no additional amount is payable to Dr. Baker under the provisions of this Agreement or the Employment Agreement. Dr. Baker further acknowledges and agrees that no procedures, rights, or benefits, including, but not limited to, participation under the University's various retirement and other plans, or benefits available under deferred compensation plans, sabbatical rights, or other rights or entitlements provided under the terms of the Employment Agreement or any other University handbook, policy or procedure, will accrue to Dr. Baker or be owed to Dr. Baker after midnight on the effective date of his resignation. Other than the obligations set forth in this Agreement, the University shall have no other financial or other obligations to Dr. Baker under any compensation or benefit plan, program, practice, handbook, policy, contract or tuition remission arrangement, and Dr. Baker's participation in University compensation and benefit plans, tuition remission, programs, practices, policies, contracts and tuition remission shall cease as of June 30, 2017, except that he shall have the right to continue group health plan coverage at his own expense starting on July 1,

2017, as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”).

11. Dr. Baker agrees that he has not relied upon any representations, express or implied, made by the University and/or any of its representatives as to the tax consequences of this Agreement. Dr. Baker further agrees that, in the event any taxing authority determines that any part of the payments set forth in Paragraphs 4, 5, 6, 7 and any other paragraph of this Agreement paid by the University as consideration for this Agreement is taxable, Dr. Baker is solely responsible for the payment of all such taxes. Dr. Baker further agrees to indemnify and hold harmless the Board, the University, the State of Illinois, its trustees, officers, agents, employees, attorneys and insurers from and against any and all liability to the federal and/or state tax authorities for any sums subsequently imposed upon the University for taxable income to Dr. Baker in connection with the payments set forth in Paragraphs 4, 5, 6, 7 and any other paragraph of this Agreement (in all cases, excluding required employer contributions for payroll taxes where applicable), and from and against any and all claims arising from or in connection with any administrative or judicial action or proceeding seeking payment of said taxes from the University. In the event that a proceeding should be instituted against the University for such liability and Dr. Baker is not named as a party, the University will give Dr. Baker notice of the proceedings at his last known address and he will be obligated to defend and indemnify the University.

12. The Board agrees that Dr. Baker may continue to live in the University President’s official residence until July 31, 2017 to enable him to locate and/or move his furniture and belongings.

13. Dr. Baker represents and covenants that he will return to the university all property of the university (including, without limitation, all keys to the university’s offices, automobile, all equipment, documents, written information, forms, plans, documents, written or computer material or data, belonging to the university), which are in dr. Baker’s possession or control, including, without limitation, all originals and copies of documents or records. To the extent university records or information are maintained on dr. Baker’s office or personal computers or devices, dr. Baker will return all such information prior to the effective date of his resignation and agrees to cooperate with university information technology services personnel in ensuring that all such records or information have been returned. Dr. Baker understands and agrees that he will not be provided the payments set forth in paragraphs 4, 5, 6 and 7 of this agreement until he returns or properly secures pursuant to this paragraph all property, including information stored electronically, belonging to the university. Dr. Baker also acknowledges that, while serving as president, he may have reviewed information or documents protected from disclosure by student privacy, medical privacy, or other confidentiality laws. Dr. Baker agrees to continue maintaining the confidentiality of all information or documents subject to statutory common-law confidentiality protections.

14. Neither Dr. Baker nor the Board will issue any press release or other written public announcement relating to this Agreement without the prior approval of the other party, including approval of the contents of any such release or announcement. Such approvals shall not be unreasonably withheld. All future statements by the Board and Dr. Baker regarding Dr. Baker's departure from the University will be consistent with any such mutually-agreed written public announcement. Nothing shall prohibit the Board's ability through the Board Chair to respond to inquiries regarding its basis for this Agreement.

15. The University and Dr. Baker jointly agree and covenant that they will not, directly or indirectly, individually or in concert with others, engage in conduct or make a statement in any form or media that is calculated or intended to have the effect of undermining, disparaging or otherwise reflecting poorly upon the other, including upon the reputation of the Board, the University, or its good will, products, or business opportunities or that is in any manner detrimental to the University and/or its trustees, officers, employees, agents, or representatives, past or present, or Dr. Baker, his agents or attorneys. At the University, this Paragraph shall be applicable to the members of the Board and senior cabinet members. If asked, these persons and officers shall only state to others, whether an internal or external inquiry, that Dr. Baker left the employ of University. This paragraph shall not extend into the University beyond those persons specifically identified, as it would be unreasonable and impractical to notify every employee at the University about the requirements of this Paragraph. Any claims by Dr. Baker for allegations of future violations of privacy interests or defamation against University shall be adjudicated exclusively in the Illinois Court of Claims pursuant to Illinois law. Nothing herein shall prevent either party from making truthful or factual statements in connection with any aspect of the relationship between the University and Dr. Baker, his agents or attorneys as required by law or any investigative or regulatory proceeding.

16. The Board agrees that, should a future employer contact the University regarding Dr. Baker, the University will confirm dates of employment, the position he held, and salary. Additional information will be released with Dr. Baker's prior consent, or as required by law or court order.

17. Dr. Baker hereby agrees, for himself as well as his heirs and assigns, to release, acquit and forever discharge the Board, Northern Illinois University, and all of their past and present trustees, officers, employees, representatives and agents (collectively or individually, the "Released Parties") from any and all claims, demands, actions, causes of actions, damages (both actual and punitive), costs, judgments, expenses, liabilities, attorneys' fees, legal costs or other compensation, or suits at law or in equity of whatsoever kind or nature, whether based upon tort, contract or operation of law, whether known or unknown, or whether asserted or unasserted, which Dr. Baker or his heirs or personal representatives may now have or assert arising out of or resulting from his employment and the termination of his employment with the University, including, but not limited to, discrimination in employment, any claims of retaliation, negligence and intentional conduct of any sort, claims based upon age, sex, race, national origin, religion, disability discrimination, labor protective provisions or conditions, severance pay, wrongful or

constructive discharge, fraud, intentional infliction of emotional distress, or a breach of contract whether express or implied, whether arising out of the Age Discrimination in Employment Act of 1967, as amended by the OWBPA, 29 U.S.C. § 621, et seq; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1985; the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; The Employment Retirement Security Act, 29 U.S.C. § 1001 et seq.; Executive Order 11246; The Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; as those statutes may have been amended from time to time; or any other federal, state or local law, ordinance, regulation or order relating to Dr. Baker's employment; any claim arising under University policies, procedures and operational guidelines; or the termination of his employment with the University (hereinafter "the Released Claims"). This Release excludes only (i) claims for vested pension benefits, (ii) claims for benefit continuation rights under COBRA, (iii) claims arising under the OWBPA after this Agreement is signed or that challenge this Release under the OWBPA, (iv) claims that cannot be released as a matter of law, (v) claims which arise after the date of this Agreement, and (vi) claims to enforce the terms of this Agreement. Dr. Baker further agrees to waive any right to use a University internal grievance or appeal process, formal or informal, available under University policies or offered by the University for any matter arising or relating to this Agreement. Although this Agreement serves as a release of any claim, demand, action, suit or proceeding relating to matters generally and specifically released above, it does not bar actions or proceedings instituted for the sole purpose of enforcing the provisions of this Agreement. Any action to enforce the terms of this Agreement shall be limited to recovery of damages and enforcement of the terms of this Agreement; under no circumstances may either party seek rescission nor may Dr. Baker seek reinstatement or reemployment with the University.

18. Notwithstanding paragraph 7 and per applicable state law and Board Bylaws, in the event Dr. Baker incurs or will reasonably expect to incur expenses in connection with any claim, or actual or threatened action, suit, proceeding or investigation (civil, administrative, or other non-criminal proceedings) or appeals in which Dr. Baker may be involved by reason of being or having been an employee of the University, he will be entitled to indemnification from the Board. Determinations as to the extent and scope of any such indemnification will be as reasonably necessary as determined by the Board, and made pursuant to applicable law, Board bylaws, insurance policies covering University employees, and any other applicable authority, as existing or hereafter promulgated.

19. Dr. Baker acknowledges and represents that he has been given the opportunity to report to the University any conduct that would give rise to an allegation or concern that the University has violated any laws or has engaged in conduct which could otherwise be construed as inappropriate or unethical in any way, even if such conduct is not, or does not appear to be, a violation of any law, and Dr. Baker affirms that he knows of no such conduct and has reported

no such conduct to the University as of the date of this Agreement. He further commits that, should any such information come to his attention prior to the effective date of his resignation, he will report such information or concerns to the University.

20. Dr. Baker acknowledges (i) that he has been advised that he has up to twenty-one (21) days to consider and sign this Agreement, (ii) that if he signs this Agreement and returns that signature to the Board (Attention: Office of General Counsel, Northern Illinois University, Altgeld Hall 330, DeKalb, IL) within that twenty-one (21) day period he is doing so of his own free will, (iii) that Dr. Baker may consult (and has consulted) an attorney prior to signing this Agreement, (iv) that the terms of the Agreement are clear and understandable to him; and (v) that he may revoke his execution of this Agreement within seven (7) days from the date he signs the Agreement. During the seven (7) day revocation period immediately following his execution of this Agreement, Dr. Baker can change his mind and cancel this Agreement in writing, prior to which the Agreement will not be effective or enforceable. The Board (Attention: Office of General Counsel, Northern Illinois University, Altgeld Hall 330, DeKalb, IL) must receive Dr. Baker's written notice of revocation within the seven (7) day revocation period. If Dr. Baker does not sign and return this Agreement within the twenty-one (21) day period or he revokes his acceptance in the seven (7) day revocation period, then this Agreement shall be null and void and nothing in this Agreement shall constitute an admission of liability, fact, or law. If Dr. Baker timely signs and does not revoke this Agreement as set forth in this Paragraph, this Agreement shall take effect on the eighth day after he signs the Agreement, with his resignation then to take effect after June 30, 2017 with no further notice.

21. This Agreement shall be governed by the laws of the State of Illinois and the Courts of the State of Illinois shall have jurisdiction for purposes of enforcing all of the terms and provisions of this Agreement including, but not limited to, any relief sought for a breach of or default under this Agreement.

22. This Agreement supersedes all other understandings and agreements, oral or written between the Board and Dr. Baker with respect to the subject matter, and constitutes the sole agreement between the Board and Dr. Baker with respect to its subject matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or written, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement, and that no commitment, statement or promise not contained in the Agreement shall be valid or binding on the Board and Dr. Baker unless such change or modification is in writing and is signed by the Board and Dr. Baker. The Board and Dr. Baker affirm that they have not assigned any claims or rights affected by this Agreement and have not filed any claims or suits relating to the matters addressed in this Agreement.

23. If a court of competent jurisdiction holds that any provision or subpart thereof contained herein is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect any other provisions in this Agreement.

24. The parties agree that this document is not exempt from disclosure under the Freedom of Information Act (5 ILCS 140/). The Board has the right to disclose the existence of this Agreement and its terms.

25. The Board and Dr. Baker will cooperate and will promptly execute any and all documents and perform any and all acts necessary to effect this Agreement. Any notices to the University required under this Agreement should be directed to the Office of General Counsel, Northern Illinois University, Altgeld Hall 330. Any notices to Dr. Baker required under this Agreement should be directed to the last known address on file at the University for Dr. Baker.

26. This Agreement may be executed in counterparts, each of which shall be deemed an original and when taken together with the other signed counterparts, shall constitute one Agreement and on full execution shall be binding upon and effective as to the Board and Dr. Baker.

27. This Agreement is subject to approval by the Board. If the Board does not approve this Agreement, this Agreement and Dr. Baker's resignation shall be deemed null and void.

The Board and Dr. Baker acknowledge that the performance of the Board of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the legislature for current and future periods.

This Agreement is signed and dated this ____ date of _____, 2017.

Board of Trustees of Northern Illinois University

Dr. Douglas D. Baker

By: _____

Wheeler G. Coleman, Chair



Northern Illinois
University

Board of Trustees

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June 30, 2017

MEMORANDUM

TO: Members, Board of Trustees, and
Douglas D. Baker, President

FROM: John R. Butler, Board Chair

Subject: 2017 Presidential Evaluation

For your review and consideration, this memorandum is intended to document the 2017 evaluation of President Douglas D. Baker at the close of his fourth year of service. During the course of that evaluation, Dr. Baker and the Board reached a mutual agreement that affected the transition of the NIU presidency. Nevertheless, the Board was able to conduct a review that assisted us in defining short- and longer-term strategic needs for the University.

The presidential evaluation process used by the Board is a hybrid process that combines obligations discussed in the President's employment agreement, and provisions for annual presidential evaluation outlined in the *Regulations* and *Bylaws* of the Board of Trustees. Taken together, these provisions offer a clear mandate for an annual evaluation to take place in June of each year, with provisions for information gathering and exchange to occur beforehand. Dr. Baker's employment agreement calls for him to initiate the annual evaluation by self-assessing initiatives undertaken since June 1st of the previous year. Dialogue with Board members often generates additional observations relevant to the self-assessment, and results in requests for additional data and refinements. The President's employment agreement also calls for him to propose goals and objectives for review and consideration by the Board for the one-year period beginning June 1st. Board *Regulations* outline further guidance as to the focus and intent of the review and evaluation process.

In addition to the annual performance evaluation, Fiscal Year (FY) 2017 was the penultimate year of the Dr. Baker's 5-year employment agreement, which was set to expire on June 30, 2018. Under the terms of the agreement, the Board and the President are to "meet for the purpose of discussing the renewal or non-renewal of [the] Agreement no later than June 30, 2017 or as otherwise mutually agreed to by the parties." Thus, the Board commenced the presidential evaluation aiming to determine whether an extension of Dr. Baker's service was appropriate. This prompted efforts to review presidential performance over the course of four years of service, gauge the perspectives of the campus community concerning the presidency, and contemplate aspirations and likely effectiveness beyond the initial 5-year term.

Data, Insight, and Engagement

For the 2017 evaluation, the Board considered President Baker's performance relative to his goals, the University's performance relative to peer institutions, and feedback from a broad public about Dr. Baker's effectiveness.

Relative to the public feedback component of the review, the following detail is provided.

360 Review

A "360 degree review" was completed to garner feedback from across the University community. That review was conducted by Greenwood/Asher & Associates, Inc., an executive search, consulting and training firm with extensive expertise and experience working within education and nonprofit environments. Greenwood/Asher consultants have deep roots in higher education, enabling them to aid the Board in understanding what has been successful, what potential exists for growth, and what improvements need to be made.

Under the terms of the University's engagement with Greenwood/Asher, an assessment pool included Board members, direct reports, and deans, and representatives of constituencies, including faculty, administrative and professional staff, operating staff, students, and external stakeholders (the NIU Foundation, Alumni Association, and local officials). Interviews with representatives were conducted over a three-week period and feedback was analyzed by the consultants. Additionally, the consultants considered information provided by Board members concerning prior years of service. The consultants also met with the President using a methodology that is standard to their practice.

The 360 results were presented to the Board during closed session on May 18, 2017. The consultants consolidated feedback according to themes of what Dr. Baker has done well during his tenure as president *and* opportunities that Dr. Baker could consider going forward with his presidency. Board members questioned the consultants to derive a deeper understanding of the component compliments, aspirations, and concerns that informed the feedback. A written executive summary of the information the consultants prepared for the Board is **attached**. This summary was prepared by Greenwood/Asher and no alterations were requested by NIU leadership, including the Board, prior to its receipt as a suitable summary of 360 feedback.

Engagement on Major Subjects

In the process of our review, the Board also engaged Dr. Baker concerning the future of NIU through discussion and analysis of the following major subjects:

- How the President defines NIU's current state environment, including what he believes are the essential characteristics of the present moment in terms of higher education nationally and within Illinois, and – more specifically – the institution's most significant threats, strategic resources, and opportunities for effectiveness.
- The relative ability of other Illinois universities to operate within this context, focusing on NIU's performance within a similar environment on key measures such as enrollment, new freshman, new transfers, first year retention rates, graduation rates, and financial stability – as well as important distinctions in mission and scope among some of NIU's peers.

- The President's areas of focus and expected outcomes compared with some of the expectations and goals Board members believed were critical.
- Key expectations Board members had formed over the course of the President's four years of service and, particularly, more recent expectations.

The Board's initial discussion of these subjects surfaced continued concern over declining enrollment but appreciation for improvements in retention rates. Board members reiterated their support for efforts to maintain NIU's fiscal sustainability, and remain sensitive to the unsustainable fiscal model within which NIU is presently operating. We expressed concern that an increase in state support is unrealistic in the short term, that practical and timely strategies to manage an unexpected loss of all or most state support, and anticipated enrollment declines, should cause us to consider all available options. We discussed price elasticity, alternative approaches to articulation, emphasis on international and non-traditional students, scaling up of high-demand programs, financial aid packages that include highly-discounted housing accommodations, and exploration of additional collaboration with Illinois colleges and universities. The Board's focus continues to be on advancing the University and ensuring a positive future despite the headwinds that have been created by the continued absence of a state budget. We continued our call for the development of alternative business models that draw on the knowledge University administrators have developed through the Program Prioritization initiative as well as collaboration with community colleges.

Outcomes

The Board is grateful to the many respondents who participated in the 360 review, and wish to assure the NIU community that the feedback will continue to be useful in the Board's formation of its expectations and aspirations for the NIU presidency. The 360 feedback, and insights derived from engagement with the President on the above subjects, will be incorporated into discussions with Acting President Lisa Freeman concerning her goals and objectives. The evaluation dialogue points, at minimum, to the need to focus on the following going forward:

- The execution of a productive recruitment strategy.
- The implementation of cost reduction and program realignment strategies to address fiscal headwinds.
- The development of a shared comprehensive vision that details NIU's value proposition and differentiates NIU from other Illinois colleges and universities.
- The continuation of process improvements and attention to compliance protocols.

These significant challenges and opportunities, and others, will require that NIU leverage the talents and creativity of the University's leaders, faculty, staff, students, alumni, and allies.

Concerning the evaluation of Dr. Baker's performance as president, the Board has discussed his service in a manner sufficient to justify its recent actions related to the presidency, and consider the 2017 presidential evaluation closed. This document, and its attachment, will be made available to the public on the University's website, in compliance with new amendments to the *Northern Illinois University Law*.

360-degree Feedback for Dr. Baker's Annual Review

Background

Greenwood/Asher & Associates, Inc. (G/A&A) was awarded a contract by the Board of Trustees (BOT) of Northern Illinois University to support data collection for President Baker's fourth year review. The BOT's performance assessment was designed to be comprehensive, and the 360-degree review reflects G/A&A's part of the information gathering which will be considered along with other sources the Board planned to review and consider. G/A&A was asked to expand the number of people interviewed to include members of the Board of Trustees, faculty, students, members of the staff, other administrators, local elected government officials, alumni and past employees.

The following 360-degree information was synthesized from over 75 interviews and is provided as input to help inform the Board of Trustees in their efforts to conduct Dr. Baker's annual assessment. The information is provided as summary comments assimilated from all interviewed and is related to five key areas for which Dr. Baker is responsible:

- Development of vision/strategy/goals for the University;
- Selection and development of senior cabinet staff to help lead the University;
- Assurance of effective management systems - to exercise sound management of the operational, financial, academic and reputational aspects of the University in accordance with federal and state laws;
- Development of a collaborative culture with and between University stakeholders and constituents, including, but not limited to, the Board of Trustees, faculty, faculty organization representatives, staff and staff organization representatives; and
- Expansion/protection of resources necessary to carry out the mission of the University.

The follow statements reflect themes of what Dr. Baker has done well during his tenure as President:

- Dr. Baker was credited with bringing clarity to the overall direction of the University when he began his tenure. Many of those interviewed stated that previously the University had operated as siloed departments with a centrally controlled budget that needed increased transparency.
- Dr. Baker's "bold vision" exercise, held during the first year of his administration, was highlighted by many who participated as a breath of fresh air. Several participants stated his comprehensive understanding of higher education and future trends brought a renewed confidence that the University would soon be turning the corner on the declining enrollment trend.

- The goal of student career success has had a significant and positive influence throughout the campus.
- Dr. Baker's initial goal of a more connected campus was embraced by the faculty, staff and the external community.
- Dr. Baker was widely credited with hiring the leadership necessary to improve the University's financial systems and beginning to provide more transparency into the budgeting process. Likewise, many appreciated the President's approach to program prioritization as a demonstration of his commitment to a collaborative governance culture.
- Dr. Baker was highly ranked by his direct reports as providing sufficient direction, resources and time for job assignments. Most all his direct reports stated they were given the autonomy to do their jobs. Overwhelmingly, Dr. Baker was viewed by his direct reports as being a trusted sounding board for new ideas and approaches.
- Dr. Baker has developed a reputation for being a champion for diversity and inclusion.
- Many interviewed stated that Dr. Baker has emerged as an articulate advocate in Springfield with a reputation for being well-prepared and level-headed.

The following statements reflect opportunities that Dr. Baker could consider going forward with his presidency at NIU:

- Dr. Baker and the Trustees have an opportunity to develop a shared comprehensive vision that details NIU's value proposition and explicit differentiations from other Illinois colleges and universities. Dr. Baker and the leadership team have the opportunity to leverage the program prioritization efforts and to involve the faculty and staff in developing specific strategies needed to support the vision.
- The recent work to build a comprehensive set of metrics to analyze enrollment/retention trends, and internships and scholarship at the department levels provides a firm foundation for the long-term goal of analytical decision-making. Leveraging this work by broadly communicating the impact of ongoing cost improvement and value enhancement efforts could possibly accelerate NIU's program prioritization strategy.
- The NIU pillar of "ethically inspired" leadership provides a foundation for the continued refinement of an integrated set of management policies and procedures.
- Conflict will inevitably arise as NIU implements cost reduction and program realignment strategies. A highly innovative culture with engaged faculty and staff could offer multiple alternatives for every decision. The opportunity exists to redefine conflict as a healthy process that guides all participants in the determination of the most optimal solution for each decision.
- The selection of a new Vice President for Finance and Administration provides Dr. Baker an opportunity to re-evaluate the placement of the human resource function in the cabinet. Clearly, human resource activities will continue to increase as the organization

goes through budget reductions and uncertainty due to the state budget situation. Staff recruitment and retention will most likely continue to be a challenge. There is an opportunity to align this function in the president's cabinet.

- Dr. Baker has the opportunity, as he fills open positions in his cabinet, to establish and model a highly effective culture of engagement, innovation, recognition and trust. The skills of interactive communication, empathic listening, constructive feedback and team members' accountability, should be considered as part of the leadership teams' onboarding and training process.
- Dr. Baker has the opportunity to build relationships with the members of the new Faculty Union, and further develop his relationship with other organizations including the Supportive Professionals and the Operating Staff representing employees.
- The proximity to the Chicago area, where many alumni reside, provides an opportunity to engage more alumni in academic programs and recruitment efforts. The renewed efforts to reach out to both undergraduate and graduate alumni provide an opportunity to engage over 100,000 alumni.

PRESIDENTIAL SEARCH PLANNING COMMITTEE

Charge: The committee is charged with benchmarking current practices and trends related to presidential searches and contracts. Additionally, the committee is to prepare a draft of the job description and a “points of pride” document. Finally, the committee will provide input regarding the structure of the presidential search committee (beyond those positions mandated by the university’s Constitution). The committee must provide justifications for all of its recommendations.

Membership (13 members)

- **Dennis Barsema**, Board of Trustees (chair)
- **Fred Barnhart**, Council of Deans
- **Pete Garrity**, Alumni Association Board member
- **Montel Gayles**, Foundation Board member
- **Katy Jaekel**, Faculty member
- **Brandon Lesnicki**, Undergraduate student
- **Kevin Luginbill**, Graduate student
- **Debra Miller**, Supportive Professional Staff Council member
- **Linda Saborio**, Executive Secretary of the University Council
- **George Slotsve**, Faculty member
- **Kendall Thu**, Faculty member
- **Stephanie Uhr**, Instructor
- **Mary Wyzard**, Operating Staff Council member

This is a planning committee; it is not the search committee. However, serving on this planning committee does not necessarily preclude any members from serving on the search committee.

Timeline: The committee will meet periodically from January 2018-May 2018. The committee will report on the benchmarking research and present a draft job description document at the June 2018 BOT meeting.

BOARD OF TRUSTEES 2018 MEETING DATES

Following the general pattern of meeting dates for previous years and input from Board members, the following choices are offered for consideration by the Board.

March 8	(2 nd / Thursday)
June 14	(2 nd Thursday)
September 13	(2 rd Thursday)
December 6	(1 st Thursday)

The Northern Illinois University Law and Article III of the *Bylaws of the Board of Trustees of Northern Illinois University* state that the Board shall convene at least once each quarter. These dates would meet those requirements. All Board meetings will convene beginning at 9:00 a.m. unless indicated differently in future meeting notifications.

BOARD OF TRUSTEES COMMITTEE MEETING DATES FOR 2018

Executive Committee
Academic Affairs, Student Affairs and Personnel Committee
Finance, Audit, Compliance, Facilities, and Operations Committee
Research and Innovation, Legal and Legislative Affairs

February 15	(3 rd Thursday)
May 10	(2 rd Thursday)
August 16	(3 th Thursday)
November 15	(3 rd Thursday)

All BOT Committees will convene in the Board of Trustees Room, beginning at 9:00 a.m. unless indicated differently in future meeting notifications.

CLOSED SESSION MINUTES REVIEW AND RELEASE

The Illinois Open Meetings Act requires public bodies to review the minutes of their Closed Session Minutes on a semiannual basis and to determine what parts of the minutes they should make available to the public because they no longer require confidential treatment. Upon review and advice of the Board's Parliamentarian, it is recommended that the Board approve no additional release from confidentiality of any of the previously unreleased sections of the Executive Session minutes at this time. Those sections which are still subject to confidentiality, together with sections from subsequent meetings, will be considered again in six months.

FISCAL YEAR 2019 OUT-OF-STATE COLLEGE OF LAW TUITION RECOMMENDATIONS

Executive Summary: The current rate for out-of-state law students is 2 times the in-state rate, the same differential as undergraduate and graduate rates prior to changes approved at the October Board of Trustees meeting. Although the College of Law is different in some respects from the undergraduate and graduate programs, many of the same reasons for equalizing in-state and out-state rates for undergraduate and graduate students apply equally to the College of Law. Most importantly, elimination of the out-of-state rate will position the College of Law to continue to improve the quality and diversity of the incoming class, while at the same time increasing the number of enrolled students at the College.

Background and Summary: There are several compelling reasons for eliminating the out-of-state tuition rate for College of Law students:

- An analysis of the past five incoming law school classes (2013-2017) shows that overall 11.9% (56/472) of incoming students were or currently are out-of-state. Although this percentage is higher than undergraduate and graduate out-of-state numbers, there is still substantial upside to non-resident enrollments.
- Eliminating the out-of-state tuition differential will permit the law school to better compete for the strongest out-of-state students, thus permitting the school to pursue the twin goals of improving academic indicators (and thus reputation), and also modestly increase enrollment.
- Eliminating out-of-state tuition also supports the school's commitment to diversity. Although the percentage of out-of-state students of color has varied over the past five years, overall 40% (23/56) of the out-of-state students over the past five years were diverse. This compares to the school's overall 27% (128/474) diversity during that same time.
- An analysis of institutional data for the past five incoming classes shows that the law school will need to enroll between 3 and 4 students at the in-state tuition rate to make up the difference in lost revenue that would have been paid from the existing out-of-state rate. This analysis individually examined each of the 56 out-of-state students from the past five incoming classes, looking at attrition rates, any institutional support students received, and the number of students converting to in-state status after the first year, to determine how much tuition each student paid (or was anticipated to pay for the more recent classes). Actual revenue generated or anticipated to be generated was then compared to the amount of revenue that would have been generated if in-state tuition were charge. Although the number of additional students needed to cover the difference varied from as low as 0.76 (entering class 2015) to as high as 5.4 (2014), the overall average was 2.94. Numbers from the two most recent entering classes - 2016 (3.22) and 2017 (3.73) - suggest the most reasonable number of additional students needed would be 4. However, in order to include currently enrolled students in the proposed elimination of out-of-state tuition, we would need a total of 6-7 (instead of 4) additional students next year to cover the lost revenue from including current students.
- This change eliminates out-of-state tuition rates, while maintaining international rates for the law school and would include all new and returning students beginning with the fall 2018 term.

In summary, elimination of the out-of-state tuition differential for the College of Law will permit the school to continue to improve its academic indicators, and hence reputation, as well as maintain and perhaps improve diversity. It will also better position the College of Law to continue to increase its enrollment numbers, building on the enrollment increases seen over the past two years.

Recommendation: The University requests the Finance, Audit, Compliance, Facilities and Operations Committee endorse this request and ask that the President forward it by means of the President's Report to the Board of Trustees for approval at its meeting on December 7, 2017.

FISCAL YEAR 2019 PRICING RECOMMENDATION

Executive Summary: The following item presents a comprehensive pricing recommendation that addresses Northern Illinois University's tuition, fees, and room and board rates for Fiscal Year 2019. These recommendations were developed with the goals of maintaining fiscal responsibility and addressing affordability concerns - by keeping the total cost of attendance for full-time students as low as possible. The recommendations include a zero percent increase in undergraduate tuition, multiple-occupancy room and board rates and a 0.5% decrease in fees for undergraduate students. Overall, these recommendations result in a decrease in the total cost of attendance for undergraduate students of 0.1%, and a zero percent increase for graduate and law students.

Background and Summary: Establishing an FY19 pricing decision is a critical step in accomplishing an annual timetable that permits a more effective, efficient, and transparent annual budget development process. With pricing decisions made in December, the annual budget planning and development process for the next fiscal year can begin in January, thus permitting a final budget for both the operating budget (and an annual capital budget) in June. Further transparency and opportunity for interactive discussion during an expanded budget development phase will permit a continued focus on enrollment issues and fiscal sustainability within the academic responsiveness/fiscal responsibility oversight model and reflecting our Guiding Principles for Financial Planning and Budgeting and will thus allow for better informed decision-making.

In the next several sections, we describe the specific Fiscal Year 2019 recommendations for each major component of pricing that drives the total cost of attendance. See Appendix A for an intra-State total cost of attendance comparison; tuition, tuition and fees, and room and board.

I. Tuition Recommendations:

Undergraduate Tuition

The following tuition recommendations reflect Truth-in-Tuition legislation, which took effect Fall 2004 for Illinois residents seeking an undergraduate degree. Under the provisions of the law, the entering degree-seeking undergraduate class for each fiscal year, beginning in FY05, is guaranteed the same tuition rates for four continuous years. NIU policy adds one additional semester to this four-year guarantee. NIU's current policy is that after nine continuous semesters, the guaranteed undergraduate tuition rate adjusts to the fixed tuition rate paid by students who entered the University one fiscal year after the date of original entry for two years (in accordance with Senate Bill 3222 which was passed effective July 1, 2010). The fixed tuition rates for such students are maintained consistent with that cohort. At the special meeting of the Board of Trustees in October, the University discontinued the Midwest rate in favor of an overall domestic rate strategy applicable to all states within the United States. In conjunction with the domestic rate strategy, effective FY19, Truth-in-Tuition guidelines will now be applied to all domestic undergraduate students in an effort to align our recruiting, enrollment, and retention strategies with the student affordability objective of the University.

In FY18, the Administration recommended establishing an undergraduate differential rate for students enrolled in the College of Engineering. Data still shows a very high demand for engineering and technology graduates in Chicago, Rockford, and the Northern Illinois area. This year in addition to the College of Engineering undergraduate differential, the University is recommending a \$40 per credit hour differential

for the Bachelor of Computer Science undergraduate degree program. Computer Science as well as Engineering and Technology programs are highly lab intensive and the skill sets needed by industry are rapidly changing. Therefore, considerable resources need to be directed towards continuous improvement and upgrading of laboratories, and infrastructure capacity building for maximizing student success.

Graduate and Law Tuition

In FY16, the Administration implemented one consolidated tuition rate for graduate students and law students consisting of instructional and institutional charges. Charging graduate and law students a consolidated tuition in each semester will aid in attracting students with employer reimbursement to NIU. This change was done with the objective in mind of either easing burdens that fall on graduate and law students or of providing pathways to enrollment growth and additional revenue production.

At the special meeting of the Board of Trustees in October, the University discontinued the out-of-state rate in favor of an overall domestic rate strategy applicable to all states within the United States. In addition, the Administration is asking for continuation of the differential tuition rates as previously approved with changes as noted in the Graduate differential table, as well as establish differential rates for the following programs:

- Executive EdD in Adult & Higher Ed Weekend Cohort *online*
- Master of Science in Digital Marketing *online*

The recommendation also includes the elimination of differential rates for the following programs:

- Educational Research & Evaluation (MSED) *online*
- Literacy Education Bilingual/ELS *online*

Online Tuition

The Administration recommends maintaining a minimum tuition rate of \$500 per credit hour and a maximum tuition rate of \$1,000 per credit hour for both graduate and undergraduate online programs. The components of the minimum online tuition rate are illustrated below in Figure 1. This recommendation relies on approval of a consolidated tuition charge and differential tuition, where the minimum differential charge will be \$30 per hour and the maximum differential charge will be \$530. NIU's efforts to develop budget and pricing models to stimulate growth of online programs and enrollment has been discussed for many years. Coupled with the efforts of the Office of Online Program Development and Support, this recommendation paves the way for that growth.

Figure 1
Components of the Minimum Online Tuition

Components of Tuition	Per Hour Charge
Instructional Charge	\$357
Central Services Charge	\$69
Outreach Charge	\$18
Career/Professional Development Charge	\$4
Technology Charge	\$22
Program Differential	\$30
TOTAL Minimum Online Tuition	\$500

The recommended tuition rates for undergraduate, graduate, and law students are presented in Table 1.

Table 1
Fiscal Year 2019 Tuition Recommendations

Undergraduate:

General Programs

Part Time	Full Time
Per Cr. Hr. Rate	Package/Bundle Rate
1-11 Credit Hours	12 or more Credit Hours
\$348.84	\$4,732.80

Undergraduates who are entering in FY19 or who are non-degree seeking; international students at 2 times the FY19 rate unless as part of pre-arranged program at 1.5 times the FY19 rate.

College of Engineering Programs

Part Time	Full Time
Per Cr. Hr. Rate	Package/Bundle Rate
1-11 Credit Hours	12 or more Credit Hours
\$398.84	\$5,332.80

Non-Engineering students taking 4 or more credit hours, within the College of Engineering, are subject to a differential charge of \$50/crhr.

Computer Science Program

Part Time	Full Time
Per Cr. Hr. Rate	Package/Bundle Rate
1-11 Credit Hours	12 or more Credit Hours
\$388.84	\$5,212.80

Law:

1-11 Credit Hours	12 or more Credit Hours
\$915.81	\$10,989.72

The above hourly tuition rate includes an instructional charge of \$677.29 per credit hour and an institutional charge of \$238.52 per credit hour.

Graduate:

General Programs

1-11 Credit Hours	12 or more Credit Hours
\$496.11	\$5,953.32

The above hourly tuition rate includes an instructional charge of \$357.00 per credit hour and an institutional charge of \$139.11 per credit hour.

Graduate Differential Programs (Per Credit Hour)

Program	FY18 Differential	FY19 Differential
<u>College of Engineering & Engineering Technology</u>		
All Programs (including online programs)	\$50.00	\$50.00
<u>College of Liberal Arts & Sciences</u>		
Computer Science (MS)	\$60.00	\$60.00

<u>College of Education</u>		
EdD in Curriculum & Instruction	\$65.00	\$65.00
EdD in Education Administration	\$65.00	\$65.00
PhD/EdD Instructional Technology	\$30.00	\$30.00
PhD/EdD Instructional Technology <i>online</i>	\$80.00	\$40.00
MSEd in Instructional Technology	\$30.00	\$15.00
MSEd in Instructional Technology <i>online</i>	\$50.00	\$30.00
Literacy Education Bilingual/ELS <i>online</i>	\$40.00	\$0.00
Graduate Certificate Trauma-Informed Counseling <i>online</i>	\$35.00	\$35.00
Educational Research & Evaluation (MSED) <i>online</i>	\$30.00	\$0.00
EdD in Community College Leadership <i>online</i>	\$55.00	\$55.00
MSED in Kinesiology & Physical Education	\$35.00	\$35.00
MS in Sports Management	\$35.00	\$35.00
Executive EdD in Adult & Higher Ed Weekend Cohort <i>online</i>	\$0.00	\$55.00
<u>College of Business</u>		
Graduate Certificate in Accountancy	\$325.00	\$325.00
Master of Accounting	\$325.00	\$325.00
Master of Accounting Science	\$325.00	\$325.00
Master of Science in Taxation	\$325.00	\$325.00
Graduate Certificate in SAP Analytics	\$200.00	\$200.00
Graduate Certificate in Data Analytics	\$200.00	\$200.00
Master of Science in Financial Risk Management	\$400.00	\$400.00
Evening MBA	\$400.00	\$400.00
Global MBA	\$400.00	\$400.00
Graduate Certificate in Management Information Systems	\$200.00	\$200.00
Masters of Management Information Systems	\$200.00	\$200.00
Master of Science in Digital Marketing <i>online</i>	\$0.00	\$400.00
<u>College of Health & Human Sciences</u>		
Master of Speech-Language Pathology	\$150.00	\$160.00
Doctor of Audiology	\$175.00	\$185.00
Doctor of Physical Therapy	\$200.00	\$225.00
Doctor of Health Sciences <i>online</i>	\$500.00	\$513.00
Graduate Certificate in Eating Disorders <i>online</i>	\$105.00	\$105.00
Doctor of Nursing Practice	\$225.00	\$250.00
Master of Public Health <i>online</i>	\$180.00	\$180.00
Nursing Adult, GPCNP <i>online</i>	\$180.00	\$180.00
Master of Family Nurse Practitioner <i>online</i>	\$225.00	\$230.00
Nursing Education <i>online</i>	\$180.00	\$180.00
Nursing Post Masters Certificate <i>online</i>	\$180.00	\$180.00

II. Room and Board Recommendations:

The collection of room and board from students living in University residence halls supports Housing and Residential Services as well as Campus Dining Services operations and related Revenue Bond obligations. Room rate recommendations typically address increased student wage and service contract costs, software support, indirect costs, contractual services, general operating expenses, and debt service payments related to renovations to the residence halls. After looking at many scenarios, the recommendation of the University is two-fold. First, we recommend to increase the single-occupancy room to further differentiate from a multiple-occupancy room. Second, at this time, in order to address student affordability concerns, **the University is recommending a multiple-occupancy room and board rate that represents a zero percent increase in rates for Fiscal Year 2019.** (NOTE: Rates for New Hall and Northern View, the Collegiate Housing Foundation II Project, are considered separately and are not included in this recommendation but are provided for informational purposes only.)

A summary is provided in Table 2 which details each residence hall room and board rate.

Table 2
Fiscal Year 2019 Room and Board Rate Recommendations

FY18			FY19		
LOCATION	RATE		LOCATION	RATE	variance
NEPTUNE HALL			NEPTUNE HALL		
Single-Occupancy	\$ 5,379		Single-Occupancy	\$ 5,633	4.7%
Multiple-Occupancy	\$ 4,750		Multiple-Occupancy	\$ 4,750	0.0%
GILBERT HALL			GILBERT HALL		
Single-Occupancy	\$ 5,927		Single-Occupancy	\$ 6,181	4.3%
Multiple-Occupancy	\$ 5,298		Multiple-Occupancy	\$ 5,298	0.0%
GRANT TOWERS			GRANT TOWERS		
Single-Occupancy	\$ 5,927		Single-Occupancy	\$ 6,181	4.3%
Multiple-Occupancy	\$ 5,298		Multiple-Occupancy	\$ 5,298	0.0%
STEVENSON TOWERS			STEVENSON TOWERS		
Single-Occupancy	\$ 5,927		Single-Occupancy	\$ 6,181	4.3%
Multiple-Occupancy	\$ 5,298		Multiple-Occupancy	\$ 5,298	0.0%
NEW HALL			NEW HALL		
Single-Occupancy (Room Only)	\$ 5,503		Single-Occupancy (Room Only)	\$ 5,503	0.0%
MEAL PLAN ONLY			MEAL PLAN ONLY		
	\$ 1,105			\$ 1,127	2.0%

Other Mandatory Residential Fees

ResNet Access & Support Charge	\$92/semester
Residence Hall Surcharge	\$50/semester

Other Residential Fees

Winter Break Fee	
Prior to deadline	\$42/week or \$150/4 weeks
After deadline	\$56/week or \$200/4 weeks

Living-Learning Communities (Formerly Academic Residential Programs)	\$50/semester
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III. Student Fee Recommendations:

The University has numerous student activities, programs, services and operations that are supported to various degrees by the assessment of dedicated-use student fees. Table 3 provides a summary of fee rates for FY18 and recommendations for FY19.

Excluding the health insurance fee increase, the fees recommended for approval represent a 0.5% decrease for undergraduate students. Fees for graduate and law students are incorporated into the recommended tuition rates. Following Table 3, fee descriptions are provided to describe each fee and the recommended fee rate.

Table 3						
FISCAL YEAR 2019 FEE RECOMMENDATIONS						
	CURRENT FEES FY18		Proposed Change per Credit Hour	PROPOSED FEES FY19		Percent Change
	Per Credit Hour	Semester (12+ Cr. Hrs.)		Per Credit Hour	Semester (12+ Cr. Hrs.)	
Mandatory Fees						
STUDENT SUPPORT SERVICES FEE	\$ 36.82	\$ 441.84	\$ (0.79)	\$ 36.03	\$ 432.36	-2.15%
UNIVERSITY ADVANCEMENT FEE	\$ 26.12	\$ 313.44	\$ 0.56	\$ 26.68	\$ 320.16	2.14%
ATHLETIC FEE	\$ 33.21	\$ 398.52	\$ (0.30)	\$ 32.91	\$ 394.92	-0.90%
ACAD PROGRAM ENHANCEMENT	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
TOTAL IF REGISTERED FOR 12 OR MORE SEMESTER CREDIT HOURS*						
		2017-18 per Semester			2018-19 per Semester	
UNDERGRADUATE		\$ 1,403.80			\$ 1,397.44	-0.50%
* Totals do not include the Health Insurance Fee						
Refundable Fee**						
HEALTH INSURANCE FEE***	NA	\$ 1,038.50		NA	\$ 1,180.00	
** Can be waived with proof of comparable insurance.						
*** For full time students only.						

Fee Descriptions

Student Support Services Fee is comprised of the following charges and **reflects a decrease of \$0.79, from \$36.82 to \$36.03, per credit hour:**

Student Activities and Services Charge supports the student government, student programming, campus-wide programming initiatives (Welcome Days, Homecoming, Open Houses, etc.) and the activities of student recognized organizations. These charges are also allocated to departments to maintain and improve student services. **The University is recommending a \$0.18 decrease from \$4.81 to \$4.63 per credit hour for undergraduate students.**

Holmes Student Center Charge supports the operational costs of Holmes Student Center and student programs provided in the facility. **The charge will remain at \$12.33 per credit hour, with no increase.**

Health and Wellness Charge allows students to use Health Services with little to no direct cost to students and helps fund programming that promotes wellness and healthy lifestyle choices, as well as related state and federally mandated education and awareness campaigns. **The University is recommending a \$0.90 decrease from \$10.27 to \$9.37 per credit hour.** This embraces changes made to this as a result of implementing Program Prioritization recommendations.

Grants-in-Aid Charge supports an institutional, merit-based scholarship program. **The University is recommending an increase from \$0.88 to \$1.38 per credit hour.** This is to reflect the consolidation of this charge with the Student-to-Student charge.

Student-to-Student Charge is dedicated to a needs-based Financial Aid fund for students by which state institutions are eligible for matching funds from the State of Illinois per statutory requirements. **The charge is being consolidated into the Grants-in-Aid charge.**

Campus Recreation Charge is used for financing, constructing, maintaining, and improving new and existing recreational sports facilities and programs, including the sport club operations. **The charge will remain at \$8.03 per credit hour.**

Northern Star has requested, per University procedures, the reinstatement of a fee to support their operations. After discussions and significant student support, the committee is recommending moving forward with a minimal credit hour charge in support of these efforts. **The University is recommending a charge of \$0.29 per credit hour.**

University Advancement Fee is comprised of the following charges and **reflects an increase of \$0.56, from \$26.12 to \$26.68, per credit hour:**

Capital Improvement Charge provides funding for educational and support facilities for students, faculty, and staff in a manner that maximizes the effectiveness of the capital investments, maximizes the use of existing facilities, and promotes orderly, planned campus development. Support for debt service of previously approved projects including west campus improvements and the living and learning initiatives are also included in this charge. **The charge will remain at \$15.15 per credit hour.**

Transportation Access Charge funds the Huskie Bus System, the Huskie Line, parking lot lights, security and maintenance, and the creation of additional parking and transportation services. This charge also supports the University's Huskie Line bus and Freedom Mobile paratransit services. All fee-paying students are eligible to utilize Huskie buses without being charged fares. **he University is recommending a \$0.56 increase from \$10.97 to \$11.53 per semester credit hour.** This increase, 5 percent, is needed to meet obligations of the contract with the vendor that provides student bus services.

Athletic Fee is comprised of the following charges and **reflects a decrease of \$0.30, from \$33.21 to \$32.91 per credit hour:**

Athletic Program Charge supplements the University's diverse athletic programs and provides students with a means to enjoy the athletic events without direct cost to the student. **The University is recommending a \$0.30 decrease from \$22.59 to \$22.29 per credit hour.**

Convocation Center Charge helps fund the operational costs of the Convocation Center and supports student events held in the athletic space utilized by students. **The University is recommending no increase at \$8.22 per credit hour.**

Huskie Stadium Charge helps fund the operational costs of Huskie Stadium and provides support for student activities and programs that are held in the stadium. **The charge will remain at \$2.40 per credit hour, with no increase.**

Academic Program Enhancement and Instructional Surcharge is a flat fee that is assessed in order to meet the ever-emerging demands for cutting edge academic programs and services for NIU students. Critical areas for funding include library journals and books, support for courses in high demand, technology upgrades, as well as support for identified academic strategic planning initiatives designed to strengthen, direct, and further improve academic programs, research, and the academic experience of students. **The University is recommending the charge remain at \$250.00 per semester.**

Health Insurance Fee covers the student health insurance plan that provides comprehensive medical insurance for students. The Health Insurance fee is a flat fee, which provides coverage for all students registered for nine or more credit hours of on-campus instruction, unless proof of comparable health insurance coverage is provided. It should be noted that Spring Semester enrollment in the plan includes summer coverage regardless of whether the student is registered for summer session instruction. This assures year-round health insurance coverage for participating students. **The Student Health Insurance Fee Review Committee is recommending an increase not to exceed \$141.50 from \$1,038.50 to \$1,180.00 per semester.**

Recommendation for Fiscal Year 2019: The University requests the Finance, Audit, Compliance, Facilities and Operations Committee endorse this request for FY19 tuition, fees, and room and board as detailed in Tables 1 – 3, summarized in Table 4 and ask that the President forward it by means of the President's Report to the Board of Trustees for approval at its meeting on December 7, 2017.

TABLE 4				
Fiscal Year 2019 Tuition, Fee, and Room & Board Recommendations				
Annual Cost Summary for Full-Time Students				
NEW UNDERGRADUATE STUDENTS				
	FY2018	FY2019	Change FY18-FY19	
	In-State	In-State	\$	%
TUITION	\$ 9,466	\$ 9,466	\$ -	0.0%
FEES	\$ 2,808	\$ 2,795	\$ (13)	-0.5%
ROOM & BOARD	\$ 10,880	\$ 10,880	\$ -	0.0%
TOTAL	\$ 23,154	\$ 23,141	\$ (13)	-0.1%
Assumptions:				
Full-time for both Fall and Spring				
Excludes Health Insurance Fee				
Renovated Double, Grant, Stevenson, Gilbert				
NOTE: Does not include housing rates at New Hall or Northern View.				
Those rates are set in a separate process.				
NEW AND CONTINUING GRADUATE STUDENTS				
	FY2018	FY2019	Change FY18-FY19	
	In-State	In-State	\$	%
TUITION	\$ 11,905	\$ 11,907	\$ 2	0.0%
TOTAL	\$ 11,905	\$ 11,907	\$ 2	0.0%
Assumptions:				
Full-time for both Fall and Spring				
NEW AND CONTINUING LAW STUDENTS				
	FY2018	FY2019	Change FY18-FY19	
	In-State	In-State	\$	%
TUITION	\$ 21,978	\$ 21,979	\$ 1	0.0%
TOTAL	\$ 21,978	\$ 21,979	\$ 1	0.0%
Assumptions:				
Full-time for both Fall and Spring				

Appendix A

NORTHERN ILLINOIS UNIVERSITY FY18 TUITION, FEE, and ROOM & BOARD COMPARISON TABLE								
	FY18			TUITION		ROOM &	TUITION + FEES +	
INSTITUTION (Location)	Tuition	Ranking		FEES	+ FEES	BOARD	ROOM & BOARD	Ranking
Chicago State University (Chicago)	\$ 8,820	9		\$2,128	\$10,948	11	\$ 8,723	\$ 19,671 12
Eastern Illinois University (Charleston)	\$ 8,760	11		\$2,625	\$11,385	9	\$ 9,360	\$ 20,745 9
Governors State University (University Park)	\$ 9,390	8		\$1,900	\$11,290	10	\$ 8,724	\$ 20,014 11
Illinois State University (Normal)	\$ 11,670	2		\$2,455	\$14,125	2	\$ 9,850	\$ 23,975 5
Northeastern Illinois University (Chicago)	\$ 11,320	3		\$2,356	\$13,676	4	\$ 11,424	\$ 25,100 3
Northern Illinois University	\$ 9,466	5		\$2,808	\$12,274	7	\$ 10,880	\$ 23,154 7
Western Illinois University (Macomb)	\$ 8,541	12		\$2,180	\$10,721	12	\$ 9,630	\$ 20,351 10
Southern Illinois University System								
Carbondale	\$ 9,450	6		\$3,132	\$12,582	6	\$ 10,622	\$ 23,204 6
Edwardsville	\$ 8,772	10		\$2,721	\$11,493	8	\$ 9,481	\$ 20,974 8
University of Illinois System								
Urbana-Champaign	\$ 12,036	1		\$3,832	\$15,868	1	\$ 11,308	\$ 27,176 1
Chicago	\$ 10,584	4		\$3,132	\$13,716	3	\$ 12,050	\$ 25,766 2
Springfield	\$ 9,405	7		\$3,058	\$12,463	5	\$ 11,660	\$ 24,123 4
Tuition and Mandatory Fees/Assessments based on Full-Time Student (30 credit hours)								
Room rates based on multiple-occupancy and unlimited (or comparable) meal plans								
Fees exclude Health Insurance Fees								
Source: Institutional websites as of 11/30/17								

**INTERCOLLEGIATE ATHLETICS & DIVISION OF ADMINISTRATION AND FINANCE
IHSA STATE FOOTBALL CHAMPIONSHIP TICKET AGREEMENT**

Summary: On November 24 and 25, 2017, Northern Illinois University in partnership with the DeKalb County Community Foundation will be hosting the 2017 IHSA State Football Championship games and related events at NIU's Huskie Stadium. This agreement covers the transfer (i.e. pass through) of ticket revenues to the IHSA for the 2017 games. NIU does underwrite basic operating expenses to facilitate this event, which has led to a modest operating loss in recent years. However, the Athletics function is actively engaged with NIU Marketing and Communications in the development of branding strategy, which could affect future enrollment from this target audience.

Background: This year is the third out of five championships to be hosted on NIU's campus according to an agreement that was entered into in 2013. The remaining years in the agreement are 2019 and 2021. The University of Illinois will continue to host the games in Champaign on the alternate years. To facilitate this event, NIU incurs modest operating costs (e.g. high school sanctioned goal post installation, grounds maintenance/cleaning etc.), in addition to having opportunities to generate auxiliary revenue. The expectation is to operate this event as a breakeven proposition.

Funding: Agency Funds

Recommendation: The University requests Board of Trustees approval of expenditure authority for FY18 as follows:

Illinois High School Association..... Not to Exceed \$400,000

FY16 Approval: \$400,000

**INTERCOLLEGIATE ATHLETICS
ATHLETIC APPAREL SPONSORSHIP PACKAGE (FY19-FY23 WITH OPTIONS)**

Summary: NIU Intercollegiate Athletics requires team athletic apparel, footwear and accessories for its 17 men's and women's sports programs, coaches, administrative staff and support staff on an annual basis, and wishes to enter into an exclusive athletic apparel sponsorship agreement with an apparel provider who can outfit all 17 sports programs, who can offer the University the best quality merchandise at the most advantageous pricing structure, and who can offer the University the best overall athletic apparel sponsorship package.

To ensure our best-discount pricing and the most advantageous sponsorship package offering from the awarded vendor, the initial agreement would be for a five-year period of coverage, from FY19 through FY23, with up to an additional five renewal-year options (through FY28). NIU Board of Trustees approval is being sought only for the initial five-year period of coverage. In the event the University wishes to renew the agreement beyond that time frame, additional Board approval would be sought at that time.

Background: NIU Athletics would be granting a yet-to-be-determined sports apparel vendor the exclusive rights to outfit the University's designated sports teams and staff, and would grant the vendor exclusive licensing rights to have their brand (logo) on all designated athletic apparel, footwear and accessories provided by the vendor related to this apparel sponsorship agreement. In exchange for these vendor-benefitting NIU offerings of exclusive licensing rights; NIU purchases of designated apparel, footwear, and accessories; and opportunities for vendor-brand-exposure and advertising, NIU Athletics, in turn, will be receiving its best and most competitive discounted pricing structure as well the best and most beneficial-to-NIU sponsorship package that the vendor can provide. NIU Athletics is also requesting that as part of the vendor's apparel sponsorship package agreement that resulting discounted pricing would also be extended to other NIU Departments as requested.

The most advantageous apparel sponsorship package vendor will be determined as a result of a bid/RFP competitive selection process currently being initiated. Bid/RFP results, however, will not be determined until later this year, at which time a master agreement would need to be executed and purchase orders would need to be issued. Sports apparel industry vendors also typically require sports-team apparel orders to be submitted in October and November for the following fiscal year. Therefore, to allow time to complete the competitive selection process and to select the most advantageous-to-NIU sports apparel provider and athletic apparel sponsorship package, and to meet ordering time-frames, NIU Athletics is seeking NIU Board of Trustees "project" approval to enter into an athletic apparel sponsorship agreement with a vendor yet to be determined. If the contracted vendor is a corporate conglomerate with various divisions, subsidiaries, and/or licensees, purchase orders (or possibly sub-agreements, if required) may be issued to any of the various company names under the bid/RFP-awarded vendor's corporate umbrella.

NIU Athletics' anticipated spend is approximately \$500,000 annually. For the initial five-year period of coverage, Athletics' anticipated approximate spend is \$2.5 Million. Other Department's anticipated spends are unknown at this time. Therefore, we are requesting a combined five-year estimated approval amount of \$3.0 Million for this project. This bid/RFP competitive selection will be advertised in the *Illinois Procurement Bulletin*.

(continued)

Funding: Institutional – Local Funds

Recommendation: The University requests Board of Trustees approval of expenditure authority for FY19-23 as follows:

Vendor yet to be determined..... \$3,000,000

FY14-FY18 Original Approval: \$2,000,000 (plus an additional \$1,000,000 amendment in FY18)

**FY18 INTERCOLLEGIATE ATHLETICS
ATHLETIC APPAREL AMENDMENT**

Summary: An amendment is required to increase the approval amount for the purchase of team athletic apparel, footwear and accessories for its men's and women's sports programs, coaches, administrative staff and support staff. Original project approval, which was an estimate to cover five years, was received in the September 20, 2012, Board Report. In the fifth year of this five-year initial term, actual orders placed require an amendment to the original estimated approval amount. The Request for Proposal, RFP #BML102312, was opened on October 23, 2012. The change order has been advertised on the *Illinois Procurement Bulletin* and has been waived by the Procurement Policy Board.

Funding: Institutional – Local Funds

Recommendation: The University requests Board of Trustees approval of expenditure authority for FY18 as follows:

Adidas America Inc. – Spartanburg, SC

Original Approval Amount \$ 2,000,000

Amendment Amount..... \$ 1,000,000

New Approval Amount \$ 3,000,000

FY14-FY18 approval amount: \$2,000,000

**DIVISION OF RESEARCH AND INNOVATION PARTNERSHIPS MULTI-DISCIPLINARY
SCIENTIFIC INSTRUMENTATION FOR "SHIMADZU PROGRAM FOR ACADEMIC
RESEARCH AND QUALITY OF LIFE" (SPARQ)**

Summary: The NIU vision and mission includes a commitment to engaged learning, research, application of current technology, and a commitment to public purpose that addresses regional, state, national and global challenges and opportunities. To fulfill this mission and to build research capacity, the University must maintain a broad spectrum of analytical scientific instruments that can support student training, faculty and staff research, and facilitate collaboration with, and service to, public and private partners across the region and world. With this request, we are seeking permission to obtain a suite of modern analytical scientific instruments that will replace aging or recently surplus instruments, or which will be completely new to our campus.

Background: We are seeking to purchase over a 5-year period scientific instruments that will enable us to train our students in cutting edge scientific analysis methods that cannot currently be conducted on campus, but which are essential in the 21st century, global marketplace. The order was advertised as a sole source in the *Illinois Procurement Bulletin*.

Funding: Institutional – Local Funds, 41 EZ34901 & Appropriated/Income Funds, 02 EA35069

Recommendation: The University requests Board of Trustees approval of expenditure authority for FY18-22 as follows:

Shimadzu Scientific Instrument – Addison, IL \$2,500,000

FY17 approval: zero – new project

**DIVISION OF INFORMATION TECHNOLOGY – VOICE TRUNKING SERVICES
AND LOCAL DOMESTIC/LONG DISTANCE SERVICE CONTRACT RENEWAL**

Summary: The Division of Information Technology requests the purchase of voice trunking services, local and domestic long distance service, inbound toll free service, and associated fees and taxes during the period April 1, 2018 – March 31, 2019. This purchase is to continue service while NIU goes through the RFP evaluation process for a new telephony solution. This is the only renewal option available based on a sole source purchase posted on the *Illinois Procurement Bulletin* under reference #CAB022817.

Funding: Institutional – Local Funds, 41 UE58184

Recommendation: The University requests Board of Trustees approval of expenditure authority for FY18-19 as follows:

Frontier North – Sycamore, IL \$305,000

Amount Approved for FY12-17 (Nov 2011 – Nov 2016): \$1,500,000

Amount Approved for FY17 (Dec 2016 – Mar 2017): \$79,900

Amount Approved for FY17-18 (Apr 2017 – Mar 2018): \$305,000

NIU OUTREACH – PROFESSIONAL SERVICES SUBCONTRACT AMENDMENT

Summary: The Illinois Critical Access Hospital Network (ICAHN) provides supplemental direct assistance to Medicaid providers and extends coverage of support across the state of Illinois. NIU Outreach has subcontracted with ICAHN to work on an Illinois Department of Healthcare and Family Services (HFS) grant project titled NIU Illinois Health Information Technology Regional Extension Center. The project provides support to Illinois Medicaid providers in achieving meaningful use and earning Electronic Health Record Medicaid Incentive Payment Program (eMIPP) incentive payments. The HFS grant was delayed due to additional time needed for review by State House leadership, and as a result the contract must be amended in the amount of \$20,000.00

Background: ICAHN provides subject matter expertise to assist critical access hospitals, clinics and physician practices in the process of adopting, implementing or upgrading a certified electronic health record system and reaching meaningful use of electronic health record systems. Based on the original anticipated contract period which was subject to the start of the HFS grant, President's approval was given on October 2, 2015 which originally stated the contract period as 7/1/2015 – 6/30/2017 (24 months). However, the HFS grant was not activated until 1/1/16 and runs through 11/30/17 (23 months). Because of the 6-month delay in starting the HFS grant, additional work was required by ICHAN which increased the total contract amount from \$240,000 to \$260,000. The duration of the contract period was reduced by 1 month, however, additional approval is requested to increase the total to \$260,000 through November 30, 2017. ICAHN costs are 100% covered by the HFS grant. This order is exempt from the Illinois Procurement Code according to 30 ILCS 500 / 1-13(b)(8) [activities under grants].

Funding: Sponsored Projects, G4B67550

Recommendation: The University requests Board of Trustees approval of expenditure authority for FY16-18 as follows:

Illinois Critical Access Hospital Network – Princeton, IL

Original Approval Amount \$ 240,000

Amendment Amount..... \$ 20,000

New Approval Amount \$ 260,000

FY16-18 Approval Amount: \$240,000

HOLMES STUDENT CENTER - PHASE I RENOVATION CAPITAL PROJECT

Summary: Since receiving approval to proceed with the design for the Holmes Student Center renovation design in June 2016, significant effort has been expended to (1) assemble a team of architects, engineers, specialty consultants, and University student and staff representatives, and (2) develop an affordable and impactful design for the ground floor area. After numerous meetings, discussions, and review sessions, the design is essentially complete with a focused concentration on restructuring the ground floor area to create a welcoming open space for traffic flow and lounge areas. The additional reconfiguration of the food and retail operations, opening up the south wall to MLK Commons, and reintroduction of Student Association activities will help reinvigorate student involvement in the student center.

Background: An accompanying presentation will provide a visual of the final design layout and similar information is being advertised at <http://niu.edu/hsc/renovation/index.shtml> to help build excitement for the upcoming improvements. The contracted design team is beginning to shift work effort towards the development of the contractual solicitation documents to advertise for the construction phase of the project. The intended timeline is to be able to begin construction activities as the space can be vacated at the end of the spring semester (May 2018).

To help ensure the project remains affordable within the limits of the available total \$20M authorized, about \$1.2M of improvements have been identified as optional bid items. These items may or may not be executed during the construction phase depending on the bidding climate for the project.

Funding: Bond Series 2010 Funds – Build America Bonds

Recommendation: The University requests Board of Trustees authorization to proceed with construction advertising, contract awards, and subsequent construction activities for the project. Updates will be provided with subsequent progress reports.

**HOLMES STUDENT CENTER RENOVATION
NATIONAL RETAIL FOOD VENUES
FRANCHISE APPROVAL**

Summary: Leveraging the popularity and attraction of national food/coffee brands is an important element for revitalizing and reactivating the ground floor under the Holmes Student Center renovation project. These food offerings will enhance the atmosphere and environment of the newly renovated space, and will improve retail food options in central campus. Additionally, these new upgraded food operations will be integrated with the campus-wide dining strategy and become meal plan options for patrons.

Background: The brand/food types for Holmes Student Center retail operation will be selected to best conform to a campus-wide dining strategy which strives to balance the best mix of food options across the various dining halls and retail food locations. Surveys conducted during the conceptual design efforts for the Holmes Student Center renovation indicated desires for a mix of national and unique/local food brands, as well as a mix of food options. The concept envisioned for the Holmes Student Center will feature two national brands venues in addition to transforming the Blackhawk Café into a Sports Grill concept. The resulting dining options will be synergistic with the renovated environment encouraging patrons to relax, interact, and recreate. All necessary equipment and construction costs are part of the overall budget approval granted for the renovation project.

National brand coffee franchise license	\$30,000
Estimated royalties (8% on estimated \$650K annual sales) over 10-year term	<u>\$520,000</u>
	\$550,000
National brand food franchise license	\$15,000
Estimated royalties (6% on estimated \$500K annual sales) over 10-year term	<u>\$300,000</u>
	\$315,000

Funding: Institutional – Bond Revenue Operating Funds

Recommendation: Board of Trustees approval is requested for authority to enter into franchise agreements with selected firms for a term not to exceed ten (10) years. While actual franchise royalty payments will depend on sales, the overall magnitude of this initiative over the agreement term is estimated to be \$550,000 for the coffee shop and \$315,000 for the food venue.

REQUEST FOR DELETION OF CENTER

Public university governing boards have the final authority to delete Centers. Most often, these requests are initiated by faculty within the Centers and are brought to the Academic Affairs, Students Affairs and Personnel Committee of the Board of Trustees after receiving approvals from the college(s) in which they are housed and the vice president for research and innovation partnerships, and with the concurrence of the executive vice president and provost. The deletion of a Center is reported to the Illinois Board of Higher Education (IBHE) in the Annual Listing of Changes after receiving approval by the governing board of a public university.

Deletion of the Center for Biochemical and Biophysical Studies

Description: The Center for Biochemical and Biophysical Studies (CBBS) is an IBHE approved Center within the College of Liberal Arts and Sciences. The university proposes to delete the Center.

Rationale: CBBS was placed in category three, candidate for reduction in resources, by the Program Prioritization Academic Task Force in May 2016. Following a comprehensive review of the Center in 2016-2017, the proposed deletion of the CBBS was initiated by faculty within the Center. The faculty will move forward with the dean and vice president for research and innovation partnerships in the development of newly formed independent research groups as deemed appropriate.

Recommendation: The Academic Affairs, Student Affairs and Personnel Committee endorsed this request and ask that the president forward it by means of the President's Report to the Board of Trustees for approval at its next full Board of Trustees Meeting on December 7, 2017.

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Deletion of the Institute for Nano Science, Engineering and Technology

Description: The Institute for Nano Science, Engineering and Technology (InSET) is an IBHE approved Center within the College of Liberal Arts and Sciences. The university proposes to delete the Center.

Rationale: InSET was placed in category three, candidate for reduction in resources, by the Program Prioritization Academic Task Force in May 2016. Following a comprehensive review of the Center in 2016-2017, the proposed deletion of the CBBS was initiated by faculty within the Center. The faculty will move forward with the dean and vice president for research and innovation partnerships in the development of newly formed independent research groups as deemed appropriate.

Recommendation: The Academic Affairs, Student Affairs and Personnel Committee endorsed this request and ask that the president forward it by means of the President's Report to the Board of Trustees for approval at its next full Board of Trustees Meeting on December 7, 2017.

FISCAL YEAR 2017 REPORT ON FACILITIES AND INFRASTRUCTURE CAPITAL INVESTMENT ACTIVITIES

Overview

This report reviews and summarizes a holistic capital investment perspective based on the layered investment strategy of maintenance, major repairs, and mission enhancement (formerly described as discretionary) capital improvement projects. A historical view is presented from information collected from Fiscal Year 2000 through Fiscal Year 2017. This view is also categorized by the two major classifications of campus buildings as noted below. This differentiation is critical to understanding the source of funds required to support each type of building and the supported University operation.

- General Revenue: Consists predominantly of academic and administrative operations, associated buildings and proportional supporting infrastructure. This roughly represents about \$1B of Plant Replacement Value (PRV) which serves as a common denominator for comparing buildings.
- Auxiliary/Bond Revenue: Consists predominantly of athletics, housing/dining, recreation, and Holmes Student Center operations, associated buildings, and proportional supporting infrastructure. This also roughly represents about \$1B of PRV.

The format of this report has been modified from prior annual capital reports to (1) provide a more strategic view of all investments made in the facility assets, (2) present a perspective on the level of investment required, and (3) make an initial attempt at illustrating the overall health of the campus physical plant. A traditional reporting description of capital projects is provided in appendix A showing highlights of significant actions approved between FY12 and FY17. Appendix B is the semi-annual accounting of all current active projects >\$100,000. These appendices do not provide strategic perspective with the information provided, but help illustrate examples for the types of work supported by the various investment categories.

Information presented represents a best effort at collecting and interpreting historical financial data into a meaningful format and developing an investment strategy/model to guide future focus. Improvements and refinements are anticipated for subsequent reports as data is better characterized with future investments. A simple facility investment model is described and utilized as a method of rough comparison to industry standards. In the future, as staffing capacity allows, investment level comparisons to other universities may be possible with refined and reliable data that can be shared.

Maintenance Investments

Maintenance is fundamental investment required to keep facilities operational and functional. The actions represented in this investment category include (1) preventive maintenance (PM) which help ensure building systems function for the intended life, and (2) corrective repairs which allow for smaller critical (and sometimes interim) repair actions to keep the building functioning on a daily basis. A key strategy being implemented to help ensure available funding is utilized in the most effective manner, is the development of a formal PM program. The FY17 effort to document and track PM requirements for about 2,821 individual items represents the steady progress planned to continue through FY19, as shown in figure 1 below.

As more data fidelity is added to this critical maintenance function, more definitive work plans can be developed to clearly understand the staffing and material support required to accomplish these work

requirements. Once fully implemented, future annual reports can begin to demonstrate the extent available resources will be able to support PM actions. A properly supported PM program will reduce the chances of unplanned failures and minimize disruptions on the campus.

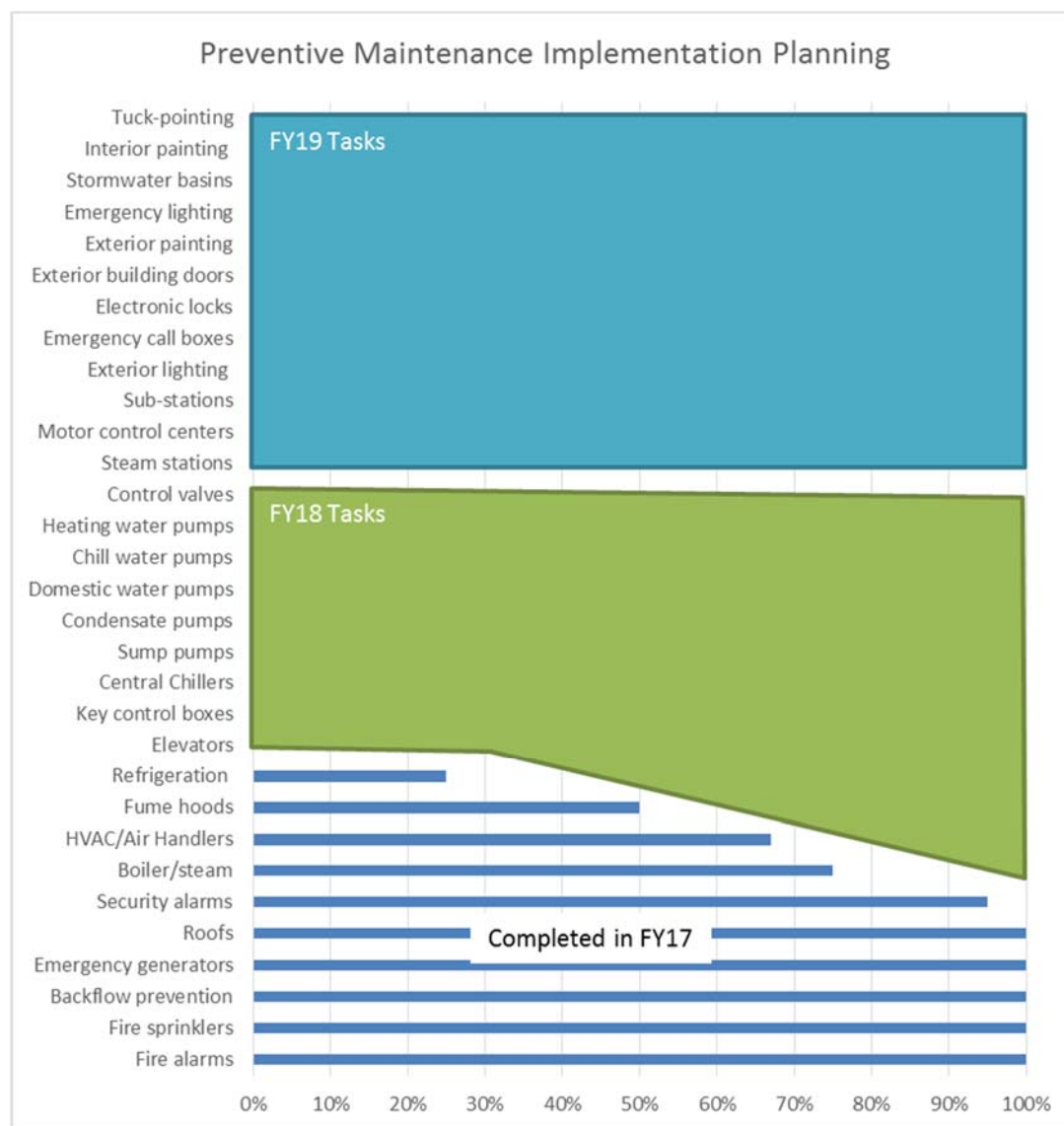


Figure 1

How much should be invested in maintenance depends on the necessary PM actions and historic levels required to address small corrective repairs. Presented in figure 2 below, is a historical view of maintenance investment made on general revenue facilities/infrastructure between FY00 through FY17. Utilizing a percentage of a plant's replacement value (PRV) as a basis for comparison and considering the effort underway for improving overall PM efforts, 0.5% approximates the target investment for the General Revenue portion of the University's campus. This is an investment area that can be affected by the reduced State appropriations.

In general, the University has expended a significant effort to increase General Revenue maintenance investments over the past 18 years. From a low point in FY03 of just under \$1M, this investment has

increased nearly 4 times to create a respectable investment level for this fundamental layer of facility sustainment. In FY17, this funding level dipped to \$3.1M due to the need to weather the uncertainty of state funding between FY16 and continuing into FY17. For FY18, the projected level of investment remains conservative at only \$3.8M due to continued uncertainty with future State funding support.

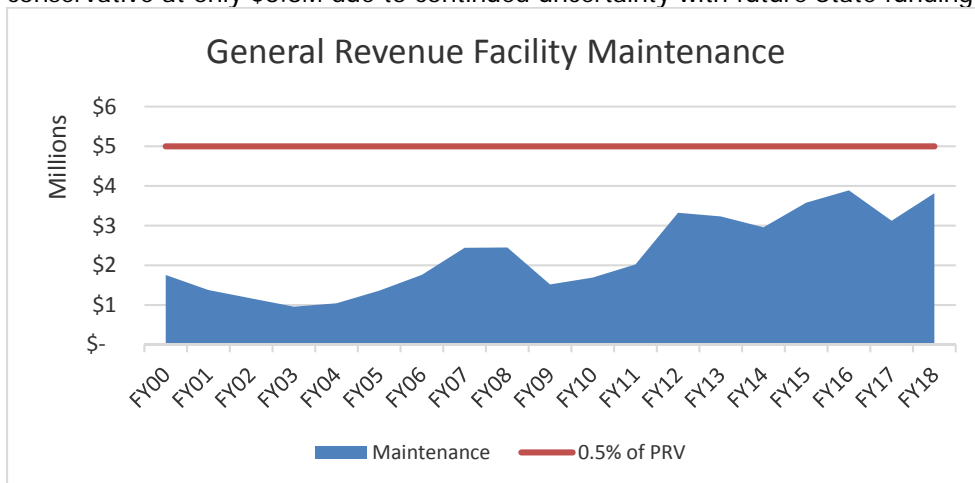


Figure 2

In a similar manner, the facility maintenance investment supporting Auxiliary/Bond Operations was plotted in figure 3. This shows an overall improved level of investment over this same period as compared to General Revenue investments which may be due to less volatility in funding support as the typical bond-based financing terms require more attention to protecting these facility assets. Similarly, as shown for the General Revenue maintenance, the rough target for Aux/Bond maintenance is 0.5% of PRV. While this level of maintenance investment had been reached in FY09 and FY13-15, recent maintenance investment levels in FY17 and projected for FY18 have reduced due to overall budgetary pressures caused by enrollment decline.

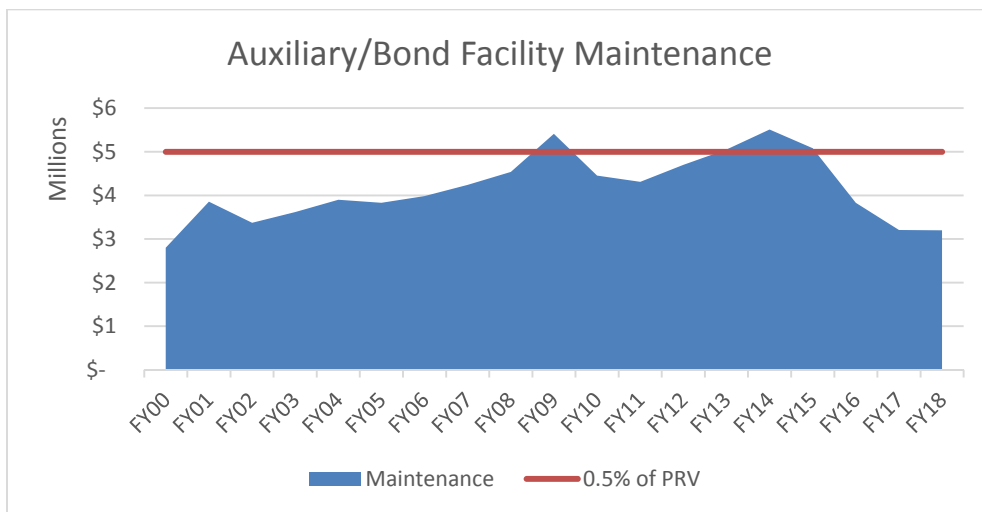


Figure 3

Major Repair Investments

Major repairs are the next critical investment priority after maintenance. Major repairs commonly include

significant restoration/replacement of building components to return the system to near original operating capability. The combined investment of both maintenance and repair is key to maximizing a facility's service life. The investment model utilized for this report to assess the University's facility investment situation was a simple algorithm which measures the maintenance and repair investment as a percentage of overall Plant Replacement Value. In this model, 2% is viewed as a reasonable investment level to sustain facilities for their intended life span when facility management experts generally agree that investment levels of between 2% and 4% are required depending on the type of facility, level of use, and current state of deferred deficiencies. If investments are made too low, the backlog of deferred requirements continues to build as deficiencies accumulate, and overall repairs become more costly to restore to acceptable conditions as deficiencies worsen.

Viewing the campus under the General Revenue and Auxiliary portions as shown previously, each portion of the campus represents about \$1B of PRV for a total of \$2B. A 2% investment in maintenance and repair would amount to a total of \$40M total, or \$20M for each portion. In figure 4, the complete maintenance and repair General Revenue investment history is presented and, on average, the investment level has been only 0.4% despite the inclusion of sporadic support of State repair funding. A minor investment surge occurred between FY12-FY16 which breached the 0.5% level with the help of some state renewal funding. Significant projects in this period consisted of repairs to the underground electrical infrastructure, repairs outdated fire alarm systems, repair/replacement of emergency generators, and roof replacements for seven campus buildings.

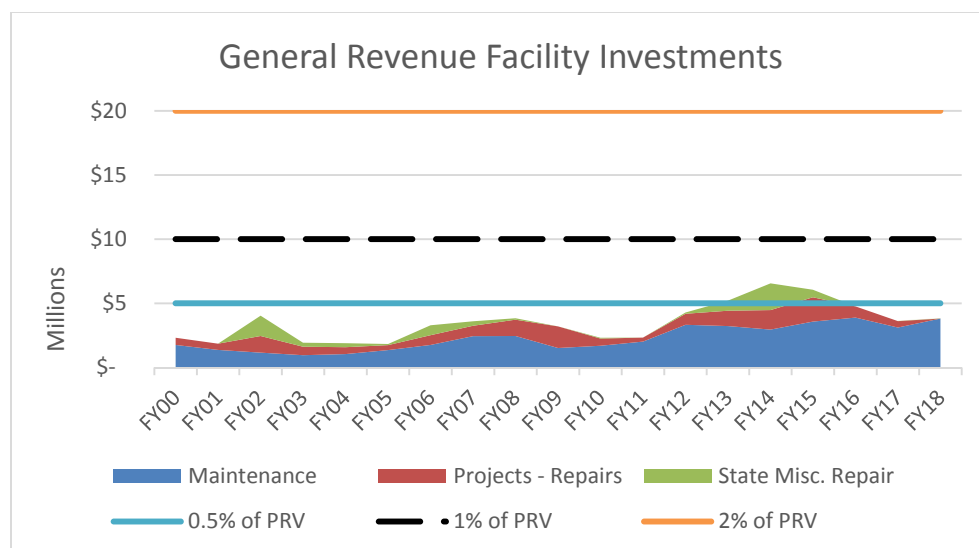


Figure 4

This level of historic and current level of investment has not been sufficient to keep up with the constant accumulation of facility deficiencies. While reaching a 2% investment level may not be financially feasible at this time, an interim investment target of 1% might be attainable with a reasonable level of focused State funding assistance. FY17 General Revenue investments fell short of the 2% industry standard by \$16.4M and fell short of the 1% interim investment target by \$6.4M.

To illustrate the impact of this long-term maintenance and repair underinvestment, a subjective condition assessment was developed for the inventory of General Revenue buildings using a grading scale as shown in table 1. While recognized as not a precise assessment of overall building condition, it does help illustrate the magnitude of concern and how conditions are likely to worsen if continued under investment occurs. A higher fidelity accounting of facility conditions can typically cost >\$200K and could not be justified at this

time.

Building Condition Grading Spectrum: Table 1

Red (R)	Building or portions of building is not currently habitable without repair investment.
Yellow-Low (Y-L)	Building has significant repair needs that will impact mission within a year.
Yellow-High (Y-H)	Building in generally good condition with significant repair needs that may impact mission in 1-2 years.
Green-Low (G-L)	Building in generally good condition with some indication of significant repair needs in 2-3 years.
Green-High (G-H)	Building in good condition with normal maintenance/minor repair needs. Little risk to mission.

In figure 5 below, the condition of 62 General Revenue buildings is shown by overall count where each building is equally represented and then shown by square footage area. The representation by area is a more realistic view of the overall campus condition and demonstrates how over 2/3 of the General Revenue building space is at risk of needing significant repairs within a 2-year horizon to remain adequately mission capable. Continued underinvestment in maintenance and repair will cause this picture to worsen as more buildings become either unoccupiable or accumulate more deficiencies that increase the risk of mission impact. The red condition represents Adams Hall which is not occupied on the upper floor due to water infiltration and elevator repair deficiencies. Other buildings may be coming close to the threshold of not being able to support the intended mission.

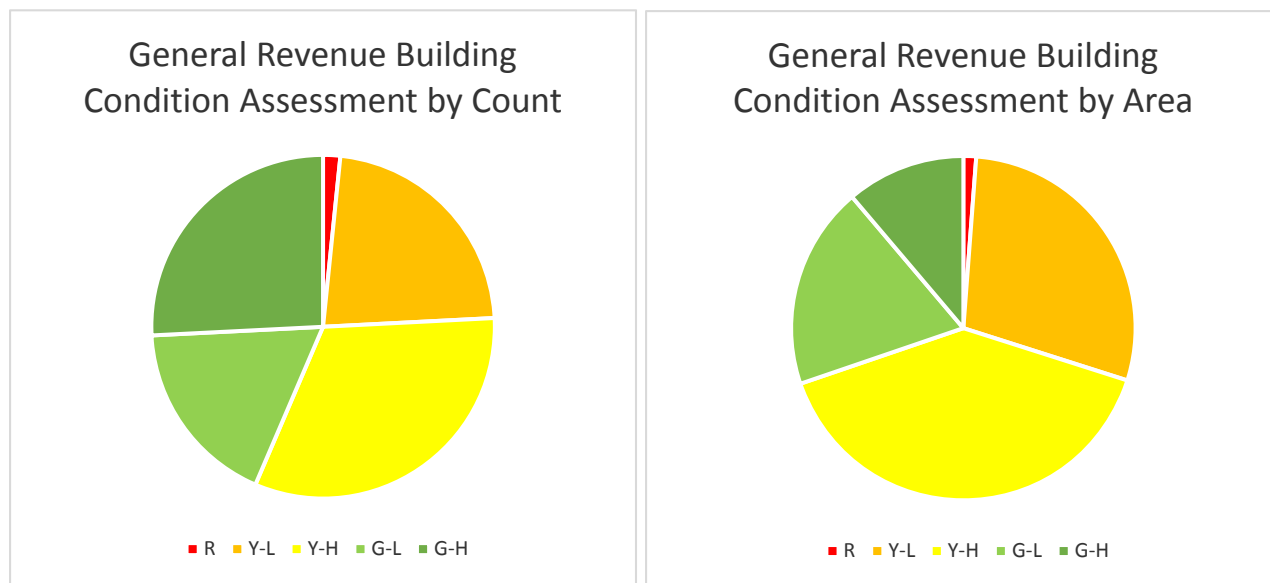


Figure 5

In a similar manner, the total facility maintenance/repair investment supporting Auxiliary operations was plotted in figure 6. On average, particularly with an investment spike in FY13-FY14 supported by Build America Bond financing, this investment level comes to 0.6% as opposed to the General Revenue investment level of 0.4%. As previously addressed under the construct of the 2% of PRV investment model, FY17 Aux/Bond investments fell short of the 2% industry standard by \$14.5M and fell short of the 1% interim investment target by \$4.6M.

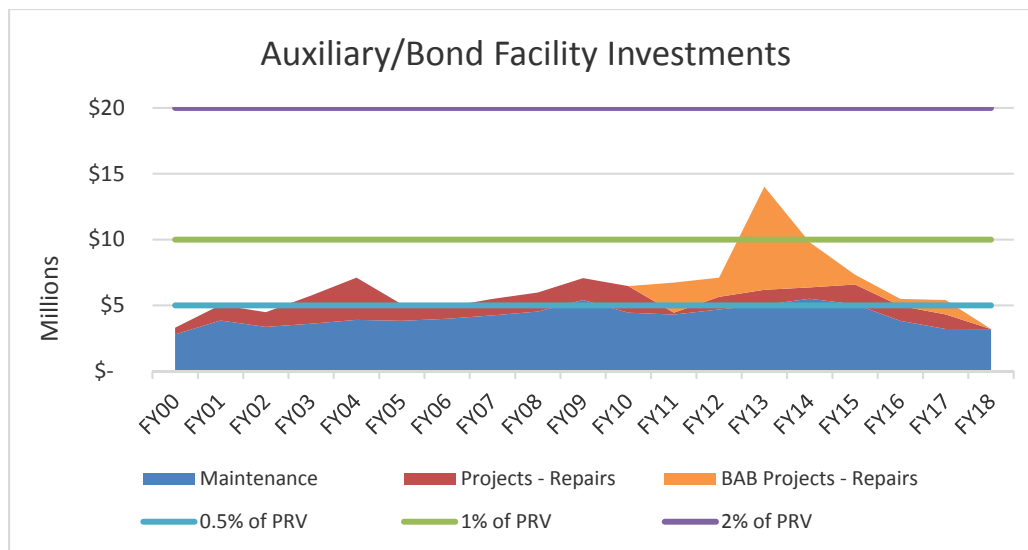


Figure 6

The investment surge in FY13-14 period supporting Aux/Bond structures included repair efforts such as electrical infrastructure improvements, parking lot patching/repaving, steam line/tunnel repairs, painting and roof replacement at the Recreation Center and Holmes Student Center.

In figure 7 below, the condition of 31 Auxiliary/Bond Revenue buildings are shown by overall count where each building is equally represented and then shown by square footage area. The representation by area is a more realistic view of the overall condition and demonstrates how over 1/2 of the Aux/Bond building space is at risk of needing significant repairs within a 2-year horizon. Continued underinvestment in maintenance and repair will cause this picture to worsen as more buildings become either unoccupiable or accumulate more deficiencies that increase the risk of mission impact. The red condition represents the Lincoln Hall residential complex which is currently not capable of being utilized due to the state of deterioration. Given the reduced need for residential housing, Lincoln Hall represents an opportunity to right size the housing footprint through a future demolition effort.

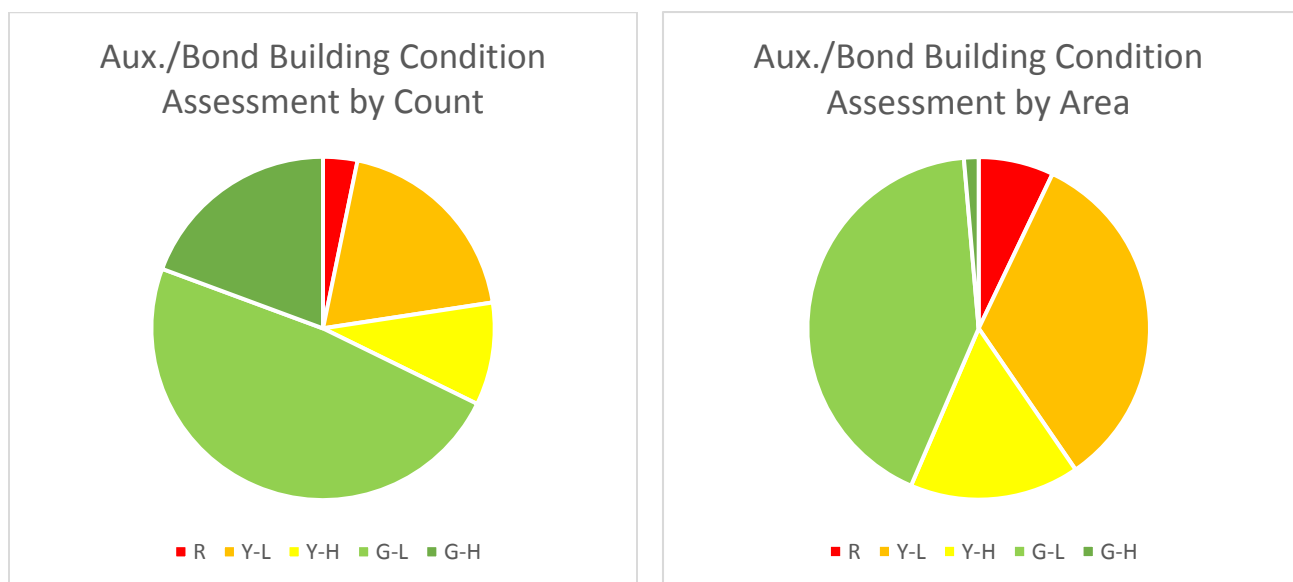


Figure 7

Mission Enhancement Investments

Mission enhancement investments in facilities are defined as improvements that do not have a significant direct impact on sustaining a building for its intended life span. This could include updates to a building's appearance, reconfiguring spaces to better accommodate the supported mission, or adding other capabilities not previously present in the structure. While still important investments for enhancing a building's appeal and general functionality, this category is differentiated from the maintenance/repair investments which are meant to sustain facilities.

Mission enhancement investments in General Revenue buildings are plotted in figure 8 below. The % of PRV investment model is shown as a reference for the magnitude for this investment, but should not be construed as contributing towards the 1% or 2% maintenance and repair investment targets. While these mission enhancement investments may have been important for updating, modernizing, or generally improving the building's mission support, they are not significantly contributing towards the sustainment of the building. As a comparison, the General Revenue mission enhancement investments averaged about \$3.9M over this 18-year period. This equates to about 0.4% of the PRV which is approximately the same investment level made for maintenance and repairs. Mission enhancement investments for FY17 consisted mostly of the state-funded Stevens construction project which is anticipated to complete in FY18. Some investment was provided to support accreditation improvements for the College of Law and smart classroom improvements in the Monsanto building for the College of Health and Human Sciences.

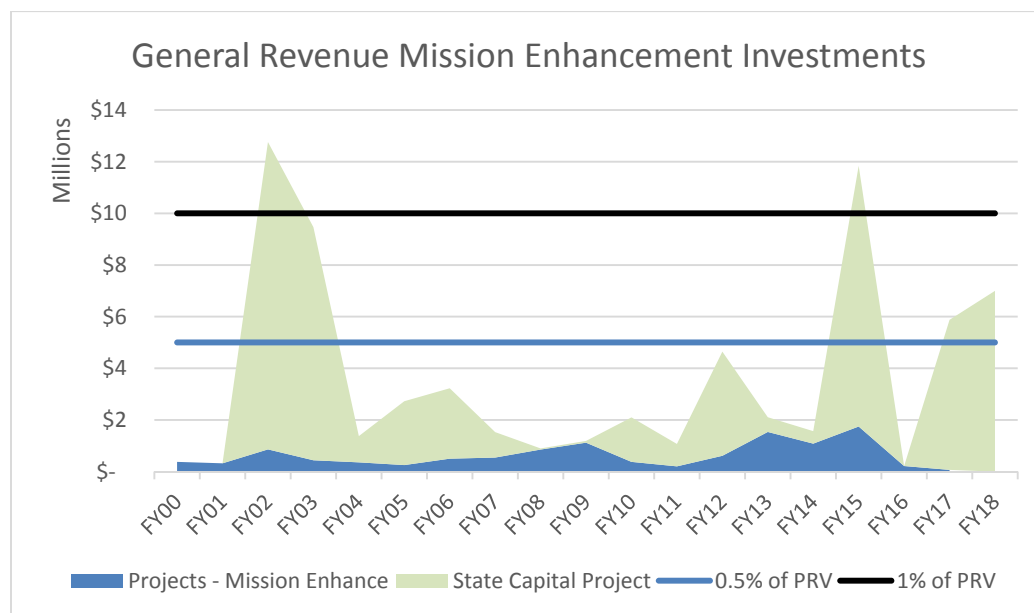


Figure 8

Mission enhancement investments in Auxiliary/Bond Revenue buildings are plotted in figure 9 below. Again, the % of PRV investment model is shown as a reference only to illustrate the magnitude for this investment. In this comparison, the Aux/Bond Revenue mission enhancement investments averaged about \$4.5M annually over this 18-year period¹. This equates to about 0.5% of the PRV which is slightly lower than the maintenance and repair investment of 0.6%. This level of investment in the Aux/Bond portion of the campus

¹ The financed construction investment of the New Residential Hall was not able to be incorporated into this historical assessment at this time and will be evaluated in future assessment reports as more information is gathered.

during the FY11-FY16 period was spurred by the financing from the Build America Bonds which contributed towards projects such as the Gilbert Hall renovation, Grant North Towers renovation, build-out of the College Grind in Holmes Student Center, Outdoor Recreation Center construction, fire sprinkler installation for Stevenson Hall, and the Lucinda Ave extension following the Douglas Hall demolition. The remaining Build America Bond availability is planned to be significantly utilized by the Holmes Student Center ground floor renovation anticipated to begin May 2018.

Aux/Bond mission enhancement investments for in FY17 were greatly reduced compared to previous years and consisted mostly of improvements made to enhance electronic security controls for Holmes Student Center and IT infrastructure improvements for expanding wireless capability.

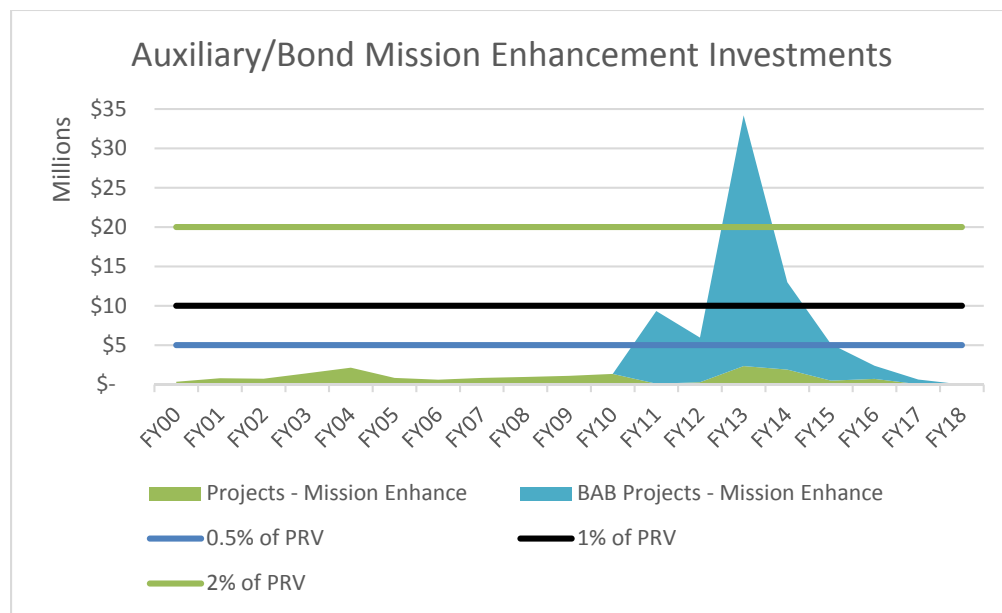


Figure 9

Conclusion

This report represents a fundamental shift in how the University is viewing facility investments and the overall health of the campus physical plant. The extended period of systematic underinvestment, shown in this report, has removed much of the flexibility facilities might typically have to endure periods of low funding support through deferred repairs with interim patches. Older facilities have endured this strain longer than newer facilities and will be the structures that exhibit the more significant future failures that may cause mission impacts. As more “repair attention” must be paid to these pending failing building systems, sacrifices are likely to be made by deferring repairs to the newer structures which tends to continue the overall cycle of deterioration rather than sustain a consistent level of overall condition across an inventory of buildings.

Efforts have been underway to explain this dire investment requirement to various state leaders in the hopes of convincing them of the need for some reasonable level of maintenance/repair investment support. Additionally, the University has been systematically prioritizing maintenance and repair needs above mission enhancement investments, where possible. For FY17, as shown in figure 10, this intended prioritization favoring maintenance/repair was skewed in the General Revenue category by the State-funded construction project rebuilding the Stevens building. While a much needed and long awaited improvement for this

building, a concentrated investment in one building at the cost of not being able to execute critical repairs for numerous buildings around campus is not a sustainable practice.

While this prioritization of maintenance/repair over mission enhancement looks better in FY17 for the Aux/Bond portion of the campus, this picture will also be skewed in FY18 as a significant investment is begun in the Holmes Student Center. To clarify, the investment in mission enhancement improvements are a needed component of a comprehensive facility investment strategy, but this must be balanced with the critical need for an appropriate level of maintenance and repair investment to sustain the overall health of the physical plant.

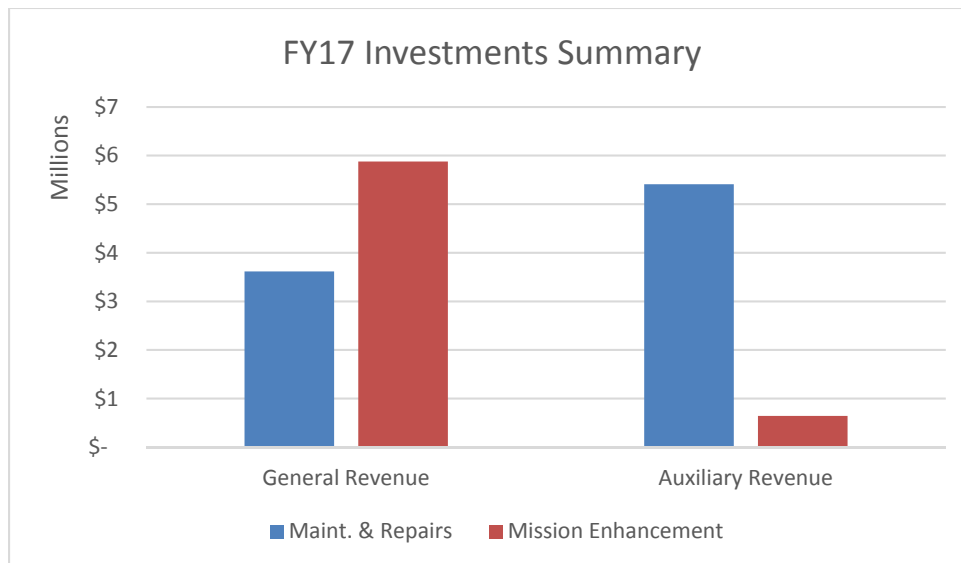


Figure 10

Appendix A

Historical Highlights of Approved Projects

In Fiscal Year 2010, the Board approved three projects in excess of \$1.0 million: \$22 million for the renovation of Stevens Building, \$6 million for the renovation of Cole Hall, and \$2 million for a new lecture hall to be part of the Cole-Stevens Complex. There were no project approvals between \$500,000 and \$1,000,000. There were four project approvals between \$100,000 and \$250,000 that totaled \$643,498 and 19 projects under \$100,000 were approved. There were eleven repair and remodeling projects approved for research, learning, classroom, and support spaces. Included in those eleven projects were four smart classroom remodeling projects.

In Fiscal Year 2011, the Board approved seven projects in excess of \$1.0 million: \$85.76 million for projects related to Campus Non-Instructional Modernization and Capacity Improvement, \$7 million for the renovation of parking facilities, \$5.24 million for a new Outdoor Recreation Facility, \$3.00 million for Grant Tower Renovation Phase I, \$2.88 million for Electrical Infrastructure upgrades, \$2.69 million for Stevenson Fire Sprinkler System and \$1.74 million approval of CDB Funds for Roof Replacement on seven general revenue buildings. There was one project between \$500,000 and \$1,000,000: \$970,000 was approved for the roof replacement at Holmes Student Center. There were two project approvals between \$250,000 and \$500,000 that totaled \$692,000: \$365,000 for Campus Alert Phase II, and \$327,000 to repair the building envelope at Lincoln Hall. There were three project approvals between \$100,000 and \$250,000 that totaled \$601,932 and twenty-seven projects under \$100,000 were approved. There were ten repair and remodeling projects approved for research, learning, classroom, and support spaces.

In Fiscal Year 2012, the Board approved two projects in excess of \$1.0 million: \$3.30 million for Huskie Stadium scoreboard, \$1.80 million for campus 100% wireless coverage. In addition, the Capital Development Board approved a budget increase of \$2.90 million for Stevens Building Renovation. There was one project between \$500,000 and \$1,000,000: the CDB approved a budget increase of \$572,600 for roof replacements on seven campus buildings. There was one project approval between \$250,000 and \$500,000: \$385,000 for Campus Alert Phase III. There were ten project approvals between \$100,000 and \$250,000 that totaled \$1,799,048, there were twenty-seven projects under \$100,000 approved, fourteen of which were under \$25,000. There were eight repair and remodeling projects approved for research, learning, classroom, and support spaces. Notable projects include the new DOD super computer for Computer Science, 100% wireless coverage for campus, three smart classrooms and a new laboratory for Computer Science.

In Fiscal Year 2013, the Board approved two projects in excess of \$1.0 million: \$2.58 million for Electrical Infrastructure and \$1.25 million for Campus Alert Systems. In addition, Campus maintenance projects totaled \$1.65 million for general campus improvements. There was one item between \$500,000 and \$1,000,000 approved by the Board: \$650,000 for new electronic advertising fascia boards at Huskie Stadium. There was one project between \$250,000 and \$500,000: \$270,985 for emergency repairs of the entry plaza/mechanical room deck at Montgomery Hall. There were fifteen project approvals between \$100,000 and \$250,000 that totaled \$2,430,729 and there were twenty-three projects under \$100,000 approved, nine of which were under \$25,000. There were ten repair and remodeling projects approved for research, learning, smart classroom, and support spaces. Notable projects include the new entry door system for Founders Library, four smart classrooms and a renovated temporary Anthropology lab space for use during the renovation of Stevens Building.

In Fiscal Year 2014, the Board approved two projects in excess of \$1.0 million: \$2.25 million for a new Public Safety radio system and \$1.38 million for Electrical Infrastructure. In addition, Campus maintenance projects totaled \$1.59 million for general campus improvements. There was one project between \$250,000

and \$500,000: \$450,000 for new “beta version” small bus transit system for central campus. There were ten project approvals between \$100,000 and \$250,000 that totaled \$1,685,620 and there were fifty projects under \$100,000 approved, thirty of which were under \$25,000. There were twenty repair and remodeling projects approved for research, learning, smart classroom, and support spaces. Notable projects include three smart classrooms, the new walk-in cooler for Geology research in Davis Hall and a new computerized video message board system for the College of Education.

In Fiscal Year 2015, the Board approved one project in excess of \$1.0 million: \$1.5 million for planning the renovation of Holmes Student Center and Neptune Residential Complex. There were two projects over \$500,000: Grant Central Roof Replacement at \$812,000 and renovation of the Animal Research Facilities located in Psychology / Computer Science and Montgomery Hall at \$850,000. Maintenance project approvals totaled \$3.03 million for general campus improvements with an additional \$373,071 approved for two emergency repairs. There were five projects between \$250,000 and \$500,000. Most notably two projects at Huskie Stadium: \$460,000 for a new turf field and \$300,000 for additional LED advertising ribbon boards. There were twenty-one project approvals between \$100,000 and \$250,000 that totaled \$4,760,342 and there were forty-nine project approvals under \$100,000, thirty were under \$25,000. There were seventeen repair and remodeling projects approved for academics, research, smart classrooms, and support spaces. Notable projects include the renovation of the Animal Research Facilities for Psychology and Biology, nine smart classrooms and classroom upgrades, additional compact storage for the Anthropology Museum, the first electric car charging station on campus, and this year one new facility was added, a new salt shed for Grounds Department to help manage purchasing and storing of winter de-icing salt.

In Fiscal Year 2016, the Board approved three projects in excess of \$1.0 million: The reallocation of \$20 million in Build America Bonds for the renovation of Holmes Student Center, \$1.9 million for renovation of New Hall Dining and Residence, \$1.25 million to replace the roof of Gabel Hall. There were five projects over \$400,000: \$750,000 for Grant Steam Vault, \$700,000 for the Boiler Assessment and Phase I Design, \$625,000 for Stevenson Towers Roof Replacement; \$440,000 for Lucinda Avenue Realignment; and \$400,000 for DuSable Steam Vault Repairs. There were four projects between \$200,000 and \$400,000. Most notable was the repair of the heating system for the Child Development Lab for \$246,300. There were twenty-three project approvals between \$25,000 and \$200,000 that totaled \$1,446,620 and there were twenty-eight projects under \$25,000 approved. There were twelve projects approved for General Revenue buildings. The majority of these projects were major repairs to critical building systems such as heating, ventilating, air conditioning, leaking roofs and deteriorated walls.

In Fiscal Year 2017, the State Budget impasse and the Universities budget constraints played a major role in the number and dollar value of capital projects approved in Fiscal Year 2017. The Board approved only one project over \$1.0 million: the reallocation of \$5.4 million in Build America Bonds to begin remodeling, maintenance, repairs and updates to Neptune Residential Complex. There were only two projects over \$250,000: \$750,000 for Grant South Steam Vault replacement and \$500,000 to facilitate and complete the move-in to Stevens Building. The anticipated completion of Stevens by the State of Illinois Capital Development Board is spring 2018. There were six projects between \$100,000 and \$250,000 that totaled \$1,073,400.00 and six projects between \$50,000 and \$100,000 that totaled \$424,200.00. There were 52 projects between \$1,200.00 and \$50,000 totaling \$850,275.00. Total investment in Fiscal 2017 was 67 projects totaling \$8,997,875.00 in approvals. There were nine boiler, heating plant, steam tunnel, steam piping, and valve related repairs. Five other projects also related to mechanical systems and equipment on campus were completed. There was one major emergency repair to the water main at Neptune Residential Complex.

Appendix B

Semi-Annual Progress Report of Active Capital Projects with a budget over \$100,000

All projects listed herein were previously approved by the Board of Trustees or the President and are currently in process. The Authorization Date is identified for all NIU-funded projects; the fiscal year is identified for all CDB-funded projects. Status reports are provided on any project, regardless of initiation date, until all work has been completed and all payments have been made.

CAPITAL DEVELOPMENT BOARD PROJECTS

I. Projects in the Planning Phase

N/A

II. Projects in the Design Phase

N/A

III. Projects in the Construction Phase

A. Remodeling and Rehabilitation

1. Stevens Building – Addition & Renovation

Total Project Budget: \$37,300,135 (estimated)
Source of Funding: FY2010 – CDB Amended FY2017
FY2017 – NIU Appropriated Funds
Architect/Engineer: PSA Dewberry/BCA - Elgin

Status: On June 30, 2017 the project closed for a second time as the State Legislature worked through a budget impasse. The general contractor-received a project re-start letter on July 10, 2017. Construction work at the site resumed in mid-August and is now approximately 85% complete. The project is scheduled to be substantially complete by late February 2018. The project, except for the scene shop, is mostly covered by roof protection, has underground utility work complete, and has exterior site work underway.

NORTHERN ILLINOIS UNIVERSITY PROJECTS

I. Projects in the Planning Phase

A. Remodeling and Rehabilitation

1. Holmes Student Center / Neptune Complex Redevelopment Plans

Total Project Budget: \$1,500,000
Source of Funding: Bond Series 2010 Project
Authorization Date: June 2014
Architect/Engineer: Dewberry - Peoria (Holmes)
Design Organization – Chicago (Neptune)

Status: Master planning work has been completed for both Holmes Student Center and Neptune Complex. Final payments for the planning work are in process.

2. Stevenson and Grant Residence Halls - Building Envelope Repairs

Total Project Budget: \$525,000
Source of Funding: Institutional - Bond Reserves
Authorization Date: December 2016
Architect/Engineer: TBD

Status: An assessment of the existing building envelope systems (exterior walls) which include precast concrete, aluminum curtain wall and masonry wall systems will provide a reliable cost estimate and detailed specifications for repair. The University is preparing to contract with a qualified Architectural/Engineering firm to provide the assessment and design.

3. Holmes Student Center Hotel Tower - Building Envelope Repairs

Total Project Budget: \$250,000
Source of Funding: Institutional - Bond Reserves
Authorization Date: December 2016
Architect/Engineer: TBD

Status: An assessment of the existing building envelope systems (exterior walls) which include aluminum curtain wall, and masonry wall systems will provide a reliable cost estimate and detailed specifications for repair. The University is preparing to contract with a qualified Architectural/Engineering firm to provide the assessment and design.

B. Site and Utilities

1. DeKalb Campus – East and West Heating Plant Boiler Assessment

Total Project Budget: \$700,000
Source of Funding: Institutional - Bond Reserves
Authorization Date: March 2016
Architect/Engineer: Wills Burke Kelsey - Elgin
Stanley Consultants - Chicago

Status: The budget above was for the assessment of the existing campus heating system; to determine the priority and sequence of renovation/replacement investments; to ensure the most cost/energy efficient and reliable heating system for the long term. The A/E has completed the investigation, assessment, and provided the final report. Final payments are in process.

II. Projects in the Design Phase

A. Remodeling and Rehabilitation

1. Stevenson Towers A & D – Roof Replacement

Total Project Budget: \$625,000
Source of Funding: Institutional – Bond Reserve Funds
Authorization Date: March 2016
Architect/Engineer: TBD

Status: Project design will be begin as schedules allow. Construction work will be planned and scheduled to take advantage of semester break and summer schedules.

2. Holmes Student Center - Phase I Redevelopment

Total Project Budget: \$20,000,000
Source of Funding: Bond Series 2010 Project
Authorization Date: June 2016
Architect/Engineer: Dewberry - Peoria

Status: Schematic Design was completed in August, Design Development was completed in October, the A/E is working on construction documents for submittal in mid-December. The University will provide regular updates to the Board as the design work progresses.

3. Stevenson Towers B & C – Roof Replacement

Total Project Budget: \$625,000
Source of Funding: Institutional – Bond Reserve Funds
Authorization Date: September 2016
Architect/Engineer: TBD

Status: Project design will be begin as schedules allow. Construction work will be planned and scheduled to take advantage of semester break and summer schedules.

B. Site and Utilities

1. Naperville Parking Lot Reconstruction – Phase II

Total Project Budget: \$1,215,000
Source of Funding: Local Funds- NIU Naperville Operations
Authorization Date: September 2015
Architect/Engineer: Engineering Resource Associates, Inc. - Warrenville

Status: Phase II Design Work has been temporarily delayed due to cash flow concerns. Once the overall University budget is stabilized, the engineering design work is expected to be completed in 6 months.

2. DeKalb Campus – Lucinda Avenue Realignment

Total Project Budget: \$440,000
Source of Funding: Bond series 2010 Funds - \$222,285
Federal Highway Grant Funds - \$217,715
Authorization Date: March 2016
Architect/Engineer: TBD

Status: The University is currently reviewing and reconsidering the priority and need for this project. The University will provide further updates to the Board as the review is completed.

III. Projects in the Construction Phase

A. Remodeling and Rehabilitation

1. DeKalb Campus – Campus Alerting System Phase IV

Total Project Budget: \$1,250,000
Source of Funding: Appropriated Funds

Authorization Date: March 2013
Architect/Engineer: NIU A&E Services

Status: This project encompasses the final phase of the campus alert system. The work is approximately 70% complete. The construction work will be planned and scheduled to take advantage of semester breaks, weekends, and summer schedules. Project has been temporarily delayed due to cash flow considerations. Once the overall University budget is stabilized, the project is expected to be completed in 18 months.

2. Montgomery & Psych/Computer Science – Animal Facilities Renovation

Total Project Budget: \$3,476,535 (estimated)
Source of Funding: Institutional – Local Funds
Performance Contract Phase 11A - Financed
Authorization Date: September 2014
Architect/Engineer: NIU A/E Services

Status: Montgomery Hall renovation of HVAC system is complete. Psych/Computer Science renovation is complete. Performance Contract Phase 11A was being leveraged to renovate the HVAC at Psych/Computer Science. Performance Contract Phase 11A work is complete. Final payment has been made. NIU is completing punch list and commissioning work. Final payments are in process.

3. East Heating Plant – New Soft Water System

Total Project Budget: \$1,363,000 (estimated)
Source of Funding: Performance Contract Phase 11A - Financed
Authorization Date: December 2014
Architect/Engineer: Energy Systems Group – Itasca, IL

Status: All work is complete. Final payments have been made. This will be the final report on this project.

4. Anderson Hall – Replace Pool Filtration System

Total Project Budget: \$300,366 (estimated)
Source of Funding: Performance Contract Phase 11A - Financed
Authorization Date: December 2014
Architect/Engineer: Energy Systems Group – Itasca, IL

Status: All work is complete. Final payments have been made. This will be the final report on this project.

5. Residence Halls – FY17 Rotation Painting

Total Project Budget: \$249,000
Source of Funding: Institutional – Revenue Bond Reserves
Authorization Date: June 2016
Architect/Engineer: NIU Physical Plant

Status: All work is complete. Final payments have been made. This will be the final report on this project.

6. Neptune Residential Complex – Emergency Repair of Water Main Break

Total Project Budget: \$249,000
Source of Funding: Institutional – Revenue Bond Reserves
Authorization Date: December 2016
Architect/Engineer: NIU Physical Plant - A/E Services

Status: All work is complete. Final payments are in process.

7. Swen Parson – College of Law – Accreditation Updates

Total Project Budget: \$120,000
Source of Funding: Appropriated – Income Funds
Authorization Date: February 2017
Architect/Engineer: NIU Physical Plant - A/E Services

Status: All work is complete. Final payments are in process.

8. Neptune Complex Upgrade

Total Project Budget: \$5,400,000
Source of Funding: Bond Series 2010 Project
Authorization Date: March 2017
Architect/Engineer: Cordogan Clark - Aurora
NIU A/E Services

Status: Flooring, lighting, painting, mechanical repairs, and dining room updates in Neptune West, Neptune Central Dining Room and Neptune North were completed during the summer break. Remaining renovation improvements are being assessed and prioritized in accordance with the remaining project funds.

9. Campus Residence Halls – Annual Dorm Room Repairs

Total Project Budget: \$232,000 (estimated)
Source of Funding: Institutional – Revenue Bond Reserves
Authorization Date: May 2017
Architect/Engineer: NIU Physical Plant

Status: Minor repairs to standard dorm room fixtures and furniture, painting and mechanical repairs were completed during the summer break. Work is complete and final payments are in process.

B. Site and Utilities

1. Parking Structure - Reconstruct Four Exit Stairs

Total Project Budget: \$1,200,000
Source of Funding: Bond Series 2010 Project
Authorization Date: June 2011 (confirmed March 2014)
Architect/Engineer: NIU A&E Services

Status: Repair work is complete. Final payments to the contractors are in process.

2. DeKalb Campus – Electrical Infrastructure Replacement Phase II

Total Project Budget: \$2,580,000 (estimated)

Source of Funding: Bond Series 2010 Project
Appropriated Funds – Administrative Support
Authorization Date: March 2013
Architect/Engineer: NIU A&E Services

Status: Construction started in fall 2013 and is approximately 95% complete. A consulting engineer is completing a critical survey of the existing electrical service at each building. This work will continue to be scheduled to take advantage of semester breaks and as schedules allow. The project is expected to be completed late winter 2017.

3. DeKalb Campus - Electrical Infrastructure Replacement Phase III

Total Project Budget: \$2,550,000 (estimated)
Source of Funding: Appropriated Funds
Bond Series 2010 Project
Authorization Date: March 2014
Architect/Engineer: NIU A&E Services

Status: Construction work began in late 2014 and is approximately 29% complete. Work has been temporarily delayed due to cash flow concerns. Once the overall University budget is stabilized, the project is expected to be completed in 24 months.

4. Lucinda Avenue Extension

Total Project Budget: \$4,500,000 (estimated)
Source of Funding: Bond Series 2010 (amended)
Authorization Date: March 2014 (amended June 2014)
Architect/Engineer: Knight E/A, Inc. - Chicago

Status: All work is complete. Final payments are in process.

5. DeKalb Campus – Grant South Steam Vault Repairs

Total Project Budget: \$750,000
Source of Funding: Institutional - Revenue Bond Reserves
Authorization Date: June 2016
Architect/Engineer: NIU A&E Services

Status: All work is complete. Final payments have been made. This will be the final report on this project.

6. DeKalb Campus – 13 Campus Buildings – DoIT Anywhere Printers

Total Project Budget: \$146,300
Source of Funding: Institutional – Local Funds
Authorization Date: March 2017
Architect/Engineer: NIU DoIT and A/E Services

Status: All work is complete. Final payments have been made. This will be the final report on this project.

7. DeKalb Campus –Steam Tunnel – Supports and Stanchion Repairs

Total Project Budget: \$105,900
Source of Funding: Institutional - Revenue Bond Reserves
Authorization Date: May 2017

Architect/Engineer: NIU Heating Plant

Status: Work is approximately 30% complete, and for safety is scheduled during times that the main steam is shut down and as work crew schedules allow.

8. East Heating Plant – Summer Boiler and Steam Equipment Repairs

Total Project Budget: \$117,500
Source of Funding: Appropriated – Income Funds
Authorization Date: May 2017
Architect/Engineer: NIU Heating Plant

Status: All work is complete; the east steam plant was back in service in October for the winter heating season. Final payments are in process.

9. DeKalb Campus – Steam Tunnel – Supports and Stanchion Repairs

Total Project Budget: \$105,900
Source of Funding: Institutional - Revenue Bond Reserves
Authorization Date: May 2017
Architect/Engineer: NIU Heating Plant

Status: Work is approximately 30% complete, and for safety is scheduled during times that the main steam is shut down and as work crew schedules allow.

10. DeKalb Campus –Electrical Distribution & Steam Tunnel Emergency Repairs

Total Project Budget: \$249,000 (estimated)
Source of Funding: Appropriated – Income Funds
Authorization Date: August 2017
Architect/Engineer: NIU A&E Services

Status: Work to repair the damaged main electrical feed for LaTourette and Faraday is completed. Remaining tunnel repairs are scheduled during times that the main steam is shut down. Reimbursement for this repair cost is expected from insurance claims.

11. DeKalb Campus –Parking Lot Repairs

Total Project Budget: \$124,800
Source of Funding: Institutional - Revenue Bond Reserves
Authorization Date: August 2017
Architect/Engineer: NIU A&E Services

Status: Work to repair potholes in the Visitors Parking Lot and resurface Lot D and Lot 18 next to Neptune Complex was completed prior to move in day. Final payments are in process.

**FISCAL YEAR 2017 ANNUAL REPORT OF
TRANSACTIONS INVOLVING REAL PROPERTY**

Three categories of real property transactions are included in this annual report. In-leases, where NIU acts as the lessee, serve to provide support when either there is insufficient or inadequate space for the requirement within University-owned property. Annual reviews are being conducted to verify the continuing need for the in-lease arrangement before renewals are executed. Leases may be terminated when the mission requirement ends or arrangements can be made to accommodate the function within University property or via another in-lease.

Out-leases, where NIU acts as the lessor, serve to effectively leverage under-utilized property either financially and/or through compatible support to the University mission. Annual reviews are being conducted to evaluate the out-lease value to the University prior to renewal.

Facility capital leases are long-term payment agreements with interim leases where the final objective is University ownership of the property.

<u>Type</u>	<u>Number of Transactions</u>	<u>Transaction Percentage</u>	<u>Dollar Volume</u>	<u>Dollar Percentage</u>
In-leases (NIU as lessee): Includes support for academic activities (e.g. steel drum workshop, art studios, law clinic, temporary theater arrangements during Stevens construction), outreach activities (e.g. NPR operations), and research (e.g. robotic submarine).				
Under \$100,000	13	93%	\$351,193	77%
\$100,000-\$250,000	1	7%	\$106,488	23%
Over \$250,000	--	--	--	--
Total 14		100%	\$457,681	100%

Out-leases (NIU as lessor): Includes support for government organizations (e.g. IL Board of Examiners, IL Dept of Agriculture, State University Retirement System), commercial operations (e.g. Subway fast food, ATM machines, farmland rental), and research (e.g. American Institute for Research in the Biological Sciences*, REV3 business incubator).

Under \$100,000	10	91%	\$289,051	33%
\$100,000-\$250,000	--	--	--	--
Over \$250,000	1*	9%	\$597,000	67%
Total 11		100%	\$886,051	100%

Facility capital leases: Includes the annual payments for the Illinois Association of School Business Officials and the New Hall and Northern View Residential Complexes and the Chessick/Yordon Practice Centers.

IASBO Building

- Payments made in FY17	\$69,926
- Payments to date	\$1,264,505
- Remaining debt	\$483,658
- Ending date of term	May 2024

New Residence Halls / Dining Center

- Payments made in FY17	\$8,472,702
- Payments to date	\$47,936,322
- Remaining debt	\$243,071,106
- Ending date of term	April 2043

Northern View

- Payments made in FY17	\$1,394,192
- Payments to date	\$7,887,973
- Remaining debt	\$39,997,610
- Ending date of term	April 2043

Chessick/Yordon

- Payments made in FY17	\$319,000
- Payments to date	\$8,081,269
- Remaining debt	\$1,276,000
- Ending date of term	February 2021

**PERIODIC REPORT ON INVESTMENTS
FOR PERIOD JULY 1, 2017 THROUGH SEPTEMBER 30, 2017**

In accordance with the approved University Investment and Cash Management policy, this report on investments is submitted at the end of each calendar quarter to the Board of Trustees. The following schedules are included with this report:

- Investment Holdings Summary as of September 30, 2017
- Investment Earnings by Type and Duration for the three months ending September 30, 2017.

University cash and investments are reported in two categories, Local and Project Funds. Local Funds consist of monies used for daily operations as well as funds held in reserve. Project Funds are restricted in their use based on the associated bond covenant(s).

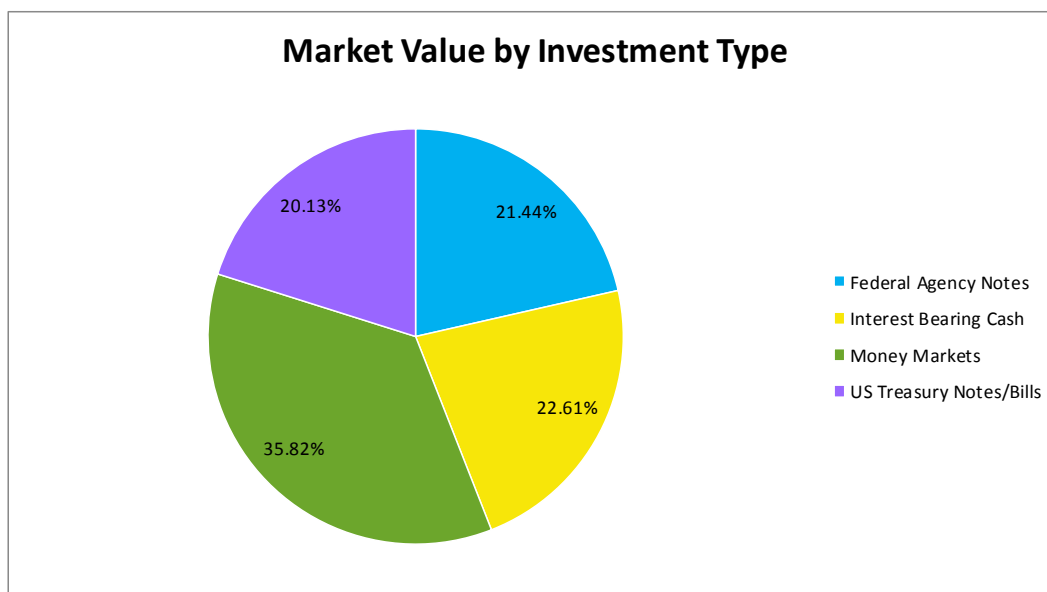
At September 30, 2017 investment holdings total \$149 million, which is up \$28 million from June 30, 2017. This increase is largely due to the receipt of State appropriations, as well as receipt of Title IV Department of Education funding, and student account payments, which is typical at the beginning of each academic year. Conversely, the overall holdings at September 30, 2017 are \$29 million lower than they were at the same time last year. The overall reduction in holdings is a result of declining operating revenue and the use of local fund reserves to support operations during the State budget impasse. Management continues to manage liquidity in order to meet operational needs.

Previously, the Investment Earnings by Type and Duration report exhibited rates of return on a cumulative, quarterly basis. This report has been slightly revised in an effort to provide comparative context on rates of return for the current quarter as compared to the three prior quarters. The attached earnings report shows interest income and rates of return for Local and Project Funds' cash, cash equivalents, and fixed income securities. The annualized rates of return are calculated using interest earnings and average daily balances. The University's combined average annualized rates of return at September 30, 2017 was .98%, which is 13 basis points higher than it was for the quarter ended June 30, 2017.

It is anticipated the Federal Reserve Board will raise its interest rate one more time this calendar year. This foreseeable market change, along with the expected cash inflow from remaining FY2018 State appropriations, should allow the University to realize greater interest earnings and higher yields in the near term.

NORTHERN ILLINOIS UNIVERSITY
INVESTMENT HOLDINGS SUMMARY
September 30, 2017
For Fiscal Year 2018

Investment Type	Purch Price/ Ending Bal	Book Value	Market Value	Percent of Portfolio
Federal Agency Notes:				
Local Funds	\$ 31,996,497	\$ 32,000,930	\$ 31,941,156	21.44%
Interest Bearing Cash Accounts:				
Local Funds	\$ 33,220,104	\$ 33,220,104	\$ 33,220,104	
Project Funds	458,671	458,671	458,671	
	<u>\$ 33,678,775</u>	<u>\$ 33,678,775</u>	<u>\$ 33,678,775</u>	22.61%
Money Markets:				
Local Funds	\$ 45,626,906	\$ 45,626,906	\$ 45,626,906	
Project Funds	7,718,686	7,718,686	7,718,686	
	<u>\$ 53,345,592</u>	<u>\$ 53,345,592</u>	<u>\$ 53,345,592</u>	35.82%
US Treasury Notes/Bills:				
Local Funds	\$ 12,554,302	\$ 12,537,109	\$ 12,494,760	
Project Funds	17,536,055	17,505,799	17,497,868	
	<u>\$ 30,090,357</u>	<u>\$ 30,042,908</u>	<u>\$ 29,992,628</u>	20.13%
TOTAL INVESTMENT HOLDINGS				
September 30, 2017	\$ 149,111,221	\$ 149,068,205	\$ 148,958,151	100.00%
PREVIOUS YEAR HOLDINGS				
September 30, 2016	\$ 178,484,297	\$ 178,493,951	\$ 178,622,719	



Assets reported in the INVESTMENT HOLDINGS SUMMARY comply with the Illinois Public Funds Investment Act (30 ILCS 235) and the NIU Investment and Cash Management Policy

NORTHERN ILLINOIS UNIVERSITY
INVESTMENT EARNINGS BY TYPE AND DURATION
For Fiscal Year 2018
July 1, 2017 - September 30, 2017

	September 30 Ending Balance	Average Daily Investment Balance	Percent of Portfolio	Income Earned	Annualized Rates of Return				
					FY2018	Fiscal Year 2017			
					1st Qtr	4th Qtr	3rd Qtr	2nd Qtr	
Short-Term Investment Accounts									
Illinois Funds	\$ 45,626,906	\$ 27,782,109	20.11%	\$ 71,409	1.020%	0.803%	0.636%	0.447%	
Investment Accounts - Financial Institutions	\$ 33,220,104	\$ 39,993,266	28.94%	\$ 108,109	1.072%	0.870%	0.712%	0.512%	
Investment Accounts - Project Funds	\$ 8,177,357	\$ 8,712,608	6.31%	\$ 12,543	0.571%	0.293%	0.113%	0.005%	
ST Investment Accounts Total	\$ 87,024,367	\$ 76,487,983	55.36%	\$ 192,061	0.996%	0.765%	0.591%	0.389%	
Fixed Income Securities									
Local Funds	\$ 44,550,799	\$ 44,150,700	31.95%	\$ 104,257	0.945%	0.912%	0.838%	0.882%	
Project Funds	\$ 17,536,055	\$ 17,532,642	12.69%	\$ 44,519	1.007%	0.974%	1.049%	0.887%	
Fixed Income Securities Total	\$ 62,086,854	\$ 61,683,342	44.64%	\$ 148,776	0.965%	0.928%	0.873%	0.884%	
COMBINED TOTAL	\$ 149,111,221	\$ 138,171,325	100.00%	\$ 340,837	0.98%	0.85%	0.71%	0.59%	

Assets reported in INVESTMENT EARNINGS BY TYPE AND DURATION comply with the Illinois Public Funds Investment Act (30 ILCS 235)
and the NIU Investment and Cash Management Policy

**QUARTERLY SUMMARY REPORT OF TRANSACTIONS IN EXCESS OF \$100,000
FOR THE PERIOD JULY 1, 2017 TO SEPTEMBER 30, 2017**

Purchase Amount	No. of Transactions	Appropriated	Non-Appropriated	Total
Over \$100,000	19	\$1,579,000	\$1,683,575	\$3,262,575

TRANSACTIONS DETAIL:

Purchases:

1. Permission was requested to establish an open order for miscellaneous commodities and repair parts required by the Material Distribution Center for the period July 1, 2017 - June 30, 2018. The University of Illinois, in cooperation with Illinois public higher education institutions, collaborated with the Educational & Institutional Cooperative Service, Inc. (E & I) on a request for proposals for MRO Equipment, Supplies and Services. This RFP was advertised on the Illinois Procurement Bulletin and was awarded to W.W. Grainger, Inc. The offer was available to Illinois public higher education institutions, including NIU. (W.W. Grainger, Inc. Lake Forest, IL) 100,000
2. Campus Dining Services requested permission to issue an open order to obtain paper products to use in the operation of the campus dining program during Fiscal Year 2018. The vendor is a pre-approved IPHEC vendor for which an award was advertised on the Illinois Procurement Bulletin and has been waived by the PPB. (Gordon Food Service, Kenosha, WI) 100,000
3. The Physical Plant requested permission to issue an open order to obtain painting services for buildings and fixtures on an as-needed during Fiscal Year 2018. This is the second year of nine renewal options based on a bid that was opened on May 28, 2015. The renewal award has been advertised on the Illinois Procurement Bulletin and has been waived by the PPB. (Schoening Painting & Decorating, Rockford, IL) 100,000
4. Housing and Residential Services requested permission to renew cable programming for Northern View, New Hall, Gilbert Hall, Grant Hall, Neptune Hall, Stevenson Hall, HSC Hotel Rooms, and NIU Summer Camps/Conferences during the period July 1, 2017 - June 30, 2018. This is the fourth year of nine renewal options allowed for in a bid that opened on November 15, 2012, Bid #BML110112. The renewal award was advertised in the Illinois Procurement Bulletin and has been waived by the PPB. (Apogee Telecomm, Inc., Austin, TX) 248,000

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|---|----------|
| 5. Renewal was required of an open order for educational material and data used for non-credit courses offered for preparation for Human Resource certifications for the period July 1, 2017 - June 30, 2018. This is the fifth of nine one-year renewal options. The sole source renewal was advertised in the <u>Illinois Procurement Bulletin</u> and has been waived by the PPB. (Society for Human Resource Mgmt, Eagan, MN) | 150,000 |
| 6. The Office of the Provost requested permission to purchase SSC-Campus/Student Success Cloud-based Platform Membership during the period December 13, 2017 – December 11, 2019. The approval amount also includes annual travel and administration expenses. The intent to award this sole source will be advertised on the <u>Illinois Procurement Bulletin</u> . (The Advisory Board, Washington, DC) | 246,000* |
| 7. The Division of Information Technology requested permission to contract with Modo Labs for a substantially upgraded mobile solution due to Blackboard phasing out Mosaic, which is the current software used by NIU. The University's mobile campus application is used by students, faculty and staff to access key university information and other systems. The subscription costs will not increase for three years and all implementation fees have been waived. The intent to award this contract as a sole source will be advertised on the <u>Illinois Procurement Bulletin</u> . (Modo Labs, Cambridge, MA) | 120,000* |
| 8. Renewal was required of the contract for the Illinois Century Network for 10 Gig NIU Internet connectivity during the period July 1, 2017 – June 30, 2018. Internet services are a critical function to the University as more applications are pushed out to cloud services increasing the demand for off-campus access resources. This contract provides increased bandwidth of internet services by 10Gig through the State of Illinois Central Management System using the Illinois Century Network's existing IGA that NIU has with CMS. This order is exempt from advertisement on the <u>Illinois Procurement Bulletin</u> because the vendor is a governmental agency. (Dept. of Innovation Technology/CMS, Springfield, IL) | 174,000* |
| 9. Intercollegiate Athletics requested permission to pay FY18 Membership Dues and Bowl Assessment Fees to the Mid-American (MAC) Conference. Membership in the MAC Conference requires financial support in the form of annual Membership Dues and also Bowl Assessment Fees for two annual Conference bowl games. This procurement is for the payment of these annual required Dues and Fees. The intent to award this contract as a sole source was advertised in the <u>Illinois Procurement Bulletin</u> and has been waived by the PPB. (Mid American Conference, Cleveland, OH) | 235,000* |
| 10. Intercollegiate Athletics/Games Management requested permission to issue an order for Mid-American Conference 2017 payments for football officiating. Per the conference operating code, payments for football officials will be paid by the league office and invoiced. The intent to award this contract as a sole source was advertised in the <u>Illinois Procurement Bulletin</u> and has been waived by the PPB. (Mid American Conference, Cleveland, OH) | 112,775 |

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| 11. The College of Engineering and Engineering Technology's Outreach program requested permission to issue orders to the following host sites to offer OSHA courses to be taught during the period October 1, 2017 - September 30, 2018. These orders are exempt from the Illinois Procurement Code, according to Section 30 ILCS 500/1-10(b)(8) [providing non-credit educational service]. (Minnesota Safety Council, St. Paul, MN) | 210,000 |
| 12. Renewal was required of the contract for Chicagoland public relations representation. This engagement provides for promotion of Northern Illinois University specific to the greater Chicagoland area in an effort to bolster name brand recognition and drive increased enrollment and alumni awareness. The proposed contract was the result of RFP #JLT152459, which opened October 29, 2014. This is the second of nine one-year renewal options. The renewal award was advertised in the <u>Illinois Procurement Bulletin</u> and has been waived by the PPB. (ASGK Public Strategies LLC, Chicago, IL) | 210,000* |
| 13. Renewal was required of an open order with ASGK Public Strategies, LLC, d/b/a Kivvit for strategic issues management and crisis communications consulting services to provide advice, counsel, planning and implementation support, on an as-needed basis, for the management of issues that have a potential impact on the University's reputation for the period through June 30, 2018. This is the first of four one-year renewal options allowed for in a Request for Proposal that was opened on February 25, 2016. The renewal was advertised in the <u>Illinois Procurement Bulletin</u> and has been waived by the PPB. (ASGK Public Strategies LLC, Chicago, IL) | 175,000* |
| 14. The Division of Administration and Finance's Budget Office requested permission to pay the University's portion of the federal share of the Single Audit of NIU for the period ending June 30, 2017. This purchase is exempt from the bid process as the engagement is with a state agency and is not subject to the rules of the Procurement Code and applicable laws. (State of Illinois-Office of the Auditor General, Springfield, IL) | 170,000* |
| 15. The Division of Administration and Finance's Budget Office requested permission to pay the University's portion of the University Income Fund audit expense for the period ending June 30, 2017. This purchase is exempt from the bid process as the engagement is with a state agency and is not subject to the rules of the Procurement Code and applicable laws. (State of Illinois-Office of the Auditor General, Springfield, IL) | 208,000 |
| 16. Intercollegiate Athletics requested permission to issue an open order for third-party ticket sales services. The vendor performs sales and marketing activities to bolster ticket sales for Huskie Athletics. This purchase is exempt from the bid process per special permission of the Chief Procurement Officer for Higher Education as the contract was signed while the exemption still existed within the Procurement Code. Exempt specifically as a percentage of the sale of tickets by the vendor pays the vendor all applicable fees. (IMG Learfield Ticket Solutions LLC, Winston-Salem, NC) | 200,000 |

17. Permission was requested to establish an order for programming and affiliation fees required for the operation of Northern Public Radio. The intent to award this order was advertised as a sole source in the Illinois Procurement Bulletin. No PPB waiver was received, nor required, since 30 days had elapsed from the date of the original sole source posting. (Public Radio International, Minneapolis, MN) 130,000

Capital Improvement Projects:

1. An independent contractor employed by the City of DeKalb to make repairs to curbs and sidewalks within the City's street right-of-way on Normal Road, inadvertently damaged the underground electrical power service to Faraday and LaTourette Halls, and the steam tunnel adjacent to the street right-of-way in front of LaTourrette. 249,000*

Initial emergency responses to the incident were performed to assess the severity and extent of damage due to the power outage and mitigate further damage to electrical equipment in the buildings. While power was restored to the buildings after several hours through a secondary power loop, permanent repairs are required to restore the primary electrical connection. The necessary actions to replace the damaged electrical service line and repair the saw cut steam tunnel lid are planned to be accomplished with a combination of in-house and contracted efforts (procured under emergency provisions).

The City of DeKalb has been notified of their contractor's liability to reimburse the University for these repairs. A budget not to exceed \$249,000 is requested to complete this restoration with the expectation that the university will be reimbursed from the insurers for the contractor and/or City.

2. The maintenance of the existing asphalt parking lots on campus is essential to ensure the safety of students, faculty, staff, visitors and community members. Campus parking lots require regular patching and repair due to normal wear and tear, winter weather conditions, and snowplowing activities. Maintenance involves several different types of repair and patching, including milling and resurfacing. Well maintained parking lot facilities, provides improved safety for drivers and pedestrians. The identified lots represent the most critical repairs that impact general safety and the appearance of the campus. 124,800

Parking Lot 17 (Pay Lot) will be patched, Parking Lot 18 will be milled and resurfaced, and Parking Lot D will be milled and resurfaced. Work will be completed by a combination of outside contractors and in-house workforce under the coordination of a NIU project manager.

*Appropriated/Income Funds

**QUARTERLY FINANCIAL SUMMARY – FY17 YEAR END
AS OF JUNE 30, 2017**

Background Information: In an effort to provide more frequent information regarding the University's financial position, the University has prepared the fourth quarter financial summary to the Board of Trustees. A decline in enrollment continues to impact the University's revenues. The expense results demonstrate management's ongoing leadership on developing strategies that will effectively control expenses and contribute to long term financial sustainability. Prior year comparison suggests an improvement in net revenue contribution.

Following is a financial summary of the University's operations as of the end of June FY17 and a comparison perspective to June of FY16.

**University All Funds Comparison
As of June 30, 2017**

	Current Year FY17			Prior Year	
	Fourth Quarter			Fourth Quarter	
	YTD Actuals	Annual Budget	Variance	YTD Actuals	Variance
Revenue					
Tuition & Student Fees	\$ 190,978	\$ 187,858	\$ 3,120	\$ 198,025	\$ (7,046)
Gifts, Grants, & Contracts	\$ 58,812	\$ 58,000	\$ 812	\$ 59,134	\$ (322)
Other Fees and Fines	\$ 8,126	\$ 8,352	\$ (226)	\$ 8,915	\$ (790)
Sales	\$ 38,349	\$ 40,667	\$ (2,318)	\$ 39,640	\$ (1,291)
Rental & Room Income	\$ 31,479	\$ 35,177	\$ (3,698)	\$ 34,628	\$ (3,149)
Gate Receipts & Commissions	\$ 3,025	\$ 4,893	\$ (1,869)	\$ 4,309	\$ (1,284)
Miscellaneous & Investment Income	\$ 8,799	\$ 9,681	\$ (882)	\$ 11,453	\$ (2,655)
State of Illinois	\$ 48,316	\$ 72,910	\$ (24,595)	\$ 26,424	\$ 21,891
Capital Reserve Contributions & Other Transfers	\$ (6,308)	\$ -	\$ (6,308)	\$ (9,937)	\$ 3,629
Total Revenue & Transfers	\$ 381,576	\$ 417,538	\$ (35,963)	\$ 372,591	\$ 8,985
Expenses					
Cost of Goods Sold	\$ 9,173	\$ 10,845	\$ (1,673)	\$ 9,164	\$ 9
Personnel Services	\$ 216,708	\$ 223,795	\$ (7,087)	\$ 219,240	\$ (2,532)
Contractual Services	\$ 76,096	\$ 77,390	\$ (1,295)	\$ 81,481	\$ (5,385)
Commodities	\$ 6,332	\$ 7,654	\$ (1,322)	\$ 7,263	\$ (931)
Travel	\$ 4,243	\$ 4,721	\$ (479)	\$ 4,255	\$ (12)
Automotive	\$ 1,206	\$ 1,219	\$ (13)	\$ 1,240	\$ (34)
Scholarships	\$ 47,953	\$ 43,178	\$ 4,775	\$ 53,722	\$ (5,769)
Telecommunications	\$ 246	\$ 1,632	\$ (1,386)	\$ 1,764	\$ (1,518)
Equipment & Library Materials	\$ 6,044	\$ 9,358	\$ (3,314)	\$ 6,689	\$ (645)
Capital Repairs, Debt Service & All Other	\$ 13,319	\$ 38,632	\$ (25,313)	\$ 17,354	\$ (4,035)
Total Expenses	\$ 381,319	\$ 418,424	\$ (37,105)	\$ 402,171	\$ (20,852)
Net Revenue	\$ 257	\$ (886)	\$ 1,142	\$ (29,580)	\$ 29,837

Fund Codes and Definitions

1. 02 Funds
 - a. Consists of:
 1. General Revenue Funds – Fiscal year state appropriation
 2. University Income Funds – Tuition and fees (i.e. academic program enhancement surcharge, campus improvement fee, financial guidelines program fees, application fee, graduation fee)
 - b. To be used to support the academic mission of the university as well as for student career success both directly and indirectly.
2. 04 Funds (Restricted)
 - a. Consists of: University Income Funds – Class Fees for materials/laboratory/field trips.
 - b. To be used in support of the class that the fee was approved and in the manner for which the fee was approved.
3. 29-33 Funds (Restricted)
 - a. Consists of: Revenue Bond Operations/Replacement/Reserve Funds – Funds derived from entities whose facilities were paid for via the sale of bonds such as: student fees plus revenues from the operations of residence halls/apartments (food, board, laundry), HSC/Campus Life (bookstore, food service, hotel), Field House/Recreation Center (fees and rental), Parking (usage fees and fines), Stadium/Convocation Center/BAVC (rental, events, food sales)
 - b. To be used in support of the auxiliary system facilities and operations. This includes general university operations to the extent that they support the auxiliary system.
4. 41 Funds
 - a. Consists of:
 1. Auxiliary Enterprises Funds – Generated and supported through the activities of the enterprise or student fees dedicated to those enterprises such as: Health Service, Intercollegiate Athletics, Student Contract Busing, and University Press
 2. Local Funds – Activities that are considered more public service in nature such as: Non-credit programs, Student activity fees (clubs (fencing)/organizations (CAB)), Regional Centers (Rockford, Naperville, Hoffman Estates), Conferences/Workshops, Indirect Cost, SSRI/Governmental Studies, Camps, Study Abroad Programs
 - b. To be used to support student career success through activities that broaden the student experience and provide opportunities beyond the traditional classroom environment.
5. 44 Funds (Restricted)
 - a. Consists of: Gifts, Grants & Contracts – Funds managed for specific purposes as defined by the granting agency including federal, state, and private entities
 - b. To be used for the specific purpose that the grant was awarded and within the guidelines of the grant.
6. 55 Funds (Restricted)
 - a. Consists of: Local Funds - Foundation Support
 - b. To be used for payroll costs in support of the academic mission of the university

QUARTERLY FINANCIAL SUMMARY – FY18 FIRST QUARTER

EXECUTIVE SUMMARY

Year-To-Date Financial Results:

Revenue Components – There are relatively modest unfavorable variances to budget in Tuition & Fees and Rental & Room Income. The primary reason for these variances is the mix and level of student enrollment. We are also representing a \$2.6M variance in our State of Illinois Appropriation, which is completely driven by the timing of reimbursements received from the State. The full year State Appropriation of \$82M is expected to follow historical patterns of payment distribution.

Expense Components – The University has maintained an aggressive stance on expense control throughout FY18. Tighter controls and evaluation of purchases through a mission critical filter has led to favorable variances in Personnel Services (\$8M) and Contractual expense (\$5.6M). Capitals Repairs (\$4.2M) is also favorable, and Scholarships expense (\$9.4M) is unfavorable, however both are attributable to timing and should normalize over a twelve-month period.

Net Revenue – YTD results suggest a modest unfavorable variance (\$5.2M) to Budget.

Prior Year Financial Results:

Revenue Components – A decline in enrollment continues to impact our Tuition & Fees and Rental & Room Income. The State of Illinois appropriation is unfavorable (\$30.3M) to prior year. However, this is based entirely on the timing of the prior year funding.

Expense Components – Current projections suggest improvement in year over year operating expenses by approximately \$4.4M. Favorable variances are noted in Personnel Services (\$1.7M), Equipment & Library Materials (\$1.7M) and Capital Repairs (\$2.6M). These results demonstrate management's ongoing leadership on developing strategies that will effectively control expenses and contribute to long term financial sustainability.

Net Revenue – Prior year comparison highlights the need to enhance University revenue streams and grow student enrollment.

Future Outlook (FY18):

NIU is currently developing strategies that will effectively mitigate against revenue shortfalls and known variances to operating expense planning assumptions. Collectively these actions will contribute to a revised FY18 spending plan that maintains our commitment to be academically responsive and ensures fiscal responsibility through a balanced operating budget. In the aggregate, our financial projections suggest sufficient cash flow to manage through FY18 and we project modest growth in unrestricted operating cash, which is crucial to managing the volatility of reimbursements from the State of Illinois.

Following is a financial summary of the University's operations as of the end of September FY18 and a comparison perspective to September of FY17.

University All Funds Comparison As of September 30, 2017

Northern Illinois University
as of September 30, 2017

	Current Year FY18						Prior Year	
	First Quarter			Annual Budget	Variance	First Quarter		
	YTD Actuals	YTD Budget	Variance			YTD Actuals	Variance	
Revenue								
Tuition & Student Fees	\$ 93,517	\$ 95,614	\$ (2,097)	\$ 183,873	\$ (90,356)	\$ 95,805	\$ (2,289)	
Gifts, Grants, & Contracts	\$ 5,773	\$ 15,049	\$ (9,276)	\$ 60,194	\$ (54,421)	\$ 20,132	\$ (14,359)	
Other Fees and Fines	\$ 2,989	\$ 2,273	\$ 716	\$ 9,092	\$ (6,103)	\$ 3,063	\$ (74)	
Sales	\$ 13,593	\$ 9,659	\$ 3,934	\$ 38,638	\$ (25,044)	\$ 8,243	\$ 5,350	
Rental & Room Income	\$ 14,341	\$ 17,969	\$ (3,628)	\$ 34,555	\$ (20,214)	\$ 19,573	\$ (5,233)	
Gate Receipts & Commissions	\$ 515	\$ 1,094	\$ (579)	\$ 4,377	\$ (3,862)	\$ 826	\$ (310)	
Miscellaneous & Investment Income	\$ 3,133	\$ 3,019	\$ 113	\$ 12,077	\$ (8,945)	\$ 2,519	\$ 614	
State of Illinois	\$ 17,909	\$ 20,505	\$ (2,596)	\$ 82,020	\$ (64,111)	\$ 48,188	\$ (30,279)	
Capital Reserve Contributions & Other Transfers	\$ (2,037)	\$ 1,045	\$ (3,082)	\$ 4,178	\$ (6,215)	\$ 540	\$ (2,577)	
Total Revenue & Transfers	\$ 149,733	\$ 166,226	\$ (16,493)	\$ 429,004	\$ (279,271)	\$ 198,889	\$ (49,156)	
Expenses								
Cost of Goods Sold	\$ 2,385	\$ 2,927	\$ (542)	\$ 11,708	\$ (9,323)	\$ 2,362	\$ 23	
Personnel Services	\$ 47,442	\$ 55,412	\$ (7,970)	\$ 221,646	\$ (174,204)	\$ 49,123	\$ (1,681)	
Contractual Services	\$ 14,817	\$ 20,438	\$ (5,621)	\$ 81,751	\$ (66,934)	\$ 13,516	\$ 1,301	
Commodities	\$ 1,254	\$ 1,861	\$ (607)	\$ 7,444	\$ (6,189)	\$ 1,461	\$ (207)	
Travel	\$ 925	\$ 1,306	\$ (381)	\$ 5,226	\$ (4,300)	\$ 946	\$ (21)	
Automotive	\$ 276	\$ 314	\$ (38)	\$ 1,254	\$ (978)	\$ 291	\$ (15)	
Scholarships	\$ 23,631	\$ 14,215	\$ 9,416	\$ 56,860	\$ (33,228)	\$ 22,979	\$ 652	
Telecommunications	\$ 58	\$ 242	\$ (184)	\$ 966	\$ (909)	\$ 70	\$ (13)	
Equipment & Library Materials	\$ 1,117	\$ 2,302	\$ (1,185)	\$ 9,209	\$ (8,092)	\$ 2,864	\$ (1,747)	
Capital Repairs, Debt Service & All Other	\$ 4,005	\$ 8,218	\$ (4,213)	\$ 32,872	\$ (28,867)	\$ 6,664	\$ (2,659)	
Total Expenses	\$ 95,911	\$ 107,234	\$ (11,323)	\$ 428,935	\$ (333,025)	\$ 100,277	\$ (4,367)	
Net Revenue	\$ 53,822	\$ 58,993	\$ (5,170)	\$ 68	\$ 53,754	\$ 98,611	\$ (44,789)	

Fund Codes and Definitions

1. 02 Funds
 - a. Consists of:
 1. General Revenue Funds – Fiscal year state appropriation
 2. University Income Funds – Tuition and fees (i.e. academic program enhancement surcharge, campus improvement fee, financial guidelines program fees, application fee, graduation fee)
 - b. To be used to support the academic mission of the university as well as for student career success both directly and indirectly.
2. 04 Funds (Restricted)
 - a. Consists of: University Income Funds – Class Fees for materials/laboratory/field trips.
 - b. To be used in support of the class that the fee was approved and in the manner for which the fee was approved.
3. 29-33 Funds (Restricted)
 - a. Consists of: Revenue Bond Operations/Replacement/Reserve Funds – Funds derived from entities whose facilities were paid for via the sale of bonds such as: student fees plus revenues from the operations of residence halls/apartments (food, board, laundry), HSC/Campus Life (bookstore, food service, hotel), Field House/Recreation Center (fees and rental), Parking (usage fees and fines), Stadium/Convocation Center/BAVC (rental, events, food sales)
 - b. To be used in support of the auxiliary system facilities and operations. This includes general university operations to the extent that they support the auxiliary system.
4. 41 Funds
 - a. Consists of:
 1. Auxiliary Enterprises Funds – Generated and supported through the activities of the enterprise or student fees dedicated to those enterprises such as: Health Service, Intercollegiate Athletics, Student Contract Busing, and University Press
 2. Local Funds – Activities that are considered more public service in nature such as: Non-credit programs, Student activity fees (clubs (fencing)/organizations (CAB)), Regional Centers (Rockford, Naperville, Hoffman Estates), Conferences/Workshops, Indirect Cost, SSRI/Governmental Studies, Camps, Study Abroad Programs
 - b. To be used to support student career success through activities that broaden the student experience and provide opportunities beyond the traditional classroom environment.
5. 44 Funds (Restricted)
 - a. Consists of: Gifts, Grants & Contracts – Funds managed for specific purposes as defined by the granting agency including federal, state, and private entities
 - b. To be used for the specific purpose that the grant was awarded and within the guidelines of the grant.
6. 55 Funds (Restricted)
 - a. Consists of: Local Funds - Foundation Support
 - b. To be used for payroll costs in support of the academic mission of the university

INTERNAL AUDIT FY17 ANNUAL UPDATE

The internal audit department's mission statement is "to provide independent and objective assurance and consulting services to assist the Board of Trustees and University management in the effective discharge of their oversight, management, and operating responsibilities."

According to the Illinois Fiscal Control and Internal Auditing Act (30 ILCS 10), key guidance for the department, internal audit is to report directly to Chief Executive Officer (University president) and have direct communication with the president and Board of Trustees; to remain free of all operational duties; and to deliver the annual internal audit department report to the president by September 30.

The 2017 Internal Audit Annual Report contained detailed information about each audit performed during the fiscal year. It was delivered to President Baker in September and was subsequently provided to the Compliance, Audit, Risk Assessment, and Legal Affairs Committee members.

Director of Internal Audit Danielle Schultz will provide an overview of internal audit staff and the annual report for FY17.

PROFESSIONAL EXCELLENCE AWARDS FOR FACULTY AND STAFF

The university sponsors a number of programs designed to recognize excellence in faculty and staff performance. Three faculty members received the Board of Trustees Award, selected by a committee chaired by the Executive Vice President and Provost. Two faculty members are recognized as Presidential Teaching Professors, selected by a faculty and alumni committee chaired by the Vice Provost. Two faculty members are also recognized as Presidential Research, Scholarship and Artistry Professors, selected by a faculty committee chaired by the Vice President for Research and Innovation Partnerships. Two additional faculty members are recognized as Presidential Engagement Professors, selected by a committee composed of members of the Outreach Advisory Committee, a dean, a student, and faculty chaired by the Vice President of Outreach, Engagement, and Regional Development. Another three faculty members received the Excellence in Undergraduate Teaching Award, and one instructor received the Excellence in Undergraduate Instruction Award, through a selection process initiated by students and reviewed by student advisory committees in each college, with the final decision made by the university-level Committee on the Improvement of the Undergraduate Academic Experience. The Operating Staff and Supportive Professional Staff Councils each selected four employees for recognition following a university-wide nomination process coordinated by a subcommittee of each council.

2017 Board of Trustees Professorship Awards

Heide Fehrenbach	Professor, History
Ross Powell	Professor, Geology and Environmental Geosciences
Reed Scherer	Professor, Geology and Environmental Geosciences

2017 Presidential Teaching Professors

Jeanette Rossetti	Professor, Nursing
Thomas Smith	Professor, Educational Technology, Research and Assessment

2017 Presidential Research, Scholarship and Artistry Professors

Michelle Demaray	Professor, Psychology
Douglas Klumpp	Professor, Chemistry and Biochemistry

2017 Presidential Engagement Professors

Catherine Raymond	Professor, Art and Design
Alex Gelman	Professor, Theatre and Dance

2017 Excellence in Undergraduate Teaching Award Recipients

Paul Dawkins	Associate Professor, Mathematical Sciences
Diane Rodgers	Associate Professor, Sociology
Katja Wiemer	Associate Professor, Psychology

2017 Excellence in Undergraduate Instruction Award Recipient

Janet Reynolds	Instructor, Sociology
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2017 Operating Staff Outstanding Service Award Recipients

Nancy Brown	Building Service Worker, Building Services
Jay Monteiro	Business/Administrative Associate, Visual and Performing Arts
Leslie Pergament-Nenia	Office Support Specialist, Curriculum and Instruction
Lynn Retherford	Program Administrative Assistant, Music

2017 Presidential Supportive Professional Staff Award for Excellence Recipients

Karen Baker	Associate Vice President, Administration and HR Compliance
Josephine Burke	Director, Art Museum
Laura Lundelius	Director, Campus Services
Mark Pietrowski	Associate Director, Liberal Arts and Sciences External Programming

RECRUITMENT AND RETENTION PRESENTATION

The leadership of the Division of Academic Affairs and the Division of Enrollment Management, Marketing & Communication will present quarterly updates on the recruitment and retention efforts that NIU is pursuing to promote student academic success.

OVERSIGHT OF ACADEMIC PROGRAMS

Northern Illinois University engages in numerous processes to monitor the quality of its academic degree programs and to inform planning and decision making about the programs. Processes internal to the university include program review and the assessment of learning outcomes, which are required of all programs by our regional accreditor the Higher Learning Commission and by the Illinois Board of Higher Education. Processes that include external constituencies or external indicators include the reviews of doctoral departments by outside evaluators, external reviews of dissertations, accreditation, licensure and certification examinations and advisory committees. In addition, the university has recently undertaken a comprehensive program prioritization process, and is now in the process of integrating that with our other oversight mechanisms.

Internal Processes

Program Review: NIU has a long-standing history of conducting thorough reviews of its academic programs and research and public service centers through the program review process. In the past, all programs were reviewed every eight years on a schedule determined by the university. As a result of a recommendation from the Program Review Process Improvement Task Force of 2013, this schedule was modified in 2015-2016 to better align with accreditation cycles for programs with disciplinary and/or college accreditation. The default review schedule for programs that do not have disciplinary and/or college accreditation remains every eight years. Departments scheduled for review prepare in-depth self-study documents, which incorporate information from the sources cited above as well as other data collected by the program and data provided by offices from across the university. The program review documents are appraised both by the provost's staff and then by a faculty committee, the Academic Planning Council. The council makes recommendations about the programs to the provost. The findings, recommendations and actions that result from the university's review of programs are reported to the departments and colleges as well as the NIU Board of Trustees and the Illinois Board of Higher Education.

The programs in the College of Liberal Arts and Sciences scheduled for review in 2016-2017 were the:

- B.S. in Biological Sciences
- M.S. in Biological Sciences
- Ph.D. in Biological Sciences
- B.S. in Physics
- M.S. in Physics
- Ph.D. in Physics

The programs in the College of Education scheduled for review in 2016-2017 were the:

- B.S.Ed. in Physical Education
- M.S.Ed. in Physical Education

The IBHE also requires that the university review organized research and public service centers on a regular schedule. During 2016-2017, the following centers were reviewed:

- Center for Biochemical and Biophysical Studies
- Plant Molecular Biology Center
- Northern Illinois Center for Accelerator and Detector Development

The information submitted to the IBHE to meet its reporting requirement for 2017 has also been forwarded to the Board of Trustees under separate cover.

Assessment of Learning Outcomes: All NIU degree programs engage in the systematic assessment of student learning, and the overall assessment process is linked to program review. All degree programs have University Assessment Panel approved assessment plans that outline the methods, processes and time frames for the implementation of the plans. Each year, every program prepares an annual assessment update that provides a snapshot of the last 12 months related assessment activities, the evidence gathered from the activities and the actions taken on the evidence. These updates are submitted to Accreditation, Assessment, and Evaluation that conducts a review of the updates using standardized rubrics, provides feedback to the individual programs and prepares a consolidated report on the extent to which the criteria for the updates were met. The assessment process also incorporates a review and/or revision of the overall plan to ensure that the plan reflects the programs' current practices. In year four of the program-review cycle, the whole assessment plan is submitted for review and (re)approval by the University Assessment Panel. The panel uses a standardized rubric and reporting form to provide feedback to the programs.

Program Prioritization: In 2015-2016, NIU underwent its first Program Prioritization process designed to assist the institution in better aligning its resource allocation with its priorities. The process entailed a thorough examination and categorization of all academic and administrative programs. Utilizing shared governance processes, evaluation criteria were developed for each program type and task forces were selected to review all programs placing them in one of five categories. For the 223 academic programs reviewed, approximately 20 percent were placed in each of the five categories: (1) candidate for enhancement, (2) candidate for unchanged resources, (3) candidate for reduction in resources, (4) candidate for transformation, and (5) candidate for review (possible elimination). Task Force Reports were published in May 2016 and served as catalysts for the university to engage in extensive action planning, "complex conversations," and modifications in resource allocation.

External Processes

Accreditation: Accreditation is a "process of external quality review created and used by higher education to scrutinize colleges, universities and programs for quality assurance and quality improvement" (Overview of U.S. Accreditation, CHEA, 2009), and more than 26 specialized agencies accredit NIU programs across seven academic colleges. Accreditation is earned through a comprehensive process that involves self-study, peer review, site visits and action from the accrediting agency's commission affirming that threshold standards have been met. All of NIU's programs that have sought accreditation are fully accredited by their specialized accrediting agency.

Licensure and Certification Examinations: Graduates from NIU's accountancy, athletic training, clinical and school psychology, counseling, law, teacher education and health sciences programs take licensure or certification examinations that permit them to practice in their discipline. The results of these examinations give programs the means to benchmark NIU graduates' performance against state and/or national performance rates.

Advisory Committees: Many programs and departments engage in periodic discussion with alumni, employers and/or professionals in the discipline who comprise their advisory committees. These individuals provide feedback related to the performance and competencies of the program's alumni, curricular content

and new trends in the discipline, which is used in numerous ways to ensure that programs are preparing students with contemporary knowledge and skills.

Integration of Processes

In combination, all of these processes provide NIU with the means to provide ongoing comprehensive and multifaceted oversight of its undergraduate, graduate and professional degree programs.

The university is committed to continued involvement in all of these processes, and to creating stronger impacts by effective integration of the various processes. The Program Review process is currently well integrated with the assessment of student learning and NIU's external review processes, most notably, accreditation. Following the Program Prioritization initiative, the Program Review process incorporated the program narratives from Program Prioritization into the Program Review process thereby implementing a second critical recommendation of the 2013 Program Review Process Improvement Task Force, that the process become more efficient by optimizing use of personnel time and other NIU resources and providing greater ease of use in the process for academic program representatives and members of the APC. Evaluation of the use of the Program Prioritization program narratives as a critical component of the Program Review process has yielded positive results. The university is now evaluating options for adapting and integrating Program Prioritization to create more effective and better aligned mechanisms for the evaluation of academic programs.

STATE LEGISLATIVE UPDATE

Summary:

In an effort to reform higher education in Illinois, Senator Chapin Rose (R-Mahomet) and Representative Dan Brady (R-Normal) have filed bills (SB2243 and HB4103) titled the Higher Education Strategic Centers of Excellence Plan. If enacted, the plan would do the following:

- Creates a common application for all Illinois public universities;
- Guarantees admission to any high school student with a grade of B or better average to an academically appropriate state public university;
- Refers any student who is not offered admission to a state public university to the community college district where they live;
- Tasks the Illinois Board of Higher Education (IBHE) with studying academic programs at each public university and ranking them on quality;
- Tasks IBHE to study the concept of a multi-year budget process;
- Tasks IBHE to study the opportunity for merit based financial aid from “within the specific budget of a public institution” and to produce a report on the last 25 years of student financial aid grant programs;
- Requires IBHE evaluation of programmatic expansions and new programs.

Debate regarding this bill will likely begin in earnest during the spring session. The university believes that certain aspects of the bill are potentially attractive, unnecessary, or problematic.

Since the last committee meeting, Senators Castro and McGuire and Representatives Kifowit and Sosnowski have visited campus to meet with the acting president and various members of the campus community. Additionally, on October 18, 2017, representatives from the IBHE visited campus for the “Big Picture” budget day. Among the topics discussed with the IBHE were the budget, enrollment, financial aid, staffing, and deferred maintenance.

At the time of this meeting, the state legislature will have finished the fall veto session. Among the bills that will be considered for override are the Student Loan Servicing Rights Act and a bill to amend the Minimum Wage Law that would eventually raise the state’s minimum wage to \$15 per/hour on or after January 1, 2022.

Finally, the Governor’s race is in full swing. Governor Rauner has declared his intention to run for reelection and several Republicans, including Representative Jeanne Ives, are considering challenging him because of his veto of HB40, which expands taxpayer-subsidized abortions for women covered by Medicaid and state employee insurance. On the Democratic side, one candidate (Chicago Alderman Ameya Pawar) has already dropped out of the race citing his inability to raise enough money to be competitive. The Governor’s race has the potential to be the most expensive statewide race in history.

FEDERAL RELATIONS UPDATE

This report covers the period of August through October 2017.

The Administration

On September 5, Attorney General Jeff Sessions announced the winding down and termination in six months of the Deferred Action for Childhood Arrivals (DACA) program. A month later, the White House laid out its immigration reform principles that are expected to be the starting point for negotiations with Congress on legislation to codify DACA. Federal Relations is working with our peer institutions in Illinois and across the country to encourage congressional action in support of DACA recipients. Also this quarter, the White House has turned its focus to tax reform with the goal of working with Congress to complete tax reform by the end of 2017.

Turning to the federal agencies, on September 22 the Department of Education withdrew the 2011 and 2014 guidance for campuses on sexual violence and issued a new interim guidance on how to investigate and adjudicate allegations of campus sexual misconduct under federal law. A public comment period leading to the issuance of a formal rule is expected to commence in the next few months.

Congress

On September 8, Congress passed a continuing resolution (CR) allowing government operations to continue from October 1 through December 8, 2017 at FY2017 funding levels. Operating under a CR coupled with limited congressional progress on the path forward for completing the FY2018 appropriations process leads to uncertainty and conservative spending within federal agencies. The House and Senate have approved the FY2018 budget resolution which sets overall spending levels for defense and nondefense discretionary spending and paves the way for avoiding the Senate filibuster on tax reform legislation. Now that the top-line spending levels have been set, we can expect negotiations to resume on the FY2018 appropriations package. Given the focus on tax reform in November, it is likely that we will see another short-term CR before FY2018 appropriations are finalized.

This quarter, Congress spent considerable time and energy on tax reform. House leadership is optimistic that tax reform can conclude by Thanksgiving despite the historically protracted nature of tax reform negotiations. The details of the negotiations are being closely held and, as of this writing, tax reform legislation has not been introduced. However, numerous provisions that have been discussed in the recent past or that the higher education community believes are currently being discussed would, on balance, be unfavorable for NIU students and families, employees, and the institution. Broadly, NIU equities from athletics to advancement to human resources and beyond could be impacted. Federal Relations is working across campus to understand our potential exposure and in concert with our peer institutions in Illinois and across the country to constructively engage Congress.

The House Committee on Education and the Workforce is beginning to ramp up its work on reauthorizing the Higher Education Act (HEA). We may see a comprehensive bill introduced this year and some Members have already started introducing piecemeal bills such as the Expanding Education for America's Workforce Act (a bill that strengthens ties between higher education and existing workers) and the Title IX Protection Act (a bill that codifies Obama-era Title IX provisions). The need for HEA reauthorization will only continue to grow: the Perkins loan program expired in September and the Pell grant automatic increases expire

starting in FY2018, neither issue is likely to be addressed outside of a broader HEA bill. The Senate is not expected to act on HEA this year.

Federal Engagement with NIU

Recent and upcoming federal engagements with NIU include:

- August 1: Congressman Adam Kinzinger. Congressman Kinzinger met with President Freeman, Provost McCord, Senior Associate VP Edghill-Walden, the DeKalb Chamber of Commerce, and the Mayor of DeKalb to discuss issues of mutual interest to the university and community.
- August 1: Congressman Randy Hultgren. Congressman Hultgren met with Trustee Wasowicz, Associate VP Cotsones, Dean Rajagopalan, and leaders of the NIU-IDEAL Industries Intrapreneurship Program, NIU-EIGERlab, and College of Business to discuss NIU's support of regional entrepreneurship and innovation, on the occasion of Startup Day Across America, a congressional day of action that Congressman Hultgren co-chairs.
- September 29: Senator Dick Durbin. Senator Durbin was interviewed by NIU student Laura Cholula-Vivaldo for the NIU Latino Oral History Project. The interview will be publicly available.
- October 21: Congressman Bill Foster. Congressman Bill Foster attended STEMfest for the first time where he met President Freeman and toured the festival with Provost McCord and STEM Outreach Director Pati Sievert. He interacted with dozens of NIU students, faculty, and community members and led a science demonstration.
- October 21: Congressional Welcome Letter. For the third year running, the STEMfest brochure featured a congressional welcome letter that praises NIU and STEMfest. This year the letter was signed by Senators Durbin and Duckworth and Reps. Kinzinger, Foster, Lipinski, Bustos, Hultgren, Robin Kelly, Roskam, Krishnamoorthi, and LaHood.
- February 13, 2018: MAC Congressional Reception. NIU Federal Relations is helping to organize the MAC's first-ever congressional reception, which will showcase the strengths of MAC institutions and foster stronger relationships amongst the MAC schools and between our congressional delegations. Details are still coming together.
- March 14, 2018: Federal Agency Visits and NIU Congressional Reception. NIU Federal Relations and the Alumni Association are partnering on a congressional reception that will showcase NIU federally funded researchers and build relationships with our alumni, federal agency officials, IL congressional delegation, and key stakeholders in national science and education policy. Researchers will visit relevant federal agencies while in DC. Details are still coming together.
- March 11-15, 2018: NIU Spring Break Trip to DC. 16 NIU undergraduate students will visit DC to learn about the federal government through touring federal buildings and meeting with federal officials from the legislative and executive branches.

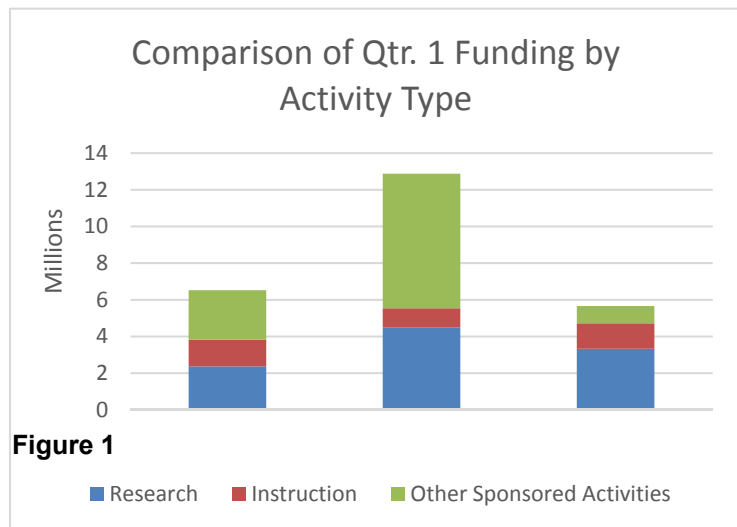
February through April is the busiest time of the year for campus visitors to Washington, DC so the list of upcoming federal engagements with NIU will undoubtedly grow during the next quarter.

The Director of Federal Relations visited campus on August 1 and August 16-18 this quarter and is next scheduled to visit campus on November 6-7 and in February 2018 (date TBD), with other visits possible as needed.

SPONSORED PROGRAMS ADMINISTRATION

For the first quarter of FY18, NIU received 66 externally funded awards totaling \$5.6 million, a considerable decrease from this timeframe last year (figure 1). The decrease is due to delays in receiving State of Illinois contracts valued at \$7 million for public service programs offered by NIU. These contracts are now in review and we expect to see them reflected on the Quarter 2 SPA Report.

Federal dollars accounted for the majority (88%) of total funding for all sponsored activities in the first quarter (figure 2). The National Science Foundation (NSF) and Department of Education (USED) provided slightly over half of all federal funding to NIU for research, instruction, and other sponsored activities. NSF's broad disciplinary programs and emphasis on fundamental science and research training aligns well with NIU's research and student training missions while funding from the Department of



Education continues to support NIU's high impact programs in visual disabilities, school psychology, and foreign languages. Throughout the fiscal year, we expect federal funding to continue as a significant source of funding for research. As State funding is received, the share of federal dollars for Other Sponsored Activities will likely decrease. Both trends are consistent with NIU's portfolio.

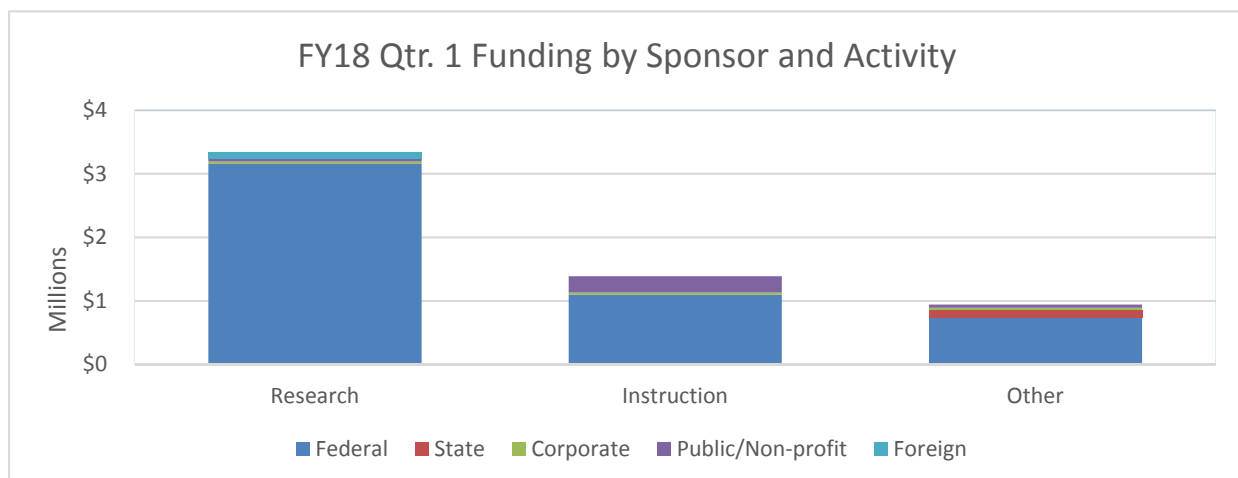


Table 1 below breaks down total federal support and the top five funding agencies for research, instruction, and other sponsored activities for this quarter.

Figure 2

SPONSOR/AGENCY- ALL FEDERALLY FUNDED AWARDS	TOTAL
DEPARTMENT OF EDUCATION	\$ 1,147,425.00
DEPARTMENT OF ENERGY (INCLUDING ARGONNE AND FERMILAB)	\$ 683,437.00
DEPARTMENT OF STATE	\$ 489,439.00
NATIONAL INSTITUTES OF HEALTH	\$ 418,295.00
NATIONAL SCIENCE FOUNDATION	\$ 1,517,360.00
ALL OTHER FEDERAL AGENCIES	\$ 740,657.00
TOTAL	\$ 4,996,613.00

Table 1

Table 2 below breaks down federally funded research by agency for this quarter. NSF funding represents NIU's strength in competing for research funding in the life and physical sciences with first quarter awards including a Major Research Instrumentation (MRI) grant that leverages private investment to expand NIU's research instrumentation as well as multiple awards to study the natural and economic effects of climate change. NIU Principal Investigators also participate in collaborations with New York University, SUNY – Stony Brook, and the University of Chicago.

SPONSOR/AGENCY – FEDERALLY FUNDED RESEARCH AWARDS	TOTAL
ARGONNE NATIONAL LAB	\$ 201,174.00
DEPARTMENT OF EDUCATION	\$ 49,786.00
DEPARTMENT OF ENERGY	\$ 185,000.00
DEPARTMENT OF HOMELAND SECURITY	\$ 385,492.00
FERMILAB	\$ 42,365.00
NATIONAL INSTITUTES OF HEALTH	\$ 418,295.00
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION	\$ 59,481.00
NATIONAL SCIENCE FOUNDATION	\$ 1,517,360.00
U.S. SECURITIES AND EXCHANGE COMMISSION	\$ 295,684.00
TOTAL RESEARCH	\$ 3,154,637.00

Table 2

Funding per college/division bears out the federal funding and research portfolio for this quarter with most awards received through our academic colleges (see Table 3). In addition to the NSF and Department of Education awards previously mentioned, the College of Business is receiving \$295k in federal funds as part of a personnel exchange program that will lend NIU faculty expertise in securities pricing to the U.S. Securities and Exchange Commission. These exchange programs provide unique opportunities for NIU faculty to engage directly with federal agencies and advance the institution's knowledge of the agency and its policy priorities, an important component for advancing external funding.

TOTAL FUNDING COLLEGE/ DIVISION	TOTAL
COLLEGE OF BUSINESS	\$ 295,684.00
COLLEGE OF EDUCATION	\$ 660,158.00
COLLEGE OF ENGINEERING AND ENGINEERING TECHNOLOGY	\$ 114,787.00
COLLEGE OF HEALTH AND HUMAN SCIENCES	\$ 23,000.00
COLLEGE OF LIBERAL ARTS AND SCIENCES	\$ 4,206,153.00
OUTREACH, ENGAGEMENT, AND REGIONAL DEVELOPMENT	\$ 113,686.00
OTHER ACADEMIC UNITS	\$ 249,439.00
TOTAL	\$ 5,662,907.00

Table 3

Sponsored Programs Administration Action Items

Sponsored Programs Administration continues to work with the Office of the Vice President for Research to identify ways to support NIU's research and scholarship missions while also enabling institutional compliance with these heavily regulated awards. Following are three action items SPA has taken this past quarter in the areas of compliance, funding development, and grants management.

1. Compliance	A new overhead rate agreement was executed with the Federal government. NIU's on campus research and instruction rates increased from 47% to 49% and these rates will be in effect for at least five years. SPA is working with faculty and agencies to implement these new rates.
2. Funding Development	Three sessions have been offered through the PI Academy Professional Development Series, a series aimed at providing insight about the range of activities of a successful Principal Investigator. Sessions included Working with the Division of Research and Innovation Partnerships, Positioning Yourself as a Researcher, and Working with Research Methodology Services.
3. Grants Management	One session has been offered through the new Grants Administration and Management Series (GAMS), a series aimed at providing functional grants administration guidance to Principal Investigators and staff providing administrative support to grants. The series <i>Everything You Need to Know about Sponsored Budgets</i> was well received and met standing room only capacity.

FACULTY SCHOLARSHIP

Dr. Aaron Spencer Fogleman, Professor of History, and Presidential Research, Scholarship and Artistry Professor discussed his award winning book *Two Troubled Souls: An Eighteenth-Century Couple's Spiritual Journey in the Atlantic World*. The narrative offers a lens through which to better understand how individuals engaged with the eighteenth-century Atlantic world and how men and women experienced many of its important aspects differently. Jean-Francois Reynier, a French Swiss Huguenot, and his wife, Maria Barbara Knoll, a Lutheran from the German territories, crossed the Atlantic several times and lived among Protestants, Jews, African slaves, and Native Americans from Suriname to New York and many places in between. While they preached to and doctored many Atlantic peoples in religious missions, revivals, and communal experiments, they encountered scandals, bouts of madness, and other turmoil, including within their own marriage. Based on five years of work with archives in Germany, Switzerland, and numerous places in the United States, *Two Troubled Souls* won the prestigious American Historical Association's 2014 James A. Rawley Prize for the best book in Atlantic History.

STRATEGIES TO SUPPORT SCHOLARSHIP

The mission of Northern Illinois University encompasses excellence and engagement in teaching and learning, research and scholarship, creativity and artistry, and outreach and service. Each of these activities enhances and deepens the others. High quality programs in research, scholarship, and artistry are essential for the recruitment and retention of students and faculty, both of which will become increasingly important as competition for students increases. Following an analysis of program strengths, weakness, opportunities, and threats (a SWOT analysis), the Division of Research and Innovation Partnerships (RIPS) in collaboration with the Division of Academic Affairs proposes a vision and strategy to strengthen and increase research, scholarly, and artistic activity across campus. Although initial implementation steps of the strategic plan are underway, campus-wide conversations throughout the remainder of AY 2017-2018 will sharpen and improve the plan.

As a draft vision for NIU research and innovation, scholarship, and artistry we propose:

Preparing Northern Illinois and the Nation for a Century of Change.

As a leading public research university, Northern Illinois has the responsibility and opportunity for preparing our region and students for the challenges of the future. A focus on regional issues with national relevance will be attractive to students by offering new opportunities for meaningful engagement, and attractive to faculty by facilitating research, scholarship, and artistry. The vision rests on four strategic areas of activity:

Responding to the changing climate, Preparing for changing demographics, Leading the evolution of technology, Interpreting our changing world.

Although distinct, these four areas of activity are deeply interrelated, offering opportunities across campus for a wealth of mission-focused activities, well-matched to faculty and staff capabilities. These strategic emphases will complement and strengthen and not diminish established areas of inquiry. Scholarship around the changing environment will involve disciplines from multiple colleges seeking to understand the underlying science; develop engineering responses and humanist perspectives; and explore legal, social, and economic impacts. Changing demographics associated with growth and migration, aging and composition, offer a wide range of scholarly activities in environmental, education, and diversity studies and human and health sciences. In the coming decades, transformative and disruptive changes in technology associated with computing and sensing, advanced manufacturing, and biomedical engineering will require expertise from a broad array of scholars including computer scientists, educators, engineers, biologists, social scientists, and humanists. As our world changes, to help guide society through new terrain, there will be need and opportunity for interpretation and forecasting by the humanities and arts.

The NIU vision and plan for research, scholarship, and artistry must capitalize on the strengths and opportunities cited in the SWOT analysis while eliminating or mitigating weaknesses and threats. The SWOT analysis noted NIU's primary strengths are associated with our faculty and their efforts, numerous programs to engage our students, and administrative efforts to coordinate and leverage resources and services. An overview of weaknesses lists an inconsistent culture of research and innovation, a lack of graduate programs in key areas, and a broad lack of resources. The institution's opportunities are largely

related to the location in northern Illinois, especially with respect to the nearby national laboratories and Chicago. Leading threats to the institutional portfolio are the diminishing level of state and federal funding for scholarship and competition with large research universities, particularly those in Illinois.

Two extremely important and effective tactical steps NIU can take to further the proposed vision and strategy while acknowledging the SWOT analysis, are initiation of new doctoral programs and creation of new research clusters or centers. Our students will benefit from both initiatives; further, the former permits full realization of program scholarship potential and the latter ensures adequate personnel and resources to pursue emerging scholarly activities. With sufficient resources, a judicious combination of new doctoral programs and new clusters could lead to a 25 percent increase in scholarship (as measured by metrics appropriate to the discipline and discussed below) within three or four years.

NIU is well positioned for new doctoral programs in computer science and engineering. Both programs have Master's degrees and curricular and research capacity in place. The new programs would be uniquely responsive to regional workforce needs and fully leverage the collaborative opportunities offered by local institutions, especially the two nearby national laboratories. Doctoral programs in these areas would offer our students advanced preparation and improve their competitiveness. Each new doctoral program will significantly increase the productivity of faculty, especially because graduate students will be with NIU three to four years longer. The increased competitiveness of the programs would strengthen the success rates of faculty and attract research active faculty. A plausible estimate for the increase in research activity for each new doctoral program would be five percent per year, relative to FY17. Currently at NIU, about seventy faculty are involved in externally sponsored research. A new doctoral program in computer science or engineering will attract at least four new research high faculty and four new external research grants, corresponding to a five percent increase. Resources required for recruiting and equipping the new faculty will be realized through Program Prioritization, the enrollment strategic plan, and succession planning.

Creation of clusters or centers is a well-established technique for increasing scholarly activity. Much as with the new doctoral programs, establishing one cluster per year each with four active scholars would increase productivity by about five percent per year relative to FY17. The metrics used to measure growth will vary with the discipline, but will typically be some combination of grants, articles, books, presentations, performances, and exhibitions and can be analytically benchmarked in many disciplines. Clusters would be established through a partnership with the Divisions of Academic Affairs and Research and Innovation Partnerships. The Provost can dedicate tenure lines to the centers or clusters. The Vice President of RIPS can assist with the funding of new lines and startup funds. In the scientific and engineering disciplines, about \$500k per year for three years for a total of \$1.5M (beyond the tenure lines) would be sufficient to establish a four-person cluster. After the initial three-year period the new clusters would be expected to be self-sufficient. Costs would be significantly lower for clusters or centers in the humanities or arts.

The Divisions of Academic Affairs and Research and Innovations Partnerships have held preliminary discussions with each College to discuss notional clusters and centers that are unique and regionally relevant. Possibilities include emphases in advanced technology for instruction in CEDU; advanced manufacturing and biomedical engineering in CEET; aging in community in CHHS; data sciences, water in a changing world, and restoration of damaged ecosystems in CLAS; environmental policy in CLAW; and data visualization in CVPA. All of these are responsive to the vision, strategic emphases, and SWOT analysis. All of these clusters and centers, in addition to potentially new targeted centers and clusters, would support humanistic and artistic interpretation of our changing world. Initial policy steps have been taken to operationalize cluster and center proposals, selection, implementation, and assessment.

There are other important and necessary tactical steps the University can take to increase the scholarly portfolio. These include deliberate leveraging of internal and external partnerships, improving infrastructure (particularly equipment), reducing impediments, modernizing and expanding RIPS support, ensuring

mentorship, and providing resources for innovation. Conversations are underway between Argonne National Laboratory and CLAS, CEET, and CVPA for future collaborations. Opportunities to partner with equipment manufacturers are also under discussion. The Research and Innovation Advisory Council has developed a list of policy, financial, and travel impediments requiring attention; significant progress has already occurred, more opportunities remain. RIPS has embarked on a campaign to modernize processes and is refining a program of professional development and mentorship for faculty.

UNIVERSITY PRESS REQUEST FOR PROPOSAL

Summary: In response to the Program Prioritization process that identified the Northern Illinois University Press (NIUP) as a candidate for further review, the Division of Research and Innovation Partnerships (RIPS) has diligently explored options for sustainability of the NIUP Press (NIUP) that would ensure support for scholarship in topical areas for which the NIUP has a world-wide reputation. Maintaining the NIUP imprint through a merger with an acquiring University Press assuming NIUP press functions would serve the academic community at reduced cost. RIPS has developed a request for proposals (RFP), open to American Association of University Presses (AAUP) members in the U.S., to form a collaborative relationship with the NIUP Press imprint. As part of the RFP, and in the interest of supporting the academic community, NIU seeks to retain both the Orthodox Christian and Slavic studies titles under the NIUP Press imprint. As a key feature of the RFP, current and future contracts will be honored.

Background: Founded in 1965, the NIU Press publishes outstanding works of scholarship for a global audience and has 600 books in print promoting the reputation and research mission of the University. The Press specializes in Slavic and Orthodox Christian studies. Upon release of the Program Prioritization report, the University received letters and emails citing the academic excellence of the NIUP, the positive impact on the University reputation, and the outstanding support of academic scholarship in Slavic and Orthodox Christian studies. Since the spring of 2016, options for the NIUP have been explored with the guidance of the AAUP and the assistance of an external expert. Acquisition by an external, established university press was deemed the most likely to serve the academic community, ensure the continuity of the imprint, and ensure a sustainable path forward.

**COLLECTIVE BARGAINING AGREEMENT
NIU INSTRUCTORS' UNIT, LOCAL 4100 OF UPI**

Summary: Northern Illinois University (NIU) negotiates with seventeen collective bargaining organizations representing different faculty and staff employee groups. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees. The following collective bargaining agreement is the outcome of negotiations with the NIU Instructors' Unit, Local 4100 of the University Professionals of Illinois (UPI) and is submitted to the Board of Trustees for approval.

- 1) ***Bargaining unit:*** NIU Instructors' Unit, Local 4100 of The University Professionals of Illinois, AFT, IFT, AND AFL-CIO, representing approximately 200 employees of this classification.

Scope of Negotiations: Full agreement

Tentative Agreement for Board Action: A five-year successor agreement, effective July 1, 2016 through June 30, 2021. (Appendix A)

Recommendation: Terms and conditions of this agreement are consistent with University policies and guidelines. The university recommends approval of this collective bargaining agreement.

**COLLECTIVE BARGAINING AGREEMENT
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150 – CAMPUS GROUNDS DEPARTMENT**

Summary: Northern Illinois University negotiates with seventeen collective bargaining organizations representing different employee groups. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees.

- 1) ***Bargaining unit:*** International Union of Operating Engineers, Local 150, representing approximately twenty five (25) employees in the Campus Grounds Department.

Scope of Negotiations: Extension of full agreement, which includes addition of parking provision and application of FY18 increment. There are no changes to wages aside from campus wide increments that occur during the extension.

Tentative Agreement for Board Action: A one-year extension agreement, retroactively effective from July 1, 2017 through June 30, 2018. (Appendix B)

Recommendation: Terms and conditions of this agreement are consistent with University policies and guidelines. The University recommends approval of this collective bargaining agreement.

**COLLECTIVE BARGAINING AGREEMENT
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150 – MATERIALS MANAGEMENT DEPARTMENT**

Summary: Northern Illinois University negotiates with seventeen collective bargaining organizations representing different employee groups. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees.

- 1) ***Bargaining unit:*** International Union of Operating Engineers, Local 150, representing approximately ten (10) employees (Route Drivers) in the Materials Management Department.

Scope of Negotiations: Extension of full agreement, which includes addition of parking provision and application of FY18 increment. There are no changes to wages aside from campus wide increments that occur during the extension.

Tentative Agreement for Board Action: A one-year extension agreement, retroactively effective from July 1, 2017 through June 30, 2018. (Appendix C)

Recommendation: Terms and conditions of this agreement are consistent with University policies and guidelines. The University recommends approval of this collective bargaining agreement.

**COLLECTIVE BARGAINING AGREEMENT
METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 675 - TELECOMMUNICATORS**

Summary: Northern Illinois University negotiates with seventeen collective bargaining organizations representing different employee groups. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees.

- 1) ***Bargaining unit:*** Metropolitan Alliance of Police, representing approximately twelve (12) Telecommunicators (dispatch) in Department of Police and Public Safety.

Scope of Negotiations: Extension of full agreement, which includes addition of parking provision, consolidation of overtime language, and application of FY18 increment. There are no changes to wages aside from campus wide increments that occur during the extension.

Tentative Agreement for Board Action: A two-year extension agreement, retroactively effective from July 1, 2017 through June 30, 2019. (Appendix D)

Recommendation: Terms and conditions of this agreement are consistent with University policies and guidelines. The University recommends approval of this collective bargaining agreement.

STUDENT INTERNSHIP PARTNERSHIP/LEASE OR LICENSE PROPOSAL

Executive Summary: As last approved at the August 17, 2017 special board meeting, the proposed on-campus internship initiative with Discover Financial Services (Discover) remains in development and is tracking for an August 2018 start for the program instead of the originally envisioned January 2018. Under the terms of the Board's August approval, this item was to be re-assessed if a final agreement was not executed by the December 2017 board meeting. While taking longer than originally expected to finalize the agreement, discussions with Discover over the terms of the agreement are advancing with continued confidence and may be completed before the March 2018 board meeting. Given the unique nature of this agreement and the need for both parties to ensure a complete understanding of the details of this partnership, reauthorization for executing this agreement is requested up to May 2018.

Background: The envisioned agreement with Discover includes the framework for a student internship program and for lease or license of DeKalb campus space. The student interns and their Discover mentors will collaborate on Discover-initiated programming tasks in a conveniently-located, creative, innovative, and collaborative environment. The partnership has the potential to provide 30 or more annual internship opportunities for computer sciences students and students from related disciplines. The campus-based internship program represents an effective tool for student recruitment; permits student interns access to other university programming such as JobsPLUS; and opens the possibility of corporate input in future curriculum development.

The leasing or licensing agreement is anticipated to include authorization for Discover to renovate the designated space to meet their specific needs. The University would exercise final design approval and monitor construction activities to ensure adequate protection of facility systems. The renovation would focus on creating flexible collaboration and teaming areas for the student interns. To ensure Discover can recover their anticipated renovation investment, a multiyear leasing or licensing agreement in excess of three years may be required. Additionally, to ensure the University receives a fair and reasonable compensation for the use of state property, a leasing or licensing rate will be negotiated based on market rates for similar property.

This reauthorization shall be delegated to the President for final signature on the agreement provided the agreement conforms to the programming concept and framework described above; the agreement can be executed prior to the meeting of the Board scheduled for May 2018; and the agreement includes no financial obligations in the aggregate of \$250,000 or more for the University. If a final agreement is not executed within the above contemplated parameters by the meeting of the Board scheduled for May 2018, the Board shall re-assess the matter and, if appropriate, extend the authority authorization granted and delegated pursuant to this Board item. If the terms and conditions of the proposed arrangement deviate substantially from the program goals and framework outlined above, the President will return the matter to the Board for consideration of substantial modifications to the proposal.

Funding: This is a revenue-generating agreement anticipated to be over \$250,000 in value to the University. Discover will provide funding to support associated initial renovation costs.

Recommendation: The University requests Board of Trustee approval to continue advancing this program and approval for reauthorization for executing this agreement up to May 2018.

GRANT AND CONTRACT AWARDS

ANTHROPOLOGY

National Science Foundation for "CAREER: Exit Strategies: Assessing Long-Term Social, Cultural, and Political Impacts of the Depart of INGOs in Rural Haiti." Mark Schuller.

Award: \$73,512.00. (Cumulative \$302,570.00).

April 1, 2018 - March 31, 2019. (Organized Research) Applied Research.

This project studies the long-term social, cultural, and political impact of international NGO aid in eight rural areas in Haiti, and includes a field school for U.S. graduate students and a NGO Summer Institute and research methods seminar.

BIOLOGICAL SCIENCES

Nature Conservancy for "Student Internship at the Nature Conservancy." Nicholas Barber.

Award: \$9,900.00.

September 1, 2017 - May 15, 2018. (Instructional Programs) Instructional Programs.

Funds will support a student internship at the Nature Conservancy.

CENTER FOR SOUTHEAST ASIAN STUDIES

Department of State for "Leading and Organizing for Change in Southeast Asia." Judy L. Ledgerwood/Gena Flynn.

Award: \$240,000.00. (Cumulative \$703,885.00).

September 1, 2017 - August 31, 2018. (Other Sponsored Activities) Public Service.

Participants from SE Asia will learn about civic engagement in the US through the study of US history through written resources, visits to historical sites, hands-on volunteering and civic activism, and interaction with inspiring civic leaders.

Department of Education for "Title VI National Resource Centers and Foreign Language and Area Studies Fellowships Program." Judy L. Ledgerwood.

Award: \$237,660.00. (Cumulative \$2,008,140.00).

August 15, 2017 - August 14, 2018. (Instructional Programs) Instructional Programs.

Funds will continue to be used to support the Center for Southeast Asian Studies.

CHEMISTRY AND BIOCHEMISTRY

University of Technology, Sydney for "Advanced Immunogenic Lifting Devices for Fingerprint Detection Phase 2." Oliver Hofstetter.

Award: \$77,004.00.

July 1, 2017 - June 30, 2018. (Organized Research) Applied Research.

This project extends and continues the earlier project, developing capture reagents capable of interacting with fingerprint components and designing methods for their immobilization on membrane-like support materials.

National Institutes of Health/DHHS for "Generation and Biophysical Evaluation of Generic Fab Antibody pH Switches." Richard James Horn.

Award: \$418,295.00.

September 1, 2017 - August 31, 2020. (Organized Research) Basic Research.

To investigate new methods to indirectly control conventional antibody interactions through pH-based control of the antibody's VH/VL interface.

National Science Foundation for "MRI: Acquisition of Liquid Chromatograph/Mass Spectrometer for Research and Education." Victor V. Ryzhov/Ralph Wheeler/James Richard Horn/Melissa E.

Lenczewski/Elizabeth R. Gaillard.

Award: \$253,583.00.

September 1, 2017 - August 31, 2018. (Organized Research) Equipment.

On site access to a state of the art mass spectrometer will enable NIU to provide modern training to students and will immensely increase the research output across several departments and centers on campus.

National Science Foundation for "CAREER: Advanced Photochemical Paradigms for Enhanced Photovoltaics and Photocatalysis." Tao Xu.

Award: \$24,999.00. (Cumulative \$424,999.00).

April 1, 2017 - March 31, 2018. (Organized Research) Basic Research.

Funds are being used to support the PI's research on transformative photoelectrochemical paradigms for enhanced elementary charge transport and light harvesting processes.

ChemNova Technologies, Inc. for "Nanocoatings for multifunctional applications." Chhiu-Tsu Lin.

Award: \$20,000.00. (Cumulative \$100,000.00).

January 1, 2017 - December 31, 2018. (Organized Research) Applied Research.

The purpose of this project is to develop thermal conductive and cooling nanocomposites, NIR shielding and reflecting nanocomposites, and processes for large scale production of graphene.

Argonne National Laboratory for "Material Development for Energy Efficiency and Renewable Energy Applications." Tao Xu.

Award: \$27,776.00. (Cumulative \$91,259.00).

July 1, 2017 - June 30, 2018. (Organized Research) Applied Research.

The purpose of this project is to prepare, characterize, and improve new materials for energy efficiency and environmental applications.

COLLEGE OF ENGINEERING & ENGINEERING TECH, DEAN'S OFFICE

School District # 204, Indian Prairie for "Science and Math in Linkage with Engineering." Mansour Tahernezehadi/Jon S. Miller.

Award: \$49,786.00.

May 18, 2017 - August 31, 2017. (Organized Research) Applied Research.

The goal of SMILE is to improve the mathematics and science achievement of K-eight students by increasing teachers' content knowledge and teaching skills, and preparing them to deliver robust, research-based learning experiences using frontier technology.

COMPUTER SCIENCE

Argonne National Laboratory for "Adaptive QoS for Wide-area Data Flows (R&D Internship: Joshua Boley)." Nicholas T. Karonis.

Award: \$7,536.00. (Cumulative \$58,400.00).

May 16, 2017 - August 15, 2017. (Organized Research) Basic Research.

Funds are being used to develop new methods based on software-defined network (SDN) to provide quality of service (QoS) for end-to-end data transfer in terabit networks.

Argonne National Laboratory for "Community Dashboard Development." Michael Papka.

Award: \$65,324.00. (Cumulative \$210,301.00).

September 1, 2017 - August 31, 2018. (Organized Research) Applied Research.

The purpose of this project is to support the Advanced Integration Group in the Argonne Leadership Computing Facility in the area of Planar 4K display.

National Science Foundation for "Support US-based Students to Attend the BioImage Informatics Conference 2017 (BII 2017)." Jie Zhou.

Award: \$18,000.00.

July 1, 2017 - June 30, 2018. (Organized Research) Conference.

Funds are requested to support US-based Students to Attend the BioImage Informatics Conference 2017 (BII 2017)

ECONOMICS

University of Chicago for "Center for Robust Decision-Making on Climate and Energy Policy." Evan W. Anderson.

Award: \$18,765.00. (Cumulative \$37,161.00).

September 1, 2016 - August 31, 2017. (Organized Research) Basic Research.

The PI will work in collaboration with RDCEP researchers on the development of robust optimal control methods for economic models re: climate change.

ELECTRICAL ENGINEERING

Private Sponsor for "Implementation of Bluetooth Wireless Protocol in the NS3 Simulator." Benedito Fonseca.

Award: \$35,801.00.

July 5, 2017 - October 4, 2017. (Other Sponsored Activities) Testing/Evaluation.

Implement portions of the Bluetooth wireless communication protocol in software C++ using the Network Simulator 3 (NS3).

FINANCE

U.S. Securities and Exchange Commission for "Interpersonal Agreement." Lei Zhou.

Award: \$295,684.00.

August 14, 2017 - July 14, 2018. (Organized Research) Applied Research.

Dr. Zhou will conduct research to assess the quality and informativeness of credit ratings, develop methodologies to price securities, and assess the implications of proposed SEC rules.

GEOGRAPHIC AND ATMOSPHERIC SCIENCES

National Science Foundation for "The Role of Mesoscale Convective System Precipitation in the Hydroclimate of the Conterminous United States." Walker Scott Ashley.

Award: \$321,074.00.

September 1, 2017 - August 31, 2020. (Organized Research) Applied Research.

To understand the effects of climate change on mesoscale convective systems and the resulting socioeconomic impacts.

National Oceanic & Atmospheric Administration/Department of Commerce for "Tornadoes and Mobile Homes: An Inter-science Approach to Reducing Vulnerabilities and Improving Capacities for the Southeast's Most Susceptible Population." Walker Scott Ashley.

Award: \$59,481.00.

September 1, 2017 - August 31, 2019. (Organized Research) Applied Research.

To explore mobile home distribution and the adaptive capacity of mobile home residents to better understand tornado disaster impacts and strategies for overcoming them.

Private Sponsor for "Placing the In-Field Experiment: Strategies and Protocols for Minimizing Background Spatial Heterogeneity in Crop/Soil Environments." Andrew J. Kremenec.

Award: \$18,000.00.

August 1, 2017 - April 30, 2018. (Organized Research) Applied Research.

The goal of these experiments is to document the efficacy of differential production inputs, from seed genotype to amount and type of agrichemicals, within the spatially variant context of soil/crop environments.

DeKalb County Economic Development Corporation for "DCEDC internships." Andrew J. Kremenec.

Award: \$10,316.00. (Cumulative \$20,632.00).

August 16, 2017 - August 15, 2018. (Instructional Programs) Instructional Programs.

This project provides one Graduate Assistant to the DeKalb County Economic Development Corporation to provide research services of mutual benefit to NIU and DCEDC.

GEOLOGY AND ENVIRONMENTAL GEOSCIENCES

National Science Foundation for "Collaborative Proposal: REU Site: Water Quality and Tourism in the Riviera Maya, Mexico." Melissa E. Lenczewski.

Award: \$127,449.00. (Cumulative \$266,746.00).

September 1, 2017 - August 31, 2018. (Organized Research) Research Training.

Funds will be used to engage Latino/as and other students in research projects that link history and culture of the Yucatan Peninsula to modern water issues to develop and encourage those interested in water sciences to be our next leaders in the field.

INDUSTRIAL AND SYSTEMS ENGINEERING

Ajou University for "Usability evaluation of the French Door Refrigerator Handle." Jaejin Hwang.
Award: \$11,669.00.
August 1, 2017 - October 31, 2017. (Organized Research) Applied Research.

Funds are requested to evaluate the usability of the French door refrigerator handles.

INSTITUTE FOR THE STUDY OF ENVIRONMENT, SUSTAINABILITY & ENERGY

Illinois Science & Energy Innovation Foundation for "Creating Your Excellent Future Using Smart Meters." Kevin Martin.
Award: \$50,000.00.
June 1, 2017 - May 31, 2018. (Other Sponsored Activities) Public Service.

Funds are requested to develop a comprehensive consumer outreach and education plan on electrical smart meters and related energy efficiency programs for the Rockford area.

INTERNATIONAL TRAINING OFFICE

Department of State for "PYLP: Engaging Young Advocates in Environmental Preservation and Peacebuilding." Susan D. Russell/Lina D. Ong.
Award: \$249,439.00. (Cumulative \$749,301.00).
January 1, 2018 - December 30, 2018. (Other Sponsored Activities) Public Service.

Exchange program bringing teenagers and adult educators from the Philippines to the U.S. for exposure to/training in civic education, leadership, diversity, and community engagement, and preparation to conduct projects at home that serve a community need.

KINESIOLOGY AND PHYSICAL EDUCATION

Virginia Commonwealth University for "ENVEST Sri Lanka." Paul Wright/Lina D. Ong.
Award: \$50,158.00.
July 1, 2017 - June 30, 2018. (Instructional Programs) Instructional Programs.

The purpose of the funds is to support a multi-sport, two-way exchange program focused on youth empowerment in Sri Lanka.

MECHANICAL ENGINEERING

New York University for "Causal Relationships Underlying the Collective Dynamic Behavior of Swarms." Sachit Butail.
Award: \$17,531.00. (Cumulative \$40,207.00).
September 1, 2017 - August 31, 2018. (Organized Research) Applied Research.

The major goal of this project is to quantify social behavior in animal groups using information-theoretic methods.

OUTREACH, ENGAGEMENT, AND REGIONAL DEVELOPMENT, VP

Illinois State Board of Education for "Rochelle Migrant Education Program." Amy Jo Clemens.
Award: \$113,686.00.

April 17, 2017 - September 30, 2017. (Other Sponsored Activities) Public Service.

The purpose of the funds is to provide migrant children a comprehensive summer school program with academic and supportive services including instruction in research-based reading and mathematics along with tutoring and/or enrichment activities.

PHYSICS

State University of New York at Stony Brook for "US ATLAS Operations." Dhiman Chakraborty.
Award: \$77,697.00. (Cumulative \$152,447.00).

February 1, 2017 - January 31, 2018. (Organized Research) Applied Research.

Funds are requested to develop and maintain the ATLAS calibration database and related software.

State University of New York at Stony Brook for "US ATLAS Operations." Dhiman Chakraborty.
Award: \$74,750.00. (Cumulative \$152,447.00).

February 1, 2017 - January 31, 2018. (Organized Research) Applied Research.

Funds are requested to develop and maintain the ATLAS calibration database and related software.

National Science Foundation for "Searches for New Phenomena at the Energy Frontier." Dhiman Chakraborty.

Award: \$170,000.00. (Cumulative \$510,000.00).

August 1, 2017 - July 31, 2018. (Organized Research) Basic Research.

The major goal is to search for new laws of physics that may manifest themselves at such extremely high energies as were characteristic of the universe shortly after the Big Bang.

Fermi National Accelerator Laboratory for "Joint Appointment NIU/FNAL." Swapan Chattopadhyay.
Award: \$140,810.00. (Cumulative \$552,157.00).

September 1, 2017 - August 31, 2018. (Other Sponsored Activities) IPA or Joint Appointment.

Funds are being used, per the Cooperative Research and Development Agreement between NIU and FNAL, to support one-half of the PI's 9-month academic salary as a joint faculty appointee of the Department of Physics and the Fermi National Accelerator Laboratory.

National Science Foundation for "Development of Ultra-cold Quantum-degenerate Relativistic Electron Beams for Research and Applications." Swapan Chattopadhyay/Venumadhav Korampally/Daniel Mihalcea/Bela Erdelyi/Philippe R. Piot.

Award: \$190,000.00. (Cumulative \$560,000.00).

August 1, 2017 - July 31, 2018. (Organized Research) Basic Research.

The proposed project will progress theoretical understanding and experimental development of "ultra-cold" relativistic electron beams at its fundamental limit via field-emission from structured nano-materials and subsequent efficient acceleration."

Argonne National Laboratory for "Neutron Diffuse Scattering Studies." Omar H. Chmaissem/Matthew J. Krogstad.

Award: \$6,897.00. (Cumulative \$200,955.00).

May 28, 2017 - May 27, 2018. (Organized Research) Applied Research.

The purpose of this project is to study the effects of local lattice distortions and short-range correlations on the unusual physical properties of novel materials, such as iron based superconductors and relaxor ferroelectrics.

Ion Beam Applications, SA for "Proton Imaging Grant Agreement -Coutrakon/Bertrand." George Coutrakon/Linda S. Yasui.

Award: \$7,500.00. (Cumulative \$18,810.00).

July 8, 2017 - May 15, 2018. (Organized Research) Applied Research.

This project tests the range accuracy of the proton tomography system to determine the quantitative reduction in proton range uncertainties.

Department of Energy for "Studies of Conventional and ERL-Based Recirculator Electron Cooling for an Electron Ion Collider." Bela Erdelyi.

Award: \$50,000.00. (Cumulative \$311,000.00).

August 15, 2017 - August 14, 2018. (Organized Research) Applied Research.

Funds are requested to continue the development of PHAD with large-scale parallelization on hybrid architecture computer clusters, enhancing the performance and fidelity of electron cooling simulations.

Fermi National Accelerator Laboratory for "Formation, Manipulations and Applications of Flat and Magnetized Beams at the FAST Facility." Aliaksei Halavanau/Philippe R. Piot.

Award: \$39,845.00. (Cumulative \$119,390.00).

September 1, 2017 - August 31, 2018. (Organized Research) Applied Research.

The funds are used to support PhD Student Aliaksei Halavanau's work under the Joint University-Fermilab Doctoral Program in Accelerator Physics and Technology.

Fermi National Accelerator Laboratory for "Development of the MU2E Preliminary Design." David R. Hedin/Nicholas Pohlman/Vishnu V. Zutshi.

Award: \$2,520.00. (Cumulative \$501,421.00).

October 1, 2016 - September 30, 2017. (Organized Research) Applied Research.

The purpose of this project is to support NIU's role in developing the Muon Beamstop, SiPM Characterization, and design of the Upstream Extinction Monitor.

National Science Foundation for "Phenomenology of Electroweak Symmetry Breaking, Supersymmetry, and the Frontiers of the Standard Model." Stephen P. Martin.

Award: \$150,000.00.

August 1, 2017 - July 31, 2020. (Organized Research) Basic Research.

The goal of this project is to conduct research that advances the theoretical understanding of the frontiers of the Standard Model of high energy physics.

Department of Homeland Security for "Development of a Laser-Electron-Interaction region for Compact High-Repetition-Rate Mono-Energetic Laser-Based Gamma Sources." Philippe R. Piot.

Award: \$385,492.00. (Cumulative \$1,153,148.00).
September 1, 2017 - August 31, 2018. (Organized Research) Basic Research.

Funds are requested to develop a Laser-Electron-Interaction region for Compact High-Repetition-Rate Mono-Energetic Laser-Based Gamma Sources.

Argonne National Laboratory for "Drive- and Main-bunch beam dynamics in a wake field accelerator for soft X-ray-FEL applications." Philippe R. Piot.

Award: \$31,752.00.

August 15, 2017 - August 14, 2018. (Organized Research) Applied Research.

The research will focus on the beam dynamics associated to the formation of the drive and main bunches along with their interaction in the wake field linac.

Fermi National Accelerator Laboratory for "Joint Appointment FNAL/NIU under CRADA." Michael Syphers.

Award: \$114,088.00. (Cumulative \$344,428.00).

September 16, 2017 - September 15, 2018. (Other Sponsored Activities) IPA or Joint Appointment.

Funds are being used, per the CRADA between NIU and FNAL, to support 49% of the PI's 11-month calendar salary as a joint faculty appointee of the Department of Physics and the Fermi National Accelerator Laboratory.

Department of Energy for "X-ray Spectroscopy on Excited and Decaying Systems." Michel A. Van Veenendaal.

Award: \$130,000.00. (Cumulative \$259,000.00).

September 15, 2017 - September 14, 2018. (Organized Research) Basic Research.

The major goal is to theoretically investigate X-ray spectroscopy and scattering on nonequilibrium and decaying systems.

Argonne National Laboratory for "Graduate Student Jing Xu ANL Support." Zhili Xiao.

Award: \$30,240.00.

August 16, 2017 - August 15, 2018. (Organized Research) Applied Research.

Funds will be used for developing methods and/or procedures to fabricate and to characterize superconducting nanostructures as part of DoE funded project on superconductivity and magnetism at Argonne National Laboratory.

Argonne National Laboratory for "Fabrication and Characterization of Superconducting Nanostructures." Zhili Xiao.

Award: \$31,649.00.

June 16, 2017 - August 15, 2017. (Organized Research) Applied Research.

Funds are being used to develop approaches to probe the effect of an array of artificial defects on a superconductor.

Department of Energy for "Sensor Development for Future $e^+ + e^-$ Colliders." Vishnu V. Zutshi/Gerald C. Blazey.

Award: \$5,000.00.

July 1, 2017 - June 30, 2018. (Organized Research) Basic Research.

Funds are used to develop scintillator-based hadron calorimetry for detectors at future lepton colliders.

PSYCHOLOGY

Department of Education for "Project Prevent and Address Bullying (PPAB) for Students with Disabilities: A Multitiered Behavioral Framework." Christine E. Malecki/Julia Ogg/Michelle Demaray.

Award: \$249,979.00. (Cumulative \$730,710.00).

September 1, 2017 - August 31, 2018. (Instructional Programs) Instructional Programs.

The proposed project will prepare 24 highly-qualified, licensed school psychologists with specialized training (a) emphasizing prevention of bullying, especially with students with disabilities; and (b) improving student outcomes by decreasing bullying.

Genoa-Kingston Community Unit School District 424 for "Psychology Externship at Genoa-Kingston School District." Leslie Matuszewich/Michelle Demaray/Christine E. Malecki.

Award: \$17,977.00. (Cumulative \$105,024.00).

August 16, 2017 - May 31, 2018. (Instructional Programs) Instructional Programs.

Funds will be used to support a graduate psychology externship at Genoa-Kingston School District.

Opportunity House, Inc. for "Psychology Graduate Externship at Opportunity House."

Leslie Matuszewich/Holly K. Orcutt.

Award: \$12,314.00. (Cumulative \$90,592.00).

July 1, 2017 - June 30, 2018. (Instructional Programs) Instructional Programs.

Funds will be used to support a psychology graduate extern and faculty clinical supervisor.

School District # 86, Joliet for "Psychology Externship at Joliet School District." Leslie Matuszewich/Karen J. White.

Award: \$30,444.00. (Cumulative \$169,437.00).

June 1, 2017 - May 31, 2018. (Instructional Programs) Instructional Programs.

The purpose of this project is to support a psychology graduate student externship with Joliet School District.

Vaya Group for "Psychology Externship at Vaya Group." Leslie Matuszewich/Lisa M. Finkelstein.

Award: \$16,708.00.

May 16, 2017 - May 15, 2018. (Instructional Programs) Instructional Programs.

Funds will be used for a graduate psychology student externship at Vaya Group.

PUBLIC ADMINISTRATION

City of Geneva for "Administrative Intern (Jacqueline Nevarez)." Denise Burchard.

Award: \$16,170.00.

August 16, 2017 - May 15, 2019. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student in NIU's MPA program.

Village of North Aurora for "Administrative Intern (David Hansen)." Denise Burchard.

Award: \$430.00. (Cumulative \$25,778.00).

July 1, 2017 - May 15, 2018. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student in NIU's MPA program.

Village of Elk Grove for "Administrative Intern (Ana Elizarraga Zarazua)." Denise Burchard.

Award: \$22,222.00.

August 16, 2017 - May 15, 2019. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student in NIU's MPA Program.

Village of Lemont for "Administrative Intern (Michael Herrera)." Denise Burchard.

Award: \$16,170.00.

August 16, 2017 - May 15, 2019. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student within the NIU MPA program.

Village of Schiller Park for "Administrative Intern (Antonio Duran)." Denise Burchard.

Award: \$25,200.00.

August 16, 2017 - May 15, 2019. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student within the NIU MPA program.

Village of Skokie for "Administrative Intern (Phillip Love)." Denise Burchard.

Award: \$16,700.00.

August 16, 2017 - May 15, 2019. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student in NIU's MPA program.

Little City of Palatine for "Administrative Intern (Stephanie Sias)." Denise Burchard.

Award: \$16,170.00.

August 16, 2017 - May 15, 2019. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student within the NIU MPA program.

City of Rockford for "Planning and Public Administration Intern (Zachary Wallace)." Denise Burchard.

Award: \$13,440.00.

August 16, 2017 - June 30, 2018. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student within the NIU MPA program.

City of Sun Prairie, Wisconsin for "Administrative Intern (Marc Hooks)." Denise Burchard.

Award: \$12,480.00.

August 16, 2017 - August 15, 2018. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student within the NIU MPA program.

Village of Algonquin for "Management Intern (Ian Respeto-Irizarry)." Denise Burchard.

Award: \$2,835.00. (Cumulative \$19,005.00).

July 1, 2017 - May 15, 2018. (Instructional Programs) Instructional Programs.

The purpose of this project is to provide a valuable experiential learning opportunity to a graduate student in NIU's MPA program.

SCHOOL OF HEALTH STUDIES

Northern Illinois Food Bank for "Research and Outreach at the Northern Illinois Food Bank." Josephine Umoren.

Award: \$23,000.00.

September 1, 2017 - August 31, 2018. (Organized Research) Applied Research.

NIU will provide consultation for the Northern Illinois Food Bank related to research and nutrition education program implementations.

SPECIAL AND EARLY EDUCATION

Department of Education for "Low Incidence Personnel Program for Training of Teachers and Orientation and Mobility Instructors of Students with Visual Impairments with Additional Training in Assistive Technology and English Language Learners." Gaylen G. Kapperman/Stacy Kelly/Jodi Sticken.

Award: \$250,000.00. (Cumulative \$1,250,000.00).

August 16, 2017 - August 15, 2018. (Instructional Programs) Instructional Programs.

The major goal of the program is to train graduate students as teachers and orientation and mobility specialists to serve the needs of blind and visually impaired children in grades P-12.

Department of Education for "Preparing New Teachers of Students with Visual Impairments and Existing Personnel with Certifications in Assistive Technology for the 21st Century Workforce." Stacy Kelly/Sean Tikun.

Award: \$250,000.00. (Cumulative \$500,000.00).

May 2, 2017 - May 1, 2018. (Instructional Programs) Instructional Programs.

The purpose of this program is to train undergraduate and graduate students as teachers and assistive technology instructors to serve the needs of children who are blind or visually impaired in preschool through 12th grade.

Department of Education for "Preparing the USA for the UEB: A Massively Open Online Course for Personnel Providing Vocational Rehabilitation Services or Educational Services to Youth and Adults who are Blind." Stacy Kelly/Thomas J. Smith.

Award: \$110,000.00. (Cumulative \$440,000.00).

October 1, 2017 - September 30, 2018. (Instructional Programs) Instructional Programs.

Development and implementation of a Massively Open Online Course (MOOC) for retraining service providers in the field of visual impairments in schools and rehabilitation settings on the new Unified English Braille program.

STATISTICS

Casualty Actuarial Society (CAS) for "Pricing Cyber Insurance for a Large-Scale Network." Lei Hua.

Award: \$20,000.00.

August 14, 2017 - August 13, 2022. (Organized Research) Applied Research.

To develop a novel frequency-severity model for assessing cyber risks for a large-scale network based on a reasonably small set of underwriting information, while accounting for the heterogeneity of the network nodes and their interdependence.

SUMMARY OF GRANT/CONTRACT AWARDS
Office of Sponsored Projects – Fiscal Year 2018
July 1, 2017 – September 30, 2017

	THIS REPORT	FY 2018 CUMULATIVE
DOLLARS AWARDED BY SOURCE		
Federal Government	4,996,613	4,996,613
State of Illinois	113,686	113,686
Corporate	106,679	106,679
Public/Not for Profit	349,756	349,756
Foreign	96,173	96,173
Total	5,662,907	5,662,907
DOLLARS AWARDED BY PURPOSE		
Instruction	1,387,273	1,387,273
Research	3,331,810	3,331,810
Public Service	653,125	653,125
Other Sponsored Activities*	290,699	290,699
Total	5,662,907	5,662,907
DOLLARS AWARDED BY COLLEGE		
College of Business	295,684	295,684
College of Education	660,158	660,158
College of Engineering and Engineering Technology	114,787	114,787
College of Health and Human Sciences	23,000	23,000
College of Law	0	0
College of Liberal Arts and Sciences	4,206,153	4,206,153
College of Visual and Performing Arts	0	0
Outreach, Engagement, and Regional Development	113,686	113,686
Other Academic Units	249,439	249,439
Other University Units	0	0
Total	5,662,907	5,662,907

*Includes Student Service, Equipment, Testing/Evaluation, Joint Appointments, Conference, and other.

APPENDIX A

Collective Bargaining Agreement, NIU Instructors' Unit, Local 4100 of UPI

COLLECTIVE BARGAINING AGREEMENT

**by and between
The Board of Trustees
for and on behalf of
NORTHERN ILLINOIS UNIVERSITY**

and

**NIU INSTRUCTORS' UNIT,
LOCAL 4100 OF THE UNIVERSITY PROFESSIONALS
OF ILLINOIS, AFT, IFT, AND AFL-CIO**

July 1, 2016 - June 30, 2021

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PREAMBLE

It is the intent of the Board of Trustees and the Union to promote the quality and effectiveness of education at Northern Illinois University and to promote high standards of academic excellence in all phases of instruction. The Board and Union also recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and will provide an environment conducive to the delivery of high quality education.

DEFINITIONS

Performance by Designee

Any action or responsibility assigned to an official or representative of the Board, the University, or the Union may be performed by a designee of such official or representative.

Titles or Heading or Placement

Any titles or headings that are inserted solely for convenience or reference shall not be deemed to limit or change the meaning, construction, or effect of any provision of this Agreement.

Whenever Used in This Agreement:

1. *Academic term* shall mean a semester.
2. *Board* shall mean Board of Trustees of Northern Illinois University legislatively created to “provide for the management, cooperation, control, and maintenance of the Northern Illinois University” (110 ILCS 685/300-1 et seq.). To the extent provided by the Illinois Educational Labor Relations Act (IELRA), the term "Board" shall also refer to any successor agency of the Board of Trustees of Northern Illinois University as designated in the legislative action noted above.
3. *Chapter President* shall mean the President of the Northern Illinois University subdivision of the Instructors’ Unit -- UPI Local #4100.
4. *Credit Hour* shall mean a unit of academic credit assigned by the University in the College Catalog.
5. *Credit Unit Equivalency (CUE)* shall mean the credit which faculty members receive toward workloads for each instructional or non-instructional assignment.
6. *Days* shall mean calendar days unless otherwise specified.
7. *Department* shall mean the University department, division, unit, or other organizational entity in which an employee is primarily employed.
8. *Department Chair* shall mean the person immediately responsible for the University department, division, unit, or other organizational entity in which a bargaining unit member is primarily employed.
9. *Employee* shall mean a member of the bargaining unit described in definition 11.

10. *Grievance* shall mean a complaint that is properly presented in full compliance with Article 11.
11. *Instructors*, unless specified otherwise, shall mean all faculty members in the bargaining unit in the ranks of Faculty Assistants, Instructors, and Lecturers who hold temporary appointments of 50% or more of a normal faculty appointment (see Article 1 - Recognition).
12. *Intercession* shall be defined in accordance with the academic calendar as that period of time following the conclusion of the spring semester and prior to the beginning of the summer session.
13. *Program need* shall mean any and all administrative determinations with respect to curricular requirements, student demand, projected enrollments, courses to be offered, staffing needs, hiring priorities, instructional and other assignments, and budgetary control, as well as any and all aspects of management rights which are encompassed under Article 14. Determinations related to *program need* shall be made by the respective Department Chair.
14. *State Universities Retirement System (SURS)* shall mean the retirement system established by Article 15 of the Illinois Pension Code (40 ILCS 5/15-101 et seq.), or its successor.
15. *Summer session* shall be defined in accordance with the academic calendar as that scheduled academic period during which instructional activities are afforded in an accelerated format during the months of June, July, and August.
16. *Transfer* shall mean a change in the designated department/unit at NIU.
17. *Union* shall mean the University Professionals of Illinois, NIU Instructors' Unit, Local #4100, an affiliate of the AFT, IFT, and AFL-CIO.
18. *Union Officials* shall mean the President, Vice President, Secretary, Treasurer, Chief Negotiator, UPI Executive Board Officer, and Grievance Officer for the NIU Instructors' Unit, Local #4100.
19. *Union President* shall mean the President of the UPI Statewide Faculty Local #4100.
20. *University* shall mean Northern Illinois University or any successor name for Northern Illinois University.
21. *University President* shall mean the chief administrative officer of Northern Illinois University.
22. *University Provost* shall mean the chief academic officer of Northern Illinois University.

Article 1

RECOGNITION

Northern Illinois University, pursuant to authority vested in it by the Board of Trustees, shall be considered the Employer. The University, as Employer, shall recognize the University Professionals of Illinois (UPI), Local #4100, as the exclusive bargaining representative for all persons in the bargaining unit. As defined in the Illinois Education Labor Relations Board certification, the bargaining unit:

Includes: All full-time faculty members in the ranks of Faculty Assistants, Instructors, and Lecturers who currently hold temporary appointments of 50% or more of a normal faculty appointment, including employees who devote 50% or more of their working time to non-instructional duties at Northern Illinois University.

Excludes: Retirees who have been rehired as temporary faculty, faculty who are employed exclusively at off-campus sites, faculty employed at the College of Law, faculty who are employed for less than two calendar quarters, faculty who have been offered regular continuing appointments conditioned on their obtaining a necessary visa or on completion of their work for a degree, persons employed part-time but who are full-time graduate students (nine credit hours or more per semester), employees whose salaries, benefits and other working conditions are specified in governmental grants, all other statutorily excluded persons (supervisors, managerial, confidential and short-term employees, students, and any others excluded by statute).

Nothing contained in this Agreement shall be construed to prevent the Board or the University, or their members, officials, agents, or representatives from meeting with any individual or organization to discuss any matter. The specific and express terms of this Agreement, however, shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.

Article 2

CONSULTATION

Both parties recognize the importance of continued discussions on topics pertinent to the administration of this Agreement or any other mutually agreeable matters. Such dialogue is consistent with the intent of establishing a harmonious working relationship that should serve to facilitate the achievement of common objectives, promote high standards of academic excellence, and support an environment conducive to the effective delivery of a high quality education.

Consultation is a process by which each party is afforded an opportunity to professionally present ideas, create possible solutions, and express opinions on mutually selected topics. Such process carries with it no authority to alter or ignore the terms of this Agreement and shall not constitute or be used for the purposes of negotiation or discussion of grievances.

Such process carries with it a responsibility by both parties to meet on a periodic basis as requested or prescribed below. Accordingly, both parties agree to the following:

1. The Union Chapter President and the University Contract Administrator shall meet periodically for the purpose of discussing matters relevant to the administration of this Agreement or any other mutually agreeable topics. Upon mutual agreement, both parties may invite such other persons as deemed necessary for the proper discussion of mutually selected topics. Such meetings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.
2. The Northern Illinois University Provost and the Union Chapter President shall meet once each semester or as the parties agree for the purpose of discussing matters pertinent to the administration of this Agreement or any other mutually agreeable matters. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons who are invited. The meetings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.
3. The Vice President for Administration and Human Resources (or designee) and the Union Chapter President shall meet once each semester or as the parties agree for the purpose of discussing mutually agreeable matters related to the Instructors' bargaining unit. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons who are invited. The meetings shall be held on mutually agreeable dates, and at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.

Article 3

EMPLOYMENT

3.1 Appointment Letters

Prior to employment at the beginning of the University's academic year/term, each employee shall receive an individual appointment letter. The appointment letter shall indicate the following:

- a. the type and period of appointment, including the beginning date and ending date;
- b. the basic monthly salary of the employee for the term of the appointment;
- c. the employee's title;
- d. that the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Trustees and the University, including the terms of any applicable Collective Bargaining Agreement.

Any modification in the employee's terms of appointment will be reflected in a revised letter that will be issued to the employee.

3.2 Instructor Appointments

- a. All appointments of Instructors shall be contingent upon program need, funding availability, and professional qualifications. All decisions relevant to program need, funding availability, and professional qualifications will be made by Department Chairs. Decisions regarding the qualifications of current Instructors who seek consideration for possible new assignments shall be made in consultation with the affected Instructor.

In determining qualifications to teach specific courses or perform other instructional duties, Chairs shall give highest priority consideration to whether an Instructor (i) possesses a graduate degree in the specialty area to be taught, or in the work to be performed if a graduate degree is relevant to that work and (ii) has successfully taught the courses or performed the duties during the past four years. Courses taught and duties performed at NIU shall be given priority over courses taught and duties performed at other institutions.

It shall be assumed that Instructors who have previously taught courses or performed duties at NIU did so successfully unless their annual evaluation letters contain explicit statements indicating that they have not done so. Instructors who have previously taught courses or performed instructional duties at other institutions must provide some evidence that they have done so successfully. This evidence can include, but is not limited to, student evaluations of their teaching or written comments from supervisors about their performance of other duties.

- b. If no member of the bargaining unit has the qualifications to fill a position required by program need, a Department Chair may offer an Instructor appointment to a non-bargaining unit member.

- c. Appointment Tie-Breaker- If one or more assignments cannot be distributed equally among the affected Instructors, lots will be drawn to determine which Instructor(s) will receive the extra assignments.
- d. Any Instructor who receives an annual evaluation of unacceptable (evaluation score = 1) shall not be eligible for reappointment. Additionally, any Instructor who receives two annual evaluations of below average (evaluation score = 2) in any three-year period shall not be eligible for reappointment. All evaluations of 2 (below average) shall require a Remediation Plan in accordance with Article 7.9.
- e. All members of the collective bargaining unit will be issued contracts of not less than 9-months' duration and any contracts for less than 9 months will be changed to 9 months. In those cases in which uncertainty over future funding or enrollment prevents NIU from making a firm commitment to a full 9-month contract, the contract shall include the following language allowing for early termination depending on program needs:

This contract is subject to termination as of December 31, 20__ in the event that the Department Chair determines that program needs do not warrant continuation of the position beyond the initial 4.5-month period. In the event that this provision is exercised by the Department Chair, notification shall be provided to the Instructor no later than the Friday before the scheduled finals week of the given fall semester.

Determinations related to "program need" with respect to the exercise of the contingency clause shall be made by the respective Department Chair.

Upon request, an Instructor may have a written, signed notice of contract termination that includes the NIU logo and title of the person signing the notice, which may be sent via NIU email or hard-copy.

3.3 Declaration of Interest

- a. By **February 15** of each academic year, Instructors shall notify in writing the Chair of the Department in which they hold their appointment if they wish to be considered during the subsequent academic year for any available appointment for which they are qualified.
- b. If an employee's address and/or phone number changes between February 15 and the beginning of the subsequent academic year, it shall be the employee's responsibility to notify the Department Chair in writing of that change.
- c. By **March 15**, the Department Chair shall develop a listing of all Instructors wishing to have employment in the department in the subsequent academic year, provided that evaluations conducted in accordance with Article 7.2, make them eligible to be considered for reappointment.

3.4 Academic Year Appointments

- a. All Instructors with declared interest and eligibility for appointment during the subsequent academic year shall be placed on the primary roster, on the secondary roster, or in the employment pool. The rosters and the pool shall be created in a manner described below.
- b. All Instructors on the **primary roster** will have the title of Instructors or Faculty Assistants. To be on this roster, employees must have (i) five or more years of NIU service at 50 percent or more time and (ii) three above average evaluations or better during the last three years. Within the roster, employees with the highest overall evaluation scores shall be hired first subject to the conditions of Section 3.2 of this Article. All employees on the primary roster shall receive notification of their rehiring status on or before **May 1**.
- c. All Instructors on the **secondary roster** will have the title of Instructors or Faculty Assistants. To be on this roster, employees must have (i) two or more years of NIU service at 50 percent time or more and (ii) three average evaluations or better during the past three years (two consecutive evaluations of average or better in the case of Instructors first entering the secondary roster). Within the roster, employees with the highest overall evaluation scores shall be hired first subject to the conditions of Section 3.2 of this Article. All employees on the secondary roster shall receive notification of their rehiring status on or before the **June 1**.
- d. Instructors or Faculty Assistants who are not on the primary or secondary roster shall be included in an employment pool. To be in this pool, employees can have (i) any number of years of NIU service and (ii) any combination of annual evaluations except those that would disqualify them for rehiring. Department Chairs will consider prior evaluations of employees' performance in making hiring decisions. Notification will be as soon as possible. Individuals without prior service at NIU may be included in the employment pool.
- e. Use of Rosters and Pool
 1. When determining to whom to offer an appointment, the Department Chair shall give first preference to employees whose names are on the primary roster, second priority to those on the secondary roster, and third consideration to those in the employment pool. All appointments are subject to the conditions of Section 3.2 of this Article. Subject to program need and Instructor qualifications, the Instructors will be re-hired from primary and secondary rosters on a full-time basis (unless otherwise specified in the Instructor's most recent Declaration of Interest) before proceeding to the next qualified Instructor in the order on the roster.
 2. Subject to the conditions of Section 3.2 of this Article, employees with identical mixes of evaluation scores within the same roster will be hired in order of in-department service at the University.

At their January meetings, Chair and Instructors of each department shall agree on procedures to be used in the event that the hiring order of Instructors on the primary and/or secondary rosters cannot be determined because two or more Instructors on the same roster have identical total evaluation scores and identical lengths of in department service at the University. These procedures shall be committed to writing and disseminated to all affected parties no later than February 15. These decisions apply only to the subsequent academic year. If the Chair and the Instructors in a given department cannot reach agreement on how ties in the hiring order are to be broken, the available assignments will be divided equally between or among the Instructors with tied evaluations and seniority

- Years of service are determined on the basis of the number of academic years of service that will have been completed prior to the start of the next academic year. For example, Instructors completing their second consecutive academic year of in-department service would be placed on the secondary roster, assuming their evaluations allow for such placement. This is equivalent to four consecutive semesters of service, excluding summer and intersession terms. Rosters are compiled in late spring to govern rehiring decisions for the following academic year.

The following examples for Instructors with appropriate evaluations and no breaks in service are consistent with this Agreement:

Initial Employment	Secondary Roster Placement	Primary Roster Placement
Fall 2015	Spring 2017	Spring 2020
Spring 2016	Spring 2018	Spring 2021
Fall 2016	Spring 2018	Spring 2021
Spring 2017	Spring 2019	Spring 2022
Fall 2017	Spring 2019	Spring 2022
Spring 2018	Spring 2020	Spring 2023
Fall 2018	Spring 2020	Spring 2023
Spring 2019	Spring 2021	Spring 2024

Other situations will be governed by the appropriate sections of the Agreement.

- For each academic year, evaluation scores comprising the evaluation mix shall be derived from the three academic years immediately preceding the academic year in question (two in the case of Instructors first entering the secondary roster). In cases where a break in service has occurred, the three most recent evaluation scores shall be considered to comprise the evaluation mix.

Instructors on either roster who receive an annual evaluation of 2 (below average) shall be removed from the roster and placed in the employment pool for the following year.

- i. If an Instructor is removed from the primary roster and placed in the employment pool upon receiving a below average evaluation, and then receives an evaluation of 4 (above average) or 5 (outstanding) for the following year, this Instructor will be placed on the secondary roster. If this Instructor then receives a second consecutive 4 or 5, he/she will be returned to the primary roster.
- ii. If an Instructor is removed from the secondary roster and placed in the employment pool upon receiving a below average evaluation, and then receives an evaluation of 4 (above average) or 5 (outstanding) for the following year, this Instructor will be placed on the secondary roster. Subsequent roster placement shall be determined by the rules in Section 3.4 above.

An Instructor who is placed on the primary roster as per Section 3.4b above and who then receives an annual evaluation of 3 (average), shall, if the new evaluation of 3 causes the sum of the three most recent evaluations to fall below 12, be placed on the secondary roster. This Instructor will remain on the secondary roster until the subsequent total of his/her most recent three evaluations is 12 or more (or until a below average evaluation disqualifies him/her for placement on either roster as described above).

Examples of Evaluation Scores Appropriate for the Different Rosters

<u>Primary Roster</u>	<u>Secondary Roster</u>
555	55
554	54
544	53
444	533
553	443
543	44
	43
	433
	333
	33

5. All offers of appointment shall be conveyed in writing by the appropriate College Office to the Instructor's home address (subject to Section 3.3b of this Article). Employees shall have ten (10) days from the date of the offering letter to respond to offers made on or before June 1 as defined by the academic calendar. Offers of appointment that are made after this date, but prior to July 16, shall have a three-week response time. Offers made after July 15 will contain a specific deadline for written response.

If an Instructor fails to respond to an offer in the required time, the College may offer the position to the Instructor next in line for the position, subject to the conditions of Section 3.2 of this Article. An Instructor on the primary roster who so fails to respond shall be considered along with members of the secondary roster for

any subsequent positions, and an Instructor on the secondary roster shall be considered along with members of the employment pool for any subsequent positions. The College (or its designee) may, at its sole discretion, extend the response deadline to any Instructor.

6. Temporary appointments shall be for a specific period of one academic year or less. There shall be no presumption of renewal or extension of temporary appointments. Each temporary appointment is a separate, non-continuous appointment.

3.5 Optional Three-Year Appointments

Optional single, renewable three-year appointments may be issued to eligible bargaining unit employees at the sole discretion of the appropriate College Office. These three-year appointments may only be issued to bargaining unit employees who satisfy all of the following eligibility requirements below:

- a. Must be on the primary roster, as defined in Section 3.4b of this Article
- b. Must have evaluation scores of 4 (Highly Satisfactory/Above Average) or 5 (Outstanding) for each of the past three years

If an evaluation score of 3 (Satisfactory/Average) or below is issued at any point during the three-year appointment term, the appointment term shall automatically be converted to the standard one-year appointment and subject to all other provisions contained in Article 3.

Three-year appointment letters shall include language for withdrawal of such appointments, upon notification by the appropriate College Office, in the instances of budget shortfalls or enrollment declines, or if the responsibilities of the position are assigned to tenured or tenure-track faculty.

3.6 Failure to Notify

If the University fails to notify Instructors who are placed on the primary or secondary rosters of their reappointment status for the next academic year on or before the applicable dates for those individuals as stated in Sections 3.4 of this Article, then these Instructors shall be offered appointments for the next academic year at the same or higher percent time as the current academic year. Failure to notify Instructors who are placed in an employment pool of the status of their rehiring shall not result in any obligation to hire these Instructors for the next academic year.

3.7 Breaks in Service – Credit for Prior Service/Seniority

- a. A break in service occurs when an Instructor's continuous employment is interrupted by a period during which the Instructor is not employed as an Instructor (excluding Summer).

- b. Transfers out of the Bargaining Unit that maintain employment at the University are not considered breaks in service and are governed by Article 9 (Transfer).
- c. For purposes of determining years of service, any break in service of four (4) consecutive semesters (excluding Summer) or less shall be ignored, with applicable prior service and seniority maintained as if no break had occurred. When a break in service is more than four (4) consecutive semesters (excluding Summer) a new period of employment begins, with no credit allowed for prior service or seniority.
- d. Instructors who are rehired after having resigned from the University shall not receive credit for their prior service and seniority; their rehire begins a new period of employment.
- e. Leaves of absence, as provided in University regulations, policies and/or this Agreement, for which Instructors have applied and received approval, do not cause a break in service under this Agreement section.
- f. **To be eligible for rehire,** Instructors must notify their Department Chair in writing by February 15 that they wish to be considered during the subsequent academic year for any available appointment for which they are qualified under the Collective Bargaining Agreement.

3.8 Visiting Faculty Appointments

In accordance with NIU guidelines, individuals who meet NIU Board of Trustees and academic department criteria for appointment at the rank of Assistant Professor, Associate Professor, and Professor may be appointed to a non-tenure track position in a "Visiting" capacity. Individuals who receive Visiting appointments must possess the appropriate terminal degree for the discipline. Visiting appointments have an anticipated term of two years or less.

Visiting Faculty may be **excluded** from the Instructors' bargaining unit under one of the following conditions:

- a. Replacement for a specific tenured or tenure-track faculty member temporarily on leave;
- b. To fill a tenure-track position pending completion of a search;
- c. Hiring a scholar, artist, or professional with special expertise or acclaim;
- d. Exclusions cited in IELRB Case #92-RC-0029-C.

To remain excludable from the Instructors' bargaining unit, a Visiting Faculty appointment exceeding two years in duration must involve duties that include specialized research and service expectations associated with the ranked faculty appointments of Assistant,

Associate, or Full Professor. Visiting Faculty appointments (excluded from the bargaining unit) should not exceed two years.

When a Visiting Faculty appointment does not meet the exclusionary conditions described above, the Instructor designation should be used instead. Teaching loads for Visiting Faculty that would result in a 50 percent or greater appointment will be considered to qualify the individual for inclusion in the bargaining unit after the second year of employment as long as these appointments are also consistent with the unit description. The title for individuals in these situations would then change to "Instructor," although the University may allow them to continue to use the nomenclature "Visiting Professor" in correspondence and curriculum vitae.

By September 15 of each year, NIU will inform UPI of any Visiting Faculty appointments of 50% time or more that are excluded from the bargaining unit by the above criteria.

Article 4

PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES

4.1 Assignment of Duties

- a. The workload obligations of an Instructor may consist of classroom teaching, laboratory support, field supervision, other related duties, or some combination of these. The obligations of a particular employee will be specified in her/his letter of employment or job description.
- b. A full-time workload shall consist of twelve credit hours, or CUES per semester, plus or minus one. The expectation is that the vast majority of Instructors will typically have full-time workloads of twelve credit hours per semester. Twelve credit hours will also be the standard for determining percent time appointments below eleven credit hours, as well as for determining overloads above thirteen hours.
- c. In assigning specific courses or other instructional duties as part of workloads, Chairs shall first assign specific courses or instructional duties to Instructors who have successfully taught those courses at NIU or successfully performed those duties at NIU during the past four years.
- d. The University and Union shall work together to develop guidelines for Credit Unit Equivalencies (CUE). These guidelines are used to equate the work involved in non-instructional duties with that involved in classroom teaching (see current CUE Guidelines in Appendix A).
- e. After January 1 and prior to April 15 of each academic year, either party to this Agreement may recommend specific changes to the Credit Unit Equivalency document (Appendix A). Both parties agree to discuss these recommendations with appropriate representatives from the relevant academic departments. Joint approval by both the Union and University shall be required before any change to this Credit Unit Equivalency document is authorized and implemented.
- f. Instructors shall maintain a schedule of at least one office hour each week per every 3 CUEs of instruction. Office hours shall be scheduled to allow reasonable access for students and shall be posted. For in-person courses, with adequate, prior posting and prior notification to the Department office, one office hour per week may be scheduled on-line in lieu of traditional office time. For exclusively on-line courses, Instructors shall maintain a schedule of at least one on-line office hour per week for every 3 CUES of on-line instruction.
- g. As part of their normal workload and consistent with the CUE document, Instructors are required to attend all departmental and organizational meetings that are relevant to their duties as determined by the Department Chair. The Chair should give reasonable advanced notification of mandatory meetings. Instructors will be required to meet administrative deadlines for submitting routine documents.

- h. In the event that written curricular standards are established by a Department (including courses that are part of a sequence and that include multiple sections), the written departmental curricular standards for each course that is assigned will be provided to the Instructor at least one week prior to the start of the term in which the Instructor first teaches the course, or at the beginning of the academic term when such standards are changed. If the course requires specific methods of delivery, common course elements or topics, such as centrally-developed exams or assigned test dates, specific topics and materials, etc., these materials and this information will also be provided to the Instructor. The Department Chair shall have the ability to ensure that the curricular standards are met and any required specific methods of delivery are used by the Instructor.
- i. Ordinarily, there shall be no service or scholarship components of the workload obligations of an Instructor. College or Departmental requirements for professional development shall be consistent with the CUE guidelines.
- j. If an Instructor is appointed to perform duties which, after completion of the appointment process, are canceled or otherwise not scheduled, the Chair shall have the right, after consulting with the Instructor, to assign alternative duties consistent with the CUE guidelines and Article 4.

4.2 Professional Meetings/Conferences and Work-Related Travel

- a. Instructors may request to attend conferences or meetings associated with their professional positions at the University. Upon approval and as designated by the appropriate Chair and/or Dean, employees may be provided release time and/or full or partial reimbursement for expenses in connection with these approved professional activities including professional development activities related to college accreditation guidelines. Written authorization and approval of expenses should typically be provided **prior** to attendance at such conferences or meetings.
- b. Employees may be required at times to attend conferences or meetings directly associated with their professional positions at the University including professional development activities related to college accreditation guidelines. The Instructor may request written confirmation of any such requirement. In accordance with other University policies on this topic, employees shall be reimbursed for expenses directly related to this required assignment. Such requirement and approval of expenses should typically be provided in writing **prior** to attendance at such conferences or meetings.

4.3 Release Time

- a. The Provost may grant an Instructor release time from workload obligations to perform University service. If release time is granted, the Provost shall determine the value of the University service in terms of credit units. These credit units will count toward the employee's obligations specified above.

- b. Instructor is assigned to work on an externally funded grant or contract as part of his/her employment, the employee may request the Provost to exclude such work from the employee's assigned obligations specified above. If the work is not excluded, the Provost shall determine the value of such work in terms of credit units. These credit units will count toward the employee's obligations specified above.

4.4 Overload

- a. Voluntary Overloads

Assignments of duties in excess of the full-time workloads specified in Section 4.1 of this Article or in excess of six (6) credit hours if appointment is during the summer session shall first be offered on a voluntary basis. Voluntary overloads shall be compensated at or above the minimum rates specified in Article 20. Nothing in Article 4 shall preclude an Instructor from voluntarily assuming, without compensation, the professional responsibilities of another faculty member.

- b. Involuntary Overloads

Acceptance to teach an additional course beyond a full workload shall be on a voluntary basis. However, if program need exists or emergencies arise which cannot be met through voluntary acceptance, Instructors may be required to perform duties in excess of the full-time workloads specified in Section 4.1 of this Article or in excess of six credit hours if appointment is during the summer session. Involuntary overloads shall only include those duties which can normally be assigned to the specific Instructor's position. Involuntary overloads that are performed for an entire semester or entire summer session shall be compensated at or above the minimum rates specified in Article 20. Assignment of involuntary overload shall not exceed twenty-five percent (25%) of the full-time workloads specified in Section 4.1 of this Article.

- c. Short-Term Assignments

If an Instructor is voluntarily or involuntarily assigned to perform the duties of another faculty member for part of a semester or the summer session, the Instructor shall receive compensation prorated for the period of assignment as specified in Article 20.

- d. To preserve the integrity of academic programs and the quality of education at NIU, Instructors cannot be hired for more than full-time plus 3 CUEs without the express written permission of the Provost's Office.
- e. All overload assignments shall be accompanied by an appointment letter that includes the beginning and ending dates of the appointment as well as the monthly compensation for the period of the appointment.
- f. Except for emergency appointments that are made to replace other Instructors or to staff additional courses or sections that are added late to accommodate a surge in student

demand, payments for overload appointments shall be made on the same schedule as an Instructor's full-time appointment.

4.5 Outside Consulting or Research, and Outside Employment

Instructors shall comply with the Board of Trustees Regulation concerning Outside Employment (Regulations, Section II, Subsection B.2 as it may be amended from time-to-time), Item 10, as it may be amended from time-to-time), the Conflicts of Interest Policy (Academic Policies and Procedures Manual, Section I, Item 10, as it may be amended from time-to-time), and related State of Illinois laws such as the University Faculty Research and Consulting Act (110 ILCS 100/0.01 et seq., and the State Officials and Employees Ethics Act, 5 ILCS 430, including the submission of an annual report stating the actual amount of time spent in such activity (see the current Policy, Request/Reporting form and answers to Frequently Asked Questions at: <http://www.niu.edu/academicaffairs/faculty-affairs/outside-employment/index.shtml>).

4.6 Summer Session Appointments

- a. Summer school contracts shall be separate and distinct from academic year appointments. In other words, employment during the academic year carries no presumption that an Instructor will be offered a contract to teach during the summer session(i.e., the academic year contractual requirement to re-hire Instructors on a full-time basis according to their order on the primary and secondary rosters before re-hiring lower ranking Instructors on those rosters shall not apply to Summer Session Appointments).
- b. Summer school contracts will carry contingencies based on minimum enrollment requirements that are set by the University.
- c. Tenured and tenure-track faculty members will be given the highest priority in granting summer session appointments. Subject to program need, Instructors who taught during the immediate preceding academic year will be considered for summer session appointments along with Visiting Professors and graduate assistants.
- d. Instructors who are interested in teaching summer school shall notify their Departments Chairs in writing of their interest on or before **December 1** of the respective fiscal year in which the summer school appointment would begin.

Subject to the priorities set forth in paragraph 4.6 (c), above, as well as program need, funding availability, and professional qualifications, Department Chairs shall use the roster system to determine the priority order in which interested Instructors may be offered summer school contracts. In following the roster system, however, no Instructor in any department shall be offered a second summer school course until all qualified Instructors in that department who are interested in teaching summer school are offered one summer school course.

4.7 Intellectual Property

The Board of Trustees, in order to facilitate the useful application of knowledge, research, and other creative activity, encourages and supports efforts of employees and students to develop products, inventions, and other forms of intellectual property. It is also recognized that the Board, through the University, has certain rights and interests under Federal and State law with regard to intellectual property developed by employees and students. Such intellectual property includes inventions, products, computer software, literary and artistic works. The rights and responsibilities of Instructors regarding intellectual property shall be governed by appropriate regulations and policies adopted by the Board of Trustees and the University as applied to other University employees, including the Academic Policies and Procedures Manual, Intellectual Property Policy, Section 1, Item 6.

4.8 Distance Learning

The rights and responsibilities of Instructors regarding online courses, hybrid or blended courses (face-to-face plus instructional) and distance learning courses (taught at one location but also transmitted to another location) shall be governed by the same policies adopted by the Board and/or the University that apply to other instructional staff (see also Article 4.7 “Intellectual Property” above).

Article 5
ACCREDITATION AND CERTIFICATION

Instructors shall take seriously their professional responsibilities to maintain currency in their respective fields, to meet accreditation and/or certification requirements that apply to them, and to provide the highest possible quality of education for NIU students.

Article 6

PERSONNEL FILES

6.1 Personnel Files

As provided in the Illinois Personnel Record Review Act (820 ILCS § 40/1, et seq.) and University Policies (By-Laws, Article 13; HR Protocols for Personnel Records (see http://www.niu.edu/hrs/resources/policies/personnel_files.shtml), the University shall maintain an official personnel file for each Instructor.

6.2 Written Evaluations

All written evaluations contained in the personnel file shall be signed, except the summaries of students' numerical ratings. Anonymous individual comments shall not be placed in the personnel file. Unsolicited but signed comments from students and solicited evaluations from outside agencies, schools, or hospitals may be viewed by the employee. Names and other identifying information may be deleted from such documents.

6.3 Employee Access

Within three work days following receipt of a written request from an Instructor on a form provided by the University, an Instructor may examine her/his personnel file during the regular business hours of the office in which the file is kept, under such conditions as are necessary to safeguard the integrity and safekeeping of the file. An employee may not examine confidential materials as defined in the Personnel Record Review Act.

6.4 Employee Right to Respond

An employee may attach a concise statement in response to any item in the personnel file. Upon request and payment of the cost of photocopying, an employee may obtain copies of any non-confidential materials in the personnel file.

Article 7

EVALUATION AND EVALUATION CRITERIA

The University is responsible for performance of employees. The purposes of evaluation are to maintain the highest quality of education through input and feedback, to retain the highest quality faculty, to assess the degree of effectiveness of an employee's performance, to identify areas of strength and weakness, to improve employee performance, to respond to audit and accreditation requirements and to determine roster placement.

7.1 Annual Meeting

By **January 31**, Department Chairs will conduct a meeting of all Instructors within their departments to discuss the mandatory and optional materials to be used for the annual evaluation of performance during the calendar year. The procedures to be employed in obtaining optional information and materials shall be determined jointly by the Department Chair and the Instructors within the department. Relative weights given to evaluation materials and expectations of performance shall also be discussed at the meeting.

A written memorandum summarizing procedural matters will be sent by the Department Chair to all Instructors within the department. The Chair shall provide a copy of this memorandum to any new Instructors hired into the department after the annual meeting has been conducted.

7.2 Annual Evaluations

Chairs shall conduct annual evaluations of all Instructors within their departments. Annual evaluations shall include a review of the Instructor's performance during the previous calendar year (Spring; Summer if applicable; and Fall semesters) while appropriately reflecting the proportions of all assigned duties and responsibilities. Evaluations for new employees will be performed in a comparable manner for the semesters that they worked. Annual evaluations shall also include a summary assessment of the employee's performance during the past calendar year. This summary assessment shall be numerically designated as (1) unacceptable, (2) needs improvement/below average, (3) satisfactory/average, (4) highly satisfactory/above average, or (5) outstanding. Fractional values for ratings as described above are not to be used.

Instructors should receive annual evaluations from their Department Chair no later than **March 15** of the year following the evaluation period. One copy of the evaluation shall be signed by the employee and placed in the personnel file of the employee with a second copy of the evaluation to be given to the employee. At the employee's request, the Chair will provide time to discuss the annual evaluation.

If an Instructor fails to provide an Annual Service Report and/or other required materials by the contract's established deadline of February 15, the Chair shall send that Instructor a letter or e-mail informing the Instructor that he/she has ten (10) calendar days to provide the missing materials. If the Instructor does not provide the missing materials within ten (10) calendar days following the date of the Chair's letter or e-mail, the Instructor will be placed in the hiring pool for the upcoming academic year. If the Instructor still fails to provide the missing materials by April 15, the Instructor will receive a final evaluation of 1 (unacceptable) for the prior year.

If an Instructor supplies all of the materials required for an annual evaluation, but the Chair fails to provide an annual evaluation of that Instructor by March 15, a rating of 5 (outstanding) shall be tentatively assigned to that Instructor for hiring purposes until a final evaluation is issued. If the belated issuance of a final evaluation results in the inability of the Instructor to comply with the deadlines described in Section 7.7, the employee's right to reconsideration shall remain intact and the deadlines extended appropriately.

7.3 Split Appointments

In the event that an Instructor is appointed to more than one academic department, then separate evaluations shall be completed by the respective Department Chairs. Only the evaluation specific to a given department shall be applicable to the Instructor's roster placement or reemployment status for that department under Article 3 of this Agreement.

7.4 Mandatory Evaluation Materials

When conducting annual evaluations of Instructors, Department Chairs **shall** take into account:

- a. Annual Service Reports due to Department Chairs on February 15th (see Appendix B);
- b. Course related materials (e.g. syllabi, handouts, reading lists, exams, quizzes) for which the Instructor is responsible;
- c. Quantitative and Qualitative Student Evaluations obtained under standardized procedures (referred to below as "student responses");
 1. When referring to any particular student responses in the Instructor's evaluation, the Chair shall also note how those student responses compare to the total number of student responses received for the course and the total number of students enrolled in the course.
 2. The Chair and the department office staff shall maintain the confidentiality of student responses,

3. Copies of the qualitative student comments shall be provided to the Instructor by the conclusion of the second week of classes of the subsequent semester (if the copies are to be returned to the department, a return date shall be specified).
- d. Unsolicited, relevant, and signed student comments;

When referring to any particular student comments in the Instructor's evaluation, the Chair shall also note how those student comments compare to the total number of student comments received for the course and the total number of students enrolled in the course.

- e. Additional criteria if applicable to the **assigned** duties of the Instructor;
 1. On-campus supervision in laboratories, graduate interns or student instructors, evaluations obtained in accordance with procedures established by the department;
 2. Off-campus evaluations or written comments or supervision that are supplied by agency, school, or hospital personnel as requested by the Department Chair;
 3. Assessment of progress by students in studio classes as determined by juried performances or other methods appropriate to the discipline;
 4. Any mixed assignments of classroom instruction with other duties of supervision, laboratory support, studio, or other assignments;
- f. Other performance material jointly developed at the annual meeting.

7.5 Optional Evaluation Material

Any of the following optional information/materials may be requested by the bargaining unit member being evaluated and/or the Department Chair:

- a. Observation
 1. Observation by a faculty member of NIU selected by the bargaining unit member.
 2. Direct observation by the Department Chair or a faculty member of NIU designated by the Chair. The time and date for such observation shall be agreed upon by the bargaining unit member and the observer in advance.
- b. Solicited, signed student comments

7.6 Right to Reconsideration

If an Instructor disagrees with his/her annual evaluation, that Instructor should first meet with the Department Chair in an attempt to reconcile their differences. Such meetings shall not

extend the deadlines set forth in Section 7.7 of this Article unless the Instructor and Department Chair jointly agree, in writing, to such an extension.

If this attempt at reconciliation should fail and the employee still disagrees with the annual evaluation, the employee may then initiate a reconsideration process as outlined in Section 7.7 of this Article. The decision of the Reconsideration Committee in this process shall be final. This reconsideration process is afforded as an attempt to provide a third party professional evaluation of an Instructor's performance based upon guidelines outlined in this Article.

7.7 Reconsideration Procedures

- a. On or before **March 15**, annual evaluations of all departmental Instructors shall be completed for the previous Spring, Summer (if applicable), and Fall semesters.
- b. On or before **March 25**, an Instructor who disagrees with his/her annual evaluation and is unable to reconcile the difference with the Department Chair shall file a written request for reconsideration with their respective College Dean. This request shall include:
 1. a copy of the Chair's written assessment,
 2. a written summary of the specific aspects of the Chair's assessment with which the Instructor disagrees,
 3. the Instructor's summary assessment of their own performance on the 5-point scale described in Article 7., and
 4. any evidence specified in Section 7.2 as well as any evidence specified in Section 7.6 that was previously approved by both the Chair and Instructors at the annual meeting that set the evaluative criteria for the period under dispute.
- c. On or before **April 1**, a Reconsideration Committee shall be established to hear the case. This committee shall have three members: one member selected by the Instructor, one member selected by the Department Chair, and one member selected by the other two members. If the two designated members cannot agree on a third member by **April 8**, they shall so inform the respective University and Union grievance administrators. The grievance administrators shall select the third member of the Reconsideration Committee. In making appointments to Reconsideration Committees, all parties should seek to avoid identifiable conflicts of interest and promote an impartial evaluation of performance.
- d. The Reconsideration Committee shall make every reasonable effort to meet and render a final decision by **April 17**. The Committee shall determine the appropriate rating as outlined in Section 7.2 of this Article. The appropriate Departmental Chair, College Dean, and Instructor shall each be provided a copy of the Committee's decision.

In conducting its evaluation, the Reconsideration Committee shall follow the procedures set forth in this Article and the annual memorandum governing the evaluations of Instructors in the given department, as described in Section 7.1. The Committee shall base its judgment on those materials specified in Section 7.7. The Committee may also consider relevant materials placed in the Instructor's personnel file by the Chair along with the Instructor's written response to those materials, as prescribed in Article 6 of this Agreement. When considering qualitative comments from students in a class, the Committee shall note how those comments compare to the total number of comments received for the course and the total number of students enrolled in the course. The Committee may also consider the relevance of the comments. The Committee shall not consider any additional materials which are not in the personnel file or which are not referenced in those materials specified in Section 7.7 of this Article.

The final decision of the Reconsideration Committee shall be determined by majority rule, with each member of the Reconsideration Committee having one vote.

- e. If the Reconsideration Committee fails to render a final decision before **April 17**, the employee shall be temporarily placed on the highest roster for which his/her other evaluations and years of service qualify him/her to be placed, using the average of the previous two evaluations as a temporary evaluation in place of the current disputed evaluation. Once the Reconsideration Committee issues a final decision, the employee shall be placed on that roster for which his/her evaluations and years of service entitle him/her to be placed.

7.8 Grievability

Evaluation and/or reconsideration decisions are not subject to the grievance procedure; however, any and all procedural violations are subject to the grievance procedure as provided for in this Agreement.

7.9 Remediation

All final evaluations of 2 (below average), shall require remediation. At the completion of the annual evaluation process, the Chair shall, in consultation with the affected Instructor, develop a Remediation Plan to address the specific deficiencies identified in the evaluation. The Plan shall describe actions to be taken to achieve satisfactory performance and shall detail how progress will be measured (student evaluations shall not be the only measurement tool). Institutional resources, such as the Faculty Development and Instructional Design Center, may be consulted to assist with the development of the Remediation Plan. The plan shall be in writing, completed by May 15, and signed by both the Chair and the Instructor.

The Instructor is entitled to Union representation during development of the Plan. The expectations and goals set forth in the Remediation Plan, the Instructor's participation in the Plan, other evaluative criteria articulated in this Agreement will be part of the evaluation and reconsideration process for the next applicable evaluation. The Plan may be subject to review

by the Union and/or the appropriate College Dean, but is otherwise confidential to the extent possible consistent with the effective implementation of the Plan.

7.10 Missing Evaluation Materials

If the Chair has failed to perform an observation or to obtain evaluation materials as agreed in the annual meeting per Article 7.1, neither the Chair nor a Reconsideration Committee may make an inference unfavorable to the employee regarding such omission by the Chair.

7.11 Investigating Performance Issues

Unannounced visits to the classroom by the Chair or his/her designee shall be permitted in instances including, but not limited to, allegations of starting late, early dismissal, inappropriate behavior, and lack of organization or preparedness.

Furthermore, if student comments suggest to a Department Chair or his/her designee that there might be a serious problem with an Instructor's behavior or performance, the Chair shall submit these concerns to appropriate administrative review, which may result in further action. Details of these procedures are outlined in Section 7.12.

7.12 Investigating Qualitative Student Comments

- a. If student comments suggest that there might be a serious problem with an Instructor's behavior or performance (see below), the Department Chair or designee will arrange a meeting to discuss the matter. At a minimum, this meeting should include the Instructor, the Department Chair or designee, the Provost or designee, the designated representative from Human Resource Services, and a representative from UPI. Other concerned individuals may be invited to attend the meeting., including but not limited to, the Dean, the Course Coordinator, and additional UPI representatives . All attendees should respect the confidentiality of the proceedings.
- b. What follows is an illustrative rather than exhaustive list of possible student comments concerning types of behavior or performance that might lead a Department Chair to conclude that there is a potentially serious problem:
 - Instructor frequently skips class with no announced reason for doing so;
 - Instructor frequently comes late to class;
 - Instructor frequently ends class early;
 - Instructor is hardly ever available during scheduled office hours;
 - Instructor is very difficult to understand because of his/her accent;
 - Instructor's breath frequently smells of alcohol;
 - Instructor behaves so erratically so as to appear to be on drugs;
 - Instructor frequently makes derogatory comments on the basis of race, color, religion, sex, age, national origin, physical or mental disability, political affiliation, sexual orientation, marital status, veteran status, or status of a victim or perceived victim of domestic or sexual violence;

- Instructor engages in conduct and/or behavior that violates the University's policy prohibiting sexual harassment.

7.13 Continuous Communication

The annual evaluation is the primary tool for personnel decisions. Both parties recognize that continuous feedback and communications are helpful in maintaining optimal performance. Ongoing discussions regarding performance issues and instructional objectives are recommended and encouraged by both parties as it relates to the individual evaluation process. Specifically, Chairs are encouraged to discuss any concerns they may have with an Instructor promptly in order to develop solutions (including possible remediation efforts) to problems that may arise throughout the year.

Article 8

PROGRESSIVE DISCIPLINE

The University subscribes to the tenets of progressive and corrective discipline, and shall only discipline an Instructor prior to the end of his/her appointment term for just cause. Discipline shall not be imposed in a manner intended to publicly embarrass the Instructor and shall be imposed as soon as it is reasonably possible. In the event the University dismisses an Instructor prior to the end of his/her appointment, he/she shall only be entitled to compensation on a *pro rata* basis for services performed prior to the dismissal.

8.1 Union Representation

Instructors shall have the right to have UPI representation present at all stages of the disciplinary process. If a UPI representative is not available, the Instructor has the right to a reasonable delay in scheduling any disciplinary meeting until a UPI representative is available.

8.2 Informal Steps

The University encourages the maintenance of a positive employee-relations environment that includes effective communication and feedback. Attempts to resolve performance and/or workplace issues informally should occur prior to taking formal disciplinary action.

- a. The Chair/Director/Supervisor or designee will meet with the Instructor to discuss relevant issues and/or concerns and provide the Instructor with an opportunity to respond.
- b. If the parties agree on a resolution or a process to resolve the matter within 10 working days of the meeting, the Chair/Director/Supervisor or designee shall document the agreed resolution and provide copies to the parties. If the parties do not agree on a resolution, the University may choose to proceed with formal discipline

8.3 Types of Discipline

Discipline under this Article shall be for just cause and includes a reprimand (either verbal or written), a suspension without pay, or dismissal. Just cause includes but is not limited to: (1) dishonesty or other unethical conduct, including a violation of the State Ethics Act; (2) insubordination; (3) incompetence; (4) failure to perform assigned duties; (5) neglect of duty; (6) Violation of laws or university policies, such as the prohibitions against unlawful discrimination, sexual harassment, illegal use of controlled substances etc.; (7) abuse of the Instructor's position; or (8) misuse of University resources. The University will follow the principle of progressive discipline with the understanding, however, that the gravity or seriousness of the involved conduct may justify the immediate imposition of more serious disciplinary consequences, including dismissal, without first having to apply lesser forms of discipline. University representatives will meet with the affected Instructor and his/her UPI representative during any disciplinary investigation that may lead to discipline.

a. Verbal Reprimand

If warranted by the conduct and/or behavior of the Instructor, and/or if informal conciliation efforts have been unsuccessful, a verbal reprimand may be issued. The Union will be notified of the time and place of the meeting at which time the verbal reprimand will be communicated. Documentation of the verbal reprimand will be placed in the Instructor's departmental file. The Instructor may review the written documentation of the verbal reprimand and provide a response to the reprimand prior to placement in the file.

b. Written Reprimand

If warranted by the conduct and/or behavior of the Instructor, a written reprimand may be issued to the Instructor. The Union will be notified of the time and place of the meeting at which the written reprimand will be delivered. A copy of the reprimand will be placed in the Instructor's permanent HRS personnel record and departmental file.

c. Suspension Without Pay

If warranted by the conduct and/or behavior of the Instructor and/or if the problem is not resolved by the implementation of the written reprimand as described above, the Dean of the College or other appropriate University administrator may recommend suspension from work without pay. The Instructor will be provided with an opportunity to respond to the recommendation for a suspension during a pre-suspension hearing to be conducted by HRS. The University shall immediately inform the Instructor and the Union, in a document sent to the Instructor's home address, of the intent to recommend suspension, the reason(s) for the proposed action and the right of the Instructor to be represented by the Union during any subsequent hearing. A request for a pre-suspension hearing must be submitted in writing by or on behalf of the Instructor to HRS within (10) working days after notification of the recommended action.

The Union and the Instructor will be notified of the time and place of the pre-suspension hearing.

The Instructor may be suspended from work without pay if the pre-suspension hearing was not timely requested or, if the pre-suspension hearing was held, as provided in the post-hearing decision issued by HRS.

d. Dismissal

If the undesirable behavior continues following the suspension, and/or if warranted by the conduct and/or behavior of the Instructor, the Provost's Office may elect to initiate dismissal for cause procedures. Instructors may request a pre-dismissal hearing with a designee of HRS for review of the decision to terminate the Instructor's appointment. Notification in writing of the intent to dismiss the Instructor for cause shall be provided to the Instructor and the Union and shall include the specific facts and/or reasons for the

recommendation, and inform the Instructor of the right to request a pre-dismissal hearing conducted by HRS. Such request must be submitted in writing to the Director of Academic Employee and Labor Relations within 15 (fifteen) work days from the date of the notification. Pending this requested review, the Instructor may be removed from all University duties and roster placements and suspended with pay pending conclusion of the hearing process. If the Instructor prevails, the Instructor shall be entitled to receive a full restoration of seniority until the date of the reinstatement.

The dismissal shall be fully implemented (1) when a hearing was not timely requested or (2) if the pre-dismissal hearing was held, as provided in the post-hearing decision issued by HRS.

8.4 Removal of Discipline from Personnel File

Upon written request by the Instructor, written reprimands shall be removed from the Instructor's permanent HRS personnel file after three (3) years have elapsed, provided no further related discipline has been issued in that timeframe. Each Instructor shall have the right to review his/her personnel file to ensure removal.

Article 9

TRANSFER

9.1 Program-Initiated Transfers

The University may transfer an employee from one department to another if program changes or reorganization transfer the position held by the employee to the new department. Where applicable, an employee's salary, seniority, and performance evaluations shall not be affected by a transfer resulting from program changes or reorganization.

9.2 Within-Unit Transfers

An employee may, through her/his Department Chair and, as applicable, Dean/Director, submit a request to the Provost for transfer from one department to another within the University, and within the bargaining unit. The Provost shall review the request with the other department. Within ninety days of submission of his/her request to the Department Chair, an employee shall receive notification in writing from the Provost of his/her decision. If the Provost grants the request, the employee shall be transferred.

9.3 University-Initiated Outside-Unit Transfers

With the consent of the employee, the University may reassign an employee from a bargaining unit position to a position outside the bargaining unit. If the employee is subsequently reassigned to a position in the bargaining unit, the employee's salary shall be no less than it would have been if the employee had remained in the bargaining unit.

9.4 Instructor-Initiated Outside-Unit Transfers

Instructors who apply for and accept Civil Service or Supportive Professional Staff positions at NIU shall not be treated as University-initiated transfers and will not, therefore, be covered by the other provisions of Article 9.

Article 10

FINANCIAL EXIGENCY

10.1 Employee Layoffs

An employee may be laid off as a result of declared financial exigency that is university-wide.

10.2 Order of Retention

If the Board decides it is necessary to lay off Instructors because of financial exigency, program need will be the primary basis for determining which, if any, employees will be retained. Professional qualifications and roster placement are secondary factors to be considered in making decisions on employee retention.

10.3 Relocation Efforts

The University and the Board shall make a reasonable effort to locate other employment within the University for a laid-off employee prior to the effective date of her/his layoff. The results of such effort shall be made known to the person affected.

10.4 Notification of Reinstatement

The University will maintain a list of employees who are laid off for a period of one year after the layoff. If an employee's position at the time she/he was given notice of layoff is reinstated during such period, the employee shall be sent notice of that fact at the employee's last known address and offered reemployment pursuant to the provisions of Article 3 on employment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this section must be accepted within fourteen (14) calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.

10.5 Employee Benefits

An employee who is laid off may continue to be eligible for the benefits of the state group insurance program and may continue to participate in the State Universities Retirement System subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.

Article 11

GRIEVANCE PROCEDURE

11.1 Purpose

The University and the Union encourage the informal resolution of grievances and agree that problems should be resolved before the filing of a grievance and encourage open communication so that resort to the formal grievance procedure will not normally be necessary. The purpose of this Article is to establish a prompt and efficient procedure for the investigation and resolution of grievances. The procedure set forth herein shall be the sole and exclusive method of resolving grievances for bargaining unit members except as otherwise provided by law.

11.2 Definition – Grievance

A grievance shall be defined as an allegation by a bargaining unit member or the Union that there has been a violation of a specific grievable provision of this Agreement. The receipt or acceptance by the employer of a grievance under this Article is not an expressed or implied agreement by the employer that the allegation is a defined grievance or subject to arbitration under this Article.

11.3 Definition – Grievant

The term “grievant” shall mean the Union or one or more bargaining unit member(s) who may be represented by the Union and allege in a grievance that it/she/he/they has/have been affected by a violation of a specific provision of this Agreement. The Union may file as grievant on behalf of multiple unit members affected by the same policy or action and seek appropriate remedies for these unit members.

11.4 Representation

The Union may represent a bargaining unit member in a grievance filed under this Article or the bargaining unit member may choose to represent herself or himself in a grievance filed under this Article. If a bargaining unit member chooses to represent herself or himself, she/he shall so inform the Union and the University. No resolution of any individually-processed grievance shall be inconsistent with the terms of this Agreement. Only the Union may move a grievance to arbitration.

11.5 Content of Grievance – Grievance Form

A grievance must be signed and dated by the grievant. The grievance must set forth the specific Article(s) of the Agreement alleged to have been violated; contain a specific description of the grounds for the grievance including the names, dates, times, and documents necessary for a complete understanding of the grievance; contain a statement of the alleged contract violation and the remedy sought; and state whether the grievant wishes to have a Union representative at the various steps for the formal grievance

process.. A complete statement of grievance and a grievance form shall accompany any notice of intent to proceed to arbitration.

11.6 Compliance with Procedure

All grievances must be filed in accordance with the procedures in this Article. If it is necessary for a bargaining unit member to participate in a grievance or arbitration proceeding during working hours, the bargaining unit member's salary shall neither be reduced nor increased for time spent in such activities. A bargaining unit member's professional responsibilities shall be maintained throughout any grievance or arbitration process which may involve bargaining unit personnel. Grievance hearings and arbitration proceedings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places.

11.7 Procedures for Handling Grievances

a. Step 1

A grievance shall be filed with the University Grievance Administrator within **twenty (20) days** following the date of the act or omission giving rise to the grievance. Within twenty (20) days of the filing of the grievance, the Grievance Administrator will arrange an informal conference between the appropriate University representative(s) and the grievant. If the informal conference results in resolution of the grievance, the grievance will not be processed further. The Grievance Administrator will notify the President of the local Union Chapter of any resolution reached as a result of an informal conference.

If the grievance is not resolved by the informal conference described above, the Grievance Administrator will meet with the grievant for the purpose of reviewing the grievance within fifteen (15) days of the date of the informal conference. The Grievance Administrator shall issue a written decision with **twenty-five (25) days** following the conclusion of the meeting. In the event the decision of the Grievance Administrator refers to documents not requested or provided, copies of such documents shall be attached to the decision. The Grievance Administrator will provide a copy of the decision to the President of the local Union Chapter.

b. Step 2

If the decision or grievance resolution proposed by the University Grievance Administrator is not acceptable to the grievant, the grievant may file a written request for review with the appropriate College Dean. Any such request for review must be filed within **ten (10) days** following receipt by the grievant of the Step 1 decision and must set forth with specificity the reasons the grievant believes the decision or proposed resolution is unacceptable. The Dean, or her/his designee, will meet with the grievant within twenty (20) days of receipt of the request for review. The Dean, or her/his designee, may also involve appropriate University

administrators, faculty members, graduate assistants, and staff in this meeting for the purpose of reviewing the facts related to the grievance and/or attempting to resolve the grievance. Within **twenty-five (25)** days of the conclusion of this meeting, the Dean, or her/his designee, will issue to the grievant a written decision either denying the grievance or proposing a grievance resolution. A copy of this decision will be provided to the President of the local Union Chapter.

c. **Step 3**

If the decision or grievance resolution proposed in Step 2 is not acceptable to the Union, the Union may file a written notice of intent to proceed to arbitration with the University Contract Administrator within **ten (10) days** of receipt of the Step Two response. Any notice of intent to arbitrate must be accompanied by a complete Grievance Form, a copy of which is contained in Appendix. The written notice must be signed by the grievant and must state in detail the issue or issues presented for arbitration. Only the Union may appeal a grievance to arbitration.

A pre-arbitration hearing will be scheduled within twenty (20) days of the date of receipt of this notification. The purpose of the pre-arbitration hearing shall be to attempt reconciliation of the grievance dispute prior to initiation of the formal arbitration process. If the grievance is not resolved at Step 3, then the Union may proceed with Step 4.

d. **Withdrawal of Grievance**

A grievance may be withdrawn at any time by the grievant(s) or the Union.

e. **Mutual Agreement to Waive Grievance Steps**

If the parties to this Agreement mutually agree, a grievance may be taken directly to arbitration or directly to any other step in the grievance process, thereby bypassing all preliminary step(s) as indicated.

f. **Step 4 – Arbitration**

If the Step Three pre-arbitration hearing is unsuccessful in resolving the dispute, the Union shall notify the University Contract Administrator within ten (10) days of the conclusion of the hearing if it wishes to continue with the formal arbitration process.

11.8 Provisions Applicable to Arbitration Proceedings

- a. The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association, Federal Mediation and Conciliation Service, or other mutually acceptable source. The parties shall meet in person or by telephone and alternately strike names until a single name remains. A second list of arbitrators may be requested upon the agreement of both parties. The cost of services of the arbitrator, court reporter, and transcripts, as well as all other costs incurred by the arbitration, shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.
- b. The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, except as they may be applicable to this Agreement. Except to the extent that they are applied to bargaining unit members in ways inconsistent with the expressed terms of this agreement, Board of Trustees' Regulations and By-Laws as well as University Rules and Policies shall not be subject to arbitration. Laws of the United States and State of Illinois Rules and Regulations of administrative agencies are not subject to arbitration. Matters related to any contract provision not subject to the grievance procedure of this Agreement shall not be subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of this Agreement to the facts of the grievance presented.

- c. Arbitration Time and Place

The arbitrator shall hold the hearing in DeKalb, Illinois, unless otherwise agreed to by the parties. The hearing shall be commenced within thirty (30) working days of the acceptance of the arbitrator's selection or as soon thereafter as is practicable.

- d. Arbitration Fees and Costs

Where one of the parties to this Agreement requests a postponement or cancellation of a previously scheduled arbitration which results in a postponement charge, the postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

11.9 Resort to Other Procedures

If prior to filing a grievance pursuant to this Article, or while a grievance is proceeding in process in accordance with this Article, an employee seeks resolution or appeal of the matter in any other forum (campus, administrative, or judicial), then the Board or University shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure.

11.10 Miscellaneous Provisions Related to Grievance-Arbitration

Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance.

Failure of the University to respond to a grievance within the specified time periods will permit the grievant to proceed to the next step, provided that the grievant appeals to the next step within five (5) working days.

Throughout all aspects of the raising, processing, and settlement of the grievance, as well as the award of the arbitrator, the parties agree to abide by all of the provisions of the No Strike/No Lockout Article of this Agreement for the duration of this Agreement.

Time limits set forth in this Article may be extended only by mutual agreement set forth in writing and signed by the parties.

The parties may jointly agree at Step 1 that a grievance concerning University-wide issues shall be appealed at Step 2 to the University Provost (or Designee) instead of a College Dean.

All informal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the University and local Union Chapter.

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject however to the final decision on the grievance. Throughout the disposition cycle of the grievance, the grievant shall fulfill her/his professional responsibilities as assigned. The decision or award of the arbitrator shall be final and binding upon the University, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.

All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified mail, return receipt requested, or via an overnight express service offering delivery verification (e.g. UPS, FedEx, USPS) to the office or last known home address

of the addressee. Communications to individual Instructors should be addressed to their last known home addresses and not to their offices.

Grievance hearings and arbitration proceedings shall be held on mutually agreed upon dates, at mutually agreed upon times, and in mutually agreed upon locations.

Article 12

NO STRIKE – NO LOCKOUT

12.1 No Strike

During the life of this Agreement or any extension thereof, there shall be no concerted interruption of services provided to the University by bargaining unit employees. There shall be no condoning or participation with respect to a strike, sympathy strike, slow down, work stoppage, or failure to perform fully and faithfully University functions or responsibilities by the Union or by its officers, agents, or members.

12.2 No Lockout

The University Administration agrees that it will not lock out any of the bargaining unit members covered by this Agreement during its term.

Article 13

NON-DISCRIMINATION AND WORKPLACE BULLYING POLICY STATEMENT AND PROCEDURES

13.1 Non-Discrimination/Harassment Policy Statement

In accordance with applicable statutes and regulations, NIU is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, religion, age, physical and mental disability, marital status, veteran status, sexual orientation, gender identity, gender expression, political affiliation, or any other factor unrelated to professional qualifications, and will comply with all applicable federal and state statutes, regulations and orders pertaining to nondiscrimination, equal opportunity and affirmative action.

13.2 Workplace Bullying

In accordance with applicable statutes and regulations, existing and/or to be implemented, it is the intention of Northern Illinois University to establish an environment for learning and service that is free from all forms of harassment, including workplace bullying. Workplace bullying generally is repeated behavior directed toward an employee (or group of employees) that harms, intimidates, offends, degrades, or humiliates an employee(s). Workplace bullying can cause physical, psychological, and emotional harm to students and employees, interferes with the educational and work environments, and can lead to a reduction in productivity and morale among employees or students.

13.3 Uniform Bullying Policy

In the event that the University adopts a campus-wide policy on workplace bullying policy that uniformly applies to other employees, the Union's Chapter President shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or have any impact upon current bargaining unit employees and, if so, to negotiate concerning the impact of such change or changes.

Following such consultation, University policies pertaining to workplace bullying will be applicable to the bargaining unit. Notwithstanding implementation of a specific workplace bullying policy, the university considers workplace bullying to be included under applicable and existing policies pertaining to non-discrimination and harassment prevention in the workplace. Accordingly, and until a specific supplemental policy is implemented pursuant to this section, an Affirmative Action complaint of prohibited bullying may be filed utilizing the policies and procedures contained in the Non-Discrimination/Harassment policies and complaint procedures located at www.niu.hr.edu or by contacting Affirmative Action and Equity Compliance (AAEC) to discuss the complaint or to file a formal complaint form.

Human Resource Services will notify the UPI Chapter President if a formal complaint is filed with respect to alleged actions of a member of the bargaining unit and will keep the Chapter President apprised of the status of the complaint.

Article 14

MANAGEMENT RIGHTS

The Board of Trustees and University administration retain and reserve all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including the management of the University and the designation and definition of its mission. The University retains the right to operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management. The University administration shall retain full authority with respect to decisions involving operational efficiency, the change or elimination of existing methods, equipment or facilities, the determination of locations, methods, means, and personnel by which operations are to be conducted, and the discretion to adopt and implement policies, rules, regulations, and practices in furtherance thereof.

The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority, as well as the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific express terms of this Agreement.

Article 15

UNION RIGHTS

15.1 Intra-Campus Mail Services

The Union shall have access to the intra-campus mail in accordance with University policies and regulations, with utilization limited to the administration of this Agreement and the development of a successor agreement.

15.2 University Facilities and Equipment

- a. Union officials may use their University-assigned offices, telephones, and equipment for activities directly related to the administration of this Agreement or the development of a successor agreement, provided that this usage does not interfere with the performance of their regular duties as employees of the University. The Union shall be solely responsible for all of its other expenses, including but not limited to such things as secretarial service, office supplies, computer software, printing and duplicating, and long distance telephone usage.
- b. Use of other campus facilities by the Union shall be subject to and in accordance with University and Board policies and regulations on the use and scheduling of physical facilities, including payment of customary charges, that are set by the University for the use of such facilities.

15.3 Provision of Materials

Upon receipt of a written request, departmental hiring rosters and pool listings will be transmitted to the Union Chapter President in electronic format. At the beginning of each academic year, the University shall provide the Union Chapter President a list of employees represented by this Collective Bargaining Agreement. The Union agrees to assist the University in verifying any roster or list while maintaining confidentiality in terms of the evaluation portion of these documents. Both parties understand that any roster or list so submitted is subject to verification and/or correction.

15.4 Release Time

- a. Subject to the provisions outlined below, the University will provide release time to specific bargaining unit members for the sole purpose of administering this Agreement. Specifically and for the duration of this Agreement, the University shall designate (6) CUEs for the Fall Semester and (6) CUEs for the Spring Semester to the designated Union officials representing the bargaining unit. All CUEs associated with release time will be paid at the overload rate (see Article 20).
- b. No later than July 31 of each calendar year encompassed by this Agreement, the Union shall specify which members of the bargaining unit shall receive release time during each semester pursuant to these release time provisions. The University may require

certification that release time activities remain limited to the purposes described above in this section.

- c. The Union and any individual assigned release time in accordance with this Article shall indemnify and hold harmless the Board of Trustees and Northern Illinois University, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any forms of liability (monetary or otherwise) that shall arise out of, or by reason of, action taken by the Employer for the purposes of complying with the above provisions of this Article and Section, or in reliance of any list, notice, certification, affidavit, or assignment furnished by the Union under any such provision.

15.5 Nondiscrimination

In accordance with applicable federal and Illinois state law, neither the University nor the Union shall discriminate against any employee covered by this Agreement because of lawful Union membership or non-membership activity or status.

Article 16

DUES CHECK OFF and PROPORTIONATE/FAIR SHARE

16.1 Dues Deduction

In accordance with the State Salary and Annuity Withholding Act (5 ILCS 365/1, et seq.) the University Administration will deduct union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University Administration from the salary of a bargaining unit member who provides the University with a written authorization to make such deduction.

16.2 Dues Remittance

Each academic year prior to the deadline for the final September semi-monthly payroll entry, the Union shall transmit to the University Administration a list of bargaining unit members for whom dues are to be deducted and the exact amount to be deducted from the salary of each member. These designated amounts shall be deducted from the salaries of bargaining unit members over the next sixteen (16) payroll cycles, beginning with the September 16-30 payroll cycle and ending with the May 1-15 payroll cycle. Any additions or modifications to the list during this nine-month deduction cycle shall be transmitted by the Union to the University Administration. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union.

16.3 Termination of Dues Deduction

Any authorization to withhold Union dues from the salary of a bargaining unit member shall terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of her/his desire for cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld.

16.4 Direct Collection of Union Dues

The University Administration shall not be under any obligation to make any deductions for dues if any bargaining unit member's pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect dues for that period directly from the bargaining unit member.

16.5 Fines/Penalties/Special Assessments

Nothing in this Article shall require the University Administration to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. This

Section shall not prohibit other deductions authorized by individual bargaining unit members.

16.6 Proportionate/Fair Share

- a. Upon this provision taking effect, the Union shall certify to the Employer a proportionate share amount not to exceed the dues uniformly required of members of the Union in conformity with federal and state law and rules of the Illinois Educational Labor Relations Board (IELRB).
- b. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Section or upon their initial eligibility pursuant to the bargaining unit description, and continuing during the term of this Agreement, shall pay to the Union on a monthly basis their Proportionate/Fair Share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. This provision shall be in effect and the Proportionate/Fair Share fee deduction shall commence with the first pay period starting 30 days after the Union certifies to the Employer the amount of the Proportionate/Fair Share fee, or 30 days after the date that a new employee would become eligible for inclusion into the bargaining unit pursuant to the bargaining unit description, whichever is later. Each employee in the bargaining unit who is not a member of the Union shall be required to pay the Proportionate/Fair Share fee. Such Proportionate/Fair Share payments shall be deducted from the earnings of non-member employees pursuant to usual and customary payroll deduction procedures and paid to the Union in accordance with applicable laws and regulations.

The University Administration shall not be under any obligation to make any deductions for Proportionate/Fair Share if any bargaining unit member's pay within any pay period, after deductions for state insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect Proportionate/Fair Share for that period directly from the bargaining unit member.

- c. The Union and Board shall comply with all applicable rules of the IELRB concerning notice, objections, and related matters contained in its "fair share" rules and procedures. It is understood and agreed that the Employer and the Union jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act" as amended, in regard to dues authorization and revocation cards.
- d. The Union shall supply the Employer with all relevant information and documentation as related to the Proportionate/Fair Share provisions of this Article, including the basis of the fair share fee and notice of appeal/objection procedures. In addition, the Union shall advise the Employer of any subsequent change therein.
- e. Union dues and Proportionate/Fair Share deductions shall be remitted to the Union from the University in accordance with this Section and forwarding instructions provided in

the affidavit of certification provided by the Union. Proportionate/Fair Share fees deducted from the pay of bargaining unit members who file objections in accordance with applicable policies and procedures shall be remitted to the appropriate escrow account in accordance with rules and procedures of the IELRB.

16.7 Notification of Change in Union Dues/Proportionate/Fair Share Fees

The Union shall give written notice to the University Administration of any changes in its Union dues and/or Proportionate/Fair Share amounts at least forty-five (45) days prior to the effective date of any such change.

16.8 Limitations

The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues and Proportionate/Fair Share fees from the salaries of bargaining unit members. The University Administration's obligation under this Article is limited to remitting to the Union the sum or sums actually deducted from wages earned.

If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Employer agree to convene negotiations on this matter for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

16.9 Indemnification/Union Responsibility

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents or its employees or representatives harmless against any claim, demand, action, complaint, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs arising from the deduction of membership dues and Proportionate/Fair Share fees established by the Union and communicated to the University Administration in compliance with this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for Union dues and Proportionate/Fair Share fees once such monies have been remitted to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of Union dues or Proportionate/Fair Share fees that the University Administration has agreed to deduct.

Article 17

FACILITIES AND EQUIPMENT

17.1 General Facilities and Equipment

In accordance with University policy, Instructors shall have reasonable access to classrooms and other facilities to which they are assigned. As determined by the Chair, Instructors shall also have access to other equipment as may be required by specific course assignments.

In accordance with applicable University policy and procedures, University facilities, equipment, or personnel shall be used only for University business.

Article 18

NOTICE OF POSITIONS

18.1 New Instructor Positions

Prior to the deadline for applications, the University shall publish a University-wide announcement of any new Instructor position. An Instructor who meets the advertised qualifications for the position shall, upon application, be considered for the position.

18.2 Tenure-Track Vacancies

Prior to the deadline for applications, the University shall publish a University-wide announcement of any new or vacant tenure-track faculty position. An Instructor who meets the advertised qualifications for the position shall, upon request, be granted a preliminary interview, but only if such interviews are regularly granted to other candidates at office campus sites.

The granting of a preliminary interview does not guarantee that an Instructor will be granted a final interview or be offered the position.

Article 19

BENEFITS AND LEAVES

19.1 Central Management Services (CMS) Benefit Programs

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

19.2 Board of Trustees Benefit Provisions

During the term of this Agreement, all employee benefits shall be granted to bargaining unit members in accordance with applicable Board and University policies (see current Board Regulations). Improvements in such benefits shall be extended to bargaining unit employees to the extent authorized by Board and University policies. In the event of any change in Board or University policies concerning such benefits, the Union's Chapter President shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or have any impact upon current bargaining unit employees and, if so, to negotiate concerning the impact of such change or changes.

19.3 Child Care

Instructors covered by this Agreement shall have access to child care programs which exist on campus in accordance with University policies and policies of the respective child care facilities.

19.4 Sick Leave/Sick Leave Bank

Bargaining unit members shall receive accumulative and non-accumulative sick leave in accordance with campus policies for employees holding temporary assignments. Bargaining unit employees are also extended the opportunity to participate in the applicable sick leave bank option in accordance with campus policies for employees holding temporary assignments. Any cap on sick leave accumulated by Instructors in accordance with this section shall not be less than 75 days for the duration of the agreement. Eligible bargaining unit members shall also be granted benefits and entitlements established under the Family and Medical Leave Act of 1993 as amended in accordance with University policies. Additionally,

bargaining unit members shall be eligible for disability benefits as provided by the State Universities Retirement System and subject to applicable limitation policies and procedures.

If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until:

- a. the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days,

or

- b. until the employee leaves the employment of the University, at which point an employee shall be entitled to a lump sum payment or service credit in accordance with SURS policies.

19.5 Vacation

Instructors on 12-month appointments shall earn vacation at the rate of two days per month as described in Board of Trustees Governance Documents. No other unit members shall earn or receive vacation.

If an employee has previously accrued cumulative vacation leave and moves into a position in which annual leave is not accrued, that employee's accrued cumulative vacation leave will be maintained on the University's records until the employee moves into a position in which annual leave may be accrued, at which point the employee shall be credited with previously accrued annual leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Board Regulations.

19.6 Educational Leave

Instructors may be granted an educational leave with pay as provided in the Regulations of the Board of Trustees and University Policy ([www.niu.edu/board/regs/section II.shtml](http://www.niu.edu/board/regs/section%20II.shtml)) and University policy (<https://hrs.niu.edu/go/leave-absence>).

19.7 Benefits While on Paid Leave

- a. An employee on approved leave while on pay status may continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement system, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.

- b. Upon return to the University from a leave while on pay status, an employee's salary shall be adjusted to reflect across-the-board increases which the employee would have received if not on leave.

19.8 Benefits While on Unpaid Leave

- a. An employee on approved leave without pay may continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement System, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.
- b. Upon return to the University from an unpaid leave, an employee's salary shall be adjusted to reflect across-the board increases which the employee would have received if not on leave.

Article 20 SALARY

20.1 FY17-21 Full-Time Appointments

- a. The University will grant each Instructor salary adjustments as follows: FY2017, zero percent; FY2018, three percent according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year; FY2019, salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year; FY2020, two percent if the Instructor is on the roster at any time during the last four consecutive regular semesters, or salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater; and FY2021, two percent if the Instructor is on the roster at any time during the last four consecutive regular semesters, or salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater.

20.2 FY17-21 Part-Time Appointments

The salary adjustments provided for in Section 20.1 above shall apply pro rata to Instructors who receive less than full-time appointments in the bargaining unit during the particular fiscal year.

20.3 Additional Compensation

a. Summer Session

Summer session assignments shall be compensated on the basis of the employee's monthly salary for the immediately preceding academic year. Specifically, an employee shall receive one month's salary for teaching a course with three or four credit hours or for fulfilling an assignment of three CUEs during the summer session. Other assignments shall be compensated on a pro rata basis, with each credit hour or CUE being worth one-third of a month's salary. Assignments in excess of six credit hours or six CUEs shall be compensated in accordance with Section 20.3 c below.

b. Grant/Contract Salaries

If an employee is assigned work on an externally funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the Provost or designee. For all such grant or contract work so excluded, an employee may earn up to a total of twenty percent (20%) of her/his base salary in a twelve-month period. This amount for grant/contract work shall be in addition to the employee's base salary. However, the base salary shall not be funded by the same grant source.

c. Overload

Beginning with the 2017-2018 academic year, an Instructor who is assigned duties in excess of the top of the relevant range of workload obligations specified in Article 4, Section 1, or in excess of six credit hours in a summer session shall be compensated for the excess work at the rate of at least \$1,166 per credit hour or credit unit equivalency.

20.4 Twelve-Month Payment Option

Instructors on nine (9) month appointments may elect to have their salary distributed over twelve (12) months. Salary shall be distributed over nine (9) months unless employees notify the University in writing that they have elected the 12-month payment option, pursuant to University procedures.

20.5 Minimum Salaries

- a. Effective August 16, 2016, an Instructor who has a master's or doctoral degree and is appointed to a full-time position in the bargaining unit for or during the 2016-17 academic year shall be appointed to at least a minimum salary of \$3,887 per month.
- b. Effective August 16, 2016, an Instructor who has a bachelor's degree and is appointed to a full-time position in the bargaining unit for or during the 2016-17 academic year shall be appointed to at least a minimum salary of \$2,968 per month.
- c. The minima in a. and b. of this Section 20.3 will be increased in the succeeding years of the term of this Agreement according to this schedule: FY2017, zero percent; FY2018, three percent according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year; FY2019, salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year; FY2020, two percent or salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater; and FY2021, two percent or salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater.

Article 21

DURATION – TERMINATION

21.1 Duration of Agreement

This Agreement shall become effective as of July 1, 2016, and, unless otherwise specifically provided herein, shall remain in full force and effect through June 30, 2021. This Agreement shall automatically be reviewed from year –to year thereafter unless either party notifies the other in writing not more than one hundred and twenty (12) days nor less than ninety (90) days to June 30, 2021, or June 30 of a subsequent year in the event of its automatic renewal, that it desires to modify its terms. Negotiations for a Successor Agreement shall begin on a mutually agreed upon date and at a mutually agreed upon time and place after the written notification required by this paragraph has been served upon the other party.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless a party gives at least ten (10) calendar days advance written notice to the other party of its desire to terminate this Agreement; provided, such termination date shall not be prior to June 30, 2021, or the anniversary/expiration date of a subsequent year in the event of its automatic renewal. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.

21.2 Zipper Clause

Except for the possible use of the negotiating clauses in Article 19.2 and consultation provisions expressly set forth in this Agreement, the University shall not be obligated to bargain collectively with the Union during the duration of this Agreement with respect to any matter pertaining to wages, hours, benefits, terms, and conditions of employment.

This Agreement constitutes the sole and entire existing agreement between the parties and expresses all obligations of and restrictions imposed on each of the respective parties during its term.

21.3 Authority

Except as expressly provided for in this Agreement, this contract shall not supersede:

Applicable federal and state laws;

Rules of federal and state agencies which have the force and effect of law;

Board of Trustees Regulations, NIU's Constitution and Bylaws, the Academic Policies and Procedures Manual, as well as the Undergraduate and Graduate Catalogs that are in effect during the appointment of an Instructor;

Policies, procedures, and provisions of employment as established by Northern Illinois University.

21.4 Savings Clause

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, executive order, decision of a court of competent jurisdiction, or administrative agency having final authority over its provisions, such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect. Negotiations to substitute provision(s) for the invalidated provision(s) shall commence no later than thirty (30) days after either party has filed a written request to do so.

ACCEPTANCE BY THE PARTIES

IN WITNESS, WHEREOF, the Union and the Employer have executed this Agreement by their duly authorized representatives this _____ day of _____.

**NORTHERN ILLINOIS UNIVERSITY UNIVERSITY PROFESSIONALS
OF ILLINOIS – LOCAL #4100**

Northern Illinois University
Board of Trustees

John Miller, President
Local #4100

UNION'S BARGAINING TEAM

Keith Nyquist, Chapter President

Appendix A CREDIT UNIT EQUIVALENCIES

Northern Illinois University Instructors' Unit

- I. These guidelines for credit unit equivalencies (CUEs) were prepared by the University and the Union to meet the conditions of Article 4 of the BOT-UIP Collective Bargaining Agreement. These guidelines were also formulated in a context where a full-time teaching load is defined as twelve, plus or minus one, credit hours per semester. Assignments of duties under these guidelines are intended to reflect the current practice, as well as the time and effort required of the Instructors.
- II. Except as specified below, the credit hours assigned to a course will be the same as those published in the current Undergraduate and Graduate Catalogs of Northern Illinois University found at <http://catalog.niu.edu>. No credit for any activity shall be granted unless the Department Chair assigns the Instructor to perform that activity.

III. Definitions

1. **Cluster Courses** refer to courses with different catalog numbers that are all offered at the same time in the same room. Example: A Zoology Instructor teaches ZOO 101, ZOO 303, ZOO 404, and ZOO 505 on Mondays, Wednesdays, and Fridays from 1:00 to 1:50 p.m. in Room 1313 of Zulauf.
2. **Course Multipliers** refers to devices that are used to adjust the credit hours for those courses where the workload is greater or lesser than the credit hours would imply. Example: A Zoology internship that carries 15 credit hours but involves about nine to ten hours per week of the Instructor's time has a multiplier of .2 to make this work assignment equivalent to that of a normal three hour course ($15 \times .2 = 3$).

For ease of presentation in the text, some multipliers involving fractions were rounded to the nearest hundredth. In determining actual workloads, however, these multipliers shall be interpreted as follows:

- .33 – one-third;
- .66 – two-thirds;
- .86 – six-sevenths;
- .55 – six-elevenths.

3. **Multiple Preparations** refer to teaching assignments that involve courses with different catalog numbers and cover different bodies of substantive knowledge. Example: An Instructor who teaches one section of Introductory Zoology, one section of Vertebrate Zoology, and two sections of Invertebrate Zoology has three course preparations.

IV. Courses with Multipliers

1. Zero Credit Courses

TLEE 460 (1) 0.00 x credit hours

COMS 407 (1-3)

ENGL 495 (1-3)

ENGL 600 (3)

EPSY 382 (0)

FCNS 256 (1-3)

FCNS 393 (1-3)

FCNS 394 (1-3)

FCNS 356 (1-3)

FCNS 460 (1-3)

FCNS 701 (1-3)

FCNS 710 (1-3)

NURS 350 (1-3)

NURS 499 (1-3)

AHCD 444 (1-6)

AHCD 499 (1-3)

Cluster Courses

Cross-Listed Courses

Honors Capstone

Embedded Honors

The zero multiplier applies to all cluster and cross-listed courses, except the one with the lowest credit hours associated with it.

2. Reduced Credit Hour Courses

ILAS 502 (3) 0.33 x credit hours

Independent Study (1-6)

The 0.33 multiplier for individual study applies on a per student basis, except when two or more students work on a joint project. For joint projects, credit is only given for one student.

3. Independent Recitation Courses

COMS 357 (4) 0.75 x credit hours
COMS 358 (4)

STAT 301 (4)

4. Labor Intensive Courses

OMIS 351 (3) 1.33 x credit hours

ENGL303 (3) 1.33 x credit hours

5. Nursing Clinical Experiences 1.50 x credit hours

NURS 303 (2)

NURS 313 (2)

NURS 333 (2)

NURS 323 (2)

NURS 343 (2)

NURS 433 (2)

NURS 443 (2)

NURS 453 (4)

Except on a voluntary basis, Instructors will not be assigned two 4-hour clinical courses in the same semester.

6. Other Nursing Clinical Experiences

NURS 463 (3) 1.25 x credit hours

V. Internship and Practicum Type Courses

1. Enrollment Driven Workload Courses

FINA 458 (3) 0.10 CUEs per student

MGMT456 (3)

MGMT458 (1-6)

OMIS 458 (3-6)

KNPE 492 (1-2)

1-15 students

>15 students

1 CUE per semester

2 CUEs per semester

KNPE 494 (1-6)	
Internship coordination (occurs semester previous to interning)	0.10 CUEs per student
Supervising interns (occurs during semester student is enrolled)	0.15 CUEs per student
2. Fixed Workload Courses	3 CUEs per course
CAHC 550 (1-6)	
CAHC 586 (1-6)	
CAHA 586 (3-9)	
ENGL 528 (3-12)	
ENGL 696 (3)	
ETT 586 (6)	
ETT 786 (6)	
FCNS 475 (12)	
FCNS 431 (2-15)	
FCNS 474 (7)	
FCNS 490 (6-12)	
LEEA 586 (3-12)	
LEEA 686 (3-12)	
EPFE 586 (1-9)	
LEBM 511 (1-6)	
LEBM 586 (3-12)	
LEBM 686 (3-12)	
LTCY 587 (1-6)	
TLCI 585A (3-6)	
LTIC 589 or TLCI 589x (1-6)	
PSYC 553 (1-3)	
PSYC 554 (1-3)	
KNPE 493 (All sections)	6 CUEs per semester
3. Parallel Workload Courses	
ART 489 (1-6)	CUEs same as student credit hours

VI. Course Coordinators

1. No Load Courses

All 200, 300 and 400 level CSCI courses

0.0 CUE for first course;
1.5 CUE for each additional
course (per semester)

MATH 101

MATH 110

MATH 155

MATH 201

0.0 CUE for first course;
1.0 CUE for each additional
course

2. Minimal Load Courses

MATH 402

3 CUEs per year

3. Average Load Courses

ACCY 206

ACCY 207

3 CUEs per semester

COMS 100

COMS 100P (fall semester only)

CAHC 211 (3)

ENGL 102

ENGL 103

MATH 110P

VII. Instructionally Related Assignments

1. Advising

MATH—MATH ED and Teacher Certification Students

3 CUEs per semester

2. Coordinators of Learning Laboratories

COMS Media Lab

ENGL ESL Lab

3 CUEs per semester

COMS 100P and Learning Labs

Director of Mathematics Assistance Center (MAC)

9 CUEs per year

6 CUEs per semester

3. Tutors

ENGL ESL Lab	3 CUEs per semester
Writers Workshop	
University Writing Center	
ENGL Networked Writing and Research Lab	

4. Other

ENGL Teacher Intern Training	3 CUEs per semester
CLAS Certification Coordinator	12 CUEs per semester
	6 CUEs per Summer
KNPE Exercise Physiology Laboratory Technician	
Fall and Spring Semesters	6 CUEs each semester
Summer Semester	3 CUEs
KNPE FIT Program Director	
Fall & Spring semesters	3 CUEs each semester

VIII. Student Teacher Preparation - College of Education

1. Student Teaching Supervision in the College of Education

Teaching Load in Early Childhood, Elementary Education, and Visually-Impaired Education will be:

Students in 1-11 Schools:	0.375 CUEs per student per quarter or 0.750 CUEs per student per semester
Students in 11.05-14 Schools:	0.430 CUEs per student per quarter or 0.860 CUEs per student per semester

Teaching load in **Special Education** will be

Students in 1-14 Schools:	0.430 CUEs per student per quarter
---------------------------	------------------------------------

2. Clinical Courses

EPS 282X/TLEE 282 (1)	3 CUEs
KNPE 300 (1)	2 CUEs
MLTL 302(1)	2 CUEs
MLTL 303 (1)	2 CUEs
MLTL 304 (1)	3 CUEs

TLEE 382 (1)	2 CUEs
TLEE 383 (2)	3 CUEs
TLEE 385 (1)	2 CUEs
TLEE 587 (1)	2 CUEs
SEEC 282 (3)/584(2)	3 CUEs
SEEC 382(3)/583(2)	3 CUEs
SESE 481 (2)	3 CUEs
SESE 449 (2)	3 CUEs
SESE 463 (2)	3 CUEs
SESE 585 (1-3)	3 CUEs
SEVI 580 (1-3)	4 CUEs
SEVI 480 (4)	3 CUEs

Clinical course shall not count in determining the number of course preparation for Instructors in the College of Education.

The above listed clinical courses will have a maximum of 30 student per section.

IX. Over-Enrollment

If an Instructor's contact intensive class enrollment exceeds the stated capacity (or actual enrollment for specific courses) in the class during the 2005-2006 academic year by the percentages outlined below, that shall constitute an Over-Enrollment and an adjustment of 1 CUE shall be awarded per class.

For Classes Containing:	Any Increase over:
20 or under	25%
21-60	30%
61-100	35%

The Add-Drop deadline will be used as the official date for determining enrollments each semester.

Exceptions:

- Only over-enrollments assigned by the Chair shall be eligible for CUE adjustments;
- Large lecture courses in which evaluation is based heavily on machine-scored exams are not contact intensive, regardless of enrollment;
- Courses which rely heavily on guest speakers where the Instructor's role is limited to organizing and/or facilitating the course are not contact intensive, regardless of enrollment;

- For courses that are team-taught by several faculty, only one will get credit for over-enrollment;
- CUE adjustments will not be made if teaching assistants are assigned to deal with the extra work associated with the course;
- In determining historical trends, on-campus course sections will be compared only to on-campus course sections and off-campus course sections will be compared only to off-campus sections;
- Summer school classes that are covered by separate contracts;
- All off-campus classes that are offered for cohorts of students who enter and progress through degree/certification programs together; and
- Classes offered for less than three credit hours (one credit-hour course overloads will be adjusted by 0.33 CUE and two credit-hour course overloads will be adjusted by 0.67 CUE).

X. Student Teaching - Colleges other than Education

1. Pre-Clinical Experience and Intermediate Experience

For the other colleges, Instructors who teach observational-based courses that are required as part of teacher certification programs will receive CUEs that match the credit hours listed for those courses in the Undergraduate Catalog.

2. Student Teaching

- | | |
|------------------------------|----------------------|
| a. Liberal Arts and Sciences | 0.67 CUE per student |
| b. Visual & Performing Arts | 0.67 CUE per student |

3. Travel Time

Other colleges may adopt the Department of Teaching and Learning's adjustment for number of schools visited or negotiate another alternative to address the issue of travel time.

XI. One-on-one Studio Instruction

- | | |
|-----------------------------|----------------------|
| Music: Voice and Instrument | 0.50 CUE per student |
| Art: Art and Design | 0.50 CUE per student |

XII. Summer Employment in English Department

Assist the Department's CHANCE program with testing, advising, orientation, curriculum development, and production of *Contemporary Voices*. All terms and

conditions of employment, including compensation, are detailed in a Department announcement that is disseminated each fall.

XIII. Multiple Preparations

1. If an Instructor's workload exceeds three (3) different preparations per semester or four (4) per year, an adjustment of 1 CUE will be awarded for each new preparation beyond these limits.

In counting preparations, the following shall not be included: KNPE activity classes, zero credit courses, 500-600 level courses, cluster courses (see definition in Appendix A. III.1) laboratory sections of courses, studio instruction, practica, internships, independent study, nursing clinicals, student teaching, and other courses that do not require substantial preparation. NIU and UPI must agree before other types of courses that are not listed here can be excluded in counting number of preparations.

2. For any combination of KNPE activity courses for majors and nonmajors, an adjustment of 0.66 CUE will be awarded for each different preparation beyond five (5) per semester or seven (7) per year.

XIV. Travel Time Adjustment

1. No travel time adjustment is given if only one off-campus course is assigned to an Instructor in a given semester.
2. For the second and each additional off-campus course that is assigned in a given semester, an adjustment of .04 CUEs will be awarded for each required round-trip of more than 60 miles up to a maximum of 1 CUE per course. Travel time is to be determined from the department's main office or the employee's home address, whichever is closer to the site of the off-campus course.
3. Travel Time adjustments do not apply to courses involving nursing clinicals, internships, practica, student teaching, and other types of training/instruction conducted in the field and for which travel adjustments are already made.

Travel Time adjustments do not apply to instructors who are explicitly hired to staff off-campus sites (e.g., Hoffman Estates and the Rockford Center) or to staff programs that are offered primarily, if not exclusively, at off-campus sites (e.g., Executive MBA and Bachelors in General Studies).

4. These CUE guidelines may be modified to permit monetary compensation in lieu of credit units for travel required by off-campus assignments.

XV. Other Non-Instructional Activities

At the sole discretion of the Department Chair and with the prior approval of the Dean of the relevant college, an Instructor may be assigned to other non-instructional activities that directly support the mission of the department. The CUEs to be credited for such activities shall be individually negotiated and mutually agreed upon prior to the commencement of the activity. These positions will be defined by job descriptions that (a) are developed by Department Chairs in consultation with the affected employees and (b) are approved by the Dean of the relevant college and the Provost.

The following represent some, but not all of the, activities that can support the mission of a department.

- Working on curriculum development;
- Serving on University, College, or Department committees;
- Writing grant proposals;
- Engaging in scholarly or artistic endeavors;
- Holding office in a professional organization;
- Evaluating student portfolios or recitals;
- Database creation and management.

XVI. Extra Compensation

Instructors frequently perform extra duties that are not easily converted into credit unit equivalencies. These duties include, but are not limited to, such diverse activities as the following:

- Making occasional presentations in seminars, workshops, or other classes;
- Preparing cadavers for anatomy courses;
- Proctoring GMAT exams;
- Participating in other testing programs;
- Serving as day trip or summer camp director;
- Providing language interpretation for foreign dignitaries while on campus;
- Opportunities to earn extra compensation will continue to be available for Instructors through individually negotiated contracts.

APPENDIX B
Annual Service Report of Instructors
January – December _____

Note: This format for annual service report is recommended for a broad range of assignments. All categories of this report outline may not be applicable to all assignments. Any deviations from this recommended format shall be jointly determined at the annual meeting referenced in the Evaluation Article 7 in the Collective Bargaining Agreement. Provide information only for the items relevant to your assignments during the evaluation calendar year and submit the report to your department chair by the deadline established in the Collective Bargaining Agreement.

Instructor's Name: _____ **Date Submitted:** mm/dd/yyyy

Department/School: _____

1. Teaching Responsibility

- a. List Courses Taught: Additional Information can include (but not limited to) Type of Load such as Regular or Overload, online or face-to-face, etc.

Semester Year	Course No. and Title (Credits), Section #	Additional Information

- b. List efforts undertaken to improve teaching (including but not limited to participation in teaching effectiveness programs – include date, title, duration, and sponsor; introduction of new or innovative teaching techniques, technology, teaching materials, etc.). Include details.

- c. List Contributions to Curricula or Academic Program (including but not limited to curricular revisions, development of new courses or programs, evaluation of current program or curricula, etc., including details such as date, role in the contribution, and approval or outcomes.)

- 2. Course-Related Materials** (including but not limited to syllabus, course-related presentation materials, course activities such as homework, laboratory/studio exercises, projects, exams, etc.). Provide actual materials or samples that highlight information provided for 1b and 1c.

- 3. Supervisory or Administrative Duties** (if assigned as part of workload) – Provide details.

- 4. List Other Information Relevant to Assigned Duties** (including but not limited to department/ college/university committee work, publications, conference presentations, research, service to professional societies, professional public service, special circumstances or challenges related to assigned duties, etc.). Include where applicable details such as role, bibliographic data or explanation.

- 5. List Other Items, if any, Jointly-Decided at the Annual Meeting** – Provide details.

Memorandum of Understanding Confidentiality Agreement

With respect to the forthcoming Collective Bargaining Agreement, the parties agree to refrain from public announcements, critiques, or press releases pertaining to negotiation proposals or any release of information pertaining to the costs or percent increases in whole or on an individual basis. The parties acknowledge that language provisions of the agreement may be discussed with relevant administrators, department chairs, deans, and members of the bargaining unit as necessary to facilitate the ratification process, subsequent contract administration protocols, and that the actual contract will be available for general distribution and on-line.

For the University Date

For the Union Date

MEMORANDUM OF UNDERSTANDING
NORTHERN ILLINOIS UNIVERSITY
COLLEGE OF BUSINESS

ACADEMIC AND PROFESSIONAL QUALIFICATIONS
FOR INSTRUCTIONAL PRACTITIONERS AND SCHOLARLY PRACTITIONERS

Background

The Association to Advance Collegiate Schools of Business (AACSB) is the accrediting association for the College of Business. The accreditation standards include a standard for evaluating all faculty in terms of qualifications and engagement. Instructors can be classified in one of two categories.

The qualifications for Instructional Practitioners (IP) include master's degrees in disciplines related to their teaching areas and when hired, had current professional experience, substantial in duration and level of responsibility, and clearly linked to assigned teaching areas. Sustaining IP status requires relevant professional engagement activities and interactions. Nearly all faculty hired initially as Instructors will be classified as Instructional Practitioners. The qualifications for Scholarly Practitioners (SP) are similar to IP qualifications in terms of academic preparation and professional experience, but they focus more on academic/scholarship activities to remain current and relevant in their teaching areas. Sustaining SP status requires relevant academic/scholarship and related activities.

All Instructional Practitioners are expected to demonstrate evidence of continuing commitment to professional engagement activities and interactions which support subject matter competence in their teaching areas. A non-exhaustive list of relevant activities and interactions is included in Table One. Instructional Practitioners must generate a minimum of 50 points over a five-calendar-year time period, constituting a rolling average of 10 points per year. Points have been assigned to activities based on their relative impact on their contribution to maintaining professional competence in an Instructor's teaching areas.

Relevance and Enhancement

After the activity and point value have been identified, the point value is adjusted by two factors: relevance and enhancement. Relevance simply means that the activity is related to the subject matter of the Instructor's teaching areas. Enhancement means that the activity has increased the Instructor's knowledge or understanding of the subject matter.

For any activity identified by an Instructor to be considered, it must first be relevant to the Instructor's teaching areas. The relevance factor has four levels: High = 1.00, Medium High = .75, Medium = .50, Medium Low = .25. If an activity has been deemed relevant, the enhancement factor is then applied and it also has four levels: High = 1.00, Medium High = .75, Medium = .50, Medium Low = .25. Each activity identified by an Instructor would be assigned the point value for that activity. The point value would be multiplied by the relevance level and by the enhancement level and totaled. See Appendix One for example.

The Department Chair will determine the point value for each activity identified by an Instructor and determine the total points for the calendar year. The Chair will complete a written report for each Instructor identifying how the point values for each activity were determined. If an Instructor disagrees with the Chair's determination of the point value for an activity, the Instructor may ask the Chair for an explanation and reconsideration. Refer to Articles 7.8 and 7.9 in the Collective Bargaining Agreement for details.

Implementation will begin January 1 for the 2016 calendar year. Points earned under the current system for each of the preceding four years (2015, 2014, 2013, 2012) will be used to determine the rolling five-year average. If an evaluation of prior years' activities using the new system results in a higher number of points, the Instructor may use the higher points. Instructors must accumulate sufficient points in 2016 and subsequent years to maintain Instructional Practitioners' status.

Changing from Instructional Practitioner to Scholarly Practitioner

Some Instructors hired initially as Instructional Practitioners might, over time, focus more on academic/scholarship activities to remain current and relevant in their teaching areas. These Instructors might be more accurately categorized as Scholarly Practitioners (SP).

Instructors categorized as Scholarly Practitioners must demonstrate evidence of continuing academic commitment to advancing their teaching and research abilities as well as continuing some professional interactions. Instructors can demonstrate continuing commitment to advancing their abilities by (1) producing significant intellectual contributions, (2) participating in events to advance their teaching, and (3) participating in some professional development activities.

To maintain Scholarly Practitioners status, an Instructor must meet expectations for teaching effectiveness and provide evidence of meeting the following performance criteria over a five-year period.

1. Publish at least two papers in peer-reviewed, English-language, business-related journals
2. Participate in at least one teaching-related development activity which may include
 - a. participating in a session or panel discussion on a teaching-related topic at an academic conference
 - b. participating in a discipline-related practitioner conference
 - c. developing and/or teaching a professional workshop (NIU or externally sponsored)
 - d. participating in a teaching-related workshop (NIU or externally sponsored)

3. Engage in at least one of the following in each calendar year.

Publish an intellectual contribution in a peer-reviewed, business related journal
Publish an intellectual contribution in a peer-reviewed, pedagogical journal
Submit an original manuscript to a peer-reviewed, business related journal
Submit an original manuscript to a peer-reviewed, pedagogical journal
Author or contribute chapters to a scholarly book or textbook

Publish a research monograph
Publish proceedings from a scholarly meeting
Present a paper at an academic or professional conference
Perform a substantive review for a peer-reviewed journal or academic conference
Develop new instructional materials
Publish a case with instructional materials
Perform a substantive role as a discussant at an academic or professional conference
Define a continuing research plan and demonstrate progress
Serve a substantive role on a doctoral dissertation or master's thesis committee
Engage in a consulting assignment
Apply/write a major research grant
Serve as an expert witness
Design and deliver a new course preparation
Organize a professional workshop or specialized research conference/seminar

Conclusion

Faculty Qualification and Engagement will be criteria included in the Instructor Service Report and will be incorporated into the Instructor's Annual Evaluation. Instructors need to keep documentation and consult with Department Chairs regarding appropriateness of related activities.

Chairs will provide a written record of both yearly and five-year cumulative point totals on the Instructor's Annual Evaluation.

The College of Business will provide financial support for activities that contribute significantly to maintaining professional competence. The significance of the activity and the level of support will be determined by the Department Chair, the Associate Dean for Administration, and the Dean.

After October 1 and prior to December 15 of each year, either party to this Agreement may recommend specific changes to the Memorandum. Both parties agree to discuss these recommendations. Joint approval by both parties is required before any change to this document is authorized and implemented.

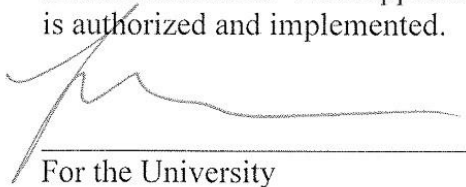
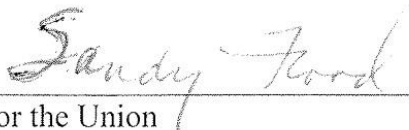
	<u>3/24/2016</u>		<u>3/25/16</u>
For the University	Date	For the Union	Date

TABLE ONE
PROFESSIONAL ACTIVITIES FOR INSTRUCTIONAL PRACTITIONERS

		Relevance		Enhancement		
	Pts	Factor	Pts	Factor	Pts	Total
<u>RELATED EMPLOYMENT AND CONSULTING</u>						
Full-time Job	25					
Part-time Job	10					
Business Ownership	15					
Consulting - 100+ hours/year	15					
Consulting - 65-99 hours/year	10					
Consulting – 30-64 hours/year	5					
Consulting - 5-29 hours/year	3					
Board of Directors	5					
<u>PROFESSIONAL DEVELOPMENT</u>						
Peer reviewed prof journal article	10					
New textbook	10					
Revise textbook	5					
New textbook chapter	3					
New textbook supplements	3					
Review or pilot a textbook	2					
Revise textbook chapter	1					
Achieve professional certification	10					
Complete a course	5					
Present at a professional conference	5					
Conduct a seminar/workshop at prof conference	5					
Panel/discussant at prof conference	3					
Editor of a professional journal	5					
Editorial review board for prof journal	2					
Create/deliver professional program	10					
Create instructional materials	3					
Teach existing course first time	5					
Create a new course	10					
ELC coach/semester	4					
ELC consultant/semester	2					
Attend conferences, workshops, seminars	2					
Attend college-sponsored presentations	2					
Other professional development activities (1-5 pts)						
*Activities to improve teaching competence	1					
(*Maximum three points per year)						

APPENDIX ONE

Example for Determining Relevance and Enhancement Point Value

Example: An Instructor identifies a workshop that he/she attended and explains the nature/content of the workshop, particularly the parts of the workshop that were relevant to the subject matter and if the case, enhanced the knowledge of the subject matter. The Instructor has the responsibility of providing sufficient explanation of the activity to help the Department Chair determine the level of relevance and the level of enhancement. The Instructor can suggest appropriate levels and then discuss with the Chair, at least the first time the activity is identified by the Instructor.

Activity: Attend a workshop

Point Value: 2

Relevance: Determined to be High = 1.00. Point value of 2 multiplied by relevance level of 1.00 = 2 points

Enhancement: Determined to be Medium = .50. Point value of 2 multiplied by enhancement level of .50 = 1 point.

Total points for this activity: 3

To address the concerns that the Department's criteria for defining PQ faculty appear to set a very low threshold, that the current criteria allow for maintenance of PQ status without completing any activities that are related to the faculty members' area of teaching, and that maintaining PQ status require annual activities for both subject matter expertise and instructional competence, the College has reviewed the current guidelines for determining professional qualifications for Instructional Practitioners.

All existing criteria have been reviewed by a committee consisting of Dan Wunsch, Associate Dean; Sandy Flood, President of the local Instructor union; Suzanne Youngberg, Accountancy Instructor; and Keith Nyquist, Management Instructor. As a result, five new Subject Area Competence activities have been added to the list, and eleven Subject Area Competence activities have been eliminated from the list. Also, all Teaching Area Competence activities have been eliminated and replaced with one activity: Activities to improve teaching competence. Teaching Area Competence activities have a maximum of 30 percent of all activities per year.

The point values have been reviewed and revised. Previous guidelines had a point range for most activities and the point value within this range was determined by the Department Chair based on three factors:

1. Degree of enhancement of faculty members' subject area competence or teaching competence
2. Level of interaction with members of the business community
3. Degree of relevance to teaching assignment

No clarification or examples were provided for determining the appropriate point value within the suggested range applying these three factors. As a result, most point values determined by Chairs were at the top of the range resulting in more easily attained thresholds.

The new guidelines for Instructional Practitioners identify a point value for all activities except one: "Other professional development activities" has a range of 1-5 points. Point values were determined based on their relative impact on their contribution to maintaining professional competence in an Instructor's teaching areas.

After an activity and initial point value have been identified, the Chair adjusts the initial point value by two factors: how relevant the activity is to the Instructor's teaching areas and how much the activity has enhanced the knowledge of the Instructor's teaching areas. Each factor has four levels: High = 1.00, Medium High = .75, Medium = .50, and Medium Low = .25. To arrive at the final point value of an activity, the initial point value would be multiplied by the relevance level and the enhancement level and totaled. The guidelines provide an example applying the relevance and enhancement factors to arrive at the final point value.

Instructional Practitioners must generate a minimum of 50 points over a five-calendar-year time period, constituting a rolling average of 10 points per year.

The new guidelines also provide the criteria and requirements for Scholarly Practitioners.

APPENDIX B

Collective Bargaining Agreement, International Union of Operating
Engineers, Local 150 – Campus Grounds Department

INTERNATIONAL Union Of OPERATING ENGINEERS
LOCAL 150

and

Northern Illinois University
(Grounds Department)

July 1, 2011 through June 30, 2018

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Board of Trustees of Northern Illinois University at De Kalb campus (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees employed in the Grounds Department of the NIU DeKalb Campus described in Article I.

ARTICLE 1 RECOGNITION

Section 1.1: Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois Educational Labor Relations Board, in Case No. 2003-RC-0006-C:

****INCLUDED**

Assistant Grounds Gardener	Grounds Equipment Mechanic
Athletic Turf Specialist	Grounds Worker
Greenhouse Gardener	Maintenance Equipment Operator

****EXCLUDED**

All superintendents, managers and exempt employees as defined by the Act.

Section 1.2: New Classifications

In the event the Union seeks to add a position classification to the bargaining unit which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the date the new classification became a part of the bargaining unit.

The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the duties and responsibilities of the position remain essentially the same.

ARTICLE 2 RIGHTS **UNION RIGHTS**

Section 2.1: Union Activity During Working Hours

Union activities within the Employer’s facilities shall be restricted to administering this Agreement. The Union shall not engage in Union Activities on the Employer’s time or its property which will unreasonably interfere with employees’ assignments or duties.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no lengthy, or otherwise, unreasonable interruption of the Employer's working schedule. Such agent shall notify the Vice President of Compliance and Human Resource Services or the Associate Vice President of Facilities, Operations or their designees prior to coming on campus.

Section 2.2: Time Off For Union Activities

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International Conventions, subject to the operational needs of the Employer and with supervisory approval. If the absence is granted, the employee may utilize accumulated vacation or compensatory time in order to take such time off.

Section 2.3: Union Bulletin Boards

The Employer agrees to furnish bulletin board space in a common work area for the posting of Union notices related to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or State. While not limited to the following, notices shall be such as: Union meetings, Union elections, and appointments, results of Union elections, recreational, social and educational programs. All posted notices shall be signed by an officer of the Union or a Steward.

Section 2.4: Bargaining

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to NIU policy matters directly affecting wages, hours and terms and conditions of employment.

B: Management Rights

The Employer shall not be required to bargain over matters of inherent managerial policy as defined by Section 4 of the Illinois Educational Labor Relations Act. The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority, which the Employer has not abridged, delegated or modified by the expressed provisions of this Agreement, is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

- Determine the overall budget of the Employer;
- Determine control and exercise discretion over the organization and efficiency of operations;
- Direct the employees, including the right to assign work and overtime;
- Hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the Employer;
- Suspend, demote, discharge or take disciplinary action against the employees for just cause;
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
- Reallocate positions to higher or lower classifications;
- Establish, modify, combine, or abolish job classifications;
- Determine the purpose of each of its service areas;
Set standards for services to the public;
- Determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- Change or eliminate existing methods, equipment, or facilities.

The Employer shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Employer's property. The Employer retains all the rights as an Employer which it now has or may have in the future under law and common law unless a specific clause of this contract expressly abridges such rights. The Employer will provide bargaining unit members reasonable notice of any changes.

General Provision

Parking Permit Rates

All parties recognize that the parking permit rate is set by the Employer.

ARTICLE 3 UNION DUES/FAIR SHARE CHECK OFF

Section 3.1

NIU agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees
- (B) Union sponsored credit and other benefit programs.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise NIU of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Employer shall not be under any obligation to make any deductions for dues if any bargaining unit member's pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect dues for that period directly from the bargaining unit member.

Nothing in this Article shall require the Employer to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. This Section shall not prohibit other deductions authorized by individual bargaining unit members.

Section 3.2: Dues Deduction and Fair Share

The Union shall supply the Employer with all relevant information and documentation as related to the dues and fair share provisions of this Article, including the basis of the fair share fee and notice of appeal and objection procedures. In addition, the Union shall advise the Employer of any subsequent change therein.

The proportionate share fee deduction shall commence with the first pay period starting 30 days after the Union certifies to the Employer the amount of the proportionate share fee, or 30 days after the date of original employment for a new employee, whichever is later.

Section 3.3: Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

Section 3.4: Indemnity

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents or its employees or representatives harmless against any claim, demand, action,

complaint, suit, or any form of liability (monetary or otherwise) arising from the deduction of membership dues and fair share fees established by the Union and communicated to the Employer in compliance with this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for dues and fair share fees once such monies have been remitted to the official designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article, which are in excess of the amount of dues or fair share fees that the Employer has agreed to deduct.

ARTICLE 4 **HOURS OF WORK**

Section 4.1: Workday and Workweek

- A. Eight (8) hours shall constitute a work day and forty (40) hours shall constitute a work week. Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union.

Upon ratification of this initial agreement, bargaining unit employees shall normally be scheduled to work eight (8) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m. on Monday through Friday. Thereafter, at the Employer's discretion employees who are hired after the ratification of this agreement may be assigned start times other than 7:30 a.m. to 4:00 p.m., and workdays other than Monday through Friday.

- B. The work week is Monday through Sunday. Employees represented by this agreement shall normally work five (5) consecutive days during the work week.
- C. Should the University implement a work week of less than five work days (i.e. a 4-day work week) in the Grounds Department employees will receive a minimum of a 30 day notice prior to the work schedule taking effect when possible. Such 4-day work week may only be implemented between the end of the Spring Semester and the beginning of the Fall Semester. Once the 4 day workweek has been implemented, overtime at the appropriate rate of pay will be paid to employees who have worked beyond the established daily work hours and after being in pay status for forty (40) hours in that designated work week.

Section 4.2: Lunch/Rest Period

Bargaining unit employees shall be granted a fifteen (15) minute paid break during the first half of each work shift, a fifteen (15) minute paid break during the second half of each work shift and shall be granted a thirty (30) minute unpaid lunch period at or about the mid-point of each work shift. Breaks shall be taken at the location the employee is currently working unless approval is granted by the supervisor. Due consideration shall be given to health and safety issues. During break periods employees will have access to university buildings to use the restrooms, the vending machines, and/or food service.

Section 4.3: Clean Up Time

As necessary, bargaining unit employees shall be allowed fifteen (15) minutes prior to lunch and fifteen (15) minutes prior to the end of the work day as clean up time. Employees shall use this time prior to lunch to wash up before eating their meal. At the end of the work day employees shall use this time to clean their equipment and to wash up before leaving for the day.

Section 4.4: Overtime Pay

The Overtime Rate shall be 1 ½ times the normal hourly rate. Bargaining Unit members become eligible for overtime in accordance with University policy. The Employer agrees to pay double time for all hours worked on an employee's second regularly scheduled day off.

Should a 4-day work week be implemented within the Grounds Department, the Employer agrees to pay time and one half for all hours worked on the employee's first regularly scheduled day off, time and one half for all hours worked on the employee's second regularly scheduled day off, and double time for all hours worked on the employee's third regularly scheduled day off, provided the employee does not refuse work offered on the employee's first or second regularly scheduled day off in the same work week.

Section 4.5: Overtime Distribution

The Employer shall attempt to distribute overtime as equally as possible to bargaining unit employees over the fiscal year provided that the parties recognize that emergency situations may necessitate that some employees receive more overtime assignments than other employees at certain times throughout the year. If an employee refuses the overtime or is unavailable when contacted for overtime, he/she shall be credited with the amount of hours actually worked during the overtime assignment or the time estimated by the supervisor, whichever is less. With the exception of emergencies as determined by the Grounds Supervisor or designee, refusal of overtime by a bargaining unit employee who has not been given 24 hours prior notice means he/she will not be credited toward that employee's total accumulated overtime hours.

Section 4.6: Scheduled Overtime

Overtime shall be scheduled at least forty-eight (48) hours in advance when possible. The employee shall be advised of the assignment as well as the approximate duration of the overtime assignment. Employees will be receive a minimum of 2 hours of overtime when the overtime assignment does not immediately precede or follow the employee's regular work schedule. When all bargaining unit employees have been contacted for overtime and either cannot be reached or have refused to work an overtime assignment, the overtime assignment may be mandatory and imposed in inverse seniority order until all overtime assignments have been filled. When the overtime assignment immediately follows the employees regular work schedule, the employee will be compensated at the appropriate rate pay for all hours worked, regardless of the length of the overtime assignment.

Section 4.7: Call Back

A "call back" is defined as an unscheduled assignment of work which does not immediately precede or follow an employee's regular work schedule. Call back shall be compensated at the appropriate rate of pay with a guaranteed minimum of two (2) hours at such overtime rate of pay, provided the employee has worked for the entire scheduled workday and/or been in pay status for the entire workweek.

Section 4.8: Compensatory Time

Compensatory time will be accumulated and used in accordance with university policy.

ARTICLE 5 SENIORITY

Section 5.1: Seniority Defined

An employee's seniority shall be the period of the employee's most recent continuous regular employment within their classification with the Employer in accordance with State Universities Civil Service System Statute and Rules.

Section 5.3: Seniority List

The Employer shall post a seniority list by March 31st of each year. A copy of the seniority list shall be furnished to the Union when it is posted. The Union will have 10 business days to accept the seniority list and bring any concerns to the Employer's attention in writing. The Employer will not be held responsible for any concerns that are brought to its attention after 10 business days.

Section 5.4: Probationary Employees

All employees shall serve a probationary period in accordance with the State Universities Civil Service Statute and Rules. Currently, all classifications represented by this agreement must serve a 6 month probationary period. Employees who are promoted within the bargaining unit shall serve an additional probationary period for the new classification.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment in the classification. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

Section 5.5: Employee Status

Immediately upon ratification of the contract by both parties the Employer will provide the Union with a report that contains the following information for employees in the bargaining unit: Name of employee; classification; NIU start date; date in class; length of probation if on probation; and salary/hourly rate. Thereafter, the Employer shall provide a revised report containing updated information to the Union every January 31, and July 31.

ARTICLE 6 LAYOFF AND RECALL

Section 6.1: Definition and Notice

A layoff is defined as a reduction in workforce. The Employer shall give the Union at least thirty (30) days notice of layoffs of bargaining unit employees.

Section 6.2: General Procedures

In the event of a layoff, employees shall be laid off in inverse order of seniority and in accordance with State Universities Civil Service System Statute and Rules. However, prior to laying off any bargaining unit employees, all extra help employees who perform work customarily performed by bargaining unit employees within the Grounds Department shall be terminated.

Section 6.3: Recall of Laid-Off Employees

The names of laid-off employees shall be placed on the restoral or re-employment registers for their classification, as defined by State Universities Civil Service System Statute and Rules. Employees shall be recalled in seniority order by classification.

ARTICLE 7 DISCIPLINARY PROCEDURES

Section 7.1: Employee Discipline

NIU agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be limited to the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with

copy sent to Union office.

(B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.

(C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

(D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Both parties agree that the management has the right to forward discipline directly to option C or D as deemed appropriate for egregious behavior, including but not limited to conduct considering threatening, discrimination, dangerous, or such behavior that places a risk to the campus community or to themselves.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

Discharge and Involuntary Demotions

The Employer shall notify the employee and Union of the intent to initiate an involuntary demotion or discharge proceedings before the State Universities Civil Service Merit Board at least 13 working days prior to the commencement of the involuntary demotion or discharge procedures as required by the State Universities Civil Service System. Such notice shall satisfy the requirements of the collective bargaining Agreement and shall not, in any manner, diminish the Employer's or the employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step 3 of the grievance procedure.

State Universities Civil Service System procedures shall not commence until after the 13 working day period mentioned above has ended, or until a grievance filed on the basis of notice of demotion or intent to discharge has been responded to at Step 3, whichever occurs later. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee served with written notification of the initiation of an involuntary demotion or discharge proceedings per the State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110(e) (1) through (7).
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance procedures of this collective bargaining Agreement with respect to said demotion or discharge.
3. Likewise, if the employee elects to follow the grievance procedure of this Agreement, initiation of such action shall constitute a voluntary election not to pursue available appeal procedures specified in the Rules and Regulations of the State Universities Civil Service System

and waiver of any rights which either the employee or Union might otherwise have had under the Rules and Regulations of the State Universities Civil Service System.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer and the employee.

Section 7.2: Right To Representation

Prior to any disciplinary discussions (pre-disciplinary or otherwise) with the employee, the Employer shall inform the employee that disciplinary action may be taken. It is the employee's right and responsibility to request Union representation and bring a Union representative to the meeting scheduled by the Employer. The Employer agrees to make reasonable scheduling accommodations for Union representation when requested.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1: Grievance Defined

A grievance is defined as any claim of violation of this Agreement. Business days are defined as Monday through Friday, excluding holidays and administrative closure days.

Section 8.2: Processing Of Grievance

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee(s) is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that bargaining unit.

Section 8.3: Grievance Steps

Step One: Grounds Supervisor or designee

The employee, with or without a Union representative, may attempt to orally resolve a grievance with the Grounds Supervisor or designee or designee, within fifteen (15) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The Grounds Supervisor or designee, or designee, shall attempt to adjust the matter and shall respond in writing within fifteen (15) business days.

Step Two: Associate Vice President, Finance & Facilities – Operations

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Associate Vice President, Finance & Facilities – Operations, or designee, within fifteen (15) business days of the Step One response.

The Associate Vice President, Finance & Facilities – Operations, or designee, shall schedule a conference within fifteen (15) business days of receipt of the grievance to attempt to adjust the matter. The Associate Vice President, Finance & Facilities – Operations, or designee, shall submit a written response within fifteen (15) business days of the conference. If the conference is not scheduled, the Associate Vice President, Finance & Facilities – Operations, or designee, and the Union may mutually agree to extend the timeframe.

Step Three: Vice President of Compliance and Human Resource Services If the grievance remains unsettled after the response in Step Two, the Union may submit a written grievance to the Vice President of Compliance and Human Resource Services, or designee, within fifteen (15) business days of the Step Two response. Grievances concerning discharge may be filed directly

at Step Three within fifteen (15) business days of the discharge or when the employee/Union reasonably should have realized that a dispute existed.

Vice President of Compliance and Human Resource Services, or designee, shall schedule a conference within fifteen (15) business days of the grievance to attempt to adjust the matter. The Vice President of Compliance and Human Resource Services, or designee, shall submit a written response within fifteen (15) business days of the conference. If the conference is not scheduled, the Vice President of Compliance and Human Resource Services, or designee, and the Union may mutually agree to extend the timeframe.

Step Four: Arbitration

If the grievance is not settled at Step Three, the Union may present the grievance to the Vice President of Compliance and Human Resource Services, or designee, within fifteen (15) business days after receipt of the Step Three response. A representative of Human Resource Services shall schedule a meeting with the Union and appropriate department personnel to discuss the issues for arbitration. This meeting shall be scheduled at a time agreeable to the parties and within fifteen (15) business days of receipt of notice to arbitrate.

The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association, the Federal Mediation Conciliation Service, or other mutually acceptable sources. The parties shall meet in person or by telephone and alternatively strike names until a single name remains. The cost of services of the arbitrator, court reporter, transcripts, and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, University Rules and Policies, Laws of the State of Illinois, and Rules and Regulations of Administrative Agencies are not subject to arbitration. Pursuant to current State Universities Civil Service Statute and Rules, matters relating to the discharge/dismissal of a probationary employee are not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the time limits defined in Step One. The arbitrator shall submit in writing their decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrators interpretation of the meaning or application to the facts of this Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrator shall be final and binding on the parties.

Section 8.4: Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative.

An improper grievance form, date, section citation, or other procedural errors such as lack of signature, shall not be grounds denial of the grievance.

Section 8.5: Settlements and Time Limits

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's answer and shall not be eligible for further appeal, except that the parties may, in any individual case, extend this limit by mutual agreement of the parties.

Section 8.6: Union Stewards

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate two (2) Stewards and will provide written notice to Grounds Supervisor or designee, or designee and Associate Director of Labor Relations to identify those individuals.

ARTICLE 9 HOLIDAYS

Section 9.1: General Information

All bargaining unit employees shall receive the paid holidays in accordance with Board of Trustees regulations and by-laws with eleven (11) full-day paid holidays per calendar year and two (2) Administrative Closure Days per calendar year as authorized and specified under general university procedures. The eleven (11) holidays and two (2) Administrative Closure Days are as follows:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Four (4) Floating Holidays (as determined by the University President)
- Two (2) Administrative Closure Days

Section 9.2: Specific Applications

Employees may be excused without pay to vote in local, state, or national elections if a reasonable period of off-duty time is not available.

Section 9.3: Holiday and Administrative Closure Pay

Bargaining unit employees shall be paid at one and one-half his/her regular hourly rate of pay for all hours worked on designated holidays listed in Section 9.1 of this Article in addition to the holiday pay. Bargaining unit employees shall be paid for all hours worked at his/her regular hourly rate of pay on administrative closure days in addition to the administrative closure pay.

ARTICLE 10 VACATIONS AND PERSONAL LEAVE

Section 10.1: Vacation Accrual

All bargaining unit employees shall earn vacation at the same rate as all other non-exempt Civil Service employees in accordance with university policy

Section 10.2 Vacation Usage

(A) An employee is eligible to take Vacation Leave immediately upon earning it with

supervisory approval.

- (B) Employees may accumulate and carry over year to year an amount of vacation in accordance with university policies.
- (C) If a holiday should fall during the scheduled vacation period, the employee shall not be charged a vacation day for the Holiday.

Section 10.3 Vacation Pay

- (A) Upon separation, a non-probationary employee shall be paid for all unused accrued vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.
- (C) Employees on vacation may be asked to work during their pre-approved vacation but they will not be required to work during their vacation. If the employee declines to work, that will not be charged as time worked for purposes of equalizing overtime.

Section 10.4: Vacation Selection

The Grounds Superintendent, or designee, shall grant vacation requests as the employees make them, subject to the operating needs of the department. If the request cannot be granted immediately, the supervisor shall make his/her decision within five (5) business days of the request.

ARTICLE 11 SICK LEAVE

Section 11.1: Sick Leave Accrual

All bargaining unit employees shall accrue sick time at the same rate as all other non-exempt employees in accordance with University policies.

Section 11.2 Pension Benefit at Retirement

Employees shall receive retirement benefits in accordance with the State Universities Retirement System rules and regulations.

ARTICLE 12 LEAVES OF ABSENCE

Section 12.1: Disability Leave

In the event of a disability, an employee may apply for disability payment through the SURS. Upon release to return to work, the Employer shall reinstate the employee to his/her former classification provided the employee can physically perform the essential duties and functions of the position.

Section 12.2: Discretionary Leave Of Absence

An employee with at least twelve (12) months seniority may petition the Employer for a personal leave of absence. Such leave of absence is without pay or fringe benefits unless otherwise agreed.

Section 12.3: Jury Duty Leave

Upon request and receipt of proper documentation, an employee will be excused for jury duty, or when subpoenaed to testify at a hearing, without loss of pay. The employee must return to work after he/she is excused by the court.

ARTICLE 13 EMPLOYEE TRAINING AND EDUCATION

Section 13.1: Compensation

The Employer agrees to compensate all bargaining unit employees their appropriate rate of pay for all hours spent for training, schools, and courses which the Employer requires an employee to attend. If training is scheduled during normal work hours, it shall be treated as a normal work day. When an employee is required to use his/her own automobile, mileage shall be reimbursed in accordance with University policies and procedures.

Section 13.2: CDL License

The Employer agrees to reimburse the difference between the cost of a CDL and a regular driver's license for those employees whose positions require a CDL.

Section 13.3: Educational Incentive

Employees will be provided educational benefits in accordance with University policies and procedures.

ARTICLE 14 SAFETY

Section 14.1: Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

Section 14.2: Safety

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers.

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken including whether or not the job assignment should be discontinued.

On a case by case basis, the Employer shall provide training as determined by management to employees on unfamiliar equipment and/or procedures.

ARTICLE 15 LABOR-MANAGEMENT MEETINGS

Section 15.1: Labor-Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and the Employer's representatives when appropriate. Such meetings shall be scheduled within ten (10) business days of either party requesting the meeting, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 15.2: Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by a representative of the Employer and there shall be no

loss of wages for the attendance by Union Stewards and/or affected bargaining unit employees. Details of grievances or arbitrations shall not be discussed at such meetings.

ARTICLE 16 SUBCONTRACTING

Beyond the scope of existing practices, the Employer has no present intention to subcontract non-emergency work performed by bargaining unit members, however the Employer reserves the right to subcontract when it deems necessary or if it is in the university's best interest. There shall be no limit on the amount of subcontracting performed by the Employer. However, no bargaining unit employee shall suffer a reduction in schedule or be laid off as a direct result of such subcontracting. Should the Union have any concerns regarding subcontracting, the parties agree to meet and discuss the Union's concerns.

ARTICLE 17 SUPERVISORY WORK AND TEMPORARY WORKERS

The Employer will maintain its current practice of hiring students and extra help as needed. Such employees will be able to perform duties and operate equipment normally used by members represented by this Agreement. Bargaining unit members will be offered job assignments before temporary help is assigned depending on operational needs as determined by the Management. Student and extra help employees shall not displace members of the bargaining unit. The parties agree to discuss substantial continuing increases (from current practices) in the use of temporary workers through the labor management committee process.

In emergency situations, the Grounds Supervisor may perform duties normally assigned to members of the bargaining unit. The purpose for performing such duties may include but is not limited to training, when there is a shortage of staff, when it's operationally efficient to do so or in overtime situations where employees have declined the overtime assignment.

Retired bargaining unit members that apply for extra help positions may be hired based on operational need as determined by Management, will not displace members of the bargaining unit, will not prevent members of bargaining unit for advancement, and will be hired on a non-status basis as defined by the civil service statute.

ARTICLE 18 DIFFERENTIAL PAY

Whenever a bargaining unit member is assigned work normally performed by an individual in a higher paid classification within the bargaining unit, the bargaining unit member performing such work shall be paid a differential of 10% or the appropriate rate of the higher level classification, whichever is greater. The employee must work at least one (1) hour before the differential takes effect. Thereafter, the differential will be paid at one half hour increments. Duties of the higher class shall be defined by the job classification and job description for the higher classification with the understanding that the Grounds Worker classification shall be designated for all hand operated equipment, and riding lawn mowers. The equipment listed in Appendix 1 is a guideline of equipment used by MEOs, but is not an exhaustive or complete list.

ARTICLE 19 DUTIES OUTSIDE TRADITIONAL JOB ASSIGNMENTS

Bargaining unit employees will not be required on a regular basis to perform duties that are not typically performed by their job classification.

Bargaining unit members may be required to perform work different from traditional job duties for which the employee does not or has not traditionally performed in order for the University to operate in a more efficient and effective manner.

ARTICLE 20 UNIFORMS AND EQUIPMENT

Section 20.1: Protective Clothing

The Employer shall maintain the current compliment of protective equipment and clothing.

Section 20.2: Prescription Safety Glasses

Bargaining unit employees who are subject to assignments or situations necessitating protective eye wear shall be provided safety goggles.

Section 20.3: Clothing Allowance

The Employer will purchase work clothes with a limit of \$100 per year per employee. The Employer will determine items to be purchased, need of purchase, and place in which purchases are made. Items purchased by Employer are considered university property.

ARTICLE 21 PERSONNEL RECORDS

Section 21.1: Personnel Records

In accordance with University policy, an employee's personnel record is available during regular business hours for an employee and/or his/her designee to review. The employee must receive prior approval from his/her supervisor to be released from work to review his/her file. With the exception of routine personnel transaction records, no document, record, letter, or other information may be placed in the employee's personnel file without knowledge of the employee.

Section 21.2: Right of Inspection and Copies

An employee will be granted the right to inspect his/her official personal records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the appropriate person. The cost of making copies of documents within the file will be borne by the employee.

Section 21.3: Removal of Disciplinary Records

All written and verbal warnings, shall be removed from an employee's file after twelve months from date of issuance, provided no further discipline has been issued in that time frame. The request for removal must be made in writing and presented to the Director, Labor Relations, or designee by the employee with a copy sent to the author of the written warning. Removal of records will be from department, division, and Human Resource Services files.

ARTICLE 22 NON-DISCRIMINATION

Section 22.1: Prohibition against Discrimination

Both the Employer and the Union agree not to unlawfully discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Furthermore, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

Section 22.2: Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on

account of membership or non-membership in, or lawful activities on behalf of the Union. This language shall not be construed or interpreted to limit the Union's or employee's right to pursue action through the Illinois Educational Labor Relations Board.

ARTICLE 23 **NO STRIKE/NO LOCKOUT**

Section 23.1: No Strike

During the term of this agreement or any extension thereof, neither the Union nor any employee covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 23.2: No Lockout

The Employer will not lock out an employee covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE 24 **WAGES**

Section 24.1: Salary Increases

Par. 1 For each of the succeeding fiscal years of this Agreement (FY18) the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed on an across-the-board basis to eligible employee in the bargaining unit.

Par. 2 In the event that the University Salary increment Guideline provides for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed.

Par. 3 The Employer retains the right to increase the base rate of pay, which shall not exceed the rate paid to employees currently in the bargaining unit.

Par. 4 New employees shall be hired into the Grounds bargaining unit at the entry (lowest) rate of pay for that classification and will remain at that rate (plus subsequent contractual increases) for one (1) year.

SECTION 24.2 – ADVANCEMENT

Par. 1 Employees will move up to the next step in the salary plan after serving the number of years indicated for that classification. Salary increments will be effective at the beginning of the pay period in which the employee's anniversary date falls (i.e. Employee's start date = July 9th, then his/her salary increment will be effective July 1st; Employee's start date = July 22nd, then his/her salary increment will be effective July 16th).

Par. 2 The step plan shall be established as follows:

	Base	1 YR Step	3 YR Step	6 YR Step
Grounds Worker	\$12.42	\$17.94	\$19.16	\$20.40
Mech. Equip. Op., Asst. Grounds Gardner, Athl. Turf Spec.	\$15.02	\$20.07	\$22.93	\$23.70
Grounds Equip. Mech., Greenhouse Gardner	\$16.43	\$22.08	\$24.71	\$26.08

Par. 3 Except for a promotion within the promotional line, the employee's pay level and advancement is determined by date of status employment in the classification. Employees promoted within the promotional line will receive rates in accordance with the "pay level" of the employee's pay at the time of promotion. Example: a Grounds Worker earning \$18.23 per hour who is promoted to a position of Assistant Grounds Gardener will receive \$21.38 per hour.

ARTICLE 25 EXISTING BENEFITS

A. CMS Benefit Programs

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs as provided by Central Management Services in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

No change will be imposed on bargaining unit members unless it is imposed generally on all NIU employees pursuant to CMS requirements. Further, the Employer will assure that employees of the bargaining unit receive the same notice as provided to employees generally affected by such changes.

B. Board of Trustees Benefit Provisions

During the term of this agreement, all employee benefits, not specifically covered herein, shall be granted to bargaining unit members in accordance with applicable Board and University policies. Improvements in such benefits, which are provided to other university employees and for which bargaining unit members would normally be eligible, shall be extended to bargaining

unit employees. In the event of any change in Board and University policies concerning such benefits, the Union shall be notified of such changes that would affect the availability of these benefits for bargaining unit members and the parties agree to meet to negotiate over such changes and any impact of such changes.

University Policies are available on the Human Resources website or by request to HRS. A printed version will be made available for employee use in the department.

ARTICLE 26 MEDIATION

Should an impasse arise during future negotiations, the parties shall employ the mediation process set out in Section 12 of the Illinois Educational Labor Relations Act.

ARTICLE 27 SAVINGS CLAUSE

This Agreement shall not supersede:

1. Applicable Federal and State laws as such laws may become amended from time to time;
2. Rules of Federal and State agencies which have the force and effect of law; as such may be amended from time to time;
3. Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time; except as expressly provided for in this Agreement;
4. Policies, procedures and provisions of employment as established by Northern Illinois University as such may be amended from time to time; except as expressly provided for in this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and practices between the Employer, Union and employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE 28 DURATION

This Agreement shall be effective as of 12:01 a.m. the first day of July, 2011 and shall remain in full force and effect until 11:59 p.m. the thirtieth day of June, 2018, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ACCEPTANCE BY THE PARTIES

NORTHERN ILLINOIS UNIVERSITY

IUOE, Local 150

Jesse Perez
Director, Labor Relations
Chief Negotiator

Jim Sweeney, President / Business Mgr.

Designee for the NIU Board of Trustees

Marshall Douglas, Treasurer

Mike Kresge, Business Agent

Date approved by NIU Board of Trustees

Appendix #1

MEO EQUIPMENT LIST

311 Grader
314 John Deere
315 John Deere Tractor/Mower
404 John Deere
416 Cat Backhoe
480 Tractor
580 Case Backhoe
All Street Sweepers
660 Skid Loader
670 Bobcat Skid Loader
Hi Ranger
761 Dump Truck
Jacobson Tractor (reel mower)
Kubota Utility Vehicle with attachments

There may be other pieces of equipment that are MEO, based upon the attachment. Examples of MEO attachments are: plows or tillers

Grounds Workers shall be responsible for daily maintenance of equipment. Repairs shall be performed by the Grounds Equipment Mechanic or MEOs.

APPENDIX C

Collective Bargaining Agreement, International Union of Operating
Engineers, Local 150 – Materials Management Department

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Northern Illinois University, Illinois (hereinafter referred to as “NIU” or “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

ARTICLE I: RECOGNITIONSection 1.1: Recognition

Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois Educational Labor Relations Board, in Case No. 2003-RC-0014-C:

****INCLUDED:** Route Driver employees in the Materials Management Department of NIU’s DeKalb Campus

****EXCLUDED:** All superintendents, managers, and exempt employees as defined by the Act.

Section 1.2: New Classifications

In the event the Union seeks to add a position classification to the bargaining unit, which may be appropriate to the bargaining unit, the parties agree to meet and discuss the inclusion of the position classification. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the date the new classification became a part of the bargaining unit.

ARTICLE II: UNION & MANAGEMENT RIGHTSSection 2.1: Union Activity During Working Hours

Union activities within Employer facilities shall be restricted to administering this agreement. The Union shall not engage in Union activities on Employer time or its property which will interfere with employees’ assignments or duties.

Authorized agents of the Union shall have access to the Employers' establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to, provided however, there is no lengthy, or otherwise, unreasonable interruption of Employers' working schedule. Such agents shall notify the Vice President of Human Resource Services and Compliance, or designee, or the Director of Materials Management or their designees prior to coming on campus.

Section 2.1a: Union Rights

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to NIU policy matters directly affecting wages, hours, and terms and conditions of employment.

Section 2.2: Time Off for Union Activities

Union stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, subject to the operating needs of the Employer and with prior supervisory approval. If the absence is granted, the employee must utilize accumulated vacation or time off without pay in order to take such time off.

Section 2.3: Union Bulletin Boards

The Employer agrees to provide space on a bulletin board in a common work area for the posting of Union notices related to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections and appointments, results of Union elections, recreational, social, and educational programs. All posted notices shall be signed by a Union representative (i.e., steward, business agent).

Section 2.4: Management Rights

The Employer shall not be required to bargain over matters of inherent managerial policy as defined by Section 4 of the Illinois Educational Labor Relations Act. The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority, which the Employer has not abridged, delegated or modified by the expressed provisions of this Agreement, is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

- Determine the overall budget of the Employer;
- Determine control and exercise discretion over the organization and efficiency of operations;
- Direct the employees, including the right to assign work and overtime;
- Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer;
- Suspend, demote, discharge, or take disciplinary action against the employees for just cause;
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
- Reallocate positions to higher or lower classifications;

- Establish, modify, combine, or abolish job classifications;
- Determine the purpose of each of its service areas;
- Set standards for services to the public;
- Determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- Change or eliminate existing methods, equipment, or facilities.

The Employer shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Employer's property. The Employer retains all the rights as an Employer which it now has or may have in the future under law and common law unless a specific clause of this contract expressly abridges such rights. The Employer will provide bargaining unit members reasonable notice of any changes.

Parking Permit Rates

All parties recognize that the parking permit rate is set by the Employer.

ARTICLE III: UNION DUES/FAIR SHARE CHECK OFF

Section 3.1: Deductions

NIU agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees
- (B) Union sponsored credit and other benefit programs.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise NIU of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Employer shall not be under any obligation to make any deductions for dues if any bargaining unit members' pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect dues for that period directly from the bargaining unit member.

Nothing in this Article shall require the Employer to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. This section shall not prohibit other deductions authorized by individual bargaining unit members.

Section 3.2: Fair Share

Pursuant to the Illinois Educational Labor Relations Act and amendments thereto, employees covered by the article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the

collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, terms, and conditions of employment.

The proportionate fair share payment shall be deducted by NIU from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by NIU with a listing of the employee, social security number, address, and the individual employee deduction(s), along with deductions remitted pursuant to this article.

The Union shall certify to the Employer the fair share amount to be deducted pursuant to the provisions of this article. In addition, the Union shall advise the Employer of any subsequent change therein.

The proportionate fair share fee deduction shall commence with the first pay period starting 30 days after the Union certifies to the Employer the amount of the proportionate fair share fee, or 30 days after the date of original employment for a new employee, whichever is later.

Section 3.3: Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

Section 3.4: Hold Harmless

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents, or its employees or representatives harmless against any claim, demand, action, complaint, suit, or any form of liability (monetary or otherwise) arising from the deduction of membership dues and fair share fees established by the Union and communicated to the Employer in compliance with this article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for dues and fair share fees once such monies have been remitted to the official designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this article, which are in excess of the amount of dues or fair share fees that the Employer has agreed to deduct.

ARTICLE IV: HOURS OF WORK AND OVERTIME

Section 4.1: Workday and Workweek

Par. 1 Seven and one-half (7 ½) hours shall constitute a normal day's work and thirty-seven and one-half (37 ½) hours in five (5) consecutive days shall constitute a normal week's work. Hours of work shall be consecutive except for meal periods, which shall not be less than one-half (1/2) hour or more than one (1) hour. The established work week is Monday through Sunday.

Par. 2 Upon ratification of this initial agreement, bargaining unit employees shall normally be scheduled to work seven and one-half (7.5) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m., or 8:00 a.m. and 4:30 p.m. Monday through Friday. Thereafter, at the Employers'

discretion, employees who are hired after the ratification of this agreement may be assigned start times and work schedules other than those listed above.

Par. 3 Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union.

Par. 4. In the event that the university implements a four day work week during the summer break, both parties agree to the tenets of the most recent MOU (as identified in appendix 1).

Section 4.2: Lunch/Rest Period

Par. 1 It is the practice of the University to permit two 15-minute rest periods per day to any full time hourly employee, one during the first half of the work schedule and one during the second half of the work schedule. The rest period is not a guaranteed right, but a privilege which is granted for the employee's well-being.

Par. 2 The rest period is to be scheduled by the supervisor and is to be preceded by and followed by an extended work period. There are no provisions for the accumulation of rest periods to be taken as late arrivals, early departures, or time off in some other way. Employees are requested to make every effort not to abuse this privilege. Repetitive employee violations of this privilege may result in disciplinary action.

Par. 3 Scheduled unpaid lunch periods on any shift should be a minimum of 30 minutes and not exceed one hour. Lunch periods are specified under the Fair Labor Standards Act if an employee is scheduled to work seven and one-half hours or more on a consecutive basis.

Section 4.4: Overtime Compensation

Par. 1 Time and one-half shall be paid for hours worked over seven and one-half (7 ½) in one (1) day, or over thirty-seven and one-half (37 ½) hours in pay status in any work week. Paid benefit time does not count as hours of work toward accumulation of overtime on a daily basis.

Par. 2 The Employer agrees to pay double-time for all hours worked on the employee's second regularly scheduled day off provided the employee does not refuse work offered on the employee's first regularly scheduled day off in the same work week.

Section 4.5: Overtime Distribution

The Employer shall distribute overtime based on seniority. The Employer shall maintain an overtime rotation list based on seniority. The Employer shall ask the most senior employee if he/she wants to work overtime (this person should be at the top of the overtime list). If he/she declines, then the second most senior employee will have the opportunity to work the overtime assignment, etc. Anyone declining an overtime assignment shall be placed at the bottom of the overtime rotation list. However, regardless of the rotation described herein, during the winter shutdown period, overtime shall be offered by seniority – the most senior bargaining unit shall be offered overtime first. Non-bargaining unit employees shall not receive overtime unless all bargaining unit members have declined the overtime assignment. The Employer shall maintain a current rotation list which shall be posted on the bulletin board.

Section 4.6: Scheduled Overtime

Overtime shall be scheduled forty-eight (48) hours in advance when possible. The employee shall be advised of the assignment as well as the approximate duration of the overtime.

Scheduled overtime shall be a minimum of three (3) hours in duration unless the scheduled overtime precedes the employees scheduled shift in which case the minimum shall be two (2) hours. Overtime that continuously follows employees scheduled work shift shall be paid for actual hours worked. If after all employees have been contacted for overtime and either cannot be reached or have refused to work an overtime assignment, the overtime assignment may be mandatory and imposed in reverse seniority order until all overtime assignments have been filled.

Section 4.7: Call Back

A “call back” is defined as an unscheduled assignment of work given to an employee who has left the worksite. Callbacks shall be compensated at the appropriate rate of pay for all hours worked on callback. Employees shall be compensated for a minimum of three (3) hours for call back assignments. Any scheduled overtime hours shall not be considered a call back.

ARTICLE V: SENIORITY

Section 5.1: Seniority Defined

An employee’s seniority shall be the period of the employee’s most recent continuous regular employment as a Route Driver at NIU. The management will solicit interest, based on seniority, from current bargaining unit members when vacant positions become available within the classification.

Section 5.2: Breaks in Continuous Service

In accordance with State Universities Civil Service System Statute and Rules, an employee’s continuous service record shall be broken by resignation, discharge for just cause, and retirement.

Section 5.3: Seniority List

Once each year, the Employer shall post a seniority list by January 31 of each year. A copy of the seniority list shall be furnished to the Union when it is posted. The Union will have 10 business days to accept the seniority list and bring any concerns to the Employer’s attention. The Employer will not be held responsible for any concerns that are brought to its attention after 10 business days.

Section 5.4: Probationary Employees

New employees shall serve a probationary period consistent with State Universities Civil Service System Statute and Rules (currently six (6) months). The University will provide the Union a copy of the orientation letter whenever a new employee is hired.

ARTICLE VI: LAYOFF AND RECALL

Section 6.1: Definition and Notice

A layoff is a reduction in workforce. The Employer shall give the Union at least thirty (30) days notice of layoffs of bargaining unit employees.

Section 6.2: General Procedures

In the event of a layoff, employees shall be laid off in inverse order of seniority and in accordance with State Universities Civil Service System Statute and Rules. However, prior to

laying off any bargaining unit employees, all extra help employees who perform work customarily performed by bargaining unit employees within the Distribution Services department shall be terminated. For the purpose of this Section, students are not considered extra help.

Section 6.3: Recall of Laid off Employees

The names of laid-off employees shall be placed on the restoral or re-employment register for their classification, as defined by State Universities Civil Service System Statute and Rules. Employees shall be recalled in seniority order by classification.

ARTICLE VII: DISCIPLINARY PROCEDURES

Section 7.1: Employee Discipline

The Employer agrees with the tenets of progressive and corrective discipline and that discipline shall be imposed only for just cause. Discipline shall include but not be limited to the following progressive steps:

- (A) Oral warning with documentation of such filed in the employees' personnel file, with a copy sent to the Union office.
- (B) Written reprimand with copy of such maintained in the employees' personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employees' personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharge the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisors action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

Discharge and Involuntary Demotion

The Employer shall notify the employee and Union of the intent to initiate an involuntary demotion or discharge proceedings before the State Universities Civil Service Merit Board at least thirteen (13) working days prior to the commencement of the involuntary demotion or discharge procedures as required by the State Universities Civil Service System. Such notices shall satisfy the requirements of the collective bargaining agreement and shall not, in any manner, diminish the Employer's or the Employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step 3 of the grievance procedure.

State Universities Civil Service System procedures shall not commence until after the thirteen (13) working day period mentioned above has ended, or until a grievance filed on the basis of notice of demotion or intent to discharge has been responded to at Step 3, whichever occurs later. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee served with written notification of the initiation of an involuntary demotion or discharge proceedings per the State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110(e)(1) through (7).
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance procedures of this collective bargaining agreement with respect to said demotion or discharge.
3. Likewise, if the employee elects to follow the grievance procedures of this agreement, initiation of such action shall constitute a waiver of any rights which either the employee or Union might otherwise have had under the Rules and Regulations of the State Universities Civil Service System.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

Section 7.2: Right to Representation

Prior to any disciplinary discussions (pre-disciplinary or otherwise) with the employees, the Employer shall inform the employee that disciplinary action may be taken. It is the employees' right and responsibility to request Union representation and to bring a Union representative to the meeting scheduled by the Employer.

ARTICLE VIII: GRIEVANCE PROCEDURE

Section 8.1: Grievance Defined

A grievance is defined as any claim of violation of this Agreement. For the purpose of this grievance procedure, business days are defined as Monday through Friday.

Section 8.2: Processing of Grievances

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee(s) is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all employees within the bargaining unit.

Section 8.3: Grievance Steps

STEP ONE: Immediate Supervisor

Attempts by the employee to resolve a grievance, with or without a union representative, must be submitted in writing to his or her immediate supervisor, within ten (10) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The immediate supervisor shall attempt to adjust the matter and shall respond in writing within ten (10) business days.

STEP TWO: Director of Materials Management

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Director of Materials Management, or his/her designee, within ten (10) business days of the Step One response. The Director of Materials Management, or his/her designee, shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Director of Materials Management, or his/her designee, shall submit a written response within ten (10) business days of the conference.

STEP THREE: Vice President of Human Resource Services and Compliance

If the grievance remains unsettled after the response in Step Two, the Union may submit a written grievance to the Vice President of Human Resource Services and Compliance, or designee, within ten (10) business days of the Step Two response. Grievances concerning discharge may be filed directly at Step Three within five (5) business days of the discharge or when the employee/Union reasonably should have realized that a dispute existed.

The Vice President of Human Resource Services and Compliance, or designee,, shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Vice President of Human Resource Services and Compliance, or designee,, shall submit a written response within ten (10) business days of the conference.

STEP FOUR: Arbitration or Civil Service

If the grievance is not settled at Step Three, the Union may present the grievance to the Vice President of Human Resource Services and Compliance, or designee,, for arbitration within ten (10) business days after receipt of the Step 3 response. A representative of Human Resource Services shall schedule a meeting with the Union and appropriate departmental personnel to discuss the issues for arbitration. This meeting shall be scheduled at a time mutually agreeable to the parties and within fifteen (15) days of receipt of notice to arbitrate.

The scope of arbitration is limited to the terms of this agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, University Rules and Policies, Laws of the State of Illinois, and Rules and Regulations of Administrative Agencies are not subject to arbitration. Pursuant to current State Universities Civil Service Statute and Rules, matters relating to the discharge/dismissal of a probationary employee are not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrators shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without power to make

a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the time limits defined in Step One. The arbitrator shall submit in writing their decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of this Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this Section, the decision of the arbitrators shall be final and binding on the parties.

SECTION 8.4: Grievance Forms

The written grievance required under this Article shall be on a form, which shall be provided by the Union. It shall contain a statement of the Grievants' complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.5: Settlements and Time Limits

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case, extend this limit by mutual agreement not to exceed a total of thirty (30) calendar days for the particular grievance.

SECTION 8.6: Union Steward

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate two (2) Stewards and will provide written notice to the Employer to identify those individuals.

ARTICLE IX: HOLIDAYS

Section 9.1: General Information

All bargaining unit employees shall receive the paid holidays in accordance with Board of Trustees guidelines as stated in the Board of Trustees Policies and Procedures.

Section 9.2: Specific Applications

Employees may be excused without pay to vote in local, state, or national elections if a reasonable period of off-duty time is not available.

Section 9.3: Holiday and Administrative Closure Pay

All bargaining unit members shall receive the paid holidays in accordance with University guidelines as stated in the Board of Trustees Policies and Procedures.

ARTICLE X: VACATIONS AND PERSONAL LEAVE

Vacation accrual, vacation usage, vacation pay, sick leave accrual, and leave of absences, will be in accordance with university guidelines as stated in the Board of Trustees Policies and Procedures.

ARTICLE XI: PENSION BENEFITS AT RETIREMENT

Employees shall receive retirement benefits in accordance with the State Universities Retirement System (SURS) rules and regulations.

ARTICLE XIII: EMPLOYEE TRAINING AND EDUCATION

Section 13.1: Compensation

The Employer agrees to compensate all bargaining unit employees their regular rate of pay for all hours spent for training, schools, and courses which the Employer requires an employee to attend. If training is scheduled during normal work hours, it shall be treated as a normal work day. When an employee is required to use his/her own automobile, mileage shall be reimbursed in accordance with University policies and procedures.

Section 13.2: Commercial Drivers License (CDL A)

The Employer agrees to reimburse the difference between the cost of a CDL A license and a class D driver's license for those employees whose positions require a CDL A. Employees with a current CDL A license at the time of ratification of this agreement and hired into the bargaining unit prior to 7/1/2008 must maintain their license throughout their employment in the classification. Individuals hired into the bargaining unit after 7/1/2008 must acquire an Illinois Class CDL A by the end of their six month probationary period and must maintain this license throughout their employment in the classification.

Section 13.3: Educational Incentive

Employees will be provided educational benefits in accordance with University policies and procedures.

ARTICLE XIV: SAFETY

Section 14.1: Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

Section 14.2: Safety

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers.

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken including whether or not the job assignment should be discontinued.

On a case by case basis, the Employer shall provide training as determined by management to employees on unfamiliar equipment and/or procedures.

ARTICLE XV: LABOR-MANAGEMENT MEETINGS

Section 15.1: Labor-Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between the Union and Employer's representatives when appropriate. Such meetings shall be scheduled within ten (10) business days of either party requesting the meeting, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 15.2: Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by a representative of the Employer and there shall be no loss of wages for the attendance by Union Stewards and/or affected bargaining unit employees. Details of grievances or arbitrations shall not be discussed at such meetings.

ARTICLE XVI: SUBCONTRACTING

The Department of Materials Management shall maintain its current practice of avoiding subcontracting out work performed by bargaining unit members. In emergency temporary situations, the department may subcontract work.

ARTICLE XVII: SUPERVISORY WORK AND TEMPORARY WORKERS

Par. 1 The Employer will maintain its current practice of hiring students and extra help as needed. The parties agree to discuss substantial continuing increases (from current practices) in the use of temporary workers through the labor management committee process.

Par. 2 In emergency or time-sensitive situations, supervisors may perform duties normally assigned to members of the bargaining unit. The purpose for performing such duties may include but is not limited to training, when there is a shortage of staff, or in overtime situations where employees have declined the overtime assignment.

ARTICLE XVIII: DUTIES OUTSIDE TRADITIONAL JOB ASSIGNMENTS

Bargaining unit employees will not be required on a regular basis to perform duties that are not typically performed by their job classification. Bargaining unit members may be required to perform work different from traditional job duties for which the employee does not or has not traditionally performed in order for the University to operate in a more efficient and effective manner. Employees, in any emergency situation, may be temporarily assigned to other duties, but such assignments will not reduce the employee's wages.

ARTICLE XIX: UNIFORMS AND EQUIPMENT

Section 20.1 Weather Accessories and Footwear Allowance

The employer shall maintain the current compliment of personal protective equipment. The employer will provide each bargaining unit member an allowance of up to \$100 total each fiscal year toward

the purchase of footwear or weather accessories. Employees who exceed the maximum will be responsible for the difference. The employer retains the right to determine which purchase is acceptable for the workplace before issuing a reimbursement.

ARTICLE XXI: PERSONNEL RECORDS

Section 21.1: Personnel Records

In accordance with Human Resources Services and University policy and procedures, an employee's personnel record is available during regular business hours for an employee and/or his/her designee to review. The employee must receive prior approval from his/her supervisor to be released from work to review his/her file. With the exception of routine personnel transaction records, no document, record, letter, or other information may be placed in the employee's personnel file without knowledge of the employee.

Section 21.2: Right of Inspection and Copies

An employee will be granted the right to inspect his/her official personnel records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the appropriate person. The cost of making copies of documents within the file will be borne by the employee.

ARTICLE XXII: NON-DISCRIMINATION

Section 22.1: Prohibition against Discrimination

Both the Employer and the Union agree not to unlawfully discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Furthermore, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

Section 22.2: Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This language shall not be construed or interpreted to limit the Union's or employee's right to pursue action through the Illinois Educational Labor Relations Board.

ARTICLE XXIII: NO STRIKE/NO LOCKOUT

Section 23.1: No Strike

During the term of this agreement or any extension thereof, neither the Union nor any employee covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 23.2: No Lockout

The Employer will not lock out an employee covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XXIV: WAGES

Section 24.1: Salary Increases in Succeeding Years

Par. 1 For each of the succeeding fiscal years of this Agreement (FY18), the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed on an across-the-board basis to eligible employee in the bargaining unit. In the event that the University Salary increment Guideline provides for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed. For purposes of increment amounts, the University Salary Increment Guideline amount applicable to all hourly Operating Staff employees shall be the only increase granted for distribution for FY18.

The Employer retains the right to adjust the base rate of pay, which shall not exceed the rate paid to employees currently in the bargaining unit.

SECTION 24.2 ADVANCEMENT

Par. 1 Employees will move up to the next step in the salary plan after serving the number of years indicated for that classification. Salary increments will be effective at the beginning of the pay period in which the employee's anniversary date falls (i.e. Employee's start date = July 9th, then his/her salary increment will be effective July 1st; Employee's start date = July 22nd, then his/her salary increment will be effective July 16th).

Par. 2 The step plan shall apply to the following years of service in the Route Drivers classification in the Department of Materials Management:

\$12.42 base rate
\$16.58 three years
\$17.56 five years
\$19.90 seven years
\$22.32 ten+ years

ARTICLE XXV: EXISTING BENEFITS

CMS Benefits Program and Board of Trustees Provisions will be in accordance with university guidelines as stated in the Board of Trustees Policies and Procedures.

ARTICLE XXVI: MEDIATION

Should an impasse arise during future negotiations, the parties shall employ the mediation process set out in Section 12 of the Illinois Educational Labor Relations Act.

ARTICLE XXVII: SAVINGS CLAUSE

This Agreement shall not supersede:

1. Applicable Federal and State laws as such laws may become amended from time to time;
2. Rules of Federal and State agencies which have the force and effect of law; as such may

- be amended from time to time;
3. Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time; except as expressly provided for in this Agreement;
 4. Policies, procedures and provisions of employment as established by Northern Illinois University as such may be amended from time to time; except as expressly provided for in this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and practices between the Employer, Union and employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVIII: DURATION

This Agreement shall be effective as of 12:01 a.m. the first day of July, 2012, and shall remain in full force and effect until 11:59 p.m. the thirtieth day of June, 2018, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Northern Illinois University

IUOE, Local 150

Jesse Perez, Chief Negotiator
Director of Labor Relations

James M. Sweeney
President-Business Manager

Steven D. Cunningham,
Vice President of Administration and
Acting Executive Vice President,
Business and Finance, and Chief of Operations

Bryan P. Diemer
Attorney

Mike Kresge
Business Agent

Designee for the Board of Trustees:

APPENDIX D

Collective Bargaining Agreement, Metropolitan Alliance of Police, Chapter 675 – Telecommunicators

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHERN ILLINOIS UNIVERSITY

AND

METROPOLITAN ALLIANCE OF POLICE

REPRESENTING

**NORTHERN ILLINOIS UNIVERSITY
POLICE TELECOMMUNICATORS**

Effective July 1, 2012 through June 30, 2019

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PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Union. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer; subject to any changes in State or other laws or policies applicable to the Employer. The Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classification covered by this Agreement.

This Agreement is made and entered into between the BOARD OF TRUSTEES of Northern Illinois University at the DeKalb Campus, hereinafter referred to as the “Employer”, and the Metropolitan Alliance of Police representing the Northern Illinois University Police Telecommunicators, hereinafter referred to as the “Union”.

ARTICLE 1 **RECOGNITION**

Section 1.1 Recognition

This Agreement is authorized by the Illinois Educational Labor Relations Act and as verified by the approved clarification petition, Case No. 99-UC-0009-C. The Employer subsequently recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit consisting of the following position classifications:

Police Telecommunicator

Section 1.2 Membership

In the event that the Union seeks to add a position classification to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of any additional position classification in the bargaining unit is solely within the jurisdiction of the Illinois State Labor Relations Board.

Section 1.3 Title Changes/Reclassifications

The parties agree that a simple change in title only of a position in a classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains essentially the same.

Section 1.4 Gender

Whenever the male gender is referenced in this Agreement, it shall be interpreted to include both the female and male genders equally.

Section 1.5 Changes to Duties/Operations

The Employer agrees to provide all represented employees a written copy of any new provision or change in the Operations Manual. Both parties recognize the statutory obligations under the State Universities Civil Service System Statute and Rules regarding specific employment transactions related to, but not limited to, such topics as reclassifications, reallocations, job descriptions, position classifications, and other employment opportunities relevant to all employees at Northern Illinois University. In accordance with these statutory obligations, employees covered under this Agreement shall be required to perform only the duties that are consistent and related to existing job specifications.

ARTICLE 2

NON-DISCRIMINATION

Section 2.1 General Provisions

In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of handicapped physical or mental condition, race, color, creed, national origin, sex, sexual orientation, age, parental status, marital status, or political affiliation. Further, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam era.

Section 2.2 Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employee because of membership or non-membership. The Employer shall not discriminate against, interfere with, restrain or coerce employees because of lawful activities on behalf of the Union or because of their exercise of any rights granted by the Regulations of the Board of Trustees or by this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 Management Rights

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer, through its management officials, include, but is not limited to, the following:

- a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To determine the overall budget of the employer and control over the organization and efficiency of operations;
- c) To direct the employees, including the right to assign work;
- d) To determine the methods, means, number of personnel needed to carry out the mission of the department;
- e) To hire, examine, promote, train and schedule employees in positions with the employer;
- f) To suspend, demote, discharge, or take other disciplinary action against the employees for just cause;
- g) To create, publish and enforce policies, rules, and regulations;
- h) To change or eliminate existing methods, equipment, or facilities;
- i) Determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- j) To take any and all actions as may be necessary to protect the University community and carry out the its mission in situations of civil emergency;
- k) To determine the qualifications of applicants for positions of employment.

Section 3.2 Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer.

Section 3.3 Parking Permit Rates

The parking permit rate is set by the employer

ARTICLE 4

UNION RIGHTS

Section 4.1 Rights of Union Officials

With supervisory permission, employees who are Union representatives, stewards, witnesses, or grievants will be permitted time off with pay during their respective regular working hours to process and/or investigate grievances, attend hearings related these grievances, and to attend contract negotiations (maximum of three bargaining unit employees) and to attend labor management meetings. It is understood that a business representative of the Union may also participate in collective bargaining negotiations.

Section 4.2 Visits from Off-Campus Representatives

Other off-campus, authorized representatives of the Metropolitan Alliance of Police shall be permitted to visit the department during working hours to talk with employees covered by the terms of this Agreement and/or representatives of the Employer concerning matters covered by this Agreement, provided that employees or facilities are not needed for duty and prior notification of such visit is received.

Section 4.3 Communications

The Employer agrees to furnish bulletin board and space of approximately 36 X 48 inches in a mutually agreeable area for the posting of Union notices relating to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections, recreational, social and educational programs. All posted notices shall be signed by an officer of the Union.

Section 4.4 Off Campus Union Activities

Leaves of absence without pay may be granted, to the extent that there is no interference with Employer operations, to employees who are elected, delegated, or appointed to attend State Union conferences. Any requests for such leave shall be submitted in writing by the employee to the department head at least fifteen (15) days in advance and shall be answered in writing no later than five (5) days following the request. This leave provision shall be limited to two (2) employees and shall not exceed a total of sixty-four (64) hours per year. Seniority shall continue to accrue for all approved leaves of this nature.

Section 4.5 Other Union Activities

As outlined in Sections 4.1 and 4.4 above, neither the Union nor its members shall solicit membership or attend to any other Union matters not related to the administration of this Agreement during an employee's work time.

ARTICLE 5

LABOR/MANAGEMENT CONFERENCES

The Union and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed, between no more than two (2) Union representatives and authorized administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by filing a written request to the other party for a "Labor/Management Conference" and providing the specific agenda topics for such conference. If mutually agreed upon, such conferences shall be limited to:

- a. discussion on the implementation and general administration of this Agreement;
- b. sharing of general information of interest to both parties;

- c. safety issues.

It is expressly understood and agreed that such conferences shall not include topics being currently processed under the grievance procedures. Such conferences shall not be interpreted to replace negotiations, or otherwise discuss topics, for the purpose of altering any or all of the terms of this Agreement.

Attendance at Labor/Management conferences shall be voluntary and shall not interfere with required duty time and attendance. If scheduled during duty time, attendance is permitted only upon prior approval by the Chief of Police or their designee.

The Chief of Police or their designee shall solely determine their management representatives at these conferences.

ARTICLE 6

EMPLOYEE DEVELOPMENT AND TRAINING

Section 6.1 Training

The department, within financial and operational considerations, will attempt to provide each bargaining unit employee covered by this Agreement with approximately 40 hours of job-related training each year. It is understood that the department head will determine departmental and individual training needs. It is further understood that in some cases total annual training per Police Telecommunicator may be in excess of 40 hours.

The Employer agrees to provide employees attending training, or who are out of town on official business, expense allowances as provided in the University Rules and Regulations relating to such expenses.

Section 6.2 Conferences and Seminars

Police Telecommunicators may be granted reasonable amounts of time with pay to attend job-related meetings, conferences, and seminars with the prior approval of the Chief of Police. The Employer shall pay the costs of attendance fees, overnight travel allowances, and other travel expenses as allowed by University Rules and Regulations.

Section 6.3 Training Record

The Employer agrees to keep a written record in the individual bargaining unit member's departmental file which indicates which schools and seminars this member has attended. Upon request by the member, the member shall be allowed to include in their departmental file any transcripts for college work or degrees obtained.

ARTICLE 7

PERSONNEL FILES

Employees may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes and in accordance with University policies.

An employee feeling aggrieved over computation of pay may, with the consent of the Director or his designee, be permitted to examine his or her own time sheets and compensating time records. Likewise, a Union representative with permission of the employee shall have the same latitude under the same conditions when relating to a specific grievance pertaining to a dispute in pay computation.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 8.1 Progressive Discipline

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for cause. The Employer's agreement to use progressive and corrective disciplinary action does not limit in any respect the Employer's ability in any case to impose discipline which is commensurate with the severity of the offense. The Union agrees there may be justification for immediate suspension of an employee in accordance with the State Universities Civil Service System Statute and Rules. Disciplinary action or measures include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

Section 8.2 Representation

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative(s) of the Employer, and the employee holds a reasonable belief that the interview may result in disciplinary action against them, the employee shall have the right to be represented by the Union at any such interviews or meetings.

Section 8.3 Notification

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee and the Labor within seven (7) calendar days of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 8.4 Discipline Record

Upon written request, oral and written reprimands will be removed from an employee's file after two years has elapsed provided no further related reprimands have been issued in that timeframe. Suspensions shall no longer be considered in the progressive discipline process after four years has elapsed, provided no further related reprimands have been issued in that timeframe.

Section 8.5 Limitations

Any formal disciplinary action, except discharge proceedings, taken by the Employer against an employee in accordance with the State Universities Civil Service System Statute and Rules shall be appealed through the grievance procedure contained in this Agreement. Any grievance filed regarding disciplinary actions taken by the Employer shall be initiated at Step 3 of the grievance procedure. Both parties understand that

grievances may be submitted regarding oral and written reprimands, but such a grievance is not subject to arbitration.

When the department recommends a disciplinary suspension be issued, the employee may elect to appeal the recommended suspension either through the State University Civil Service System Statute and Rules as outlined in Section 8.7 of this Article or through the grievance procedure. In such suspension cases, if the employee elects to appeal through the procedure outlined in Section 8.7 of this Article, the employee and/or Union waive their right to any further appeal of said disciplinary action through the grievance procedure and/or arbitration process.

Any employee against whom the Employer initiates discharge proceedings shall be afforded the full rights granted by the State Universities Civil Service System Statute and Rules. Consequently, discharge recommendations and procedures are not subject to the contractual grievance procedure and/or arbitration process.

Section 8.6 Probationary Employees

Pursuant to State Universities Civil Service System Statute and Rules, the Employer retains the sole right to discipline and dismiss probationary employees. The administration of discipline and dismissal during the probationary period is not subject to grievance and/or arbitration under this Agreement.

Section 8.7 Appeal Process for Suspensions/Discharge

Pursuant to State Universities Civil Service System Statute and Rules, any employee formally notified of a recommended suspension or discharge will be granted the following appeal process:

- a. Upon request, the Director of Public Safety or designee will conduct a departmental hearing. Advance notice of at least 48 hours will be provided to the employee. The hearing will be held at a reasonable hour, preferably when the employee is on duty. The employee will be informed of persons attending the hearing and will receive copies of pertinent evidence to be presented. The employee shall have a right to representation by the Union and/or counsel of their choosing. The employee and/or their representatives shall be provided the opportunity to question persons involved in the hearing and will be permitted to present testimony, written statements, witnesses and other pertinent evidence.
- b. After the above hearing, the department shall determine whether to proceed with the recommended suspension or discharge. If the department chooses to proceed with the recommended suspension or discharge, a formal notice of such will be provided to the Vice President of Administration and Human Resource Services with a copy served or mailed to the employee.
- c. The Vice President of Administration and Human Resource Services or a designee shall schedule a hearing at a mutually agreeable time and date within 21 days of the notification provided in b above. The employee shall receive all pertinent documents at least five days prior to the hearing. The employee may be represented at the hearing by the Union and/or counsel of their choosing.
- d. The Vice President of Administration and Human Resource Services or a designee shall issue a final determination on the recommended suspension or discharge. If discharge or suspension recommendations are supported, they shall be implemented in accordance with the State Universities Civil Service System Statute and Rules.

ARTICLE 9

NO STRIKE/NO LOCKOUT

Section 9.1 No Strike

No employee covered by this Agreement shall engage in, induce or encourage a strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services at any time as a result of a labor dispute with the University or for any reason whatsoever.

Section 9.2 No Lockout

The University will not lock out any employee covered by this Agreement at any time as a result of a labor dispute with the Union or for any reason whatsoever.

Section 9.3 F.O.P. Responsibility

All employees who hold a position of authority in the local Union occupy a position of special trust and responsibility of maintaining and complying with this provision, including the responsibility to remain at work during any interruption which may be initiated by other individual employees, and to encourage all represented employees violating this paragraph to return to work.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1 Definition

A grievance shall be defined as any dispute or difference between the parties with respect to the applications, administration and interpretation of the provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be initiated in writing at Step 3 of the grievance process within 10 working days after the Union becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance. For purposes of the grievance procedure, work days are considered to be Monday through Friday.

Section 10.2 Limitations

If prior to filing a grievance pursuant to this Article, or while a grievance is in process in accordance with this Article, an employee seeks resolution or appeal of the matter in any other forum (campus, administrative, or judicial), then the Board, Union, and/or University shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure. This limitation does not pertain to grievances alleging discrimination on the basis of race, color, religion, national origin, sex, age, disability or veteran's preference.

Section 10.3 Representation

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. If a representative other than a Labor Union representative is selected, such representation shall be specifically limited to the grievance without prejudice or influence for any other employees. If a Union representative is chosen from the bargaining unit, the representative will speak for the Union. A Union representative may be involved with or represent the employee(s) at any step within the grievance procedure. Either party may be represented by Legal Counsel in arbitration proceedings.

Section 10.4 Time Limitations

The time limits herein set forth may be extended by mutual agreement of both parties. Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance at any stage of the grievance procedure. Failure of the Employer to respond within the time limits expressed in this Article shall afford the grievant or the Union an appeal to the next step of the grievance process within the times frames expressed. Time limits are expressed in workdays and exclude Saturdays, Sundays, recognized holidays, and shutdown periods.

Section 10.5 Grievance Procedures

Grievances shall be processed in the following manner:

Step 1 - Within ten (10) working days after the first occurrence, or within ten (10) working days after the grievant becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievance shall be reduced to writing and presented to the immediate supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The immediate supervisor shall provide a written response within 10 working days after such presentation.

Step2 - If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the written grievance and Step 1 response shall be submitted to the department head within 10 work days after receipt of the Step 1 written response. The department head shall meet with the grievant in an attempt to resolve the grievance within 10 work days. The department head shall issue a written Step 2 response within 10 work days following the meeting.

Step 3 - If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Vice President of Administration and Human Resources or a designated representative at Human Resource Services within 10 work days after the Step 2 written response. The Vice President of Administration and Human Resources or a designee shall conduct a meeting with department representatives, the grievant and/or a designated representative within 15 work days. The Vice President of Administration and Human Resources or a designated representative shall issue a written Step 3 response to the grievance within 10 work days following the meeting.

Section 10.6 Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Vice President of Administration and Human Resources or a designated representative for Arbitration within 10 work days after receipt of the Step 3 response.

The Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by a representative of the Employer and the Union alternately striking names from the panel list. The choice of the first strike shall be determined by the toss of a coin. The last name remaining shall be the arbitrator. The arbitrator shall be notified of his selection by joint letter from the Employer and the Union requesting that he set a date and time for the hearing, subject to the availability of the arbitrator. Court reporter, transcripts and all other costs incurred by the arbitrator shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, Departmental Operational Manual, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration. Matters related to the discharge or dismissal of an employee are not subject to arbitration. The arbitrators

shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrators shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrators shall be without power or make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The arbitrators shall submit in writing their decision and award within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of this Agreement to the facts of the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right for Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

ARTICLE 11 **SENIORITY**

Section 11.1 Definition

Consistent with the State Universities Civil Service System Statute and Rules, seniority is defined as those hours that an employee is in pay status (hours worked, compensating time off, sick leave, vacation, FMLA, and any other approved leave of absence exclusive of overtime) and shall be used for the purpose of any wage calculations, job bidding, temporary upgrade, holiday reductions and the use of benefits. Seniority calculations are specifically determined by regulations contained in the State Universities Civil Service System Statute and Rules as applicable to all civil service employees.

All unauthorized or unexcused absences will result in the loss of seniority during the absence on an hour-for-hour basis. Such deductions in seniority will be reflected in the seniority list established prior to each bid meeting. The Union will be notified whenever such deductions will occur. Such deductions shall not prohibit appropriate disciplinary action being requested by the Employer, e.g. written warning, suspension, or discharge should unauthorized and unexcused absences become repetitive by the employee.

Section 11.2 Seniority Lists

A seniority list shall be provided to the Union prior to each bid meeting, usually by December 1, and posted by the Employer on the Union bulletin board. This list shall be revised as necessary for additional job bidding which may occur through out the year.

Section 11.3 Voluntary Workforce Reduction

In the event of a voluntary workforce reduction on recognized Holidays or designated Administrative Closure days, employees who are permitted the time-off shall be provided the standard eight (8) hours regular pay for the Holiday or Administrative Closure day in lieu of using any personal leave benefits. Both parties acknowledge that these reductions will be solely determined by the department based on work force needs and the ability to fill affected positions. If it is determined that some requests for time off will be granted, these requests will be honored from Police Telecommunicators, on that shift, based on date of hire seniority in the classification.

Section 11.4 Deviations from Seniority Regulations

Both parties acknowledge the statutory obligations related to seniority determinations. Any proposed deviations from these guidelines regarding the principle of seniority shall be submitted to the Vice President of Administration and Human Resources or a designated representative and the local representative of the Union stating the reasons for such deviation. The reasons for such deviation shall be subject to grievance procedures of this Agreement.

ARTICLE 12 **HOURS OF WORK/OVERTIME/ADDITIONAL PAY**

Section 12.1 Purpose

This Article shall define the normal work hours for employees covered by this Agreement and provide a basis for the calculation and payment of overtime. Nothing herein shall be interpreted as a guarantee of hours of work per day or per week.

Section 12.2 Hours of Work/Work Schedules

Individual work schedules are defined as the number of hours worked per day and the number of days worked in a work cycle. The overall work day shall be defined as a 24 hour period of time from 7:00 a.m. to and including 6:59 a.m. the following day.

Operations permitting, employees will be granted a paid meal period not to exceed thirty (30) minutes within their regularly scheduled shift. In accordance with University policy, the department will attempt to provide a fifteen (15) minute paid rest period during each four hour period of work.

Each year, the Chief will present a shift schedule. The shift schedule shall remain in effect for the duration of the yearly bid period unless emergency circumstances require changes.

Reporting and quitting times for individual employees may be moved two (2) hours either way without affecting the defined workday.

Employees shall bid on a semi-annual basis to a shift based on seniority within the Police Telecommunicator classification. Bid positions will be defined on the basis of seniority requirements, thereby equally distributing the overall experience level across all shifts.

The Employer reserves the right to determine the number of bid positions on each shift. The Employer shall notify the Union of all available bid positions. If requested by the Union, the Employer agrees to meet and discuss the availability of bid positions. Written bids will be honored if submitted prior to the bid date by providing such to the Administrative Services Commander. The Employer shall bear no contractual obligation upon the failure to receive such written bids. Probationary employees may be assigned to any shift.

Section 12.3 Overtime Pay [moved to 12.6]

Section 12.4 Call Back

A call back is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled work hours. Employees who are called back to the Employer's premises to carry out an official assignment shall be paid at least two (2) hours pay at the appropriate rate, to be paid and credited as time worked in accordance with FLSA guidelines, or shall be paid the appropriate rate in

accordance with FLSA guidelines for all hours actually worked, whichever is greater. The Employer has the right to assign any work duty to satisfy this required minimum two (2) hour timeframe.

Section 12.5 Training

All time spent in training will count as hours worked for purposes of this Agreement. Except for training attended locally, travel time for over 50 miles will count as time worked and will be paid based on the actual number of miles and the time it takes to reach the training site from the DeKalb campus or home location, whichever is shorter. Travel time will not apply to local training held in the DeKalb/Sycamore area.

Section 12.6 Other Extra Assignments

The Employer reserves the right to determine and require employees to stay on duty after their shift has ended or to report early for duty prior to the beginning of their shift.

In emergency situations where employees are required to stay on duty or report early, the Employer may fill the vacancy in any manner possible. For administration of this section, an emergency situation shall be defined as a vacancy that occurs with four hours or less notice.

In non-emergency situations, assignments of this nature shall first be offered to the most senior employees in the Police Telecommunicator classification on the affected shift. If volunteers cannot be found to fill the vacancy, employees in the relevant classification on the affected shift will be ordered to work based on inverse seniority.

The parties agree that Police Officers may be required to fill Police Telecommunicator vacancies in emergency situations. In these instances, the Employer shall make every effort to relieve the Officer with appropriate personnel as soon as possible.

It is the intent of both parties to reduce the amount of involuntary overtime assigned to Police Telecommunicator positions. The parties agree that Police Officers may be asked to volunteer for Police Telecommunicator assignments prior to the involuntary overtime assignment of bargaining unit employees to these positions.

The Telecommunicator's direct supervisor(s) are not restricted from working as Telecommunicators when determined necessary by the Chief of Police. The supervisor's work will not eliminate a Police Telecommunicator position.

Pursuant to the Fair Labor Standards Act overtime requirements, time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in any work week, as defined by the employer. Paid benefit time will not count as hours worked in the calculation of overtime pay.

In certain instances based upon operational needs, extra assignments shall be made by inverse seniority in the classification when there is an insufficient number of volunteers for extra assignments. The Employer reserves the right to assign more senior Police Telecommunicators on an inverse seniority basis if the least senior employees are not receiving proper rest, if constant assignments are causing undue hardship, if specialized training/expertise is required, or if there is an experiential imbalance.

In the instance of undue hardship, it is the responsibility of the employee to notify the Employer of such undue hardship prior to the start of the extra assignment. The final determination of whether an undue hardship exists shall remain with the Employer and shall be evaluated on a case-by-case basis. Employees shall not usually be assigned involuntarily if that employee has been assigned involuntarily within the past three (3) day period.

Section 12.7 Compensatory Time

University policies and regulations regarding compensatory time off in lieu of overtime pay will be applicable to employees covered by this Agreement. Employees covered by this Agreement may accumulate a maximum of 120 hours of compensatory time off.

Section 12.8 Shift Differential

Employees who are regularly scheduled to work the majority of their hours between 5:00 p.m. and 5:00 a.m. shall be paid a differential of thirty (30) cents per hour for each hour in pay status. The shift differential will not be added to the employee's base rate when computing the overtime rate. Eligible employees shall receive this differential for all overtime hours and for any other hours in pay status, including vacation, paid sick leave, paid bereavement leave, compensatory time off, and any other paid leave.

Section 12.9 Required Meetings/Exams

All required departmental meetings, physical or mental examinations, and conferences which occur outside of an employee's regularly scheduled shift will be paid at the applicable rate. The Employer shall provide for payment of applicable fees and directly-related occupational expenses for such required activities. When required to travel, the employer will provide transportation or pay mileage if the employee is required to use their own vehicle. This provision does not apply to routine return-to-work physicals.

ARTICLE 13 **BENEFITS**

Section 13.1 CMS Benefit Program

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

Section 13.2 Board of Trustees Benefit Provisions

During the term of this Agreement, all employee benefits shall be granted to bargaining unit members in accordance with applicable Board and University policies (see current Board Regulations). Improvements in such benefits shall be extended to bargaining unit employees to the extent authorized by Board and University policies. In the event of any change in Board or University policies concerning such benefits, the Union's local representative shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or have any impact upon current bargaining unit employees and, if so, to negotiate concerning the impact of such change or changes.

Section 13.3 Holidays

Employees covered by this Agreement shall receive eight (8) hours of regular pay for the holidays listed below. Holiday pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

New Year's Day

January 1

Memorial Day	Observed Monday
Independence Day	July 4
Labor Day	Observed Monday
Thanksgiving Day	Observed Thursday
Christmas Day	December 25
Five (5) Floating Holidays	As determined by the University

When an employee covered by this agreement is required or scheduled to work on any of the designated holidays, they shall receive the appropriate rate of pay, in accordance with FLSA guidelines, for all hours actually worked in addition to the eight (8) hours of regular pay for the holiday.

Section 13.4 Administrative Closure

Employees covered by this Agreement shall receive eight (8) hours of regular pay for any Administrative Closure day designated by the Employer. This pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

When an employee covered by this agreement is required or scheduled to work on any of the designated Administrative Closure days, they shall receive the appropriate rate of pay, in accordance with FLSA guidelines for all hours worked, in addition to the eight (8) hours of regular pay for the Administrative Closure day.

Section 13.5 Other Scheduled University Closures

Any other designated University Closure day, in which an employee is required to either use personal leave benefits to be paid or to take a deduction day with no pay, the Employer agrees to treat this University Closure day as a regular work day in the administration of this Agreement.

Section 13.6 Vacations

Vacation benefits are provided to members of the bargaining unit in accordance with the NIU Board of Trustee Regulations and State University Civil Service Rules and Procedures.

ARTICLE 14 **DUES DEDUCTION AND FAIR SHARE**

Section 14.1 Dues Deduction

The University Administration will deduct Chapter membership dues, in an amount established by M.A.P. and certified by the M.A.P. treasurer to the University Administration, from the salary of a bargaining unit member who provides the University Administration with a written authorization to make such deduction.

Section 14.2 Dues Remittance

Dues deducted will be remitted to M.A.P. or Union official, as designated in writing by the Union.

Section 14.3 Termination of Dues Deduction

Any authorization to withhold Union dues from the salary of a bargaining unit member shall terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of her/his desire for cancellation of the authorization.

Section 14.4 Direct Collection of Union Dues

The University Administration shall not be under any obligation to make any deductions for dues if any bargaining unit member's pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Chapter to collect dues for that period directly from the bargaining unit member.

Section 14.5 Fines/Penalties/Special Assessments

Nothing in this Article shall require the University Administration to deduct Chapter fines, penalties, or special assessments from the salary of any bargaining unit member. This Section shall not prohibit other deductions authorized by individual bargaining unit members.

Section 14.6 Fair Share

- a. Upon this provision taking effect, M.A.P. shall certify to the Employer a fair share amount not to exceed the dues uniformly required of members of M.A.P. in conformity with federal and state law and rules of the Illinois Educational Labor Relations Board (IELRB).
- b. During the term of this Agreement, Security Guards who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the Security Guards covered by this Agreement. Such fair share fee shall be deducted by the University from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the University a list of the Security Guards covered by this Agreement who are not members of the Chapter and an affidavit, which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

The University Administration shall not be under any obligation to make any deductions for fair share if any bargaining unit member's pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of M.A.P. to collect fair share fees for that period directly from the bargaining unit member.

- c. M.A.P. and Employer shall comply with all applicable rules of the IELRB concerning notice, objections, and related matters contained in its "fair share" rules and procedures. It is understood and agreed that the Employer and M.A.P. jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act" as amended, in regard to dues authorization and revocation cards.
- d. M.A.P. shall supply the Employer with all relevant information and documentation as related to the fair share provisions of this Article. Including the basis of the fair share fee and notice of appeal/objection procedures. In addition, M.A.P. shall advise the Employer of any subsequent change therein.
- e. M.A.P. dues and fair share deductions shall be remitted to M.A.P. from the University in accordance with this Section and forwarding instructions provided in the affidavit of certification provided by the M.A.P. Fair share fees deducted from the pay of bargaining unit members who file objections in accordance with applicable policies and procedures shall be remitted to the appropriate escrow account in accordance with rules and procedures of the IELRB.

Section 14.7 Notification of Change in Union Dues/Fair Share Fees

M.A.P. shall give written notice to the University Administration of any changes in its dues and/or fair share amounts at least sixty (60) days prior to the effective date of any such change.

Section 14.8 Limitations

The University shall not be liable to M.A.P. by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for M.A.P. dues and fair share fees from the salaries of bargaining unit members. The University Administration's obligation under this Article is limited to remitting to M.A.P. the sum of sums actually deducted from wages earned.

If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, M.A.P. and the Employer agree to convene negotiations on this matter for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

Section 14.9 Indemnification/Union Responsibility

The Metropolitan Alliance of Police shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any such provisions, provided that the Employer does not initiate or prosecute such action.

ARTICLE 15 **WAGES**

Section 15.1 FY 2008 Hourly Rates

The hourly salaries shall be paid to classified Police Telecommunicators as follows:

0 – 1 year	\$16.01
1+ year of service	\$19.67

[Note: Wages are not retroactive to the expiration of previous agreement or beginning of new agreement. Changes to hourly wages will begin (take affect) during the pay period following the approval by the NIU Board of Trustees and signature page completed by all parties signifying approval.]

Section 15.2 Salary Rates – FY2013 through FY2016

For the remaining subsequent fiscal years of this Agreement (FY2018, FY2019), the University will increase the salary rates outlined in Article XVI, Section 15.1 (above) by the same percentage authorized for that fiscal year general salary increment for hourly Civil Service employees, through published increment guidelines, as adopted by the NIU Board of Trustees. These increases shall be effective July 1 of each subsequent fiscal year.

Employees with a wage rate above the top rate shall be eligible for the same percentage authorized by the University for all hourly Civil Service employees through the published fiscal year guidelines, as adopted by the NIU Board of Trustees.

Section 15.3 Longevity Pay

Beginning on July 1, 2007 and continuing for the duration of this Agreement, employees who have served twelve (12) consecutive years of service in the Police Telecommunicator classification shall be paid an additional \$2.00 per hour for every hour in pay status. This permanent rate adjustment shall be effective at the beginning of the pay period after their 12 year anniversary date.

[Note: Wages are not retroactive to the expiration of previous agreement or beginning of new agreement. Changes to hourly wages will begin (take effect) during the pay period following the approval by the NIU Board of Trustees and signature page completed by all parties signifying approval.]

Section 15.4 Educational Incentive

Upon initiation of a course of study leading to an Associate or Bachelor degree, bargaining unit employees shall receive a yearly educational incentive stipend of \$400, provided satisfactory progress in their course of study has been demonstrated (at least 9 hours of credit per year at a minimum 2.8 cumulative grade point average). Upon completion and verification of an Associate's degree, bargaining unit employees shall receive a yearly educational incentive stipend of \$600. Upon completion and verification of a Bachelor's degree, bargaining unit employees shall receive a yearly educational incentive stipend of \$1200.

Employees eligible for these yearly educational stipends shall make application to the Chief of Police prior to November 1 of each fiscal year. Upon approval by the University, payment shall be made in one lump sum no later than the first pay period in December. Payments shall not be cumulative in effect and will not be added to the hourly rate of pay for purposes of calculating any other economic benefit.

Section 15.5 Training

Police Telecommunicators who are certified to train, as designated by the Chief of Police to provide training, shall be paid a differential of \$1.00 per hour above the employee's base salary rate while performing training and activities which are related to such training.

ARTICLE 16 **UNIFORM/EQUIPMENT PROVISIONS**

The Employer will furnish uniforms to Telecommunicators. Articles of the uniform will be at the discretion of the management and considered university property.

ARTICLE 17 **LIMITATIONS**

Section 17.1 Savings Clause

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, executive order, decision of a court of competent jurisdiction, or administrative agency having final authority over its provisions, such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect. Negotiations to substitute provision(s) for the invalidated provision(s) shall commence no later than thirty (30) days after either party has filed a written request to do so.

Section 17.2 Other Expressed Limitations

This Agreement shall not supersede:

- a) Applicable Federal and State laws as such laws may become amended from time to time;
- b) Rules of federal and State agencies which have the force and effect of law; as such may be amended from time to time;
- c) Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time; not in conflict with the expressed provisions of this Agreement
- d) Policies, procedures and provisions of employment as established by the Board of Trustees as such may be amended from time to time; not in conflict with the expressed provisions of this Agreement.

ARTICLE 18 **ENTIRE AGREEMENT**

Section 18.1 Entire Agreement

The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and such practices affected by the Agreement between the Employer and represented employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. This Agreement may only be amended during its term by written mutual agreement of both parties.

ARTICLE 19 **TERMINATION**

Section 19.1 Duration

This Agreement shall be effective upon ratification and approval of both parties and shall remain in full force and effect until June 30, 2019. It shall continue in effect from year to year thereafter, unless notice of "Request to Renegotiate" is provided in writing by registered or certified mail by either party no earlier than 120 days and no later than 90 days prior to the expiration date of the Agreement. Notices to renegotiate, as required and provided by the Employer, shall be addressed to the Metropolitan Alliance of Police, in care of the Local President, at NIU Department of Public Safety. Notices to renegotiate, as required and provide by the Labor Union, shall be addressed to Northern Illinois University, Vice President for Administration and Human Resources, 1515 W. Lincoln Highway, in DeKalb, Illinois 60115-2854. Either party may, by written notice, change the address as noted above. Such notice to renegotiate shall be considered to have been given as of the date shown on the postmark.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement. In the event of an impasse in such negotiations, the procedures prescribed by the Illinois Educational Labor Relations Act shall be followed.

ACCEPTANCE BY THE PARTIES

In witness whereof, the Union and the Employer have caused this Agreement to be executed by their duly authorized representatives.

NORTHERN ILLINOIS UNIVERSITY METROPLITAN ALLIANCE OF POLICE

Jesse Perez
Director, Labor Relations

Dawn Johnson
MAP Chapter Representative

Designee for the NIU Board of Trustees

Joseph Andalina, President
Metropolitan Alliance of Police

Date approved by NIU Board of Trustees

Date Ratified by Union