

# Regular Meeting of the Board of Trustees

*September 23, 2021* 

## Regular Meeting of the

# BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY 9:00 a.m. – Thursday – September 23, 2021

This meeting is being conducted in person and through videoconferencing communications pursuant to Public Act 101-0640, enacted June 12, 2020, and section 7(e) of the Illinois Open Meetings Act, allowing for virtual board meetings during a disaster declaration relating to public health concerns. As

Chair of the Board, I have determined that an in-person meeting is not practical or prudent because of the disaster. As such, trustees may attend today's meeting by audio and visual conferencing and not by physical presence.

## **AGENDA**

1.	Ca	Call to Order and Roll Call			
2.	Ve	Verification of Quorum and Appropriate Notification of Public Meeting			
3.	Me	Meeting Agenda Approval			
4.	Re	view and Approval of Minutes			
		Minutes from August 26, 2021			
5.	Chair's Comments/Announcements				
6.	Public Comment*				
7.	Re	Reports of Board Committees and Board Liaisons			
	<ul> <li>a. Academic Affairs, Student Affairs and Personnel Committee (AASAP)</li> <li>b. Finance, Audit, Compliance, Facilities and Operations Committee (FACFO)</li> <li>c. Research and Innovation, Legal and Legislative Affairs Committee (RILLA)</li> <li>d. Illinois Board of Higher Education</li> <li>e. Universities Civil Service Merit Board</li> <li>f. Northern Illinois Research Foundation</li> <li>g. Northern Illinois University Alumni Association</li> <li>h. Northern Illinois University Foundation</li> </ul>				
8.	Pre	esident's Report No. 154			
	a. University Recommendations Forwarded by the Board Committees				
		<ol> <li>Request for New Program in B.S. in Applied Management – Instructional Technology, Training and Evaluation</li></ol>			
		3) Wireless Network Expansion and Upgrade Action 16			

b. Univer	rsity Reports Forwarded by the Board Committees	
1)	2020-2021 Faculty Emeritus Recognition	Information 18
	Annual Listing of Changes Fiscal Year 2021	
	Harper University Center Update	
,	State Legislative Report	V
	Federal Legislative Report.	· ·
	Sponsored Program Administration Quarterly Report	
	Innovation Report	
8)	Fiscal Year 2020 Audit and Financial Results	<i>Information</i> 62
9)	Fiscal Year 2020 External Audit Corrective Action P	lans Update
		<i>Information</i> 64
10)	Quarterly Summary Report of Transactions in Excess of \$10	00,000 for the Period
	April 1, 2021 to June 30, 2021	<i>Information</i> 73
11)	Fiscal Year 2021 Report Tuition and Fee Waivers	<i>Information</i> 76
12)	Annual Summary Report of Obligation of Financial Resource	ces Year Ended June
	30, 2021	•
13)	Annual Report of Cash and Investments for Period En	ded June 30, 2021
		<i>Information</i> 79
1) 2) 3) 4) 5)	Collective Bargaining Agreement for the International Brothe Workers Local Union #364	
9. Chair's Re		
10. Other Mat	ters	
11. Next Meet	ing Date	
12. Closed Ses	ssion	
13. Adjournme	ent	
Trustees of Nor	shing to make an appearance before the Board should consult the athern Illinois University, Article II, Section 4 – Appearances before an be completed online in advance of the meeting or will be availa	the Board. Appearance

DeKalb, IL 60115, 815-753-1273.

the day of the meeting. For more information contact Crystal Doyle, ccoppel@niu.edu, Altgeld Hall 300,

Anyone needing special accommodations to participate in the NIU Board of Trustees meetings should contact Crystal Doyle, <a href="mailto:ccoppel@niu.edu">ccoppel@niu.edu</a> or (815) 753-1273, as soon as possible.

#### Minutes of the

# **Board of Trustees of Northern Illinois University Special Meeting**

August 26, 2021

#### CALL TO ORDER AND ROLL CALL

The meeting was called to order at 1:06 p.m. by Board Chair Eric Wasowicz virtually. This special meeting was being conducted in person and through videoconferencing communications pursuant to Public Act 101-0640, enacted June 12, 2020, and section 7(e) of the Illinois Open Meetings Act, allowing for virtual board meetings during a disaster declaration relating to public health concerns. The Chair of the Board determined that an in-person meeting was not practical or prudent because of the disaster. As such, trustees attended this meeting by audio and visual conferencing and not by physical presence.

Recording Secretary Crystal Doyle conducted a roll call.

Vice Chair Rita Athas: Present

Trustee John Butler: Present

Trustee Montel Gayles: Present

Trustee Veronica Herrero: Present

Trustee Bob Pritchard: Present

Trustee Jacob Sommer: Present Board Chair Eric Wasowicz: Present

Also present: President Lisa Freeman; Vice President and General Counsel and Board Parliamentarian Bryan Perry; Board Liaison and Chief of Staff Matt Streb; Executive Vice President and Provost Beth Ingram; Vice President for Administration and Finance and Chief Financial Officer Sarah Chinniah; Vice President for Enrollment Management, Marketing and Communications Sol Jensen; Associate Vice President for Information Technology Matt Parks; Vice President for Research and Innovation Partnerships Jerry Blazey; Vice President for University Advancement Catherine Squires; and University Advisory Council (UAC) Representatives Peter Chomentowski, Felicia Bohanon, and Holly Nicholson.

#### VERIFICATION OF QUORUM AND APPROPRIATE NOTICE OF PUBLIC MEETING

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

#### MEETING AGENDA APPROVAL

Chair Wasowicz asked for a motion to approve the meeting agenda. Trustee Gayles so moved, and Trustee Herrero seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **REVIEW AND APPROVAL OF MINUTES OF JUNE 17, 2021**

Chair Wasowicz asked for a motion to approve the minutes of June 17, 2021. Vice Chair Athas so moved, and Trustee Gayles seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **CHAIR'S COMMENTS/ANNOUNCEMENTS**

Chair Wasowicz welcomed the members of the University Advisory Council who were present.

UAC Representative Chomentowski expressed that he is looking forward to being apart of UAC and working with the trustees.

UAC Representative Nicholson commented that she is happy to be back on UAC and looks forward to working with the trustees on issues that are important to the Operating Staff Council.

Chair Wasowicz thanked Trustee Barsema for his leadership over the last two years. Chair Wasowicz mentioned he is looking forward to working with the trustees, President Freeman, and her team to continue to accomplish our vision and mission here at NIU. Chair Wasowicz also thanked the trustees for moving seamlessly into their new committee chair roles.

## **PUBLIC COMMENT**

Chair Wasowicz introduced the public comment portion of the meeting. General Counsel Perry stated that there were no public comments.

#### PRESIDENT'S REPORT NO. 152

Chair Wasowicz asked President Freeman to present the President's Report No. 152.

# President Lisa Freeman presented Agenda Item 7.a. Recommendations for Faculty Tenure and/or Promotion Effective 2021-2022

Chair Wasowicz asked for a motion to approve item 7.a. Trustee Gayles so moved, and Trustee Herrero seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Abstain Board Chair Eric Wasowicz: Yes

The motion was approved.

#### President Lisa Freeman presented Agenda Item 7.b. External Print Services

Chair Wasowicz asked for a motion to approve item 7.b. Trustee Barsema so moved, and Trustee Pritchard seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

#### President Lisa Freeman presented Agenda Item 7.c. Campus Mobile Technology Needs

Chair Wasowicz asked for a motion to approve item 7.c. Trustee Pritchard so moved, and Trustee Herrero seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Abstain

Trustee Veronica Herrero: Yes Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

# President Lisa Freeman presented Agenda Item 7.d. Bank Account – Signatory Authorization

Chair Wasowicz asked for a motion to approve item 7.d. Trustee Barsema so moved, and Trustee Gayles seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

# President Lisa Freeman presented Agenda Item 7.e. Harper College University Center Strategic Partnership Agreement

Chair Wasowicz asked for a motion to approve item 7.e. Vice Chair Athas so moved, and Trustee Pritchard seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **OTHER MATTERS**

There were no other matters.

#### NEXT MEETING DATE

The next regularly scheduled meeting of the Board of Trustees will be held September 23, 2021 at 9:00 a.m.

#### **CLOSED SESSION**

Chair Wasowicz stated that the Board needed to go into closed session and would not take up new business following the closed session. He asked for a motion to close the public meeting to conduct closed session to discuss the following subjects as authorized by the Open Meetings Act: personnel matters as generally described under sections 2(c)(1)(2)(3) and (21) of the open meetings act; collective bargaining matters as generally described under section 2(c)(2) of the open meetings act; real estate matters as generally described under section 2(c)(5) and (6) of the open meetings act; litigation and risk management matters as generally described under sections 2(c)(11) and (12) of the open meetings act; and closed session minutes matters as generally described under section 2(c)(21) of the open meetings act.

Trustee Gayles so moved, and Trustee Butler seconded.

Chair Wasowicz asked Ms. Doyle to take a roll call vote to close the public meeting.

Vice Chair Rita Athas: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

The Board closed the public meeting at 1:29 p.m.

The meeting reconvened from closed session at 2:48 p.m.

Chair Wasowicz asked Ms. Doyle to conduct a roll call.

Vice Chair Rita Athas: Present

Trustee John Butler: Present

Trustee Montel Gayles: Present

Trustee Veronica Herrero: Present

Trustee Bob Pritchard: Present

Trustee Jacob Sommer: Present Board Chair Eric Wasowicz: Present

#### **ADJOURNMENT**

Chair Wasowicz asked for a motion to adjourn. Trustee Gayles so moved, and Trustee Herrero seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

The meeting adjourned at 2:49 p.m.

Respectfully submitted,

Crystal Doyle

**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.

#### Minutes of the

# **Board of Trustees of Northern Illinois University Special Meeting**

September 9, 2021

#### CALL TO ORDER AND ROLL CALL

The meeting was called to order at 10:06 a.m. by Board Chair Eric Wasowicz virtually. This special meeting was being conducted in person and through videoconferencing communications pursuant to Public Act 101-0640, enacted June 12, 2020, and section 7(e) of the Illinois Open Meetings Act, allowing for virtual board meetings during a disaster declaration relating to public health concerns. The Chair of the Board determined that an in-person meeting was not practical or prudent because of the disaster. As such, trustees attended this meeting by audio and visual conferencing and not by physical presence.

Recording Secretary Crystal Doyle conducted a roll call.

Vice Chair Rita Athas: Present

Trustee Dennis Barsema: Absent

Trustee John Butler: Present

Trustee Weronica Herrero: Present

Trustee Bob Pritchard: Present

Trustee Jacob Sommer: Absent Board Chair Eric Wasowicz: Present

Also present: President Lisa Freeman; Vice President and General Counsel and Board Parliamentarian Bryan Perry; Board Liaison and Chief of Staff Matt Streb; Executive Vice President and Provost Beth Ingram; Vice President for Administration and Finance and Chief Financial Officer Sarah Chinniah; Vice President for Enrollment Management, Marketing and Communications Sol Jensen; Associate Vice President for Information Technology Matt Parks; Vice President for University Advancement Catherine Squires; and University Advisory Council (UAC) Representative Katy Jaekel and Holly Nicholson.

#### VERIFICATION OF QUORUM AND APPROPRIATE NOTICE OF PUBLIC MEETING

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

#### MEETING AGENDA APPROVAL

Chair Wasowicz asked for a motion to approve the meeting agenda. Vice Chair Athas so moved, and Trustee Pritchard seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes Trustee Dennis Barsema: Absent

Trustee John Butler: Yes Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Absent Board Chair Eric Wasowicz: Yes

The motion was approved.

#### CHAIR'S COMMENTS/ANNOUNCEMENTS

Chair Wasowicz thanked everyone who was involved in working on the potential sale of Hoffman Estates and appreciates their hard work.

Chair Wasowicz welcomed the members of the University Advisory Council who were present.

UAC Representative Nicholson mentioned a concern has been brought to her attention by a colleague regarding the sale of Hoffman Estates. She was told they are supportive of the sale, but also concerned with optics. Their concern is that it will appear that NIU is divesting from that community, and they were wondering how NIU will address that. They are also worried that there will be a perception that NIU isn't thriving and how we can message that in a positive way. UAC Representative Nicholson said she would follow-up with the appropriate campus leaders regarding the concerns.

#### **PUBLIC COMMENT**

Chair Wasowicz introduced the public comment portion of the meeting. General Counsel Perry stated that there were no public comments.

Trustee Jacob Sommer joined the meeting at 10:12 a.m.

#### PRESIDENT'S REPORT NO. 153

Chair Wasowicz asked President Freeman to present the President's Report No. 153.

# President Lisa Freeman presented Agenda Item 6.a. Real Estate Property Sale – Hoffman Estates Campus

Chair Wasowicz asked for a motion to approve item 6.a. Trustee Gayles so moved, and Vice Chair Athas seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes Trustee Dennis Barsema: Absent

Trustee John Butler: Yes Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **OTHER MATTERS**

There were no other matters.

#### **NEXT MEETING DATE**

The next regularly scheduled meeting of the Board of Trustees will be held September 23, 2021, at 9:00 a.m.

#### **ADJOURNMENT**

Chair Wasowicz asked for a motion to adjourn. Trustee Pritchard so moved, and Trustee Herrero seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes Trustee Dennis Barsema: Absent

Trustee John Butler: Yes Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes Board Chair Eric Wasowicz: Yes

The motion was approved.

The meeting adjourned at 10:17 a.m.

Respectfully submitted, Crystal Doyle 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. Academic Affairs, Student Affairs and Personnel Committee (AASAP)

The Academic Affairs, Student Affairs and Personnel Committee met on August 26, 2021. Trustee Jacob Sommer was sworn in as student trustee. Two action items appeared on the agenda: Recommendations for Faculty Tenure and/or Promotion Effective 2021-2022 and Request for New Program in B.S. in Applied Management – Instructional Technology, Training and Evaluation, both were approved. The committee received three information items: 2020-2021 Faculty Emeritus Recognition, Annual Listing of Changes Fiscal Year 2021 and Harper University Center Update.

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

The Finance, Audit, Compliance, Facilities and Operations Committee met on August 26, 2021. The committee was presented with two Financial Update items: FY20 Audit and Financial Results and FY20 External Audit Corrective Action Plans Update. The committee approved seven actions items: Harper College University Center Strategic Partnership Agreement, External Print Services, Telephony Replacement and Upgrade, Wireless Network Expansion and Upgrade, Campus Mobile Technology Needs, Building Access Control Upgrades, Bank Account -Signatory Authorization. Of these seven action items, four items were sent in front of the Special Committee that same day. The committee also received four University Information items: Quarterly Summary Report of Transactions in Excess of \$100,000 for the Period April 1, 2021 to June 30, 2021, FY21 Report Tuition and Fee Waivers, Annual Summary Report of Obligation of Financial Resources Year Ended June 30, 2021, Annual Report of Cash and Investments for Period Ended June 30, 2021.

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

The Research and Innovation, Legal and Legislative Affairs Committee met on August 26, 2021. The committee was presented with four information items: State Legislative Report, Federal Legislative Report, Sponsored Programs Administration Quarterly Report, and an Innovation Report. Dr. Gerald Blazey, Vice President for Research and Innovation Partnerships commented on increased sponsored programs activity and the developing innovation ecosystem across campus. Ms. Katie Davison, Director of State Relations provided the State Legislative Report. Ms. Davison reported on the legislative activity from the 102nd General Assembly. She noted that NIU received a flat appropriation of \$87.8M for FY2022, which included a 6% increase to the MAP Grant program and reappropriation of all capital projects. Dr. Anna Quider, Assistant Vice President for Federal Relations provided the Federal Legislative Report. Dr. Quider reviewed the current federal legislation and appropriations, noting that the Senate passed a \$1.2T infrastructure bill that the House plans to vote on by the end of September and that the House and Senate passed a FY2022 budget resolution in early August. She also reported that NIU has prioritized raising awareness of research equity issues through the Request for Information process by which the White House and federal agencies seek public input on identifying and addressing federal government barriers for underserved communities. Ms. Dara Little, Assistant Vice President for Research and Sponsored Programs provided the FY2021 Sponsored Funding Report, noting that total sponsored funding is at its highest level in 10 years, with or without COVID relief funding. Mr. Luke Sebby, Director of Innovation reported on the development of an inclusive culture of innovation that is focused on developing infrastructure, partnerships, and programs.

#### d. Illinois Board of Higher Education

The IBHE met on March 9, 2021 and granted authority to multiple community colleges to offer a variety of Associate of Applied science, subject to the institutions implementation and maintenance of conditions presented in their applications. Authorization was granted to Resurrection University to operate in the West Suburban region with degree granting authority in: Bachelor of Science in Imaging Technology; Master of Science in Nursing, Family Nurse Practitioner; Master of Science in Nursing, Gerontology; Master of Science in Nursing, Nurse Educator; and Doctor of Nursing Practice. Authorization was granted to the following public universities for new programs and centers: Southern Illinois University Carbondale, Bachelor of Science in Econometrics and Quantitative Economics in the Southern Region, Master of Science in Biomedical Sciences in the Southern Region; Southern Illinois University Edwardsville, Geospatial Mapping, Applications, and Research Center in the Southwestern Region; University of Illinois Chicago, Doctor of Clinical Exercise Physiology (DCEP) in the Chicago Region; University of Illinois Urbana-Champaign, Master of Science in Mental Health Counseling in the Prairie Region. The IBHE further approved the consent agenda and other routine business items. The IBHE Strategic Planning Committee met on February 23, 2021, April 14, 2021, and June 15, 2021. The IBHE also met on June 8, 2021, and August 10, 2021. Updates will be provided when minutes are available and additional details regarding these items are posted on the IBHE website.

#### e. Universities Civil Service Merit Board

The State Universities Civil Service System (SUCSS) Merit Board has not met since the last regular meeting of the NIU Board of Trustees. A meeting was scheduled for August 19, 2021, but it was postponed. At this time, there is no specific date announced for the next meeting. NIU's representative to the Merit Board has been informed that NIU received official confirmation that the next Governance, Risk and Compliance Audit by SUCSS is scheduled to be performed September 27, 2021 – October 1, 2021. It will be done entirely electronically/remotely, and not in-person.

#### f. Northern Illinois Research Foundation

The NIRF Board of Directors was scheduled to meet on September 21, 2021. A summary of that meeting will be submitted for the next NIU Board of Trustees meeting.

#### g. Northern Illinois University Alumni Association

**Events** – In-person events are back! We led with our sold-out NIUAA golf outing in June and have since hosted several "Huskie Hours" at Chicagoland Pollyanna Brewing Company taphouses. Mission and Dawgma were both welcome sights. The word is out about football season, with successful events surrounding the game at Georgia Tech, and more events planned for games at Michigan (September 18), the home opener against Wyoming (September 11), and Homecoming (October 2). Due to an inability to have in-person events for nearly the entirety of the fiscal year, we have had to focus on virtual events, yet we still saw growth, going from a pre-pandemic total of 2,291 to 2,593 unique alumni attendees, along with a whopping 1,507 first-time event attendees. A lot of this was driven by the success of the *Thousands Strong* virtual event. Going forward, virtual events will remain a key part of our event mix.

Communications – The next Northern Now is in its final stages of layout, with a target release of September. Additionally, the communications team is already hard at work on this year's impact report. Communications continue to perform well on social media, with growth on Instagram from 2,400 to 2,600 followers, and LinkedIn from 169,000 to 176,000 community members. Facebook followers remained flat. Email open rate was down a little bit, to 16%

from just over 19%, but that was most impacted by an increased volume of solicitation emails, which have the lowest open rates. We continue to evaluate how to move email open rates in a positive direction.

**Volunteer Engagement** – Year end unique alumni engaged through volunteerism actually increased over the last year from 887 to 1202. This is a tribute to the outstanding work done by Liz McKee, who had to evolve the program for online engagement. While we are eager to get back to in-person volunteer engagement, this performance suggests that there will be ongoing demand for virtual volunteer engagement, and we plan on leveraging that in the future.

FY19 Alumni Volunteers	1046
FY20 Alumni Volunteers	887
FY21 Alumni Volunteers	1202

## h. Northern Illinois University Foundation

<u>Fundraising:</u> Year-end performance for FY21 was flat YOY, with a total of \$15,393,434 achieved in total overall philanthropy. Major factors were a down year in planned giving (down 84% in unrealized bequests) and the continued impact of the COVID pandemic on principal and major giving. Nevertheless, some very important gains were seen in key areas:

- Cash goal of \$9M was surpassed with a total of \$12,428,050 achieved
- The Annual Giving target of \$3M was surpassed with a total of \$3.7M raised
- Significant increases YOY:
  - o Digital giving overall increased 70%. \$987,300 from 3,193 donors.
  - o Gifts from individuals increased 84%
  - o New donor pledges were up 274%
- <u>Thousands Strong</u>, the university's first multi-day virtual fundraising event, exceeded all expectations, raising over \$2M in 3 days.
- <u>Huskies United</u>, our second Day of Giving, raised \$1,034,546. Of those donors who gave to the campaign, 34% were first time donors.

**Engagement:** After 18 months limited to virtual engagement, the NIU Foundation and Alumni Association began holding in-person events. Notable successes were the 10<sup>th</sup> Annual NIUAA Golf Outing, held at Cantigny in Wheaton. This year, the NIUAA partnered with NIU Athletics in a combined event that brought the Brigham Novak Gridiron Classic together with the Alumni Outing for a record field of golfers. The Foundation also held a dinner for donors in Atlanta as part of the Georgia Tech football trip and plans a similar event in Ann Arbor preceding the game vs. Michigan.

#### **Upcoming Events:**

NIUAA Alumni Awards October 1
NIU Day at the Chicago White Sox October 3

Thousands Strong November 10 and 11

Altgeld Donor Wall Unveiling November 12

<u>Campaign Planning:</u> The comprehensive, university-wide fundraising campaign is well underway in its planning. Marts & Lundy was selected to conduct the campaign planning study, which began over the summer. The firm is currently conducting the internal analysis sufficient to inform organizational readiness, assess donor capacity and develop a preliminary case for support. Planning is on schedule to enable launch of the external interviews with key

donors and prospects in October. These interviews will test the case for support and inform the finalization of campaign priorities. The complete study results will be delivered in February of 2022, and it is anticipated that the official launch of the campaign in its quiet phase will be July 1, 2022.

# REQUEST FOR NEW PROGRAM IN B.S. IN APPLIED MANAGEMENT - INSTRUCTIONAL TECHNOLOGY, TRAINING AND EVALUATION

<u>Summary</u>: The B.S. in Applied Management currently includes two emphases, the Emphasis in Instructional Technology, Training and Evaluation and the Emphasis in Public Service. The documented intent was to transition each emphasis to stand-alone degree programs (Baccalaureate Council Minutes, December 8, 2016).

<u>Description:</u> The University proposes to offer a new degree program, the B.S. in Applied Management - Instructional Technology, Training and Evaluation in the College of Education. The program will be housed in the Department of Educational Technology, Research, and Assessment in the College of Education, through a reasonable and moderate extension of the IBHE approved B.S. in Applied Management. The B.S. in Applied Management with the Emphasis in Public Service will remain a degree program in the School of Public and Global Affairs in the College of Liberal Arts and Sciences.

Rationale: By becoming an independent degree program (i.e., moving away from being a connected degree emphasis), the B.S. in Applied Management - Instructional Technology, Training and Evaluation will serve as an innovative program to further the University's and the College of Education's mission and priorities in both teaching and learning. The B.S. in Applied Management - Emphasis in Instructional Technology, Training and Evaluation is an innovative degree completion program offered fully online for adult learners who have some higher education credits or a conferred degree from community colleges or four-year college and university experiences (typically with no degree conferred). In addition, the curriculum of study incorporates Prior Learning Assessment (i.e., proficiency credits) as earned block credits for previous work experiences brought to the major and peer-reviewed by faculty in the program.

The Department of Educational Technology, Research, and Assessment offers a diverse portfolio of academic programs: one Master of Science (M.S.) degree program, one Master of Science in Education (M.S.Ed.) degree program, one doctoral (Ph.D.) degree program, one certificate of undergraduate study, six certificates of graduate study, and two endorsements. The B.S. in Applied Management - Instructional Technology, Training and Evaluation will build off existing strengths across these degree program areas and allow for collaboration and student opportunities with a variety of bachelor's programs both inside the College of Education, such as the B.S. in Sport Management, and across the NIU campus including the B.S. in Computer Science.

For the current B.S. in Applied Management - Emphasis in Instructional Technology, Training and Evaluation, past student career areas of employment included: Computer Software Development, Graphic Design, Website Design and Development, Library and Information Studies, Digital Media, Business Management, Computer Information Systems, Administrative Office Management, Marketing Management.

According to the U.S. Bureau of Labor Statistics, in the U.S., program graduates can expect a favorable occupational outlook over the next decade (2019-2029) with median pay (2019), for examples, at \$73,760 for Web Developers and Digital Designers with a bachelor's degree and an 8% faster salary growth trajectory than average in all fields from 2019-2029; Library Media Specialists at \$59,500 and a 5% faster salary growth than average in all fields; Computer Systems Analysts at \$90,920 and a 7% faster salary growth than average in all fields; and Computer Software Development at \$107,510 and a 22% faster salary growth than average in all fields.

<u>Funding</u>: No new resources will be required to deliver the B.S. in Applied Management – Instructional Technology, Training and Evaluation.

**Recommendation:** The Academic Affairs, Student Affairs, and Personnel Committee recommends Board of Trustee approval of the request for Request for New Program in B.S. in Applied Management – Instructional Technology, Training and Evaluation.

#### TELEPHONY REPLACEMENT AND UPGRADE

**Summary:** NIU's current telephony system is an on-premise phone switch, which is more than thirty years old. Due to its age and obsolescence, the university can no longer obtain a maintenance contract, and replacement parts must be purchased on the gray market. Given these challenges, and the need to provide a service that is more reliable, mobile-friendly and flexible for faculty and staff, NIU is requesting approval to purchase a cloud-based Microsoft Teams voice solution. This system will seamlessly integrate with the university's existing Teams environment, enabling a calling/voice feature capability to a platform that faculty and staff are already familiar with. NIU will leverage its change management processes on campus to support this transition. The project budget of \$1.5M is for the first year's one-time expenses and annual cost.

#### **Background**

The Division of Information Technology is proposing a new voice service modernization plan utilizing Microsoft O365/Teams which accomplishes the following goals:

- 1. Reduce operational support costs by implementing a solution that is vendor-supported, uses industry-standard protocols, and provides consistent platform support.
- Enhance functionality of voice services at NIU so that cell phones, soft phones, and the wired/wireless data network can support a flexible and mobile work space for NIU faculty and staff.
- 3. Replace the out-of-warranty Avaya CS2100 telephone switch in order to reduce the risk of catastrophic failure.

The following outlines one-time and annual costs for the new solution.

Item	One-time	On-going / Annual
A5 Uplift/Licensing	\$225,000	\$225,000
RingCentral		\$50,000
Phone Numbers (3000 #'s @ \$72/year)		\$216,000
Headsets (750@\$100/startup, 90@\$100 year refresh)	\$75,000	\$9,000
Professional Services (installation/Migration)	200,000	n/a
Decom of Existing Phone System	100,000	n/a
Contingency	250,000	150,000
Total Costs	\$850,000	\$650,000

The FY22 Funding proposal includes the one-time cost as well as the first year's annual service cost. DoIT will evaluate the potential of using a BEP-certified vendor for professional services in support of implementation of the Teams voice solution.

**Funding:** Local Funds - \$1.5M

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for Telephony Replacement and Upgrade.

#### WIRELESS NETWORK EXPANSION AND UPGRADE

<u>Summary:</u> Northern Illinois University provides data network services to students, faculty, and staff via wired and wireless (WiFi) connectivity on campus. The university is requesting to expand WiFi coverage in Graham Hall, Reavis Hall, and Swen Parson Hall in support of smart classrooms for remote teaching and learning. Anticipated costs for this phase of the ongoing WiFi expansion project are \$400,000, inclusive of labor, hardware, and materials. The project will be completed by the end of FY22.

**Background:** Ongoing wireless expansion is a multi-year project aimed at providing WiFi access in buildings that do not currently have service and upgrading service in buildings with limited coverage. Proposed WiFi access points were identified and endorsed by the colleges, Information Technology, Academic Affairs and Research and Innovation Partnerships. The WiFi expansion effort was launched in FY18 and, to date, has expanded WiFi in 25 university buildings.

**Funding: Institutional:** Local Funds - \$400,000

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for Wireless Network Expansion and Upgrade.

#### **BUILDING ACCESS CONTROL UPGRADES**

<u>Summary</u>: The scope for this project includes necessary upgrades to existing access control hardware (e.g., card readers) on campus doors to support more secure technology being phased in as part of the NIU One Card platform. There are approximately 1,200 exterior and interior doors located in 47 campus buildings which may require some level of upgrade depending on the age of the existing hardware.

**Background:** Due to rapidly changing technology and fraud risks and to ensure the safety of the students, staff and faculty, the existing level of security of the NIU One Card is in the process of being upgraded. Any existing access control hardware manufactured prior to 2016 will not be compatible with this new technology and therefore must be upgraded.

The door hardware replacement will range from full replacement of existing door frame and hardware to a simple component change, depending on the situation. The work will be completed by outside contractors and in-house workforces under the coordination of a NIU project manager.

**Funding:** Local Funds - \$1.4M

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for Building Access Control Upgrades.

#### 2020-2021 FACULTY EMERITUS RECOGNITION

Universities have a long tradition of granting emeritus status to faculty who retire in good standing. Northern Illinois University has created a regular process for the identification of retirees for whom the emeritus designation is appropriate. A list of ranked faculty who have announced or finalized retirements during the fiscal year is prepared annually by Human Resource Services and reviewed by the Executive Vice President and Provost for presentation to the Board of Trustees. This list includes retirees whose date of retirement falls in the period 7/2/2020 - 7/1/2021. The University hereby informs the Board of Trustees of the retired faculty members designated as emeritus for FY22.

The faculty being granted emeritus status, with their departments, ranks, any special status, and dates of retirement are as follows:

Name	Department	Rank and Special Status	Retirement Date
		Professor, Presidential	Date
		Research, Scholarship and	
Swapan Chaterji	Physics	Artistry Professor	6/1/2021
		Professor, Presidential	0, 1, 1 0 1
		Research, Scholarship and	
Kenton Clymer	History	Artistry Professor	8/1/2020
Mayra Daniel	Curriculum and Instruction	Professor	1/1/2021
	Executive Vice President		
Carolinda Douglass	and Provost	Professor	6/1/2021
	Counseling and Higher		
Laverne Gyant	Education	Professor	6/1/2021
Sarah Johnston-			
Rodriguez	Special and Early Education	Associate Professor	8/1/2020
Yih-Wen Kuo	Art and Design	Professor	6/1/2021
	Family and Consumer		
Elizabeth Miller	Sciences	Associate Professor	8/13/2020
Sharon Nelson	Law Library	Associate Professor	7/1/2021
Ibrahim Onyuksel	Computer Science	Professor	8/1/2020
		Professor, Presidential	
James Schmidt	History	Teaching Professor	6/1/2021
		Professor, Presidential	
		Teaching Professor, Board of	
Pamela Smith	Accountancy	Trustees Professor	6/1/2021
		Professor, Presidential	
		Engagement and	
Kendall Thu	Anthropology	Partnerships Professor	7/1/2021
	Counseling and Higher		
Scott Wickman	Education	Associate Professor	9/1/2020
	Chemistry and		
Chong Zheng	Biochemistry	Professor	8/1/2020

## **NIU Professor Emeritus Status (APPM, Section II. Item 19.)**

- Emeritus faculty members are an important asset to NIU, and they contribute in many ways to NIU and the community after retirement.
- When the need arises, emeritus faculty teach, pursue research and sponsored project opportunities, serve on graduate committees, serve temporarily in key administrative positions when necessary, and continue to serve NIU in many ways.
- NIU is one of few state universities where the emeritus status granting process is simple and straightforward. Retired faculty members do not have to fill out any special paperwork and their departments do not have to review any nominations or approve the emeritus status. There is no fee for obtaining the emeritus status either.

#### **Policy**

Academic Policies and Procedures Section II, Item 19 states:

"The designation of emeritus status is granted by the University and Board of Trustees to tenured, ranked faculty members who retire from the university in good standing.

A retiring tenured, ranked faculty member is in good standing provided:

- a) Any financial obligations to the university have been settled;
- b) No termination proceeding has been initiated against the faculty member and remains pending at the time of retirement; and,
- c) The faculty member has not been discharged for cause."

In exceptional cases, Emeritus Status may be granted to other faculty members based on merit and a recommendation to the president.

Faculty who are granted Emeritus Status will retain their professional rank and title at the time of retirement followed by the designation "Emeritus" or "Emerita". Faculty titles are "Assistant Professor," "Associate Professor," "Professor," "Presidential Engagement Professor," "Presidential Research Professor," "Presidential Teaching Professor," "Distinguished Engagement Professor," "Distinguished Research Professor," and "Distinguished Teaching Professor."

#### **Process**

Academic Policies and Procedures Section II, Item 19 states:

- A list of names of the tenured, ranked faculty who have retired during the fiscal year and the names of those tenured, ranked faculty who plan to retire before the beginning of the next academic year will be prepared by the Office of Human Resource Services each year prior to May 15 and forwarded to the provost.
- The list will consist of all tenured, ranked faculty who have signed formal retirement agreements or filed State Universities Retirement System (SURS) applications through Human Resource Services prior to May 15 of a given year.
- The provost will review the list to determine the standing of the faculty for Emeritus Status. Those tenured, ranked faculty who are in good standing will be recommended to the president who, in turn, will submit the list of faculty as an information item to the Board of Trustees at its next regularly scheduled meeting.

 Once a tenured, ranked faculty member's name is presented to the Board of Trustees for Emeritus Status, the retired faculty member may officially use the Emeritus designation. The Provost Office sends them a confirmation letter.

#### Recognition

- Emeritus faculty members are recognized by the President, Provost and Presidents of the shared governance bodies for their service and contributions along with all retired employees at the annual recognition reception organized by the annuitants association and HRS.
- Faculty Senate acknowledges emeritus faculty in its newsletter to all faculty.

#### **Benefits**

Below are some of the benefits to faculty that are named "Emeritus" or "Emerita."

- 1. Keep their professorial rank in retirement.
- 2. Continue to have free access to NIU Libraries.
- 3. Receive research support services and access to research software and databases when pursuing research and scholarly activities through NIU.
- 4. Teach or serve in interim administrative roles as needs arise.
- 5. Serve on graduate theses and dissertation committees as needed.
- 6. Continue to have access to NIU email as allowed by email policies and license agreement.
- 7. Eligible to take courses at NIU similar to current employees.
- 8. Receive dependents' tuition benefits at NIU similar to current employees.
- 9. Get discounted parking permit (currently \$10/year) for parking on NIU campus.
- 10. Eligible for office space for teaching and research/artistry as allocated by their departments.
- 11. Participate in recruitment and other events representing their departments and colleges.
- 12. Represent NIU's retirees in SUAA and other state-level bodies.

The most significant benefit that cannot be measured is the title that shows the faculty member has finished his or her distinguished career in a good standing, and continues to hold the professorial rank at the institution and contribute to the university and their disciplines.

#### **ANNUAL LISTING OF CHANGES FISCAL YEAR 2021**

The Fiscal Year 2021 Annual Listing of Changes are reported, and sent, to the Illinois Board of Higher Education (IBHE) in the summer after the academic year is completed. The changes have been approved through the normal curricular processes or in accordance with the policies of the NIU Board of Trustees. The report was sent to the IBHE in May 2021.

For FY21, NIU created one degree, one certificate of graduate study, two certificates of undergraduate study, three minors, and three emphases. One certificate of undergraduate study, one certificate of graduate study, one option and one specialization were deleted. The President also approved one degree change, six name changes, one emphasis change, and one CIP code change.

## ANNUAL LISTING OF CHANGES FISCAL YEAR 2021

#### **ADDITIONS**

#### <u>Degree</u>

College of Liberal Arts and Sciences, Department of Psychology, Specialist in School Psychology

#### Certificate

College of Business, Department of Finance, Certificate of Undergraduate Study in Financial Planning

College of Business, Department of Operations Management and Information Systems, Certificate of Undergraduate Study (CUS) Supply Chain Management

College of Business, Department of Finance, Certificate of Graduate Study in Financial Planning

#### Minor

College of Health and Human Sciences, School of Family and Consumer Sciences, Minor in Financial Counseling

College of Education, Department of Kinesiology and Physical Education, Minor in Sport Analytics

College of Education, Department of Kinesiology and Physical Education, Minor in Sport Journalism

#### **Emphasis**

College of Business, Department of Management, Emphasis to the B.S. in Business Administration: Hospitality and Tourism Management

College of Liberal Arts and Sciences, Department of Sociology, Emphasis to the B.A./B.S. in Sociology; Emphasis 1. General Sociology. Rename: Emphasis Criminology to: Emphasis 2. Criminology

College of Education, Department of Curriculum and Instruction, Emphasis 2: Early Childhood Education Emphasis 3: Early Childhood Education with Special Education Approval

#### **DELETIONS**

#### Certificate

College of Liberal Arts and Sciences, Deletion of Certificate of Undergraduate Studies (CUS) Religious Studies

College of Liberal Arts and Sciences, Department of Mathematical Sciences, Deletion of Certificate of Graduate Studies in Applied Statistics

#### Option

College of Liberal Arts and Sciences, Department of World Languages and Cultures, Deletion of the Option within the World Languages and Cultures Minor: Italian Language and Culture

#### Specialization

College of Education, Department of Kinesiology and Physical Education, Deletion of Specialization from the M.S.Ed. Kinesiology and Physical Education: Adapted Physical Education Specialization

#### **OTHER CHANGES**

#### Degree Changes

College of Education, Department of Kinesiology and Physical Education, Master of Science in Education in Kinesiology and Physical Education to: Master of Science in Kinesiology and Physical Education

#### Name Changes

College of Visual and Performing Arts, School of Art and Design, from: Master of Science in Art and Design, to: Master of Science in Art and Design Education

College of Education, Department of Educational Technology, Research and Assessment, from: Master of Science in Educational Research and Evaluation, to: Master of Science in Educational Research, Evaluation, and Assessment

College of Business, Department of Operations Management and Information Systems, Certificate of Undergraduate Study Name Change, from: Information Systems to: Information Technology College of Education, Department of Kinesiology and Physical Education, Name Change in the M.S.Ed. Kinesiology and Physical Education, from: Specialization in Pedagogy and Curriculum Development in Physical Education Pedagogy to: Specialization in Physical Education Pedagogy College of Health and Human Sciences, School of Family and Consumer Sciences, Emphasis Name Change, from: Family Individual Development to: Family Relations, Prevention and Wellness

College of Liberal Arts and Sciences, Name Change for Minor from: Minor in Cognitive Studies to: Minor in Cognitive Science

#### **Emphasis Changes**

College of Engineering and Engineering Technology, Bachelor of Science in Mechanical Engineering, change in Emphasis 2., from: Mechatronics and Robotics Engineering to: Emphasis 2. Robotics and Control

#### CIP Code Changes

College of Business, Department of Accountancy, Change of CIP Code for the Master of Accounting Science from 52.0301 to 52.1399

May 3, 2021 JS

## HARPER UNIVERSITY CENTER UPDATE

Executive Vice President and Provost Beth Ingram will speak about NIU's partnership with the Harper University Center.

#### STATE LEGISLATIVE REPORT

#### **2021 Legislative Session Overview**

The spring legislative session wrapped up in early June and NIU saw a flat FY22 budget relative to FY21 that was signed by the governor shortly after the session adjourned. All past capital projects were reappropriated. The spring session saw the power of collective voices of universities by convening the presidents and chancellors group and through collaborations among the state legislative liaisons. These partnerships allowed for strong messaging and swift responses around critical bills impacting higher education. Among the most significant wins for NIU and higher education, include the following:

#### Public Act 102-0174 - Early Childhood Access Consortium for Equity Act

NIU originally opposed a bill allowing for community colleges to offer a four-year baccalaureate degree in early childhood education. NIU, in partnership with four-year institutions across the state and the Illinois Board of Higher Education (IBHE) and the IBHE's early childhood education working groups advocated for major changes to the language resulting in the current bill, which was passed in both houses and signed into law on July 27, 2021. Dean of the College of Education Dr. Laurie Elish-Piper provided critical testimony leading to the removal of problematic language in the bill. The new early childhood education consortium language requires IBHE and the Illinois Community College Board to establish the Early Childhood Access Consortium for Equity of Illinois Higher Education Institutions, which will focus on streamlining, coordinating, and improving accessibility of degree completion pathways for upskilling educational pipelines. Consortium members shall operate jointly to provide streamlined paths to associate's, bachelor's, master's degrees and certificates, gateway credentials and other licensure endorsements in early childhood education.

#### Senate Bill 815-Higher Education Funding Formula

NIU originally opposed the draft bill that would create a funding formula for higher education based solely on equity. Advocacy efforts led to the sponsor amending the language to create a commission with broad representation to look at a funding formula for higher education based on several different metrics, including equity, research, graduate and professional students, healthcare, innovation, and economic development.

Additional key legislation includes the following:

- **SB1697** The passage of legislation to exempt higher education institutions from the Grants Accountability and Transparency Act (GATA), which applies federal uniform guidance grant management principles to state and federal pass-through awards issued from Illinois' state agencies to public universities. GATA is more restrictive than the federal government and does not recognize the difference between state agencies and institutions of higher education, which produces significant barriers and administrative impacts to public universities. SB1697 reforms GATA for Illinois' public universities by improving the application of uniform guidance to state grant making processes, this includes amending the Act to recognize that institutions of higher education fall under a different set of uniform guidance principles for a variety of cost considerations.
- **SB581** Clean-up bill to provide regulatory procurement relief. Currently, the procurement code requires universities and agencies entering contracts exceeding \$20,000 of locally held funds (contracts that do not obligate funds held within the state treasury), to file a copy of that contract with the Illinois Office of the Comptroller (IOC) within 30 days. IOC serves

only as a repository for these contracts. SB581 eliminates this filing requirement, and instead requires a quarterly report outlining the contract specifications and scope not currently captured in reporting to the IOC. This report will be made public, and each individual contract will remain available for Freedom of Information Act (FOIA) inspection through the agency or university.

- SB2338 Legislation to allow student athletes to profit from their own name, image, and likeness. The bill includes a set of principles that allows our student-athletes to earn compensation for commercial use of their name, image, likeness, and voice. It also establishes needed guidelines to shield student-athletes from bad actors, protects the integrity and core principles of collegiate athletics, and honors the academic mission of educational institutions. Athletic Director Sean Frazier advocated alongside the division 1 athletic directors to ensure the best interest of student athletes were protected during the drafting of this legislation.
- Additionally, NIU played a critical role in the passage of HB3438-Higher Ed DREAM Resource bill through the testimony from the Coordinator for Undocumented Student Support Sandy Lopez, and former NIU Dream Action student Laura Vivaldo Cholula. The bill did not affect NIU since we already provide the resources outlined in the bill but it demonstrates how NIU is viewed as a leader in serving undocumented students.

#### **Legislative Map Redistricting**

Following several weeks of public hearings, Illinois House and Senate Democrats released the new legislative maps that are re-drawn every ten years. NIU sees a significant difference in representation under the new maps. Currently, DeKalb proper is represented by Rep Jeff Keicher (R-Sycamore) and a portion of DeKalb County is represented by Rep. Tom Demmer (R-Rochelle) in the house, and Sen. Dave Syverson (R-Rockford) with a slight portion of the southern part of the county represented by Sen. Brian Stewart (R) in the senate. Under the new map, NIU would be represented by Rep. Lance Yednock (D-Ottawa) and by Sen. Sue Rezin (R) in the house and senate, respectively.

#### Ongoing Initiatives

- Participation in hearings on return-to-campus plans and how the university is addressing mental health issues on campus.
- In-district meetings with legislators.
- Planning of upcoming NIU Caucus events.
- Coordination with the NIU Alumni Association's advocacy committee on various fall and spring events.
- Updating advocacy materials and NIU's legislative agenda for the spring 2020 session.
- Discussions with the Governor's office regarding its various higher education initiatives, including the release of the funding for the Northern Illinois Center for Community Sustainability (NICCS)

#### Spring 2020 Initiatives and Goals

- Continue to advocate for increased investment in higher education among members of the General Assembly.
- Achieve the release of state capital funding.
- Continue to advocate for regulatory relief for faculty and staff while providing input on ways of achieving goals set out through regulations.
- Advance partnerships with the Black and Latino Caucuses.

#### FEDERAL LEGISLATIVE REPORT

#### FEDERAL RELATIONS REPORT

This report covers the period of May through July 2021 and encompasses NIU equities across the federal government.

#### **U.S.** Congress

Three pandemic relief packages have become law from March 2020 through March 2021. This quarter, the US Department of Education finalized and released the third allocation to NIU. Across these three bills, NIU has received \$84.6M in funding: \$44.7M for the institution and \$35.9 million for students. There are presently no plans in Congress to provide further pandemic relief.

The Senate is working on a \$1.2T infrastructure bill, the Infrastructure Investment and Jobs Act. The bill is being negotiated by a bipartisan group of senators working within the Senate and with the Biden Administration. The bill text is still being amended as of this writing. It is not expected to include provisions specifically related to higher education, although APLU has compiled a <u>list of provisions</u> in the bill's base text that may be of interest to its members.

Once the infrastructure bill is completed, the Senate will turn to passing a FY22 budget resolution. The budget resolution will pave the way for a major reconciliation bill that is expected to cost up to \$3.5T and will need only a simple majority vote to pass. The final bill text is still coming into focus as of this writing, although it is expected to incorporate elements of President Biden's American Families Plan.

President Freeman joined with the presidents and chancellors of Illinois public universities in writing to the Illinois congressional delegation in <u>May</u> and <u>August</u> to convey their shared priorities for these two major legislative efforts. The priorities include:

- Enhancing higher education affordability and access by doubling the maximum federal Pell Grant award to \$13,000, indexing it to inflation, and providing a broad strategy to increase access and affordability of public four-year university students
- Investing in campus, research, and student infrastructure
- Increasing funding for innovation and economic growth
- Prioritizing efforts to enhance diversity and equity
- Restoring incentives for charitable giving and advance refunding bonds

Congress is poised to finalize the most significant policy and funding recommendation updates in over a decade for several key federal research agencies. Affected agencies include the National Science Foundation (NSF), Department of Energy Office of Science (DOE/SC; including the National Laboratory system), National Institute of Standards and Technology (NIST), National Aeronautics and Space Administration (NASA), and the Economic Development Administration (EDA). The Senate bill at play is <u>S. 1260</u>, the US Innovation and Competition Act, and there are 10 House bills involved in the negotiation. The negotiations are expected to stretch into the fall.

A busy fall is shaping up. Speaker Pelosi has said that the House intends to consider the infrastructure and reconciliation bills together in the fall. The nation is projected to reach its debt limit in the fall, which requires raising the debt ceiling, a politically challenging undertaking throughout the past decade. Also occurring in the fall is the final leg of the annual appropriations process.

#### **Appropriations**

Congress continues its work on FY22 appropriations. This work is not expected to be completed by the end of September, so a short-term continuing resolution is likely, possibly into December 2021.

The House and Senate agreed to reinstate congressionally directed spending, formerly known as earmarks, in a limited capacity for FY22. In the House, NIU has been allocated \$660,000 from the National Oceanic and Atmospheric Administration (NOAA) for Understanding and Mitigating Future Weather and Climate Risks to Agriculture, sponsored by Congressman Adam Kinzinger. In the Senate, Senator Dick Durbin has recommended that NIU receive \$500,000 from the Small Business Administration for food entrepreneurship, improving employment for underserved communities, and experiential learning opportunities. Senator Tammy Duckworth has recommended that NIU receive \$577,000 from the US Department of Education to create the Paraprofessional to Professional Educator Licensure (ProPEL) program, which will help address the shortage of special education licensed educators in northern Illinois. The Senate Appropriations Committee must approve the projects recommended by our senators, and we will find out the outcome when the relevant appropriations bills are made public in the Fall. All congressionally directed spending projects are contingent upon the relevant appropriations bills being passed by Congress and signed into law by the President.

#### **Federal Engagement with NIU**

Recent and upcoming federal engagements with NIU include:

#### **Meetings/Events:**

- May 6 VP Blazey Testified to House Science, Space, and Technology Committee. Vice President Gerald Blazey testified at a hearing entitled *National Science Foundation:* Advancing Research for the Future of U.S. Innovation Part II. His written testimony and video of the hearing can be found here.
- <u>June 24-25 Coalition for National Science Funding (CNSF) Virtual Advocacy Days.</u> Faculty from NIU and the University of Illinois System conducted seven meetings with IL congressional offices to advocate for NSF during the CNSF national advocacy days. NIU faculty participants were Professors Victor Gensini (Geographic and Atmospheric Sciences), Liping Guo (Engineering Technology), Mona Rahimi (Computer Science), Nathan Stansell (Geology and Environmental Geosciences).
- <u>July 10 Rep. Underwood and STEM Scholars Hosted by Professor Holly Jones</u>. Professor Holly Jones hosted Congresswoman Lauren Underwood and 27 (12 in person, 15 virtual) high school student participants in her STEM Scholars program at Nachusa Grasslands. Professor Jones discussed her field research, which included showing the group how to trap and process small mammals.
- <u>September 2 NIU Alumni Advocacy for Double Pell Grant</u>. As part of a national advocacy effort, NIU plans to launch an alumni advocacy campaign encouraging NIU alumni to contact their congressional representatives in support of doubling the federal Pell Grant maximum award to \$13,000 annually.

#### **Requests for Information (RFI):**

RFI responses not included in earlier Board or Trustee reports are listed here. The Division of Research and Innovation Partnerships (RIPS) worked with faculty and offices with relevant expertise in developing these responses. The Biden Administration has a strong commitment to understanding and addressing the federal government's limitations in meeting the needs of

underserved communities and these RFIs are an opportunity for NIU to ensure its voice is heard. RIPS has made it a priority to respond to these RFIs as they arise.

- <u>February 23 RFI Response to USPTO</u>. Vice President Blazey submitted comments in response to the US Patent and Trademark Office's (USPTO) RFI: *Request for Comments on the National Strategy for Expanding American Innovation*. The RFI is available here.
- <u>March 18 RFI Response to NSF</u>. Vice President Blazey submitted comments in response to the NSF's RFI: *Strategic and Performance Plans*. The RFI is available <u>here</u>.
- <u>April 23 RFI Response to NIH</u>. Vice President Blazey submitted comments in response to the National Institutes of Health's (NIH) Request for Information (RFI): *Inviting Comments and Suggestions to Advance and Strengthen Racial Equity, Diversity, and Inclusion in the Biomedical Research Workforce and Advance Health Disparities and Health Equity Research*. The RFI is available <u>here</u>.
- <u>July 6 RFI Response to White House</u>. President Freeman submitted comments in response to the White House Office of Management and Budget's RFI: *Methods and Leading Practices for Advancing Equity and Support for Underserved Communities through Government*. The RFI is available <u>here</u> and President Freeman's comments are available <u>here</u>.
- <u>August 6 RFI Response to DOE EERE</u>. Vice President Blazey submitted comments in response to the Department of Energy Office of Energy Efficiency and Renewable Energy's (DOE EERE) RFI: *Inclusive Innovation and Entrepreneurship in Climate Technology*. The RFI is available <u>here</u>.
- <u>By August 31: RFI Response to NASA</u>. Vice President Blazey intends to submit comments in response to NASA's RFI: *Advancing Racial Equity and Support for Underserved Communities in NASA Programs, Contracts and Grants Process*. The RFI is available <u>here</u>.

## SPONSORED PROGRAM ADMINISTRATION QUARTERLY REPORT

NIU received 343 sponsored awards totaling \$80M in FY21 (Figure 1). This puts NIU's total sponsored funding at its highest level in ten years. While federal COVID-19 relief funds account for a significant share of this funding, Sponsored Program Administration (SPA) is pleased to report that even in their absence sponsored funding continues to increase. Non COVID-19 sponsored funding is also at its highest level in ten years, increasing almost 50% in the last five years (Figure 2). This is a tremendous accomplishment for faculty and staff who have secured funding during these challenging times and for all staff who support these awards.

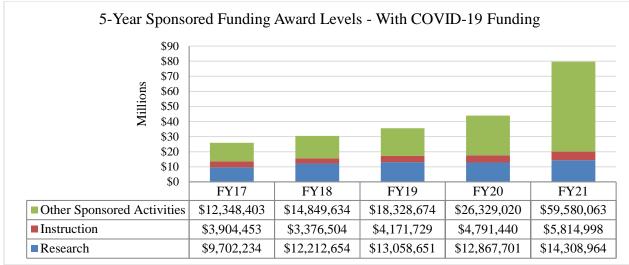


Figure 1

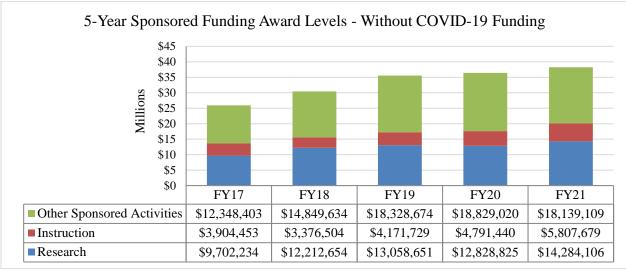
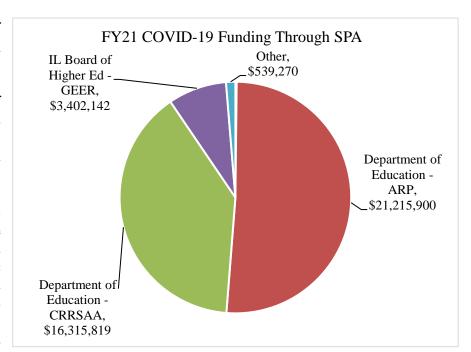


Figure 2

Most of the COVID-19 relief funding managed through SPA this year were grant awards approved in the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), American Rescue Plan Act (ARP), and Governor's Emergency Education Relief Fund (GEER) federal relief programs (Figure 3). \$539K in funding from the other agencies were received from the Corporation for Public Broadcasting, Illinois Board of Education, DeKalb County Health Department, Illinois Network of Child Care

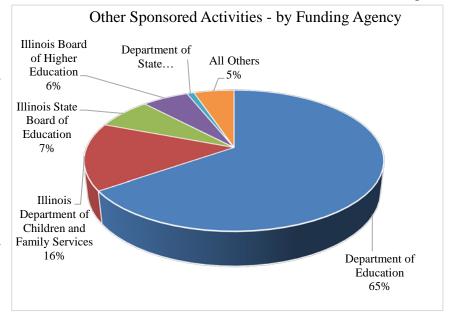


Resource & Referral and various Figure 3

private foundations. All of these programs are specifically intended to respond to or mitigate the impacts of COVID-19. Between FY20 and FY21 (i.e. the beginning of the pandemic), SPA has processed just under \$50M million in COVID-19 related funding. The student aid portion of these awards are not included in this report. This is consistent with previous SPA reporting.

Funding from the Department of Education (USED) accounted for well over half of all funding

for other sponsored activities (OSA) (Figure 4). activities include all programs and than research other instruction. The large share of funding from USED for these activities is consistent with the large volume of relief funds processed through SPA and awarded by USED. Beyond relief funding, the Illinois Department of Children and Family Services (DCFS) and Illinois State **Board** Education (ISBE) continue to provide significant funding to NIU for service, outreach, and educational activities. These Figure 4 activities are primarily carried



out by NIU's Division of Outreach, Engagement, and Regional Engagement and College of Liberal Arts and Sciences. Funding from the Illinois Board of Higher Education (IBHE) accounted for a larger share of OSA funding this year as the state awarding agency for GEER funding.

Funding for instructional activities, those intended to elicit some measure change in a learner. increased by 21% this year. COVID-19 funding had very little impact on this growth. Rather, growth is attributed to a doubling in funding from the Illinois State Board of Education and an increase in awards from area school districts for programming from developing ranging social justice podcasts to training teachers specialize in English as a Second Language (ESL) and Bilingual Education. Other sponsors funding instructional activities are mostly for NIU's delivery of MBA programs and other contract courses (Figure 5).

National The Science Foundation continues to be the largest funder of NIU research with a 3% increase over last vear (Figure 6). A notable change in FY21 is the increased share of direct funding from the U.S. Department of Energy. Contributing to this increase is a large \$2M highly competitive award received by faculty in the Department of Chemistry and Biochemistry, secured in collaboration with Argonne National Laboratory and

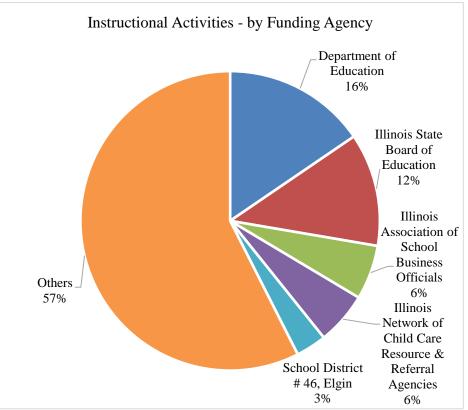


Figure 5

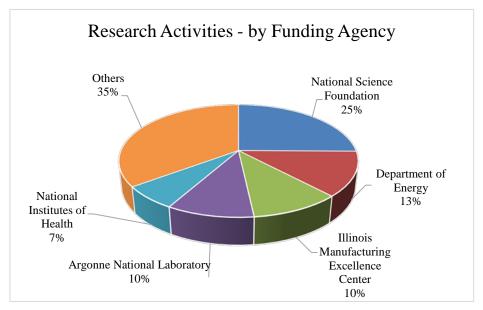


Figure 6

other research universities. Coupled with funding from Argonne (a DOE managed laboratory) for joint appointments and other various research projects, DOE funding accounts for almost a quarter of all NIU's research support for this year. Faculty in the College of Engineering and Engineering Technology (CEET) secured funding from the NSF and NIH, contributing to NIU's growth. Most colleges, including CEET, saw an increase in sponsored funding this year. A breakout of funding by college and division follows below (Table 1).

College/Division	Research	Instruction	Other	Sponsored Funding - FY21	Sponsored Funding - FY20	% Change FY20
Business	-	\$2,468,108	-	\$2,468,108	\$1,904,200	30%
Education	\$687,518	\$1,680,169	\$58,590	\$2,426,277	\$1,760,924	38%
Engineering and Engineering Technology	\$2,004,155	\$22,500	-	\$2,026,655	\$1,051,110	93%
Health and Human Sciences	\$826,536	\$1,047,684	\$946,327	\$2,820,547	1,995,383	41%
Liberal Arts and Sciences	\$9,156,740	\$425,059	\$10,288,308	\$19,870,107	\$18,576,795	7%
Visual and Performing Arts	\$67,000	-	\$7,800	\$74,800	\$86,900	-14%
Outreach, Engagement and Regional Development	-	-	\$7,042,913	\$7,042,913	\$8,214,484	-14%
Other Academic Units	\$1,567,014	\$171,476	\$761,381	\$2,499,871	\$2,861,997	-13%
Other University Units	-	-	\$40,474,742	\$40,474,742	\$7,536,364	437%
Total	\$14,308,963	\$5,814,996	\$59,580,061	\$79,704,020	\$43,988,157	81%

# Table 1

Below is a listing of all awards received for FY21 Quarter 4.

# **ADMINISTRATION & FINANCE**

Office of Postsecondary Education/Department of Education for "ARP Institutional Award." Sarah Chinniah, Shyree M Sanan.

Award: \$21,033,973.00.

May 11, 2020 - January 16, 2022. (Other Sponsored Activities) Other.

As part of the American Rescue Plan Act (ARP), these funds are used to help NIU defray expenses associated with COVID-19.

# **ANTHROPOLOGY**

Primate Conservation, Inc. for ''Chemical Niche Divergence in Sympatric Lemurs - Understanding Species Food Selection and Vulnerability to Environmental Change.'' Chloe Gherardi, Mitch Irwin.

Award: \$2,230.00.

September 15, 2020 - September 14, 2021. (Organized Research) Applied Research.

This project will contribute to understanding the natural history of Avahi laniger and Lepilemur mustelinus and inform questions regarding the niche separation within the lemur community, and nutritional factors limiting the 6 species.

Global Wildlife Conservation for ''Chemical Niche Divergence in Sympatric Lemurs - Understanding Species Food Selection and Vulnerability to Environmental Change.'' Chloe Gherardi, Mitch Irwin.

Award: \$4,843.00.

August 15, 2020 - August 14, 2021. (Organized Research) Applied Research.

This project will examine the dietary strategies and nutritional niche separation of 6 sympatric lemurs (Avahi laniger, Lepilemur mustelinus, Eulemur fulvus, Eulemur rubriventer, Propithecus diadema, and Hapalemur griseus) in Tsinjoarivo, Madagascar.

University of Central Florida for "SocialSim Modeling/Repast HPC Programming Support." John T Murphy.

Award: \$46,488.00. Cumulative \$378,348.00.

September 1, 2020 - March 31, 2021. (Organized Research) Applied Research.

This project seeks to develop technologies for high-fidelity simulation of on-line social behavior (the spread and evolution of online information) while rigorously testing and measuring simulation accuracy.

University of Central Florida for "SocialSim Modeling/Repast HPC Programming Support." John T Murphy.

Award: \$56,698.35. Cumulative \$378,348.00.

April 1, 2021 - September 30, 2021. (Organized Research) Applied Research.

This project seeks to develop technologies for high-fidelity simulation of on-line social behavior (the spread and evolution of online information) while rigorously testing and measuring simulation accuracy.

Illinois Innovation Network for 'Sustainable Urban-Regional Modeling Network (SURe Modeling).'' John T Murphy.

Award: \$9,348.00.

July 1, 2020 - June 30, 2021. (Organized Research) Basic Research.

This project will establish a network of researchers to examine sustainability of large cities and the communities in their surrounding regions, including modeling of coupled social and ecological systems, from conceptual models to large-scale simulation.

# **BIOLOGICAL SCIENCES**

Department of Agriculture for ''Identification of Regulatory Genes in A. Flavus that are Involved in Mycotoxin Production, Morphogenesis, and Virulence.'' Ana Calvo.

Award: \$25,000.00. Cumulative \$75,000.00.

June 3, 2021 - June 2, 2023. (Organized Research) Applied Research.

The purpose of this project is to further the understanding of the signaling pathways involved in the production of mycotoxins, and fungal development and the role of VeA in fungal virulence.

Directorate for Biological Sciences/NSF for "Collaborative Research: The Roles of Community Assembly and Consumer Impacts in Shaping Ecosystem Function." Holly Jones.

Award: \$34,190.00. Cumulative \$492,737.00.

July 15, 2020 - January 31, 2024. (Organized Research) Applied Research.

To determine how community assembly influences ecosystem function by establishing a unique biodiversity experiment informed by field data to create realistic, nonrandom community changes in richness, composition, and functional diversity.

Nature Conservancy for ''Nachusa Grasslands Science Externship (Nicholas Foster).'' Mel Duvall, Nicholas T Foster.

Award: \$6,000.00.

May 10, 2021 - August 13, 2021. (Organized Research) Research Training.

Funding supports a science externship at Nachusa Grasslands for summer 2021.

Lake County Forest Preserve District for 'Monitoring and Assessment of Blandings Turtle Populations 2021.'' Richard B King.

Award: \$11,996.62.

May 3, 2021 - November 1, 2021. (Organized Research) Applied Research.

NIU and the Lake County Forest Preserve District are conducting long-term monitoring of state endangered Blanding's turtles on properties managed by the county. This agreement provides funding to hire field technicians to participate in this work during the 2021 field season.

Lake County Forest Preserve District for 'Blanding's Turtle Reintroduction.' Richard B King, Callie A Klatt.

Award: \$100,250.00. Cumulative \$118,977.00.

May 1, 2020 - March 1, 2023. (Organized Research) Applied Research.

Reintroduction is a necessary management tool for species recovery. Our objective is to test if head-starting, in which animals are reared in captivity during vulnerable juvenile life stages, can be used for Blanding's Turtle reintroduction.

# CENTER FOR THE STUDY OF FAMILY VIOLENCE AND SEXUAL ASSAULT

Kansas State University for 'Department of Defense Family Advocacy Program FASOR/NPSP Quality Assurance Projects.' Joel S Milner, Julie L Crouch, Randy J McCarthy, Wendy J Travis.

Award: \$60,334.00. Cumulative \$1,595,343.00.

October 1, 2020 - August 31, 2021. (Other Sponsored Activities) Public Service.

This project assists the U.S. Air Force to accurately assess child maltreatment and intimate partner violence and implement prevention and treatment.

Illinois Department of Children and Family Services for "Congregate Care Assessment Program (CCAP)." Julie L Crouch.

Award: \$604,421.36. Cumulative \$497,078.31.

July 1, 2020 - June 30, 2021. (Other Sponsored Activities) Public Service.

The Congregate Care Assessment Program (CCAP) is funded through DCFS to conduct independent assessments of youth in care to determine if level of treatment is appropriate.

# CHEMISTRY AND BIOCHEMISTRY

Argonne National Laboratory for 'Investigating Battery Fading Mechanism with X-ray Technique.'' Tao Li.

Award: \$47,250.00.

August 16, 2021 - August 15, 2022. (Organized Research) Applied Research.

The objective of this work includes: synthesis of inorganic-organic hybrid electrode; measurement of the structure of the hybrid electrolytes with X-ray technique; and understanding the battery fading mechanism with X-ray technique.

Directorate for Engineering/NSF for "Collaborative Research: Design of a Novel Photo-Thermo-Catalyst for Enhanced Activity and Stability of Dry Reforming of Methane." Tao Li.

Award: \$16,380.00. Cumulative \$203,167.00.

June 1, 2021 - October 30, 2021. (Organized Research) Basic Research.

To test the hypothesis that a catalyst can be designed for effective CO2 (dry) reforming of methane (DRM) to produce syngas (CO and H2) that will enhance the conversion efficiency and catalyst stability compared with traditional thermal catalysts.

Argonne National Laboratory for "Li Joint Appointment NIU-ANL FY21." Tao Li.

Award: \$27,846.19. Cumulative \$100,056.96.

May 16, 2021 - August 15, 2021. (Organized Research) IPA or Joint Appointment.

Funds are being used to support a joint appointment between NIU and Argonne National Laboratory for Dr. Tao Li.

Office of Energy Efficiency and Renewable Energy/Department of Energy for "Scalable Integration of CO2 Capture and Electrocatalytic Conversion to Organic Liquids." Tao Xu.

Award: \$1,275,828.00.

May 1, 2021 - April 30, 2024. (Organized Research) Applied Research.

This project addresses the critical challenge of how to build an integrated CO2 capture and utilization system to achieve carbon neutral or even carbon negative manufacturing.

Argonne National Laboratory for 'Electrode Surface Protection by Self-Assembled Monolayers (SAM) for lithium Battery - GRA Support.'' Tao Xu.

Award: \$31,714.20. Cumulative \$31,714.00.

September 1, 2021 - August 31, 2022. (Organized Research) Applied Research.

This project is to provide funding to produce electrolyte with high stability and electrochemical performance.

Argonne National Laboratory for ''Fundamental Studies on the Scalable Synthesis of Electrocatalysts under Microfludics.'' Yingwen Cheng.

Award: \$15,997.00. Cumulative \$51,226.88.

May 16, 2021 - September 30, 2021. (Organized Research) Applied Research.

The project is intended to understand at molecular level the nucleation, growth and deposition of electrocatalyst under microfluidic environment, and the electrochemical activities of these electrocatalyst.

Argonne National Laboratory for ''Fundamental Understanding on the Interaction Between Pt-alloy Electrocatalysts and Porous Carbon.'' Yingwen Cheng.

Award: \$15,997.00. Cumulative \$56,226.88.

May 16, 2021 - September 30, 2021. (Organized Research) Applied Research.

The project is intended to understand at the molecular level the nucleation, growth and deposition of electrocatalyst under microfluidic environment, and the electrochemical activities of these electrocatalysts.

# CHILD DEVELOPMENT AND FAMILY CENTER

Community Coordinated Child Care for "Quality Improvement Funds." Amy S Lofthouse.

Award: \$7,746.12.

April 26, 2021 - May 17, 2021. (Instructional Programs) Instructional Programs.

To select materials to provide children in the infant and preschool classrooms with many and varied developmentally appropriate materials that will allow for quality learning and experiences.

Illinois Network of Child Care Resource & Referral Agencies for "Child Care Restoration Grant." Amy S Lofthouse.

Award: \$115,145.00. Cumulative \$375,060.00.

January 1, 2021 - March 31, 2021. (Other Sponsored Activities) Public Service.

These funds will provide supplemental revenue to assist the Child Development and Family Center, which has reduced capacity due to COVID-19 regulations.

Illinois State Board of Education for ''Governor's Emergency Education Relief.'' Thomas W Pavkov.

Award: \$7,319.16.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

This grant will provide funds for the Child Development and Family Center to alleviate burdens related to COVID-19.

#### **COLLEGE OF BUSINESS**

Calamos Investments for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

RF Code, Inc. for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Northwestern University for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Oakton Community College for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

City of Chicago for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Nestle Brands Company for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Lakeshore Recycling Systems for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Discover Financial Services for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Strategic Coach for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Berry Global for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Sonas Marketing for ''One-Year MBA Contract Courses (Chicago).'' Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

PSAV for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Plitek, LLC for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Boncura Health Solutions for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Lakeshore Recycling Systems for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Crowe LLP for ''One-Year MBA Contract Courses (Chicago).'' Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Sikich, LLP for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Costco Wholesale Corporation for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Cummins Allison Corp. for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Henkel for 'One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

The Parts Place, Inc. for ''One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Transform Holdco LLC for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

JP Morgan for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Best Buy Co., Inc. for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Cognizant Technology Solutions for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Cognizant Technology Solutions for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Lakeshore Recycling Systems for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Lakeshore Recycling Systems for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

AST LLC for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Thomas Engineering Inc. for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Enterprise for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Schwartz Gilligan, Ltd. for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

National Material L.P. for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

HA International LLC for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Gogo, Inc. for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$31,975.61.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Gas Technology Institute for "Executive MBA Contract Courses." Anthony W Preston.

Award: \$27,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Kraft Heinz Food Company for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Transervice for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

General Electric for ''One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

OptumRx for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

Navistar Inc. for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

National Forwarding Co., Inc. for "One-Year MBA Contract Courses (Hoffman Estates)."

Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Aramark Corporation for ''One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Midwest Orthopaedics at Rush Medical Center for 'One-Year MBA Contract Courses (Hoffman Estates).' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Google for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Fidelitone, Inc. for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Northwestern Medicine for 'One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Fresenius Kabi for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Walmart for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

GTPL Broadband for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

Genesis Automation, Inc. for 'One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Experian for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Collins Aerospace for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Digital Practice for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Columbus Vegetable Oils for ''One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

United Airlines for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

DoubleTree by Hilton for ''One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Liberty Travel for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Department of Health & Human Services for ''One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Austin Chemical Company, Inc. for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

Lake County for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$22,750.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Keyence Corporation for ''One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Ferrara Candy Company for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Lee Kum Kee for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Chicago Extruded Metals (CXM) for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Rush University Medical Center for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Blue Cross Blue Shield Association for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

OMD for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Amazon.com, Inc. for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Amita Health for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Northwestern University for "One-Year MBA Contract Courses (Chicago)." Anthony W Preston.

Award: \$39,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

National Forwarding Co., Inc. for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Option Care Enterprises, Inc. for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Elkay Manufacturing for ''One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Old World Industries, LLC for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Egret Consulting Group for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Walgreens Company for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Pepper Construction for 'One-Year MBA Contract Courses (Hoffman Estates).'' Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Karis Global LLC for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

US Foods, Inc. for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

Omron Automotive Electronics, Inc. for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

HAVI for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Convenience Concepts, Inc. for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Joliet Oncology-Hematology Associates, Ltd. for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Physicians Immediate Care, LLC for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Lutheran Social Services of Illinois for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W Preston.

Award: \$20,700.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Caterpillar, Inc. for "Experiential Learning Center Corporate Projects." Daewoo Park.

Award: \$20,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Rust-Oleum for "Experiential Learning Center Corporate Projects." Daewoo Park.

Award: \$10,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

McDonald's Corporation for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$10,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Numerator for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$8,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Heel Strike for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$8,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Purafil, Inc. for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$10,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Echo Global Logistics for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$10,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

# **COLLEGE OF ENGINEERING AND ENGINEERING TECHNOLOGY**

University of Illinois at Urbana-Champaign for ''NIU/ISGC NASA Internships, Fellowships, and Scholarships, STEM Engagement, Institutional Engagement, Educator Professional Development Project.'' Donald R Peterson, Kyu Taek Cho, YJ Lin.

Award: \$18,000.00. Cumulative \$47,808.00.

April 10, 2021 - April 9, 2022. (Organized Research) Applied Research.

Funds are requested to support ISGC's mission to positively influence and support students in the pursuit of space sciences and aerospace engineering careers.

# COLLEGE OF HEALTH AND HUMAN SCIENCES

Altarum Institute for "MACRA: Quality Improvement Direct Technical Assistance." Kathryn D Mazurek.

Award: \$283,556.06. Cumulative \$1,507,190.00.

February 16, 2021 - February 15, 2022. (Other Sponsored Activities) Public Service.

Through participation in the MACRA-Provider Resource Network, NIU will provide clinicians in rural Illinois with customized direct technical assistance and peer-level support to deliver care in a patient-centric and efficient manner.

# COLLEGE OF LIBERAL ARTS AND SCIENCES

Hughes (Howard) Medical Institute for "HHMI Driving Change Learning Grant (Phase I)." Leslie Matuszewich.

Award: \$50,000.00.

April 1, 2021 - March 31, 2023. (Other Sponsored Activities) Other.

The Driving Change Initiative intends to produce lasting change at NIU in addressing structural inequalities and provide undergraduate students support to excel in STEM education, pursue advanced degrees, and eventually assume leadership roles in STEM.

# **COMPUTER SCIENCE**

Northwestern University for 'Education and Outreach for SAGE.' Michael E Papka, Joe Insley.

Award: \$45,276.63. Cumulative \$102,174.00.

October 1, 2020 - September 30, 2021. (Organized Research) Applied Research.

Funds are requested to design and build citizen science components for SAGE, reusable software components and cyberinfrastructure services to enable deployment of intelligent environmental sensors, including tutorials and documentation on components use.

National Science Foundation/NSF for "EAGER: Requirements Domain Specifications for Machine-Learned Software Components." Mona Rahimi.

Award: \$146,385.17.

April 1, 2021 - March 31, 2023. (Organized Research) Applied Research.

We propose to capture and exploit the existing domain knowledge about hard-to-specify concepts, such as pedestrian, to conduct the process of training Machine-learned software components.

Argonne National Laboratory for "System Software Integration and Development." Nicholas T Karonis, Joe Insley.

Award: \$192,578.10. Cumulative \$379,638.88.

July 1, 2021 - June 30, 2022. (Organized Research) Applied Research.

Argonne support for Brian Toonen to work on Cobalt Scheduler, RAM Area Network, and library tracking.

#### COUNSELING AND HIGHER EDUCATION

School District #131, East Aurora for 'Professional Development Session: De-Escalation Strategies From Room to Zoom.' Adam W Carter.

Award: \$500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Association of College and University Housing Officers-International for "Surviving Anti-Asian Hate."

"Asian/Asian American Students Experiences Living in the Residence Hall During COVID-19 and Beyond." Gudrun Nyunt.

Award: \$3,858.00.

July 1, 2020 - December 31, 2021. (Organized Research) Applied Research.

The purpose of this phenomenological study is to investigate the experiences of Asian residential college students during times of increased anti-Asian hate.

# **CURRICULUM AND INSTRUCTION**

School District #201U, Crete-Monee for 'Mentoring Program Needs Analysis.' David G Nieto.

Award: \$5,075.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School of Expressive Arts and Learning (S.E.A.L.) for "Social Justice Podcasts." Joseph E Flynn.

Award: \$2,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #212, Leyden High for "Social Justice Podcasts." Joseph E Flynn.

Award: \$2,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #225, Glenbrook for "Social Justice Podcasts." Joseph E Flynn.

Award: \$2,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #428, DeKalb Community Unit for ''Contract Courses: Single Graduate course LTIC 525.'' Sally R Blake.

Award: \$23,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #96, Kildeer Countryside Community Consolidated for "Contract Courses: M.S.Ed. in Litearcy Education: English as a Second Language/Bilingual Education Specialization." Sally R Blake.

Award: \$132,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #46, Elgin for "Contract Courses: ESL/Bilingual Endorsement." Sally R Blake.

Award: \$192,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #88, Plano for ''Contract Courses: ESL/Bilingual Endorsement.'' Sally R Blake.

Award: \$66,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #205, Elmhurst Community Unit for ''Contract Courses: M.S.Ed. in Literacy Education: Reading Specialization.'' Sally R Blake.

Award: \$110,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

#### **EDUCATION SYSTEMS CENTER**

Illinois State Board of Education for 'ISBE - Career Exploration and Career Development Experience Pilot.'' Jon Furr.

Award: \$50,000.00.

May 5, 2021 - June 20, 2022. (Other Sponsored Activities) Other.

Education Systems Center at NIU (EdSystems) will provide professional development and technical assistance for EFE systems and schools piloting Career Exploration and/or Career Development Experiences.

Illinois State Board of Education for "PDG B-5 FY 2021." Jon Furr.

Award: \$604,840.32. Cumulative \$754,840.32.

June 1, 2021 - December 31, 2022. (Other Sponsored Activities) Public Service.

NIU staff will support pursuit of high-level deliverables related to PDG B-5 data objectives.

# EDUCATIONAL TECHNOLOGY, RESEARCH AND ASSESSMENT

School District #201U, Crete-Monee for 'Mentoring Program Needs Analysis.' Todd D Reeves.

Award: \$2,975.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Illinois Association of School Business Officials for "Contract Courses: M.S.Ed. in School Business Management." Wei-Chen Hung.

Award: \$18,500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Miaoli County Government Education Department, Taiwan for 'Immersive Knowledge Network - Opening the World - Rollover.' Wei-Chen Hung.

Award: \$12,912.05.

April 1, 2021 - March 31, 2022. (Organized Research) Applied Research.

This project develops a student leadership and diversity awareness development program that allows Taiwanese high school students to become champions of an accepting, equitable learning community.

# **ELECTRICAL ENGINEERING**

Private Sponsor for ''Implementation of Bluetooth Low Energy (BLE) Standards in Connection Mode.'' Benedito J Fonseca.

Award: \$36,329.18.

May 1, 2021 - September 15, 2021. (Organized Research) Applied Research.

Implement the most important aspects of the BLE standard related to the Connection Mode by evaluating the performance of BLE Connection Mode, the impact of internal and external inference and the effect of configuration parameters on network performance.

Southern Illinois University at Edwardsville for 'Supporting Specialty Crop Production in the State of Illinois Through the Deployment of Tailored Robotic Technologies." Hasan Ferdowsi.

Award: \$12,442.57.

February 1, 2021 - December 31, 2021. (Organized Research) Applied Research.

The goal of this project is to develop robotic and remote sensing technologies tailored for specialty cropping systems.

National Institutes of Health/NIH/DHHS for 'Evaluation of Micro-Epidermal Actuators on Flexible Substrate for Noninvasive, Pediatric-Friendly Conductive Hearing Aid.' Mohammad Moghimi.

Award: \$140,603.36. Cumulative \$140,603.00.

April 1, 2021 - March 31, 2022. (Organized Research) Applied Research.

Funds are requested to evaluate the efficacy of the flexible substrate on acoustic coupling, adhesion strength and motion-related noises in pediatric friendly conductive hearing aids.

# **ENGINEERING TECHNOLOGY**

RYMAC Industries LLC for 'Research for Company Seeking to Develop Technologies with Hemp Residue.' Mahdi Vaezi, Robert Tatara.

Award: \$25,330.00.

April 15, 2021 - September 15, 2021. (Organized Research) Applied Research.

NIU will study developed technologies, in laboratory and commercial scales, using hemp residue in two industries: producing bioplastics having hemp as an additive and in the manufacture of pulp/paper.

Edward-Elmhurst Healthcare for ''Patient Discharge Transportation Process Improvements @ Edward-Elmhurst Healthcare.'' Shanthi Muthuswamy, Purushothaman Damodaran.

Award: \$572,899.32. Cumulative \$859,734.54.

June 1, 2021 - May 15, 2023. (Organized Research) Applied Research.

Four engineers in residence will assist Edward-Elmhurst Healthcare to develop policies and procedures surrounding the patient discharge process.

# **ENVIRONMENTAL STUDIES**

Institute of International Education for "Visiting Scholar." Melissa E Lenczewski, Eric A Jones.

Award: \$25,000.00.

May 12, 2021 - May 11, 2022. (Organized Research) Applied Research.

The purpose of the funds is to support a visiting research scholar.

# EXECUTIVE VICE PRESIDENT AND PROVOST

Partnership for College Completion for "Supporting Student Success in Math." Beth Ingram, Omar A Ghrayeb.

Award: \$12,000.00.

May 1, 2021 - December 31, 2021. (Instructional Programs) Instructional Programs.

The purpose of the project is to hire and train tutors to offer supplemental instruction in math coursework for undergraduate students.

#### GEOGRAPHIC AND ATMOSPHERIC SCIENCES

DeKalb County Economic Development Corporation (DCEDC) for ''Graduate Student Internship with DeKalb County Economic Development Corporation.'' Philip P Young.

Award: \$5,040.00. Cumulative \$18,945.00.

May 15, 2021 - August 15, 2021. (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 the DCEDC.

# GEOLOGY AND ENVIRONMENTAL GEOSCIENCES

University of Colorado, Boulder for ''Competing Mechanisms for Injection-Induced Seismicity: Fluid Generated Stress Change or Coulomb Static Stress Transfer.'' Megan R Brown.

Award: \$20,011.24.

April 1, 2021 - March 31, 2022. (Organized Research) Applied Research.

The goal is to understand fundamental processes linking injection-initiated pore pressure diffusion and triggering of seismicity and provide scientifically based operational guidance for mitigating seismicity associated with energy development.

# **GRADUATE SCHOOL**

Waubonsee Community College for ''Graduate Student Placements at Waubonsee Community College.'' Purushothaman Damodaran.

Award: \$810.00. Cumulative \$112,455.60.

May 15, 2021 - June 1, 2021. (Instructional Programs) Instructional Programs.

This project provides three graduate assistants to Waubonsee Community College to work under the Dean of Students in the areas of student affairs (two students), and the under the athletics manager to work with the athletics trainer (one student).

Waubonsee Community College for 'Graduate Student Placements at Waubonsee Community College.' Purushothaman Damodaran.

Award: \$17,521.00. Cumulative \$112,455.60.

July 1, 2021 - May 15, 2022. (Instructional Programs) Instructional Programs.

This project provides three graduate assistants to Waubonsee Community College to work under the Dean of Students in the areas of student affairs (two students), and the under the athletics manager to work with the athletics trainer (one student).

# **HISTORY**

Russian Science Foundation for 'Imaginary Anthropocene: Environmental Knowledge Production and Transfers in Siberia in the XX-XXI Centuries.' Andy R Bruno.

Award: \$13,812.00.

July 1, 2020 - June 30, 2021. (Organized Research) Basic Research.

#### INDUSTRIAL AND SYSTEMS ENGINEERING

Elgin Industries for 'Process Improvements in Push Rod Manufacturing Area.' Christine V Nguyen, Purushothaman Damodaran.

Award: \$34,986.16.

July 1, 2021 - December 31, 2021. (Organized Research) Applied Research.

Funds are requested to develop a new layout for the push rod manufacturing area and conduct a benefit to cost analysis to justify process improvements.

Richard Wolf Medical Instruments Corporation for 'Senior Design Project: RWMIC Lean Repair Project.' Purushothaman Damodaran.

Award: \$7,500.00.

August 1, 2020 - July 31, 2021. (Instructional Programs) Instructional Programs.

Paragon Medical, Inc. for "Senior Design Project: Paragon Medical: Improving Metrology Calibration Frequency and Traceability." Purushothaman Damodaran.

Award: \$7,500.00.

January 1, 2021 - April 30, 2021. (Instructional Programs) Instructional Programs.

AGCO Corp. for "Senior Design Project: A Lean Assessment of Agco's Compact Utility Tractor Assembly Lines." Purushothaman Damodaran.

Award: \$7,500.00.

August 1, 2020 - July 31, 2021. (Instructional Programs) Instructional Programs.

Elgin Industries for ''Distribution Improvement at Elgin Industries.'' Ziteng Wang/Christine V Nguyen.

Award: \$34,974.82.

July 1, 2021 - December 31, 2021. (Organized Research) Applied Research.

Funds are requested to analyze and improve the processes and operations of the distribution area at Elgin Industries.

# KINESIOLOGY AND PHYSICAL EDUCATION

Illinois Department of Juvenile Justice for "Fitness Leadership Experience (FLEX)." Jennifer M Jacobs, Zachary Wahl-Alexander.

Award: \$13,590.00. Cumulative \$58,590.00.

May 16, 2021 - August 15, 2021. (Other Sponsored Activities) Public Service.

The purpose of the program is to establish mentoring relationships at a youth center to provide educational programming that promotes fitness and health.

# LEADERSHIP, EDUCATIONAL PSYCHOLOGY AND FOUNDATIONS

Illinois Association of School Business Officials for "Contract Courses: M.S.Ed in School Business Management." Carolyn J Pluim.

Award: \$323,449.98.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #205, Rockford for ''Contract Courses: M.S.Ed. in Educational Administration.'' Carolyn J Pluim.

Award: \$144,000.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

# MECHANICAL ENGINEERING

Fermi National Accelerator Laboratory for ''Dark Matter Searches Employing Quantum Metrology.'' Iman Salehinia.

Award: \$6,426.00. Cumulative \$58,004.00.

May 16, 2021 - August 15, 2021. (Organized Research) Applied Research.

Professor Iman Salehinia will mentor a graduate student in the design and analysis of components for dark matter searches employing quantum metrology.

Argonne National Laboratory for ''Modeling support to advance the performance of next-generation batteries at Argonne.'' Kyu Taek Cho.

Award: \$18,956.70. Cumulative \$33,321.00.

March 15, 2021 - September 15, 2021. (Organized Research) Applied Research.

Funds are requested to provide the computational modeling/simulation support to improve performance of the batteries under development in Dr. Srinivasan's group at Argonne.

# MORGRIDGE ENDOWED CHAIR, COLLEGE OF EDUCATION

National Science Foundation/NSF for "Collaborative Research: DTI: Implementing Mixed Reality for Inclusive and Embodied Learning for Young Children." Yanghee Kim, Jaejin Hwang.

Award: \$642,621.47. Cumulative \$642,621.00.

September 1, 2021 - August 31, 2024. (Organized Research) Applied Research.

This project aims to study the development of a mixed-reality environment combining a robot and augmented reality for young children.

# NORTHERN PUBLIC RADIO

Corporation for Public Broadcasting for "2021 Community Service Grant." Staci Hoste.

Award: \$203,380.00.

October 1, 2020 - September 30, 2021. (Other Sponsored Activities) Public Service.

Funds are used to support high quality public programming.

Illinois Arts Council Agency (IACA) for "IACA WNIU Operating FY22." Staci Hoste.

Award: \$9,575.00.

June 1, 2021 - May 31, 2022. (Other Sponsored Activities) Other.

IACA grant funds enable the people of Illinois to have access to locally operated public radio and television stations that provide unique services to their communities, including local productions, arts programming, educational outreach & local & region.

Illinois Arts Council for "IACA WNIJ Operating FY22." Staci Hoste.

Award: \$9,575.00.

June 1, 2021 - May 31, 2022. (Other Sponsored Activities) Other.

IACA grant funds enable the people of Illinois to have access to locally operated Public Radio and Television stations that provide unique services to their communities, including local productions, arts programming, education outreach, local & regional.

Corporation for Public Broadcasting for "American Rescue Plan Act Stabilization Grant." Staci Hoste.

Award: \$181,927.00.

July 1, 2021 - June 30, 2022. (Other Sponsored Activities) Public Service.

Funds will be used to maintain the grantee's public media station's programming and services impacted by the coronavirus and attendant loss of revenues.

Illinois Arts Council for "FY21 BSG-U." Staci Hoste.

Award: \$8,950.00.

January 4, 2021 - January 3, 2022. (Other Sponsored Activities) Public Service.

Funds are used for high quality public radio programming.

Illinois Arts Council for "FY21 BSG-J." Staci Hoste.

Award: \$8,950.00.

January 4, 2021 - January 3, 2022. (Other Sponsored Activities) Other.

Funds are used for high quality public radio programming.

# **NURSING**

Illinois Board of Higher Education for ''IBHE Nurse Educator Fellowship--FY 2021.'' Cristan C Sabio.

Award: \$10,000.00.

March 11, 2021 - March 10, 2022. (Organized Research) Applied Research.

Funding will provide a fellowship for a faculty member in the School of Nursing.

Illinois Board of Higher Education for "FY21 Nursing School Grant." Nancy M Petges, Jie Chen.

Award: \$99,947.32.

April 22, 2021 - December 30, 2021. (Other Sponsored Activities) Other.

This grant will provide funds for the School of Nursing to improve diversity and academic equity in its student body.

# P-20 CENTER

Illinois State Board of Education for "FY21 Summer Migrant Education Program." Susana Das Neves.

Award: \$115,461.00.

April 1, 2021 - August 31, 2021. (Other Sponsored Activities) Public Service.

The purpose of the Migrant Education Program (MEP) funding is to develop and provide supplemental educational services to migrant children.

#### **PHYSICS**

Argonne National Laboratory for "NIU to Argonne Joint Appointment: Dr. Andreas Glatz. FY21." Andreas Glatz.

Award: \$34,483.50. Cumulative \$132,549.08.

May 16, 2021 - August 15, 2021. (Organized Research) IPA or Joint Appointment.

Funds are being used to support a joint appointment between NIU and Argonne National Laboratory for Dr. Andreas Glatz.

Department of Energy for ''Nonlinear Dynamics of Integrable Hamiltonian Systems for Novel Particle Accelerators in High Energy Physics.'' Bela Erdelyi.

Award: \$75,000.00. Cumulative \$225,000.00.

July 1, 2021 - June 30, 2022. (Organized Research) Basic Research.

The project will undertake a comprehensive investigation of the dynamics of nonlinear integrable Hamiltonian systems for particle accelerators in high energy physics, with a special emphasis on the Integrable Optics Test Accelerator (IOTA) at Fermilab.

Office of Science/Department of Energy for "Detector R&D: 5-D Dual-Readout Calorimetry for the Next Generation of HEP Experiments." Corrado Gatto, Jerry Blazey, Michael J Syphers, Vishnu V Zutshi.

Award: \$99,999.63. Cumulative \$200,000.00.

April 1, 2021 - March 31, 2022. (Organized Research) Applied Research.

The purpose of this proposal is the development of a novel 5-D calorimetric that will allow significant improvements in particle identification and tractability of high-density particle environments.

Columbia University for 'ATLAS Detector Upgrade Construction for High-Luminosity LHC.'' Dhiman Chakraborty.

Award: \$101,597.17. Cumulative \$142,953.00.

January 1, 2021 - September 30, 2021. (Organized Research) Basic Research.

Funds are requested to construct low-voltage power supply boxes for the front-end electronics of the HL-LHC upgrade of the ATLAS Tile Hadronic Calorimeter.

Argonne National Laboratory for ''Research on Ion Transport in Nanostructured Liquids Observed by X-Ray Photon Correlation Spectroscopy.'' Jyotsana Lal.

Award: \$28,890.54. Cumulative \$28,891.00.

June 1, 2021 - May 31, 2022. (Organized Research) Applied Research.

This project will use and develop new coherent x-ray methods, such as X-ray Photon Correlation Spectroscopy (XPCS), to observe the high-speed dynamics of complex fluids.

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

Award: \$65,507.86. Cumulative \$649,656.58.

September 16, 2020 - September 15, 2021. (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.

Fermi National Accelerator Laboratory for "High Luminosity (HL) LHC CMS Detector Upgrade Project Endcap Calorimeter." Vishnu V Zutshi, Alexandre S Dychkant, Nicholas A Pohlman, Iman Salehinia.

Award: \$201,694.00. Cumulative \$529,687.00.

April 1, 2022 - July 31, 2022. (Organized Research) Applied Research.

NIU will provide test beam support especially in the area of data acquisition software on the High Luminosity LHC CMS Detector Upgrade Project Endcap Calorimeter.

Argonne National Laboratory for "University to Argonne Joint Appointment - Dr. Xueying Lu." Xueying Lu.

Award: \$17,552.85. Cumulative \$75,193.65.

May 16, 2021 - August 15, 2022. (Organized Research) IPA or Joint Appointment.

Funds are being used to support a joint appointment between NIU and Argonne National Laboratory for Dr. Xueying Lu.

Argonne National Laboratory for "Xiao Joint Appointment NIU-ANL FY 21." Zhili Xiao.

Award: \$45,395.28. Cumulative \$167,295.08.

May 16, 2021 - August 15, 2021. (Organized Research) IPA or Joint Appointment.

Funds are being used to support a joint appointment between NIU and Argonne National Laboratory for Dr. Zhili Xiao.

# PRECOLLEGIATE-UPWARD BOUND

Office of Postsecondary Education/Department of Education for "Upward Bound Program." Felicia R Bohanon.

Award: \$19,741.00. Cumulative \$2,245,323.00.

June 1, 2020 - May 31, 2021. (Other Sponsored Activities) Public Service.

Funds will be used to identify, select and serve 120 low-income, potential first-generation college students who lack the adequate preparation to successfully pursue a postsecondary education and need academic support.

#### **PSYCHOLOGY**

University of Ottawa for ''Parent Engagement in the Learning of Children with ADHD.'' Julia A Ogg, Alecia M Santuzzi, Liz Shelleby.

Award: \$19,584.00. Cumulative \$42,225.24.

April 1, 2021 - August 31, 2021. (Organized Research) Applied Research.

This project will examine the reciprocal relationships between parent engagement and child ADHD symptoms, and how these relationships influence academic and social-emotional outcomes over time.

Winnebago County for ''Research and Evaluation of the Winnebago County Adult Drug Court Program.'' Julie L Crouch.

Award: \$68,921.17. Cumulative \$203,480.25.

September 30, 2020 - September 29, 2021. (Other Sponsored Activities) Public Service.

NIU will serve as the primary research partner/local evaluator for the Winnebago County Adult Drug Court Enhancement Project.

# **PUBLIC ADMINISTRATION**

Village of Schiller Park for "MPA Internships." Kurt M Thurmaier.

Award: \$16,222.50.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Little City Foundation for 'MPA Internships.' Kurt M Thurmaier.

Award: \$8,497.50.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Region 1 Planning Council for "MPA Internships." Kurt M Thurmaier.

Award: \$18,585.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Village of Hinsdale for "MPA Internships." Kurt M Thurmaier.

Award: \$5,407.50.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Opportunity DeKalb for "MPA Internships." Kurt M Thurmaier.

Award: \$16,222.50.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Village of Hoffman Estates for "MPA Internships." Kurt M Thurmaier.

Award: \$13,905.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Intergovernmental Risk Management Agency for "MPA Internships." Kurt M Thurmaier.

Award: \$16,222.50.

Village of Glen Ellyn for "MPA Internships." Kurt M Thurmaier.

Award: \$17,792.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Elk Grove Village for "MPA Internships." Kurt M Thurmaier.

Award: \$16,222.50.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

Village of Gurnee for "MPA Internships." Kurt M Thurmaier.

Award: \$10,815.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

City of Geneva for "MPA Internships." Kurt M Thurmaier.

Award: \$16,222.50.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

#### **PUBLIC SAFETY**

Illinois Department of Public Health for "EMS Assistance 2021." Darren D Mitchell.

Award: \$2,498.00.

July 1, 2020 - June 30, 2021. (Other Sponsored Activities) Other.

The purpose of the project is the purchase of a climate-controlled case for the storage of medications in the NIU Department of Police and Public Safety.

# REGIONAL TECHNOLOGY SERVICES

Whitt Law, LLC for "Sales and Service Contract." Lisa Kaye Bergeron.

Award: \$2,500.00.

July 1, 2020 - June 30, 2021. (Other Sponsored Activities) Other.

Springfield Sangamon Growth Alliance for "Sales and Service Contract." Lisa Kaye Bergeron.

Award: \$1,600.00.

July 1, 2020 - June 30, 2021. (Other Sponsored Activities) Other.

DeKalb County Economic Development Corporation for "Sales and Service Contract." Lisa Kaye Bergeron.

Award: \$3,500.00.

July 1, 2020 - June 30, 2021. (Other Sponsored Activities) Other.

#### REPORT CARDS

Illinois State Board of Education for 'Illinois Interactive Report Card FY22.' Alan D Clemens.

Award: \$2,565,000.00.

July 1, 2021 - June 30, 2022. (Other Sponsored Activities) Public Service.

Innovation and improvement for FY22 in the MyllRC (Illinois Interactive Report Card) data portal with respect to continuous improvement planning and 21st Century CLC benchmarking tools.

#### SCHOOL OF ART AND DESIGN

National Gallery of Art for "Visualizing Difference in Roman Art: Portraits of Aethiopians and the Limits of Ethnic Representation." Sinclair Bell.

Award: \$7,000.00.

June 15, 2021 - August 15, 2021. (Organized Research) Applied Research.

This project undertakes research for a scholarly monograph under a Leonard A. Lauder Senior Visiting Fellowship from the National Gallery of Art.

National Endowment for the Humanities/National Foundation on the Arts and Humanities for ''NEH Fellowship: Race and Representation in the Roman Empire: Images of Aethiopians in Imperial Visual and Material Culture.'' Sinclair Bell.

Award: \$60,000.00.

May 1, 2022 - April 30, 2023. (Organized Research) Applied Research.

This book project investigates how artists and their social patrons conceptualized racial difference in the Roman empire (c. 100 BCE-200 CE).

# SCHOOL OF HEALTH STUDIES

University of Illinois at Urbana-Champaign for "A Comprehensive Public Health Approach to Asthma Control Through Evidence-Based Interventions." Arlene M Keddie.

Award: \$26,206.00.

September 1, 2020 - August 31, 2021. (Other Sponsored Activities) Testing/Evaluation.

This project will support evaluation for the Illinois Department of Public Health (IDPH), Office of Health Promotion's project "A Comprehensive Public Health Approach to Asthma Control Through Evidence-Based Interventions."

#### SPECIAL AND EARLY EDUCATION

School District #145, Freeport Public Schools for 'Professional Development Sessions: Math Interventions.' Laura R Hedin.

Award: \$5,670.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

School District #131, East Aurora for 'Professional Development Session: Strategies for Tier 1 and Tier 2 Behavioral Supports in a Virtual Environment.' Lisa M Liberty.

Award: \$500.00.

July 1, 2020 - June 30, 2021. (Instructional Programs) Instructional Programs.

### **UNIVERSITY LIBRARIES**

Ohio University for "LuceSEA with CORMOSEA/UM." Hao N Phan.

Award: \$132,110.00. Cumulative \$470,342.00.

June 6, 2021 - June 5, 2022. (Other Sponsored Activities) Other.

Funding will help to strengthen digital collections on Southeast Asian studies through the documentation of Cham religious rites, digitization of selected palm leaf manuscripts, and development and updating of online language and cultural materials.

# INNOVATION REPORT

The mission of the Office of Innovation is to support the transformation of NIU ideas from inception to impact. We envision a thriving innovation ecosystem focusing on inclusivity, approachability, and societal benefit. The Office of Innovation strategy in the near to medium term focuses on developing an inclusive culture of innovation across the NIU campus and broader community; investing in and developing critical enablers that help catalyze and drive innovation ecosystem growth; and supporting strategic development.

A key component of our strategy is the 71 North Partnership Studio. This enterprise-level innovation center serves as the center of gravity for the Office's innovation programs and initiatives. With its location in the heart of campus at the Founders Memorial Library, 71 North provides a readily accessible conduit for catalyzing inclusive innovation with students, faculty, alumni, industry, and community.

The model for the studio centers on creating a thriving micro innovation ecosystem by providing valuable, relevant program content that grows and develops the culture and community of innovators in exchange for leasing revenue from coworking industry partners and in-kind services from more resource constrained partners such as student/faculty/alumni/community start-ups. Innovation-focused grants will help augment the funding required to continue developing relevant, quality programming. As of this August, the Office of Innovation has facilitated two related lease agreements with industry partners—one with Experimentica (locating in wet lab space in the Montgomery Building) and the other with Premier Crop (locating in the 71 North Partnership Studio). Both entities aim to be deeply involved in innovation activities in the 71 North Partnership Studio, in collaborative research, and in student employment. Experimentica will also be taking advantage of fee-based services through the Molecular Analysis Core Lab, further demonstrating the important financial impact of these kinds of partnerships.

In terms of the programming the Office will offer this fall at 71 North, the team will be providing startup incubation sessions, technology and trends subject matter expert talks, pitch contests, catalytic coffee sessions, facilitated innovation club meetings, grantsmanship development training, and strategic development efforts. Innovation Hours, the Office's twice-weekly standing session for engaging the campus, will feature the innovation team opening the doors to the Partnership Studio every Wednesday and Thursday morning from 9am-12pm to invite students, faculty, alumni, and community members to meet with the team. The team will use the time to assist with addressing startup questions, concept ideation, and intellectual property matter concerns. The open doors of the Innovation Hours will make the team more accessible to a broader audience in a more relaxed environment and will help encourage walk-in engagement in innovation related activities. This will also provide students with the opportunity to experience innovation activities, such as startup incubation, firsthand while affording them the chance to participate and get involved.

In tandem with the Innovation Hours, the Office will continue its Innovation Conversation Series. This series features fireside chat discussions by leaders across a range of technical fields and disciplines, providing in depth windows into technology trends, challenges, and research and innovation opportunities. There will also be a miniseries that features entrepreneur "tales from the trenches"—real life experiences of successes and failures in startup businesses. These talks will seek to especially highlight women entrepreneurs and underrepresented minority entrepreneurs. Each talk in the series will allow for students to ask questions and network with the entrepreneurs.

In addition to the entrepreneur stories, there will be several tech topics that align with the Northern Illinois Center for Community Sustainability (NICCS) food systems thrust. The Office will also partner with Innovation DuPage, Dell, local law offices, and others ecosystem members to provide additional exciting series topics such as deep dives into augmented reality, data and privacy, and emerging trends in technology. The Office is actively seeking collaboration opportunities with faculty to develop additional topics relevant to specific research interests that cross-cut domains.

The Office of Innovation will be partnering with faculty from across campus to help launch a new program focused on helping faculty develop grantsmanship skills and build multidisciplinary collaborative innovation networks. STARS (<u>Strategically Training</u>, <u>Academic Research and Scholarship</u>) is a faculty academy for building grantsmanship skills, developing better networks and exploring opportunities for collaborative innovation. STARS was inspired by the College of Health and Human Sciences Doctorate in Health Sciences course called Research Positioning and Grantsmanship Skills. Skill sets taught in this course are valuable for doctorate-level students and faculty aiming to capacity build positioning in a focused area of research to improve the likelihood of successful grant applications. STARS represents an initial pilot effort as part of a broader strategy for implementing research development practices at NIU. Initial programming will include facilitated lunch-and-learn sessions, teambuilding events like bowling, and poster sessions for sharing research interests and networking. An advisory committee of senior faculty and staff will be serving to guide both the program content and long-term objectives of the program.

This summer, the Office helped launch a new student-led Innovation Club. The Innovation Club will provide students from across NIU, regardless of academic discipline, an opportunity to engage in innovation activities. The Club is focused on fostering an inclusive innovation ecosystem that bridges colleges and cultures and inspires creativity, curiosity, and collaborative innovation. The Office views the Club as a key opportunity to engage with students in innovation, gain insight into student innovation interests, as well as leverage student creativity in developing potential innovation opportunities for NIU IP. With support from the Office of Innovation, the Club's founding President, a third-year student in the College of Law, has developed an ambitious agenda that includes site visits to regional accelerators and national labs, tech-watch parties, NIU STEM Fest involvement, and IP concept ideation sessions.

In collaboration with the NIU Foundation, the Office of Innovation helped fund and launch an Innovation Fund. The I-Fund will support student and faculty innovation opportunities. In particular, the Office of Innovation aims to utilize funds to create a summer Innovation Fellows Program, where students would reside on campus over the summer months and work with the Office of Innovation on startup concepts. The Fellows Program will be open to all, though women entrepreneurs and underrepresented minority entrepreneurs will be encouraged to apply. The Office of Innovation will look to continue to increase its contributions year-over-year to the I-Fund by leveraging revenue received from its 71 North Partnership Studio leases.

For ongoing efforts in NIU intellectual property strategy and management, the team facilitated a major change to the IP policy, which will increase inventor share from 33.3% to 50%. This will place NIU in an elite category of universities with the most favorable of inventor share terms and will further incentivize innovation productivity. This change is pending faculty senate approval.

The Office anticipates the launch of two medical device products that leverage NIU IP within the next two years. The first, a noise cancelling incubator system for use in neonatal intensive care units will undergo FDA submission this August with approval and launch anticipated within one year of submission. The second, an imaging system for proton therapy in cancer patients is expected to undergo regulatory submission this calendar year. We anticipate approval in calendar year 2022. Lastly, we have been working with the College of Business to develop commercialization plans for NIU patented technologies. Based on these initial efforts, we plan to

expand student involvement in our IP commercialization efforts, including involving the Innovation Club in specific activities.

In support of strategic development, the Office of Innovation played a leading role in the Strategic Development Team's Community Project Fund efforts. Team members assisted in multiple proposal submissions and provided significant facilitation and support to the Understanding and Mitigating Future Weather and Climate Risks to American Agriculture proposal. This proposal, endorsed by Congressman Kinzinger's office, has been allocated \$660,000 from the National Oceanic and Atmospheric Administration (NOAA).

# FISCAL YEAR 2020 AUDIT AND FINANCIAL RESULTS

# Financial Audit Results for the Year Ended June 30, 2020

The university's financial statement audit for the year ended June 30, 2020, was completed and released by the Office of the Auditor General on Tuesday June 2, 2021. The university received an unmodified audit opinion, which is the best possible outcome. Financial audit fieldwork was substantially complete as of December of 2020. However, the release of the FY20 financial audit was significantly delayed due to statewide census data testing procedures related to the State University Retirement System (SURS) and other post-employment benefit (OPEB) plans. As a result of this testing, all public universities in Illinois received an audit finding related to internal controls over SURS and Central Management Services (CMS) census data. This finding is noted in the auditor's report on internal control over financial reporting and on compliance and other matters performed in accordance with Government Auditing Standards for the fiscal year ended June 30, 2020. No other findings were noted in this report. Additionally, no audit adjusting journal entries were proposed during the course of the audit and no past adjustments were noted.

# Financial Results for the Year Ended June 30, 2020

The university's net position decreased from \$167.8M in FY19 to \$129.8M in FY20, a decrease of \$38.0M. These final FY20 year-end results are unchanged from the FY20 update provided at the November 12, 2020, Finance, Audit, Compliance, Facilities, and Operations Committee meeting.

The university's working capital, a measure of the university's ability to meet its short-term obligations, decreased from \$24.1M in FY19 to \$19.9M in FY20. The resulting working capital ratio decreased from 1.35 in FY19 to 1.32 in FY20. The decrease in working capital and the working capital ratio is primarily due to a decrease in cash and investments as a result of the impacts of COVID-19. The university's FY20 working capital ratio of 1.32 fell within the target working capital ratio range of 1.20 to 2.00

The university's long-term debt payable decreased from \$341.1M in FY19 to \$337.2M in FY20, a decrease of \$3.9M. The decrease of \$3.9M is due to repayment of principal in FY20 and the results of the refunding of the Series 2010 and Series 2011 Auxiliary Facilities System Revenue Bonds with the issuance of the Series 2020A and 2020B Auxiliary Facilities Systems Revenue Bonds. As a result of the refinancing on April 1, 2020, the outstanding principal on the Auxiliary Facilities Systems revenue bonds was decreased by \$19.1M and the university achieved a cash flow savings of \$52.1M over the course of the loan.

# Compliance Examination Results for the Year Ended June 30, 2020

The university's compliance examination for the year ended June 30, 2020, was completed and released by the Office of the Auditor General on Wednesday June 9, 2021. The university received an unmodified opinion on its Report on State Compliance, on Internal Control Over Compliance, and on Supplementary Information for State Compliance Purposes. Additionally, the university received an unmodified opinion on its Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance.

The Summary of Findings reported a total of 16 findings for the year ended June 30, 2020, compared to twelve findings for the year ended June 30, 2019. Audit findings are reported and classified into two categories as either a material weakness or significant deficiency. A material

weakness is the most severe type of audit finding. A significant deficiency is less severe than a material weakness, yet still considered important enough to merit attention in the report.

Of the 16 findings in the current year, one was classified as a material weakness and the remaining 15 were classified as significant deficiencies. Three of the prior year findings were implemented and not repeated in the current year report. Summary information in support of the 16 findings, including the finding description, audit recommendation, and associated risk as defined by the auditors are included in the following item, FY20 External Audit Corrective Action Plans Update, Agenda Item 7.b.

# FISCAL YEAR 2020 EXTERNAL AUDIT CORRECTIVE ACTION PLANS UPDATE

As a result of FY20 audit findings, the university developed formal corrective action plans intended to strengthen internal controls and address each audit recommendation as described in the FY20 Examination. There were 16 total material audit findings, of which nine were repeated from the prior year. The total number of findings increased by four compared to the prior year. The average number of findings received for all nine Illinois public institutions was 15.

Management has engaged Internal Audit to test the status of corrective action plans for FY20 material audit findings, which plays a critical role in tracking progress to date. Testing has been completed for FY20 corrective actions plans and a final report issued. This report helped inform the status update provided here. Responsible officers have provided status updates on corrective action steps taken during FY21 to address material audit findings. Enclosed is a summary on the corrective action plans that includes the finding description, audit recommendation, and associated risk as defined by the auditors. As noted in the chart below, corrective action plans have been fully implemented, partially implemented where significant progress has been made towards full implementation, or not implemented where corrective action has not begun. This status update on corrective actions is current as of August 2021.

	Description of I mong		
Finding 2020-001	Inadequate Internal Controls over Census Data	Not Implemented	
Finding 2020-002	Enrollment Status Reporting (repeated)	Implemented	
Finding 2020-003	Inadequate Controls over Awarding of Direct Loans	Partially	
Tinding 2020-003	inadequate Condois over Awarding of Direct Loans	Implemented	
Finding 2020-004	Information Technology Risk Assessment Not Performed	Not Implemented	
Finding 2020-005	Inadequate Internal Controls over Contracts (repeated)	Partially	
Finding 2020-003	inadequate internal Controls over Contracts (repeated)	Implemented	
Finding 2020-006	Failure to Submit Proper Time Reporting (repeated)	Partially	
1 mang 2020-000	randre to Submit Proper Time Reporting (repeated)	Implemented	
Finding 2020-007	Lack of Annual Performance Reviews (repeated)	Partially	
Tinding 2020-007	Lack of Almuai i efformance Reviews (repeated)	Implemented	
Finding 2020-008	Inadequate Controls over I-9 Forms (repeated)	Partially	
- maing 2020 000	` • /	Implemented	
Finding 2020-009	Inadequate Controls over Employee Terminations	Partially	
	(repeated)	Implemented	
Finding 2020-010	Noncompliance with the Business Enterprise for Minorities,	Partially	
	Women, and Persons with Disabilities Act (repeated)	Implemented	
Finding 2020-011	Subsidies Between Accounting Entities (repeated)	Partially	
		Implemented	
Finding 2020-012	Inadequate Controls over Property and Equipment	Implemented	
1 mang 2020 012	(repeated)	_	
Finding 2020-013	Noncompliance with the Illinois Articulation Initiative Act	Partially	
- mang 2020 013	Trencompliance with the filmels in treatment intitudity of rec	Implemented	
Finding 2020-014	Lack of Annual Employee Trainings	Partially	
1 manig 2020 014	1 , 0	Implemented	
Finding 2020-015	Lack of Adequate Controls over the Review of Internal	Partially	
	Controls over External Service Providers	Implemented	
Finding 2020-016	Weaknesses in Cybersecurity Programs and Practices	Implemented	

**Description of Finding** 

Status

**Finding Number** 

Barriers that limit full implementation include navigating the global pandemic, limited financial and staff resources, staff turnover, increased workloads, limited information technology functionality, and competing priorities. In addition, the FY20 compliance examination report was not final until May 19, 2021, which reduces the amount of lead time available to implement all corrective actions by June 30, 2021.

The university is committed to instituting corrective actions and continuous improvement that will affect positive change, increase accountability, and foster good stewardship over university resources. The Ethics and Compliance Office assists the university campus in a proactive manner to ensure its activities comply with the laws, regulations, and policies that govern the university and adhere to the highest legal, professional, and ethical standards.

# **FY20 FINDINGS AND CORRECTIVE ACTIONS**

The summary update below includes the finding description, audit recommendation, and associated risk as defined by the auditors. University comments on implementation status follows. This information is current as of August 2021.

# Finding 2020-001: Census Data Testing

**Definition:** University did not have adequate internal control over reporting its census data and did not have a reconciliation process to provide assurance census data submitted to its pension and other postemployment benefits (OPEB) plans was complete and accurate. Auditor recommended that the university implement controls to ensure census data events are timely and accurately reported to State University Retirement Systems (SURS) and Central Management Systems (CMS). Further, they recommended that the university work with SURS and CMS to develop an annual reconciliation process of its active members' census data from its underlying records to a report from each plan of census data submitted to the plan's actuary.

**Risk:** Failure to ensure complete and accurate census data was reported to SURS and CMS could have resulted in a material misstatement of the university's financial statements and reduced the overall accuracy of pension/OPEB-related liabilities, deferred inflows and outflows of resources, and expense recorded by the State, the State's agencies, and other public universities and community colleges across the State. In addition, failure to reconcile active members' census data reported to and held by SURS and CMS to the university's internal records could result in each plan's actuary relying on incomplete or inaccurate census data in the calculation of the university's pension and OPEB balances, which could result in a material misstatement of these amounts.

# **Recommendation Status:** Not Implemented

Comments: Human Resource Services has real time processes and procedures in place for processing certifications, changes, and terminations in the SURS and CMS systems. Current processes and procedures will be revised to ensure that census data submitted to pension and other postemployment benefits (OPEB) plans is complete and accurate. Additionally, the university will collaborate with SURS, CMS, and Governors State University to improve reporting of census data at both the university and plan levels.

# Finding 2020-002: Enrollment Status Reporting

**Definition:** University did not complete enrollment status reporting to the U.S. Department of Education accurately or consistently with program enrollment requirements. Auditor recommended that the university establish and maintain internal controls to ensure program-level reporting is consistent with the campus-level enrollment status reporting.

**Risk:** If the program level reporting is inconsistent with the enrollment level reporting, the university risks noncompliance.

# **Recommendation Status:** Implemented

**Comments:** Registration and Records has corrected the system error that caused the initial discrepancy, has re-trained current staff, and has implemented a review process to ensure program-level reporting is consistent with the campus-level enrollment status reporting.

# Finding 2020-003: Inadequate Internal Controls over Awarding of Direct Loans

**Definition:** University did not appropriately re-evaluate student financial need after the fall semester. Auditor recommended that the university ensure student financial aid offered is appropriate based on federal regulations.

**Risk:** Students could receive additional unsubsidized loans to make up for the under-award of subsidized loans.

# **Recommendation Status: Partially Implemented**

**Comments:** The Financial Aid Office took immediate action to update its processes and to retrain staff to ensure compliance with federal regulations. The Financial Aid Office will develop an ad hoc system generated report to identify potential discrepancies in aid offered to students.

# Finding 2020-004: Information Technology Risk Assessment Not Performed

**Definition:** University did not document required information technology risk assessments related to student information security. Auditor recommended that the University perform and document a comprehensive risk assessment identifying internal and external risks to the security, confidentiality, and integrity of the students' information. In addition, they recommended that the University should ensure proper safeguards are in place to ensure the security of student information.

**Risk:** Without performing an adequate comprehensive risk assessment, the University is at risk of noncompliance with the Gramm-Leach-Bliley Act (GLBA). In addition, there is a risk that University systems and information could be vulnerable to attacks or intrusions, and these attacks may not be detected in a timely manner.

# **Recommendation Status:** Not Implemented

**Comments:** The Department of Information Technology currently has safeguards in place that ensure the security of student information. However, the university will evaluate the feasibility of performing a comprehensive information technology risk assessment.

# Finding 2020-005: Inadequate Controls over Contracts

**Definition:** University has not established adequate internal controls over contracts to ensure they are approved prior to performance and comply with all applicable State requirements. Auditor recommended that the university establish and maintain internal control procedure over contracts to ensure contracts are complete and properly approved prior to performance, and that contract obligation documents are filed timely. They also recommended that the university adhere to State laws and regulations.

**Risk:** Failure to include all required certifications may result in goods or services received failing to comply with State statutes and regulations, while not filing contract obligation documents with the Office of Comptroller is noncompliance with the Code and State regulation. Not fully executing a contract prior to the commencement of services or delivery of goods leaves the university vulnerable to unnecessary liabilities and potential legal problems.

# **Recommendation Status:** Partially Implemented

Comments: Procurement Services and Contract Management has begun establishing additional training for campus departments on university policies and procedures, creating vendor awareness and issuing reminders through an improved workflow process in efforts to mitigate performance prior to the completion of a purchase order. Also, staff are being retrained to implement filing requirements for all purchases exceeding \$20K, to obtain necessary documentation and process Emergency contracts in accordance with the Chief Procurement Office guidelines.

# Finding 2020-006: Failure to Submit Proper Time Reporting

**Definition:** University did not require all employees to submit time sheets as required by the State Officials and Employees Ethics Act. Auditor recommended that the university continue its efforts to develop and implement a program to require all employees to submit time sheets in accordance with the Act. They also recommended that the university enforce existing policies and procedures requiring appropriate supervisory review of timesheets.

**Risk:** By not obtaining appropriate time sheets from all its employees, the university lacks complete documentation of the time spent by faculty and staff on official State business as contemplated by the Act. In addition, by supervisors failing to review employee timesheets, errors could go undetected.

# **Recommendation Status:** Partially Implemented

**Comments:** Human Resource Services will continue to work with legislators to remove the requirement for faculty and graduate assistants and engage the university's legislative team to collaborate with the other universities to initiate legislation to remove the requirement. Until new legislation is passed, the university will continue to remind departments of the current written university policy.

# Finding 2020-007: Lack of Annual Performance Reviews

**Definition:** University did not conduct annual performance reviews for all its employees. Auditor recommended that the university take appropriate measures to ensure employee performance reviews are conducted annually.

**Risk:** Performance evaluations are a systematic and uniform approach used for the development of employees and communication of performance expectations to employees. Performance evaluations should serve as the foundation for salary adjustments, promotion, demotion, discharge, recall, and reinstatement decisions.

# **Recommendation Status:** Partially Implemented

**Comments:** Human Resource Services will continue to establish a reminder for supervisors of Supportive Professional Staff and required Civil Service evaluations.

# Finding 2020-008: <u>Inadequate Controls over I-9 Forms</u>

**Definition:** University has not established adequate controls over the completion of I-9 forms for employees hired by the university. Auditor recommended that the university enhance their controls over the process for preparing and reviewing the I-9 Forms to ensure compliance with United States Citizenship and Immigration Services (USCIS) requirements.

**Risk:** Failure to properly complete I-9 forms results in violation of USCIS requirements and could expose the university to penalties.

# **Recommendation Status:** Partially Implemented

**Comments:** Human Resources Services implemented a new process in FY21 for Form I-9 employment eligibility verification. The I-9 verification has been centralized and is now automated as part of the new employee onboarding process and expected to address this audit recommendation. Human Resource Services will continue to review and enhance controls during its review of the I-9s.

#### Finding 2020-009: Inadequate Controls over Employee Terminations

**Definition:** The university has failed to ensure necessary personnel actions occur timely for terminated employees. Auditor recommended that the university enhance control procedures to ensure timely removal of terminated employees from the university payroll. Additionally, they recommended that the university determine whether there were other instances of terminated employees receiving unearned compensation and take necessary actions to recover any other overpayments.

**Risk:** Failure to properly remove terminated employees from payroll in a timely manner can result in improper payments.

#### **Recommendation Status:** Partially Implemented

**Comments:** Human Resource Services continues to educate hiring departments, clarify current guidelines, and review strategies to better implement and streamline the termination process of non-status employees.

### Finding 2020-010: Noncompliance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act

**Definition:** University did not comply with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (Act). Auditor recommended that the university adhere to written procedures and establish internal controls to ensure compliance with applicable statutory and regulatory requirements.

**Risk:** Failure to implement policies and procedures evidencing contract review results in noncompliance with the Act.

#### **Recommendation Status:** Partially Implemented

**Comments:** Procurement Services has made substantive steps to implement the various requirements of the Act and associated administrative requirements. Final corrective action to document efforts of contract renewals six months in advance to ensure compliance with the Act are being implemented.

#### Finding 2020-011: Subsidies Between Accounting Entities

**Definition:** University had subsidies between accounting entities during the current fiscal year. Auditor recommended that the university review the activities of the accounting entities, ensure fees charged for services are sufficient to cover expenditures, and ensure subsidies between accounting entities do not occur.

**Risk:** Violation of University Guidelines.

#### **Recommendation Status:** Partially Implemented

**Comments:** The university implemented a multi-year plan to balance revenues and expenses of this activity, however, the plan has been delayed as a result of the COVID-19 pandemic. The university will resume its multi-year planning efforts in FY22 which will address subsidies between accounting entities.

#### Finding 2020-012: Inadequate Controls over Property and Equipment

**Definition:** University did not fully comply with requirements applicable to its property and equipment. Auditor recommended that the university continue to strengthen its internal controls over the accountability of university property and equipment.

**Risk:** The lack of proper controls over equipment may result in theft and misuse of assets, resulting in a loss to the university, as well as additional spending to replace those assets.

#### **Recommendation Status:** Implemented

**Comments:** Property Control has established policies and procedures for accountability of missing items including review from senior leadership. The university will continue to remind responsible officers on these policies and procedures.

#### Finding 2020-013: Noncompliance with the Illinois Articulation Initiative Act

**Definition:** University did not submit one course per initiative major under the Illinois Articulation Initiative (Initiative) for four initiative majors offered by the university. Auditor recommended that the university develop and implement procedures to ensure compliance with the Act.

**Risk:** Failure to fully participate in the Initiative by submitting at least one course per Initiative Major could lead to delays in NIU students receiving major credit for those courses if they choose to transfer to another participating Illinois university.

#### **Recommendation Status:** Implemented

**Comments:** As appropriate, academic departments have submitted syllabi for courses identified by statewide faculty panels to the appropriate bodies for consideration for articulation. The Registrar will be responsible for ongoing compliance with the Illinois Articulation Initiative Act.

### Finding 2020-014: Lack of Annual Employee Trainings

**Definition:** University did not conduct trainings for its employees as required by The State Officials and Employees Ethics Act (Act). Auditor recommended that the university ensure required employee trainings are conducted annually in accordance with the Act.

**Risk:** Failure to ensure employees receive timely sexual harassment training could result in employees being unaware of their responsibilities under the State Official and Employees Ethics act.

#### **Recommendation Status:** Partially Implemented

**Comments:** Human Resource Services will evaluate trainings completed as part of the employee onboarding process to ensure trainings are completed timely after hiring. Additionally, the university will implement a reminder system to ensure that required annual trainings are completed timely.

## Finding 2020-015: <u>Lack of Adequate Controls Over the Review of Internal Controls Over External Service Providers</u>

**Definition:** University had weaknesses regarding the review of independent internal control reviews over its service providers. Auditor recommended that the university strengthen its controls in identifying and documenting all service providers utilized. Further, we recommend the university obtain or perform independent reviews of internal controls with service providers at least annually. In addition, we recommend the university:

- Establish procedures to obtain and review System and Organization Control (SOC) reports to ensure adequate controls are established within the service providers' environment.
- Monitor and document the operation of the CUECs relevant to the university's operations.
- Either obtain and review SOC reports for subservice organizations or perform alternative procedures to satisfy itself that the existence of the subservice organization would not impact its internal control environment.
- Document its review of the SOC reports and review all significant issues with subservice organizations to ascertain if a corrective action plan exists and when it will be implemented, any impacts to the university, and any compensating controls.

**Risk:** Without having obtained and reviewed a SOC report or another form of independent internal control reviews, the university does not have assurance the service providers' internal controls are adequate to ensure services provided are accurate and secure.

#### **Recommendation Status:** Partially Implemented

**Comments:** The university has procedures to obtain and review SOC reports for its service providers. However, the university will establish a process for documenting all service providers utilized and establish procedures for documenting its request and review of the SOC reports.

#### Finding 2020-016: Weaknesses in Cybersecurity Programs and Practices

**Definition:** University has not implemented adequate internal controls related to cybersecurity programs and practices. Auditor recommended that the university:

- Establish a risk management framework to assist in ensuring its risks are identified, managed, and mitigated where appropriate.
- Review the process and controls related to requiring new hires to complete information security training as part of the onboarding process. In addition, requirements for active employees to complete information security training should also be reviewed to ensure each employee completes the required training and maintain documentation of such.
- Review the process and controls related to disabling terminated users' accounts in all
  application systems to prevent unauthorized access or activity.

**Risk:** The lack of adequate cybersecurity programs and practices could result in unidentified risk and vulnerabilities and ultimately lead to the university's volumes of personal information being susceptible to cyber-attacks and unauthorized disclosure.

#### **Recommendation Status:** Implemented

**Comments:** The Division of Information Technology has implemented an on-going process for tracking new hire security training. The Division of Information Technology has also implemented process enhancements to improve security training completion and is working to further enhance the process through automation. The Division of Information Technology has implemented an automatic solution for disabling terminated user accounts access.

#### PRIOR FINDINGS NOT REPEATED

#### Finding 2019-002: Failure to Notify Student of Loan Disbursement

#### **Auditor Comments:**

During the current year audit, we noted the university strengthened its controls over notifying students of their direct loan disbursements. Similar exceptions were not noted during our current year testing.

#### Finding 2019-005: Noncompliance with Campus Security Enhancement of 2008

#### **Auditor Comments:**

During the current examination, we noted the university improved controls to ensure that required criminal background investigations were conducted prior to employment for those employees hired for security sensitive positions. Similar exceptions were not noted during our current year testing.

## <u>Finding 2019-012: Lack of Contingency Planning or Testing to Ensure Recovery of Computer Systems</u>

#### **Auditor Comments:**

During the current examination, the university had updated its Disaster Recovery Plan and had conducted testing of its computer environment.

# QUARTERLY SUMMARY REPORT OF TRANSACTIONS IN EXCESS OF \$100,000 FOR THE PERIOD APRIL 1, 2021 TO JUNE 30, 2021

Purchase Amount	No. of Transactions	Appropriated*	Non- Appropriated	Total
Over \$100,000	15	\$538,724	\$1,788,446	\$2,327,170

#### TRANSACTIONS DETAIL:

#### **Purchases**:

- 1. The Provost Office requested permission to renew their software license for Explorance Blue Base Technology, Blue Text Analytics Engine, Hosting, and Hosted Test server for the period July 1, 2021 through June 30, 2022. This order was exempt from advertising per (30 ILCS 500/1-13(b)(5)). (Explorance Inc., Chicago, IL)
- 2. Renewal was required of the open order used to obtain charter bus services for the period July 1, 2021 through June 30, 2022. This was the fourth renewal of nine 1-year renewal options allowed in the Invitation for Bid (KMC061417) opened on June 14, 2017. The renewal award was advertised in the Illinois Procurement Bulletin. (Sam Van Galder, Janesville, WI)
- 3. The Division of Information Technology requested permission to purchase a digital media presentation system for classrooms for Fall 2021. This item is under IPHEC Contract IPHEC2131. (ACP CreativIT LLC, Buffalo Grove, IL)
- 4. The Division of Information Technology requested permission to purchase cloud hosted video platforms to expand instructional video hosting capabilities. This is a two-year term with an additional two optional years. This order was advertised under #kal05112021. (Kaltura Inc., New York, NY)
- 5. Renewal is required of the software for on-campus and off-campus camps and conference registration, memberships, inventory tracking, facility booking, abstract paper submission, and reporting for the period July 1, 2021 through June 30, 2022. This order was advertised under KMC053118. (UngerBoeck Systems International, Chesterfield, MO)

- 6. Renewal was required of the electronic research administration system for the period July 1, 2021 through June 30, 2022. This system covers all facets of research administration and compliance within one software package from one vendor. This is the second of nine one-year renewal options. This item was advertised on the Illinois Procurement Bulletin RFP #KMC21544 on 4/4/19. (InfoEd International Inc., Albany, NY)
- 7. Finance and Treasury Services requested permission to pay audit costs for the Financial Statement Audit for the period ended June 30, 2020. This item was exempt from advertising per IL Procurement Code (30 ILCS/500 1-10(b)(1)). (Office of the Auditor General, Springfield, IL)
- 8. Finance and Treasury Services requested permission to pay the university's portion of the federal share of the cost of the Single Audit for the period ended June 30, 2020. This item was exempt from advertising per IL Procurement Code (30 ILCS/500 1-10(b)(1)). (Office of the Auditor General, Springfield, IL)
- The Bursar Office requested permission to issue an FY22 open order for commercial accounts receivable for the period July 1, 2021 through June 30, 2022. This is an IPHEC vendor and was therefore exempt from advertising. (National Credit Management, St. Louis, MO)
- 10. The Bursar Office requested permission to issue an FY22 open order for commercial accounts receivable for the period July 1, 2021 through June 30, 2022. This is an IPHEC vendor and was therefore exempt from advertising. (Conserve, Fairport, NY)
- 11. Housing and Residential Services requested to issue an open order for the period ended June 30, 2021 for legal services relating to litigation regarding the Collegiate Housing Foundation water valve claim that has since been settled and the matter closed out. The original request was approved on the October 9, 2020 President's Report. This item was exempt from advertising under Illinois Procurement Code (30 ILCS 500/1-10(b)(7)). (Foley & Lardner LLP, Chicago, IL)
- 12. Housing and Residential Services requested permission to renew their last and final membership to the Collegiate Housing Foundation for DeKalb IL, LLC Project for the period ended June 30, 2021. This order was exempt from advertising per (30 ILCS 500/1-13(b)(1)) (#JMT26760). (Collegiate Housing Foundation, Fairhope, AL)

#### Capital Improvement Projects:

1. The Stevenson Complex cold-water booster pumps are about 30 years old, had far exceeded expected lifespan, and had begun to experience performance issues which were causing low water pressure issues at higher floors in the towers. Replacement of the equipment was best performed during the low occupancy period this summer as the cold-water supply is required to be secured during the replacement. The pumps required some lead time to procure to facilitate replacement during the summer break.

Work will be completed by outside contractors with internal trade workforce assistance under the coordination of a NIU project manager.

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2. The scope of work for the Parking Garage was focused on the next phase of repairs to the top level of the structure to preclude water intrusion into the joints that cause structural deterioration. Repairs to storm water piping were made as well as degreasing and power washing of all levels of the structure.

106,000

Work was completed by in house trades and outside contractors under the coordination of a NIU project manager.

3. Five parking lots have been prioritized for critical repairs and maintenance to extend the life of existing pavement surfaces. Prioritized lots include Lot E at Anderson Hall, Lot S38 at Childcare/Gabel Hall, Lot 15E at the Recreation Center, Lot 44 at Barsema Hall and Lot P on the west side of the Stevenson Residential Complex. The scope of work at these lots included sections to be milled and repaved, crack filling, sealcoating, and restriping.

240,000

Work was completed by outside contractors under the coordination of a NIU project manager.

<sup>\*</sup>Appropriated/Income Funds

#### FISCAL YEAR 2021 REPORT TUITION AND FEE WAIVERS

The Illinois Board of Higher Education issued Tuition and Fee Waiver Guidelines for Illinois Public Universities in June 1999, which was amended in February 2000. These guidelines include the requirement that tuition and fee waivers granted during the fiscal year be reported to each university's Board of Trustees. Pursuant to that requirement, the university has prepared the following report.

The Tuition and Fee Waiver Report includes all waivers processed and applied as of June 30, 2021. Any waivers that apply to FY21, and processed between July 1, 2021 and August 31, 2021, have not been included in this report. All adjustments for FY21 that are processed through the cutoff date of August 31, 2021, will be submitted to the Board of Trustees for approval at a subsequent full meeting of the Board.

#### FIS CAL YEAR 2021 TOTAL TUITION AND FEE WAIVERS

#### Note: Recipients are represented once for each waiver program Rounding may cause some small variances in total values

		Tuition V		Fees Waived		
(in thousands of dollars)	Number of Recipients (unduplicated)	Number of Recipients (unduplicated)	Value of Waivers	Number of Recipients (unduplicated)	Value of Waivers	
DATORY WAIVER CATEGORY						
PROGRAM:						
Teacher Special Education	135	135	\$612.1	118	\$17	
General Assembly	-	-	0.0			
ROTC	35	35	230.1	25		
DCFS	32	32	114.8	19	2	
Children of Employees	111	111	475.8	_		
Senior Citizens	5	5	8.8			
Honorary Scholarships	-	_	0.0			
Veterans Grants & Scholarships*	452	452	2,129.4	452	25	
Other (please specify) **	-		0.0			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-					
			-			
Unduplicated Mandatory Waiver Count Total ***	770	770	\$3,570.9	614	\$4	
Faculty/Administrators (Non-Civil Service)	78	78_	391.0	3		
Civil Service	175	175	866.3	53		
Interinstitutional/Related Agencies	44	44	147.8			
Retired University Employees	9	9	24.8	3		
Children of Deceased Employees	4	4	26.9	4		
Children of Employees	-	-	0.0			
Academic/Other Talent	884	884	4,088.1	1		
Athletic	178	178	1,533.6			
Gender Equity in Intercollegiate Athletics	151	151	1,319.1			
Foreign Exchange Students			0.0			
Out-of-State Students			0.0			
Foreign Students	16	16	132.6			
Fellowships	13	13	55.9		-	
Student Need - Financial Aid	2	2	14.5			
Student Need - Special Programs	4	4	27.5			
Cooperating Professionals	353	353	944.4			
Research Assistants	379	379	2,025.3			
Teaching Assistants	735	735	4,411.2			
	115	115	729.3			
_			129.3			
Other Assistants			1040			
Other Assistants Contract/Training Grants	26	26	184.8			
Other Assistants	26	26	0.0	-		
Other Assistants Contract/Training Grants	26	26				

Unduplicated Summary Tuition and/or Fees	Number of Recipients	Total Value of Waivers
Mandatory Waiver Category Total***	770	\$4,035.1
Discretionary Waiver Category Total***	3,166	\$16,992.5
Total count of Waivers****	3,936	\$21,027.6

<sup>\*</sup> Ilinois Veterans Grants (EAC), Ilinois National Guard Grants (ISAC), and POW/MIA Scholarships (Department of Veterans' Affairs). Included are only the waived (unfunded) portion of these grants.

<sup>\*</sup> Other waiver categories must be approved by the Board of Higher Education prior to reporting.

Each recipient is counted only once in the unduplicated count even if they benefited from multiple waivers during the academic year.

Each recipient is counted only once in the Total Count of Waivers even if they benefited from a manadatory and a discetionalry waiver.

# ANNUAL SUMMARY REPORT OF OBLIGATION OF FINANCIAL RESOURCES YEAR ENDED JUNE 30, 2021

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Category	Purchase Orders	Percentage	Dollar Volume	Percentage_
\$0 to \$25,000 <sup>1</sup>	1587	79.83	\$ 11,942,433.73	14.28
\$25,001 to \$100,000 <sup>1</sup>	302	15.19	15,174,914.39	18.14
\$100,001 to \$250,000 <sup>2</sup>	60	3.02	9,563,549.58	11.43
$$250,001 \text{ to } $500,000^3$	14	0.70	4,630,333.52	5.53
Over \$500,000 <sup>3</sup>	25	1.26	42,347,696.61	50.62
TOTAL	1988	100%	\$83,658,927.83	100%

The Annual Summary Report on the Obligation of Financial Resources is required by the Board of Trustees Regulations, (Section V, Subsection B.5) and supplements the "Periodic Summary Report of Transactions" which is presented on a quarterly basis.

Transactions reported to and/or approved by the Board of Trustees throughout the fiscal year and those included in the Quarterly Summary Report of Transactions reflect the maximum approved amount that orders may not exceed. Pursuant to this authority, the Annual Summary Report outlined above reflects orders actually placed, including purchases, change orders, personal and professional services, performance agreements, and capital projects.

Transactions above do not include purchase card obligations. This report is as of July 26, 2021 and subject to changes due to fiscal year-end close out.

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<sup>&</sup>lt;sup>1</sup> Authorizations for transactions less than \$100,000 are approved at the university level (above \$25,000 by the President).

<sup>&</sup>lt;sup>2</sup> Authorizations for purchases and capital projects between \$100,000 and \$250,000 are approved by the President and periodically reported to the Board of Trustees.

<sup>&</sup>lt;sup>3</sup> Authorizations for purchases and capital projects exceeding \$250,000 are presented for approval by the Board of Trustees.

### ANNUAL REPORT OF CASH AND INVESTMENTS FOR PERIOD ENDED JUNE 30, 2021

In accordance with the University's Investment and Cash Management policy, this report on investments is submitted at the end of each calendar quarter to the Board of Trustees. This report is required by Board of Trustees *Regulations* (Section V, Subsection D). The following schedules are included:

- Report of Depositories as of June 30, 2021
- Cash and Investment Holdings Summary as of June 30, 2021
- Investment Earnings for the quarter ended June 30, 2021

The Investment Committee is responsible for monitoring compliance with the University's Investment and Cash Management Policy. The investment goals, as stated in the policy, are to insure the preservation of principal and maintain compliance with applicable state laws, rules, regulations, debt covenants and Board of Trustees *Regulations* while meeting cash flow needs and earning a yield acceptable to conservative investment managers.

The *Report of Depositories* is submitted annually, along with the University's *Investment and Cash Management Policy*. The depository report summarizes deposits and withdrawals in each bank account during the fiscal year. The ending balances reflect bank statement amounts and may differ from university financial records due to reconciling items. The *Report of Depositories* does not include the fixed income investment portfolio that contains \$15M in agency and Treasury notes.

The Cash and Investment Holdings Summary on June 30, 2021, shows NIU's total holdings at just over \$136M. Of the total holdings balance, approximately \$84M is available for daily operations providing for more than 60 days cash on hand. The remaining balance is restricted per collateralization requirements and contractual obligations. The total holdings balance is up \$8M from the previous year. This increase is a result of cash receipts exceeding cash disbursements during the fiscal year, as a result of planned reductions in university-wide spending, timely receipt of State Appropriations, and receipt of additional pandemic-related Federal relief funding. The State of Illinois paid the final remaining \$26M of FY21 state appropriations and \$11M in Monetary Award Program (MAP) funds during this quarter.

The *Investment Earnings* report shows the interest earnings for the fourth quarter at approximately \$27,076, which is \$316,972 less than interest earned in the same quarter of FY20. The decrease in interest earned is primarily due to declining market investment yields. Most operating funds were invested in money markets and investment in savings accounts because cash and cash equivalents were earning higher yields than long term investment instruments during the fourth quarter of FY21. The annualized rates of return steadily decreased throughout FY21 from 0.35% to 0.08%.

Economic effects of the COVID-19 global pandemic triggered a major recession. However, the progress on vaccinations has reduced the spread of the virus in the United States, and indicators of economic activity and employment have strengthened during FY21. Though the economy is on a recovery track, the path to recovery may be dependent on the course of the virus. The Federal Open Market Committee expects to maintain the federal funds interest rate in the target range of 0 to 25 basis points until the economy is on track to achieve maximum employment and price-stability goals. Management is continuously monitoring market

changes that will affect the university's cash management and investment goals. Management is committed to the fiscal sustainability of NIU and is reviewing all available options for strengthening the university's cash position.

#### Northern Illinois University REPORT OF DEPOSITORIES For the Year Ended June 30, 2021

	7/1/2020	nning nce Deposits* Withdrawals*		Withdrawals*		Balance 6/30/2021**	
	\$1,287,683		\$29		\$1,007,607		\$280,105
	17		1,504,083		1,504,100		-
	3,200		516,022		519,222		-
	2,323		6,845,027		6,847,350		
\$	1,293,223	\$	8,865,161	\$	9,878,279	\$	280,105
\$	354,560	\$	35,318,465	\$	35,237,260	\$	435,765
	9,839,000		16,244		16,244		9,839,000
\$	10,193,560	\$	35,334,709	\$	35,253,504	\$	10,274,765
\$	50.000	\$	60.728.278	\$	60.728.278	\$	50,000
*		*		*		*	238,257
							50,000
							65,447,037
							50,000
							81,317
\$	49,311,959	\$	1,146,618,467	\$	1,130,013,815	\$	65,916,611
\$	1,514,019	\$	795	\$	-	\$	1,514,814
\$	5,000	\$	306,272	\$	306,272	\$	5,000
\$	40,615,953	\$	100,347,427	\$	98,000,000	\$	42,963,380
\$	102,933,714	\$	1,291,472,831	-\$	1,273,451,870	-\$	120,954,675
	\$ \$ \$ \$ \$ \$ \$	17 3,200 2,323 \$ 1,293,223 \$ 1,293,223 \$ 354,560 9,839,000 \$ 10,193,560 \$ 50,000 143,086 50,000 48,918,055 50,000 100,818 \$ 49,311,959 \$ 1,514,019 \$ 5,000 \$ 40,615,953	17 3,200 2,323 \$ 1,293,223 \$  \$ 1,293,223 \$  \$ 354,560 \$ 9,839,000 \$ 10,193,560 \$  \$ 50,000 48,918,055 50,000 48,918,055 50,000 100,818 \$ 49,311,959 \$  \$ 1,514,019 \$  \$ 5,000 \$  \$ 40,615,953 \$	17       1,504,083         3,200       516,022         2,323       6,845,027         \$ 1,293,223       \$ 8,865,161         \$ 354,560       \$ 35,318,465         9,839,000       16,244         \$ 10,193,560       \$ 35,334,709         \$ 50,000       \$ 60,728,278         143,086       131,588,753         50,000       56,417,828         48,918,055       375,596,992         50,000       371,864,944         100,818       150,421,672         \$ 49,311,959       \$ 1,146,618,467         \$ 5,000       \$ 306,272         \$ 40,615,953       \$ 100,347,427	17       1,504,083         3,200       516,022         2,323       6,845,027         \$ 1,293,223       \$ 8,865,161         \$ 354,560       \$ 35,318,465         9,839,000       16,244         \$ 10,193,560       \$ 35,334,709         \$ 50,000       \$ 60,728,278         143,086       131,588,753         50,000       56,417,828         48,918,055       375,596,992         50,000       371,864,944         100,818       150,421,672         \$ 49,311,959       \$ 1,146,618,467         \$ 5,000       \$ 306,272         \$ 40,615,953       \$ 100,347,427	17       1,504,083       1,504,100         3,200       516,022       519,222         2,323       6,845,027       6,847,350         \$ 1,293,223       \$ 8,865,161       \$ 9,878,279         \$ 354,560       \$ 35,318,465       \$ 35,237,260         9,839,000       16,244       16,244         \$ 10,193,560       \$ 35,334,709       \$ 35,253,504         \$ 50,000       \$ 60,728,278       \$ 60,728,278         143,086       131,588,753       131,493,582         50,000       56,417,828       56,417,828         48,918,055       375,596,992       359,068,010         50,000       371,864,944       371,864,944         100,818       150,421,672       150,441,173         \$ 49,311,959       \$ 1,146,618,467       \$ 1,130,013,815         \$ 5,000       \$ 306,272       \$ 306,272         \$ 40,615,953       \$ 100,347,427       \$ 98,000,000	17       1,504,083       1,504,100         3,200       516,022       519,222         2,323       6,845,027       6,847,350         \$ 1,293,223       \$ 8,865,161       \$ 9,878,279         \$ 354,560       \$ 35,318,465       \$ 35,237,260       \$ 9,839,000         \$ 10,193,560       \$ 35,334,709       \$ 35,253,504       \$         \$ 50,000       \$ 60,728,278       \$ 60,728,278       \$ 131,493,582         \$ 50,000       \$ 66,417,828       56,417,828       56,417,828         \$ 48,918,055       375,596,992       359,068,010       371,864,944         \$ 100,818       150,421,672       150,441,173         \$ 49,311,959       \$ 1,146,618,467       \$ 1,130,013,815         \$ 5,000       \$ 306,272       \$ 306,272         \$ 40,615,953       \$ 100,347,427       \$ 98,000,000

<sup>\*</sup> Deposits and Withdrawals include interaccount transfers.

<sup>\*\*</sup> The balances and activity reflected on this report are taken from bank statements and may not necessarily reflect those amounts recorded in the university financial records due to reconciling items, and exclude fixed income securities.

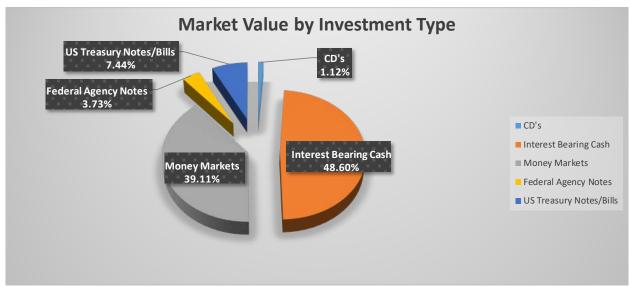
#### **NORTHERN ILLINOIS UNIVERSITY**

#### **CASH and INVESTMENT HOLDINGS SUMMARY**

June 30, 2021

For Fiscal Year 2021

Investment Type	Purch Price/ Book Ending Bal * Value **		Market Value ***	
CD's: Local Funds	\$	1,514,814	\$ 1,514,814	\$ 1,514,814
Federal Agency Notes: Local Funds	\$	5,057,320	\$ 5,057,320	\$ 5,060,165
Interest Bearing Cash Accounts: Local Funds	\$	65,964,118	\$ 65,964,118	\$ 65,964,118
Money Markets: Contributory Trust Local Funds Project Funds	\$	9,839,000 42,963,380 280,105	\$ 9,839,000 42,963,380 280,105	\$ 9,839,000 42,963,380 280,105
US Treasury Notes/Bills:	\$	53,082,485	\$ 53,082,485	\$ 53,082,485
Local Funds	\$	10,095,331	\$ 10,091,616	\$ 10,092,775
TOTAL INVESTMENT HOLDINGS	\$	135,714,068	\$ 135,710,353	\$ 135,714,357
Non-interest Bearing Cash	\$	479,197	\$ 479,197	\$ 479,197
TOTAL CASH & INVESTMENT HOLDINGS	\$	136,193,265	\$ 136,189,550	\$ 136,193,554
TOTAL REPORTED FOR 6/30/2020	\$	128,103,365	\$ 128,068,338	\$ 128,120,677



<sup>\*</sup> Amounts per Bank and Investment Statements

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

<sup>\*\*</sup> Purchase price, net of accumulated amortization of premiums and discounts

<sup>\*\*\*</sup> Estimated price for which an investment would sell in the marketplace

#### NORTHERN ILLINOIS UNIVERSITY INVESTMENT EARNINGS For Fiscal Year 2021 July 1, 2020 - June 30, 2021

	June 30		Qtr 4		Percent	Percent		Annualized Rates of Return			
		Ending Average Daily of Income			FY2021						
		Balance		Balance	Portfolio		Earned	4th Qtr	3rd Qtr	2nd Qtr	1st Qtr
Short-Term Investment Accounts											
Illinois Funds	\$	42,963,380	\$	65,430,407	45.99%	\$	5,472	0.034%	0.073%	0.095%	0.177%
Investment Accounts - Financial Institutions	\$	65,964,118	\$	64,099,763	45.05%	\$	20,569	0.129%	0.167%	0.185%	0.287%
Contributory Trust	\$	9,839,000	\$	9,838,966	6.91%	\$	702	0.029%	0.031%	0.023%	0.085%
Investment Accounts - Project Funds	\$	280,105	\$	349,515	0.25%	\$	5	0.006%	0.006%	0.006%	0.003%
CD's	\$	1,514,814	\$	1,514,814	1.06%	\$	189	0.050%	0.075%	0.080%	0.058%
ST Investment Accounts Total	\$	120,561,417	\$	141,233,465	99.26%	\$	26,937	0.077%	0.116%	0.132%	0.217%
Fixed Income Securities											
Local Funds	\$	15, 152,651	\$	1,054,014	0.74%	\$	139	0.053%	0.297%	0.873%	1.210%
Fixed Income Securities Total	\$	15,152,651	\$	1,054,014	0.74%	\$	139	0.053%	0.297%	0.873%	1.210%
Non-interest Bearing Cash	\$	479,197		-	-		-			-	-
COMBINED TOTAL	\$	136,193,265	\$	142,287,479	100.00%	\$	27,076	0.08%	0.12%	0.16%	0.35%

 $As sets \ reported \ in \ INVESTMENT \ EARNINGS \ comply with \ the \ Illinois \ Public \ Funds \ Investment \ Act (30 \ ILCS \ 235) \ and \ the \ NIU \ Investment \ and \ Cash \ Management \ Policy$ 

# COLLECTIVE BARGAINING AGREEMENT FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION #364

<u>Summary</u>: Northern Illinois University negotiates with fifteen groups of employees that are represented by a labor union. 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 has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

#### 1) Bargaining unit:

International Brotherhood of Electrical Workers, Local 364, representing approximately eight (8) employees total in the Physical Plant. The collective bargaining agreement represents the following classification:

Electrician Electrician Foreman

Scope of Negotiations: Full agreement

*Tentative Agreement for Board Action:* A <u>seven-year</u> successor agreement, effective July 1, 2018 through June 30, 2025.

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

#### **AGREEMENT**

#### BY AND BETWEEN

# LOCAL UNION #364 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

#### **AND**

# THE BOARD OF TRUSTEES NORTHERN ILLINOIS UNIVERSITY

JULY 1, 2018 - JUNE 30, 2025

#### ARTICLES OF AGREEMENT

This Agreement has been made and entered into by and between the Board of Trustees for and on behalf of Northern Illinois University in DeKalb, Illinois (hereinafter referred to as the "Employer") and the International Brotherhood of Electrical Workers, Local Number 364, AFL-CIO (hereinafter referred to as the "Union" or "Bargaining Representative.")

All references to the male gender in this agreement are understood to include both male and female Employees, unless specifically distinguished.

#### **ARTICLE I: UNION RECOGNITION**

#### Section 1.01 Exclusive Bargaining Representative

The Employer recognizes the Union as the exclusive collective bargaining representative in all matters established and pertaining to wages, hours, scope of work, terms and conditions of employment for employees in the classification of Electrician, Electrical and Electronic Instruments and Controls Mechanic, and Electrician Foreman at Northern Illinois University in DeKalb, Illinois, as provided for in Illinois Revised Statutes, Chapter 48, page 1701, et seq., certified by the Illinois Educational Labor Relations Board on March 18, 1991 (Case Number: 91-RC-0016-C), and such other classifications as may be added by agreement of the Employer and the Union.

#### ARTICLE II: CHECK-OFF OF UNION DUES

#### Section 2.01 Authorization Form

The Employer agrees to deduct Union dues from the pay of those employees who individually request it. Upon receipt of the appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and the procedures of the Employer and shall remitted monthly to the Union in accordance with the current procedures, and at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any revision in dues in writing at least thirty (30) days prior to its effective date.

#### Section 2.02 Indemnification

The Union agrees to hold harmless and indemnify the University against liability resulting from the process of dues/fees collection from employees and subsequent transfer to the Union.

#### ARTICLE III: NON-DISCRIMINATION

#### Section 3.01 Prohibition Against Discrimination

In accordance with applicable laws, both parties pledge and commit to not discriminate against any employee covered by the terms of this Agreement on the basis of race, sex, creed, martial status, national origin, age, religion, handicap, veteran status, sexual preference or Union membership. Complaints involving discrimination or sexual harassment shall be reported to either the Human Resource Services or the Affirmative Action Office.

#### Section 3.02 Non-Discrimination Against the Union

Both parties agree that there shall be no discrimination against officers and members of the Union engaged in the negotiation of Agreements, the adjustment of grievances or the performance of any other legal Union activity in the interest of Union and its members.

#### **ARTICLE IV: UNION RIGHTS**

#### Section 4.01 Activity During Working Hours

With supervisory permission, which shall not unreasonably be withheld and subject to operating needs, employees shall be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called and agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses or grievants, and such attendance does not substantially interfere with the Employer's operations.

#### Section 4.02 Stewards

The Union may appoint a Journeyman to act as Steward of the bargaining unit, and shall notify the employer, in writing, of the employee designated as Steward. No Steward shall be discriminated against by the Employer for the faithful performance of his duties as Steward, nor shall any Steward be discharged, placed on layoff or disciplined until notice has been given to the Business Manager of the Union, in writing.

Stewards, upon receiving permission from the immediate supervisor shall be permitted to devote reasonable time during working hours without loss of pay to investigate or process grievances or disputes. No employees or Union representatives shall leave work to investigate, file or process grievances without first informing their immediate supervisor or designee as well as the supervisor of any unit to be visited. Such arrangements shall not be denied in an arbitrary and capricious manner. The Employer reserves the right to require reasonable documentation of time spent in processing grievances.

#### Section 4.03 Union Bulletin Board

The Employer agrees to furnish bulletin board space to bargaining unit employees. The items posted shall not be political, partisan, obscene or defamatory in nature. All such notices shall be signed by an officer of the Union and approved by the Employer prior to posting.

#### Section 4.04 New Employees

The Employer shall inform new employees covered by this agreement that they are eligible for membership in the Union and of the Fair Share provisions contained herein.

#### Section 4.05 Union Access to Facilities

A representative of the Union shall be allowed access to any job at any reasonable time where bargaining unit workers are employed under the terms of this Agreement and only for business associated with the terms of this Agreement.

#### **ARTICLE V: EMPLOYER RIGHTS**

#### Section 5.01 The Employer

The Union recognizes and supports the Employer's retention to itself of all rights, power, privileges, responsibilities and authority conferred upon and vested by either law or the rules governing the State Universities Civil Service System of Illinois or the rules governing the Board

of Trustees for Northern Illinois University, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary, regular and customary functions of management.

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 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 other disciplinary action against the employees for proper cause;
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health or safety reasons;
- Set standards for service to the public;
- Determine the locations, methods, means, and personnel by which operations are to be conducted;
- Change or eliminate equipment or facilities.

#### Section 5.02 Parking Rates

All parties recognize that the employer sets the rates for blue parking permits.

#### ARTICLE VI: GRIEVANCE PROCEDURE AND ARBITRATION

#### Section 6.01 Grievance Procedure

The purpose of the grievance procedure is to secure, at the lowest possible level, a resolution of alleged violations of the Agreement. Both parties shall make an earnest and honest effort to resolve grievances expeditiously and in a cooperative manner.

#### Section 6.02 Definition

A grievance is defined as a dispute or difference between the parties with respect to the application, administration, and interpretation of the provisions of this Agreement. Any grievance shall be filed on a form prescribed by the Employer and agreed to by the Union. The grievance shall refer to the specific provision of the collective bargaining Agreement alleged to have been violated. It shall set forth the facts pertaining to the alleged violation.

An employee allegation that a demotion, discharge, suspension or other disciplinary action was unfairly imposed is subject to the State Universities Civil Service Statute and Rules, as well as the grievance procedure.

The grievant shall be permitted to attend their grievance hearings without loss of pay if the meeting is scheduled during working hours.

#### Section 6.03 Steps

It is agreed that the steward and or foreman and the affected employee(s) will first discuss problems within the unit and attempt to settle the matter within the bargaining unit prior to accessing the formal grievance procedure.

- STEP 1: If the matter is not resolved informally within the unit within five (5) working days after the grievant makes a complaint, the grievant and or the Union shall orally present the grievance to the Director of the Physical Plant or a representative of the department. The Director of the Physical Plant or a representative of the department shall provide an oral response within five (5) days after such presentation.
- STEP 2: If the problem is not solved to the satisfaction of the employee after Step #1, and the employee wishes to pursue the matter, the employee and or Union shall have five (5) working days from the date of the Step #1 response to file a written grievance. The written grievance shall be presented to the Director of the Physical Plant or designee. The Director of the Physical Plant or a designee shall respond in writing within ten (10) working days.
- STEP 3: If the grievance is not resolved to the satisfaction of the grievant by the Director of the Physical Plant, the same written grievance along with the Step #1 and Step #2 responses shall be presented by the employee and/or Union to the Senior Associate Vice President and Chief Human Resource Officer or designee within five (5) working days after the Step #2 response. The Senior Associate Vice President and Chief Human Resource Officer or designee shall conduct a meeting on the grievance within ten (10) working days. The Senior Associate Vice President and Chief Human Resource Officer or designee shall respond in writing within ten (10) working days after the meeting.

#### Section 6.04 Arbitration

If the grievance is not resolved with the Step #3 response, the written grievance may be referred by the Union to arbitration by notifying the Senior Associate Vice President and Chief Human Resource Officer in writing within five (5) working days after the receipt of the grievance Step #3 response. The Senior Associate Vice President and Chief Human Resource Officer or designee and/or the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request a mutually acceptable arbitration service to submit a panel of seven (7) arbitrators. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator who shall be notified of their selection by a joint letter from both parties requesting a date and time for the hearing to be established based on the reasonable availability of the parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. The Employer, employee or Union has the right to request the arbitrator to require the presence of witnesses and/or production of documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The employee shall be allowed sufficient time with pay to attend the arbitration hearing. The expense and fees of the arbitrator and associated costs of the arbitration shall be shared equally by the parties.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from any provision of this Agreement. The decision of the arbitrator with respect to arbitrability and the disposition of the case shall be final and binding on the parties.

#### Section 6.05 Withdrawn Grievance

Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not filed or appealed within the designated time limits shall be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended in writing by mutual Agreement of the parties involved at that particular step.

#### Section 6.06 Discharge/Demotion

If the Employer finds it necessary to initiate discharge or demotion proceedings against an employee covered by this Agreement, both the Union and employee shall be notified of the intent to discharge/demote. If during the processing of the discharge/demotion through the State Universities Civil Service System process, the employee wishes to protest such action, a grievance may be filed at Step #3 of the grievance system. The discharge/demotion proceeding shall not be finalized until the Civil Service System requirements have been met and the grievance, if one was filed, is responded to at Step #3, whichever is later. If a grievance is filed the University's response shall contain an outline of the options available to the employee with respect to further pursuit of the matter. If the grievance is denied and the discharge/demotion process is moved forward, the employee may:

- 1) Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System.
- 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 constitute a waiver of any rights, which either the employee or the Union might otherwise have had, to use the grievance procedure of this collective bargaining Agreement with respect to said discharge.

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.

#### ARTICLE VII: NO STRIKE OR LOCKOUT

#### Section 7.01 No Strike

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements, or controversies over hours, wages, and terms and conditions of employment, there shall be no strikes, work stoppages or slowdowns, or any other form of concerted job action during the term of this Agreement. No official or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

#### Section 7.02 Discipline

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article in accordance with State Universities Civil Service System Statute and Rules.

#### Section 7.03 No Lockout

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement

#### ARTICLE VIII: LIMITATION OF AGREEMENT AND WAIVERS

#### Section 8.01 State University Civil Service System

This Agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Civil Service System of Illinois, the Governance Documents of the Board of Trustees of Northern Illinois University and Regulations of the State Universities Retirement Systems, as they exist and/or as they are from time to time amended. A copy of such is to be placed in the common employee eating area.

#### Section 8.02 Conflict of Rules

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State Law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication by court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, rule, regulation, order, or decision. All other provisions of this Agreement shall continue in full force and effect.

#### **ARTICLE IX: BENEFITS**

#### Section 9.01 Description

The Employees covered under this Agreement shall be entitled to the specific benefits identified for Non-Exempt Civil Service Staff in the Board of Trustees Governance Documents (Business Procedure Manual—Northern Illinois University Procedure 7-9, 7-10, 7-11, etc.) where not otherwise addressed or amended in this Agreement document.

These benefit topics include, but are not limited to, the following:

- 1. Vacation
- 2. Sick Leave
- 3. Workers Compensation
- 4. Holidays
- 5. Other Leaves of Absence
- 6. Educational Benefits
- 7. Transfer of Benefit Credits
- 8. Tax Deferred Compensation Plan
- 9. Retirement
- 10. Group Insurance
- 11. Unemployment Compensation
- 12. Transfer of Benefits
- 13. Tuition Contribution Program

- 14. Bereavement
- 15. Court Required Service
- 16. Military Leave

#### Section 9.01 (a) Retirement Enhancement Plan

Should the Northern Illinois University Retirement Enhancement Plan as offered in 1993 be reoffered during the term of the collective bargaining agreement along with new enrollment dates, it is understood that members of Electricians Local 364 who meet qualifications and are granted early retirement under the NIU retirement Enhancement Plan will be eligible to participate in the plan under current regulations as established by the University and as may be amended from time to time. If approved and granted, additional payouts received by the employee will be regenerated by means of the University delaying filling the vacancy created within the bargaining unit for a period of time to cover the additional payout.

All provisions of the SURS retirement program, as currently in effect or amended, shall apply to members of the bargaining unit in accordance with SURS policies pertaining to employee contributions, eligibility, and benefits.

#### Section 9.01(b) ADA Procedures

The Employer agrees to notify the Union when accommodations are required within the bargaining unit with respect to federal legislation summarized under the Americans with Disabilities Act and Illinois Public Act 87-955. Further, the parties agree to discuss the issues of accommodation as would be affected by the provisions of the collective bargaining agreement and the Illinois Educational Labor Relations Act.

The immediate supervisor will discuss the physical demand analysis worksheet with the employee before requiring the employee to sign the document. Signing the document does not imply the employee's agreement to the contents therein.

#### ARTICLE X: HOLIDAYS

### Section 10.01 Designation of Holidays

The University observes eleven (11) holidays and except in emergency situations or in order to maintain essential services, University facilities will be closed on these holidays and employees covered under this Agreement are not to report to work.

#### Section 10.02 Paid Holidays

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for up to four (4) floating holidays and New Years Day (January 1<sup>st</sup>), Martin Luther King Jr. Day (third Monday in January), Memorial Day (as observed by Illinois law), Independence Day (July 4th), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25<sup>th</sup>) and any and all Administrative closure days as may be declared by the Administration.

#### Section 10.03 Rate of Pay for Holiday Work

In the event that work is required on any unpaid holiday, compensation will be at two (2) times the applicable rate of pay for all hours worked.

In the event that work is required on any paid holiday, compensation will be at two (2) times the applicable rate of pay for all hours actually worked, in addition to any holiday pay required under Section 2 of this Article.

In the event that work is required on any Administrative Closure Day, compensation will be at two (2) times the applicable rate of pay for all hours worked, in addition to any holiday pay required under Section 2 of this Article.

#### ARTICLE XI: HEALTH AND LIFE INSURANCE, PENSION AND DISABILITY

#### Section 11.01 Insurance

During the term of this Agreement, health and life insurance benefits shall be provided to members of the bargaining unit covered by this Agreement in accordance with the Illinois State Employees group insurance act of 1971 as administered by Central Management Services.

#### Section 11.02 Death and Disability Benefits

Retirement, death and disability benefits shall be provided to all employees in accordance with applicable Illinois Revised Statutes.

#### Section 11.03 Related Optional Benefits

Related optional benefits (e.g. U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible University employees, shall be available to employees covered by this Agreement in accordance with applicable Board and/or University policies and guidelines.

#### ARTICLE XII: HOURS OF WORK, OVERTIME

#### Section 12.01 Work Week/Workday

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 with a one-half (1/2) hour unpaid lunch period. Eight (8) hours constitute a workday 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.

#### Section 12.02 Shift and Breaks

- A. Bargaining unit employees may be assigned to work the second shift. The second shift shall normally be scheduled to work eight (8) consecutive hours between the hours of 4:00 p.m. and 12:00 a.m. on Monday through Friday. Eight (8) hours 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.
- B. Bargaining unit employees assigned to work the second shift shall be provided a half-hour (1/2) paid lunch period to be taken during their regularly scheduled eight (8) hour shift.

#### Section 12.03 Overtime Pay

All overtime on Monday through Friday and all work on Saturday shall be paid at one and one-half times (1  $\frac{1}{2}$  X) the regular straight-time rate of pay. All other work performed on Sundays or holidays or days celebrated as such shall be paid at double (2X) the regular straight time rate of pay.

#### Section 12.04 Rest Periods

Employees are permitted a rest period, not to exceed fifteen (15) minutes during the first half of their work shift and fifteen (15) minutes during the second half of their work shift. The rest period is to be preceded and followed by an extended work period.

#### Section 12.05 Call in Pay

When an employee is called to work for an unscheduled assignment outside of the regular workday when work has been completed and the employee has left the University, the employee shall be compensated at double (2X) the journeyman rate of pay for a minimum of three (3) hours.

#### Section 12.06 High Duty Hazardous Pay

Jobs which require bargaining unit employees to work at heights in excess of forty (40) feet, which are accessible by an aerial lift, will receive a \$2.00 per hour differential for all such time spent with a minimum of one (1) hour.

#### Section 12.07 High Voltage Hazard Pay

Jobs which require bargaining unit employees to work on energized equipment of 4160 volts or greater shall receive \$2.00 per hour differential for all such time spent with a minimum of one (1) hour.

#### ARTICLE XIII: WORKING OUT OF TOWN

#### Section 13.01 Personal Vehicle/Travel Pay

When employees are sent outside the jurisdiction covered by the Agreement, transportation expense will be paid by the Employer, and room and board will be paid by the Employer if the employees are required to remain away from home overnight. Such payment is restricted to those charges and amounts as authorized for payment in Travel Regulations for State employees as published by the Illinois Travel Regulation Council. Employees will be compensated for such travel and out of town work in accordance with the provisions of the Fair Labor Standard Act as it pertains to government employees. No employee shall be required to furnish their own vehicle unless they consent thereto.

#### ARTICLE XIV: CONTRACTING WORK

#### Section 14.01 Sub-contracting/Supplemental Labor

The Employer will not subcontract work normally performed by bargaining unit employees, nor employ supplemental labor if any bargaining unit employees are on layoff or any employees are on a schedule less than the work week defined herein.

#### Section 14.02 Extra-Help

- 1. Both parties agree to the use of non-status "extra help" craft employees during periods of heavy workloads as determined by the Employer. All "extra help" positions shall be established and employed in accordance with the State Universities Civil Service System Statute and Rules.
- 2. Such "extra help" employees shall be referred for employment from the appropriate craft hall with final approval for appointment residing solely with the Employer. As with status positions represented by this unit, salaries for these non-status employees shall be defined according to prevailing rate guidelines outlined in Article XXIII of the Collective Bargaining Agreement. With respect to these non-status positions, the Employer retains all rights designated and implied by Article V of the Collective Bargaining Agreement including the right to determine the duration of appointment attached to each of these positions.
- 3. In accordance with University policy, "extra help" craft employees shall not receive any University benefit including, but not limited to, vacation, sick leave, holiday (unless required

to work), administrative closures, educational benefits, tax deferred compensation plans, retirement, group insurance, tuition waiver/reimbursement, bereavement leave, military leave, and jury duty pay.

- 4. For each "extra help" position employed, the Employer agrees to contribute the appropriate and stipulated Employer amount to the external pension, annuity, health/welfare trust fund, and the Apprenticeship/Training Trust fund. These amounts shall be based on the total hours worked by each "extra help" employee or on the total accumulated hours worked by all "extra help" craft employees in this unit only. Hours worked by regular status employees represented by this unit shall not be used in the calculation of Employer contributions to these trust funds.
- 5. In accordance with State University Retirement System regulations, time served in this capacity as "extra help" shall not be eligible for accrual under that System since these employees actively continue to participate in external pension programs.
- 6. To the extent provided for in the specific Participation Agreement, the Employer agrees to administer participation and payment protocols in accord with the standards set forth.
- 7. Both parties acknowledge also that the content and administration of this section shall be in accordance and consistent with the rules and regulations of the State Universities Retirement System, State Universities Civil Service System, and all other applicable federal or state laws. Any provision that is declared inconsistent with applicable statutes shall be null and void.

#### ARTICLE XV: LABOR MANAGEMENT CONFERENCES

#### Section 15.01 Labor/Management Conference

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and Employer representatives. Such meetings may be requested at least five (5) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meetings. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall include but not be limited to:

- a) Discussing the implementation and general administration of this Agreement.
- b) Sharing general information of interest to the parties.

#### Section 15.02 Employee Attendance

The Employer will allow three (3) employees in the bargaining unit to attend such conferences when scheduled. Attendance by the employee at the conferences during working hours shall be without loss of pay. However, the employee must give reasonable notice to the supervisor of the intended absence and the supervisor may grant such time consistent with the operating needs of the University.

#### ARTICLE XVI: OVERTIME DISTRIBUTION AND EQUALIZATION

#### Section 16.01 Distribution

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees covered by this agreement.

#### Section 16.02 Equalization

Overtime shall be in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity. If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all needed employees have been required to work, at which time the process shall repeat itself.

#### Section 16.03 Refusal of Overtime

For the purpose of equalizing the distribution of overtime, an employee who is offered overtime but declines an overtime assignment shall be deemed to have worked the hours assigned. It is understood that no employee is relieved from the obligation to work overtime if operations require it. It is also understood that exceptions may be made in cases of emergency or if the Foreman or the Director of the Physical Plant or his/her representative determine that the senior eligible employee is not fully qualified to perform the work. New employees shall start with the highest amount of overtime hours, at the time of hire.

#### **ARTICLE XVII: SENIORITY**

#### Section 17.01 Seniority Definition

Seniority pertains to length of service in a classification. The accrual and application of seniority shall be according to the seniority provisions of the State Universities Civil Service System Statute and Rules.

#### Section 17.02 Seniority Lists

The Employer will provide current seniority lists that will be revised annually showing each employee's seniority and relative position.

#### Section 17.03 Partial Layoffs

Nothing in this Article shall prevent the Union and Employer from mutually agreeing to a program of spreading the work within the bargaining unit, in the event of a scheduled layoff of one (1) or more employees within the unit.

#### Section 17.04 Layoff and Recall

When making a reduction in the number of employees and when recalling employees, the following procedures shall govern:

- a) Probationary employees will be laid off first, then employees with the least seniority.
- b) Recall of employees will be in order of seniority.

#### ARTICLE XVIII: POSTING OF JOB OPENINGS AND VACANCIES

#### Section 18.01 Openings within the Bargaining Unit

When job openings or vacancies occur within the bargaining unit or when new positions are created within the unit, the Employer shall post a notice on all bulletin boards where notices to employees are normally posted for a minimum period of three (3) calendar days prior to initiation of procedures to fill the job.

#### Section 18.02 Openings Outside of the Bargaining Unit

Non-Bargaining unit openings are posted in the campus Human Resource Office. Bargaining unit employees who possess the minimum qualifications required for these positions are eligible to take the examinations required to be placed on the register for these positions.

#### Section 18.03 Awarding of Posted Jobs

The posted jobs will be awarded pursuant to the provisions of the State Universities Civil Service System Statute and Rules.

#### ARTICLE XIX: EMPLOYER TOOL & MATERIAL RESPONSIBILITY

#### Section 19.01 Employer's Tools

Members of the bargaining unit shall be provided with all tools necessary to effectively and efficiently perform all functions of their classification and trade.

- a) Broken tools will be replaced by the Employer.
- b) Stolen tools will be replaced by the Employer pending the employee filing a theft report with the Northern Illinois University Department of Public Safety
- c) Lost or misplaced tools may be replaced by the Employer pending the conditions and circumstances of such loss.

#### **ARTICLE XX: SAFETY**

#### Section 20.01 Rules

In order to have a safe place to work, the University agrees to comply with laws applicable to its operations concerning the safety of employees covered by this Agreement.

#### Section 20.02 Energized Circuits 440 and Higher

On all energized circuits of 440 volts or over, two (2) or more electricians must work together. The wire or terminals upon which the work involved is actually being performed must be energized to be considered as governed by this section. In other cases, Physical Plant management will make reasonable and prudent efforts to respond to safety concerns of its employees. No emergency checking of fuses or equipment shall be covered by this paragraph.

#### Section 20.03 Break and Changing Rooms

The Employer agrees to provide a suitable place to eat and change clothes. It shall be heated in the winter and large enough to accommodate employees and their tools.

#### Section 20.04 Training

The employer shall encourage additional training in the electrical field, and in accordance with current University policy.

The Employer will be responsible for training all employees on any electrical systems installed in new or existing buildings located at the DeKalb Campus of Northern Illinois University.

#### Section 20.05 Electricians Entering Residence Hall Non-Public Areas

Electricians who are assigned to make repairs in residence hall non-public areas may elect to request an escort prior to entering the resident's private area. As requested, the Electrician Foreman is responsible for coordinating arrangements. Work assignments may not be refused due to lack of escort.

#### Section 20.06 Bucket Truck/Aerial Lift Safety

Jobs requiring bargaining unit employees working in a Bucket Truck/Aerial Lift within a public right-of-way shall have a qualified safety ground person who is to be determined by management.

#### ARTICLE XXI: WORK JURISDICTION

#### Section 21.01 Bargaining Unit Jurisdiction

All electrical work normally performed at all Northern Illinois University facilities within the jurisdiction of this agreement shall be performed by Employees covered by this Agreement.

Bargaining unit employees shall have jurisdiction over all activities normally performed by NIU employees in the classification of Electrician as defined under current State Universities Civil Service class specifications and as may be amended from time to time. (Reference Attachment "A" and "B", for informational purposes only).

The definition of Electrical Work will conform to the jurisdiction given to the International Brotherhood of Electrical Workers by The American Federation of Labor and The Congress on Industrial Organizations.

#### Section 21.02 Jurisdiction Disputes

In the case of jurisdictional disputes arising between representatives of this Union and those of other unions, it is understood that such differences shall be settled between the unions concerned, without any work stoppage, and that the Employer will not make any changes in any already established work assignment practices pending resolution of the dispute. The Employer will honor the resolution reached by the disputing unions to the extent permitted by law and the other provisions of this Agreement.

#### Section 21.03 Tools and Equipment

The handling of tools, machinery, appliances and all materials necessary in the performance of the work covered by the Agreement shall be done by the employees covered hereunder.

#### ARTICLE XXII: DURATION

#### Section 22.01 Period Covered

This Agreement shall take effect July 1, 2018, and shall remain in effect through June 30, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1, through June 30, of each year, unless changed or terminated in the way later provided herein.

#### Section 22.02 Commencement of Negotiations

Either party desiring to change or terminate the Agreement must notify the other, in writing no sooner that ninety (90) days or later than sixty (60) days prior to the termination date, June 30, 2025.

Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

#### Section 22.03 Mutual Consent

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by

the parties hereto, and submitted to the International Office of the International Brotherhood of Electrical Workers and the Human Resource Services of Northern Illinois University.

#### **ARTICLE XXIII: WAGES**

#### Section 23.01 Hourly Wages

Wage rates for bargaining unit members shall be defined as the prevailing rate of wages as posted by the Illinois Department of Labor (IDOL) for DeKalb County, Illinois for the classifications covered under this agreement and administered in accordance with the State Universities Civil Service System Statute and Rules. The University will accept being notified of the website posted of IDOL prevailing wage rate changes from the Union, however, particularly in the case of increases, the Union must provide those notifications within a reasonable period of time after posting. The change in rates will be effective on the effective date set forth by IDOL.

#### Section 23.02 Effective Date of Wages

All wages stipulated in this collective bargaining Agreement become effective at 12:01 a.m. on the dates specified.

#### Section 23.03 Foreman Requirements

On any job requiring four (4) or more workers, one (1) shall be designated Foreman. One (1) Foreman shall not supervise more than eleven (11) workers including himself/herself.

#### Section 23.04 Replacement Foreman

A replacement Foreman shall be designated and shall receive the Foreman rate of pay. This rate of pay shall be in effect at any time the replacement assumes the duties of a missing Foreman in his/her absence. The replacement Foreman shall be designated by the Senior Foreman of the Electrical Shop and is not a permanent assignment. The senior Electrical Foreman may vary the assignment of replacement Foreman from person to person according to the tasks that need to be performed.

#### ARTICLE XXIV: DUES DEDUCTION AND FAIR SHARE

#### Section 24.01 Union Dues Deduction

Upon receipt of written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Financial Secretary of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues or Fair Share Fees, in writing, at least thirty (30) calendar days prior to its effective date.

#### Section 24.02 Fair Share Payments

Pursuant to Section 1711 of IRS, Chapter 48, Section 1701 et seg. (Illinois Educational Labor Relations Act), the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 24.01 of the Article XXIV, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, non-Union members employed in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this

Agreement unless said amount is changed by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 24.01 of the Article.

#### Section 24.03 Illinois Educational Labor Relations Act

The Employer and the Union are both cognizant of the provision of the Illinois Educational Labor Relations Act and the Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rule.

#### Section 24.04 Fair Share

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 24.02 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

#### Section 24.05 Indemnification for Dues Collections

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

#### Section 24.06 Collection of Fair Share

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

#### Section 24.07 Lapse in Rules

In the event that the I.E.L.R.B. Rules referred to in Section 24.03 of the Article lapse or become inoperative for any reason, then the parties hereto agree that this Article shall likewise be inoperative and the parties shall commence without delay to negotiate a new Fair Share Article.

#### ARTICLE XXV: ACCEPTANCE BY THE PARTIES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives:

UNION

Alan R. Golden

Business Manager and Financial Secretary

**EMPLOYER** 

Villiam Hodson

Senior Associate Vice President and Chief Human Resources Officer

Jesse Perez, EdD.

Director, Employee & Labor Relations

Chief Negotiator

# COLLECTIVE BARGAINING AGREEMENT FOR THE METROPOLITAN ALLIANCE OF POLICE #292 POLICE SERGEANT

<u>Summary</u>: Northern Illinois University negotiates with fifteen groups of employees that are represented by a labor union. 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 has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

#### 1) Bargaining unit:

Metropolitan Alliance of Police #292, representing approximately nine (9) employees total in the Department of Police and Public Safety. The collective bargaining agreement represents the following classification:

Police Sergeant

*Scope of Negotiations:* Full agreement

*Tentative Agreement for Board Action:* A <u>six-year</u> successor agreement, effective July 1, 2018 through June 30, 2024.

**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**

### between

### THE BOARD OF TRUSTEES

for and on behalf of

### NORTHERN ILLINOIS UNIVERSITY

and

# THE METROPOLITAN ALLIANCE OF POLICE NIU SERGEANTS CHAPTER #292

Effective 07/01/18 to 06/30/24

#### **ARTICLE I: PREAMBLE**

This Agreement entered into by Northern Illinois University, hereinafter referred to as the "Employer", and the Metropolitan Alliance of Police, Northern Illinois University Public Safety Department, Chapter #292, hereinafter referred to as "the Chapter", is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and certain other conditions of employment for full-time Sergeant, including probationary Sergeants of the Employer as classified by the State Universities Civil Service System, as defined herein below and hereafter referred to as "Sergeants" or "employees", or when the context requires a singular noun, as "Sergeant" or "employee".

The Employer and the Chapter 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 Chapter will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

#### **ARTICLE II: RECOGNITION**

#### **Section 2.1 – Recognition**

Pursuant to an election and certification by the Illinois Labor Relations Board, Case No. S-RC-13-081 and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time peace officers holding the rank of Sergeant within the Police Department of Northern Illinois University. Excluded from recognition are all University employees outside of the Sergeant classification.

#### Section 2.2 – Membership

Employer agrees that if a new civil service class designation should be established for the same, Sergeant classification will be treated as members of the single negotiation unit recognized by this agreement.

#### **Section 2.3 - 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.

The Employer agrees to notify the Chapter of new or re-classifications of departmental jobs and agrees not to fill such positions for ten (10) days beyond such date of notice.

#### **Section 2.4 - Fair Representation**

The Chapter recognizes its responsibility as bargaining agent and agrees to represent fairly all employees represented by this Collective Bargaining Agreement.

#### Section 2.5 – Gender

Whenever the male gender is referenced in this Agreement, it shall be interpreted to include both the female and male genders equally.

#### **Section 2.6 - 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 re-classifications, re-allocations, 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 III: 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, procedures, 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 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.

#### **ARTICLE IV: UNION RIGHTS**

#### **Section 4.1 - Rights of Union Officials**

With supervisory permission, employees who are Chapter representatives, stewards, witnesses, or grievant will be permitted time off with pay during their respective regular working hours to process and/or investigate grievances, attend hearings related to these grievances, and to attend contract negotiations and to attend labor management meetings. It is understood that a business representative of the Chapter may also participate in collective bargaining negotiations.

#### Section 4.2 - Visits from Off-Campus Representatives

Other off-campus, authorized representatives of the Chapter 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 Chapter notices relating to regular Chapter 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. All posted notices shall be signed by an officer of the Chapter.

Upon approval by the Chief of Police, the Chapter may post notices and bulletins on bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Chapter, signed by a Sergeant holding a Chapter officer role. Notices and bulletins permitted to be posted are:

- 1. Notices of Chapter Meetings,
- 2. Notices of Chapter Elections,
- 3. Notices of Chapter appointments and results of Chapter elections,
- 4. And any other bulletins approved by the Chief of Police.

#### **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 Chapter 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 and Negotiations**

As outlined in Sections 4.1 and 4.4 above, neither the Chapter 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.

When negotiations have commenced under the provisions of this agreement, the Employer will permit two (2) on duty Sergeants to attend negotiations without loss of pay, for a maximum of two (2) hours or as approved by the Chief of Police. Negotiation attendance begins when the Sergeant leaves his or her regular duty to participate in negotiation related activity or meetings.

#### ARTICLE V: LABOR/MANAGEMENT CONFERENCES

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed upon, by Chapter representatives and authorized administrative representatives of the Employer. Such meetings may be requested by either party at least fourteen (14) calendar days in advance by filing a written request to the other party for a "Labor/Management Conference." The written request will include specific discussion items. The conference is limited to the specific agenda topics outlined in the written request 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. No employee shall be paid overtime for attending such conferences. The Chief of Police or their designee shall solely determine their management representatives at these conferences.

#### **ARTICLE VI: DUES CHECK OFF AND FAIR SHARE**

#### **Section 6.1 - Dues Deduction**

Upon receipt of proper written authorization from an employee, The Employer shall deduct each pay period, Chapter membership dues in the amount certified by the Chapter or Metropolitan Alliance of Police from the pay of all Sergeants covered by this Agreement. Such money shall normally be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

#### **Section 6.2 - Union Indemnification**

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 of such provisions, provided that the Employer does not initiate or prosecute such action.

#### **Section 6.3 - 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 6.4 - 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 6.5 - Remittance of Dues Deduction**

Dues deducted will be remitted to M.A.P. or Union official, as designated in writing by the Union.

#### **Section 6.6 - Notification of Change in Union Dues**

M.A.P. shall give written notice to the University Administration of any changes in its dues at least sixty (60) days prior to the effective date of any such change.

#### **Section 6.7 - 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.

#### **ARTICLE VII: SENIORITY**

#### **Section 7.1 – 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 Chapter 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 7.2 - Seniority Lists**

A seniority list shall be provided to the Chapter prior to each bid meeting, usually December 1st, and posted by the Employer on the Chapter bulletin board. This list shall be revised as necessary for additional job bidding which may occur throughout the year.

#### Section 7.3 - Voluntary Workforce Reduction

In the event of a voluntary workforce reduction on a recognized Holiday or designated Administrative Closure days, sergeants who are permitted the time off shall be provided their regularly scheduled hours of pay for the Holiday or Administrative Closure day in lieu of using any personal leave benefits (for example, Sergeants scheduled for an 8-hour shift will be compensated for 8 hours and Sergeants scheduled for a 12-hour shift will be compensated for 12 hours). Both parties acknowledge that these reductions will be solely determined by the Chief of Police or designee based upon workforce needs and ability to fill affected positions. If it is determined that some requests for time off will be granted, these requests will be honored by the Sergeant's supervisor based upon date of hire seniority in the Sergeant classification.

#### **Section 7.4 - 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 Senior Associate Vice President for Human Resource Services or a designated representative and the President of the Chapter stating the reasons for such deviation. The reasons for such deviation shall be subject to grievance procedures of this Agreement.

#### **Section 7.5 - Position Assignments/Specialty Positions**

The Chief of Police may create and staff specialty units that provide special services in support of patrol operations. "Specialty" positions, if utilized, will be defined by the employer in a manner that provides all Sergeants information related to the duties of the assignment. These definitions will be updated by the Employer as necessary. Assignment and length of assignment to a specialty unit is at the discretion of the Chief of Police. Specialty unit assignments are based upon the needs of the department. Sergeants assigned to specialty units are subject to being assigned overtime work related to their assignment.

#### ARTICLE VIII: HOURS OF WORK/OVERTIME/ADDITIONAL PAY

#### Section 8.1 - 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 8.2 - 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 workday 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, and the department will attempt to provide a fifteen (15) minute paid rest period during each four-hour period of work.

Hours of operation for specialty assignments as referenced in section 7.5 of this Agreement shall be determined by the Employer.

The Employer will provide a minimum of seven (7) working days' notice prior to revising work shifts for regular scheduled duties unless there is an exigency to meet the operation needs of the department.

The Chief of Police will determine the number of Sergeants assigned to patrol or a specialty position. A PM and AM patrol shift will be established for Sergeants assigned to patrol.

Half of patrol positions for Sergeants will be eligible for bid each year based on seniority in the Sergeant classification. Each year the Chief will present a schedule of patrol shifts eligible for bid no later than May 1<sup>st</sup>. Sergeants eligible for bidding to a patrol shift will submit a bid form provided by the department indicating their preference for the shift they desire to work by June 1<sup>st</sup>. All shift positions shall take effect July 1st. Sergeants assigned to a patrol shift based on an awarded bid will remain on the shift for one (1) calendar year unless emergency circumstances require changes to the shifts. Yearly bid positions will be determined by the Chief of Police with the exception of Sergeants who have been designated to hold specialty positions.

Reporting and quitting times for employees in the Sergeant classification may be moved either way without affecting the defined workday. If the Employer wishes to modify reporting and quitting times on the applicable patrol shift, patrol Sergeants will be allowed to select, by seniority within the Sergeant classification, from the proposed schedule(s).

Each patrol shift shall normally be covered by at least one (1) Sergeant. If requested by the Chapter, the Employer agrees to meet and discuss the availability of bid positions.

Probationary Sergeants will be assigned based on the operating needs of the department and are not eligible to participate in the annual shift bid process until after they successfully complete their probationary period.

#### Section 8.3 - Overtime Pay

Pursuant to the partial overtime exemption of Section 207(k) of the FLSA and based on the declared yearly work schedule, time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of the FLSA-dictated maximum for the regularly scheduled time frame. The following sets forth an example of the FLSA maximum hours for each scheduled work period after which overtime shall be paid:

Consecutive Day Work Period	Hours
28 days	171
14 days	86
7 days	43

Paid benefit time will not count as hours worked in the calculation of overtime pay.

Pay for overtime hours worked shall not be duplicated, pyramided, or otherwise considered with any other compensation aside from parameters outlined by university policy for the purposed of computing overtime pay.

In certain instances, based upon operational needs, extra assignments shall be made by inverse seniority in the classification when an insufficient number of Sergeants volunteer for extra assignments or events. The Employer reserves the right to assign more senior Sergeants 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.

#### Section 8.4 - 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 8.5 - Training**

All time spent in training will count as hours worked for purposes of this Agreement. Travel time for over fifty (50) miles will count as time worked and will be paid based on the actual 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. All training, including method of travel to and from the training, must be preapproved by the Chief of Police or designee.

#### **Section 8.6 - Court Time**

Employees will be paid a minimum of two (2) hours pay at the appropriate rate, to be paid and credited as time worked in accordance with FLSA guidelines, for all required court time outside the regularly scheduled work hours.

#### **Section 8.7 - Contracted Services/Special Events**

Contracted services/special events are defined as University events that may require special attention to include additional police and public safety support such as, but not limited to, athletic events, dances, conventions, student organization events, Greek events, book buyback, VIP protection, science fair, Spring show, concerts, and other on-campus special activities as determined by the Employer.

The Employer reserves the right to determine Sergeant staffing needs for special events and make assignments with available personnel as required. The Employer reserves the right to adjust schedules and assign personnel as needed to provide additional Sergeant support for special events.

If the Employer determines that insufficient personnel are available to meet Sergeant staffing needs for a special event, the assignment shall be posted for voluntary assignment. In all instances where there are an insufficient number of volunteers, the department may assign these duties by inverse seniority in the Sergeant classification.

Events defined in the section do not automatically compensate Sergeants for overtime or callback pay.

#### **Section 8.8 - 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, subject to FLSA and overtime provisions.

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 (4) hours or less notice.

In non-emergency situations, assignments of this nature shall first be offered to the most senior employees in the Sergeant classification on the affected shift. If volunteers cannot be found to fill the vacancy, employees in the Sergeant classification on the affected shift will be ordered to work based on inverse seniority.

The parties agree that Sergeants may be required to fill Telecommunicator vacancies in emergency situations. In these instances, the Employer shall make every effort to relieve the Sergeant with appropriate personnel as soon as possible.

Temporary assignments are defined as short term work assignments apart from or in addition to a Sergeant's current assignment and that last less than six (6) months. Temporary assignments may include but are not limited to Sergeants with temporary restrictions prohibiting the Sergeant from working their regularly assigned duties, assignments that require the knowledge, skills, and abilities of a specific Sergeant to complete, and other similar temporary work as assigned by the Chief of Police or designee.

#### **Section 8.9 - 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 8.10 - 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 (\$0.30) 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 8.11 - Required Meetings/Exams**

All departmental meetings, physical or mental examinations, and/or conferences required by the Employer, which occur outside of a Sergeants 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 IX: BENEFITS**

#### **Section 9.1 - 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 9.2 - 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.

#### Section 9.3 - Holidays

Holidays, Administrative Closures, and Other Scheduled University Closures recognized under this Agreement and any additional pay for such days shall be consistent with the NIU Board of Trustee (BOT) Regulations. Recognized holidays normally shall be:

New Year's Day January 1

Memorial Day Observed Monday

June 19 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

Subject to NIU's BOT Regulations and the provisions of this Agreement, Sergeants required to work on designated holidays, administrative closure days, or other scheduled University closure days, specifically excluding weather related closures, will receive their regular rate of pay plus one and one-half (1.5) times their regular rate of pay for all hours worked. Employees who are scheduled or approved to be off on these designated days shall receive one (1) day of regular pay for that day, with one (1) day equaling the most common number of hours worked during a day of the employees' regular work schedule. (For example: Sergeants regularly scheduled to work eight (8) hours each workday will be compensated for eight (8) 8 hours, and Sergeants regularly scheduled to work twelve (12) hours each workday will be compensated for twelve (12) hours.) Sergeants required to work on any of these designated days that call in sick will be charged the appropriate benefit time and are ineligible for additional pay as stipulated in this Section 9.3.

#### **ARTICLE X: WAGES**

#### **Section 10.1 - Salary Rates**

Effective 07/01/18 (FY2019), Sergeants shall be compensated at the hourly rate of pay in accordance with the following schedule:

		Hourly Rate	
	Annual		After 12
	Increase	Starting	months
Current wage		\$41.65	\$44.20
7/1/2018	3.00%	\$42.90	\$45.53
7/1/2019	3.00%	\$44.19	\$46.89
10/1/2020	3.00%	\$45.51	\$48.30
7/1/2021	3.00%	\$46.87	\$49.74
7/1/2022	2.00%	\$47.80	\$50.73
7/1/2023	2.00%	\$48.75	\$51.74

For each negotiated year, employees shall be granted the greater of the wage increases mentioned in this provision, or the University-wide wage increases as set forth in Section 10.2, but not both. If the university declares a campus wide increase that exceeds the amount in this provision at any time other than July 1. The Sergeants will receive only the additional prorated amount not both.

#### Section 10.2 – Salary Rates – University Raises

For the fiscal years of this agreement 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

across-the-board basis. 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.

via the state appropriation process. These increases will be distributed to eligible employees on an

For the fiscal years FY2023 through FY2024, employees shall be granted the greater of the wage increases mentioned above in Section 10.1, or the University-wide wage increases as set forth in Section 10.2, but not both.

#### **Section 10.3 - Educational Incentive**

An educational incentive shall be paid to employees in the Sergeant classification each fiscal year, subject to eligibility as specified herein and for the duration of this Agreement.

Eligibility to receive the educational incentive is based on active full-time employment with the department for the duration of the fiscal year and the completion of a college degree from an accredited institution of higher education recognized by the Employer. Verification of eligibility is based on official documentation of degree completion submitted to the Chief of Police for approval. For purposes of this Agreement, official documentation is defined as official transcripts sent to the Employer from the accredited institution. Upon verification of eligibility based on degree completion, Sergeants will submit a written request to the Chief of Police prior to November 1<sup>st</sup> of each fiscal year to receive payment. Payment of educational incentives will be made in a lump sum no later than the first pay period in December for the same year.

Sergeants will continue to receive the educational incentive payment each year for the highest level of degree verified for eligibility. Educational incentives are payable only for the highest completed degree (and for a maximum of one (1) highest completed degree in a given fiscal year) and shall not be added to the hourly rate of pay.

Subject to the eligibility provisions set forth above, employees in the Sergeant classification shall receive an annual educational incentive stipend based upon the highest degree attained, as follows:

Associate Degree: \$600 Bachelor's Degree: \$1200 Post Graduate Degree: \$1800

#### **Section 10.4 – Tuition Waiver**

The Tuition Contribution benefit will be administered in accordance with the NIU BOT regulations.

#### **Section 10.5 – Tuition Contribution**

The Tuition Contribution benefit will be administered in accordance with the NIU BOT regulations.

#### **Section 10.6 – Criminal Investigations Unit Incentive**

Effective the first pay period after the BOT has approved this contract Sergeants who are assigned to the Criminal Investigations Unit (CIU) for the purpose of conducting follow-up

investigations in addition to their patrol capabilities shall receive an incentive to be compensated while assigned to that unit. The Chapter recognizes the titles for these Sergeants may change based on management needs and that the Chief of Police has the discretion to determine the number of Sergeants assigned, the duration of the assignment, and the duties while assigned to CIU. Sergeants assigned to the CIU may be referred to by the honorific title of "Detective Sergeant". This honorific title shall not be deemed a promotion or change of job classification within the State Universities Civil Service System (SUCCS). Detectives assigned to the CIU may be required to work in uniform or plainclothes, and perform duties including but not limited to conducting administrative and criminal investigations, providing dignitary protection, and other patrol and/or special duties as assigned. Sergeants assigned to the CIU as a Detective Sergeant shall receive an incentive of \$60.00 per month, beginning the first month of such service. Sergeants shall receive the monthly incentive pay under this Section 10.6 only if they are serving in a Detective Sergeant role. If an officer moves out of the particular Detective Sergeant role (either voluntarily or involuntarily) or if a Sergeant's employment is separated for any reason, then the Sergeant will receive a pro rata share of the monthly incentive pay based on their completed days of service in the CIU in that calendar month. Incentive payments under this Section will not be factored into the calculation of any overtime pay.

#### Section 10.7 - Paramedic Program Incentive

Effective the first pay period after the BOT has approved this contract Sergeants who are assigned to the paramedic program for the purpose of carrying medicine and the expectation to perform life-saving treatment in addition to their patrol capabilities shall receive an incentive to be compensated while assigned to that role. The Chapter recognizes the titles for these Sergeants may change based on management needs and that the Chief of Police has the discretion to determine the number of Sergeants assigned, the duration of the assignment, and the duties while assigned to the paramedic program. Sergeants assigned to perform duties as a paramedic may be referred to by the honorific title of "Paramedic Sergeant". This honorific title shall not be deemed a promotion or change of job classification within the State Universities Civil Service System (SUCCS). All training, testing, certification, and licensing fees associated with this program shall be covered by the Employer. Sergeants assigned to the paramedic program shall receive an incentive of \$60.00 per month, beginning the first month of such service. Sergeants shall receive the monthly incentive pay under this Section 10.7 only if they are serving in a Paramedic Sergeant role. If an officer moves out of the particular Paramedic Sergeant role (either voluntarily or involuntarily) or if a Sergeant's employment is separated for any reason, then the Sergeant will receive a pro rata share of the monthly incentive pay based on their completed days of service in the Paramedic Unit in that calendar month. Incentive payments under this Section will not be factored into the calculation of any overtime pay.

#### Section 10.8 - Parking

The parties agree that the employer sets the parking rate.

#### ARTICLE XI: NO STRIKE/NO LOCKOUT

#### Section 11.1 - No Strike

No employee covered by this Agreement shall engage in, induce, or encourage a strike, work stoppage, slowdown, or withholding of services. The Metropolitan Alliance of Police 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 11.2 - 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 Metropolitan Alliance of Police or for any reason whatsoever.

#### Section 11.3 - M.A.P. Responsibility

All employees who hold a position of authority in the local Chapter of M.A.P. 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 XII: UNIFORM/EQUIPMENT PROVISIONS**

#### **Section 12.1 - Uniform and Equipment**

The Employer shall be responsible for providing Sergeants with the uniform and equipment items listed herein. All Sergeants are required to report to work with their clothing and equipment in clean condition and neat in appearance. The Employer agrees to launder the uniforms issued to Sergeants for the cleaning, care, and maintenance of those items.

The Employer will replace uniform and equipment items listed herein when such replacement is made necessary by normal wear and tear or in the performance of their duties, and then only after inspection and approval by the Employer. Sergeants shall be responsible for maintaining all uniforms and equipment in a serviceable manner and are required to promptly report to the department all items damaged or lost in the performance of their duties. Uniform and equipment items lost or damaged due to negligence or circumstances not related to the performance of the Sergeant's duties must be promptly reported to the department and replaced at the Sergeant's expense.

The basic uniform and equipment of the Sergeant will consist of:

a.

Item	Quantity
Trouser, all weather	4
Shirt, summer, in color	3
Shirt, winter, in color	3
Sweater, winter	1
Coat, winter, with zip-out liner	1
Raincoat, reversible, full-length	1
Hat, police, dress with cover	1
Hat, baseball with police markings	1
Hat, stocking with police markings	1
Tie, clip-on	3

Item	Quantity
Firearm, pistol, sidearm, with 2	
mags.	1
Belt, Duty, Sam-style with 4	
keepers	1
Holster, sidearm, Level III	1
Carrier, magazine, double	1
Case, handcuff, double	1
Handcuffs, double lock with keys	1
Baton, ASP, 21 inches	1
Holder, baton	1
Pepper Spray, OC	1
Holder, pepper spray	1

Turtleneck, Dickie-style, half	1
Nametags	2
Badges, police, star	3
Badges, hat	1
Identification, police, with carrier	1
Patches, shoulder, all shirts, sweaters,	As
jackets	required

Radio, police, with shoulder mic	1
Holster, radio	1
Clip, shoulder, radio.	1
Flashlight	1
Holster, flashlight	1
Pouch, gloves	1
Carrier, vest, interior, with tails	1
Carrier, vest, exterior	1
Mask, protective, CPR, micro-	
shield	1
Vest, ballistic, level 2A	
with full front, side, and back	
coverage	1

Equipment and basic uniform that is issued to the employee are considered university property. Upon termination of employment, all items issued must be returned no later than their last date of employment. Lost or damaged items at the time of termination must be replaced at the expense of the employee.

#### Section 12.2 - Body Armor

Body armor shall be furnished by the Employer and worn at all times under the following conditions: a) while in uniform performing normal job duties and, b) while engaged in the execution of a search warrant. The wearing of body armor is optional when the heat/humidity index reaches 90 degrees Fahrenheit.

#### **Section 12.3 - Other Personal Equipment**

The Employer agrees to repair or replace as necessary the eyeglasses, contact lenses, and prescription sunglasses of a Sergeant if such personal equipment is damaged or broken during the course of University duties if the Sergeant is required to exert physical force or is attacked by another person. The Employer agrees to repair or replace personal watches, spending up to a maximum of \$50, if such personal equipment is damaged or broken during the course of University duties if the Sergeant is required to exert physical force or is attacked by another person.

#### Section 12.4 - Squad Car

If an on-duty Sergeant feels that an assigned police vehicle or equipment is hazardous and unsafe to operate, the Commander must be notified of the vehicles or equipment's condition. If the Commander concurs with the Sergeant's observation, the Commander may declare the vehicle unfit for use for the remainder of the shift.

All bargaining unit members shall use due and reasonable care in the operation of a squad car and other university vehicles. All members are responsible for immediately reporting any known or discovered defect in vehicle, including the absence of any part of equipment in the vehicle. Further, members are required to immediately report any problems or concerns with department equipment, including all equipment issued to members, to their immediate supervisor. Each bargaining unit member is responsible for the security, inspection, and maintenance of all equipment issued to them.

#### ARTICLE XIII: GRIEVANCE PROCEDURE

#### **Section 13.1 – Definition**

A grievance shall be defined as any dispute or difference between the parties with respect to the applications, administration, and interpretation of the provision 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 shall be filed within five (5) business days after the occurrence of the event giving rise to the grievance, or within five (5) business days after the date when the union member or the union officer should, using reasonable diligence, have become aware of the event giving rise to the grievance. For purposes of the grievance procedure, business days are considered to be Monday through Friday.

The grievance will include the specific provision of the agreement that is in dispute and remedy sought. Grievances filed without the specific provision and remedy will be returned to the grievant(s) thus restarting the time limits. Grievant agrees to attempt to resolve the dispute with their supervisor prior to filing of grievance.

#### **Section 13.2 – Representation**

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be the sole responsibility of the employee, but in all cases where an employee wishes to have a representative, a representative from Metropolitan Alliance of Police shall be obtained. 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 13.3 - 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 time frames expressed. Time limits are expressed in business days and exclude Saturdays, Sundays, recognized holidays, and shutdown periods.

In order to provide adequate attention to each grievance as submitted, both parties agree to respond/advance one (1) grievance at a time. For example, should two (2) grievances be filed on the same date, the University will have ten (10) days in which to respond to the first, and ten (10) additional days in which to respond to the second or subsequent grievances. Likewise, the Union will have ten (10) days to respond/advance the first grievance, and then ten (10) additional days after doing so to respond/advance to the second or subsequent grievances.

#### **Section 13.4 - Grievance Procedures**

Grievances shall be processed in the following manner:

<u>Step 1</u> – Within five (5) business days after the first occurrence, or within five (5) business 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 ten (10) business days after such presentation.

Step 2 - 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 Chief of Police or his designee within ten (10) business days after receipt of the Step 1 written response. The Chief of Police or his designee shall meet with the grievant in an attempt to resolve the grievance within ten (10) business days. The Chief of Police or his designee shall issue a written Step 2 response within ten (10) business 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 Director of Employee and Labor Relations. within ten (10) business days after the Step 2 written response. The Director of Employee and Labor Relations or a designee, shall conduct a meeting with department representatives, the grievant and/or a designated representative within ten (10) business days. The Director of Employee and Labor Relations, or a designated representative, shall issue a written Step 3 response to the grievance within ten (10) business days following the meeting.

#### **Section 13.5 - Arbitration**

If the grievance is not settled at Step 3, the Union may present the grievance to the Director of Employee and Labor Relations for Arbitration within ten (10) business 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 alternatively 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. 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, 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 date the grievance was presented in Step 1. The arbitrators 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 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 XIV: DISCIPLINE AND DISCHARGE**

#### **Section 14.1 - Progressive Discipline**

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for just 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 Chapter agrees there may be justification for immediate suspension or discharge (NIU) of an employee in accordance with the State Universities Civil Service System Statute and Rules or the provisions of this Agreement. Disciplinary action or measures will generally include the following:

- 1. Oral reprimand
- 2. Written reprimand
- 3. Suspension
- 4. Discharge

#### <u>Section 14.2 – Representation</u>

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 Chapter at any such interviews or meetings.

#### **Section 14.3 - Notification**

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee and the Chapter within ten (10) business days of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

#### **Section 14.4 - Personnel Files**

Employees may review their respective personnel files as defined under the Illinois Personnel Records Review Act.

An employee feeling aggrieved over computation of pay may, with the consent of the Chief of Police or his designee (such consent will not be unreasonably withheld), be permitted to examine his or her own time sheets and compensation time records. Likewise, a Chapter 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.

#### Section 14.5 - Discipline Record

Upon written request, oral and written reprimands will be removed from an employee's file after two (2) 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 (4) years has elapsed, provided no further related reprimands have been issued in that timeframe.

Counseling statements may be used to document employee conduct, which may be either positive or negative in nature. Counseling statements shall not be considered to be part of the disciplinary record; however, they are considered as documentation of work history. Counseling statements which are negative in nature, upon the employee's request shall be removed from the employee's file after a period of two (2) years.

#### **Section 14.6 - Limitations**

Any formal disciplinary action for not more than a twenty-nine (29) calendar day suspension 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 of thirty (30) calendar days, a demotion, or a termination, the employee may elect to appeal the recommended suspension, demotion, or termination, either through the State University Civil Service System Statute and Rules as outlined in Section 14.9 of this Article or through the arbitration procedure, but not both. With respect to such thirty (30) calendar day suspension, demotion, or termination cases, if the employee elects to appeal through the State Universities Civil Service System Statute and Rules, the employee and/or Chapter waive their right to proceed on the matter through the arbitration process. Conversely, if with respect to a thirty (30) calendar day suspension, demotion or termination, the employee elects to proceed on the matter through the arbitration process, the employee and/or Chapter waive their right to proceed on the matter through the State Universities Civil Service System Statute and Rules.

#### Section 14.7 - Inquiries, Investigations, Interrogations

Formal Investigations, or Interrogations (oral or written) of a Police Sergeant shall be in accordance with the provisions of the Uniform Peace Officer's Disciplinary Act and also in accordance with the State Universities Civil Service System Statute and Rules. Bargaining Unit members retain their rights pursuant to *Weingarten*. If an employee becomes a suspect or the target of a criminal investigation, such employee shall be notified in writing of their constitutional rights prior to any further interview in accordance with the law.

#### **Section 14.8 - Probationary Employees**

All newly promoted sergeants shall be considered probationary employees until they complete a probationary period of twelve (12) months of work. During an employee's probationary period, the Employer retains the sole right to demote probationary employees. The demotion of a sergeant during the probationary period is not subject to grievance and/or arbitration under this Agreement.

#### Section 14.9 - Election of Grievance Arbitration for Discipline.

Prior to imposing discipline involving a suspension of thirty (30) calendar days, or a demotion or termination, the Chief of Police or the Chiefs designee will set a meeting with the

employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chiefs designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, any suspension of thirty (30) calendar days or a demotion or termination of the employee may be contested either through the arbitration procedure of this Agreement or through the State University Civil Service Merit Board ("Merit Board"), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as <u>Appendix</u>). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the Sergeant by the Employer, at the time the Sergeant is formally notified of the Decision to Discipline.

The employee shall have seven (7) calendar days from receipt of the Decision to Discipline to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline.

If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chiefs designee in writing of the intent to arbitrate within fourteen (14) calendar days of the issuance of the Decision to Discipline.

If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause. If the arbitration is not approved by the Union within fourteen (14) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the State University Civil Service Merit Board in accordance with the State Universities Civil Service System Statute and Rules, as amended.

#### Section 14.10 - Drug and Alcohol Policy

#### **Section 1 - Statement of Policy**

It is the policy of the Northern Illinois University Police Department that the use of illegal drugs and abuse of legal drugs and alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. Additionally, such conduct violates the reasonable expectations of the public that Sergeants will be free of the effects of drugs and alcohol while on duty. The purpose of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

#### **Section 2 – Prohibitions**

Employees shall be prohibited from:

a) Consuming, possessing, or being under the influence of alcohol on duty other than in an authorized duty capacity, required in the conduct of an investigation, with prior supervisory authorization.

- b) Possessing, using, or being under the influence of any controlled substance (including cannabis) while on duty, other than in an authorized duty capacity, except with the approval and guidance of a licensed physician.
- c) Using any illegal drug, or any drug not yet scheduled as a controlled substance, but which impairs an employee.
  - d) Failing to report to their immediate supervisor any known adverse side effects of over-the-counter medication or prescription drugs which they are taking.

#### Section 3 - When Drug and Alcohol Testing is Permitted/Required

Where the University has reasonable suspicion to believe that an employee is under the influence of alcohol, a controlled substance, or illegal drugs during the course of the workday, the University shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

Any Sergeant who discharges his or her weapon either accidentally or intentionally while on duty (other than for training purposes or for the necessary euthanizing of an animal), is involved in a vehicle accident while operating a department vehicle that results in a fatality, critical injury to a person, or significant property damage, or uses physical force while on duty that results in serious bodily harm or the death of another person, shall be subject to mandatory drug and alcohol testing as set forth within this Agreement. Such testing shall be conducted at a reasonable and appropriate time and place given the circumstances and as determined by the department. For the purposes of this provision, a critical injury is defined as an injury involving or which potentially could result in death, dismemberment, loss or significant impairment of an organ, loss of sight or hearing, burns over a major part of the body, a significant loss of blood, bone or skull fractures, or any other injury requiring care in a critical or intensive care unit or that could be classified by medical personnel as constituting a critical injury.

Significant property damage is defined as damage to any personal property owned by the University or any corporation, individual or other entity that is assessed by the University to exceed including repairs and labor costs.

Serious bodily harm is defined as bodily harm that imposes a substantial risk of death or causes extreme physical pain, prolonged loss, or impairment of the function of any body part or organ, protracted unconsciousness, permanent disfigurement, or significant internal damage (such as internal bleeding or broken bones).

Expressly subject to applicable/existing law, any instance when an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty (also known as an "officer involved shooting"), shall result in mandatory drug and alcohol testing as soon as practicable after the officer involved shooting – but no later than the end of the shift or tour of duty of that officer.

#### **Section 4 - Order to Submit to Testing**

At the time a Sergeant is ordered to submit to testing authorized by this Agreement, the University shall provide the employee with a written notice of the order, including a brief synopsis of the observations which have formed the basis of the order to test. No questioning or testing of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel provided that this shall occur within forty-five (45) minutes of the order being given. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may have.

#### **Section 5 - Tests to be Conducted**

In conducting the testing authorized by this Agreement, the University shall:

- Use only a clinical laboratory or hospital facility that is licenses pursuant the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA).
- b) Use as the initial screening immunoassay (IA) step a rapid semi-quantitative chemical test which uses a specific antibody to react with the drug or metabolite of interest. The confirmation assay used in the drug analysis procedure shall be Gas Chromatography/Mass Spectrometry (GC/MIS), or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test results. No employee covered by the agreement shall be permitted at any time to become a part of such chain of custody.
- d) Collect a sufficient sample of the same bodily fluid or material for the purpose of drub testing of an employee to allow for initial screening, a confirming test, and a sufficient amount to be set aside reserved for later testing if requested by the employee. This will not apply to alcohol testing as this will be done on a breathalyzer as specified by Section 5, Paragraph (h) of this policy.
- e) Collect samples in such a way as to preserve the employee's right to privacy and to ensure a high degree of scrutiny for the sample and its freedom from adulteration.
- f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility accredited by (NIDA) of the employee's own choosing and at the employee's expense within forty-eight (48) hours of the confirmed test results, provided the employee notifies the University in writing within twenty-four (24) hours of receiving the results of the tests.
- g) Require that the laboratory or hospital facility report to the University that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug or alcohol. The parties agree that should any information concerning such testing, or the results thereof be obtained by the University inconsistent with the understandings expressed herein (i.e., billings for testing that reveal the nature or number of tests administered), the University will not use such information in any manner or forum adverse to the employee's interest.
- h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or higher be considered positive and such tests to be performed on an Intoximeter RBT4 or whatever equivalent machine is deemed necessary at the time by clinical laboratory or hospital facility.
- i) Provide each employee tested with a copy of all information and reports received by the University in connection with the testing and the results. Test results shall

be communicated to and interpreted by a physician who is designated as the Medical Review Officer (MRO). Both positive and negative test results will be reported to the Chief of Police and other University officials on a strict "need to know" basis. Prior to reporting positive test results, the MRO is required to contact the employee involved to determine whether there is any alternative explanation for the presence of the controlled substance. If the MRO determines that the presence of the prohibited drug is due to legitimate medical use, the test will be reported as negative.

j) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 6 - Right to Contest**

Expressly subject to applicable/existing law, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by the Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of the Drug and Alcohol Policy. It is agreed by the parties that they in no way intend to have in any manner restricted, diminished, or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

#### **Section 7 - Voluntary Requests for Assistance**

The University shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the University may require reassignment of the employee with pay if he/she is then unfit for duty in his/her current assignment. The University shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the University through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulated benefit time and/or be placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team.

The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or alcohol or is otherwise in violation of this Policy.

#### **Section 8 - Confidentiality of Test Results**

Confirmed positive and negative drug and alcohol tests will be disclosed to the Chief of Police. This information may be disclosed to other University officials on a strict "need to know" basis. In addition, the person tested and/or the designated representative of the Union shall be provided

the results of confirmed drug and alcohol tests unless the person tested makes a written request to the Chief of Police that the Union representative not be given the results. Unless required by court order or lawful subpoena and as evidence presented by the University in disciplinary proceedings involving the Sergeant who has been tested, test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

#### **Section 9 - Discipline**

An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the University, as provided for in Section 7. The foregoing is conditioned upon:

- a) The employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved.
- b) The employee discontinues his or her use of illegal drugs and/or abuse of alcohol.
- c) The employee completes the course of treatment prescribed, including an "after-care" plan.
- d) The employee agrees to submit to random testing during work hours of work for up to one (1) year.
- e) The employee agrees to sign the appropriate releases to allow disclosure of employee's participation in treatment and completion of any prescribed program.

Employees who do not agree to or who do not act in accordance with the foregoing or who test positive for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, up to and including discharge.

#### Section 10 – Dismissal

The University Police Department shall initiate action to dismiss an employee for:

- a) Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample.
- b) Refusing to obtain counseling or rehabilitation through the Faculty/Staff Assistance Program after having been found to use or possess illegal drugs, controlled substances, or alcohol in violation of this Agreement; or
- c) Having been found not to have refrained from improper use of illegal drugs, controlled substances, or alcohol after the first finding of illegal drug use or improper alcohol use.
- d) Failure to comply with any recommended treatment or rehabilitation program.

The foregoing shall not be construed as an obligation on the part of the University to retain an employee on active status throughout the periods of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status could constitute a direct threat to the property or safety of the general public.

#### **ARTICLE XV: NON-DISCRIMINATION**

#### **Section 15.1 - General Provisions**

In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of employee's race, color, religion, sex, age, national origin, physical or mental disability, political affiliation, sexual orientation, marital status, veteran status, or status as a victim or perceived victim of domestic or sexual violence.

#### **Section 15.2 - Association Membership**

Neither the Employer nor the Chapter shall interfere with the right of employees covered by this Agreement to become or not become members of the Chapter 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 Chapter or because of their exercise of any rights granted by the Regulations of the Board of Trustees or by this Agreement.

#### ARTICLE XVI: EMPLOYEE DEVELOPMENT AND TRAINING

#### Section 16.1 – Training

The department, within financial and operational considerations, will attempt to provide each bargaining unit employee covered by this Agreement with approximately forty (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 Sergeant may be in excess of forty (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 16.2 - Conferences and Seminars**

Police Sergeants shall 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 16.3 - Firearms' Training**

Firearms' training is to be provided to Police Sergeants as described in the appropriate general orders of the department. In order to promote such training, ammunition for the standard issued weapon will be provided by the employer in sufficient quantities to accomplish this training. Ammunition for personal weapons will not be provided by the Employer for this purpose.

#### **Section 16.4 - 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 XVII: 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.

#### **Section 17.3 - Outside Employment**

Employment outside of the Department of Police and Public Safety is prohibited without written consent of the Chief of Police.

#### Section 17.4 - Residency

Effective the date of approval by the Board of Trustees, all newly promoted Sergeants shall, within 12-months of promotion, maintain residency within fifty (50) miles of the NIU Police Station, while employed as a Police Sergeant. This provision is not intended to impose any residency requirement upon any Sergeant who was promoted before the date of approval by the Board of Trustees.

#### **ARTICLE XVIII: 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 M.A.P., 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 XIX 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, 2024. 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 one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Agreement. Notices to renegotiate, as required and provided by the Employer, shall be addressed to M.A.P. Chapter #292, in care of the Local Chapter President, at NIU Department of Public Safety. Notices to renegotiate, as required and provide by M.A.P., shall be addressed to Northern Illinois University, Director of Employee and Labor Relations, Northern Illinois University, 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.

Upon expiration of this agreement, Northern Illinois University, and the Metropolitan Alliance of Police, Local 292, hereby agree to extend the current collective bargaining agreement to provide for continued negotiations for a new labor agreement. Accordingly, the terms and conditions of the current collective bargaining agreement shall remain in full force and effect while an extension agreement is in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Northern Illinois University	Metropolitan Alliance of Police
By: Nand & Williams Chief Negotiator	By: Curtis Young 9-14-21
Date 9/14/2021	Date $9/9/z/$ By: $1/\sqrt{b}$
	Steve Calcaterra Staff Representative, M.A.P.
	Date
	By: KAS
	Keith George President, M.A.P.
	Date 9/10/2021
Board of Trustees	
Ву:	
Designee for the Board of Trustees Northern Illinois University	
Date:	

## OUT-LEASE WITH ELAN CHURCH (NIU as LESSOR)

<u>Summary:</u> The university is requesting to establish a new lease for available space at the Naperville campus. The prospective lessee is a non-denominational church desiring office space and accommodations for regular Sunday services for their congregation. The initial terms would include a five or seven-year agreement with a possible option to extend up to ten years with this organization.

<u>Background:</u> Detailed discussions with the prospective tenant are underway. There is interest in leasing 6,000 to 8,000 square feet of office and meeting room spaces at the Naperville campus potentially beginning October 15, 2021. Office space is anticipated to be a full-time lease while the meeting rooms will be regularly scheduled use which is expected to not interfere with typical short term conference demands.

The church is a qualifying tax-exempt organization which can be supported under the Naperville campus's Certification of Participation bond terms. The lease rate considered is based on current market conditions in the Naperville vicinity as determined by our supporting broker agent.

**Funding:** This is a revenue-generating agreement anticipated to be approximately \$600,000 over the initial five-year term or approximately \$1,200,000 over the potential maximum ten-year term.

**Recommendation:** The University recommends that the Board of Trustees approve the Out-Lease with Elan Church (NIU as Lessor).

# INTERGOVERNMENTAL AGREEMENT AND OUT-LEASE WITH ILLINOIS BOARD OF EXAMINERS (NIU as LESSOR)

**Summary:** The combination inter-governmental agreement (IGA) and lease with Illinois Board of Examiners ended June 30, 2021. A new IGA and lease has been developed to extend the relationship and there is a need for Board of Trustee approval. The university would like to continue the support to this long-term tenant at the Naperville campus by executing a new five-year lease and IGA with an additional five-year option.

<u>Background:</u> The Illinois Board of Examiners (IBOE) examines and certifies candidates that have met all the educational and examination requirements for CPA licensure in Illinois and awards the Certificate of CPA Exam Completion to candidates that pass the Uniform CPA Exam and the AICPA Ethics course.

The IBOE is funded entirely by fees charged for its examination and related services. Since 2012, the IBOE has been affiliated with NIU under the terms of an IGA and a related lease agreement for approximately 4,000 square feet of office space at the Naperville campus. IBOE pays NIU rent under the lease agreement and pays NIU an administrative services fee under the IGA to cover administrative support and assistance with processes such as general business operations. The lease rate is considered fair and reasonable based on current market conditions in the Naperville vicinity.

**Funding:** These are revenue-generating agreements. The IGA is anticipated to generate approximately \$540,000 over the initial five-year term or approximately \$1,080,000 over the potential maximum ten-year term. Similarly, the lease is anticipated to generate approximately \$425,000 over the initial five-year term or approximately \$893,000 over the potential maximum ten-year term.

<u>Recommendation:</u> The University recommends that the Board of Trustees approve the Intergovernmental Agreement and Out-Lease with Illinois Board of Examiners (NIU as Lessor).

#### FISCAL YEAR 2021 REPORT TUITION AND FEE WAIVERS

The Illinois Board of Higher Education issued Tuition and Fee Waiver Guidelines for Illinois Public Universities in June 1999, which was amended in February 2000. These guidelines include the requirement that tuition and fee waivers granted during the fiscal year be reported to each university's Board of Trustees. Pursuant to that requirement, the university has prepared the following report. The FY20 report, approved in September 2020, is included for reference.

#### FISCAL YEAR 2021 TOTAL TUITION AND FEE WAIVERS

## Note: Recipients are represented once for each waiver program Rounding may cause some small variances in total values

		Tuition W	Vaived	Fees Wa	aived
(in thousands of dollars)	Number of Recipients (unduplicated)	Number of Recipients (unduplicated)	Value of Waivers	Number of Recipients (unduplicated)	Value of Waivers
NDATORY WAIVER CATEGORY				<u> </u>	
PROGRAM:					
Teacher Special Education	67_	67_	\$618.6	59_	\$1
General Assembly			0.0		
ROTC	37	35	221.8	25	
DCFS	33	33	119.5	20	
Children of Employees	111	111	473.2		
Senior Citizens	4	4	8.4		
Honorary Scholarships			0.0		
Veterans Grants & Scholarships*	313	308	2,037.2	190	2
Other (please specify) **			0.0		
Unduplicated Mandatory Waiver Count Total ***	563	558	\$3,478.7	294	\$4
Faculty/Administrators (Non-Civil Service)	75	75	379.3	3	
Civil Service	175	175	870.5	53	
Interinstitutional/Related Agencies	44	44	148.2		
Retired University Employees	9	9	20.8	3	
Children of Deceased Employees	4	4	26.9	4	
Children of Employees			0.0		
Academic/Other Talent	834	834	4,071.4	1	
Athletic	188	188	1,547.1		
Gender Equity in Intercollegiate Athletics	151	151	1,319.1		
Foreign Exchange Students			0.0		
Out-of-State Students			0.0		
Foreign Students	15	15	138.3		
Fellowships		13	55.9		
Student Need - Financial Aid		2	14.5		
Student Need - Special Programs	4	4	27.5		
Cooperating Professionals	348	348	943.0		
Research Assistants	397	397	2,076.0		
Teaching Assistants	723	723	4,405.0		
Other Assistants	120	120	740.6		
Contract/Training Grants	26	26	185.5		
Other - Fellowships ***	13	13	55.9		
	_	-	0.0	-	

	Number of	Total Value of
Unduplicated Summary Tuition and/or Fees	Recipients	Waivers
Mandatory Waiver Category Total***	563	\$3,944.1
Discretionary Waiver Category Total***	2,984	\$17,094.6
Total count of Waivers ****	3,547	\$21,038.7

<sup>\*</sup> Illinois Veterans Grants (ISAC), Illinois National Guard Grants (ISAC), and POW/MIA Scholarships (Department of Veterans' Affairs). Included are only the waived (unfunded) portion of these grants.

<sup>\*\*</sup> Other waiver categories must be approved by the Board of Higher Education prior to reporting.

Each recipient is counted only once in the unduplicated count even if they benefited from multiple waivers during the academic year.

Each recipient is counted only once in the Total Count of Waivers even if they benefited from a manadatory and a discetionalry waiver.

## $\label{eq:fiscal year 2020} FISCAL\,YEAR\,2020$ $TOTAL\,TUITION\,AND\,FEE\,W\,AIVERS$

#### (\$ in thousands)

		Tuition	Waived	Fees V	Vaived
(in thousands of dollars)	Number of Recipients (unduplicated)	Number of Recipients (unduplicated)	Value of Waivers	Number of Recipients (unduplicated)	Value of Waivers
NDATORY WAIVER CATEGORY					
PROGRAM:					
Teacher Special Education	58	58_	\$ 540	54	\$ 159
General Assembly					
ROTC	36	38	221	21	1
DCFS	47	41	186	33	37
Children of Employees	140	140	603		
Senior Citizens	5	5	23		
Honorary Scholarships					
Veterans Grants & Scholarships*	327	324	2,196	201	228
Other (please specify) **					
					=
Unduplicated Mandatory Waiver Count Total ***	613		\$ 3,769	309	\$ 425
PROGRAM: Faculty/Administrators (Non-Civil Service)	96	96	\$ 450	7	\$ 3
Civil Service	188	188	845	59	56
Interinstitutional/Related Agencies	33	33	121		
Retired University Employees	10	10	49	1	
Children of Deceased Employees	6	6	48	5	1
Children of Employees					
Academic/Other Talent	741	741	3,760		
Athletic	172	172	1,421		
Gender Equity in Intercollegiate Athletics	168	168	1,391		
Foreign Exchange Students					
Out-of-State Students	- 17	- 17	- 170		
Foreign Students	9	<u>17</u>	172		-
Fellowships			32		
Student Need - Financial Aid Student Need - Special Programs	<u>1</u> 8	<u> 1</u> 8	40		
	363	363	917		-
Cooperating Professionals Research Assistants	427	427	3,101		-
Teaching Assistants	852	852	6,376		
Other Assistants	184	184	1,372		
Contract/Training Grants	20	20	1,372		
Other(please specify) ***			146		
omerpicase specify)					
Unduplicated Discretionary Waiver Count Total ***	3,295		\$ 20,252	72	\$ 7.

	Number of	Tota	d Value of
Unduplicated Summary Tuition and/or Fees	Recipients	V	Vaivers
Mandatory Waiver Category Total***	613	\$	4,194
Discretionary Waiver Category Total***	3,295	\$	20,323
Total count of Waivers****	3,908	\$	24,517

Illinois Veterans Grants (ISAC), Illinois National Guard Grants (ISAC), and POW/MIA Scholarships (Department of Veterans' Affairs). Included are only the waived (unfunded) portion of these grants.

<sup>&</sup>quot; Other waiver categories must be approved by the Board of Higher Education prior to reporting.

Each recipient is counted only once in the unduplicated count even if they benefited from multiple waivers during the academic year.

<sup>....</sup> Each recipient is counted only once in the Total Count of Waivers even if they benefited from a manadatory and a discetionalry waiver.

## COLLEGE OF ENGINEERING AND ENGINEERING TECHNOLOGY OVERVIEW

Dean Donald R. Peterson will present an overview of the College of Engineering and Engineering Technology.

#### **BOARD OF TRUSTEES 2022 MEETING DATES APPROVAL**

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 24	4 <sup>th</sup> Thursday
June 16	3 <sup>rd</sup> Thursday
September 15	3 <sup>rd</sup> Thursday
December 8	2 <sup>nd</sup> 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 2022 COMMITTEE MEETING DATES**

#### **Executive Committee**

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

February 10	2 <sup>nd</sup> Thursday
May 12	2 <sup>nd</sup> Thursday
August 18	3 <sup>rd</sup> Thursday
November 10	2 <sup>nd</sup> Thursday

All Board of Trustees Committees will convene in the Board of Trustees Room, beginning at 8:30 a.m. unless indicated differently in future meeting notifications.