



Regular Meeting
of the
Board of Trustees

June 16, 2022

**Regular Meeting of the
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY**

9:00 a.m. – Thursday – June 16, 2022

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. Call to Order and Roll Call
- 2. Verification of Quorum and Appropriate Notification of Public Meeting
- 3. Meeting Agenda Approval..... *Action*..... i
- 4. [Review and Approval of Minutes from May 12, 2022](#)..... *Action*..... 1
- 5. Chair's Comments/Announcements
- 6. Public Comment*
- 7. [Reports of Board Committees and Board Liaisons](#)..... *Information*..... 4
 - a. Academic Affairs, Student Affairs and Personnel Committee (AASAP)
 - b. Finance, Audit, Compliance, Facilities and Operations Committee (FACFO)
 - c. Research and Innovation, Legal and Legislative Affairs Committee (RILLA)
 - d. Illinois Board of Higher Education
 - e. Universities Civil Service Merit Board
 - f. Northern Illinois Research Foundation
 - g. Northern Illinois University Alumni Association
 - h. Northern Illinois University Foundation
- 8. President’s Report No. 161
 - a. University Recommendations Forwarded by the Board Committees
 - 1) [Recommendation for Faculty Tenure and/or Promotion Effective 2022-2023](#)..... *Action*..... 8
 - 2) [Laundry Services Contract Extension](#)..... *Action*..... 10
 - 3) [Secondary Student Health Insurance Contract Renewal](#) *Action*..... 11
 - 4) [NIU Foundation Professional Services Contract](#) *Action*..... 12
 - 5) [Campus Printer/Copier Program Renewal](#)..... *Action*..... 13
 - 6) [Cisco Maintenance Contract](#)..... *Action*..... 14

7) Oracle ERP Hardware/Software Contract	Action.....15
b. University Reports Forwarded by the Board Committees	
1) Annual Report on Northern Illinois University’s Partnership with Northwestern Medicine 2021-2022	Information.....16
2) State Legislative Report.....	Information.....20
3) Federal Legislative Report.....	Information.....22
4) Sponsored Program Administration Quarterly Report	Information.....24
5) Shimadzu Partnership	Information.....35
6) Quarterly Financial Summary Fiscal Year 2022 Third Quarter as of March 31, 2022.....	Information.....36
7) Periodic Report on Investments for Period Ending March 31, 2022.....	Information.....40
8) Fiscal Year 2023 University Budget Preliminary Summary	Information.....43
9) Strategic Division of Information Technology Presentation....	Information.....45
10) BEP Strategic Presentation	Information.....46
11) Quarterly Summary Report of Transactions in Excess of \$100,000 for the Period January 1, 2022 to March 31, 2022.....	Information.....47
12) Semi-Annual Progress Report of Active Capital Projects over \$100,000	Information.....49
c. Items Directly from the President	
1) Proposed Naming of the Campus Life Building After President John G. Peters	Action.....56
2) Proposed Naming of New Residence Hall After Fanny Ruth Patterson.....	Action.....71
3) Fiscal Year 2023 Non-Represented Staff Salary Increment Allocation Guidelines	Action.....74
4) Fiscal Year 2022 All Faculty and Staff One-Time Payment (OTP) Allocation Guidelines	Action.....75
5) Collective Bargaining Agreement for the Metropolitan Alliance of Police NIU Chapter #291	Action.....77
6) On- and Off-Campus Unarmed Security Patrol.....	Action.....106
7) Enrollment Management, Marketing and Communications Mobile Messaging	Action.....107
8) Revision – Recommendations for Faculty Tenure and/or Promotion Effective 2022-2023	Action.....108
9) Fiscal Year 2023 University Internal Budget	Action.....110
10) Driving Impact Through Engagement	Information.....115
11) College of Business Overview	Information.....116
9. Chair’s Report No. 102	
a. Fiscal Year 2023 Election of Board Officers and Civil Service Merit Board Representative.....	Action.....117
b. Resolution Honoring Student Trustee Jacob Sommer for Distinguished Service to the Northern Illinois University Board of Trustees....	Action.....118
c. Board of Trustees Bylaws Periodic Review.....	Action.....120

10. Other Matters

11. Next Meeting Date

12. Closed Session

13. Adjournment

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

Anyone needing special accommodations to participate in the NIU Board of Trustees meetings should contact Crystal Doyle, ccoppel@niu.edu or (815) 753-1273, as soon as possible.

Minutes of the
Board of Trustees of Northern Illinois University
Special Meeting
May 12, 2022

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 12:52 p.m. by Board Chair Eric Wasowicz in the Board of Trustees Room, 315 Altgeld Hall.

Recording Secretary Crystal Doyle conducted a roll call.

Vice Chair Rita Athas: Present

Trustee Dennis Barsema: Present

Trustee John Butler: Present

Trustee Montel Gayles: Present

Trustee Veronica Herrero: Absent

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; Interim Vice President for Administration and Finance and Chief Financial Officer Jim Cofer; Vice President for Research and Innovation Partnerships Jerry Blazey; Associate Vice President and Chief Information Office Matt Parks; and University Advisory Council (UAC) Representatives Felicia Bohanon, Holly Nicholson and Karen Whedbee.

VERIFICATION OF QUORUM AND APPROPRIATE NOTICE OF PUBLIC MEETING

General Counsel Bryan 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 Rita Athas so moved, and Trustee Gayles seconded. The motion was approved.

Chair Wasowicz asked for a motion to amend that motion, in order to approve a consent agenda for action items 7.a. through 7.c. and 7.e. Trustees Gayles so moved, and Vice Chair Athas seconded. The motion was approved.

REVIEW AND APPROVAL OF MINUTES OF MARCH 24, 2022 AND APRIL 7, 2022

Chair Wasowicz asked for a motion to approve the minutes of March 24, 2022. Trustee Pritchard so moved, and Trustee Butler seconded. The motion was approved.

Chair Wasowicz asked for a motion to approve the minutes of April 7, 2022. Trustee Gayles so moved, and Trustee Barsema seconded. The motion was approved.

CHAIR'S COMMENTS/ANNOUNCEMENTS

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

PUBLIC COMMENT

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

PRESIDENT’S REPORT NO. 160

Chair Wasowicz asked President Freeman to present the President’s Report No. 160.

President Freeman presented the items that were moved to the consent agenda including:

Agenda Item 7.a. Appointment of Vice President for Student Affairs

Agenda Item 7.b. Appointment of Interim Dean of the College of Health and Human Sciences

Agenda Item 7.c. Renewal for Shimadzu Instrumentation

Agenda Item 7.e. Charter Bus Service

Chair Wasowicz asked for a motion to approve the consent agenda. Trustee Barsema so moved, and Vice Chair Athas seconded. The motion was approved.

Agenda Item 7.d. Fiscal Year 2022 Revised Student Health Insurance

President Freeman presented agenda item 7.d. for approval.

Due to a conflict, Trustee Montel Gayles will not be voting on the item and will abstain on this item.

Chair Wasowicz asked for a motion to approve item 7.d. 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: Abstain

Trustee Veronica Herrero: Absent

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Absent

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 June 16, 2022 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 Barsema seconded.

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

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Absent

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Absent

Board Chair Eric Wasowicz: Yes

The motion was approved.

The Board closed the public meeting at 1:01 p.m.

The meeting reconvened from closed session at 3:08 p.m.

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

Vice Chair Rita Athas: Present

Trustee Dennis Barsema: Absent

Trustee John Butler: Present

Trustee Montel Gayles: Present

Trustee Veronica Herrero: Present

Trustee Bob Pritchard: Present

Trustee Jacob Sommer: Absent

Board Chair Eric Wasowicz: Present

ADJOURNMENT

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

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

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: Absent

Board Chair Eric Wasowicz: Yes

The motion was approved.

The meeting adjourned at 3:09 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.

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 May 12, 2022. Three action items appeared on the agenda: Appointment of Vice President for Student Affairs; Appointment of Interim Dean of the College of Health and Human Sciences; and Recommendation for Faculty Tenure and/or Promotion Effective 2022-2023 all were approved. The committee received one information item: Annual Report on Northern Illinois University's Partnership with Northwestern Medicine 2021-2022. The three action items were sent in front of the Special Meeting that same day.

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

The Finance, Audit, Compliance, Facilities and Operations Committee met on May 12, 2022. The committee was presented with three Financial Update items: Quarterly Financial Summary Fiscal Year 2022 Third Quarter as of March 31, 2022, Periodic Report on Investments for Period Ending March 31, 2022, and Fiscal Year 2023 University Budget Preliminary Summary. The committee approved nine actions items: Renewal of Shimadzu Instrumentation, Fiscal Year 2022 Revised Student Health Insurance, Charter Bus Services, Laundry Services Contract Extension, Secondary Student Health Insurance Contract Renewal, NIU Foundation Professional Services Contract, Campus Printer/Copier Program Renewal, Cisco Maintenance Contract, and Oracle ERP Hardware/Software Contract. Of these nine action items, three items were sent in front of the Special Meeting that same day. The committee also received four University Information items, which included two presentations: Strategic Division of Information Technology Presentation, BEP Strategic Presentation, Quarterly Summary Report of Transactions in Excess of \$100,000 for the Period January 1, 2022 to March 31, 2022 and Semi-Annual Progress Report of Active Capital Projects over \$100,000.

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

The Research and Innovation, Legal and Legislative Affairs Committee met on May 12, 2022. The committee considered four information items: the State Legislative Report, the Federal Legislative Report, the Sponsored Programs Administration Quarterly Report, and a Shimadzu Partnership Report. Dr. Gerald C. Blazey, Vice President for Research and Innovation Partnerships reported that NIU continues to see growth in its externally funded portfolio, noting that excluding COVID-19 relief funds, the amount of sponsored funding has increased by 30% compared to the same time last year. Dr. Blazey also reported on the outcomes of the yearly Research and Artistry award program and that three faculty members received the Presidential Research, Scholarship, and Artistry awards for 2022. Ms. Katie Davison, Director of State Relations provided the State Legislative Report. She reported that the Governor signed the FY23 budget, from which NIU will receive a supplemental increase of \$4.3 million dollars to the FY22 budget as well as a 5% increase to the FY23 Budget. Dr. Blazey provided the Federal Relations Report on behalf of Dr. Anna Quider, Assistant Vice President for Federal Relations. He reported that Congress completed the FY22 appropriations process in March, and that all NIU's priorities received flat or increased funding. Dr. Blazey also reported that in April, Congresswoman Underwood visited NIU to tour our Microelectronics Research and Development Laboratory in the College of Engineering and Engineering Technology and that in May Dr. Anna Quider testified before the National Science Board of the National Science Foundation. Ms. Dara Little, Assistant Vice President for Research and Sponsored Programs

provided the written FY22 Q3 Sponsored Funding Report. Dr. Blazey discussed the Shimadzu Partnership, noting that renewal was an action item for the FACFO meeting.

d. Illinois Board of Higher Education

The IBHE met on January 10, 2022. Ms. Ginger Ostro (IBHE Executive Director) presented “Fiscal Year 2023 Higher Education Budget Recommendations: Operations, Grants, and Capital Improvements.” She discussed the strategies for *A Thriving Illinois* and said the budget recommendations for Fiscal Year 2023 are making investments for these strategies. The top-level request is for an additional \$139 million in general funds to support *A Thriving Illinois*, a \$17 million increase for funding for the state universities retirement system and reappropriation of funding for the *Rebuild Illinois* program. The IBHE unanimously approved the recommendations presented. The IBHE has not released the minutes from the meeting on March 15, 2022. 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 Merit Board met on April 7, 2022. Several Merit Board members joined the meeting through remote connection between the System Office and campus facilities throughout the state (NIU’s Merit Board representative was located at the NIU Naperville campus, 1120 East Diehl Road, Naperville, IL). At the meeting, the Merit Board considered one discharge unrelated to NIU and several other matters. Included in these other matters were several routine reports and other significant matters, including a report from the Human Resource Directors Advisory Committee, a report from the Employee Advisory Committee (EAC), reports from the Executive Director and Legal Counsel, a review of recent activities of the System’s Governance, Risk, and Compliance Audit Program, and an update on proposed changes to the State Universities Civil Service Act (the Act). The Merit Board learned that HB 5408, introduced on January 28, 2022 (by Representative Carol Ammons), passed in the House on February 24, 2022, and had by then been introduced in the Senate for 2nd Reading. The provisions of this legislation were reviewed in advance and approved by the Merit Board at an earlier meeting (December 9, 2021). Since the April meeting, HB 5408 passed the Senate (sponsored by Scott Bennett) and was sent to the Governor on May 6, 2022. The final version of changes to the Act addresses several administrative matters, most notably adding Juneteenth as a holiday for Civil Service employees. The Merit Board’s original set of changes included a proposal to amend Section 36(h)(1), eliminating the Illinois residency requirement for applicants who want to test for a position; however, that provision was not advanced by HB 5408’s House sponsor. During the Spring legislative session, additional changes to the Act were proposed through another bill, HB 1172 (sponsored by Katie Stewart, joined by 70th District Representative Jeff Keicher), which included the elimination of the residency requirement for testing and several other significant amendments. Most public universities, including NIU, registered their support of these changes in hearings; several members of EAC and representatives of several union organizations registered their opposition. That legislation did not advance to the floor during the session. More recently, the System Office has indicated its intentions to alter the manner in which testing occurs for status positions. The goal of these changes is to largely replace knowledge tests, where they are still being used, with credential assessments (exceptions include police classifications). These changes are expected to be implemented in phases. Additional information will be provided, as needed, in future reports on this new development. The System Office has scheduled the next Merit Board meeting for August 11, 2022.

f. Northern Illinois Research Foundation

The Audit Committee and Board of Directors of the Northern Illinois Research Foundation held their quarterly meetings on March 16 and 22, 2022, respectively. The Audit Committee discussed the quarterly financial statements, the audit and tax firm engagement letters, NIRF insurance renewal, and committee membership. The Board of Directors approved a resolution recognizing Lee Sheridan's service. The Board also received quarterly updates from the Audit Committee and the NIU Office of Innovation including a presentation on the Panoptic -NIU Project and on technology transfer.

g. Northern Illinois University Alumni Association

Communications – The newest *Northern Now* is well underway, with the topic being servant leadership. A focus is on Huskies who lead in not-for-profit settings. We anticipate an August distribution date.

The communications team continues to leverage analytics to improve our efficacy. Open rates have skyrocketed from 17.84% to 26.75%. This is the result of increased targeting. We have sent out 2 million fewer emails than this time last fiscal year, but they are being opened at a dramatically higher rate.

Beyond that, new graphic designer Mark Lobo has really found his stride. We have started creating a custom patch for each NIUAA Travel Program, LLC trip. He has also been making wonderful graphics for event promotion.

Engagement and Events – Event planning has continued full force. Football season is closer than it seems, and plans are solidifying, including pre-game parties for the September 10 NIU @ Tulsa game, and the September 24 NIU @ Kentucky game. Of course, Homecoming on October 8 will feature a variety of alumni activities as well.

We continue to leverage Mission, and this year are doing a first: Mission's "Dog Days of Summer" – a road trip featuring Mission, stopping in Milwaukee (June 25 and the unveiling of a Mission bobblehead), Madison (June 26), Galena (June 27), Peoria (June 28), and Bloomington (June 29).

We are also exploring ways to both boost our online alumni store as well as offer merchandise for purchase at events. There is some revenue potential there, but primarily it will be a service to offer our alumni and friends.

Volunteerism remains an area of robust activity and high levels of engagement. We have already surpassed volunteer numbers from the entirety of FY21, going from 1,206 unique alumni volunteers to 1,325 as of April 27, 2022. A real highlight this year is the growth of the Huskie Postcard Project, which saw 162 alumni writing nearly 1,400 postcards containing messages of encouragement to current students. We attached candy, and distributed them during finals week, showing students that they are not alone and the alumni base cares about them.

The Advocacy program scored a big win, playing a key role in convincing legislators to increase the state appropriation for higher education by 5%. This was assisted by the 214 alumni volunteers who made 500 total contacts to state legislators.

NIUAA Board – The NIUAA board welcomes five new members on July 1. There has been a focus for years on having an alumni association board that reflects the diversity of experiences and backgrounds of our alumni base. While we have a ways to go in a few key demographic areas, this slate will help correct the lack of women on the board. Additionally,

our board is more than 40% people of color. The board is also participating in the Huskies United day of giving, instituting their own challenge to spur participation.

h. Northern Illinois University Foundation

Catherine Squires, Vice President for Advancement and President & CEO of the NIU Foundation, will provide a verbal report.

**RECOMMENDATION FOR FACULTY TENURE AND/OR
PROMOTION EFFECTIVE 2022-2023**

NAME COLLEGE/DEPARTMENT/SCHOOL

**Promotion from Clinical Assistant Professor to Clinical Associate Professor
(For Informational Purposes Only)**

Danica Billingsly	Allied Health and Communicative Disorders
Mariah Cheyney	Allied Health and Communicative Disorders

Promotion from Associate Professor to Professor

Ann Dzuranin	Accountancy
Wayne Finley	University Libraries
Ibis Gomez-Vega	English
Steven Howell	Kinesiology & Physical Education
Jesse Johnson	Special & Early Education
Elizabeth Kahn	English
Vijaykumar Krishnan Palghat	Marketing
Katrina Mantzke	Accountancy
James Ressler	Kinesiology & Physical Education
Karen Samonds	Biological Sciences
Shane Sharp	Sociology
Tomoyuki Shibata	Health Studies
Thomas Skuzinski	Public Administration
Stephen Tonks	Leadership, Educational Psychology & Foundations
Linda Yasui	Biological Sciences

Tenure and Promotion from Assistant Professor to Associate Professor

Natalie Andzik	Special & Early Education
Bobby Broom	Music
Sachit Butail	Mechanical Engineering
Benjamin Creed	Leadership, Educational Psychology & Foundations
Stephanie DeSpain	Special & Early Education
Christopher Goodman	Public Administration
Xiaodan Hu	Counseling & Higher Education
Jaejin Hwang	Industrial & Systems Engineering
Kishen Iyengar	Operations Management & Information Systems
Anna Klis	Economics
Tao Li	Chemistry & Biochemistry
Cristan Sabio	Nursing
Emerson Sebastiao	Kinesiology & Physical Education
Matthew Short	University Libraries
Kara Styck	Psychology
Kanjana Thepboriruk	World Languages & Culture
Ches Thurber	Political Science
Craig Warmke	Philosophy
Yao Zheng	Finance

Tenure Only at the Rank of Associate Professor

Courtney Hughes

Health Studies

Hired at the Rank of Associate Professor with Tenure

Michael Manderino

Curriculum and Instruction

Recommendation: The Academic Affairs, Student Affairs, and Personnel Committee recommends Board of Trustees approval of the request for recommendation for faculty tenure and/or promotion effective 2022-2023.

LAUNDRY SERVICES CONTRACT EXTENSION

Summary: The university is presenting a recommendation to extend the contract for laundry services with CSC ServiceWorks from FY24 through FY26. The vendor has agreed to lock in current pricing for monthly rental of high efficiency washer and dryers for the next three fiscal years. This will set an annual contract cost of \$130,260 (\$390,780 total during the terms of the contract extension).

Background: CSC ServiceWorks has been the laundry provider for the university since 2017. Student and staff satisfaction has been high regarding the reliability of equipment and service provided from CSC ServiceWorks. CSC ServiceWorks agrees to replace any undependable equipment based on serviceability and is the national leader in collegiate laundry services as they provide industry setting standards for service and online support for student laundry needs. The current contract is scheduled to end June 30, 2023.

Funding: Institutional Funds - \$390,780

Recommendation: The University recommends that the Finance, Audit, Compliance, Facilities and Operations Committee endorse this request and ask that the President forward it by means of the President's Report to the Board of Trustees for approval at its meeting on June 16, 2022.

In addition to state funding support, the University will also seek reforms that impact University resources but are considered non-budgetary in nature. Staff will work with the IBHE, the Governor's Office, legislators, and other institutions to seek relief from unfunded mandates and burdensome regulations. In short, more flexibility is needed in order to adapt and thrive in today's uncertain environment.

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval of the request for laundry services contract extension.

SECONDARY STUDENT HEALTH INSURANCE CONTRACT RENEWAL

Summary: NIU Intercollegiate Athletics requires annual secondary health insurance to meet the needs for insurance coverage for accident claims for student athletes for athletically related illnesses and injuries. The secondary insurance is required in addition to coverage that the student athletes may have through their own primary insurance. The secondary insurance product being purchased has been designed uniquely and specifically for National Collegiate Athletic Association (NCAA) members with the Master Policy form negotiated on behalf of the schools in accordance with NCAA regulations. Effective date of policy will be August 1, 2022.

Background: This FY23 approval amount is for the NCAA Group Basic Accident Medical Program Insurance Plan, administrative fees (approximately 18%), and aggregate deductible claims coverage for a two-year benefit period per student athlete accident, available through Relation Insurance Services (formerly Ascension Benefits & Insurance Solutions)/Mutual of Omaha Insurance Company as agent and third-party claims administration.

Funding: Institutional Funds - \$450,500

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval of the request for secondary student health insurance contract renewal.

Amount Approved for FY22: \$535,000

NIU FOUNDATION PROFESSIONAL SERVICES CONTRACT

Summary: The Northern Illinois University Foundation, an independent organization, operates to support the mission of Northern Illinois University through fundraising, asset management, and related support activities. Among such activities, the Foundation coordinates and manages cultivation, solicitation, acknowledgment, and receipting of all gifts; administers, invests, and disburses funds; maintains all constituent records; manages and coordinates communications with constituents; and performs alumni relations activities. The FY23 contract amount is \$743,600, in support of fundraising, management of philanthropic assets, alumni relations, and donor stewardship performed on behalf of the University.

Background: The University and the Foundation annually enter into a contract which serves to outline the fundraising services and activities to be provided by the Foundation on behalf of the University each year. This contractual agreement is in accordance with the Legislative Audit Commission Guidelines. The amount represents no change over FY22.

Funding: Institutional Funds - \$743,600

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval of the request for NIU foundation professional services contract.

Amounts Approved:

FY21 \$743,600

FY22 \$743,600

CAMPUS PRINTER/COPIER PROGRAM RENEWAL

Summary: The Division of Information Technology (DoIT) Integrated Media Technologies program requests permission to issue an order for one-time renewal of the campus copier/printer program consisting of approximately 400 Canon multi-function devices (MFD) of various configurations. For FY23, NIU's estimated quantity of campus-wide printed pages is approximately 7M compared to 10.5M in pre-COVID fiscal years, a reduction of 33%.

Considering the reduction in print volume due to the COVID-19 pandemic, as well as significant progress with transitioning legacy paper-based processes to electronic workflow, the total anticipated spend with the Gordon Flesch Co. in FY23 is \$400K for campus fleet printing.

Background: This program is provided under a rental agreement based on a flat rate per copy charge, which includes all equipment, toner, and maintenance costs. Devices are operated with a campus printer card controller system using the NIU OneCard. Peripheral devices, such as fax boards and networking cards, are included in the contract.

Since the initiation of the Anywhere Prints service at NIU in 2015, estimated cumulative savings of the program sits at \$5M through FY22.

Funding: Institutional Funds - \$400,000

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval of the request for campus printer/copier program renewal.

Amounts Approved:

FY19: \$880,000

FY20: \$700,000

FY21: \$700,000

FY22: \$650,000

CISCO MAINTENANCE CONTRACT

Summary: The Division of Information Technology (DoIT) requests permission to purchase Cisco maintenance for hardware, software, and 24x7 technical support for FY23 in the amount of \$400,000.

Background: To provide a robust, dependable, and stable network, the university's enterprise network infrastructure requires Cisco vendor maintenance support. The maintenance agreement, procured annually via a one-year term through an Illinois Public Higher Education Cooperative (IPHEC) approved vendor, supports the entire campus-based network equipment infrastructure to assist DoIT in troubleshooting, break-fix repairs, and replacement of hardware in case of failure.

Funding: Institutional Funds

CDW Government, LLC, Vernon Hills, IL.....\$400,000

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval of the request for CISCO maintenance contract.

Amounts Approved:

FY20: \$400,000

FY21: \$350,000

FY22: \$387,000

ORACLE ERP HARDWARE/SOFTWARE CONTRACT

Summary: The Division of Information Technology (DoIT) requests permission to enter into a three-year renewal agreement with Oracle for the NIU Enterprise Resource Planning (ERP) system for \$3.036M.

This agreement will include software maintenance and the newest servers Oracle offers in their Cloud, as well as storage, disaster recovery and backup services. This creates a very robust, secure and reliable computing environment for NIU. The Cloud server software bundle also includes over \$2M of value-added database options over what NIU has today. This includes advanced security, such as encryption of data and masking of sensitive production and non-production data. These additional database options will create efficiencies and automation allowing Database Administrators to speed the implementation of patches and upgrades in addition to extending their ability to further implement additional projects and innovations.

Background: NIU's current three-year contract, which was appropriated at \$5.3M with Oracle, comes to an end June 30, 2022. The proposed new contract is for another three years at a cost of slightly over \$3M. The savings of this new contract is attributable to the termination of software NIU no longer uses due to the migration to Oracle Cloud as well as re-engineering hardware Cloud technologies by DoIT staff. The current contract also included migration fees from Oracle to migrate from on-premises to the Cloud, which would no longer apply.

Funding: Institutional Funds

Mythics, Inc, Virginia Beach, VA.....\$3,036,000

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval of the request for the Oracle ERP Hardware/Software Contract.

**ANNUAL REPORT ON NORTHERN ILLINOIS UNIVERSITY'S
PARTNERSHIP WITH NORTHWESTERN MEDICINE
2021-2022**

This report is the third annual update on the partnership between Northern Illinois University and Northwestern Medicine. The initial term of the agreement commenced on January 1, 2019 and concludes on December 31, 2023. The agreement may be renewed for another five-year term.

The two primary stakeholders in the agreement are Student Affairs (Student Health Center) and Intercollegiate Athletics. While vacancies in these two units' medical director positions catalyzed the partnership, the pandemic has established Northwestern as an essential campus resource.

PARTNERSHIP SUMMARIES

Student Health Center

The Student Health Center provides ambulatory health care for students and a variety of laboratory, radiology, and telehealth services. The Center is funded by the Student Health Fee, a general charge paid by all students taking classes on the University's main campus in DeKalb.

Intercollegiate Athletics

Northwestern Medicine provides all levels of medical services for the student athletes of Northern Illinois University. These services include the following:

- A sports medicine certified physician to serve as the NCAA Medical Director and head team physician. This position provides medical oversight of the athletic training staff, as well as coordinates all other physician and medical services required by the NCAA, MAC, and NIU.
- Provides home and away football game coverage by a Northwestern Medicine Regional Medical Group Sports Medicine physician and minimum of 1 Orthopedic Surgeon.
- Provide non-football home game physician coverage for over 40 athletic contests in moderate to higher risk sports.
- Perform pre-participation, and post COVID-19 return to activity physicals and clinical testing as required for safe participation in NCAA collegiate sports.
- Scheduled weekly training room clinical sessions to evaluate injured and ill NIU student athletes.
- Provide chiropractic, physical therapy and rehabilitative clinics in NIU training rooms.

COLLABORATION PRIORITIES

Ongoing goals since the founding of the partnership have included the following:

- Enhance the student experience by expanding the breadth and quality of on-campus medical care delivered to students.
- Increase Huskie awareness of and satisfaction with Student Health Center.
- Make on-campus health care more affordable for students and the University.
- Expand health care with access to the Northwestern Medicine network.

MILESTONE ACCOMPLISHMENTS

Over the past year, the University and Northwestern have made considerable progress toward the above objectives. Notable highlights are as follows:

- Through the partnership, and at no additional cost, Northwestern extended Shield testing for COVID-19 to symptomatic students, faculty, and staff.
- New radiology equipment was installed at the Student Health Center in the summer of 2021, upgrading X-ray systems for higher-quality imaging.
- In the fall of 2021, Northwestern introduced a satellite location at Northwestern Medicine Immediate Care in Aurora. Although student traffic was limited, the initiative will continue for another year to adjust for the effects of usage patterns during the pandemic.
- Student-athletes are seen by professional staff in more than 25 specialties across Northwestern Medicine including cardiovascular, mental health, and nutritional professionals.
- Midwest Orthopedic Institute is now part of Northwestern Medicine. The addition of these additional physicians, imaging equipment, and surgical center will help to keep athlete off-campus visits more local and less impactful on their schedules.

STRATEGIC ADVANTAGES

Over the past year, COVID-19 has continued to define and solidify working relationships in our partnership. Northwestern has remained an enduring critical partner in the University's response to the pandemic.

Northwestern Medicine has been instrumental in helping us to keep the campus healthy and safe over the past year providing medical oversight for all the University's surveillance testing with assistance from partners in the Student Health Center, Intercollegiate Athletics, and across campus.

In 2021, this program provided rotational testing to students, faculty, and staff living in NIU Housing, participating in face-to-face classes, and/or interacting with the public. Northwestern hired sixteen students from the University to help staff with daily testing. Surveillance testing was offered Monday through Friday, with an average of three hundred daily tests.

In addition to these massive efforts, Northwestern's partnership has frequently benefitted the University's day-to-day mitigation procedures in several other areas throughout the pandemic.

Northwestern personnel have been well represented and regularly taken a leadership role in the Protecting the Pack taskforce providing advice, resources, and open and honest dialogue.

Northwestern also has been a critical collaborator with the University and the County Health Department responding to potential cases and contact tracing, providing testing for students who were symptomatic or had confirmed exposure to COVID-19.

Aside from providing care and meeting an increasing demand for telehealth visits, Northwestern offered specialized services tailored to the University's student-athletes. They helped ensure surveillance testing for Athletics followed NCAA guidelines.

Brian M. Babka, M.D., the Northwestern Medicine athletic director, was actively involved with the Mid-American Conference and partnered with NIU President Dr. Lisa C. Freeman on making return-to-competition decisions for student-athletes and the rest of the conference. Because COVID-19 continues to present one of the most significant risks to athletes, Dr. Babka screens each student and confirms their return-to-play status.

Additional key collaborations include a wellness initiative facilitated by the Student Health Service Medical Director, Amanda M. Rajendran, D.O. An active partner in building out wellbeing web

resources for students, Dr. Rajendran also helps the University align with evolving best practices in college health through her participation in such associations as the American College Health Association (ACHA) and Illinois College Student Health Professionals (ICSHP)— a consortium of colleges and universities across the state who meet to discuss issues and concerns for student health providers.

Northwestern continues to work with University staff in Counseling and Consultation Services, Student Wellness, our nutrition and dietetics program, and others on student referrals and broader prevention projects. Running the Health Center and working with additional units on campus, Northwestern acts as a liaison for emergency services providers to coordinate transfers to a higher level of care beyond the scope of what is available on campus.

ACCOUNTABILITY METRICS

The extraordinary efforts of the University and Northwestern team resulted a spring semester without any significant campus-wide disruptions to our students' academic experience; and Huskies have become even more aware of Northwestern's services this year, as an increasing volume of students have used campus health care providers during this cycle.

While over a third of all students are seen the same day that they request an appointment, almost one-half of students' seeking appointments for the first time are seen the same day.

Use of Northwestern's services at the University increased significantly, year-over-year:

- Monthly provider visits increased to approximately 300 appointments per month, a 14 percent jump from the prior fall and spring cycle.
- More students also scheduled telepsychiatry visits, with an average of more than 100 a month. This is a 30 percent increase over fall 2020 and spring 2021.
- Nurse visits were also up nearly 30 percent, with an average of more than 230 students coming to appointments each month.
- Lastly, since enhanced radiology was installed last summer, the Student Health Center has recorded about 225 imaging appointments.

We have accomplished all of this without compromising student satisfaction. While the University has paused its traditional intercept testing of students to determine their awareness of Student Health Services during the pandemic, Northwestern recently introduced a new texting-based assessment tool.

The University's assessment program will resume in the fall, but Northwestern gathered higher-than-average responses by allowing students to provide timely feedback via text.

Student satisfaction with services at the Student Health Center has continued to improve over the past year including:

- Eighty-two percent of all students who responded to the after-care survey rated the Student Health Center as a 9 or 10 on a scale of 1-10, a 7 percent improvement over last year.
- Ninety percent of respondents rated their provider as a 9 or 10, a three percent improvement over last year.

Similar satisfaction results can be seen in a fall and winter assessment with student athletes who were asked about their experience with provider care in the training rooms.

Students' ratings for the following questions were at a minimum average of 4.3 on a 5-point scale, with 5 being the highest:

- I had timely access to team physicians after I reported symptoms or was injured: 4.3 out of 5.
- The quality of care I received from team physicians was high: 4.39 out of 5.
- Overall, I received quality care and professional service from the team physicians: 4.40 out of 5.
- I am satisfied with the knowledge demonstrated by the designated medical professionals regarding my injuries: 4.36 out of 5.

Provider visits in the University's Yordon Center Training Room averaged more than 75 student athletes each month last fall and winter. Northwestern is also working to reduce travel for student-athletes, with more than 75 percent of appointments taking place locally in DeKalb.

FUTURE PARTNERSHIP PLANS

Northwestern Medicine and the University have also identified the following Fall 2022 priorities:

- Establishing a forum with Northwestern University Student Health Department to explore opportunities to align on quality metrics, policies, and protocols and share best practices.
- STI Fast Track Protocol – facilitates timely triage for students who call with symptoms and allows for better access for appointments.
- Development of a more robust student health website that will have more educational content and resources available to the end user.
- Planning for renewal of the agreement in 2023, with a planning team already meeting.

The University's journey with Northwestern has grown far beyond what we could have imagined four years ago. We would like to thank them for their continued support, as this partnership is what has sustained our institution during another challenging year from the ongoing pandemic.

STATE LEGISLATIVE REPORT

2022 Spring Legislative Session

The 2022 spring session adjourned during the early hours of Saturday April 9th after an all-night marathon that saw the passage of the FY23 budget, as well as a last-minute university procurement reform omnibus (details in session report). While brief, the session saw many significant accomplishments for NIU:

- Successful advocacy for a supplemental increase of \$4.3M to the FY22 budget.
- Successful advocacy for a 5% increase to the FY23 budget bringing the NIU operational budget to \$92.1M
- Preliminary reforms to the Illinois Procurement Code.

Legislative Session Advocacy Efforts

In partnership with the NIU Alumni Association and the Alumni Advocacy Committee, a strategic and effective NIU advocacy campaign was carried out despite limitations on in-person gatherings. NIU partnered with its sister institutions for the joint advocacy campaign, “Reinvest Illinois,” and coordinated messaging elected officials.

Advocacy Highlights

- Held a successful advocacy week March 7 – 11 with virtual and in-person meetings with over 30 legislators including meetings with leaders from both chambers and parties.
- The Illinois Public Universities Presidents and Chancellors group collaborated on a letter sent to every member of the General Assembly asking for support for higher education during budget negotiations.
- The Illinois Public Universities Presidents and Chancellors group worked closely with the Illinois Community Colleges to develop a joint legislative agenda and collectively advocate to all members of the general assembly for support for higher education during budget negotiations.
- President Freeman co-hosted a joint meeting with the University of Illinois System President Tim Killeen for both institutions’ caucuses in January, kicking off the “Reinvest Illinois” advocacy campaign.
 - The meeting provided an update on the universities’ collaborative research initiatives including progress of the Illinois Innovation Network, legislative priorities designed to drive economic growth across the state, and the importance of continued investment in higher education.

State Relations Initiatives

Prior to, during, and beyond spring session, several initiatives were and continue to be underway, including:

- Strong engagement with the Governor’s office that led to an on-campus visit by Governor Pritzker.
- Ongoing communication with the Governor’s office, the Capital Development Board, and the Governor’s Office of Management & Budget regarding the NICCS facility.
- Summer meeting with NIU Caucus co-chairs for 2022-23 planning.
- Coordination with the NIU Alumni Association’s advocacy committee on an advocacy strategy for 2022-23.

- Updating advocacy materials and NIU's legislative agenda for 2022 fall veto session.

FEDERAL LEGISLATIVE REPORT

This report covers the period of February 2022 through mid-April 2022 and encompasses NIU equities across the federal government.

The Administration

President Biden delivered his first State of the Union address on March 1, 2022. His speech touched on several topics relating to NIU's interests. The president called for a \$2,000 increase in the maximum Pell Grant and asked Congress to approve more money for expanding programs in "high-demand" fields at historically Black colleges, tribal colleges, and minority-serving institutions. President Biden called for a pathway to citizenship for undocumented students along with broader immigration reform. He also urged Congress to pass legislation that invests in science, technology, and innovation.

The Supreme Court

Justice Ketanji Brown Jackson has been appointed to the U.S. Supreme Court, and she will assume her duties upon the retirement of Justice Stephen Breyer in summer 2022.

U.S. Congress

Congress continues to work on legislation to enhance U.S. research, innovation, and manufacturing. The Senate bill is called the US Innovation and Competition Act and the House bill is called the America COMPETES Act. Earlier this month, House and Senate leadership announced the conferees who will be negotiating the compromise legislation. Illinois has six members who are serving as conferees including Congressman Adam Kinzinger who represents NIU's campus. NIU is working with our peer institutions in Illinois and across the country to engage in the conference process.

Appropriations

The FY22 appropriations process was completed in March. All of NIU's priorities received flat or increased funding. Notable outcomes include an increase of \$400 (6%) to the maximum Pell Grant and increases of 1% to nearly 4% for campus-based aid programs, a \$350M (4%) increase for the National Science Foundation, a \$450M (6.4%) increase for the Department of Energy Office of Science which funds the national laboratory system, and a \$2B (4.8%) increase for the National Institutes of Health.

The FY23 appropriations process kicked off with the release of the FY23 President's Budget Request (PBR) on March 28, 2022. The PBR is the starting point for negotiations with Congress and is commonly viewed as a statement of priorities for the Administration rather than a document that is intended to be enacted in full. It included \$26.3B for federal student grant aid. Most notably, the budget outlines a long-range plan to double the maximum Pell Grant by 2029, starting with an increase to \$8,670 for the 2023-24 award year, \$1,775 more than the maximum award for 2022-23. On the research side, two major new initiatives are proposed. The administration is requesting \$49B for the National Institutes of Health (NIH), a \$4B increase over FY22. This includes \$5B for a new Advanced Research Projects Agency for Health inside the NIH. The budget requests \$10.5B for the National Science Foundation, a \$1.66B increase from the FY22 enacted level. This includes \$880M requested for the new Directorate for Technology, Innovation, and Partnerships.

The House and Senate intend to fund projects through community project funding (CPF; House) and congressionally directed spending (CDS; Senate) for FY23. CPF/CDS requests are limited to

specific agencies and programs, include a number of transparency and ethics guardrails, and each House office can submit only fifteen CPF requests. NIU has submitted two CPF/CDS proposals to members of the Illinois congressional delegation. We should hear in the next 1-2 months whether our proposals have been accepted by a congressional office.

The timeline for completing FY23 appropriations is already murky given the midterm elections in November 2022. It is expected that Congress will do a continuing resolution that pushes the completion of FY23 appropriations past the November elections. How FY23 appropriations unfolds will depend on the outcome of the November elections.

Federal Engagement with NIU

Recent and upcoming federal engagements with NIU include:

- March 17 – NIU participated in Title VI International Education Advocacy Day. NIU joined with the University of Illinois system, University of Chicago, and Northwestern University for virtual meetings with six Illinois congressional offices regarding international education programs.
- April 22 – Vice President Blazey met with Senator Durbin and NSF Director Panchanathan. Vice President Blazey joined partners from the University of Illinois and industry to meet with Senator Durbin and NSF Director Panthanathan at the AgTech Industry Roundtable. Hosted by the University of Illinois and the University of Illinois Research Park, the Roundtable showcases Illinois as a leading location for AgTech industry and scientific innovation.
- April 25 – Rep. Underwood toured the Microelectronics Research and Development Lab (MRDL) in the College of Engineering and Engineering Technology.
- May 5 – Assistant Vice President Quider is a panelist at the National Science Board meeting. Assistant Vice President Quider is scheduled to speak on a panel addressing “The Geography of Innovation” at the National Science Board quarterly meeting.

SPONSORED PROGRAM ADMINISTRATION QUARTERLY REPORT

This report covers sponsored funding activity for the first three quarters of FY22. Excluding COVID-19 relief funds, the number of sponsored awards and amount of funding are up over this same time last year. Awards are up by 18% and total funding by 30% (Figure 1). Including COVID-19 relief funds, total sponsored funding for this quarter is \$38.2M (Table 1). Total sponsored funding includes \$9.6M for Research, \$4.7M for Instruction, and \$23.8M for Other Sponsored Activities.

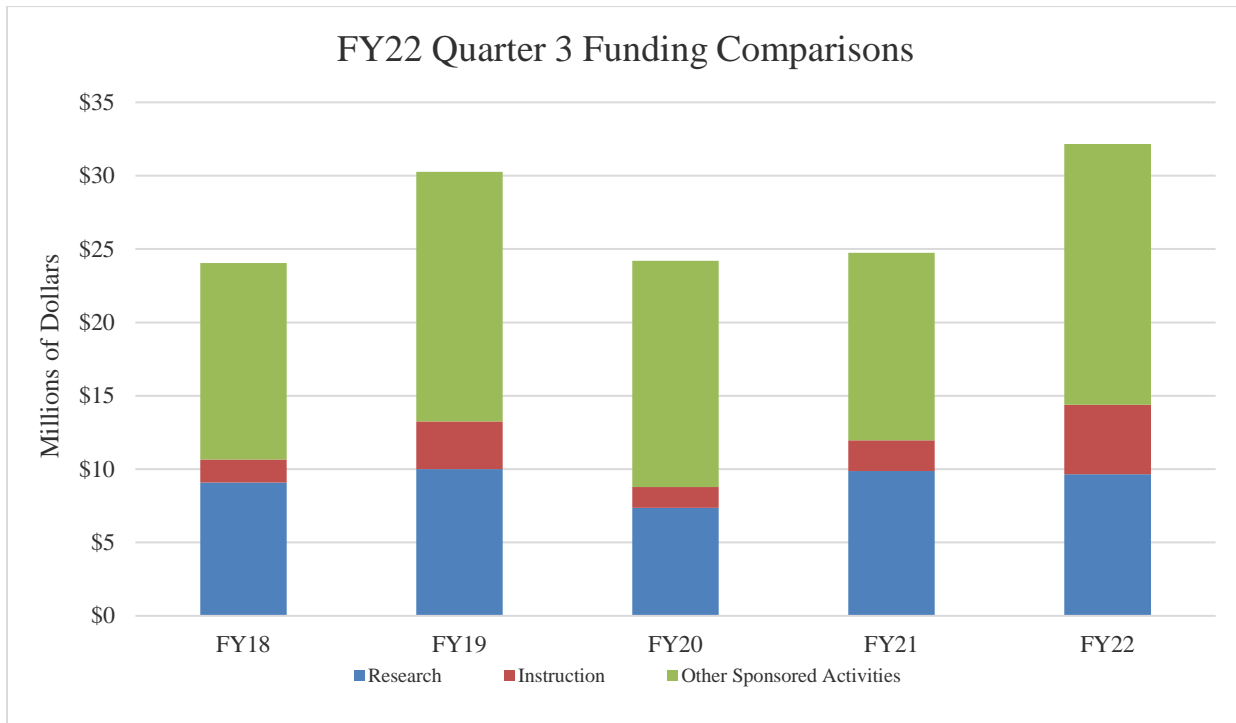
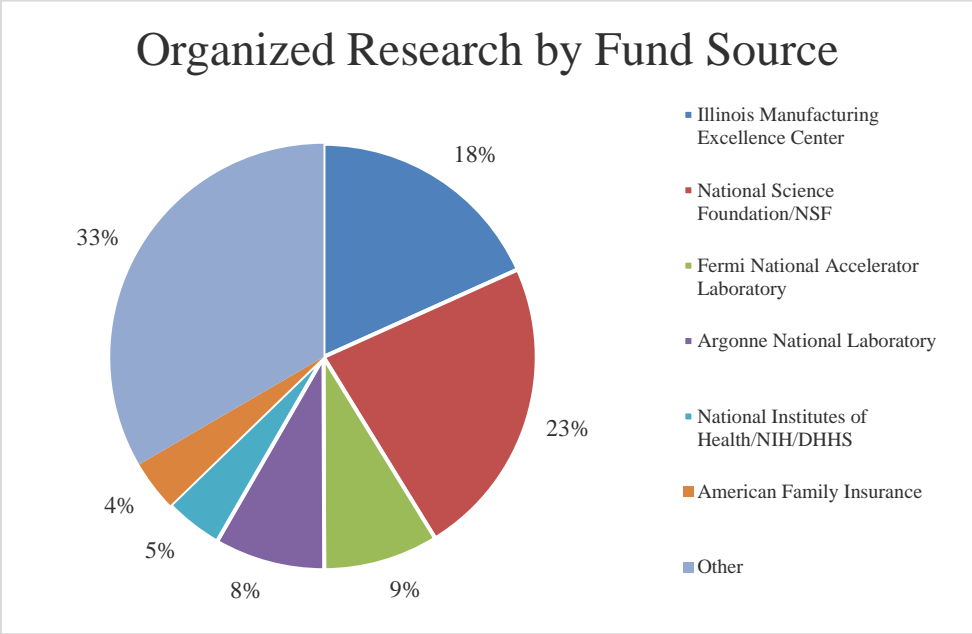


Figure 1

Table 1

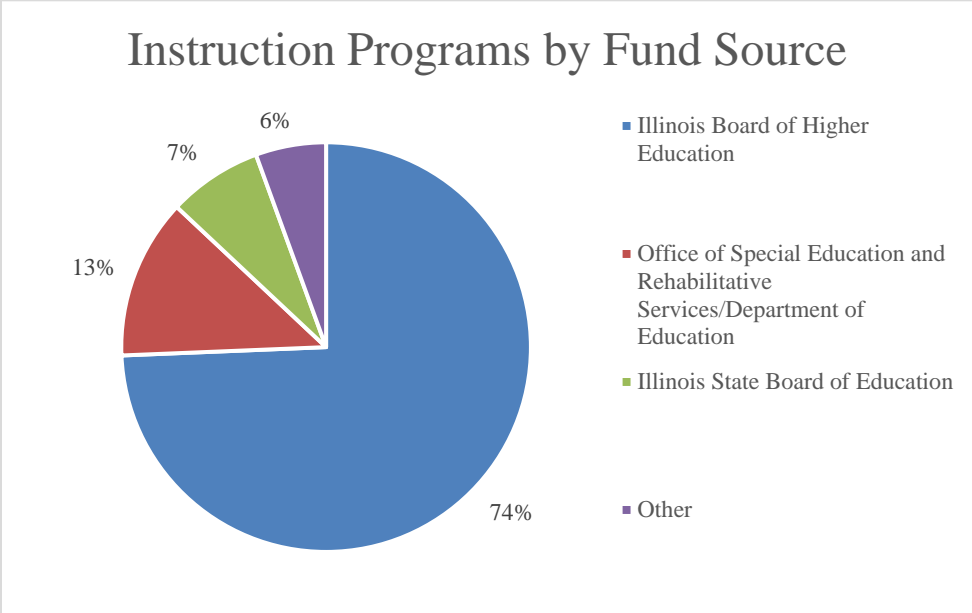
3rd Quarter Comparisons with COVID-19 Relief Funding			
	FY20	FY21	FY22
Sponsored Funding	\$24,196,264	\$24,737,007	\$32,164,036
Relief Funding*	\$0	\$20,465,824	\$6,108,697
Total Sponsored Funding	\$24,196,264	\$45,202,831	\$38,272,733

*Relief Funding includes HEERF I, II, III (CARES, CRRSAA, ARP, and SIP) Institutional Funds, GEER and other programs specifically targeting COVID-19 recovery efforts.



While the National Science Foundation (NSF) provided almost half of the research funding for this quarter, the top sources of Organized Research funding this year have remained mostly unchanged (Figure 2). This quarter, faculty from the Department of Earth, Atmosphere, and Environment obtained a highly competitive

Figure 2
 Note: Cumulative information (Q1-Q3) representing the originating fund source institutional Noyce Science Teaching award for \$900K that aims to increase the number and diversity of secondary science teachers, improve pre-service teachers’ cultural competence, and support graduates’ transition to science teachers in high needs districts. In addition to this NSF funding, faculty in the departments of Physics and Mechanical Engineering secured support from Argonne National Laboratory and Fermilab for various research activities.



The third quarter increase in funding for Instruction was almost exclusively for projects funded by the Illinois Department of Human Services (IDHS). However, this did not change the overall funding composition for Instruction Programs for the year. (Figure 3). The IDHS funding includes awards to faculty in The School of

Figure 4
 Note: Cumulative information (Q1-Q3) representing the originating fund source Interdisciplinary Health Professions for \$209K to train individuals with a lived experience of mental illness and/or substance use disorders to become certified mental health professionals and an award to the NIU Child Development & Family Center to purchase learning materials to enhance childrens’ educational activities.

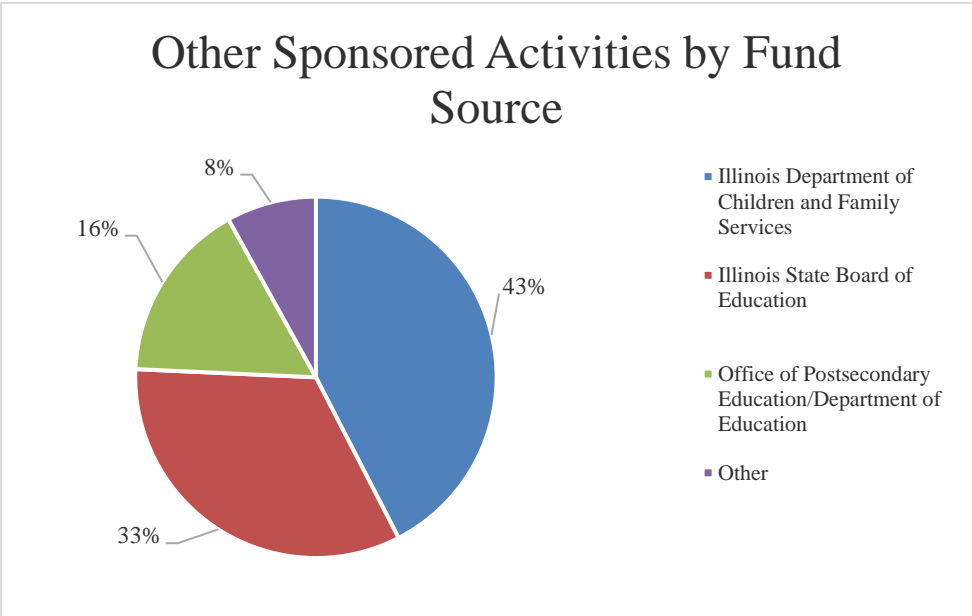


Figure 5
 Note: Other category includes agencies contributing 1%-3% to the total. Cumulative information (Q1-Q3) representing the originating fund source

This quarter, funding from the Illinois Department of Children and Family Services (DCFS), the Office of Postsecondary Education/Department of Education (USED), and the Illinois State Board of Education (ISBE) accounted for almost 75% of funding for all Other Sponsored Activities (OSA) with DCFS now

providing the most OSA funding to NIU for the year (Figure 4). This shift reflects NIU’s normal funding portfolio capturing funding to faculty in the Department of Psychology who manage the annual \$6.8M Integrated Assessment (IA) Program that provides clinical screening and assessment services to children under DCFS care. Other OSA awards this quarter include \$1.7M in funding from ISBE to the NIU P-20 Center to support migrant education and \$1.9M from USED for COVID-19 relief funds under the Strengthening Institutions Program (SIP).

Table 2 shows increases and decreases of awards secured by colleges and other university units for the different sponsored activities this quarter relative to Quarter 3 of FY21. The College of Liberal Arts and Sciences (CLAS), Division of Outreach, Engagement, and Regional Development (OERD), and Other University Units were major recipients of awards for this quarter. CLAS received \$9.9M, OERD received \$3.4M and Other University Units \$1.9M.

Table 2

College	Organized Research	Instructional Programs	Other Sponsored Activities	Total – QTR. 3 FY22	Total – QTR. 3 FY21	% Change
Business	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Education	\$ 83,344	\$ 3,764,728	\$ 59,991	\$ 4,208,063	\$ 723,127	482%**
Engineering & Engineering Tech.	\$ 95,324	\$ -	\$ 58,183	\$ 753,506	\$ 1,103,207	-32%
Health and Human Sciences	\$ 243,486	\$ 567,375	\$ 574,073	\$ 1,384,934	\$ 2,270,628	-39%
Liberal Arts and Sciences	\$6,440,478	\$ 250,000	\$10,667,266	\$17,357,744	\$16,064,453	8%
Visual & Performing Arts	\$ 34,981	\$ -	\$ 8,900	\$ 43,881	\$ 7,800	463%
Outreach, Engagement, & Regional Dev.	\$ -	\$ -	\$ 9,874,585	\$ 9,874,585	\$ 3,265,515	202%
Other Academic Units	\$1,849,358	\$ 162,002	\$ 109,419	\$ 2,120,779	\$ 2,374,393	-11%
Other University Units	\$ -	\$ -	\$ 2,529,241	\$ 2,529,241	\$19,393,708	-87%
Total	\$9,646,971	\$ 4,744,105	\$23,881,658	\$38,272,733	\$45,202,831	-15%*

* The overall reduction in funding from FY21 to FY22 is due to the large amount (\$20M) of institutional relief funds recorded through SPA last year.

** Includes \$3.4M in COVID-19 relief funds for the Illinois Tutoring Initiative. These funds were reported in last quarter's report.

A full list of all sponsored awards received for the third quarter follows.

ADMINISTRATION AND FINANCE

Office of Postsecondary Education/Department of Education for "Strengthening Institutions Program (SIP)." Sarah Chinniah/Shyree M. Sanan.

Award: \$1,864,381.00.

January 21, 2022 - January 20, 2023. (Other Sponsored Activities) Other.

Funds are used to defray expenses associated with COVID-19 and implement evidenced-based practices to monitor and suppress coronavirus and conduct outreach to financial aid applicants about additional resources made available through this program.

ALLIED HEALTH AND COMMUNICATIVE DISORDERS

Capita Foundation for "Relationship Between Cognitive Changes and Speech-in-Noise Deficits in Individuals with a History of Concussion: An Efferent System Study." Matt Wilson.

Award: \$525.00. Cumulative \$10,525.00.

January 16, 2021 - January 15, 2023. (Organized Research) Applied Research.

This study explores the relationship among concussion, auditory deficits -particularly understanding speech in noise- and cognitive deficits.

ANTHROPOLOGY

University of Illinois at Chicago for "SRS RN: Convergent Innovations in Regional Circular Economies (CIRCULAR)." John T. Murphy.

Award: \$11,622.00.

December 1, 2021 - November 30, 2022. (Organized Research) Applied Research.

CIRCULAR will sponsor workshops to design convergent research about how the northern Illinois region can move from a linear to a circular (recycling/reuse) economy, and build capacity needed to establish a long-term research project around this problem.

CENTER FOR LATINO AND LATIN AMERICAN STUDIES

University of Nebraska for "Crisis and Culture of Fear among Latino Communities in the Midwest." Christina D. Abreu.

Award: \$5,000.00. Cumulative \$8,500.00.

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

This project will develop a framework for understanding the construction of fear among Latino/a/x communities in the Midwest.

CENTER FOR THE STUDY OF FAMILY VIOLENCE AND SEXUAL ASSAULT

Illinois Department of Children and Family Services for "Congregate Care Assessment Program FY22." Julie L. Crouch/Matthew E. Skarbek.

Award: \$1,100,000.00.

July 1, 2021 - June 30, 2022. (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.

Illinois Department of Children and Family Services for "Domestic Violence Program FY22." Julie L. Crouch/Matthew E Skarbek.

Award: \$556,554.00.

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

NIU will coordinate and administer the Domestic Violence Intervention Program in conjunction with the DCFS Administrator of the program.

Kansas State University for "Collection of Intimate Partner Violence Incident Data." Joel S. Milner/Joe A. Ammar/Julie L. Crouch.

Award: \$50,000.00. Cumulative \$125,000.00.

April 30, 2022 - April 29, 2023. (Organized Research) Applied Research.

This project will use an Automated Telephone Data Collection (ATDC) system to collect from study participants to determine the extent to which new incidents of intimate partner violence (IPV) occur following an alleged incident of IPV.

CHEMISTRY AND BIOCHEMISTRY

FONA International Inc. for "Synthesis of Compounds of Interest on Larger Scale." Douglas A. Klumpp.

Award: \$7,000.00.

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

The work will involve the preparation of three compounds. This will include compounds RK-2-10, XI-1-65, and XI-2-73, in approximately 20g quantities each.

CHILD DEVELOPMENT AND FAMILY CENTER

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

Award: \$98,134.00. Cumulative \$662,923.00.

October 1, 2021 - December 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.

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

Award: \$4,916.56.

July 1, 2021 - June 30, 2022. (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: \$91,595.00. Cumulative \$662,923.00.

April 1, 2021 - September 30, 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.

COLLEGE OF ENGINEERING AND ENGINEERING TECHNOLOGY

Association of Public and Land-Grant Universities for "NIU-IMEC PARTNERSHIP TO ADVANCE MANUFACTURING INNOVATION." Donald R. Peterson/Mansour Tahernezahadi.

Award: \$89,999.00.

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

The goal is to establish a Professor of Practice in Manufacturing (PPM) to work with MEP funded IMEC to assess the needs of small to medium size manufactures (SMMs) and to ensure long term assistance with implementation of technology adoption.

COLLEGE OF HEALTH AND HUMAN SCIENCES

University of Illinois for "Education and Training to Support the Northern Illinois Region: Bringing Simulation to the Community." Beverly W. Henry.

Award: \$56,088.54.

September 1, 2021 - August 31, 2022. (Other Sponsored Activities) Public Service.

This project seeks to pilot use of simulation technology to strengthen workforce development and address community health needs in the region.

COUNSELING, ADULT AND HIGHER EDUCATION

American Educational Research Association for "A Head Start to College: Does Dual

Enrollment Equalize Students' Academic and Labor Market Success in STEM?" Xiaodan Hu.

Award: \$35,000.00.

August 16, 2022 - August 15, 2024. (Organized Research) Applied Research.

The purpose of the project is to examine the impact of dual enrollment on academic and employment outcomes in STEM fields, particularly those of traditionally underrepresented students.

EDUCATION SYSTEMS CENTER

Illinois State Board of Education for "Early Childhood Transformation Team." Theresa A. Hawley.

Award: \$672,745.50.

December 31, 2021 - December 30, 2022. (Other Sponsored Activities) Public Service.

Commission for Equitable Early Childhood Education and Care Funding.

Illinois State Board of Education for "Data Modeling & Demographic Crosswalk." Jon Furr.

Award: \$175,000.00.

December 31, 2021 - December 30, 2022. (Other Sponsored Activities) Public Service.

NIU staff will support rationalization of demographic data definitions and modeling of data to facilitate creation of the Early Childhood Participation Dataset.

ELECTRICAL ENGINEERING

Hiwin Corporation for "Mechatronic System Sizing and Selection Tool." Hasan Ferdowsi.

Award: \$45,001.25. Cumulative \$80,000.42.

February 1, 2022 - January 31, 2023. (Organized Research) Applied Research.

This project will produce a web-interfaceable software platform for the sizing and selection of direct drive servos used in high performance motion control systems.

FAMILY AND CONSUMER SCIENCES

Office of Postsecondary Education/Department of Education for "CCAMPIS 2018." Thomas W. Pavkov.

Award: \$266,727.00. Cumulative \$1,066,908.00.

October 1, 2021 - September 30, 2022. (Other Sponsored Activities) Public Service.

This project allows the Child Development and Family Center to provide low-income student families with high-quality, campus-based childcare to allow the parents to seek higher education.

DEPARTMENT OF EARTH, ATMOSPHERE, AND ENVIRONMENT

University of California, San Diego for "Atmospheric River Program Phase 2." Allison C. Michaelis.

Award: \$45,036.62.

October 1, 2021 - September 30, 2022. (Organized Research) Applied Research.

Through the proposed work, we hope to elucidate the role of climate change on the dynamics and impacts associated with U.S. West Coast atmospheric rivers.

Directorate for Education and Human Resources/NSF for "Track 1: NIU Noyce Science Teaching Scholarship and Internship Program." Nicole D. LaDue.

Award: \$919,638.00.

April 1, 2022 - March 31, 2025. (Organized Research) Applied Research.

The goals of the NIU Noyce Scholars Program are to increase the number and diversity of secondary science teachers, increase pre-service teachers' cultural competence, and support graduates' transition to science teachers in high needs districts.

INDUSTRIAL AND SYSTEMS ENGINEERING

Montrose, Inc. for "Predictive Modeling of Real Estate Data." Christine V. Nguyen/Niechen Chen.

Award: \$41,545.20.

February 15, 2022 - August 15, 2022. (Organized Research) Applied Research.

Funds are requested to develop machine learning predictive models to analyze real estate data.

Triangle Package Machinery Company for "Process Improvement at Triangle Packaging Machinery Company." Purushothaman Damodaran/Niechen Chen/Ziteng Wang.

Award: \$88,445.59. Cumulative \$175,444.59.

February 15, 2022 - February 14, 2023. (Organized Research) Applied Research.

The project objective is to identify improvement opportunities and implement solutions in the areas of machine shop, stockroom, and assembly. By improving the production of each area Triangle Packaging will be able to keep up with customer demand.

Chalmers St. Consulting for "Developing a New Facility Layout for Chromebook Operations." Christine V. Nguyen.

Award: \$43,935.93.

February 15, 2022 - June 30, 2022. (Organized Research) Applied Research.

The project focuses on developing a new layout for the company.

MECHANICAL ENGINEERING

Fermi National Accelerator Laboratory for "ENGINEERING DESIGN OF FIXTURES FOR HL-LHC AUP AND PIP-II/SSR SRF CAVITIES AT FERMILAB." Iman Salehinia.

Award: \$133,831.44.

January 1, 2022 - December 31, 2022. (Organized Research) Applied Research.

The purpose of this funding is to design and to analyze tooling and fixtures to handle, position, and transport SRF cavities (RF Dipole and SSRs) during chemical processing, cleanroom preparation, and testing.

NORTHERN PUBLIC RADIO

Illinois Arts Council for "IACA WNIJ-FM PRTV Basic Grant FY22." Staci Hoste.

Award: \$9,385.00.

January 1, 2022 - August 31, 2022. (Other Sponsored Activities) Public Service.

Funds are used for high quality public radio programming.

Illinois Arts Council for "IACA WNIU-FM PRTV Basic Grant FY22." Staci Hoste.

Award: \$9,385.00.

January 1, 2022 - August 31, 2022. (Other Sponsored Activities) Public Service.

Funds are used for high quality public radio programming.

NURSING

American Association of Colleges of Nursing for "All of Us Research Program." Anitha Saravanan.

Award: \$10,000.00.

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

The goal of the "All of Us" Research is to encourage underrepresented communities belonging to racial/ethnic backgrounds but not limited to the elderly, women, and lower educational and lower-socio economic status to participate in research.

P-20 CENTER

Illinois State Board of Education for "Migrant Education Program Coordination." Susana A. Das Neves.

Award: \$1,770,000.00.

September 1, 2021 - August 31, 2024. (Other Sponsored Activities) Public Service.

The Center for P20 Engagement, with ISBE, will deliver support in 8 different categories to local grantees in the Migrant Education Program. Work includes identification, recruitment, educational support, data systems, evaluations, and family engagement.

Illinois State Board of Education for "Nita M. Lowey Twenty-First Century Community Learning Centers." Kristin A. Brynteson/Jeremy J. Benson/Hollie Rodriguez.

Award: \$150,000.00.

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

Barb City STEAM Team provides afterschool and summer school programming to 6th-12th graders underrepresented in postsecondary, focusing on academics, career planning, SEL and family engagement.

PHYSICS

Argonne National Laboratory for "Application of Machine Learning to Particle-Accelerator Control." Philippe Piot.

Award: \$15,536.00.

January 16, 2022 - June 15, 2022. (Organized Research) Applied Research.

Funding is requested for GRA to work on the Application of Machine Learning to Particle-Accelerator Control.

Fermi National Accelerator Laboratory for "Deep Underground Neutrino Experiment (DUNE): FD2 PDS." Vishnu V. Zutshi.

Award: \$196,670.00.

November 1, 2021 - December 31, 2022. (Organized Research) Applied Research.

Funds are requested for work on the Deep Underground Neutrino Experiment (DUNE) FD2 PDS

US project.

State University of New York at Stony Brook for "U.S. ATLAS Operations." Jahred A. Adelman/Dhiman Chakraborty.

Award: \$74,980.00. Cumulative \$1,151,546.00.

February 1, 2021 - January 31, 2022. (Organized Research) Applied Research.

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

State University of New York at Stony Brook for "ATLAS User Support." Jahred A. Adelman.

Award: \$19,740.00.

October 1, 2021 - January 31, 2022. (Organized Research) Applied Research.

Funds support U.S. ATLAS operations support.

Fermi National Accelerator Laboratory for "Deep Underground Neutrino Experiment (DUNE)." Vishnu V. Zutshi.

Award: \$93,894.00. Cumulative \$276,026.00.

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

Funds will support the Deep Underground Neutrino Experiment (DUNE) Single-phase Photon Detector consortium to support the DUNE Technical Design Proposal.

PRESIDENTS OFFICE

DeKalb County Health Department for "NIU COVID-19 Hotline with DeKalb County Health Department." Matthew J. Streb.

Award: \$35,000.00. Cumulative \$222,000.00.

January 1, 2022 - March 31, 2022. (Other Sponsored Activities) Public Service.

NIU will manage COVID-19 hotline including providing recommendations for testing, isolation, quarantine and return to campus.

PSYCHOLOGY

Illinois Department of Children and Family Services for "Integrated Assessment FY22." Laura D. Pittman/Matthew E. Skarbek.

Award: \$6,817,267.00.

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

Funds support the Integrated Assessment (IA) Program, which provides clinical screening and assessment services to children under the care of DCFS in the northern, central, and southern IA Program regions.

REPORT CARDS

Illinois State Board of Education for "Early Childhood Participation Database and ILDS 2.0 Development." Alan D. Clemens.

Award: \$479,999.52.

December 31, 2021 - December 30, 2022. (Other Sponsored Activities) Public Service.

NIU staff will support rationalization of demographic data definitions and modeling of data to facilitate creation of the Early Childhood Participation Dataset.

Illinois State Board of Education for "Chicago Early Childhood Integrated Data System (CEIDS) Alignment with ILDS & State Regional Council System." Alan D. Clemens.

Award: \$150,000.48.

December 31, 2021 - December 30, 2022. (Other Sponsored Activities) Public Service.

NIU staff will develop a data warehouse for Chicago-area early childhood data.

SCHOOL OF INTERDISCIPLINARY HEALTH PROFESSIONS

Illinois Department of Human Services for "Peer Recovery Training." Paul E. Priester.

Award: \$209,509.00.

January 1, 2022 - June 30, 2022. (Instructional Programs) Instructional Programs.

This program will train individuals with a lived experience of mental illness and/or substance use disorders to become certified mental health professionals.

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: \$26,978.00. Cumulative \$53,184.40.

September 1, 2021 - August 31, 2022. (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."

SOCIOLOGY

Lake County for "Redeploy RYSE." Carol S. Walther.

Award: \$5,000.00.

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

The purpose of this project is to improve outcomes for justice-involved youth and parents/guardians.

Agenda Item 8.b.5.
June 16, 2022

Information

SHIMADZU PARTNERSHIP

Vice President for Research and Innovation Partnerships Gerald Blazey will provide a verbal report.

QUARTERLY FINANCIAL SUMMARY FISCAL YEAR 2022 THIRD QUARTER AS OF MARCH 31, 2022

Background: March 31 concluded the 3rd quarter of the FY22 (2021-2022) fiscal year. To promote fiscal transparency within the NIU campus community and to provide the Board of Trustees opportunity to formally review the University's fiscal stewardship, the University is now able to update the Board of Trustees on NIU's financial performance relative to the current year budget and prior year actuals.

Through the third quarter of FY22, the University received \$68.2M more revenue (\$391.3M) than was spent (\$323.1M), producing a net revenue of 29.5% (\$15.5M) more than in FY21. Tuition and Student Fee revenue decreased 2.2%, or \$3.6M. Propelled by a rebound in auxiliary income and federal COVID-19 relief funding, overall revenue exceeded the third quarter of FY21 by \$33.9M (9.5%). Sales and Rental & Room Income combined to outperform the third quarter of FY21 by \$21.3M (65.7%). Overall revenues for the quarter exceed the pro-rated budget (\$12.9M or 3.4%), demonstrating draws against federal relief funding that took place over the first nine months of the fiscal year.

On the expense side, overall spending relative to FY21 increased by \$18.4M, or 6.0% driven by Scholarships spend related to COVID-19 relief funding designated for student aid. Non-scholarship expenses increased \$3.6M, or 1.5% from one year ago (third quarter, FY21). Personnel Services spending is trending above prior year (\$4.5M, 2.9%), reflecting non-represented employee increments and contractually bargained wage increases. Contractual Services spending is ahead of FY21 (\$2.7M, 5.5%), but still at historically low levels. Variations in Debt Service through the first three quarters of the fiscal year are timing related as the University is scheduled to realize significant savings resulting from the 2020 and 2021 bond refinancing. For all non-Scholarship expenditures, the third quarter finished 6.6% (\$17.3M) below budget.

Third quarter performance suggests that the University is on target to generate a surplus for the full fiscal year, due primarily to recent action by Gov. Pritzker and the Illinois Legislature to provide an additional \$4.4M (5%) in state funding for FY22. Non-recurring resources will be available to leadership to fund one-time or short-term investments that ensure the University's long-term financial sustainability and enhance mission fulfillment efforts. However, it should be noted that the additional funding will arrive as some institutional revenues, including Tuition and Student Fees (-2.0%), Sales (-10.6%), and Rental & Room Income (-1.9%), trend slightly below budget. Personnel Services expenses (-5.2%, \$9.2M) and Contractual Services (-10.5%, \$6.0M) also are trending below budget, more than offsetting these revenue shortfalls; however, below budget performance in these two categories cannot be sustained. The ongoing availability of federal pandemic relief funding will continue to drive Gifts, Grants, and Contracts revenues, potentially bringing another \$8.4M in net revenue in the fourth quarter beyond the current full-year projection. As of March 31, the University received \$20.8M in one-time pandemic relief funding in FY23. This relief recognizes the fiscal strain the pandemic exerted on NIU in FY20 (\$15.252M deficit) and FY21 (\$926K deficit). Other potential adjustments to the projection provided in this document include year-end accruals, which vary based on campus activities as we approach fiscal year-end. Because operations continue to take place in a dynamic environment, the University will continue to present quarterly budget updates to the Finance, Audit, Compliance, Facilities and Operations Committee of the Board of Trustees, noting quarterly budget performance, summarizing variances, and providing full-year forecasts.

Revenues

- 1. Tuition and Student Fees:** All tuition, including differential tuition, course and materials fees, athletics fees, bus fees, and health service fees.

2. **Gifts, Grants, and Contracts:** Includes on-campus scholarships, research grants and associated indirect cost pools, Pell Grants, and sub-contract fees for research.
3. **Other Fees and Fines:** Includes parking fees, residential living-learning community fees, parking fines, and transcript and commencement fees.
4. **Sales:** Includes board plan and retail food sales, concessions sales, advertising/sponsorship, sales of services to off-campus entities (including, but not limited to catering, childcare, and conference services).
5. **Rental and Room Income:** Includes room fees for residential students, rental of on-campus and off-campus meeting and conference space, hotel revenues, and Northern View apartment revenues.
6. **Gate Receipts and Commissions:** Includes athletic ticket sales, performing arts ticket sales, commissions, and concert/event revenues from the Convocation Center.
7. **Miscellaneous and Investment Income:** Includes athletics' game guarantees, NIU share of conference tournament revenues, rental of facilities, and interest income from investments, gains and losses on disposals of fixed assets, and year-end transfers to mandated reserves in the auxiliary facilities system.
8. **State of Illinois:** Represents the annual state appropriation to public universities.

Expenses

1. **Cost of Sales:** Includes the cost of all items purchased for resale on campus such as food for dining units, parts and supplies to be charged out through the campus work order system, as well as paper for pay-to-print copiers and printers.
2. **Personnel Services:** Includes all salaries paid to faculty, supportive professional staff, civil service, graduate assistants, extra help, and student employees. Also includes required payments for Medicare and employee health insurance.
3. **Contractual Services:** Includes annual software support, subscriptions, conference registrations, non-employee travel reimbursements, service contracts, repairs and maintenance, grounds, building service work charges, speaking fees, and other arrangements with outside contractors to perform services for the University.
4. **Commodities:** Includes purchased items of a low cost that typically are consumed in a single year. Examples include paper for printing, lab supplies, napkins, and cleaning supplies.
5. **Travel:** Includes airfare, hotel rooms, mileage, meals (all up to limits set by the state and the University), and ancillary expenses for employees to travel to-and-from campus on official University business.
6. **Automotive:** Includes the cost to rent cars, vans, and busses from the University transportation department.
7. **Scholarships:** Includes scholarships awarded, including Pell Grant funds disbursed (which, when netted against Pell Grant funds received, results in zero effect on the University's cash position).
8. **Telecommunications:** Includes the cost of providing phone, internet, and other digital services to the University.

- 9. Equipment and Library Books:** Includes the cost of all items over \$100 with an estimated useful life of two years or more, as well as library books, journal subscriptions, manuscripts, films, music, and video materials.
- 10. Capital Repairs:** Includes the cost of centralized capital repair activities.
- 11. Debt Service:** Includes debt service payment on bonds, certificates of participation, and performance contracts.
- 12. Miscellaneous Expense:** Includes refunds issued for on-campus external programming, deposit refunds, and other expenses not classified elsewhere.

Following is a financial summary of the University's operations as of the end of the third quarter of FY22 compared to the fiscal year and the FY22 budget.

Northern Illinois University
as of March 31, 2022
(\$ in thousands)

	Current Year FY22			Prior Year FY21		Current Year FY22		
	Third Quarter			Third Quarter		Annual		
	YTD Actuals	YTD Budget	Variance	YTD Actuals	Variance	YTD Forecast	Budget	Variance
Revenue								
Tuition & Student Fees	\$ 161,116	\$ 164,445	\$ (3,329)	\$ 164,758	\$ (3,642)	\$ 165,634	\$ 168,228	\$ (2,594)
Gifts, Grants, & Contracts	79,103	59,014	20,089	65,694	13,409	81,231	74,538	6,694
Other Fees and Fines	3,923	3,205	719	2,652	1,271	4,748	3,999	749
Sales	22,894	25,618	(2,724)	14,954	7,940	27,020	29,863	(2,843)
Rental & Room Income	30,847	31,442	(594)	17,477	13,370	34,695	33,018	1,677
Gate Receipts & Commissions	1,945	5,191	(3,245)	301	1,644	2,066	3,535	(1,470)
Miscellaneous & Investment Income	7,217	3,437	3,780	5,477	1,740	10,917	7,463	3,455
State of Illinois	84,251	86,015	(1,764)	86,034	(1,783)	92,195	87,804	4,390
Total Revenue	\$ 391,296	\$ 378,365	\$ 12,930	\$ 357,347	\$ 33,949	\$ 418,507	\$ 408,449	\$ 10,058
Expenses								
Cost of Sales	\$ 2,705	\$ 2,980	\$ (275)	\$ 1,832	\$ 873	\$ 3,161	\$ 4,028	\$ (867)
Personnel Services	168,633	177,874	(9,240)	163,923	4,711	220,223	232,479	(12,256)
Contractual Services	51,738	57,780	(6,042)	49,040	2,698	75,196	82,513	(7,317)
Commodities	3,811	3,831	(20)	2,610	1,201	5,218	5,836	(618)
Travel	2,254	2,145	110	643	1,611	2,778	3,225	(447)
Automotive	829	883	(53)	561	268	971	1,037	(66)
Scholarships	79,253	61,418	17,835	64,429	14,824	80,228	62,395	17,833
Telecommunications	319	409	(90)	386	(67)	486	543	(57)
Equipment & Library Materials	5,895	5,232	663	5,241	654	9,052	7,948	1,104
Capital Repairs	773	662	112	380	393	1,304	1,238	66
Debt Service	6,872	9,201	(2,329)	13,373	(6,501)	16,926	16,829	97
Miscellaneous Expense	-	95	(95)	2,237	(2,237)	2	378	(376)
Total Expenses	\$ 323,084	\$ 322,508	\$ 576	\$ 304,656	\$ 18,428	\$ 415,546	\$ 418,449	\$ (2,903)
Net Revenue	\$ 68,212	\$ 55,858	\$ 12,354	\$ 52,690	\$ 15,521	\$ 2,961	\$ (10,000)	\$ 12,961

PERIODIC REPORT ON INVESTMENTS FOR PERIOD ENDING MARCH 31, 2022

In accordance with the University's Investment and Cash Management policy, this report on cash and 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:

- Cash and Investment Holdings Summary as of March 31, 2022
- Investment Earnings for the quarter ended March 31, 2022

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.

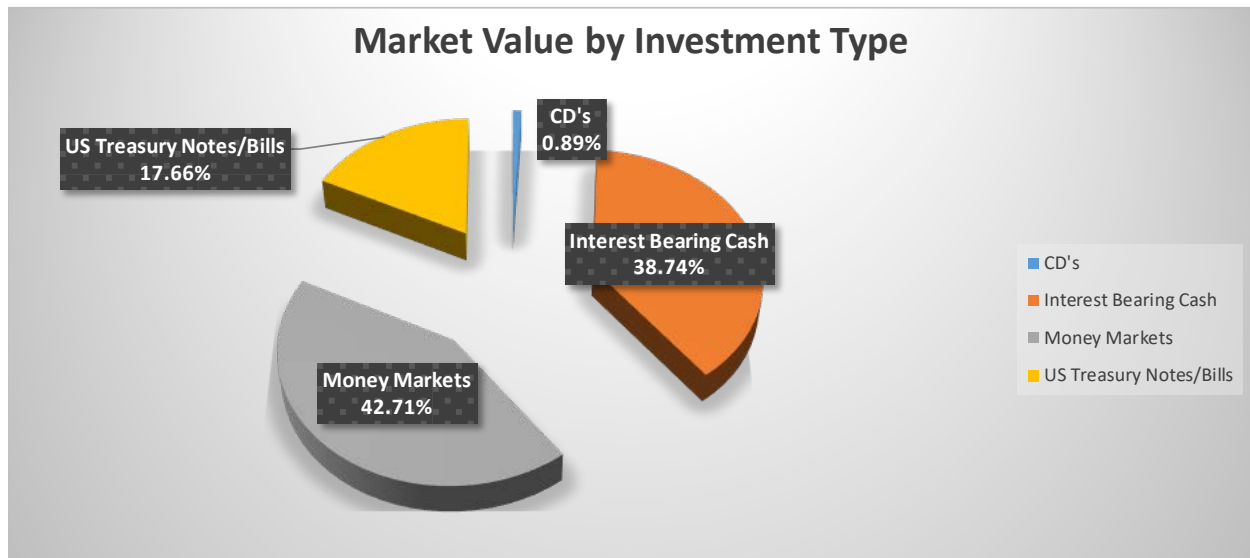
The *Cash and Investment Holdings Summary* at March 31, 2022 shows NIU's total holdings at just over \$170M. Of the total holdings balance, approximately \$118M is available for daily operations providing for more than 90 days cash on hand. The remaining balance is restricted per collateralization requirements and contractual obligations. The total holdings balance is up \$35M from the balance at March 31, 2021. This increase is a result of timely receipt of state appropriations and continued receipt of additional pandemic-related Federal relief funding.

The *Investment Earnings* report shows income of \$87K and an overall annualized rate of return of 0.20% for the third quarter. This represents an increase in interest earned of approximately \$44K when compared to the same quarter of FY21. The increase in interest earned is primarily due to increasing market investment yields. Operating funds are primarily invested in money markets and interest-bearing savings accounts to balance liquidity needs with investment earnings, however, a larger portion of operating funds were invested in fixed-income securities during the quarter to benefit from the increasing market yields.

Indicators of economic activity continue to strengthen, while employment also shows improvements with an increase in job gains and a decline in unemployment rates. However, inflation continues to remain elevated, well above the 2% goal set by the Federal Open Market Committee. The Federal Open Market Committee decided to raise the target range for the federal funds interest rate to 0.25 to 0.5% and anticipates ongoing increases in the target range. 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
CASH and INVESTMENT HOLDINGS SUMMARY
 March 31, 2022
 For Fiscal Year 2022

Investment Type	Purchase Price/ Ending Bal *	Book Value **	Market Value ***
CD's:			
Local Funds	\$ 1,515,230	\$ 1,515,230	\$ 1,515,230
Federal Agency Notes:			
Local Funds	\$ -	\$ -	\$ -
Interest Bearing Cash Accounts:			
Local Funds	\$ 65,863,186	\$ 65,863,186	\$ 65,863,186
Money Markets:			
Contributory Trust	\$ 9,839,000	\$ 9,839,000	\$ 9,839,000
Local Funds	62,586,832	62,586,832	62,586,832
Project Funds	179,374	179,374	179,374
	<u>\$ 72,605,206</u>	<u>\$ 72,605,206</u>	<u>\$ 72,605,206</u>
US Treasury Notes/Bills:			
Local Funds	\$ 30,045,977	\$ 30,018,503	\$ 30,014,415
TOTAL INVESTMENT HOLDINGS	\$ 170,029,599	\$ 170,002,125	\$ 169,998,037
Non-interest Bearing Cash	\$ 336,898	\$ 336,898	\$ 336,898
TOTAL CASH & INVESTMENT HOLDINGS	\$ 170,366,497	\$ 170,339,023	\$ 170,334,935
TOTAL REPORTED FOR 3/31/2021	\$ 135,585,549	\$ 135,585,549	\$ 135,585,549



* Amounts per Bank and Investment Statements

** Purchase price, net of accumulated amortization of premiums and discounts

*** Estimated price for which an investment would sell in the marketplace

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

NORTHERN ILLINOIS UNIVERSITY
INVESTMENT EARNINGS
For Fiscal Year 2022
July 1, 2021 - March 31, 2022

	March 31 Ending Balance	Qtr 3 Average Daily Balance	Percent of Portfolio	Qtr 3 Income Earned	Annualized Rates of Return			
					FY2022		FY 2021	
					3rd Qtr	2nd Qtr	1st Qtr	4th Qtr
Short-Term Investment Accounts								
Illinois Funds	\$ 62,586,832	\$ 69,039,767	39.39%	\$ 25,643	0.151%	0.038%	0.020%	0.034%
Investment Accounts - Financial Institutions	\$ 65,863,186	\$ 75,457,824	43.04%	\$ 42,493	0.228%	0.132%	0.119%	0.129%
Contributory Trust	\$ 9,839,000	\$ 9,838,914	5.61%	\$ 1,540	0.063%	0.026%	0.026%	0.029%
Investment Accounts - Project Funds	\$ 179,374	\$ 188,658	0.11%	\$ 3	0.006%	0.006%	0.006%	0.006%
CD's	\$ 1,515,230	\$ 1,515,230	0.86%	\$ 37	0.010%	0.010%	0.041%	0.050%
ST Investment Accounts Total	\$ 139,983,622	\$ 156,040,393	89.01%	\$ 69,716	0.177%	0.072%	0.077%	0.116%
Fixed Income Securities								
Local Funds	\$ 30,045,977	\$ 19,265,246	10.99%	\$ 17,348	0.365%	0.040%	0.048%	0.053%
Fixed Income Securities Total	\$ 30,045,977	\$ 19,265,246	10.99%	\$ 17,348	0.365%	0.048%	0.053%	0.297%
Non-interest Bearing Cash	\$ 336,898	-	-	-				-
COMBINED TOTAL	\$ 170,366,497	\$ 175,305,639	100.00%	\$ 87,064	0.20%	0.07%	0.08%	0.12%

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

FISCAL YEAR 2023 UNIVERSITY BUDGET PRELIMINARY SUMMARY

In planning for the FY20 internal budget, a multi-year strategy took shape with the goal of producing a balanced University budget in FY23 and by FY24, a structurally balanced budget in which ongoing revenues support ongoing expenses. Using a series of levers including the controlled spend-down of cash reserves, incentivizing sound financial strategies, and investing in mission-aligned efforts with an expected positive return-on-investment, senior University leaders sought to create an opportunity for the careful planning, at a divisional level, of multi-year strategies to meet the overarching goal of financial stability.

In support of this effort, the Office of Budget & Financial Planning prepared a new approach to internal budget development for FY21 and beyond to emphasize target-setting and planning while de-emphasizing the technical processes associated with the internal budget. The revised approach was communicated to University leaders in February 2020 and assigned a launch date of April 2020. The March 2020 pronouncement of the COVID-19 pandemic and subsequent emphasis of University leadership on student, faculty, and staff safety preempted those FY21 budget development plans and prevented implementation of a multi-year budgeting. This pivot in approach provided much needed operational and planning flexibility to navigate the very uncertain pandemic environment of the current and past fiscal year.

As the university emerges from the most severe operational and economic impacts of the COVID-19 pandemic, leadership is proposing a planful return to the multi-year, structurally balanced view of the University budget represented by those original FY20 plans. FY23 will represent the first year in a transition pathway to a formal, structured multi-year planning and budgeting framework that is built on extensive input from the campus community through a Budget Planning Working Group and on the lessons learned throughout the COVID-19 pandemic.

Specifically, this multi-year budget framework will request Board of Trustees consideration of a three-year budget outcomes goal that establishes a targeted net revenue result. This approach defines a specific target for the University while allowing flexibility in the deployment of resources across a three-year time horizon. It represents a clear departure from the approach in FY22 and prior years where the Board considered a request for a single, annual budget for the coming fiscal year.

With an established three-year net revenue goal, leadership will focus on meeting the target through the management of recurring revenues and expenses—the University’s “structural budget.” Special or one-time revenues and expenditures will be reported to the Board alongside, not incorporated into, this structural budget view. Any non-recurring resources will be available to leadership to fund one-time or short-term investments that ensure the University’s long-term financial sustainability and enhance mission fulfillment efforts. Structural budget results in one year will be viewed and evaluated against the three-year net revenue goal, informing the annual budget development process for subsequent years.

Each year, the Board of Trustees will revisit the existing three-year goal while establishing a new three-year goal. This interplay between the rolling three-year targets is intended to provide the Board of Trustees an opportunity to clarify, correct, or pivot strategies, when possible or needed. For example, the Board’s FY24-FY26 three-year target is informed by the expected results of FY23. The timing of quarterly financial reports to the Board supports this approach as the third quarter financial summary, including a full-year projection, is presented annually in May, allowing

for its consideration in the budget target for the next three-year period. This sequencing provides the Board of Trustees with a new opportunity to discuss budget expectations over a multi-year period.

Such a true multi-year, structural budget approach also creates space to isolate budget components that may not be currently visible to the Board or campus community. For example, a budget for one-time or non-recurring resources and expenditures may be presented alongside the structural budget, providing context to any deficit spending that is expected to drive future-year financial or mission-fulfillment returns-on-investment. Similarly, a capital budget may be presented alongside, but not incorporated into, the structural budget. Through this approach, the Board and campus community will gain visibility into progress being made in stabilizing the University's structural budget deficit and its investment in physical infrastructure.

This evolution in budget approach is supported by preliminary findings of the Budget Planning Working Group created by President Freeman. Interviews and research conducted by the group identified a compelling need for an internal budget development timeline at least 12 months prior to the start of a fiscal year. Such an adjusted budget calendar enables more robust strategic budget planning efforts by individual campus units, including the colleges and administrative divisions. This proposed approach improves transparency, engages these local units much earlier in the budget process, encourages iterative feedback, and provides valuable institutional financial context to inform unit-level, multi-year budget planning.

To facilitate this transition, leadership will present a budget framework in June that incorporates Board of Trustees feedback and information learned through preliminary FY23 budget development activities. The forthcoming framework will include a request for consideration of an FY23-FY25 structural net income target that is informed by both recurring and one-time spending plans for FY23. With endorsement of this approach, staff will begin to transition technical aspects of the budget development process to support a structural, multi-year view of the budget, including updates to quarterly financial summary formats and content.

Agenda Item 8.b.9.
June 16, 2022

Information

**STRATEGIC DIVISION OF INFORMATION TECHNOLOGY
PRESENTATION**

Matthew Parks, Chief Information Officer for Division of Information Technology, will give a presentation.

BEP STRATEGIC PRESENTATION

Katie Davison, Director of State Relations, and Antoinette Bridges, Director of Procurement & Strategic Sourcing, will give a presentation.

**QUARTERLY SUMMARY REPORT OF TRANSACTIONS IN EXCESS OF
 \$100,000 FOR THE PERIOD JANUARY 1, 2022 TO MARCH 31, 2022**

In accordance with Board of Trustees Regulations (Section V, Subsection B.5), this report of all obligations of financial resources greater than \$100,000 but less than \$250,000 is submitted at the end of each calendar quarter to the Board of Trustees. Transactions included in this quarterly report reflect the maximum approved amount that orders may not exceed and does not include commercial card obligations. Following is a summary of the number of transactions, fund source, and total dollar amount, and transaction details for obligations incurred during the quarter ended March 31, 2022.

Purchase Amount	No. of Transactions	Appropriated*	Non-Appropriated	Total
	1.	Athletics requested permission to issue a purchase order for team lodging for the Cure Bowl game, NIU vs Coastal Carolina, December 14-18, 2021. (Lowe's Hotel, Orlando, FL)		200,540
	2.	The Center for P-20 requested permission to issue an open order for the evaluation of the Illinois Migrant Program and a comprehensive needs assessment for the period through August 8, 2024. (Meta Associates Inc., Littleton, CO)		103,600
	3.	University Libraries requested permission to purchase Engineering Village, a search and discovery platform that provides the quality content, analytics and intelligence needed for engineers to improve their research success for the period February 20, 2022 through February 19, 2025. (Elsevier Inc., Maryland Heights, MO)		134,078*
	4.	The Department of Biological Sciences requested permission to purchase two Anatomage Table Convertibles that provide an accurate representation of the living anatomy and physiology that can be digitally interacted in 3D space. This improves student learning outcomes by simplifying the complexity of the human body through a detailed 3D layer-by-layer visualization of how the human body looks, moves, and functions. The intent to award this contract as a sole source was advertised on the <i>Illinois Procurement Bulletin</i> . (Anatomage, Santa Clara, CA)		207,980*
	5.	The Department of Biological Sciences requested permission to purchase non-infectious anatomical teaching specimens of human organs preserved in formalin to provide an up-close look at the human anatomy in a way that cannot be shown with three-dimensional models. The intent to award this contract as a sole source was advertised in the <i>Illinois Procurement Bulletin</i> . (Gubener Plastinate GmbH, Heidelberg, Germany)		183,703*
	6.	The Division of Information Technology requested permission to renew the annual maintenance for CIENA software for the period through March 30, 2027. NIUNet is supported by CIENA equipment. This is an IPHEC vendor and was therefore exempt from advertising. (CDWG, Vernon Hills, IL)		208,362

- | | | |
|----|---|---------|
| 7. | The Center for Governmental Studies requested permission to issue an FY22 open order for consulting services for the period July 1, 2021 through June 30, 2022. The original request was approved on the June 18, 2021 President’s Report in the amount of \$50,000. An amendment was required to increase the open order to \$200,000 and a Sole Source was approved on March 31, 2022. (Dr.Gia Consulting, Frankfort, IL) | 200,000 |
| 8. | The Parking program requested permission to incorporate license plate recognition (LPR) and mobile pay technology into the campus parking operations. After extensive review and evaluation by the Parking staff and Campus Parking Committee, the benefits of LPR technology appeared cost effective with an expected four-year ROI. The LPR and mobile pay features will also enhance the parking experience and options for faculty, staff, students, and visitors. (Vendor TBD) | 230,000 |

Capital Improvement Projects:

- | | | |
|----|--|---------|
| 1. | The scope for this project includes a refresh of three existing indoor tennis court playing surfaces and conversion of an indoor hockey/soccer court to a fourth tennis court. Existing gymnasium curtains will be removed, and new backdrop curtains installed along the ends of each tennis court to conceal equipment beyond from player field of vision. A new scoreboard is also planned as part of the scope along with removal and storage of indoor hockey/soccer dasher boards. A subsequent phase of interior and exterior improvements is in preliminary planning as a second phase of work in this facility. This subsequent phase will be submitted under a separate approval when scope and budget are finalized and as funding becomes available. Work will be completed by outside contractors and in-house workforce under the coordination of a NIU project manager. | 163,600 |
| 2. | The overall scope for this project is to create a Learning Commons environment in the northwest quadrant of the first floor of Founders Memorial Library in close proximity to the main entrance of the building. The Writing Center, currently located on the second floor, will be relocated to the new commons as part of this effort along with opportunities for tutoring and creating a student peer concierge station to provide easily accessible student support services. New furniture and other minor modifications will be included to make the space more attractive to students, a place where they will want to spend time. Work will be completed by outside contractors and in-house workforce under the coordination of a NIU project manager. | 248,300 |
| 3. | The Northern View Residential Complex requires repairs to the buildings facades to address deterioration and water infiltration. This project will begin a phased repair effort to bring the facades on all the buildings back to optimal condition by addressing necessary repairs on building #2 which is showing the most need. Work will include replacement of rotten siding and soffits, repairs to brick and mortar and replacement/resecuring of siding as well as painting and cleaning. | 132,000 |

*Appropriated/Income Funds

SEMI-ANNUAL PROGRESS REPORT OF ACTIVE CAPITAL PROJECTS OVER \$100,000

This report is provided as required by Board of Trustee regulation VI.B.6.a. All projects listed herein were previously approved by the State of Illinois, Board of Trustees, or the President and are currently in some phase of execution.

A. CAPITAL DEVELOPMENT BOARD PROJECTS

I. Projects in the Planning Phase

1. Northern Illinois Center for Community Sustainability

Total Project Budget: \$20,000,000

Funding Sources: Grant Funds & Institutional Local Funds

Authorization Date: December 2018

Status: In March 2022, Capital Development Board (CDB) was notified of pending release of funding to proceed with this project. Solicitation of consultant services is underway.

2. Music Building & Gabel Hall Roof Repairs

Total Project Budget: \$4,225,000

Funding Sources: Capital Renewal State Appropriation

Authorization Date: Pending

Status: In April 2022, CDB was notified of pending release of funding to proceed with this project. This is the first priority deferred maintenance project as identified by the last annual IBHE submission for the capital renewal program.

3. Anderson Hall Structural Repairs & Still Hall/Still Gym Masonry Repairs

Total Project Budget: \$6,164,600

Funding Sources: Capital Renewal State Appropriation

Authorization Date: Pending

Status: This is the second priority deferred maintenance project as identified by the last annual IBHE submission for the capital renewal program and is expected to be started in an upcoming cycle of funding releases by the state.

II. Projects in the Design Phase

1. New Construction Health Informatics & Technology Center Building

Total Project Budget: \$77,000,000

Funding Sources: FY20 State Appropriation

Authorization Date: January 2020 (for \$7,700,000)

Status: In summer of 2021 a design firm was selected through CDB. Contract award was made in April 2022 due to CDB backlog delays. Project programming and schematic design efforts will focus on summer/fall of 2022.

2. Art Building Structural Repairs & Exterior Building Improvements

Total Project Budget: \$3,753,600

Funding Sources: FY21 Capital Renewal State Appropriation

Authorization Date: April 2021

Status: Design efforts began in November 2021 and the project is planned for construction bidding in fall 2022. Construction is anticipated to take place spring through fall of 2023.

3. Swen Parson Roof Replacement & Masonry Repairs

Total Project Budget: \$5,138,200

Funding Sources: FY21 Capital Renewal State Appropriation

Authorization Date: April 2021

Status: Design efforts began in January 2022 and the project is planned for construction bidding in fall 2022. Construction is anticipated to take place spring through fall of 2023.

III. Projects in the Construction Phase

1. Music Building Partial Roof Replacement

Total Project Budget: \$500,000

Funding Sources: FY22 Capital Renewal State Appropriation

Authorization Date: May 2021

Status: Work was completed November 2021. Final contractor payments are in process. This is the last report on this project.

2. DeKalb Campus Repair Steam Tunnel Distribution

Total Project Budget: \$5,024,000

Funding Sources: FY19 State Appropriated

Authorization Date: September 2018

Status: Construction bids were received in December 2021. Due to CDB backlog and non-responsive bidder determination, construction award is anticipated for April 2022 with construction to follow in summer 2022.

3. DeKalb Campus West Heating Plant & Boiler Replacement Phase I

Total Project Budget: \$18,400,000

Funding Sources: Institutional Auxiliary Reserves & FY19 State Appropriated

Authorization Date: August 2017

Status: Following a failed initial solicitation effort, a design-build team was selected in December 2021. Additional funding was requested from GOMB to address the higher price from the original budget of \$16,000,000. Contract award is anticipated to be completed in April. Construction work is anticipated to be completed summer/fall of 2023.

4. Stevens Building Addition & Renovation

Total Project Budget: \$37,300,135

Funding Source: FY10 - CDB Amended FY17 & FY17 - NIU Appropriated Funds

Authorization Date: February 2010

Status: Construction work was completed and building reoccupied in May 2018. Building HVAC refinements were completed in 2020. The remaining open item is a State of Illinois commissioned artwork anticipated to be completed summer of 2022.

B. NORTHERN ILLINOIS UNIVERSITY PROJECTS

I. Projects in the Planning Phase

1. DeKalb Campus Summer 2022 Roofing Repairs

Total Project Budget: \$1,600,000

Funding Source: Institutional Funds

Authorization Date: March 2022

Status: Scope includes roof replacement and repair work at Faraday Hall, Chick Evans Fieldhouse, and the Convocation Center. Work is planned to be completed summer 2022.

2. **DeKalb Campus Soccer & Baseball Fields Artificial Turf Installation**
Total Project Budget: \$1,250,000
Funding Source: Institutional Auxiliary Reserves
Authorization Date: March 2022
Status: Various contracts are being orchestrated to facilitate the completion of the soccer field during summer 2022 and completion of the baseball field by fall 2022.
3. **Northern View Complex Building #2 Exterior Repairs**
Total Project Budget: \$132,000
Funding Source: Institutional Auxiliary Reserves
Authorization Date: Pending
Status: Scope of work is finalized and is scheduled for completion spring/summer of 2022.
4. **DeKalb Campus Summer 2022 Parking Lot Repairs**
Total Project Budget: \$160,000
Funding Source: Institutional Local Funds
Authorization Date: Pending
Status: Scope of work is currently being finalized to address critical parking lot repairs. Work is planned to be completed spring/summer of 2022.
5. **DeKalb Campus Facilities Condition & Needs Assessment Phase I**
Total Project Budget: \$200,000
Funding Source: Appropriated Income Funds
Authorization Date: Pending
Status: A solicitation for consultant services was issued March 2022 and proposals are being reviewed. Following scope/budget finalization, work is planned to begin spring/summer 2022.
6. **DeKalb Campus Facilities Masterplan Framework**
Total Project Budget: \$200,000
Funding Source: Institutional Local Funds
Authorization Date: Pending
Status: A solicitation for consultant services is planned for spring 2022. Work is intended to begin summer/fall of 2022.
7. **New Hall Nexus Valve Replacements Phase I**
Total Project Budget: \$200,000
Funding Source: Institutional Auxiliary Reserves
Authorization Date: Pending
Status: Scope of work is being finalized with intent for completion over summer months.
8. **DeKalb Campus Summer 2022 Roadway Repairs**
Total Project Budget: \$100,000
Funding Source: Institutional Auxiliary Reserves & Appropriated Income Funds
Authorization Date: Pending
Status: Scope of work is being finalized with intent for completion over summer months.
9. **Rockford Parking Lot Repairs Phase I**
Total Project Budget: \$140,000
Funding Source: Institutional Local Funds
Authorization Date: Pending

Status: Phased work intended over three years as funding allows. Scope of Phase 1 is being finalized with intent for completion over summer months.

10. Naperville 2022 Parking Lot Repairs

Total Project Budget: \$100,000

Funding Source: Institutional Local Funds

Authorization Date: Pending

Status: Scope of work is being finalized with intent for completion over summer months.

11. Founders Library Exterior South & West Façade Cleaning & Caulking

Total Project Budget: \$175,000

Funding Source: Appropriated Income Funds

Authorization Date: Pending

Status: Follows a prior 2014 project addressing the north and east facades. Scope of work is being finalized with intent for completion over summer months.

II. Projects in the Design Phase

1. Neptune North First Floor Remodel for Relocation of Human Resource Services

Total Project Budget: \$750,000

Funding Source: Institutional Funds

Authorization Date: February 2022

Status: Remodeling work is anticipated to be completed summer/fall of 2022 in anticipation of a fall relocation for HR personnel.

2. Huskie Stadium Summer 2022 West Stands Exterior Maintenance Repairs

Total Project Budget: \$238,250

Funding Source: Institutional Auxiliary Reserves

Authorization Date: October 2021

Status: Finalizing scope of work and preparing construction bidding documents. Work is anticipated to be completed summer of 2022.

3. Standalone Boilers Assessment & Design

Total Project Budget: \$195,200

Funding Source: Institutional Local Funds, Auxiliary Reserves & Appropriated Income Funds

Authorization Date: December 2021

Status: Currently evaluating existing conditions and beginning determination of repair needs.

4. DeKalb Campus Chiller Water Reconfiguration Assessment

Total Project Budget: \$169,000

Funding Source: Institutional Local Funds

Authorization Date: December 2021

Status: Existing conditions are currently being evaluated and a finalized assessment is anticipated to be completed by June of 2022.

5. Recreation Center Changing Room remodel

Total Project Budget: \$1,100,000

Funding Source: Institutional Auxiliary Reserves

Authorization Date: September 2019

Status: Project was put on hold at the beginning of the pandemic and is now being reprioritized for possible FY23 execution with a reduced scope.

6. Stevenson & Grant Residence Halls Building Envelope Repairs

Total Project Budget: \$650,000
Funding Source: Institutional Auxiliary Reserves
Authorization Date: March 2022
Status: Work is planned to be completed summer of 2022.

7. Holmes Student Center Hotel Tower Building Envelope Repairs

Total Project Budget: \$250,000
Funding Source: Institutional Auxiliary Reserves
Authorization Date: December 2016
Status: Project was previously deferred due to past year budget uncertainties and then pandemic. A consultant is currently completing an assessment to determine scope details. Construction schedule yet to be determined.

III. Projects in the Construction Phase

1. Founders Memorial Library First Floor Learning Commons Installation

Total Project Budget: \$238,400
Funding Source: Appropriated Income Funds
Authorization Date: March 2022
Status: This is largely a new furniture integration project. Design consultant currently finalizing scope with Dean of Libraries and staff. Furniture solicitations planned for April with the intent to install by June.

2. Chick Evans Fieldhouse Tennis Facility Upgrades Phase I

Total Project Budget: \$163,600
Funding Source: Donor Funds
Authorization Date: February 2022
Status: Work is 85% complete except for installation of a scoreboard which is on order and anticipated to be received in June.

3. DeKalb Campus Utility Submetering Pilot Installation

Total Project Budget: \$246,150
Funding Source: Institutional Local Funds
Authorization Date: December 2021
Status: Design and construction bidding documents being developed. Work anticipated to be completed fall/winter 2022.

4. West Campus 2021/2022 Winter Repairs Chillers

Total Project Budget: \$243,800
Funding Source: Institutional Auxiliary Reserves & Appropriated Income Funds
Authorization Date: December 2021
Status: Work is in process and is approximately 80% complete.

5. East Campus 2021/2022 Winter Repairs Chillers

Total Project Budget: \$228,100
Funding Source: Institutional Auxiliary Reserves & Appropriated Income Funds
Authorization Date: December 2021
Status: Work is in process and is approximately 80% complete.

6. Founders Memorial Library Chilled Water Coil Replacement Phase II

Total Project Budget: \$128,500

Funding Source: Appropriated Income Funds
Authorization Date: December 2021
Status: Work is in process and is approximately 90% complete.

7. DeKalb Campus Access Control Upgrades

Total Project Budget: \$1,400,000
Funding Source: Grant Funds
Authorization Date: September 2021

Status: Infrastructure upgrades have been completed. Installation of new door hardware components has been delayed due to supply chain issues related to the pandemic. Completion is anticipated by June.

8. Dorland Building Freezer Condenser/Evaporator Replacement Phase II

Total Project Budget: \$164,500
Funding Sources: Institutional Auxiliary Reserves
Authorization Date: August 2021

Status: Replacement equipment has been delayed due to pandemic-related supply chain issues. Originally anticipated to be received by February/March, installation will be completed as soon as possible following receipt of equipment.

9. New Hall Complex FY22 Rotation Painting

Total Project Budget: \$169,000
Funding Sources: Institutional Auxiliary Operations Funds
Authorization Date: August 2021

Status: Work is approximately 50% complete and will progress through the remainder of the fiscal year as coordinated with the housing staff.

10. Convocation Center Arena & Auxiliary Gym LED Lighting Upgrades

Total Project Budget: \$316,000
Funding Sources: Institutional Auxiliary Reserves
Authorization Date: June 2021

Status: Material supply chain delays postponed the original intended schedule for this project. Materials have been received and work will be completed spring/summer 2022 as coordinated around event schedules.

11. Stevenson Complex Domestic Cold Water Booster Pumps Replacement

Total Project Budget: \$124,000
Funding Sources: Institutional Auxiliary Reserves
Authorization Date: April 2021

Status: Work on this project is complete and final payments are in process. This is the last report on this project.

12. Monat Building Roof Repairs

Total Project Budget: \$246,800
Funding Source: Appropriated Income Funds
Authorization: March 2021

Status: Work is 90% complete. Remaining work to be completed spring of 2022.

13. Parking Garage Passenger Elevator Controls Upgrade

Total Project Budget: \$230,000
Funding Source: Bond Series 2010 Project
Authorization: March 2021

Status: Delays in equipment deliveries impacted this project. Work on this project is now complete. This is the last report on this project.

14. DeKalb Campus Central Campus Roadway Improvements

Total Project Budget: \$357,600

Funding Source: Institutional Local Funds & Federal Grant Funds

Authorization: January 2021

Status: The project was rebid by IDOT in November 2021. After adjusting scope to fit budget limits, construction work is anticipated to be completed summer 2022.

15. DeKalb Campus Fire Escape Repairs

Total Project Budget: \$129,050

Funding Source: Institutional Auxiliary Reserves & Appropriated Income Funds

Authorization: January 2021

Status: Work is approximately 75% complete and anticipated to be completed by fall 2022.

16. General Revenue Buildings COVID-19 HVAC Updates & Repairs

Total Project Budget: \$238,150

Funding Source: Appropriated Income Funds

Authorization: January 2021

Status: Work is in progress and is approximately 90% complete.

17. Stevenson Towers A, B, C & D Roof Replacement

Total Project Budget: \$1,400,000

Funding Source: Institutional Auxiliary Reserve Funds

Authorization Dates: March 2020

Status: Previously placed on hold due to pandemic budget uncertainties, construction work began summer of 2021 and two towers have been completed. The remaining two towers are scheduled to be completed spring/summer of 2022.

18. Holmes Student Center Tower Elevator Controls Upgrade

Total Project Budget: \$1,500,000

Funding Source: Institutional Auxiliary Reserve Funds

Authorization Date: December 2019

Status: Equipment orders were put on hold due to the pandemic budget uncertainties. Project is 10% complete. Work is anticipated to be completed spring/summer 2022.

PROPOSED NAMING OF THE CAMPUS LIFE BUILDING AFTER PRESIDENT JOHN G. PETERS

Summary: To honor the accomplishments of 11th President John G. Peters to NIU, the university proposes naming the Campus Life Building after Peters. The building would be known as the “Peters Campus Life Building.”

Background: John G. Peters was named the 11th president of Northern Illinois University on March 24, 2000. Peters served in that role until June 30, 2013. During his presidency, Peters increased the research profile of the university, oversaw the building or renovation of several facilities and research spaces, and spearheaded the university’s first capital campaign.

Peters is remembered for these and other accomplishments, but his legacy is most strongly associated with the darkest hour in NIU’s history, the mass shooting on February 14, 2008 in Cole Hall.

Peters was a strong believer in the importance of a vibrant student life and strong student engagement. Because of his accomplishments and his commitment to students, the university supports naming the Campus Life Building in his honor.

This proposal was vetted following the university’s Facility Naming Policy listed after this Board item (see specifically 6.a and 6.b). The full proposal for naming the Campus Life Building after Peters is also listed after this Board item.

Recommendation: The University recommends that the Board of Trustees approve the request to name the Campus Life Building after President John G. Peters.

NORTHERN ILLINOIS UNIVERSITY FACILITY NAMING POLICY

1. INTRODUCTION AND PURPOSE

This document outlines protocol regarding the naming of facilities at Northern Illinois University (NIU). Naming opportunities are an integral part of efforts to secure major philanthropic gifts for the advancement of the University's mission, but also an opportunity to recognize and honor eminent persons for outstanding service or contribution to NIU. To effectively guide this process, it is necessary to delineate standards to be followed, factors to be considered, and criteria to be employed prior to granting approval for a formal naming associated with any University facility.

The following standards ensure that the naming of University facilities involves careful deliberation and attention to the appropriateness of the name.

2. AUTHORITY

Sole and final approval for the naming of campus facilities is the responsibility of the Board of Trustees of Northern Illinois University as stated in *Section VI. Physical Facilities, Subsection C. Naming of Facilities*, of the Regulations of the Board of Trustees. The Board of Trustees of NIU shall follow transparent, consistent, and accountable processes in the naming of facilities under its jurisdiction. In considering the recommendation from the Executive Vice President and Provost, Vice President for Administration and Finance and CFO, and Vice President of University Advancement, or equivalent positions, to name facilities, the President and the Board of Trustees shall ensure compatibility with the vision and mission of NIU.

A. Scope: The Board Regulation provides broad authority over all university facilities. Any contract or other agreement associated with the naming of a University facility, to include multi-media licensing agreements and sponsorship contracts, must be developed within the context of the Board's authority and in accordance with university standards. Such agreements will undergo full advance review by the Executive Vice President and Provost, the Vice President for Administration and Finance and CFO, and the Vice President for Advancement, or equivalent positions, prior to approval. Once approved at the university level, the President, after consultation with appropriate members of the university community, shall inform the Board of any proposed naming for a specified facility prior to the execution of a contract, or the acceptance of a philanthropic gift, that may result in a naming decision.

B. Internal spaces: The naming of spaces internal to a building or facility shall be developed and recommended by the Vice President for University Advancement by delegated authority of the Board of Trustees, and approved by the Executive Vice President and Provost and the Vice President for Administration and Finance and CFO or equivalent positions.

3. DEFINITIONS

A. Physical Facilities as defined by the Northern Illinois University Board of Trustees:

- Buildings
- Structures
- Stadia
- Commons
- Streets
- Drives

- Landscaped Areas
 - Or any other property under the administrative control of the university
- B. Interior Spaces and Other Facilities include:
- Rooms
 - Atria
 - Lobbies
 - Food Service Locations
 - Wings
 - Floors
 - Lecture Halls
 - Laboratories
 - Common Areas
 - And all other areas located within buildings or other facilities
- C. Other definitions:
- Functional: Designed for, or suited to, a particular operation or use.
 - Honorary: Conferring or implying honor or respect; generally defined as recognizing outstanding individuals distinguished in character or attainments, or by success in any walk of life.
 - Philanthropic: The act of philanthropy; generally defined as gifts to the University which have real or in-kind monetary value.
 - Auxiliary Facilities: Those facilities financed through public/private partnerships (e.g. borrowed funds).
 - Original Facilities: Those facilities considered either technically original to the NIU campus, developed earlier in its history, and/or currently bearing a longstanding name (e.g. Holmes Student Center).
 - Total project cost: The budgeted cost of project at the time of the gift.

4. GUIDELINES

A. Naming: Facilities should be named in such a way as to reflect the general activities for which the building is utilized. A building name may include a designation such as auditorium, center, gymnasium, hall, institute, school, laboratory, etc.

A.1. Honorary: Those individual(s) for whom Facilities are named or in whose honor a designation is bestowed must exemplify the values of the NIU. Additionally, the integrity of the honoree shall be beyond reproach. Facilities may be named for:

- Notable members of the university faculty and staff who have emeritus status or have been retired for five (5) years or more.
- Elected persons of the state, nation or country that are no longer living.
- Elected persons of the state, nation or country that that have been retired for ten (10) years or more.
- Faculty, staff, alumni or friends of the University community who have made extraordinary contributions to the University or society. Honorees shall have achieved distinction in one or more ways:
 - Served the University in an academic capacity, achieved the highest scholarly distinction and earned a national or international reputation.
 - Served the University in an important administrative capacity, rendered distinguished service, and provided exceptional contributions to the University.
 - Contributed in truly exceptional ways to the welfare of the institution, state, or nation or achieved such unique distinction as to warrant recognition.

A.2. Philanthropic: For or by individual or corporate donors who provide significant gifts in support of Facilities and programs at the University.

A.3. Non-philanthropic sources: If the University/Foundation decides to fund a building project with funds other than donations, and/or a business plan with alternative/additional funding, consideration may be given as determined by the Executive Vice President and Provost and the Vice President for Administration and Finance and CFO, and, in consultation with the Vice President for University Advancement.

A.4. Original facilities and longstanding honorary designations: It shall be the general practice to maintain historic and honorary names either attached to longstanding campus facilities (e.g., Holmes Student Center), or where an honorary name has been attached to a facility for over 50 years. Renaming of such facilities will be considered in the context of emerging philanthropic or new honorary naming opportunity if the terms conform to university standards, have been reviewed and recommended by the Advisory Committee, and approved by the Board of Trustees. Considerations with regard to appropriate perpetuation of the prior name will be given, and may include, for instance, a plaque in or adjacent to a newly-named original building.

B. Signage: All new building signage shall conform to the University Signage Standards.

B.1. When an entire Facility is named for an individual, the actual name may appear on the façade of the structure, University signage, and campus maps as appropriate.

B.2. Space within named buildings (e.g., rooms, lounges, laboratories, performance spaces, lecture halls, etc.) may be further designated by plaques or tablets installed in buildings, but in complement and coordination with other recognition and designations within those buildings. All such identifications must be approved by the Vice President for University Advancement and in consultation with the Vice President for Administration and Finance and CFO.

B.3. Interior Signage minimum funding levels are determined by the Division of University Advancement in accordance with the NIU Foundation’s Gift Acceptance Policy and Donor Recognition Guidelines, and approved by the Executive Vice President and Provost and the Vice President of Administration and Finance and CFO, or equivalent positions.

B.4. Exterior Signage minimum funding levels:

Signage Type	\$500K to \$1M	\$1M to \$10M	\$10M +
Standard university exterior signage	x	x	x
Prefinished anodized aluminum lettering not to exceed 1' in height on exterior of the building (academic buildings, e.g.)			x
Stylized signage on exterior of building as appropriate to building style and design (athletic facilities, e.g.)			x

B.5. Total cost for all signage shall be determined on a project basis and in accordance with the NIU Foundation's Gift Acceptance Policy and Donor Recognition Guidelines.

B.6. When a named Facility has reached the end of its useful life and will be razed or the unit moves into a different Facility, the donors will be appropriately recognized in a related Facility. This stipulation does not override time periods listed in Section 5. A.1.

C. Changes or Removal of a Name:

C.1. To change the name of a Facility, the initiator must provide a proposal that includes a justification for the name change. If the change involves naming the Facility in honor of a person, the proposal must include a review of the accomplishments and/or contribution of the individual.

C.2. In certain circumstances, the University reserves the right, on reasonable grounds, to revoke and terminate its obligations regarding a naming, with no financial responsibility for returning any received contributions to the benefactor. These actions, and the circumstances that prompt them, may apply to an approved naming that has not yet been acted upon or to a conferred naming. Circumstances that may lead to such a consideration include, but are not limited to:

- Comprehensive renovation of, or addition to, a particular space.
- Failure by the honored person, family or organization to fulfill agreed upon obligations.
- The demolition of a facility or the discontinuation of an activity.
- Actions by an honored person, family or organization that is inconsistent with the values and mission of the university.
 - If the benefactor's or honoree's reputation changes substantially so that the continued use of that name may compromise the public trust, dishonor the University's standards, or otherwise be contrary to the best interests of the University, the naming may be revoked.
 - In the instances where a decision has been made to revoke a naming in accordance with this policy, prior to final approval, the University shall provide the benefactor, or a representative of the benefactor, the opportunity to voluntarily relinquish the name from the University facility or academic unit, as the case may be.
 - However, caution must be taken when, with the passage of time, the standards and achievements deemed to justify a naming action may change and observers of a later age may deem those who conferred a naming honor at an earlier age to have erred. Namings should not be altered simply because later observers would have made different judgements.

This should be done judiciously, and involve the approval of the Vice President for Administration and Finance and CFO or equivalent position, the General Counsel, the University President, and the Board of Trustees.

D. Exceptions: There may be instances where exceptions will be granted to the guidelines above. These will be reviewed and endorsed by the Vice President for Administration and Finance and CFO, or equivalent position, in consultation with appropriate additional stakeholders, and submitted to the Board of Trustees for consideration.

5. FUNDING CRITERIA

A. Limited Terms: The length of time a Facility shall retain a name shall be based on the donation or funding provided.

A.1. Facility Funding Categories

Total Project Cost	Maintenance Endowment Level (15%)	Gift Level	Guaranteed For
\$1M to \$5M	\$150,000 - \$750,000	\$1,150,000 - \$5,750,000	10 Years
\$5M to \$10M	\$750,000 - \$1,500,000	\$5,750,000 - \$11,500,000	15 Years
\$10M to \$20M	\$1,500,000 - \$3,000,000	\$11,500,000 - \$23,000,000	20 Years
\$20M to \$30M	\$3,000,000 - \$4,500,000	\$23,000,000 - \$34,500,000	30 Years
\$30M to \$40M	\$4,500,000 - \$6,000,000	\$34,500,000 - \$46,000,000	40 Years
\$40M +	\$6,000,000 +	\$46,000,000 +	50 Years

A.2. Right of first refusal: A right of first refusal to renew a facility naming agreement shall be extended to coincide with the completion of each gift term to the entity or person currently holding the name. The offer to renew shall be extended no later than one year prior to the expiration of the current naming agreement, and if no renewal is confirmed within 6 months of the expiration, the University will exercise its right to pursue renaming.

B. Facility Naming Criteria: When a facility is to be named in consideration of a financial contribution, the gift shall be received, or its future receipt shall be assured, through the appropriate signed gift agreement, before a naming action shall be taken as follows:

B.1. Gift Considerations and Status at the Time of Naming:

B.1.1. Commitments to name a building, structure or exterior space must be related to contributions in cash, cash equivalents, marketable securities, or enforceable pledges to be paid in no longer than ten years.

B.1.2. Irrevocable planned gifts may generate current naming of facilities if current cash flow considerations are not an issue from a project financing perspective. Such gifts will be credited at their face value with particular emphasis being given to the predictability of the long-term value of the irrevocable deferred gift.

B.1.3. Gift agreements for the naming of buildings, structures, or interior or exterior spaces (before construction completion) should allow for unrestricted use of the donated funds.

B.1.4. Pledges: In the case of facilities, gifts must be current use gifts and may include a maximum ten year pledge. If the pledged gift is to name new construction, renovation or other project with cash flow considerations, the timing of the payments should be such that sufficient dollars are available to cover project costs.

B.1.5. Combinations of revocable planned gifts and cash may occasionally generate current naming opportunities under the right circumstances. Each combination must be explained fully to the Executive Vice President and Provost and the Vice President for Administration and Finance and CFO, or equivalent positions, and a case made for the appropriateness of the naming given the specifics of a particular gift. Emphasis will be given to cash flow requirements and the predictability of the long term value of the revocable deferred gift component, and the predictability of its receipt.

B.2. Minimums: The minimum contribution giving rise to the opportunity of naming an entire building, structure, or exterior space for new construction or renovations requires at least 51% of the total project cost, plus a 15% maintenance endowment. The naming could require more depending on the prominence/exposure and the ability of the university to acquire additional funding. New construction or renovation cannot commence until sources for 100% of the total project cost, including a 15% maintenance endowment, are identified

and confirmed by the Executive Vice President and Provost and the Vice President for Administration and Finance and CFO, or equivalent positions,.

B.2.1. New Facilities: 51% of the private fundraising goal for the project

B.2.2. Existing Facilities: 51% of the private fundraising goal for the project, if construction is to be done; or 51% of the currently assessed valuation of the building.

B.2.3. Addition to Existing Facilities: 51% of the private fundraising goal for the project

B.2.4. Renovations: 100% off the total project cost if project is less than \$5,000,000; if project is greater than \$5,000,000, 51% of the private fundraising goal of the project.

B.2.5. Outdoor Areas (i.e. courtyards, gardens, streets, fountains, benches, etc.): 100% of the total cost.

C. Programmatic Centers and other naming opportunities (Academic and Administrative):

C.1. Colleges, Schools, Institutes, Departments, Academic or Administrative Units: The specific level for each unit will be determined by the Vice President for University Advancement, in accordance with the NIU Foundation's Gift Acceptance Policy and Guidelines for Donor Recognition, and approved by the Executive Vice President and Provost and the Vice President of Administration and Finance and CFO, or equivalent positions.

C.2. A minimum of a \$5,000,000 endowment gift is needed to name a programmatic center.

C.3. An alternate funding plan may be implemented with the approval of the Executive Vice President and Provost and the Vice President for Administration and Finance and CFO and in consultation with the Vice President for University Advancement, or equivalent positions. The Vice President for Administration and Finance and CFO, or equivalent position, retains the flexibility to negotiate alternative financial arrangements where the best interest of the University is served.

6. PROCEDURES

Northern Illinois University Board of Trustee Regulations: The President, after consultation with members of the university community, shall either make a confidential report to the Chairman of the Facilities, Finance and Operating Committee of the Board of Trustees (if donor confidentiality is an issue), or members of the Board in support of any proposed name for a specific Facility.

A. Review Process

A.1. Since naming facilities has a long-term impact on the University, the approval process is designed to ensure such action is in the best interest of the University. The Vice President for University Advancement, or equivalent position, shall conduct an initial review of all naming proposals submitted for consideration. The Vice President for University Advancement, or equivalent position, shall consult and receive general approval from the following university personnel, or equivalent positions, before making a recommendation to the President:

- Executive Vice President and Provost
- Vice President for Administration and Finance and CFO
- Senior administrator(s) from requesting units
- NIU Foundation Board (when funded by private donations)
- Advisory Committee (special circumstances)

A.2. Advisory Committee: An Advisory Committee, inclusive of representatives of the faculty, staff, the student body, and other such stakeholders as deemed appropriate, shall be appointed by the Executive Vice President and Provost, the Vice President for Administration and Finance and CFO, and the Vice President for University Advancement,

or equivalent positions. The Committee shall be called upon in special circumstances for the purpose of review and recommendation in instances of:

- Honorary naming
- Proposed renaming of an Original Facility
- Other special circumstances, as deemed appropriate or beneficial

The Committee's input and decision-making authority shall be limited where ethical principles, especially donor confidentiality, apply.

B. Submission Process

B.1. Honorary Naming: academic or administrative units that wish to honor an individual/corporation for outstanding contributions to the University or to the spirit of community within the university or the larger community, shall submit a Naming Request Proposal to the Vice President for Administration and Finance and CFO, or equivalent position, who shall consult with the Vice President for University Advancement and the Executive Vice President and Provost, or equivalent positions.

B.1.1. The Naming Request Proposal developed must include:

- Letter of request for naming from dean, director or University administrator, indicating faculty support and detailing the appropriateness of the honorary naming;
- Supplemental information of the individual being honored with the naming of the facility of facility component (see Naming Request Proposal Form)

B.1.2. Review and recommendation: Upon review and endorsement, the Executive Vice President and Provost, the Vice President for Administration and Finance and CFO, and the Vice President for University Advancement, or equivalent positions, will then present the Naming Request Proposal in confidence to the President.

B.1.3. Review and Approval by Board of Trustees: Upon completion of review of the Naming Request Proposal, the President will present the internally vetted and recommended honorary naming proposal to the Board of Trustees for approval.

B.2. Donor Naming

B.2.1. Consultation:

- When facilities have the potential to attract gifts, the appropriate development officer should first consult with the Chief Development Officer and the Vice President for University Advancement, or equivalent positions, regarding initial steps to be taken in securing such gifts.
- Prior to discussions with a donor regarding a naming opportunity, the Vice President for University Advancement will consult with the Executive Vice President and Provost, and the Vice President for Administration and Finance and CFO, or equivalent positions, and the President, as required.

B.2.2. Naming Request Proposal developed: In discussing facility naming opportunities, the development officer will apprise the prospective donor regarding the review and approval process, and complete a Naming Request Proposal.

B.2.3. Division Review: The Vice President for University Advancement, or equivalent position, shall review all such proposals and take appropriate action as outlined in the Facility Naming Policy.

B.2.4. Donor Dialogue: When speaking with potential donors, all architectural renderings, construction models, or other plans should be identified as conceptual and not literal depictions of what the facility will ultimately be. During discussions, it will be emphasized that donors understand they shall not control the details of construction, furnishing, etc.

B.2.5. Gift Agreement: Upon appropriate review, the donor, gift officer, and the Vice President for University Advancement, or equivalent position, will complete a gift agreement. Naming considerations to be taken into account in the agreement include:

- The clear and expressed term of the naming, including:
 - The life expectancy of the building, equipment, rooms, naming duration, etc.
 - Conditions under which the University might exercise authority to rename.
 - The binding nature of pledge to a facility building project, and the specific and timely fulfillment of the pledge that will be relied upon and may be used as collateral for project financing.
- Public recognition of the gift will proceed in accordance with this policy, the Gift Acceptance Policy and Donor Recognition Guidelines of the NIU Foundation.

B.2.6. Review and Approval by the Board of Trustees: Upon completion of review, the Naming Request Proposal and Gift Agreement, the President will present the internally vetted and recommended facility naming proposal to the Board of Trustees for approval.

7. EFFECTIVE DATE AND APPLICABILITY

This policy shall be effective May 9, 2019, which is the official date upon which it was approved by the Northern Illinois University Board of Trustees. The policy is applicable to all future naming instances from this date forward until such time as it is superseded by new policy, and is not applicable to any currently named facilities that were negotiated through a gift or naming agreement prior to this date with the exception of a future occurrence or circumstance as outlined in Section 4.C. above.



Northern Illinois University

NAMING REQUEST FORM

Request for Administrative, Honoric or Commemorative Naming

Submit this form and all supporting documentation to: Sarah Chinniah, Vice President of Administration and Finance; schinniah@niu.edu. Funding source for required recognition signage must be identified by requestor.

Form with handwritten entries: Date of Request (April 8, 2022), Name of Nominator (Lisa C. Freeman & Matt Streb), Campus and College or Unit (Office of the President), Facility or Space Current Name (Campus Life Building), Proposed Name and Location on Campus (John G. Peters Campus Life Building), Rationale for Proposed Name (See attached), Fund source for signage.

Requestor wishing to pursue a naming of a facility or area must obtain the permission/sponsorship of a Dean, the Provost or a VP to proceed.

Sponsorship (signature & date)

Signature lines for Dean, Provost, and Vice President, with handwritten signatures in blue ink.

Approvals (signature & date)

Signature lines for Chair, Naming Advisory Committee, Board of Trustees, Final Approved Name, and Date, with handwritten signatures in blue ink.

John G. Peters was named the 11th president of Northern Illinois University on March 24, 2000. Peters served in that role until June 30, 2013. During his presidency, Peters increased the research profile of the university, getting NIU admitted to the prestigious Association of Public and Land-grant Universities (APLU) (what was then known as the National Association of State Universities and Land-grant Colleges) and oversaw NIU's recognition as a doctoral/high research activity university in the Carnegie Classification of Institutions of Higher Education. He helped secure several appropriations from the federal government, including a \$4.2 million grant for an NIU-led accelerator research project with Fermilab and the first of two grants used to construct the Center for the Study of Family Violence and Sexual Assault.

During Peters' time as president, the university saw the construction or renovation of several academic and auxiliary buildings, including Barsema Hall, the Convocation Center, the Barsema Alumni and Visitors Center, Northern View and New Hall residence halls, the Jeffrey and Kimberly Yordon Academic and Athletic Performance Center, and the Ken and Ellen Chessick Indoor Practice Facility. The renovations of Altgeld and Cole Halls and Grant and Gilbert Residence Halls and the expansion of Founder Library also happened during Peters time as president. Additionally, he secured funding for the renovation of the Stevens Building.

Many of the above projects were made possible because of Peters' involvement with True North, to date the only major fundraising campaign in the university's history that raised more than \$160 million from more than 59,000 donors.

Peters was an avid supporter of intercollegiate athletics as part of his strong commitment to vibrant student life and alumni engagement. In addition to serving on the MAC Council of Presidents, he represented the so-called "mid major" universities on the BCS Presidential Oversight Committee, and advocated strongly for mid-major inclusion in the BCS. His advocacy opened the door for NIU to receive an invitation to the 2013 Orange Bowl.

Other highlights during Peters' presidency include:

- The creation of a new division to coordinate university outreach
- The establishment of the Asian American Resource Center
- The establishment of Board of Trustee and Presidential Engagement Professorships
- The creation of the Washington, D.C. Congressional Summer Internship Program

Peters is remembered for these and other accomplishments, but his legacy is most strongly associated with the darkest hour in NIU's history, the mass shooting on February 14, 2008 in Cole Hall. The 125th Anniversary Key Moments project said the following about Peters' role in the aftermath of the shooting:

"From the first minutes of the crisis to the last, John Peters focused on the victims. He visited hospitals, attended funerals, comforted families and held the hands of traumatized students. He shared information promptly and compassionately, and urged his fellow NIU leaders to err on the side of kindness when making decisions on how to move forward. In the end, NIU emerged from the February 14th tragedy as a united campus, its president held up as a model for grace under pressure."

Although Peters was proud of the accomplishments that occurred during his presidency, his greatest source of joy was interacting with NIU's students. He was known affectionately as "the students' president." Peters regularly talked with students to learn about their concerns and get feedback on ideas. He often served as a guest speaker in classes and once famously surprised a class by inviting the

entire class to his house for dinner. The affection of students for Peters was apparent at football games where the students would regularly chant his name at the beginning of the fourth quarter as he went down to the field to watch the final minutes of the game.

Peters was a strong believer in the importance of a vibrant student life and strong student engagement. Because of those views and his commitment to students, we propose renaming the Campus Life Building the “John G. Peters Campus Life Building.”

30 March 2022

Dear Colleagues,

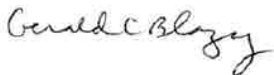
President Dr John G. Peters has been a great champion for research; he significantly advanced the reputation of Northern Illinois University through his development of a robust research portfolio. His efforts have had enduring impact as many of NIU's most successful research initiatives and partnerships were launched under his leadership.

As one example, the nationally recognized Center for the Study of Family Violence and Sexual Assault (CSFVSA) was constructed on the West Campus during his tenure and has enjoyed a continuous and robust research and service programs since. CSFVSA is considered a preeminent institution for the study of violence. As a second example, the Northern Illinois Center for Accelerator and Detector Development (NICADD), is a leader in the particle detector technologies and today boasts one of the largest accelerator physics and technology groups in the entire nation. NICADD faculty and staff collaborate with institutions from around the world.

Dr. Peters also worked diligently to establish close relationships with the two nearby national laboratories. These partnerships have strengthened and broadened the research programs of all science and engineering programs at NIU. Many NIU undergraduate and graduate students benefitted through participation in collaborative programs with the laboratories. This legacy is evident today with over ten joint faculty appointments shared with Fermi National Accelerator Laboratory and Argonne National Laboratory.

During his tenure as President, Dr. Peters made many contributions to the success of the university and its students, faculty, and staff. I am pleased to say this was also true of research and scholarship; his efforts to support research merit recognition.

Sincerely,



Gerald (Jerry) C. Blazey, Ph.D.
Distinguished Professor of Physics



April 7, 2022

Dear Catherine Squires,

It is with enthusiasm that I submit this letter of support for the naming of the Campus Life Building to honor the distinguished service and exceptional contributions of Dr. John G. Peters, the 11th president of Northern Illinois University.

Dr. Robert Birnbaum, a higher education scholar and former college president, authored seminal work on the success and failure of the college presidency. He writes "... when do presidents make a difference?... [it is when leadership] creates hope, excitement, and perceptions of new beginnings, as the college in effect renews itself."

In every college presidency, there are hallmark moments – ones that define a legacy. During Dr. Peters' term, he provided leadership through two significant hallmark moments that shaped not only his legacy, but the history of Northern Illinois University. These moments are on two extremes of a continuum and demonstrate his ability to lead in the best and worst of times.

When do presidents make a difference? When they create excitement. In 2013, NIU was invited to the Orange Bowl. An unexpected honor that lifted the campus, to say the least! Dr. Peters understood this bid was not just about the football team but about the community, with students being in the forefront. In the jubilation of the bowl bid, Dr. Peters was committed to our students being a part of that history. With his full support, NIU provided 1,300 students the opportunity to be in the stands in Miami, Florida. This included travel arrangements for 26 buses, hotel and lodging, transportation logistics, the training of 52 trip advisors, and crisis preparedness and management for the trip – all at a nominal cost to our students. He would have it no other way.

On the other end of the continuum, the second hallmark of Dr. Peters' presidency came during the university's darkest hours. As the horrific events of February 14, 2008 unfolded, Dr. Peters took on what I believe is the most important and challenging role of any college presidency – leading through tragedy.

It was at this time Dr. Peters showed the depth of his soul and compassion for our students and our community. I use the term compassion with intention. Compassion, from its Greek origins, means "to suffer with...it is more than mere empathy and care – it is the desire to help someone who is suffering, and to be able to help that person ease their pain". From those first moments of response, Dr. Peters demonstrated compassion – for those who lost loved ones, those recovering from injuries that would leave physical and emotional scars for a lifetime, and for a campus community reeling in the wake of violence. Dr. Peters did not shy away from what is arguably the most difficult work of a college president – meeting with families at the hospital as they learned the news no parent ever can imagine hearing; sitting with students who had been injured in one of your classrooms; attending the funerals of students who will never cross the stage at graduation; consoling a campus that is in disbelief, shock, and mourning. Their pain

clearly became his pain – as seen in his eyes and sensed from his heavy heart. It is in those moments that one becomes worthy of a legacy such as the naming of a building. These moments are when a college president truly matters – slowing guiding a community back to hope, renewal and new beginnings.

Lastly, framing my observations through the eyes of a student affairs practitioner, being a student-centered president means being committed to advancing the quality of student life on campus. During his time, he championed renovations and improvements for a number of the facilities that are at the heart of student life – Grant and Gilbert residence halls, Holmes Student Center, and the outdoor intramural sports complex, to name a few. Additionally, Dr. Peters valued day-to-day interactions with students– those one-on-one connections now remembered, with Huskie pride, by our alums. Given his commitment to advancing student life on campus – across a wide continuum of events and facilities enhancements as well as through every small but meaningful student interactions, it is truly fitting that the Campus Life Building be named after a student-centered president who genuinely made a difference.

It was an honor to have worked with Dr. Peters during my time as the Chief Student Affairs Officer and a joy to have this opportunity to support this nomination. Please feel free to reach out to me with questions or any additional information you might need.

Forward, together,

A handwritten signature in black ink, appearing to read 'KWM', written in a cursive style.

Kelly Wesener Michael, Ed.D.

PROPOSED NAMING OF NEW RESIDENCE HALL AFTER FANNY RUTH PATTERSON

Summary: To honor the legacy of Fanny Ruth Patterson to NIU, the university proposes naming New Residence Hall after Patterson. The buildings would be known as the “Patterson Hall East” and “Patterson Hall West.”

Background: In 1915, Fanny Ruth Patterson became the institution’s first African American graduate. After completing high school, Patterson worked for a few years before enrolling at what was then Northern Illinois State Normal School (NISNS). She completed her degree and applied to be a teacher, earning a glowing recommendation from NISNS’s first president, John W. Cook.

New Residence Hall is an appropriate facility to honor Patterson’s legacy since it is home to several workshops, programs, and additional educational opportunities that celebrate diversity and inclusion.

This proposal was vetted following the university’s Facility Naming Policy listed after item 8.c.1 (see specifically 6.a and 6.b). The full proposal for naming New Residence Hall after Patterson is listed after this Board item.

Recommendation: The University recommends that the Board of Trustees approve the request to name New Residence Hall after Fanny Ruth Patterson.



Northern Illinois University

NAMING REQUEST FORM

Request for Administrative, Honorific or Commemorative Naming

Submit this form and all supporting documentation to: Sarah McGill, Vice President of Administration and Finance; smcgill1@niu.edu. Funding source for required recognition signage must be identified by requestor.

Form with fields: Date of Request (October 27, 2021), Name of Nominator (Housing and Residential Services), Campus and College or Unit (Division of Student Affairs), Facility or Space Current Name (if any) (New Residence Hall), Proposed Name and Location on Campus (Fanny Ruth Patterson Complex), Rationale for Proposed Name (Please see attached), Fund source for signage (PB52520)

Requestor wishing to pursue a naming of a facility or area must obtain the permission/sponsorship of a Dean, the Provost or a VP to proceed.

Sponsorship (signature & date)

Signature lines for Dean, Provost, and Vice President with handwritten signatures.

Approvals (signature & date)

Signature lines for Chair, Naming Advisory Committee, Board of Trustees, Final Approved Name, and Date.



Northern Illinois
University

NAMING REQUEST FORM, page 2

Rationale for Proposed Name

Please provide a description of the accomplishments of the proposed honoree and detail their historical connection to NIU. Include dates when possible. Please submit this rationale along with page 1 to the NIU Division of Administration and Finance.

PROPOSAL TO HONOR FANNY RUTH PATTERSON WITH THE RENAMING OF NEW RESIDENCE HALL

The Division of Student Affairs is formally supporting the proposal from NIU Housing and Residential Services for the renaming of New Residence Hall as the **Fanny Ruth Patterson Complex**.

This important designation is in recognition of our institution's first African American graduate in 1915. This is important on many levels and is in alignment with FY 2021 University Goals — specifically Diversity, Equity and Inclusion.

Patterson enrolled at Northern Illinois University's predecessor, Illinois State Normal School, as a 21-year-old resident from Hinckley, Illinois. She completed her degree and applied to be a teacher with high commendations from the first president of ISNS, John W. Cook.

Honoring Patterson's legacy as an educator would be a natural complement to our current students who reside in the complex. The complex has also been home to several workshops, programs and additional educational opportunities that celebrate inclusion and diversity. The unique features of the complex along with the renaming could create additional opportunities to foster a center for dialogue and community around issues of social justice, anti-racism, and diversity throughout the year.

University Goal 4A on Diversity, Equity and Inclusion calls upon our community to:

Expand social justice education and training to include anti-racism training and continue promoting social justice topics and programs that convey NIU's values and support an environment where Huskies can grow, achieve, serve and transform themselves and their communities.

The student leaders of the NIU Residence Hall Association have endorsed this proposed name change. NIU Housing and Residential Services, and the Division of Student Affairs are dedicated to this meaningful renaming of the residential complex. And would hope to incorporate a renaming ceremony as a part of the 2022 Homecoming Weekend.

FISCAL YEAR 2023 NON-REPRESENTED STAFF SALARY INCREMENT ALLOCATION GUIDELINES

Summary: Offering competitive salaries remains a continuing high priority of the President and the Board of Trustees. Accordingly, the university has developed an internally funded plan to provide increments for FY23 that recognizes the importance of salary increases in a resource constrained environment.

Background: In accordance with Board Regulation II.C.2.a, annual salary increment guidelines are approved by the Board of Trustees. The approval of annual salary increment guidelines authorizes the university's distribution of fiscal year increments to eligible employees. Following completion of the fiscal year salary adjustment process, increment totals are verified and provided to the Board of Trustees in summary form.

The recommended salary increment guideline for non-negotiated staff is a tier-based increment to be implemented on and effective July 1, 2022:

Tier	Hourly Rate	Salaried Rate	Increment %
1	\$0 to \$30	\$0 to \$58,500	6.0
2	\$30.01 to \$60	\$58,500.01 to \$117,000	4.5
3	\$60.01 to \$90	\$117,000.01 to \$175,500	3.0
4	Greater than \$90	Greater than \$175,500	1.5

Non-negotiated faculty and staff on regular contracts/appointments (including temporary SPS staff) employed by the university on or before December 31, 2021, and who remain employed on the effective date of the increment program will be eligible for the increment subject to university procedures, unless their contracts provide otherwise. Graduate students who hold appointments as Graduate Assistants (Graduate Research, Graduate Teaching or Graduate Staff) are eligible for a 6% wage increment based on their FY22 wage for appointments in FY23.

Those employees who are represented by a union or other legally recognized collective bargaining representative will receive a negotiated increment pursuant to the specific provisions of applicable, existing collective bargaining or other future negotiated agreements.

Recommendation: The University recommends that the Board of Trustees approve the Fiscal Year 2023 Non-Represented Staff Salary Increment Allocation Guidelines.

FISCAL YEAR 2022 ALL FACULTY AND STAFF ONE-TIME PAYMENT (OTP) ALLOCATION GUIDELINES

Summary: Providing competitive wages remains a continuing high priority of the President and the Board of Trustees. Accordingly, the university has developed an internally funded plan that recognizes the importance of special one-time payments to employees in a resource constrained environment.

Background: The Huskie family continued to show tremendous resilience this past year, rising above the challenges created by the pandemic to provide our students another successful academic year.

We realize that our employees also faced many challenges at home. Soaring inflation and record-high gas prices created financial hardships for many of us, particularly those who earn the least. To ease some of that pain, the university would like to provide all eligible employees a one-time payment (OTP) to supplement their earnings.

This is possible due to the hard work of everyone on campus who exercised fiscal restraint while focusing on mission-critical work; federal aid that helped offset the financial stress created by the pandemic; and additional relief from the governor in the form of a 5% supplemental state appropriation for FY22.

As we are committed to achieving fair and competitive compensation for all employees, we believe the best use of the modest surplus is to invest it in our faculty and staff to help them navigate these difficult financial times.

The recommended One-Time Payment (OTP) for all eligible employees is to be implemented on and effective June 30, 2022. The distribution utilizes a tiered approach to ensure that employees at the lower end of the pay scale receive the greatest benefit.

All unrepresented employees, and members of those collective bargaining units that choose to participate, will receive OTPs based on the chart below. Please note that this OTP does not impact any planned salary increment increases or current union contract negotiations.

Tier	Hourly Rate	Salaried Rate	One-Time Payment (OTP)
1	\$0 to \$30	\$0 to \$58,500	\$2,500
2	\$30.01 to \$60	\$58,500.01 to \$117,000	\$2,000
3	\$60.01 to \$90	\$117,000.01 to \$175,500	\$1,500
4	Greater than \$90	Greater than \$175,500	\$1,000

Eligibility for the OTP is as follows:

- An employee must be employed with the university and on payroll as of June 16, 2022.

- Faculty and instructors on nine-month appointments that ended May 15, 2022 are eligible for the OTP as long as they have not retired or resigned from NIU prior to June 16, 2022.
- Graduate students who held appointments as Graduate Assistants (Graduate Research, Graduate Teaching or Graduate Staff) between 1/1/2022 and 5/16/2022 are eligible based on their FY22 wage. However, Graduate students who graduated in Spring 2022 or who have been dismissed academically are **NOT** eligible for the OTP.
- Extra-help employees, employees with less than 50% FTE and employees and/or who have **less than** nine-month appointments/contracts are **NOT** eligible for the OTP.

Recommendation: The University recommends that the Board of Trustees approve this One-Time Payment (OTP) to all eligible employees for Fiscal Year 2022.

COLLECTIVE BARGAINING AGREEMENT FOR THE METROPOLITAN ALLIANCE OF POLICE NIU CHAPTER #291

Summary: 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, Chapter 291, representing approximately twenty-five (25) employees total in the Department of Police and Public Safety. The collective bargaining agreement represents the following classification:

Police Officer

Scope of Negotiations: Full agreement

Tentative Agreement for Board Action: A six-year successor agreement, effective July 1, 2021 through June 30, 2027.

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 METROPOLITAN ALLIANCE OF POLICE
NIU CHAPTER #291**

AND

**NORTHERN ILLINOIS UNIVERSITY
BOARD OF TRUSTEES**

Effective July 1, 2021 through June 30, 2027

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 #291, 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 police officers, and probationary police officers of the Employer as classified by the State Universities Civil Service System, as defined herein below and hereafter referred to as "Officers" or "employees", or when the context requires a singular noun, as "Officer" 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-00-045 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 and probationary officers, below the rank of Sergeant, within the Police Department of Northern Illinois University.

Section 2.2 Membership

In the event that the Union seeks to add a position classification to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of any additional position classification in the bargaining unit is solely within the jurisdiction of the Illinois State Labor Relations Board.

Section 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 reclassifications 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 reclassifications, reallocations, job descriptions, position classifications, and other employment opportunities relevant to all employees at Northern Illinois University. In accordance with these statutory obligations, employees covered under this Agreement shall be required to perform only the duties that are consistent and related to existing job specifications.

ARTICLE 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:

- The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- To determine the overall budget of the employer and control over the organization and efficiency of operations;
- To direct the employees, including the right to assign work;
- To determine the methods, means, number of personnel needed to carry out the mission of the department;
- To hire, examine, promote, train and schedule employees in positions with the employer;
- To suspend, demote, discharge, or take other disciplinary action against the employees for just cause;
- To create, publish and enforce policies, procedures, rules, and regulations;
- To change or eliminate existing methods, equipment, or facilities;
- 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;
- 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;
- To determine the qualifications of applicants for positions of employment.

Section 3.2 Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer.

Section 3.3 Parking Rate

It is agreed that the parking permit rates are established by the employer.

Section 3.4 Residency Requirement

All newly appointed police officers that are hired on or after the date of NIU Board of Trustees approval shall establish and maintain residency within fifty (50) miles of the NIU Police Department prior to successfully completing their probationary period.

Current NIU Police Department officers may not move beyond the fifty (50) mile limitation if they currently do not live beyond it.

Section 3.5 Fitness For Duty

When the employer orders a member of the police department to undergo a fitness for duty examination, the employer shall notify the union of the order and the status of the employee. The employee will be referred to the university department of human resources services, for appropriate referral and processing. Only Employer ordered fitness for duty examinations shall be done at the expense of the Employer, and pursuant to the university wide HRS fitness for duty process and procedures. The employee may be reassigned or placed on the appropriate benefit leave or paid administrative leave at the Employer's discretion pending the outcome of the examination.

Appeal of any question of an employee's fitness for duty will be subject to the grievance procedures of this agreement.

ARTICLE IV UNION RIGHTS

Section 4.1 Rights of Union Officials

With supervisory permission, employees who are Chapter representatives, stewards, witnesses, or grievant(s) 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 (maximum of three (3) bargaining unit employees) 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. While not limited to the following, notices shall be such as: Chapter meetings, Chapter elections, recreational, social and educational programs. All posted notices shall be signed by an officer of the Chapter.

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

When negotiations have commenced under the provisions of this agreement, the Employer will permit two (2) on duty Officers 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 Officer 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, between no more than two (2) Chapter representatives and authorized administrative representatives of the Employer.

Such meetings may be requested by either party at least seven (7) days in advance by filing a written request to the other party for a "Labor/Management Conference" and providing the specific agenda topics for such conference. If mutually agreed upon, such conferences shall be limited to:

Discussion on the implementation and general administration of this Agreement sharing of general information of interest to both parties safety issues.

It is expressly understood and agreed that such conferences shall not include topics being currently processed under the grievance procedures. Such conferences shall not be interpreted to replace negotiations, or otherwise discuss topics, for the purpose of altering any or all of the terms of this Agreement.

Attendance at Labor/Management conferences shall be voluntary and shall not interfere with required duty time and attendance. If scheduled during duty time, attendance is permitted only upon prior approval by the Chief of Police or their designee. The Chief of Police or their designee shall solely determine their management representatives at these conferences.

ARTICLE VI DUES CHECK OFF AND FAIR SHARE

Section 6.1 Fair Share

In light of *Janus v. AFSCME*, fair share fees are no longer collected. So long as *Janus* remains binding authority, fair share fees will not be collected. However, should *Janus* be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

Section 6.2 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 officers 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 6.3 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 6.4 Direct Collection of Union Dues

The University Administration shall not be under any obligation to make any deductions for dues if any bargaining unit member's pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Chapter to collect dues for that period directly from the bargaining unit member.

Section 6.5 Fines/Penalties/Special Assessments

Nothing in this Article shall require the University Administration to deduct Chapter fines, penalties, or special assessments from the salary of any bargaining unit member. This Section shall not prohibit other deductions authorized by individual bargaining unit members.

Section 6.6 Remittance of Dues Deduction

Dues deducted will be remitted to Metropolitan Alliance of Police or Union official, as designated in writing by the Union.

Section 6.7 Notification of Change in Union Dues

Metropolitan Alliance of Police shall give written notice to the University Administration of any changes in its dues-amounts at least sixty (60) days prior to the effective date of any such change.

Section 6.8 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 by December 1, 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 recognized Holidays or designated Administrative Closure days, employees 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, Officers scheduled for an eight (8) hour shift will be compensated for eight (8) hours and Officers scheduled for a twelve (12) hour shift will be compensated for twelve (12) hours). Both parties acknowledge that these reductions will be solely determined by the department Chief of Police or designee based upon work force needs and the ability to fill affected positions. If it is determined that some requests for time off will be granted, these requests will be honored from Police Officers, on that shift, based on date of hire seniority in the Police Officer 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 and Chief Human Resources Officer 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.

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 twenty-four (24) hour period of time from 7:00 a.m. to and including 6:59 a.m. the following day.

Operations permitting, employees will be granted a paid meal period not to exceed thirty (30) minutes within their regularly scheduled shift. In accordance with University policy, the department will attempt to provide a fifteen (15) minute paid rest period during each four-hour (4) period of work.

Each year, the Chief of Police will present a shift schedule in April. The shift schedule shall remain in effect for the duration of the yearly bid period unless emergency circumstances require changes.

Reporting and quitting times for individual employees may be moved either way without affecting the defined workday. If the Employer wishes to modify reporting and quitting times, employees on the applicable shift will be allowed to select, by seniority within the Police Officer classification, from the proposed schedule(s).

Each shift shall normally be covered by at least one (1) supervisor, and one (1) or more Police Officers. Employees shall bid annually to a shift based on seniority within the Police Officer classification. All employees covered by this Agreement will only be allowed to bid in May of each calendar year, with the schedule to take effect on the first Monday of July. Yearly bid positions will be defined on the basis of seniority requirements, thereby equally distributing the overall experience level across all shifts.

The Employer reserves the right to determine the number of bid positions on each shift. The Employer shall notify the Chapter of all available bid positions. If requested by the Chapter, the Employer agrees to meet and discuss the availability of bid positions. Written bids will be honored if submitted prior to the bid date by providing such to the Operations Commander. The Employer shall bear no contractual obligation upon the failure to receive such written bids.

Probationary Officers 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 (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of the FLSA-dictated maximum for the regularly scheduled timeframe. The following sets forth an example of the FLSA maximum hours for each scheduled work period after which overtime shall be paid:

<u>Consecutive Day Work Period</u>	<u>Hours</u>
28 days	171
14 days	86
7 days	43

Paid benefit time will not count as hours worked in the calculation of overtime pay.

In certain instances, based upon operational needs, extra assignments shall be made by inverse seniority in the classification when an insufficient number of Officers volunteer for extra assignments or events. The Employer reserves the right to assign more senior Officers on an inverse seniority basis if the least senior employees are not receiving proper rest, if constant assignments are causing undue hardship, if specialized training/expertise is required, or if there is an experiential imbalance.

In the instance of undue hardship, it is the responsibility of the employee to notify the Employer of such undue hardship prior to the start of the extra assignment. The final determination of whether an undue hardship exists shall remain with the Employer and shall be evaluated on a case-by-case basis. Employees shall not usually be assigned involuntarily if that employee has been assigned involuntarily within the past three (3) day period.

Section 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. Except for training attended locally, travel time for over fifty (50) miles will count as time worked and will be paid based on the actual number of miles and the time it takes to reach the training site from the DeKalb campus or home location, whichever is shorter. Travel time will not apply to local training held in the DeKalb/Sycamore area. All training, including method of travel to and from the training, must be preapproved by the Chief of Police or designee. Probationary Police Officers shall not be compensated for travel time while traveling to and from the Police Academy.

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 Officer 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 Officer support for special events.

If the Employer determines that insufficient personnel are available to meet Officer 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 Officer classification.

Events defined in the section do not automatically compensate Officers 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.

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 Police Officer classification on the affected shift. If volunteers cannot be found to fill the vacancy, employees in the relevant classification on the affected shift will be ordered to work based on inverse seniority.

The parties agree that Police Officers may be required to fill Telecommunicator vacancies in emergency situations. In these instances, the Employer shall make every effort to relieve the Officer with appropriate personnel as soon as possible.

Temporary assignments are defined as short term work assignments apart from or in addition to an Officer's current assignment and that last less than six (6) months. Temporary assignments may include, but are not limited to Officers with temporary restrictions prohibiting the Officer from working their regularly assigned duties, assignments that require the knowledge, skills and abilities of a specific Officer 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 one hundred twenty (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 forty (40) cents-per hour. Effective 7-1-2022, the differential shall be one (1) dollar 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 an Officer's regularly scheduled shift will be paid at the applicable rate. The Employer shall provide for payment of applicable fees and directly-related occupational expenses for such required activities. When required to travel, the employer will provide transportation or pay mileage if the employee is required to use their own vehicle. This provision does not apply to routine return-to-work physicals.

ARTICLE 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 37511 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, Administrative Closings and Other Scheduled University Closures

Holidays, Administrative Closings, 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 Regulations. Recognized holidays normally shall be:

New Year's Day	January 1
Martin Luther King, Jr.	Observed Monday
Memorial Day	Observed Monday
Juneteenth	June 19
Independence Day	July 4
Labor Day	Observed Monday
Election Day	As determined by the University (General election years only)
Thanksgiving Day	Observed Thursday
Christmas Day	December 25
Five (5) Floating Holidays	As determined by the University

Subject to NIU Board of Trustees Regulations and the provisions of this Agreement, Officers 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: Officers regularly scheduled to work eight (8) hours each workday will be compensated for eight (8) hours, and Officers regularly scheduled to work twelve (12) hours each workday will be compensated for twelve (12) hours.) Officers 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.

Section 9.4 Weather Related Closures

In cases of weather-related closures the NIU Board of Trustees or Human Resource Services policy and pay provisions for weather-related closures shall apply.

ARTICLE X WAGES

Section 10.1 Salary Rates

Effective 07/01/2021, Current NIU Police Officers shall be compensated at the hourly rate of pay in accordance with the following schedule:

	Current	07/01/21
		3.00%
Entry	\$27.49	\$28.32
After 1	\$29.60	\$30.49
After 3	\$31.73	\$32.68
After 5	\$34.06	\$35.08
After 9	\$37.35	\$38.47

Effective 7/01/2022 through 7/01/2026, Officers shall be compensated at the hourly rate of pay in accordance with the following schedule:

	7/01/22	7/01/23	7/01/24	7/01/25	7/01/26
		2%	2%	3%	3%
Entry	\$31.00	\$31.62	\$32.25	\$33.22	\$34.22
After 2 yr step	\$34.00	\$34.68	\$35.37	\$36.43	\$37.53
After 5 yr step	\$40.53	\$41.34	\$42.17	\$43.43	\$44.74

The parties agree that former Police Officers, as of the date that the NIU Board of Trustees approves this successor agreement, are not eligible for retroactive pay.

From July 1, 2023 through June 30, 2027, 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 officers will receive only the additional prorated amount not both.

The parties acknowledge and agree that the new wage structure effective July 1, 2022, is in place of any addition percentage increase and/or campus wide adjustments for the fiscal year (7/01/2022 through 6/30/2023).

Parties agree that after July 1, 2022, the Chief of Police may, at his discretion, increase the start rate, but not to exceed the after two (2) year step. If there is an adjustment to the start rate, other bargaining unit members with less than two (2) years of service in the Police Officer classification will also receive the same increase.

Section 10.2 Salary Rates July 1, 2023, to June 20, 2027

For the period of July 1, 2023, to June 20, 2027, employees shall be granted the greater of the wage increases mentioned in section 10.1, or the University-wide wage increases but not both. The University-wide increases are the salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed to eligible employees on an 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.

Section 10.3 Educational Incentive

An educational incentive shall be paid to employees in the Officer 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, Officers will submit a written request to the Chief of Police prior to November 1st 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.

Officers 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 Officer classification shall receive an annual educational incentive stipend based upon the highest degree attained, as follows:

Bachelor's Degree:	\$1200
Graduate Degree:	\$1800

Section 10.4 Criminal Investigations Unit Incentive

Officers 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 officers may change based on management needs and that the Chief of Police has the discretion to determine the number of officers assigned, the duration of the assignment, and the duties while assigned to CIU. Officers assigned to the CIU may be referred to by the honorific title of "Detective". 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. Officers assigned to the CIU as a Detective shall receive an incentive of \$80.00 per month, beginning the first month of such service. Officers shall receive the monthly incentive pay under this Section 10.4 only if they are serving in a Detective role. If an officer moves out of the particular Detective role (either voluntarily or involuntarily) or if an officer's employment is separated for any reason, then the officer 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 10.5 Canine Program Incentive

Officers who are assigned to the canine program for the purpose of explosive detection 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 officers may change based on management needs and

that the Chief of Police has the discretion to determine the number of officers assigned, the duration of the assignment, and the duties while assigned to the canine program. Officers assigned to perform duties as a canine handler may be referred to by the honorific title of "Canine Officer". 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, and certification fees associated with this program shall be covered by the Employer. Officers assigned to the canine program shall receive an incentive of \$80.00 per month, beginning the first month of such service. Officers shall receive the monthly incentive pay under this Section 10.6 only if they are serving in a Canine Officer role. If an officer moves out of the particular Canine Officer role (either voluntarily or involuntarily) or if an officer's employment is separated for any reason, then the officer will receive a pro rata share of the monthly incentive pay based on their completed days of service in the Canine Officer Unit in that calendar month. Incentive payments under this Section will not be factored into the calculation of any overtime pay.

Officers assigned to the canine program must maintain the appropriate certifications and/or licensing and maintain the certifications and/or licensing in good standing. Certifications must be in accordance with national standards recognized by the Department. Canine Officers that fail to maintain the appropriate certifications may be removed from the program.

The Department shall, based on operational needs, make every reasonable effort to permit Canine Officers to train in order to maintain appropriate certifications and/or licensing.

The Employer shall be responsible for providing food and health care for the canine as needed. While in the active service of the NIUPD.

Section 10.6 Field Training Officers (FTO)

Effective 7/01/2022 Employees shall receive one (1) hour of compensation for each completed eight (8) hour shift, and one and one quarter (1.25) hours of compensation for each completed ten (10) or twelve (12) hour shift as a Field Training Officer, while training a recruit officer. This compensation may be taken as compensatory time at the FTO's discretion.

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 Metropolitan Alliance of Police 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 Officers with the uniform and equipment items listed herein. All Officers 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 Officers 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. Officers 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 Officer's duties must be promptly reported to the department and replaced at the Officer's expense.

The basic uniform and equipment of the Officer will consist of:

Trouser, all weather 4	Holster, sidearm, Level III 1
Shirt, summer, in color 4	Carrier, magazine, double 1
Shirt, winter, in color 3	Case, handcuff, double 1
Sweater, winter 1	Handcuffs, double lock with keys 1
Coat, winter, with zip-out liner 1	Baton, ASP, 21 inches 1
Raincoat, reversible, full-length 1	Holder, baton 1
Hat, police, dress with cover 1	Pepper spray, OC 1
Hat, baseball with police markings 1	Holder, pepper spray 1
Hat, stocking with police markings 1	Radio, police, with shoulder mic 1
Tie, clip on 3	Holster, radio 1
Nametags, 2	Clip, shoulder, radio 1
Badges, police, star 3	Holster, flashlight 1
Badges, hat 1	Pouch, gloves 1
Identification, police, with carrier 1	Carrier, vest, interior, with tails 1
Patches, shoulder, all shirts, sweaters, jackets as required	Carrier, vest, exterior 1
Firearm, pistol, sidearm, with 2 mags. 1	Mask, protective, CPR, micro-shield 1
Belt, Duty, with 4 keepers 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 ninety (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 Police Officer if such personal equipment is damaged or broken during the course of University duties if the Officer 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 \$30, if such personal equipment is damaged or broken during the course of University duties if the Officer is required to exert physical force or is attacked by another person.

Section 12.4 Squad Car

If an on-duty Officer feels that an assigned police vehicle or equipment is hazardous and unsafe to operate, the shift supervisor must be notified of the vehicle's or equipment's condition. If the shift supervisor concurs with the Officer's observation, the supervisor 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 provision herein. The grievant may be an employee, group of employees or the Union. Grievances filed 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, exclusive of holidays.

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:

Step 1: Within five (5) business days after the first occurrence, or within five (5) working days after the grievant becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievance shall be reduced to writing and presented to the immediate supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The immediate supervisor shall provide a written response within ten (10) working 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 or a designated representative 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 fifteen (15) business days. The Director of Employee and Labor Relations, or a designated representative, shall issue a written Step 3 response to the grievance within fifteen (15) 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, or a designated representative, 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. Matters related to the discharge or dismissal of an employee are not subject to arbitration. The arbitrators shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrators shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrators shall be without power, or make a decision, or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The arbitrators shall submit in writing their decision and award within 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 of an employee in accordance with the State Universities Civil Service System Statute and Rules or this Agreement. Disciplinary action or measures include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

Section 14.2 Representation

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative(s) of the Employer, and the employee holds a reasonable belief that the interview may result in disciplinary action against them, the employee shall have the right to be represented by the 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 seven (7) calendar 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 pursuant to the authority of the Illinois Revised Statutes. Personnel files include any official file kept by any Captain, Lieutenants, and Sergeants.

An employee feeling aggrieved over computation of pay may, with the consent of the Director or his designee (such consent will not be unreasonably withheld), be permitted to examine his or her own time sheets and compensating 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

All matters related to the maintenance of oral and written reprimands will be handled in accordance with Illinois State Laws (e.g., Illinois Personnel Record Review Act, SAFE-T Act, NIU Protocol for Personnel Files). Records of Oral and Written reprimands shall no longer be considered in the progressive discipline process after two (2) years have elapsed provided no further related discipline has been issued in that timeframe. Suspensions shall no longer be considered in the progressive discipline process after three (3) years has elapsed, provided no further related discipline has 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 or a termination, the employee may elect to appeal the recommended suspension 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 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 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

Informal Inquiries, Formal Investigations, or Interrogations (oral or written) of a Police Officer shall be in accordance with the provisions of Appendix B (Police Officer's Bill of Rights) of this Agreement 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 orally notified of their constitutional rights prior to any further interview as legally required.

Section 14.8 Probationary Employees

Pursuant to State Universities Civil Service System Statute and Rules, the Employer retains the sole right to discipline and dismiss probationary employees. The administration of discipline and dismissal during the probationary period is not subject to grievance and/or arbitration under this Agreement.

Section 14.9 Appeal Process for Suspensions/Discharge

Prior to imposing discipline involving a suspension of thirty (30) calendar days or a 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 of Police 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 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 Appendix A). 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 Officer by the Employer, at the time the Officer 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 of Police 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 Officers 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:

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.

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.

Using any illegal drug, or any drug not yet scheduled as a controlled substance, but which impairs an employee.

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 Officer who, 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, 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 two thousand dollars (\$2,000.00), 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).

Drug and Alcohol Testing Following an Officer Involved Shooting

1. Unless contradicted by this Agreement, employees shall be required to abide by the Employer's General Order regarding "Use of Force General Order 300," including the section requiring each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar State law.
2. For clarity, an employee "involved in" an "officer involved shooting" is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The provisions of the Collective Bargaining Agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of termination. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant.

Section 4 - Order to Submit to Testing

At the time an Officer 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.

Any drug or alcohol test required pursuant to 50 ILCS 727/1-25 shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action.

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 licensed pursuant the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA);
- 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;
- Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test result. No employee covered by the Agreement shall be permitted at any time to become a part of such chain of custody;
- Collect a sufficient sample of the same bodily fluid or material for the purpose of drug 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,
- 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;
- 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 result of the tests;

- 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;
- 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;
- 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;
- 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 Officer 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.

Section 10 – 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.

The University Police Department shall initiate action to dismiss an employee for:

- Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample;
- 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
- 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;
- 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 Officer 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 Officers 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 Officers 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:

- Applicable Federal and State laws as such laws may become amended from time to time;
- Rules of federal and State agencies which have the force and effect of law; as such may be amended from time to time;
- 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;
- Policies, procedures and provisions of employment as established by the Board of Trustees as such may be amended from time to time; not in conflict with the expressed provisions of this Agreement.

ARTICLE XVIII 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 Metropolitan Alliance of Police, 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, 2027. 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 Metropolitan Alliance of Police Chapter #291, in care of the Local Chapter President, at NIU Department of Police and Public Safety. Notices to renegotiate, as required and provide by Metropolitan Alliance of Police, shall be addressed to Northern Illinois University, Office of General Counsel, Altgeld Hall, Northern Illinois University, DeKalb, Illinois 60115-2854, Attn: Labor Relations. 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, Chapter #291, 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.

ON- AND OFF-CAMPUS UNARMED SECURITY PATROL

Summary: The Northern Illinois University Department of Police & Public Safety (NIU PD) and Housing and Residential Services are requesting permission to enter into an agreement for academic year 2022-2023 with Securitas Security Services USA, Inc. to increase the presence of highly visible, foot-patrol security guards for the NIU campus and in the immediate vicinity where many students live. This unarmed service will work closely with NIU PD to patrol the area and immediately report to NIU PD any issues or incidents. They will also assist Housing and Residential Services with access control. The university is requesting contractual authorization of up to \$750,000. Any consideration for renewal beyond May 14, 2023, will be determined at a later time.

Background: Request for Quote (RFQ) was sent directly to Securitas Security Services USA, Inc., on March 25, 2022, an Illinois Public Higher Education Cooperative (IPHEC) approved vendor Illinois License #123-000332; 122-000899. Quotes were received on May 27, 2022. The University is now seeking approval to finalize a contract for services.

Funding: Institutional Local Funds, Auxiliary Funds

Recommendation: The University recommends that the Board of Trustees approve the request of On- and Off-Campus Unarmed Security Patrol.

ENROLLMENT MANAGEMENT, MARKETING AND COMMUNICATIONS MOBILE MESSAGING

Summary: The Division of Enrollment Management, Marketing and Communications (EMMC) requests approval to establish an agreement with AdmitHub, doing business as Mainstay, for ongoing engagement, efficiency and strategic targeting with mobile messaging (Chatbot services) to prospective, admitted and enrolling students. The initial term shall be for FY23, with the university's option to renew for five, one-year terms, not to exceed \$339,800 through FY28.

Background: At the June 2017 meeting, the Board approved funding for a new mobile messaging contract to improve engagement with prospective and admitted students, with a specific focus on enrollment yield and preventing melt. This approval included an initial term in FY18 with the university's option to renew for four, one-year terms. After a successful RFP for Conversational Artificial Intelligence (Chatbot) Mobile Messaging Services, a contract was awarded in November 2018. After one year of service with the selected vendor, the product was deemed unsatisfactory, and NIU did not renew the remaining years of that contract.

EMMC, in search of a replacement vendor without service interruption, entered a small purchase contract with a unique vendor (AdmitHub) in March 2021 through June 30, 2022, in the amount of \$74,400. This vendor proved to be much more cost effective and is providing quality service to NIU. As a result, EMMC has initiated a sole source request. The quoted amount of \$339,800 includes the annual fee for services and the option for necessary support services.

Funding: Institutional funds - not to exceed \$339,800

Recommendation: The University recommends that the Board of Trustees approve the request to establish an agreement with AdmitHub doing business as Mainstay.

**REVISION - RECOMMENDATIONS FOR FACULTY TENURE AND/OR
PROMOTION EFFECTIVE 2022-2023**

NAME

COLLEGE/DEPARTMENT/SCHOOL

Promotion from Clinical Assistant Professor to Clinical Associate Professor

(For Informational Purposes Only)

Danica Billingsly	Allied Health and Communicative Disorders
Mariah Cheyney	Allied Health and Communicative Disorders

Promotion from Associate Professor to Professor

Ann Dzurainin	Accountancy
Wayne Finley	University Libraries
Ibis Gomez-Vega	English
Steven Howell	Kinesiology & Physical Education
Jesse Johnson	Special & Early Education
Elizabeth Kahn	English
Vijaykumar Krishnan Palghat	Marketing
Katrina Mantzke	Accountancy
James Ressler	Kinesiology & Physical Education
Karen Samonds	Biological Sciences
Shane Sharp	Sociology
Tomoyuki Shibata	Health Studies
Stephen Tonks	Leadership, Educational Psychology & Foundations
Linda Yasui	Biological Sciences

Tenure and Promotion from Assistant Professor to Associate Professor

Natalie Andzik	Special & Early Education
Bobby Broom	Music
Sachit Butail	Mechanical Engineering
Benjamin Creed	Leadership, Educational Psychology & Foundations
Stephanie DeSpain	Special & Early Education
Christopher Goodman	Public Administration
Xiaodan Hu	Counseling & Higher Education
Jaejin Hwang	Industrial & Systems Engineering
Kishen Iyengar	Operations Management & Information Systems
Anna Klis	Economics
Tao Li	Chemistry & Biochemistry
Cristan Sabio	Nursing
Emerson Sebastiao	Kinesiology & Physical Education
Matthew Short	University Libraries
Kara Styck	Psychology
Kanjana Thepboriruk	World Languages & Culture
Ches Thurber	Political Science
Craig Warmke	Philosophy
Yao Zheng	Finance

Tenure Only at the Rank of Associate Professor

Courtney Hughes
Thomas Skuzinski

Health Studies
Public Administration

Hired at the Rank of Associate Professor with Tenure

Michael Manderino
Ryan Shepherd (added 5/19/22)

Curriculum and Instruction
English

Recommendation: The University recommends that the Board of Trustees approve the request for revisions for recommendations for faculty tenure and/or promotion effective 2022-2023.

FISCAL YEAR 2023 UNIVERSITY INTERNAL BUDGET

Background: Annually, the University seeks the Board’s approval of the internal budget for the next fiscal year. Consistent with the preliminary budget summary presented to the Finance, Audit, Compliance, Facilities and Operations Committee in May, this FY23 internal budget request incorporates an initial strategy to provide a structural budget view and net structural revenue target for the three-year period that concludes June 30, 2025.

Information: A structural budget represents recurring, or on-going revenues and recurring, or on-going expenses. It intentionally removes one-time or short-term revenues and expenses to provide the Board and administration with enhanced information about the long-term fiscal sustainability of the University. Below are several examples of structural revenues and expenses, presented alongside non-structural revenue and expense examples:

STRUCTURAL	NON-STRUCTURAL
<hr/> <i>Revenues/Sources</i> <hr/>	
Tuition & Fees	Pandemic Relief Funding
Pell Grant Support	Special Project Funding from State
Ticket Sales	Sale of a Major Asset
<hr/> <i>Expenses/Uses</i> <hr/>	
Delivery of Academic Instruction	Large Capital Improvement Projects
Institutional Aid	Temporary COVID Testing Protocols
Utilities	Teams Voice Implementation Costs

A large proportion of the proposed FY23 expense budget is structural in nature, as financial pressures originating from unusual external events, including the State of Illinois budget impasse of 2015-2017 and the more recent COVID-19 pandemic, have forced focus on sustaining the core operations and programming of the institution. While recent increases in State of Illinois appropriations assist in reducing NIU’s significant structural deficit, FY23 and the coming three-year period are especially critical in establishing financial equilibrium because of these recent and impactful state and global events. In the current and recent fiscal years, non-structural revenues, including pandemic relief funds were used to stabilize the operating budget; however, realization of long-term, recurring revenue sources or adjustments to the structural expenses of the University will be necessary in the coming years to establish an enduring fiscal sustainability for NIU. Such revenues may be acquired through partnership with the State of Illinois, through investments in programming and operations that generate a positive financial return, or through serving a larger student body, for example. On the expense side, examples of structural expense reductions include the identification of economies of scale, streamlined service delivery, prioritization of existing programming and services, or new strategic partnerships.

As a first step towards such a structural, multi-year budget approach, a FY23 operating budget is presented today for the Board’s consideration. FY23 is intended as a developmental year for this evolution in budget approach. Specifically, the elements of the current University revenue and expense budgets that are structural in nature, versus non-structural, will be identified. Short- and

mid-term revenue and expense projection models will be developed and utilized to create a multi-year planning scenario that supports strategic decision-making. Through collaborative development of multi-year budgeting the use of unexpended but encumbered funds will be explored. This work will culminate in proposed financial goals for future fiscal years, with a focus on the FY24 through FY25 time period. These goals may include:

	Actions:	Financial Goal:
FY23	<ul style="list-style-type: none"> • Inventory structural elements of NIU budget; <ul style="list-style-type: none"> • Quantify structural budget deficit; • Establish short- and mid-term projection models; • Propose financial goals for FY24 and FY25. 	Meet or improve upon adopted FY23 budget.
FY24	<ul style="list-style-type: none"> • Evolve technical budget development process to support multi-year budget planning; • Evolve data systems and budget reports to promote multi-year budget planning. 	Reduce structural budget deficit by 50% through revenue growth and expense reduction.
FY25	<ul style="list-style-type: none"> • Refine technical multi-year budget development process; • Refine multi-year budget reports. 	Eliminate structural budget deficit through revenue growth and expense reduction.

The FY23 recommended internal budget presented for Board consideration includes \$421.4M in expenses against \$411.4M in anticipated revenues, including State appropriation of \$92.2M. One-time revenues from pandemic relief funds are expected to wane in FY23, however, spending associated with these current and prior year revenues may continue into FY23 and are not incorporated into this preliminary budget.

Consistent with our enrollment targets in the University goals as presented to the Board of Trustees on March 24, 2022, Tuition & Student Fee revenue is expected to decline by approximately 3% compared to FY22, corresponding to a projected decrease in billable student credit hours. This scenario is not unique to NIU as institutions face uncertain enrollment in the wake of the COVID-19 pandemic.

Expense projections captured in this preliminary budget are based on known rates for items like debt service and represent the aggregate FY23 expense budget capacities of all University divisions and budgeted funds. These requests were guided by the following assumptions and parameters:

- Personnel adjustments including support of an increment to staff and faculty.
- Planned commitments maintained for financial aid and scholarships for students, including AIM High.
- Revised debt service schedules reflecting the results of both the 2020 AFS bond refinancing and the 2021 AFS bond refinancing.
- Continued support for appropriate COVID-19 testing, mitigation, and research activities.
- Resources to support mission-oriented infrastructure investments.

While the total expense budget capacity of the university is currently known, specific budget plans are under development within the divisions and local units. These divisional and collegiate spending plans will be recorded according to established process, with an expected completion date of mid-July. Because these specific plans are pending, the following table represents a categorical budget based on recent NIU expense history.

An updated table that reflects categorical expense budgets will be provided with the first quarter financial summary document at the November 2022 Finance, Audit, Compliance, Facilities and Operations Committee (FACFO), at which time there may be shifting expectations across individual expense categories. Consistent with current practice, the university will continue to present quarterly budget updates to FACFO throughout FY23 noting budget performance, summarizing variances, and providing year-to-date forecasts. By that time, we will present more detailed information on non-structural revenues and expenses. Additionally, progress reports will be provided regarding the transition to a structural, multi-year budget approach.

Revenues

- 1. Tuition and Student Fees:** All tuition, including differential tuition, course and materials fees, athletics fees, bus fees, and health service fees.
- 2. Gifts, Grants, and Contracts:** Includes on-campus scholarships, research grants and associated indirect cost pools, Pell Grants, and sub-contract fees for research.
- 3. Other Fees and Fines:** Includes parking fees, residential living-learning community fees, parking fines, and transcript and commencement fees.
- 4. Sales:** Includes board plan and retail food sales, concessions sales, advertising/sponsorship, sales of services to off-campus entities (including, but not limited to catering, childcare, and conference services).
- 5. Rental and Room Income:** Includes room fees for residential students, rental of on-campus and off-campus meeting and conference space, hotel revenues, and Northern View apartment revenues.
- 6. Gate Receipts and Commissions:** Includes athletic ticket sales, performing arts ticket sales, commissions, and concert/event revenues from the Convocation Center.
- 7. Miscellaneous and Investment Income:** Includes athletics' game guarantees, NIU share of conference tournament revenues, rental of facilities, and interest income from investments, gains and losses on disposals of fixed assets, and year-end transfers to mandated reserves in the auxiliary facilities system.
- 8. State of Illinois:** Represents the annual state appropriation to public universities.

Expenses

- 1. Cost of Sales:** Includes the cost of all items purchased for resale on campus such as food for dining units, parts and supplies to be charged out through the campus work order system, as well as paper for pay-to-print copiers and printers.
- 2. Personnel Services:** Includes all salaries paid to faculty, supportive professional staff, civil service, graduate assistants, extra help, and student employees. Also includes required payments for Medicare and employee health insurance.
- 3. Contractual Services:** Includes annual software support, subscriptions, conference registrations, non-employee travel reimbursements, service contracts, repairs and maintenance, grounds, building service work charges, speaking fees, and other arrangements with outside contractors to perform services for the University.
- 4. Commodities:** Includes purchased items of a low cost that typically are consumed in a single year. Examples include paper for printing, lab supplies, napkins, and cleaning supplies.

5. **Travel:** Includes airfare, hotel rooms, mileage, meals (all up to limits set by the state and the University), and ancillary expenses for employees to travel to-and-from campus on official University business.
6. **Automotive:** Includes the cost to rent cars, vans, and busses from the University transportation department.
7. **Scholarships:** Includes scholarships awarded, including Pell Grant funds disbursed (which, when netted against Pell Grant funds received, results in zero effect on the University's cash position).
8. **Telecommunications:** Includes the cost of providing phone, internet, and other digital services to the University.
9. **Equipment and Library Books:** Includes the cost of all items over \$100 with an estimated useful life of two years or more, as well as library books, journal subscriptions, manuscripts, films, music, and video materials.
10. **Capital Repairs:** Includes the cost of centralized capital repair activities.
11. **Debt Service:** Includes debt service payment on bonds, certificates of participation, and performance contracts.
12. **Miscellaneous Expense:** Includes refunds issued for on-campus external programming, deposit refunds, and other expenses not classified elsewhere.

FY23 INTERNAL BUDGET SUMMARY BY LINE ITEM (\$ in Thousands)						
	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Projected	FY23 Proposed Budget	Variance FY23 - FY22
SOURCES OF OPERATING REVENUE						
Tuition & Student Fees	\$ 172,481	\$ 166,713	\$ 168,548	\$ 165,634	\$ 160,450	\$ (5,184)
Gifts, Grants, & Contracts	57,580	64,953	82,975	81,231	66,283	\$ (14,949)
Other Fees and Fines	8,009	6,246	3,310	4,748	4,866	\$ 118
Sales	32,218	26,572	17,432	27,020	37,686	\$ 10,666
Rental & Room Income	31,198	25,220	18,354	34,695	33,966	\$ (729)
Gate Receipts & Commissions	4,392	3,145	205	2,066	4,017	\$ 1,952
Miscellaneous & Investment Income	19,336	22,068	11,893	10,917	11,932	\$ 1,014
State of Illinois	83,647	87,825	87,824	92,195	92,195	\$ -
TOTAL, OPERATING REVENUES	\$ 408,861	\$ 402,742	\$ 390,540	\$ 418,507	\$ 411,395	\$ (7,111)
OPERATING EXPENSES BY LINE ITEM						
Cost of Sales	\$ 5,012	\$ 4,447	\$ 2,476	\$ 3,161	\$ 4,095	\$ 934
Personnel Services	217,088	227,218	214,245	220,223	238,407	\$ 18,184
Contractual Services	83,134	78,914	70,033	75,196	83,363	\$ 8,166
Commodities	6,251	4,874	3,976	5,218	5,512	\$ 295
Travel	4,622	3,540	967	2,778	3,230	\$ 452
Automotive	1,220	1,048	660	971	1,058	\$ 86
Scholarships	51,179	58,447	65,455	80,228	57,345	\$ (22,883)
Telecommunications	623	255	513	486	509	\$ 23
Equipment & Library Books	8,095	6,842	7,961	9,052	8,668	\$ (384)
Capital Repairs	1,347	1,779	712	1,304	1,395	\$ 91
Debt Service	25,788	28,091	24,458	16,926	17,812	\$ 886
Miscellaneous Expenses	3,861	2,539	10	2	-	\$ (2)
TOTAL, OPERATING EXPENSES	\$ 408,218	\$ 417,994	\$ 391,466	\$ 415,546	\$ 421,394	\$ 5,848
NET INCOME/(LOSS)	\$ 644	\$ (15,252)	\$ (926)	\$ 2,961	\$ (10,000)	\$ (12,961)

Note: FY22 projected actuals updated through March 31, 2022, as presented in the Q3 Financial Summary.

Note: For FY19 "Capital Repairs", "Debt Service", and "Misc. Expenses" were grouped into a single expense category. FY19 numbers in this table are disaggregated to match the current menu of categories.

Recommendation: The University recommends that the Board of Trustees approve the Fiscal Year 2023 University Internal Budget and endorse the proposed plan to transition to a structural, multi-year budget framework.

Agenda Item 8.c.10.
June 16, 2022

Information

DRIVING IMPACT THROUGH ENGAGEMENT

Chief Engagement Officer and Senior Associate Vice President Division of Outreach, Engagement and Regional Development Dr. Rena Cotsones will provide a verbal report.

Agenda Item 8.c.11.
June 16, 2022

Information

COLLEGE OF BUSINESS OVERVIEW

Dean Balaji Rajagopalan will present an overview of the College of Business.

Agenda Item 9.a.
June 16, 2022

Action

**FISCAL YEAR 2023 ELECTION OF BOARD OFFICERS AND CIVIL SERVICE
MERIT BOARD REPRESENTATIVE**

The Board of Trustees will hold its election of officers for Fiscal Year 2023. The results will be tallied and announced by Board Parliamentarian and General Counsel Bryan Perry.

**RESOLUTION HONORING STUDENT TRUSTEE JACOB SOMMER FOR
DISTINGUISHED SERVICE TO THE NORTHERN ILLINOIS UNIVERSITY
BOARD OF TRUSTEES**

WHEREAS, Jacob Sommer has faithfully served as a student member of the Northern Illinois University Board of Trustees from July 1, 2021, through June 30, 2022; and

WHEREAS, prior to his appointment as Student Trustee, Jacob Sommer served as the Director of Academic Affairs in the NIU Student Government Association; and, in that role, worked on the SGA townhall to learn about the concerns of students, assisted with Cultural Week, and worked to improve university's support for students experiencing the multifaceted impacts of COVID-19; and

WHEREAS, as a member of the Board of Trustees, Jacob Sommer contributed valuable insight and information regarding the student perspective, serving as a member of the Academic Affairs, Student Affairs and Personnel Committee; the Finance, Audit, Compliance, Facilities and Operations Committee; and the Research and Innovation, Legal and Legislative Affairs Committee; and

WHEREAS, Jacob Sommer served in the role of Student Trustee during the global coronavirus pandemic, an exigency that required urgent and unprecedented institutional planning and the facilitation of such activity remotely – a unique and challenging situation for campus leadership and university governance; and

WHEREAS, Jacob Sommer is also a proud member of the Phi Sigma Kappa fraternity and served that organization as Scholarship Chair, Recruitment Chair, and Vice President, and sought to advance Greek life at NIU through these and other leadership endeavors; and

WHEREAS, during time as Student Trustee, Jacob Sommer pursued a Bachelor of Science in Mechatronics Engineering and participated in NIU's Formula SAE; and

WHEREAS, we, as his colleagues on the Board of Trustees, want to express our appreciation for Jacob's service to the NIU students and community and wish him continued success in his undergraduate studies and professional career.

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of Northern Illinois University in formal meeting herein assembled extends its grateful appreciation to Jacob Sommer for his distinguished service to Northern Illinois University.

BE IT FURTHER RESOLVED that this Resolution be presented to Jacob Sommer and a copy of this document be placed in the official files of the Board of Trustees as part of the permanent record of the University and the great State of Illinois and as a lasting tribute to the accomplishments of Jacob Sommer.

Adopted in a meeting assembled this 16th day of June, 2022.

**Board of Trustees of
Northern Illinois University**

Eric Wasowicz
Board Chair

Montel M. Gayles
Board Secretary



BOARD OF TRUSTEES BYLAWS PERIODIC REVIEW

Article X of the Board of Trustees *Bylaws* provides, in part:

The Bylaws shall be reviewed periodically as determined by the Chair or a majority of the Board. Such review, however, shall take place at a minimum of once every three years, and may be assigned by the Chair to a standing committee, ad hoc committee or a Committee of the Whole.

In furtherance of these provisions, Chair Eric Wasowicz asked the Office of General Counsel to conduct an initial, comprehensive review of the Board *Bylaws*, in conjunction with the Board *Regulations* and other governing documents of the Board.

Some of the goals of this review were to, where possible: (1) align the *Bylaws* with the University's Style Guide, (2) update grammar and composition; (3) modernize the language of the *Bylaws*; and (4) remove duplicative or unnecessary provisions. To this end, the Office of General Counsel hired a dedicated Second-Year law student, Samantha Malone, who has experience in legal research and writing, as well as a background in journalism and editing, to work on this project. During this review, the Office of General Counsel also consulted with Trustees Rita Athas and John Butler on potential substantive changes to propose to the Board for review and consideration.

Attached is a proposal of suggested changes and updates to the Board *Bylaws* from the Office of General Counsel. Redline versions of the proposed changes will be made available to any Trustee upon request, in order to track proposed changes. Per the current version of the *Bylaws*, the Chair may assign the responsibility of considering this proposal to a standing committee, an ad hoc committee, or a Committee of the Whole of the Board. Based on the work performed to date, it is anticipated that updates to the Board *Regulations* will be considered by the Board in the future, in order to align with any final updates to the *Bylaws* that are approved by the Board, and to similarly modernize the Board *Regulations*.

Recommendation: Per the Board of Trustees *Bylaws*, it is recommended that the Board approve the periodic review of the *Bylaws* as presented, and that the Board Chair assign the review to an appropriate standing committee, ad hoc committee, or a Committee of the Whole. Since the Research, and Innovation, Legal and Legislative Affairs Committee (RILLA) (1) has a membership that constitutes the full Board, and (2) already provides advice and counsel to the full Board on legal affairs, as well as changing statutory or policy regulations at the state and federal levels that impact University interests, it is an appropriate standing committee to conduct this review, at the assignment of the Board Chair.

The following is a list of proposed changes to the Board of Trustee Bylaws.

***PHASE ONE: Grammar and Non-Substantive Changes**

- The entire document has been edited and updated to be consistent with the NIU Style Guide and proper grammar format.
- Some changes reflect omitting redundancies and contradictions for a more concise document.
- All citations to Public Acts have been changed to the common names of the acts for ease of reading.
- Where necessary, language has been updated to remain consistent with the current NIU Law, [110 ILCS 685/ Northern Illinois University Law. \(ilga.gov\)](https://www.ilga.gov/legislation/ilcs/ilcs6.htm).
 - See Article V.1, Article V.5
- Provisions concerning the Open Meetings Act have been updated to reflect current legislation.
 - See Article II.2, Article II.4

***PHASE TWO: Substantive Changes**

- Edits have been made to reflect the actual practices of the board.
- Removal from the Board has been clarified and expanded upon in Article II.7. This decision reflects research into comparable universities, their policies and background with the subject, as well as current law.
- Amendments previously adopted by the board but not reflected in the bylaws have been added to reflect the most updated version of the bylaws.
 - See Article II.7
- Articles pertaining to the Executive Committee have been primarily unchanged, with the exception of some duties the committee has not historically performed having been struck. Other provisions were discussed and researched at length, revealing that comparable universities make similar use of their Executive Committees, and, while their membership sizes may vary, given the history of change in membership in these bylaws, the decision was made to keep these provisions as they are.

*Redlined drafts of either grammar changes or substantive changes can be provided upon request.

Board of Trustees Bylaws

Article I. Introduction

Section 1. General Statement

In accordance with the Northern Illinois University Law and related legislation, the State of Illinois charges the Board of Trustees of Northern Illinois University with the responsibility to operate, manage, control and maintain Northern Illinois University and assigns broad authority to the board for discharging this responsibility. The Board of Trustees and Northern Illinois University shall operate in accordance with the laws of the State of Illinois and the United States, these bylaws and the duly approved policies established by the board. If inconsistencies arise, the most current applicable laws shall control the actions of the board and the university. Northern Illinois University shall be referred to in this document and other governance and administrative documents as either “Northern Illinois University,” “university,” or “NIU.”

Section 2. General Concepts of the Bylaws

The Board of Trustees herewith establishes bylaws intended to encourage efficiency and facilitate its business. The board is the final institutional authority; therefore, board bylaws, legislation, policies and regulations have precedence over the constitution, legislation and policies of the university. The board's focus is one of oversight and policy determination. The board delegates the conduct of administration and management to the president. It entrusts the conduct of teaching and research through the president to the university faculty. It encourages significant student participation in decision-making processes within the limits of attainable effectiveness.

Article II. Board Operating Procedures

Section 1. General

The Board of Trustees is a public body with statewide jurisdiction that shall execute its responsibilities in conformity with the Northern Illinois University Law, the Open Meetings Act, and all other applicable law.

Section 2. Quorum Matters

Unless otherwise provided by law, the physical presence of five members of the board shall constitute a quorum. In cases of statewide emergency during which the physical presence of members is impractical, the board shall comply with the Illinois Open Meetings Act, as amended. For committee meetings of the board, a majority of the members of the committee shall constitute quorum. A quorum of the board or committee must be physically present at the location of the meeting or at simultaneously held videoconferencing at a publicly owned or leased Illinois location given public notice and public access..

The requirement that a quorum be physically present shall not apply to committees without authority to make binding recommendations or determinations or to take any other substantive action.

Special Attendance Circumstances: If a quorum of the board or specially empowered committee is physically present, a majority vote from that body may allow a member to attend the meeting by video or audio conference if the member is prevented from physically attending because of: (i) personal illness or disability; (ii) employment purposes or the business of the public body; (iii) a family or other emergency; or (iv) other reasons permitted by applicable law. If a member wishes to attend a meeting by such means, they must notify the meeting's recording secretary or parliamentarian before the meeting, unless advance notice is impractical. A majority of the board or committee may allow a member to attend a meeting by other means only in accordance with this provision of the bylaws.

In a closed meeting without limitation, quorum may be established by physical presence, audio or video conferencing.

The voting eligibility status of the student member shall depend on applicable law. The student member shall not be considered a member for the purpose of determining quorum when they are not entitled to vote on a measure under the law. The student member shall have all privileges of membership, including the right to make and second motions, to attend executive sessions, and to vote on all board matters except those involving faculty tenure or faculty promotion.

The board chair or committee chair may appoint any physically present board member as a temporary member of a committee for the purpose of measuring quorum. In the absence of a quorum, a smaller number of board members may meet and informally discuss business; however, any proposed actions cannot become final until formally approved or ratified at a meeting in which a quorum exists.

Section 3. Rules of Order

Insofar as it is consistent with these bylaws and applicable statutes, the current edition of Robert's Rules of Order shall guide the consideration of all business and debate in meetings of the board and its committees.

Section 4. Appearances Before the Board

A. Consistent with applicable law, the board shall provide an opportunity for members of the public to address the board at each regular or special meeting of the board or its committees. The opportunity for public comment shall be on the approved agenda of the meeting.

C. For presentations intending to last more than five minutes and use communication means beyond verbal communication, individuals must complete a board-provided request form and provide the completed form to the president or their designee at least 24 hours prior to the scheduled start of the board meeting. Such requests shall be forwarded to the board liaison and the board's recording secretary but do not guarantee any specifically allotted amount of time.

D. Members of the public who wish to address the board must register on a board-provided request form which must be completed and provided to the board's recording secretary before the scheduled start of the meeting. To be recognized, the appearance request must include the name of the individual wishing to speak.

E. The chair of the meeting will recognize duly registered individuals at the appropriate point during the meeting. The meeting chair has discretion to set reasonable time, place and manner constraints on any appearance before the board in order to maintain decorum at the public meeting, assure that such meetings are efficiently conducted, or when it is otherwise necessary to further a significant university interest. All appearances before the board must be relevant to the business and operations of the university or pertain to matters within the board's jurisdiction. Unduly repetitive comments may be restricted by the meeting chair. Appearances that are not relevant or are unduly repetitive will be ceased, so as not to inappropriately disrupt the business and operations of the board.

F. While requesters who properly register to appear before the board will be provided a reasonable opportunity to address the board, as required by law, they are not guaranteed any specifically allotted amount of time or any means of communication beyond verbal communication. The time references mentioned in this section are for informational and planning purposes only. When feasible, the meeting chair will provide at least five minutes for each requester to address the board. However, the scheduling of appearances in relation to the meeting agenda, the number of requests and other relevant university interests is at the discretion of the meeting chair, who may defer presenters when appropriate.

G. All participants in board meetings should cooperate with the meeting chair and show due respect to other meeting participants. Meeting participants should adhere to Robert's Rules of Order and all

applicable board protocols. A copy of these bylaws and any other board protocols, if applicable, will be reasonably available from the board's recording secretary upon request.

Section 5. Minutes and Proceedings

The recording secretary of the board or designee shall be responsible for recording and preparing the meeting minutes of the board and its committees. Such minutes shall provide a reasonably detailed record of the meeting but shall not be verbatim, except a verbatim record of closed meetings in the form of an audio or video recording which shall be made and maintained until destroyed, according to applicable law. Minutes shall include but need not be limited to: (1) the date, time and place of the meeting; (2) the members of the board recorded as either present or absent and whether the members were physically present or present by means of video or audio conference; and (3) a summary of any discussions on all matters proposed, deliberated or decided and a record of any votes taken.

Once approved, the minutes shall become the official corporate record of board meetings. Minutes of open meetings shall be available for public inspection and posted on the board's website within seven days of the approval of such minutes by the board or its committees. Minutes shall remain posted on the website for at least 60 days after their initial posting.

The president is authorized to make appropriate releases of information regarding board actions or proposed actions prior to the approval of board minutes.

Section 6. Accreditation

The board acknowledges and authorizes the university's affiliation with the Higher Learning Commission. The Higher Learning Commission shall serve as the exclusive accrediting entity of the university as a whole. Nothing in this provision shall affect individual components of the university from affiliating with and being accredited by other accrediting entities.

Section 7. Removal from the Board and Replacement of Student Trustee

Pursuant to the Illinois Governmental Ethics Act, once a trustee's appointed term has expired, the member shall not continue in office longer than 60 calendar days after the expiration of that term of office.

With a vote of six voting members, the board may recommend the removal of any of its members to the governor. Causes justifying recommendation for removal include but are not limited to neglect or abandonment of duty and failure to attend three or more consecutive regular board meetings without cause. A motion to recommend removal of a member can only be made at a regular or special meeting of the board and must be preceded by the conveyance of notice to each board member, including the member subject to the removal vote, prior to the meeting. Such notice shall clearly set forth the proposed action.

Failure to maintain residency constitutes resignation from the board and is grounds for removal by operation of law.

Should the student member of the board fail to maintain residency, minimum grade point average or enrollment requirements established by the Northern Illinois University Law, their membership on the board shall have terminated by operation of law. If a student trustee should fail to meet the requirements for service as a trustee (as outlined in the NIU Law or NIU Board Regulations), voluntarily resign or otherwise become incapacitated from serving, the president of the NIU Student Government Association, with the advice and consent of the Student Government Association Senate, shall appoint an eligible student to serve for the remainder of the term. Such student shall have all the rights, responsibilities, privileges and obligations as any other members of the board, subject to any statutory limitations.

Article III. Meetings

Section 1. Regular Session Meetings

A. The board shall convene in regular session at least once each quarter on the DeKalb, Illinois campus of NIU or any other university-owned property in Illinois. Additional regular session meetings may be scheduled by the board.

B. Written notice of all regular meetings and of the proposed agenda shall be given to each member of the board by the president, preferably at least 10 days prior to the meeting.

C. The President's Report and other meeting materials shall be distributed on a timely basis to board members, campus officers and other interested parties at the president's discretion.

Section 2. Special Meetings

Special meetings of the board may be called by the board chair, the vice chair if there is a vacancy in the office of board chair, or by any three voting members of the board.

Section 3. Closed Meetings

The board may hold closed meetings in accordance with the Illinois Open Meetings Act. Closed meetings will be held upon a majority vote, taken by roll call, of a quorum present at an open meeting for which notice has been given, with a citation to the specific exemption provided. The roll call shall be publicly disclosed at the time of the vote and recorded in the meeting minutes.

Minutes of closed meetings will be kept by the recording secretary of the board or designee and will be available for inspection only after the board determines, by periodic assessment, that confidentiality of such minutes is no longer required.

Article IV. Officers and Other Leadership Positions of the Board of Trustees

Section 1. Elected Officers and Terms of Office

The officers of the board shall consist of a board chair, vice chair and secretary. . The board chair, vice chair and secretary shall be elected annually; however, as long as they continue to serve as a member of the board, they shall retain their office until a successor is elected. In addition to the officers of the board, the board shall elect a board delegate to the State Universities Civil Service Merit Board.

The chair is authorized to fill vacancies that may arise in any of the elected offices by appointment. Such appointment shall be for the remainder of the term of the particular office. When there is a vacancy in the position of board chair, the vice chair automatically becomes the chair for the remainder of the term and shall have all the chair powers, duties and responsibilities as prescribed by these bylaws. Such action is not subject to review or challenge. The positions of board chair, vice chair and secretary may be held by the same board member for no more than two consecutive terms.

Section 2. Appointed Officers, Fiduciary Roles and Terms of Office

The appointed officers of the board shall consist of a treasurer, assistant secretary/assistant treasurer, second assistant secretary and general counsel/parliamentarian. The appointed officers shall be university staff members appointed by the board on the recommendation of the president to serve as ex-officio corporate officers and not as members of the board. These officers shall have a fiduciary duty to faithfully discharge their responsibilities to the Board of Trustees. Where the board determines it is necessary or appropriate, the appointed officers may be directed to serve the Board of Trustees in special roles and may have occasional responsibilities or duties that relate exclusively to the Board of Trustees and are separate from their roles and reporting relationships as employees of the university.

Once appointed, these officers shall hold office until removal, resignation or termination of employment with the university.

Section 3. Removal from Office

Any elected or appointed officer may be removed from office by operation of law or a vote of six of the voting members of the board. A motion to remove an officer can only be made at a regular or special meeting of the board and must be preceded by the conveyance of notice to each board member, and to the officer, 10 days prior to the meeting.

Section 4. Other Board Leadership Positions

In addition to the above officers, other board leadership positions shall be: the elected delegate to the State Universities Civil Service Merit Board, appointed chairs of the board standing committees, and appointed representatives to various public and private entities, as needed. The chair is authorized to appoint, after consultation with members of the board, the committee chairs and members of each of the standing committees of the board, any Ad Hoc Committees of the board, or the chair of a Committee of the Whole of the board. Such appointments shall be for the remainder of the term of the particular committee or as prescribed by the chair. When there is a vacancy in the position of committee chair, or a committee member is absent or has vacated their committee position, the board chair may appoint a replacement to automatically assume the position with all the powers, duties and responsibilities as prescribed by these bylaws.

Section 5. Election of Officers

The board shall elect officers and other elected positions at the meeting preceding July 1 of each year. A super majority vote is needed to postpone the election for established good reason to either the next regularly scheduled meeting after July 1 or a special meeting prior to the next regularly scheduled meeting of the board.

The board shall conduct its election of chair and secretary by secret ballot. Ballots submitted for all other executive officer positions shall not be secret. The recording secretary, in conjunction with the General Counsel, shall tally the results of each election attempt, advise the chair and board of the results, and maintain the ballots as required by law or board rule.

A. Procedure

1. The chair shall provide an opportunity for members to make public expressions of interest, vision or acknowledgement of willingness to serve as an elected officer. The General Counsel shall, for each office, provide ballots listing all eligible members for that office.
2. The votes of a majority of the board shall be required to be elected, even if fewer than all eligible board members choose to vote. In an existing or impending emergency which prevents the votes of a majority of the fixed membership from being achieved due to vacancies, a board chair pro tem and secretary pro tem may be elected under a simple majority of the present and voting membership.³ If a vote of a majority of the board is not achieved by one member for the office in the first balloting, a second balloting of all eligible members for that office shall occur. The same process shall occur if the necessary majority is not achieved by one member for the office in the second balloting. At no time during such successive ballots shall the General Counsel indicate the number of votes achieved by any member, except if a majority of votes cast is achieved by one member. If no member achieves the necessary majority during the third balloting, only the names of the two members who received the most votes shall be on the succeeding final ballot. A tie in the number of votes achieved may result in more than two members remaining eligible on the final ballot. If at the conclusion of the final round of voting no member achieves a majority vote of the full board, the board chair shall declare the election at an impasse. In the event of an

impasse, expressions of interest, vision and willingness to serve are reopened and the next election will be conducted at the next regular or special meeting.

5. Board members shall be entitled to vote by written absentee ballot for good reason with written notification given to the board chair, vice chair or General Counsel prior to the elections. Absentee ballots must be filed in writing with the General Counsel prior to the meeting at which the elections are to occur. If a majority of votes cast is not achieved by one member for the office in the first balloting, the absentee ballot shall not be counted beyond the first balloting, unless the absentee voter, at the time of submitting their ballot, has indicated they wish for the ballot to be considered in all subsequent balloting of the present election.

Section 6. Duties of Officers

A. Board Chair

The board chair shall:

1. Preside at all board meetings with full power to discuss all matters before the board and to vote in roll calls, secret ballots and, when necessary, to break a tie if no vote has otherwise been cast by the chair.
2. Serve as member and presiding officer of the Board Executive Committee, and, at their own discretion, may serve as a voting member of all board standing committees and be included as part of a committee's quorum if attending and serving as a voting member.
3. After consultation with members of the board, the chair is authorized to appoint the committee chairs, vice chairs and members of board standing committees or ad hoc committees. Such appointment authority shall include the appointment of members to serve for purposes of quorum as a member of any standing or ad hoc committee. Such quorum appointments shall be for the duration of that specific committee meeting. In the absence of a committee chair and vice chair, the board chair may appoint a member to serve as the temporary committee chair and/or vice chair.
4. Appoint board representatives to various public and private entities. The chair shall determine whether to appoint members of the board to serve as liaisons to various entities, including but not limited to, the NIU Foundation and the NIU Alumni Association.
5. Coordinate board business with the president and foster communication among board members.
6. Assist new board members in becoming familiar with the operations of the board and university, and identify and develop potential board leadership.
7. Engage in external activities on behalf of the board and university, and represent the board and university in a ceremonial capacity at public functions.

B. Board Vice Chair

The board vice chair shall:

1. Serve as presiding officer of the board in the absence of the board chair with full power to vote on and discuss all matters before the board.
2. Serve as a member of the board Executive Committee.
3. Assist the board chair in facilitating communication among board members and in identifying and developing board leadership.
4. Assist the board chair in external relations and in representing the board and university in a ceremonial capacity at public functions.

C. Secretary

The secretary shall:

1. Serve as a member of the board Executive Committee.
2. Sign as attesting official, with the board chair, any contracts or other legal documents approved by the board, provided others delegated by the board may sign such documents in accordance with their respective delegations.
3. Determine that the minutes and records of the proceedings of the board are kept, published and distributed as required by law.
4. Maintain a record of the names of all members of the board, the dates of their appointments and the expiration of their terms of office. The secretary shall also maintain a record of board officers and terms of elective offices.

D. Treasurer

The treasurer shall:

1. Be the chief custodian of all funds held in the name of the Board of Trustees and Northern Illinois University and be responsible for overseeing the issuance and sales of revenue bonds and other financial instruments on behalf of the board.
2. Be responsible for complying with various financial requirements of bond resolutions, oversight of investment and banking relationships and coordination and development of information for bondholders. Make a financial report to the board reflecting securities held and all receipts and disbursements on an annual basis, or as required.
3. Provide for the orderly reimbursement or payment, consistent with state law, for board member travel and expenses and establish necessary procedures incident thereto.
4. Exercise direct or facsimile signature authority, as authorized and appropriate on necessary certificates or contracts and other documents approved by the board on behalf of the board chair or the secretary.

E. Assistant Secretary-Assistant Treasurer

When the board chair, secretary or treasurer are not practically available to perform one of their ministerial duties, the assistant secretary-assistant treasurer may provide an authorized signature on necessary certificates or contracts and other documents approved by the board on behalf of the unavailable party and shall provide other assistance to the secretary or treasurer as requested and carry out other functions as the board may assign.

F. Second Assistant Secretary

When the board secretary or assistant secretary-assistant treasurer are not practically available to perform one of their ministerial duties, the second assistant secretary may provide an authorized signature on necessary certificates or contracts and other documents approved by the board on behalf of the board chair or secretary and shall provide other assistance to the secretary requested and carry out other functions as the board may assign.

G. General Counsel and Parliamentarian

The General Counsel and parliamentarian shall be a member of the university staff who serves as chief legal officer and advises the board chair, committee chairs and university president on matters of law and parliamentary procedure.

H. Board of Trustees Liaison

The president, after consultation with the board chair, shall determine a liaison for the board. The board liaison shall be responsible for assuring the board is informed of matters related to its organization and operation, including but not limited to, administrative, scheduling, logistical and compliance matters. The board liaison is responsible for coordinating board committee functions, including but not limited to, operational matters and scheduling. At the direction of the president, the board liaison shall be responsible for informing the board of significant university matters. In addition, the board liaison shall be responsible for any other duties or initiatives assigned by the president, provided, however, that the board liaison and other staff provided shall be sufficient to service the needs of the board.

Section 7. Duties of Appointed Leadership Positions

A. Standing Committee Chairs

Standing committee chairs shall:

1. Preside over committee meetings with full power to discuss all matters before the committee, vote in roll calls and, when necessary, to break a tie if no vote has otherwise been cast by the chair.
2. Prepare reports of committee meetings to be presented to the board. Such reports shall include notation of the committee members present, a description of the agenda covered and a summary of decisions and recommendations of the committee.
3. Keep informed of the major issues, actions and needs of the university in the areas of responsibility covered by the committee.
4. Work with the president and staff in forming agendas and preparing for meetings.
5. Maintain communication with members of the committee and work to keep them informed of issues and needs.

B. Standing Committee Vice Chairs

Standing committee vice chairs shall:

1. In the absence of the committee chair, perform the duties of the committee chair.

Article V. Board Committees

Section 1. Executive Committee

A. Purpose

The purpose of the Executive Committee shall be to act on behalf of the board, to discuss and offer counsel on university operations as needed, and to provide the full board with advice and counsel pertaining to board governance matters or any other matters determined by the full board.

B. Membership

The Executive Committee shall be comprised of the board chair, board vice chair, board secretary, the board delegate to the State Universities Civil Service Merit Board and a member of the board elected by the board. If there is a vacancy on the committee (for example, the board delegate to the State Universities Civil Service Merit Board also serves as the board chair, the board vice chair or the board secretary), the board chair shall appoint other members of the board to fill the vacancy in order to maintain a membership of five on the committee. The president shall be a non-voting member of the committee. The board chair shall preside during meetings of the committee.

C. Meetings

The Executive Committee shall meet upon the request of the board chair, the president or any three members of the committee. Quorum is established by the physical presence of three members. The affirmative vote of three members is necessary to adopt any motion, resolution or ordinance, unless a greater number is otherwise required by law, board legislation or applicable university policy.

D. Powers and Duties

The Executive Committee shall only act on matters expressly designated for final determination by the committee, routine matters requiring board action between regular board meetings, in an existing or impending emergency, or when specifically requested to by the full board. At any time, the full board has the authority to take up any matter expressly designated for consideration by the committee.

The committee's acts shall not conflict with actions of the board. Regardless of any public notice, the board chair shall provide the board with written notice no less than three business days prior to the meeting date of any proposed actions that, if adopted, will constitute a final determination. The notice shall provide a description of all items being considered for final determination. If circumstances dictate that notice cannot be provided within three business days, notice shall be provided as soon as practicable.

If, following the board chair's notice, two or more members of the board object to a matter being considered by the committee for final determination, any action on the matter shall be postponed until it can be added to the agenda of a meeting of the full board. Members of the board issuing such objections must do so in writing, addressed to the board chair and the board liaison, no later than 24 hours prior to the planned start of the meeting. An objection may be retracted in writing any time prior to the start of the meeting. If objections render the meeting of the committee unnecessary, the board chair shall notify the board that the meeting has been cancelled. The board chair shall notify the board of any decision of the committee within 24 hours of its making. Actions of the committee normally shall also be reported to the full board at its next meeting and entered in the minutes of that meeting.

Concerning governance matters, the committee shall assist the board in the exercise of its responsibilities under Article IX of these bylaws and its consideration of proposals from board members, the university and other stakeholders. The committee shall also give due consideration to participants in the shared governance process as appropriate and inform the full board of major issues, actions and needs of the university pertaining to such matters. Recommendations of new provisions or amendments to these bylaws and related board and university regulations and policies shall be forwarded to the full board for consideration and/or action.

The committee may, at any time, schedule or move into a closed session to discuss matters allowed under the Illinois Open Meetings Act and other applicable law.

Section 2. Academic Affairs, Student Affairs and Personnel Committee

A. Purpose

The Academic Affairs, Student Affairs and Personnel Committee shall have as its purpose to review board-level policy concerns and transactions and provide the full board its advice and counsel related to academic programs, student affairs, personnel administration, diversity, equity and inclusion and enrollment management, marketing and communications. Such matters shall include, but not be limited to, recommendations for program changes, recruitment and retention, faculty promotion and tenure, sabbaticals and appointments of vice presidents and deans.

B. Membership

The Academic Affairs, Student Affairs and Personnel Committee shall be comprised of a minimum of six voting members of the board, including the student member, selected by the board chair. The board chair, the president and the provost shall serve as ex officio members, the first being able to vote and the second and third without voting powers. The board chair shall designate one member of the committee to serve as its chair and may designate another member to serve as vice chair. The president shall designate a staff liaison to the committee and shall provide the committee such additional staff assistance as needed.

C. Meetings

The Academic Affairs, Student Affairs and Personnel Committee shall meet at the request of the president, provost, board chair, the staff liaison or the chair of the committee. Committee meetings will be scheduled so as to facilitate timely review of matters under consideration by the board.

The committee may, at any time, schedule or move into closed session to discuss matters allowed under the Illinois Open Meetings Act or other applicable law. All such meetings shall be confidential and closed to the public.

Section 3. Research and Innovation, Legal and Legislative Affairs Committee

A. Purpose

The Research and Innovation, Legal and Legislative Affairs Committee shall have as its purpose to review board-level policy concerns and transactions and to provide the full board its advice and counsel, related to research, artistry and innovation, technology transfer and economic engagement, legal affairs and pending state and federal legislation, administrative agency activity and changing statutory or policy regulations at the state and federal levels that impact university interests.

B. Membership

The Research and Innovation, Legal and Legislative Committee shall be comprised of a minimum of five voting members of the board selected by the board chair. The board chair, the president and the vice president for Research and Innovation Partnerships shall serve as ex officio members, the first being able to vote and the second and third without voting powers. The board chair shall designate one member of the committee to serve as its chair and may designate another member to serve as vice chair. The president shall designate a staff liaison to the committee and shall provide the committee such additional staff assistance as needed.

C. Meetings

The Research and Innovation, Legal and Legislative Committee shall meet at the request of the president, the vice president for Research and Innovation Partnerships, the board chair, the staff liaison, or the chair of the committee. Committee meetings will be scheduled so as to facilitate the timely review of matters under consideration by the board.

The committee may, at any time, schedule or move into closed session to discuss litigation or other matters protected by the attorney-client privilege or other legal protections, or as otherwise allowed under the Illinois Open Meetings Act or other applicable law. All such meetings shall be confidential and closed to the public.

Section 4. Finance, Audit, Compliance, Facilities and Operations Committee

A. Purpose

The Finance, Audit, Compliance, Facilities and Operations Committee shall have as its purpose to review board-level policy concerns and transactions and to provide the full board its advice and counsel related to financial affairs, physical facilities and operations, compliance, risk management and audit functions of the

university. Such matters shall include the university's information technology and public safety functions.

Concerning compliance, risk management and audit specifically, the committee shall oversee university programs, mechanisms and entities responsible for adherence to laws, regulations and policies that pertain to university operations and approve compliance related goals, priorities and benchmarks; consider, report or recommend to the board on matters pertaining to compliance, risk management oversight and internal controls and procedures intended to deter and prevent wrongful conduct; facilitate communication with the Internal Audit Director to assist in the effective discharge of audit functions; and engage, as appropriate, the University Ethics Officer. The committee shall also serve as a repository for complaints registered directly with the board chair under the provisions of the Board of Trustee's Whistleblower Policy or through other direct communication with members of the board. The committee shall coordinate with other board committees as appropriate; monitor university activity related to goals, priorities and benchmarks; and inform the full board of major issues, actions and needs of the university pertaining to such matters.

B. Membership

The Finance, Audit, Compliance, Facilities and Operations Committee shall be comprised of a minimum of five voting members of the board selected by the board chair. The board chair, president and board treasurer shall serve as members, the first being able to vote and the second and third without voting powers. The board chair shall designate one member of the committee to serve as its chair and may designate another member to serve as vice chair. The president shall designate a staff liaison to the committee and shall provide such additional staff assistance as needed.

C. Meetings

The Finance, Audit, Compliance, Facilities and Operations Committee shall meet at the request of the president, the board chair, the staff liaison or the chair of the committee. Committee meetings will be scheduled so as to facilitate timely review of matters under consideration by the board.

The committee may, at any time, schedule or move into closed session to discuss matters allowed under the Illinois Open Meetings Act or other applicable law. All such meetings shall be confidential and closed to the public.

Section 5. Ad Hoc Committees

Special purpose or ad hoc committees may be established by the board either at the discretion of the board chair or on motion properly put and approved by the board. Such committees shall remain in existence only so long as warranted by their assigned purpose or charge. Their operations shall be consistent with state laws on open meetings and applicable Board Bylaws, policies and Board Regulations.

Article VI. President of the University

Section 1. Duties and Responsibilities of the President

The president is the chief executive officer of the university. The president shall be appointed by the board and shall be directly responsible to the board. The board prescribes the duties of the president, contracts with the president and, for good cause, can remove the president. The president shall have the authority and responsibility, within the framework of policies established by the board for the organization, management, direction and general supervision of the university and shall be held accountable by the board for the effective administration and management of the institution.

The president's responsibilities and duties are derived from powers granted by statute to the Board of Trustees under Northern Illinois University Law. The board authorizes the president to develop institutional policies, implement procedures and engage the university community in activities which fulfill the purpose and mission of the university.

It is the duty and responsibility of the president to exercise sound management of the operational, financial, academic and reputational aspects of the university in accordance with federal and state laws.

The president has the overall responsibility for the provision of staff services to members of the board of trustees and shall maintain a staff adequate for the performance of the board's governance responsibilities and the president's duties as chief executive officer. The president shall make all recommendations for appointments to university positions under the Board of Trustees and shall implement such information systems and reporting requirements as are necessary for the board to perform its responsibilities.

All communications related to official university business from any faculty member, officer or other employee of the university, addressed to the Board of Trustees of the University or to any committee thereof, shall be transmitted through the president of the university.

It is the duty and responsibility of the president to work in collaboration with university stakeholders and constituents, including but not limited to, the Board of Trustees, faculty, faculty organization representatives, staff and staff organization representatives.

The president, or their designee, is also responsible for the university's relationships with other state and federal agencies, including but not limited to, the United States Department of Education, other institutions of higher education, including but not limited to, the Illinois Board of Higher Education, the Office of the Attorney General, the Office of the Auditor General, the State Universities Retirement System, the Department of Labor, the Universities Civil Service Merit Board, the Illinois State Labor Relations Board and the Illinois Educational Labor Relations Board. Furthermore, the president shall serve as the university's primary representative to the United States Congress, the Executive Branch of the Federal Government, the Illinois General Assembly and the Governor of the State of Illinois.

Section 2. Presidential Selection

The Board of Trustees shall be solely responsible for the actual selection of the president of the university, the final determination of presidential goals and priorities and the final assessment of board and presidential performance and progress indicators.

The board shall establish and be responsible for directing the presidential search. Such searches shall be executed with due respect for the principles of fairness, equity, inclusiveness and diversity. In addition, a presidential search shall be conducted giving due consideration to university faculty and other participants in the shared governance process, including but not limited to, students, professional staff and civil servants. The board, with appropriate consultation, may make adjustments to the search process to assure meaningful and broad participation.

Section 3. Board and Presidential Assessment

The board and the president shall establish short and long-term goals for the benefit of the board and the university, and the board and president shall periodically review the board and presidential goals and their respective performance related thereto. These goals shall cover a period of between three and five years, and the board and the president shall conduct a review of the progress periodically but not less than every three years.

The review of the president shall include assessment of the president's compliance with board and university policies and procedures, as well as compliance with federal and state statutes and regulations.

The board and the president may, as part of their goals assessment, consult with representatives of the various constituents of the university, including but not limited to, University Council, the NIU Foundation, the NIU Alumni Association, representatives of student and community organizations and any other persons or entities which the board deems appropriate.

Section 4. Mandate of Presidential Housing

The board shall determine, on a case-by-case basis, whether to require the primary place of residency for the president be provided by the university. Such determination shall be reviewed periodically but not less than every three years. Failure of the board to review the president's primary place of residency on a timely basis shall not invalidate or change this policy.

Article VII. Disclosure of Interest

Officers and members of the Board of Trustees, the president, members of the Senior Cabinet and attorneys in the Office of General Counsel ("Affected Persons") of NIU must conduct their personal and professional affairs in such a manner as to maintain and enhance the credibility and reputation of the university. Affected Persons must discharge their duties in good faith, with the degree of care that an ordinarily prudent person in a like position would exercise under similar circumstances and take all reasonable steps to avoid the appearance of impropriety in the conduct of all affairs of the university.

A conflict of interest is present whenever a trustee or an Affected Person has a material personal or professional interest in a proposed procurement contract, decision or transaction to which the university is a party. This interest can occur either directly or indirectly; the trustee or Affected Person may be personally involved with the transaction or may have an employment or investment relationship with an entity with which the university is dealing; or it may arise from a family relationship, including but not limited to, a spouse, domestic partner, parent, sibling, child, mother-in-law, father-in-law or grandparent. In this regard, there is an obligation to disclose interest that might reasonably be interpreted as conflicting with the mission of the Northern Illinois University and fiduciary responsibility of the trustee or any other Affected Person. A conflict of interest may also exist when there is a material divergence or inconsistency between the interest of the university and outside commitment(s) of the trustee or Affected Person.

A trustee or Affected Person who has an actual or potential conflict of interest must take the following actions:

- Advise the chair, vice chair, president, General Counsel and/or Ethics Officer of the matter requiring action or decision and the nature of the potential conflict of interest. In the event the conflict involves the board chair, the vice chair should be advised.
- Seek appropriate legal and/or ethical advice and determine whether to voluntarily abstain from that portion of the meeting where there is any discussion, presentation or vote involving the matter.
- In the event a trustee or Affected Person does not voluntarily disclose or recuse themselves, the Executive Committee or any other committee established or authorized by the board to hear such matters is authorized to determine whether a material conflict exists which requires recusal. Such decisions shall be final and non-appealable.

Any board member who has reasonable cause to believe an Affected Person has failed to disclose a material interest shall inform the trustee or Affected Person of the basis for such belief and afford the trustee or Affected Person an opportunity to explain the alleged failure to disclose. If, after hearing the response of such individual and making further investigation as may be warranted by the circumstances, the Executive Committee of the Board (or other appropriately authorized committee) determines the trustee or Affected Person has, in fact, failed to disclose a conflict of interest, it shall take appropriate corrective action. When the board member believes such a discussion would not be productive, the board member shall advise the chair, and the chair shall instruct the General Counsel or the Ethics Officer to review and conduct a conflicts review and make a recommendation to the Executive Committee or any other committee established or authorized by the board. Pursuant to applicable statutes, including the Open Meetings Act, the committee shall provide an opportunity to the board member or Affected Person to provide their rationale for their

belief that the circumstances do not require disclosure or recusal. This committee's determination shall be final.

Article VIII. Indemnification

Section 1.

Subject to applicable federal and state law, the availability of funds and the terms and conditions of the board's Self-Insurance Plan, the Board of Trustees shall indemnify each present or former trustee, officer, employee, student-employee and duly authorized volunteer, where such volunteer relationship is reduced to writing ("Covered Person") of the Board, except independent contractors, against all reasonable expenses which may be incurred or paid in connection with any claim, or actual or threatened action, suit, proceeding or investigation (civil, administrative, or other non-criminal proceedings) and appeals in which the Covered Person may be involved by reason of being or having been a trustee, officer, employee, student or duly authorized volunteer.

In those matters where a court of competent jurisdiction or state or federal law requires indemnification, the chair, after consultation with the vice president and General Counsel, may make the determination of whether to indemnify and the scope of such indemnification. The chair shall notify the board of the decision within 24 hours of its making.

In those matters where a former or current board member, or former or current president, is the subject of threatened or imminent litigation, the Executive Committee, after consultation with the vice president and General Counsel, shall determine whether the board member or president is eligible for indemnification and the scope of such indemnification. The chair shall notify the board of the decision of the Executive Committee within 24 hours of its making.

The board may, by either the action of the chair, vice chair or three members of the board, call for a special meeting to determine indemnification for former or current board members, presidents or employees, of the university. The board, as provided under the Open Meetings Act, may have substantive discussions in a closed session.

For all other employees of the university, other than the president, the question of whether an employee is eligible for indemnification and the scope of such indemnification shall be determined by the vice president and General Counsel in consultation with the president. The vice president and General Counsel shall notify the board of any such decision within 24 hours of its making.

In matters concerning criminal investigations or proceedings, the board shall not be responsible for the payment of expenses where there is a criminal conviction. In the event a conviction is later successfully appealed, the board shall be responsible for the payment of expenses up to the point of the resolution of the successful appeal. A conviction or the entry of any plea in a criminal case shall in and of itself be deemed an adjudication that the Covered Person engaged in misconduct in the performance of his or her duties to the board. In those matters wherein there is a criminal investigation which might result in a criminal charge and conviction, the vice president and General Counsel is authorized to offer indemnification where there is a good faith belief that a criminal conviction is not likely. Such indemnification shall be subject to reimbursement of expenses in the event there is a conviction. In such cases, the university shall seek reimbursement for any expenses related to the matter.

The vice president and General Counsel may establish guidelines for the implementation of these provisions which include, but are not limited to, determining the scope of indemnification, the budget for representation and the criteria for selection of counsel and other experts.

Section 2.

The Executive Committee of the board shall determine eligibility for, and the scope of coverage for, indemnification for any current or former members of the board or president of the university. In the event a member of the Executive Committee of the board is the subject of a request for indemnification, such member shall recuse themselves from any discussion or decision related to the indemnification. Upon recusal, the chair (or vice chair, if the chair recuses themselves) shall appoint another member of the board to fill the open spot on the Executive Committee. The vice president and General Counsel shall be responsible for determining whether and to what extent indemnification shall be provided to any employees.

Section 3.

In cases where an action, suit or proceeding advances to final adjudication and there is a finding that the Covered Person acted outside of the scope of their employment, indemnification shall not be provided.

Section 4.

For those settlement matters that are in the exclusive purview of the board, the determination whether a settlement is reasonable and in the interest of the board, or whether the Covered Person acted in good faith for a purpose which the Covered Person reasonably believed to be in the best interests of the board and was not aware that the conduct was unlawful, may be made by a majority of the disinterested trustees acting on the proposal.

Section 5.

As used in this article of the bylaws, the term "expenses" includes, without limitation, attorneys' fees, costs, judgments, fines, penalties and other liabilities, subject to the determination in Section 1 of this article.

Section 6.

The rights of indemnification provided for are severable, are not exclusive of other rights to which any trustee or officer may now or hereafter be entitled and continue in effect, notwithstanding the fact that the individual ceases to be a trustee, officer or employee at the time the action is instituted, while it is pending or after the judgment is rendered.

Section 7.

The indemnification referred to above covers the conduct of the trustee, officer or employee which occurred both before and after the adoption of this article of the bylaws and shall inure to the benefit of their estate.

Section 8.

If any part of these bylaws or any payment made pursuant to it is for any reason held invalid, the provisions of this article of the bylaws are not otherwise affected but remain in full force and effect and are deemed amended to the extent necessary to comply with law and consistent with the intent of this provision.

Article IX. Adoption, Review and Amendment of Bylaws

Bylaws may be adopted at any regular or special meeting by majority vote of the total voting membership of the board. The bylaws shall be reviewed periodically, as determined by the chair or a majority of the board. Such review, however, shall take place at a minimum of once every three years and may be assigned by the chair to a standing committee, ad hoc committee or a Committee of the Whole. The initial period of review shall commence no later than September of 2015.

Any provision of the bylaws may be suspended in an existing or impending emergency, in the event of a

natural catastrophe or if a situation arises which impairs or impedes the public mission of the university. The suspension of the bylaws requires an affirmative vote of six members of the full board.

Bylaws of the Board of Trustees may be amended at any regular or special meeting of the board by six affirmative votes of the members of the full board, provided notice of the intention to amend the bylaws shall have been presented in writing at the regular or special meeting immediately preceding. Such notice shall provide, so far as possible, the exact wording of the amendment proposed.

Originally approved by the Board of Trustees of Northern Illinois University at its Organizational Meeting on January 3, 1996. Amendments were approved by the Board of Trustees at its March 1, 2012 regular meeting. Any subsequent amendments will be approved as needed.