



Regular Meeting
of the
Board of Trustees

September 15, 2022

**Regular Meeting of the
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY
9:00 a.m. – Thursday – September 15, 2022
Board of Trustees Room
Altgeld 315**

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 August 18, 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. 163
 - a. University Recommendations Forwarded by the Board Committees
 - 1) [Bowl Game Participation Expenses](#).....*Action*.....8
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c. Items Directly from the President

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2) Surplus Real Estate Property Determination Nursing Building	Action.....140
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9. Chair’s Report No. 103

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b. Closed Session Minutes Review and Release.....	Action.....154
c. Board of Trustees Bylaw Periodic Review.....	Action.....155

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
August 18, 2022

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 12:48 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: Present

Trustee Tim Moore: Present

Trustee Bob Pritchard: Present

Board Chair Eric Wasowicz: Present

Also present: President Lisa Freeman; Vice President and General Counsel and Board Parliamentarian Bryan Perry; Board Liaison and Chief of Staff Matt Streb; Executive Vice President and Provost Beth Ingram; 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; Vice President for Enrollment Management, Marketing and Communications Sol Jensen; and University Advisory Council (UAC) Representatives Felicia Bohanon and Holly Nicholson.

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. Trustee Herrero so moved, and Trustee Moore seconded. The motion was approved.

REVIEW AND APPROVAL OF MINUTES OF JUNE 16, 2022

Chair Wasowicz asked for a motion to approve the minutes of June 16, 2022. Trustee Gayles so moved, and Vice Chair Athas seconded. The motion was approved.

CHAIR'S COMMENTS/ANNOUNCEMENTS

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

Chair Wasowicz stated he is very excited for the school year to be and is looking forward to a great year.

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. 162

Chair Wasowicz asked President Freeman to present the President's Report No. 162.

Agenda Item 7.a. Recommendations for Faculty Tenure and/or Promotion Effective 2022-2023

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

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

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

Vice Chair Rita Athas: Yes	Trustee Dennis Barsema: Yes
Trustee John Butler: Yes	Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes	Trustee Tim Moore: Abstain
Trustee Bob Pritchard: Yes	Board Chair Eric Wasowicz: Yes

The motion was approved.

Agenda Item 7.b. Collective Bargaining Agreement for International Brotherhood of Electrical Workers, AFL-CIO Local Union #364

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

Chair Wasowicz asked for a motion to approve item 7.b. Trustee Herrero so moved, and Trustee Butler seconded. The motion was approved.

Agenda Item 7.c. Real Estate Property Sale Hoffman Estates Campus

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

Chair Wasowicz asked for a motion to approve item 7.c. Trustee Pritchard so moved, and Trustee Barsema seconded. The motion was approved.

OTHER MATTERS

There were no other matters.

NEXT MEETING DATE

The next regularly scheduled meeting of the Board of Trustees will be held September 15, 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: collective bargaining matters as generally described under section 2(c)(2) 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; real estate matters as generally described under section 2(c)(5) and (6) of the open meetings act; personnel matters as generally described under sections 2(c)(1)(2)(3) and (21) 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 Moore 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: Yes

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

The Board closed the public meeting at 1:00 p.m.

The meeting reconvened from closed session at 2:46 p.m.

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

Vice Chair Rita Athas: Present

Trustee Dennis Barsema: Present

Trustee John Butler: Present

Trustee Montel Gayles: Present

Trustee Veronica Herrero: Present

Trustee Tim Moore: Present

Trustee Bob Pritchard: Present

Board Chair Eric Wasowicz: Present

ADJOURNMENT

Chair Wasowicz asked for a motion to adjourn. Vice Chair Athas so moved, and Trustee Barsema 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 Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

The meeting adjourned at 2:47 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 August 18, 2022. Trustee Tim Moore was sworn in as student trustee. One action item appeared on the agenda: Recommendations for Faculty Tenure and/or Promotion Effective 2022-2023 which was approved. The committee received four information items: Annual Listing of Changes Fiscal Year 2022; Dean of the College of Engineering and Engineering Technology and Chair, School of Nursing Search Update; 2021-2022 Faculty Emeritus Recognition; and Shared Equity Leadership Update.

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

The Finance, Audit, Compliance, Facilities and Operations Committee met on August 18, 2022. The committee was presented with three Financial Update items: Fiscal Year 2021 Audit and Financial Results; Fiscal Year 2021 External Audit Corrective Action Plans Update; and Annual Report of Cash and Investments for Period Ending June 30, 2022. The committee approved three action items: Bowl Game Participation Expenses; Education Systems Center Early Childhood Transformation Team; and Education Systems Center Chicago-Based Lease Extension. The committee also received three University Information items: Campus Facility Project Update which included a presentation; Quarterly Summary Report of Transactions in Excess of \$100,000 for the Period April 1, 2022 to June 30, 2022; and Annual Summary Report on Obligations of Financial Resources for the Year Ended June 30, 2022.

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

The Research and Innovation, Legal and Legislative Affairs Committee met on August 18, 2022. The committee reviewed two information items, the State Legislative Report, and the Sponsored Programs Administration Quarterly Report. In addition, the committee considered one action item, the Board of Trustees Bylaws Periodic Review. Dr. Gerald C. Blazey, Vice President for Research and Innovation Partnerships reported on personnel changes in the department of Innovation, noting that Karinne Bredberg is now the Director of Innovation. Dr. Blazey provided a NICCS update and said that the July Illinois Capital Development Board procurement bulletin had a request for proposals (RFP) for a consultant to develop documentation for the NICCS Design-Build RFP. Dr. Blazey reported that the NIU Press re-established publication numbers at about 20 per year, which was the standard prior to the movement of operations in FY20. Dr. Blazey provided a Federal Relations update noting that congress recently passed the CHIPS + Science Act, and that Dr. Quider successfully advocated for the legislation to define emerging research institutions and the creation of a program to promote collaboration between flagship universities and ERIs like NIU. Ms. Katie Davison, Director of State Relations provided the State Legislative Report, noting that the general elections will be held on Tuesday, November 8, and that she will have a complete list of the election results at the November meeting. Ms. Dara Little, Assistant Vice President for Research and Sponsored Programs provided the FY22 Q4 Sponsored Funding Report. She reported that in FY22 NIU received \$48M in total external funding from 371 awards, which included approximately \$6M in COVID-19 relief funds. Ms. Little also reported that since FY18, external funding reported through SPA has grown by 39% and since FY21 funding had grown by 11% exclusive of COVID-19 relief funds. Greg Brady, Deputy General Counsel, and Legal Intern Samantha Malone reported that the Office of General Counsel had reviewed

the Board Bylaws and they were presenting suggested edits that would make the Bylaws more consistent, clear, concise, and effective. The RILLA committee reviewed the edits and approved a motion to accept the edits, as well as additional edits made by the committee. An updated version of the Bylaws will be presented at the September Board meeting.

d. Illinois Board of Higher Education

The IBHE met on March 15, 2022. The board heard a panel discussion on Equity Plans and Practices to Close Equity Gaps. The board also received reports from The Student Advisory Committee and The Faculty Advisory Council.

The IBHE granted Carl Sandburg College authorization to offer the Associate of Applied Science in Agribusiness, Associate of Applied Science in Agricultural Mechanization, Associate of Applied Science in Medical Assisting, and Associate of Applied Science in Welding subject to the institution's implementation and maintenance of conditions presented in its application.

The IBHE granted Illinois State University authorization to establish the College of Engineering, the Department of Electrical Engineering, and the Department of Mechanical Engineering in the Central Region, subject to the institution's implementation and maintenance of the conditions that were presented in its application.

e. Universities Civil Service Merit Board

The State Universities Civil Service Merit Board met on August 11, 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, most of the Merit Board's attention concerned two discharges unrelated to NIU. Other matters concerned public comment from a university representative concerning the need for reforms to the State Universities Civil Service Act, a report from the Human Resource Directors Advisory Committee, a report from the Employee Advisory Committee (EAC), the FY24 budget recommendation for the System, a proposal to increase the fee for hearing officers for service on discharge/demotion hearings, the dissolution of something called the "Administrative Advisory Committee," changes to the Merit Board Bylaws concerning meetings of the Executive Committee, an update on HB 5408 (see June Merit Board Report), a review of recent activities of the System's Governance, Risk, and Compliance Audit Program, and reports from the Executive Director and Legal Counsel. The Administrative Advisory Committee appears to have been a policy-oriented advisory body that discussed issues of concern among institutional representatives. According to the meeting book, the Committee was formed in 1968 and was reportedly very active until around 2012, when high-level administrators stopped attending, sending instead university HR Directors. The last meeting of the Committee was August 10, 2016. The System office's recommendation to dissolve the Committee was supported by the Merit Board. The System Office has scheduled the next Merit Board meeting for November 10, 2022.

f. Northern Illinois Research Foundation

The NIRF Board of Directors did not hold their quarterly meeting in June. The next Board of Directors meeting is scheduled for September 14, 2022. A summary of that meeting will be submitted for a future NIU Board of Trustees meeting.

g. Northern Illinois University Alumni Association

Events – Football season is underway, with the home opener against Eastern Illinois on September 1st also including the launch of Mission's Grove; a new tailgate experience put on

by the NIUAA and NIU Foundation. Mission's Grove features food trucks, a beer and wine tent, door prizes, a merchandise tent, appearance by the NIU Huskies Marching Band, and of course, Mission himself. Mission's Grove will occur at the next two home games: Sat, September 17th vs. Vanderbilt and Sat, Oct 8th vs. Toledo (Homecoming).

The NIUAA is very proud to announce a partnership with NIU's *Stem Cafes*. Stem Cafes provide stem-focused lectures for broad audiences. This new, mutually-beneficial partnership offers resource support to the Stem Café program, and branding recognition to the NIUAA. The alumni association will continue to explore partnership opportunities with successful NIU programs.

Alumni Awards - Along with Homecoming will be this year's NIUAA Alumni Awards, which feature seven outstanding award recipients. The full press release can be seen here: <https://www.myniu.com/article.html?aid=1955>. The luncheon will take place on Fri, Oct 7th at noon at the Barsema Alumni and Visitors Center.

Affinity Partnerships – The NIUAA is happy to partner with two different financial services firms to provide a branded debit and credit card. The debit card is through a partnership with ICM, and features both a branded card and a round-up feature, with proceeds going to the NIU Foundation as unrestricted revenue. The credit card is through a partnership with Commerce Bank and features a branded card and cash back to the NIU Foundation. These revenue-generating partnerships are important to the Foundation as the revenues are used to support programming and operational expenses.

Alumni Travel – After thirty years of service, Pat Anderson, director of alumni relations and leader of the NIUAA travel program, announced her retirement at the end of this calendar year. Pat has personally executed over 100 trips for thousands of alumni and friends of NIU. There are exciting trips upcoming, including Ireland, Prague, the Christmas Markets of Bavaria, the Galapagos Islands, Holland, and an Arctic cruise.

h. Northern Illinois University Foundation

Fundraising: Performance for FY22 ended strong, with a total of \$23.3 million raised on the goal of \$22.5 million, which outperforms the University's objective that annual fundraising achievement improve by 30% increase YOY.

FY21 Achievement	\$15,393,454
FY22 Achievement	\$23,295,503
	51% increase YOY

Results through July are also strong, with \$2,145,463 raised in the month, which is an increase of 724% YOY. While results of August are not yet final, it, too, was a very strong month and is expected to also outperform on a YOY basis.

Engagement: Over the past couple of months, the NIU Alumni Association hosted NIU Days with both the Chicago White Sox and Cubs, completed the Mission's Dog Days of Summer Event in Milwaukee, and has otherwise been busy preparing for the fall calendar. In addition to the launch of Mission's Grove, a new tailgate experience to be held on the grounds of the Oderkirk House, planned are the customary engagement activities for home football games, and alumni/foundation events on the road in Tulsa, Oklahoma and Lexington, Kentucky.

Upcoming or Just Passed Events of Note:

<i>NIU Black Alumni Council Reunion Weekend</i>	<i>September 4</i>
<i>Ireland Escapade</i>	<i>September 8 – 17</i>
<i>NIU Football at Tulsa</i>	<i>September 9/10</i>

Bourbon Trail Tour, Lexington, KY
NIU Football at Kentucky
Founders Forum Donor Event
Prague and Beyond – Exploring Bohemia
Homecoming Week

September 22
September 23/24
September 30
October 7 – 15
October 3 - 9

Campaign Planning: The comprehensive campaign planning study, led by consultants Marts & Lundy, concluded, and NIUF has received recommendations to:

- Officially launch the initial campaign phase, the focus of which will be principal and lead gift identification and solicitation, on July 1, 2022 (University Goal)
- Develop a collaborative resourcing plan sufficient to implement successfully at the \$500M level
- Continue refining the case for support based upon conversations with donors and prospective donors over the next year to 18 months

The Campaign was officially launched in the “leadership,” or “quiet” phase, on June 30, 2022. Counting has begun, and through the end of July, the campaign total stood at \$47.3 million.

Meetings with leadership level donors are underway with the initial case for support, and throughout the course of the fall, feedback will continue to inform the case and list of university-level priorities, which should be finalized by the end of the calendar year. Of note, the Campaign case will be inclusive of the proposed and potential activities of the developing West Campus project.

BOWL GAME PARTICIPATION EXPENSES

Summary: The university is requesting that the Board of Trustees delegate to the President, or designee, approval for all necessary and proper expenses related to NIU's participation in a post-season Bowl Game competition, including (but not limited to) the following: the Bowl agreement(s), expenses relating to ticketing, tickets, travel/transportation, lodging, rentals, insurance, dining, beverages (non-alcoholic), fees, services, broadcast rights, apparel, commodities, equipment, and supplies. Further, such approval is requested to also authorize the President, or designee, to undertake all business transactions necessary in relation to an anticipated upcoming Bowl event, reporting actions taken where required beyond customary authorizations at a subsequent meeting of the Board.

Background: For eleven of the past 14 football seasons, the NIU football team has been invited to participate in a post-season Bowl Game. Through a shared cost model, the Mid-American Conference and respective institutions participating in bowl games account for the costs (amount established each fiscal year). The university is unsure of the bowl scenario at this point in the season, but should the team qualify, there is a quick turn-around for logistics. Bringing this item to the Board in advance allows university leadership and Intercollegiate Athletics to prepare in the most efficient manner.

Funding: Institutional Funds

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees Approval for the request for Bowl Game Participation Expenses.

EDUCATION SYSTEMS CENTER EARLY CHILDHOOD TRANSFORMATION TEAM

Summary: The Early Childhood Transformation Team (ECTT) of the Education Systems Center at NIU is requesting approval of a \$347,250 purchase order to vendor Illinois Network of Resource and Referral Agencies (INCCRRA). Funds will be administered by INCCRRA and used by Birth to Five Action Councils housed within INCCRRA to support the establishment of a Family Advisory Council (FAC) in each of the 39 regional Birth to Five Action Councils launched in February 2022. Funding has been secured by the ECTT as part of an external, private New Venture Fund to be paid out over FY22 through FY24.

Background: The ECTT was established at the direction of Governor J.B. Pritzker in spring of 2021 with funding from the Illinois State Board of Education (ISBE) and housed at Education Systems Center at NIU based on the long-standing collaboration between ISBE and NIU and the expertise and leadership provided through Education Systems Center in the state's early childhood education and care system.

The first charge of the ECTT was to establish an infrastructure for regional and community systems to operationalize equity in the state's early childhood education and care services. Birth to Five Illinois was launched in February 2022 and is housed within INCCRRA, which provides business, financial, technological, and human resources capacity for Birth to Five Illinois. INCCRRA is the state's designated organization to host and incubate the new Birth to Five Action Councils, a network of 39 regional planning bodies focused on improving services to families with children ages 0-5. The effectiveness of these regional councils will rely on local collaborations with parents, providers and stakeholders so real-time input on current and ever-changing needs can be gathered and assessing whether existing resources can meet these needs can be done.

Work to elevate early childhood education and care across the state has been ongoing at the community level for more than 15 years. Significant funding to support the Birth to Five infrastructure and specifically the participation of parents, families and local early childhood collaborations is a large component of the funding awarded to the ECTT by the New Venture Fund (NVF).

There are two primary components of funding dedicated to INCCRRA in support of the Birth to Five Action Council infrastructure:

- **Family Advisory Councils:** As awarded, INCCRRA will receive \$147,250 to establish and support Family Advisory Councils as a mechanism to engage families in Regional Planning Councils, including stipends and meals.
- **Mini Grants:** A total of \$200,000 of the larger \$1 million three-year NVF award is 'mini-grants' to support existing local collaborations, as well as establish new ones where none currently exist.

Funding: Institutional Funds - \$347,250

Note: Funding has been secured by the ECTT as part of an external, private New Venture Fund to be paid out over FY22 through FY24.

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval of the request for Education Systems Center Early Childhood Transformation Team.

EDUCATION SYSTEMS CENTER CHICAGO-BASED LEASE EXTENSION

Summary: The Board of Trustees has previously granted approval for the Education Systems Center (EdSystems), part of the Division of Outreach, Engagement and Regional Development, to occupy leased space with Madison RE, LLC, in downtown Chicago. Prior lease authority was \$620,000 for the period of August, 2016 through December, 2022. EdSystems is requesting to extend its lease to July 31, 2025, for an additional \$220,000 maximum. Total lease authority would be increased to \$840,000 to cover rent, utilities, and costs associated with the leased space as outlined in the agreement.

Background: EdSystems has created a very strong and successful presence in Chicago. The department operates completely on the revenues that it generates (local, foundation and grant funding). The department pays for all telephone systems, IT systems and support, office furniture and the rent requested herein. In FY22, EdSystems generated over \$2.25M in revenue with \$1.55M in expenses, plus another \$350,000 in grants.

Prior to the expiration of this extension, EdSystems will conduct a market review and space needs assessment to determine if the current location remains the best fit for the program or if relocation would be advantageous.

Funding: Institutional Funds - Total lease authority \$840,000

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for Education Systems Center Chicago-Based Lease Extension.

ANNUAL LISTING OF CHANGES FISCAL YEAR 2022

The Fiscal Year 2022 Annual Listing of Changes are reported, and sent, to the Illinois Board of Higher Education (IBHE) in the summer after the academic year is completed. The changes have been approved through the normal curricular processes or in accordance with the policies of the NIU Board of Trustees. The report was sent to the IBHE in May 2022.

For FY22, NIU created one emphasis and one specialization. One undergraduate program, one certificate of graduate study, one option, one specialization and one emphasis were deleted. Also approved one degree change, five name changes, and one department merger.

ANNUAL LISTING OF CHANGES FISCAL YEAR 2022

ADDITIONS

Emphasis

College of Education, Department of Educational Technology, Research and Assessment, Department of Kinesiology and Physical Education, Emphasis to the Applied Management B.S.: Emphasis in Equity Leadership and Mentoring

Specialization

College of Education, Department of Educational Technology, Research and Assessment, New Illinois Licensure and Endorsement Specialization: Educator Licensure as a 5-12 Computer Science Specialist

DELETIONS

Program

College of Liberal Arts and Sciences, Department of Physics, Deletion of Combined Degree Program in Physics and Engineering

Certificate

College of Liberal Arts and Sciences, Department of English, Deletion of Certificate of Graduate Study: Technical Writing

Option

College of Education, Department of Curriculum and Instruction, Deletion of Minor Content Option from the B.S.Ed. in Middle Level Teaching and Learning: Minor Content Area Option Deletion: Family and Consumer Science

Specialization

College of Liberal Arts and Sciences, Department of Biological Sciences, Deletion of a Graduate Specialization: Master of Science in Biological Sciences - Specialization in Bioinformatics

Emphasis

College of Liberal Arts and Sciences, School of Public and Global Affairs, Deletion of Emphasis in Public Service

OTHER CHANGES

Degree Changes

By IBHE approval for a RME (3/25/2022), College of Education, Department of Educational Technology, Research, and Assessment, Bachelor of Science in Applied Management emphasis in Instructional Technology, Training, and Evaluation to a standalone degree (Bachelor of Science in Applied Management - Instructional Technology, Training, and Evaluation)

Name Changes

College of Visual and Performing Arts, School of Art and Design, from: Accelerated B.A./J.D. Program in Art History and the College of Law, to: Accelerated B.A./J.D. Program in Art History and Visual Studies and the College of Law

College of Visual and Performing Arts, School of Art and Design, Name change for Bachelor of Arts, from: Art History, to: Art History and Visual Studies

College of Liberal Arts and Sciences, School of Public and Global Affairs, from: Applied Management (B.S.) (School of Public and Global Affairs), to: Public Service Leadership (B.S.) (School of Public and Global Affairs)

College of Visual and Performing Arts, School of Art and Design, Name Change for Degree with Departmental Honors, from: Art History, to: Art History and Visual Studies

College of Visual and Performing Arts, School of Art and Design, Name Change for Minor: from: Art History, to: Art History and Visual Studies

Department Merger

College of Liberal Arts and Sciences, Department of Geographic and Atmospheric Sciences and Geology and Environmental Geosciences, merger of two departments to form one new department: Department of Earth, Atmosphere, and Environment

May 31, 2022 JP

**DEAN OF THE COLLEGE OF ENGINEERING AND ENGINEERING
TECHNOLOGY AND CHAIR, SCHOOL OF NURSING SEARCH UPDATE**

At the December 10, 2020, Board meeting, the Board authorized the President to select executive search firms for the appointment of executive level positions. It was further recommended that the President periodically report back to the Board regarding selection and status of such searches. Further, provisions of Public Act 97-0814 and the Northern Illinois University policy on the use of external search firms approved by the Board of Trustees on May 23, 2013, allow the use of an external search firm for senior level positions when needed.

Dean Donald R. Peterson, Dean of the College of Engineering and Engineering Technology, will be finishing the last year of his appointment in this position. Dr. Susan Caplan resigned as Chair of the School of Nursing effective August 1, 2022. The Office of the Executive Vice President and Provost will be utilizing an executive search firm for each position per the approval of the Board of Trustees as noted. Due to the critical roles and functions that these positions fulfill at the university, there is a justifiable need to use search firms for such positions, per paragraph (2) of the university's policy. The executive search firm will enable NIU to recruit a diverse and experienced pool of candidates. In cases where the Illinois Procurement Higher Education Consortium list has prequalified firms with the appropriate expertise, the list will be used to select the firm. In some cases, there may be additional expertise needed and an RFP for services may be done through the Procurement Office, following the appropriate process and procedure.

NORTHERN ILLINOIS UNIVERSITY POLICY ON THE USE OF EXTERNAL HIRING SEARCH FIRMS

Pursuant to the Northern Illinois University Law, as amended by Illinois Public Act 97-814, it is the policy of Northern Illinois University that charges for the services of an external hiring search firm may not be paid from any source of university funds, except:

- (1) In the hiring of the President of the University, or
- (2) In the case of when the Board of Trustees and the President demonstrate a justifiable need for guidance from an individual or firm with specific expertise in the field of hiring.

In furtherance of this authority, the President may implement this policy through the development of further guidelines and procedures for determining when the use of an external hiring search firm is justified. The Board and/or the President may delegate their respective responsibilities under this policy to appropriate university officials as deemed necessary.

Any NIU hiring department or entity that wishes to utilize the services of an external hiring search firm must make a request to the Office of the President for appropriate review under this policy before engaging the services of such search firm. In determining whether a request qualifies for the justified use of an external hiring search firm, the President will consider the following applicable criteria:

- The nature and scope of the position being filled (e.g., senior level versus non-senior level);
- The nature and scope of the search (e.g., nationwide versus local or regional);
- The university's goals and priorities surrounding the search;
- The availability of personnel, monetary resources and other university resources to dedicate to the search;
- An external search firm's ability to help recruit and screen candidates;
- An external search firm's ability to enhance the quality of a candidate pool;
- An external search firm's ability to help conduct and coordinate the logistics of a search;
- The expertise/specialization of an external search firm in conducting searches
- An external search firm's ability to bring fresh and new perspectives from outside of the university.

Northern Illinois University understands that the determination of whether a search is justified in using the services of an external hiring search firm depends upon the unique circumstances of the search being conducted. The President is not prohibited from considering other factors that may be deemed relevant and important for a search.

Upon completing a review, the President will determine whether justifiable need exists for the selection of an external hiring search firm and shall make a recommendation to the Board of Trustees for final action on the matter at any regular or special meeting of the full Board of Trustees. In its consideration of the matter, the Board will consider the above-referenced applicable criteria, as well as any other factors that may be deemed relevant and important. The Board's decision will be final.

2021-2022 FACULTY EMERITUS RECOGNITION

Universities have a long tradition of granting emeritus status to faculty who retire in good standing. Northern Illinois University has created a regular process for the identification of retirees for whom the emeritus designation is appropriate. A list of ranked faculty who have announced or finalized retirements during the fiscal year is prepared annually by Human Resource Services and reviewed by the Executive Vice President and Provost for presentation to the Board of Trustees. This list includes retirees whose date of retirement falls in the period 7/2/2021 – 7/1/2022. Faculty granted emeritus status after 7/1/2022 will be recognized in August 2023. The University hereby informs the Board of Trustees of the retired faculty members designated as emeritus for FY23.

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

Name	Department	Rank and Special Status	Retirement Date
Ibrahim Abdel-Motaleb	Electrical Engineering	Professor	6/1/2022
Jozef Bujarski	Biological Sciences	Professor, Presidential Research Professor, Distinguished Research Professor	6/1/2022
Judith Chitwood	Theatre & Dance	Professor	7/1/2022
Kathleen Coles	College of Law	Associate Professor	7/1/2022
Gregory Conderman	Special and Early Education	Professor	7/1/2022
Biswa Nath Datta	Mathematical Sciences	Professor, Presidential Research Professor, Distinguished Research Professor	11/17/2021
Shi-Ruei Fang	Family & Consumer Sciences	Professor	8/1/2021
Heidi Fehrenbach	History	Professor, Presidential Research Professor, Distinguished Research Professor, Board of Trustees Professor	6/1/2022
Rao Kilaparti	Engineering Technology	Associate Professor	12/17/2021
Thomas McCann	English	Professor	6/1/2022
Terrence McClellan	Theatre & Dance	Professor	7/1/2022
Jon Miller	Biological Sciences	Professor, Presidential Engagement Professor, Distinguished Engagement Professor	9/1/2021
James Millhorn	Libraries	Associate Professor	1/1/2022
Susan Mini	Physics	Professor	7/1/2022
Said Oucheriah	Engineering Technology	Professor	6/1/2022
Leslie Sassone	Leadership, Educational Psychology and Foundations	Associate Professor	6/1/2022

Denise Schoenbachler	Marketing	Professor	6/1/2022
Andrea Smalley	History	Associate Professor	9/1/2021
Donald Tidrick	Accountancy	Professor	6/1/2022
Toni Van Laarhoven	Special and Early Education	Professor, Presidential Teaching Professor, Distinguished Teaching Professor	3/1/2022
John Wolfskill	Mathematical Sciences	Associate Professor	8/1/2021
James Young	Accountancy	Professor, Presidential Teaching Professor, Distinguished Teaching Professor	1/1/2022

NIU Professor Emeritus Status

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

Policy

The Policy Library states:

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

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

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

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

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

Process

The Policy Library states:

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

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

Recognition

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

Benefits

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

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

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

Agenda Item 8.b.4.
September 15, 2022

Information

SHARED EQUITY LEADERSHIP UPDATE

Vice President for Diversity, Equity and Inclusion and Chief Diversity Officer Vernese Edghill-Walden will present on Shared Equity Leadership.

STATE LEGISLATIVE REPORT

Following the 2022 spring session, legislators returned to their districts to prepare for primary elections that took place on June 28, 2022. In DeKalb, the following candidates will run for office in the November 8, 2022, general election.

STATEWIDE OFFICES

Governor of Illinois

J.B. Pritzker (Incumbent), Democratic Party

Darren Bailey, Republican Party

Attorney General of Illinois

Kwame Raoul (Incumbent), Democratic Party

Thomas DeVore, Republican Party

Illinois Secretary of State

Alexi Giannoulias, Democratic Party

Dan Brady, Republican Party

Illinois Treasurer

Mike Frerichs (Incumbent), Democratic Party

Tom Demmer, Republican Party

Illinois Comptroller

Susana Mendoza (Incumbent), Democratic Party

Shannon Teresi, Republican Party

LOCAL LEGISLATORS

Senate District 38

Sue Rezin (Incumbent), Republican Party - unopposed

House District 76

Lance Yednock (Incumbent), Democratic Party

Jason Haskell, Republican Party

NICCS Update

On July 7, 2022, Governor Pritzker's office notified NIU that the Capitol Development Board had approved including NICCS in their monthly bulletin of projects seeking requests for proposals (RFP). The RFP signals the first step in project construction, and a proposal could be selected as early as October 2022.

Legislative Audit Commission

On April 27, 2022, President Freeman testified before the Legislative Audit Commission. All universities, at one point, must go before the commission to review repeat audit findings. The conversation with the commission spurred the development of justification for legislative relief around certain repeat audit areas. As a result, the following four repeat audit findings were submitted to the Legislative Audit Commission staff for legislative relief.

- Failure to follow time reporting requirements
- Noncompliance with the University Guidelines on Excess Funds - Eliminate the requirement to remit excess funds to the income fund.

- Noncompliance with the University Guidelines on subsidies - Eliminate the requirement to have accounting entities within local funds.
- Inadequate internal controls over contracts.

Legislative action to modify these, and possibly other audit items may be drafted in spring 2023.

Commission on Equitable Public University Funding

Pursuant to Public Act 102-0570, the Commission was created to recommend at a minimum “specific data-driven criteria and approaches to the General Assembly to adequately, equitably, and stably fund public universities in this State and to evaluate existing funding methods.”

Its work is aligned with the state’s new higher education strategic plan, A Thriving Illinois: Higher Education Paths to Equity, Sustainability, and Growth, which outlines the need to invest in higher education in a way that is equitable, stable and sufficient, creating a set of core principles that will be the foundation of any new funding approach. (IBHE, 2022)

By July 1, 2023, the Commission must evaluate the existing funding methods and provide recommendations for specific, data-driven criteria and approaches to adequately, equitably, and stably fund the Illinois public universities.

The Commission has met four times and has established three workgroups: adequacy, resource, and technical modeling. The workgroups will inform the analytical, data, and technical modeling of the Commission’s work.

President Freeman serves on the Commission alongside the other Illinois public university presidents, and she serves on the adequacy workgroup. The charge for the adequacy workgroup is, “evaluating and understanding various issues and concepts of adequacy in postsecondary finance. The workgroup will support the Commission’s work in identifying the components that comprise an adequate and equitable finance structure for universities in context of the legislative charge and definitional concepts developed by the Commission.”

Along with President Freeman, NIU is represented on the Commission by faculty member Simón Weffer.

SPONSORED PROGRAM ADMINISTRATION QUARTERLY REPORT

This report presents sponsored funding information for FY22. Faculty and staff continue to be successful in securing external funding and SPA congratulates them on their achievements. Excluding COVID-19 relief funds, NIU’s sponsored funding portfolio continues to grow. Both the number of sponsored awards and amount of funding are up compared to FY21. Awards are up by 7% (n=367) and total funding by 11% (Figure 1). Including COVID-19 relief funds, total sponsored funding for FY22 is \$48.6M (Table 1). Total sponsored funding includes \$12.2M for Research, \$10.5M for Instruction, and \$25.8M for Other Sponsored Activities.

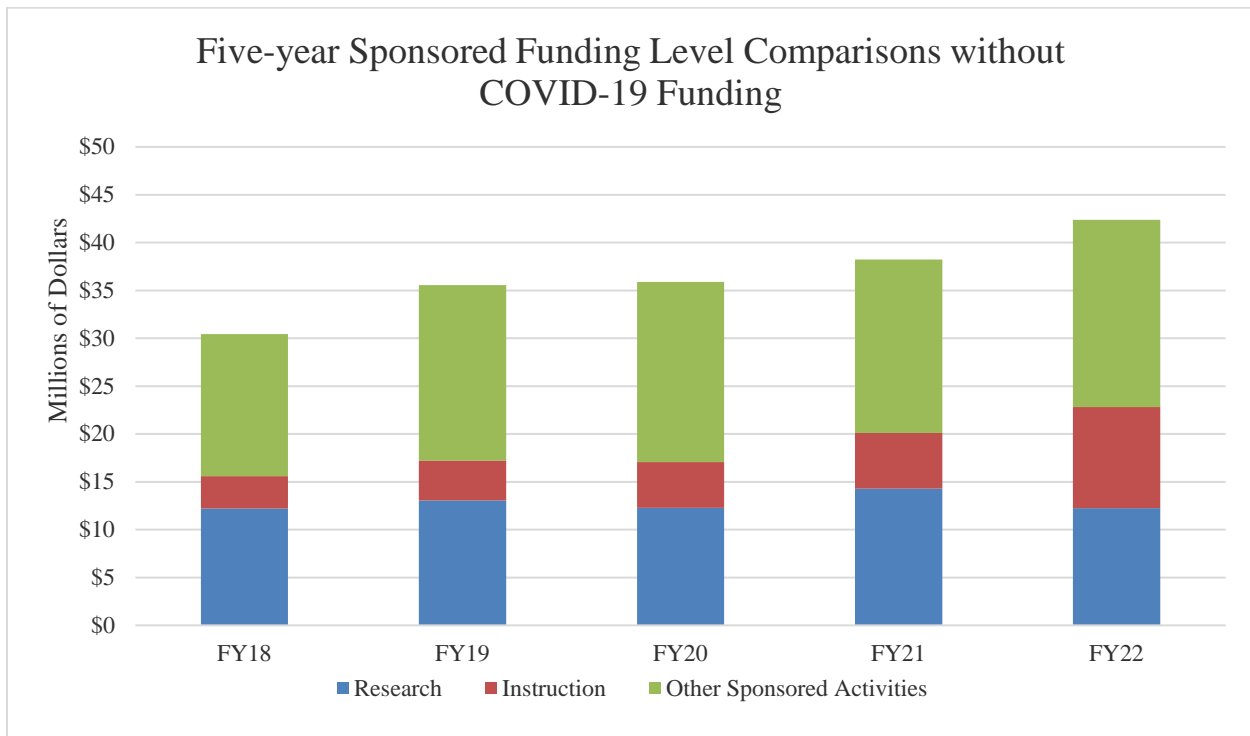


Figure 1

Table 1

Comparisons with COVID-19 Relief Funding			
	FY20	FY21	FY22
Sponsored Funding	\$36,449,284	\$38,230,894	\$42,362,925
Relief Funding*	\$7,538,876	\$41,473,126	\$6,267,756
Total Sponsored Funding	\$43,988,160	\$79,704,020	\$48,630,681

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

Organized Research by Funding Source

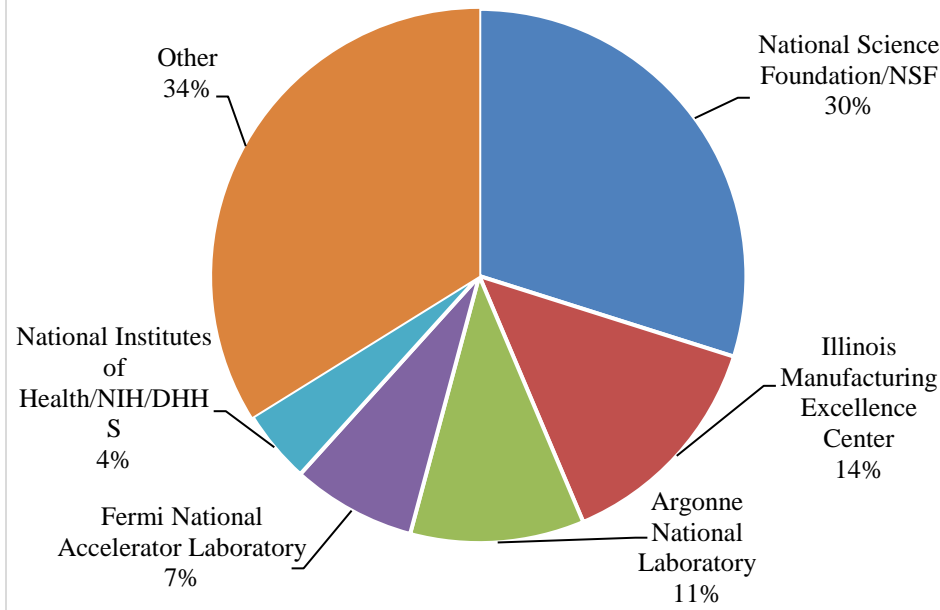


Figure 2

Note: Other category includes agencies contributing 1%-3% of the total. Cumulative information (Q1-Q4) representing the originating fund source

Top research funders for FY22 include the National Science Foundation (NSF), Illinois Manufacturing Excellence Center, Argonne National Laboratory, Fermi National Accelerator Laboratory, and National Institutes of Health (NIH). Together, these funders provided more than half of all research funding this year (Figure 2). The NSF continues to be the largest funder of NIU research. This year, NIU faculty competed and secured fifteen new NSF awards totaling \$2.9M

and obtained continuation funding for six existing awards for \$730K. NSF support this year was predominantly in the life and physical sciences for faculty in the departments of Biology and Biological Sciences, Chemistry and Biochemistry, Computer Science, Earth, Atmosphere and Environment, Mathematical Sciences, and Physics. Notably, this year's NSF awards include funding from two prestigious programs. In Biology and Biological Sciences, funding from the agency's Graduate Research Fellowship Program is providing tuition and research support to enable training and degree completion for a graduate student. In Chemistry and Biochemistry, faculty secured \$341K for research instrumentation through the agency's Major Research Instrumentation (MRI) program to acquire a new high-field Nuclear Magnetic Resonance spectrometer (NMR).

Instruction Programs by Fund Source

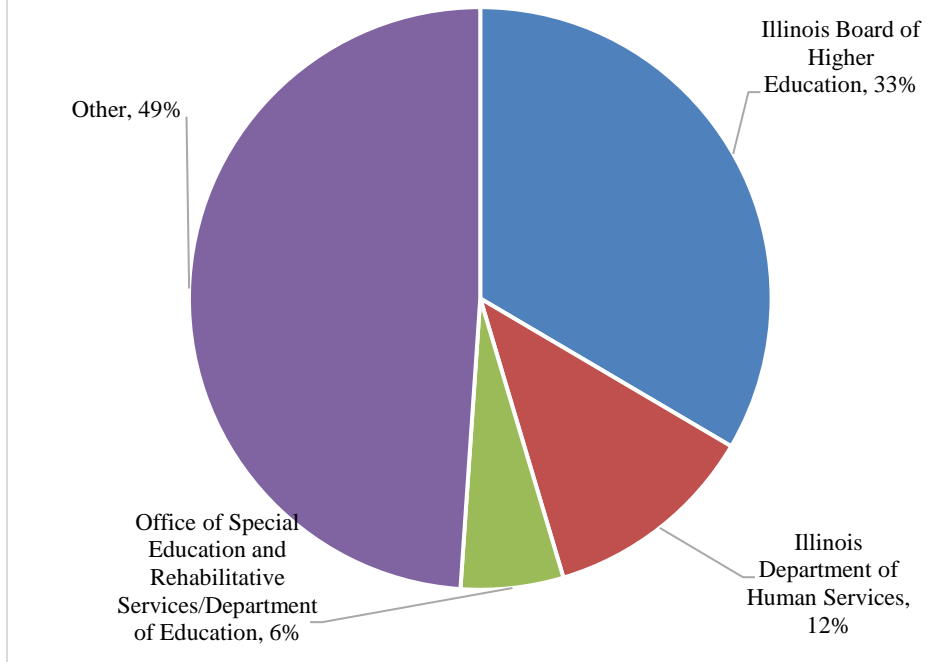


Figure 3

Note: Other category includes agencies contributing 1%-3% of the total. Cumulative information (Q1-Q4) representing the originating fund source

Agencies providing the most support for Instructional programs were the Illinois Board of Higher Education (IBHE) (33%), Illinois Department of Human Services (IDHS) (12%), and Office of Special Education and Rehabilitative Services/Department of Education (USED) (6%) (Figure 3). The funding composition in this category shifted significantly from FY21. Last year, USED and the Illinois State Board of Education (ISBE) provided over a quarter of the funding in this category (16%

and 12%, respectively). This year, \$3.4M in funding from the IBHE secured through the College of Education for the Illinois Tutoring Initiative made the agency the largest funder. IDHS funded two new programs this year to faculty in the College of Health and Human Sciences/School of Interdisciplinary Health Professions to train individuals with a lived experience of mental illness and/or substance abuse disorders to become certified mental health professionals. Other funding in this category is comprised of experiential learning projects, MBA contract courses and various internship and other graduate student training placements.

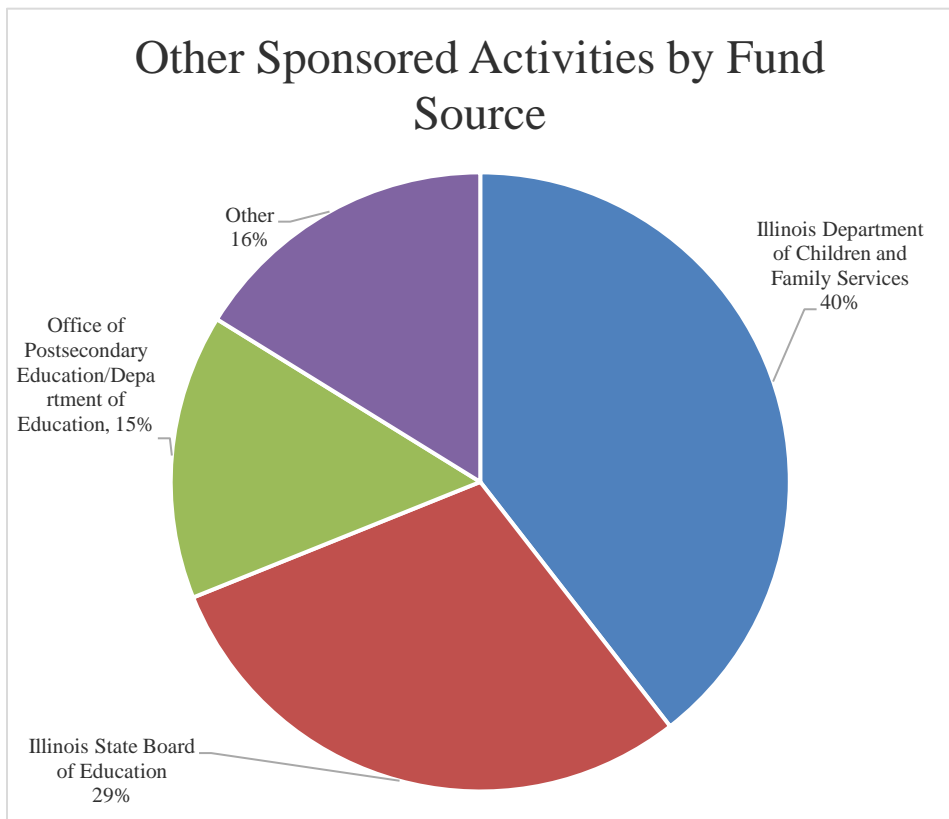


Figure 4
 Note: Other category includes agencies contributing 1%-3% of the total. Cumulative information (Q1-Q4) representing the originating fund source

Major contributors to Other Sponsored Activities were the Illinois Department of Children and Family Services (DCFS) (40%), the Illinois State Board of Education (ISBE) (29%), and the Office of Postsecondary Education/Department of Education (USED) (15%) (Figure 4). This year, NIU received \$10M from DCFS to carry out various important family service programs in coordination with the agency. A new agreement this year authorized \$660k in funding to stand up the

Northern Illinois Simulation and Learning Center within the College of Health and Human Sciences. Funding from ISBE for this category was entirely concentrated in the Division of Outreach, Engagement and Regional Development, namely for programs in the P-20 Center, Illinois Interactive Report Card, and Education Systems Center. Funds from USED provided critical support (\$564K) to NIU’s Precollegiate-Upward Bound program to identify, select, and serve 120 low-income, potential first-generation high school students who lack adequate preparation for higher education and who may need additional academic supports.

Table 2 shows increases and decreases of awards secured by colleges and other university units for the different sponsored activities comparing FY22 relative to FY21. The College of Education, College of Health and Human Sciences, and the Division of Outreach, Engagement, and Regional Development had an increase in the awarded amounts when including COVID-19 funding.

Table 2

College	Organized Research	Instructional Programs	Other Sponsored Activities	Total FY22	Total FY21	% Change
Business	\$0	\$2,103,287	\$0	\$2,103,287	\$2,468,108	-15%
Education	\$387,508	\$4,955,020	\$59,991	\$5,402,519	\$2,426,277	123%
Engineering and Engineering Technology	\$1,053,593	\$126,031	\$40,000	\$1,219,624	\$2,026,655	-40%
Health and Human Sciences	\$305,772	\$1,716,209	\$1,390,419	\$3,412,400	\$2,820,547	21%
Liberal Arts and Sciences	\$8,622,561	\$821,457	\$10,981,567	\$20,425,586	\$19,870,107	3%
Visual and Performing Arts	\$40,981	\$0	\$8,900	\$49,881	\$74,800	-33%
Outreach, Engagement, and Regional Develop.	\$500	\$302,590	\$10,564,476	\$10,867,566	\$7,042,913	54%
Other Academic Units	\$1,849,358	\$513,431	\$282,789	\$2,645,578	\$2,499,871	6%
Other University Units		\$0	\$2,504,241	\$2,504,241	\$40,474,742	-94%
Total	\$12,260,273	\$10,538,025	\$25,832,383	\$48,630,681	\$79,704,020	-39%*

* The overall reduction in funding from FY21 to FY22 is due to the large amount (\$41.5M) of institutional relief funds recorded through SPA last year.

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

BIOLOGICAL SCIENCES

Directorate for Biological Sciences/NSF for "Collaborative Research: RoL: Impacts of Plants and Communities on soil microbial composition and function across phylogenetic scales." Wesley D. Swingley.

Award: \$7,048.00. Cumulative \$408,042.00.

June 01, 2020 - May 31, 2024. (Organized Research) Applied Research.

We will combine sampling in a controlled biodiversity experiment and in the field, exometabolomic plant measurements and manipulations, and machine learning approaches to forecast microbial community structure and function.

Lake County Forest Preserve District for "Ecological Assessment of District Lands 2019-2021." Richard B. King.

Award: \$34,000.00. Cumulative \$203,999.50.

April 01, 2022 - May 15, 2023. (Organized Research) Applied Research.

NIU team will provide wildlife field data collection, analysis of current and historic wildlife and habitat management data, in multiple Lake County Forest preserves.

Lake County Forest Preserve District for "Monitoring and Assessment of Blandings Turtle Populations 2022." Richard B. King.

Award: \$12,000.00.

May 01, 2022 - November 01, 2022. (Organized Research) Applied Research.

The purpose of the project is to continue the long-term monitoring of state endangered Blanding's turtles on properties managed by the county during the 2022 season.

CENTER FOR GOVERNMENT STUDIES

City of North Chicago for "Performance Measures: Part 2 for the City of North Chicago." Gregory T. Kuhn.

Award: \$500.00.

July 01, 2021 - June 30, 2022. (Organized Research) Basic Research.

City of North Chicago for "Performance Measures: Part 1 for the City of North Chicago." Gregory T. Kuhn.

Award: \$500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Village of Glenview for "Governance for Village of Glenview." Gregory T. Kuhn.

Award: \$4,900.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Hanover Township for "Effective Presentations and Public Speaking for Hanover Township." Gregory T. Kuhn.

Award: \$950.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Not-For-Profit Resources, Inc. for "Non-Profit Resource Center (formerly VCMC) Training Series." Gregory T. Kuhn.

Award: \$3,440.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

City of Naperville for "City of Naperville Emerging Leaders Program." Gregory T. Kuhn.

Award: \$18,600.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

City of Lake Forest for "CGS Customized Training Project." Gregory T. Kuhn.

Award: \$3,800.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Village of Niles for "CGS Customized Training Project." Gregory T Kuhn.

Award: \$400.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

CENTER FOR THE STUDY OF FAMILY VIOLENCE AND SEXUAL ASSAULT

Winnebago County for "Evaluating the Therapeutic Intervention Program (TIP) Court and Veterans' Courts." Julie L. Crouch.

Award: \$5,000.00.

May 01, 2022 - September 30, 2022. (Organized Research) Applied Research.

This project will evaluate the Therapeutic Intervention Program (TIP) Court and Veterans' Courts for Winnebago County, through consultation, satisfaction survey monitoring, and data analysis.

CHEMISTRY AND BIOCHEMISTRY

Argonne National Laboratory for "University to Argonne Joint Appointment – Tao Li." Tao Li.

Award: \$21,489.06. Cumulative \$197,624.79.

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

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

Directorate for Mathematics and Physical Sciences/NSF for "Mechanistic and Exploratory Photochemistry with Plane-Polarized Light." Evgueni E. Nesterov.

Award: \$181,902.00.

July 01, 2022 - June 30, 2023. (Organized Research) Basic Research.

The proposal's main focus is on studying control of photochemical reactions in anisotropically aligned photochemically reactive molecules using plane-polarized light.

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

Award: \$63,429.00.

August 16, 2022 - August 15, 2023. (Organized Research) Applied Research.

The objective of this work includes: (1) synthesis of inorganic-organic hybrid electrode; (2) measurement of the structure of the hybrid electrolytes with X-ray technique; and (3) understanding the battery fading mechanism with X-ray technique.

National Science Foundation/NSF for "Fundamental Study of Dopants Effect for Stable Hybrid Perovskite Materials." Tao Xu.

Award: \$238,027.00.

June 30, 2022 - June 30, 2024. (Organized Research) Basic Research.

This project aims to use exotic dopants in hybrid perovskite materials to achieve scientific breakthrough in enhancing stability and in discovering novel optoelectronic properties of these doped perovskite materials.

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

Award: \$15,857.25. Cumulative \$21,143.25.

January 02, 2022 - June 30, 2022. (Organized Research) Applied Research.

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

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

Award: \$5,286.00. Cumulative \$21,143.25.

July 01, 2022 - August 31, 2022. (Organized Research) Applied Research.

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

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

Award: \$15,857.25. Cumulative \$21,143.25.

January 01, 2022 - June 30, 2022. (Organized Research) Applied Research.

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

Argonne National Laboratory for "Fundamental Studies on the Scalable Synthesis of Electrocatalysts under Microfluidics." Yingwen Cheng/Bomin Li.

Award: \$5,286.00. Cumulative \$21,143.25.

July 01, 2022 - August 31, 2022. (Organized Research) Applied Research.

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

Argonne National Laboratory for "Fundamental Studies on the Scalable Synthesis of Electrocatalysts under Microfluidics." Yingwen Cheng/Bomin Li.

Award: \$15,857.25. Cumulative \$21,143.25.

January 02, 2022 - June 30, 2022. (Organized Research) Applied Research.

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

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

Award: \$5,286.00. Cumulative \$21,143.25.

July 01, 2022 - August 31, 2022. (Organized Research) Applied Research.

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

electrocatalysts.

CHILD DEVELOPMENT AND FAMILY CENTER

Illinois Network of Child Care Resource & Referral Agencies for "Child Care Workforce Bonus." Kristin E. Schulz.

Award: \$56,760.00.

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

These funds will be used to provide bonuses to Child Development and Family Center staff.

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

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

January 01, 2022 - June 30, 2022. (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 BUSINESS

Crown Castle for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Elkay Manufacturing for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Alive Center NFP for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Northwest Housing Partnership for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

OSM Worldwide for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Stryker Orthopedics for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Woof Beach for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Bartlett Public Library District for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Xced Aviation Services for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Jersey Mike's Subs for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Smalley Steel Ring Company Inc. for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Old Elk Distillery for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Teoresi, Inc. for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School Health Corporation for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Creative Circle for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Muntons Malted Ingredients for "One-Year MBA Contract Courses (Chicago)." Anthony W. Preston.

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Mitsubishi Logisnext Americas for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

P & P Artec for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$8,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

LKQ Heavy Truck for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$8,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Lakeshore Recycling Systems for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$10,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Chocolaterie Stam for "Experiential Learning Center Corporate Project." Daewoo Park.

Award: \$10,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$10,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

City of Aurora for "Business in Action Corporate Project." Daewoo Park.

Award: \$1,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Unidata Program Center (UPC) for "Business in Action Corporate Project." Daewoo Park.

Award: \$1,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Edward-Elmhurst Healthcare for "One-Year MBA Contract Courses (Schaumburg)." Anthony W. Preston.

Award: \$28,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Burr Ridge Professional Car Care for "One-Year MBA Contract Courses (Chicago)." Anthony W. Preston.

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Hydra-Stop LLC for "One-Year MBA Contract Courses (Chicago)." Anthony W. Preston.

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Goose Island Brewing Co. for "One-Year MBA Contract Courses (Chicago)." Anthony W. Preston.

Award: \$39,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

The Nook 2 Daycare for "One-Year MBA Contract Courses (Chicago)." Anthony W. Preston.
Award: \$39,000.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

GymWisely, Inc. for "One-Year MBA Contract Courses (Chicago)." Anthony W. Preston.
Award: \$31,800.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Boost Mobile for "One-Year MBA Contract Courses (Chicago)." Anthony W. Preston.
Award: \$39,000.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Northwestern Medicine for "One-Year MBA Contract Courses (Hoffman Estates)." Anthony W. Preston.
Award: \$16,250.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Northwestern University for "Executive MBA Contract Courses." Anthony W. Preston.
Award: \$28,024.39.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Oakton Community College for "Executive MBA Contract Courses." Anthony W. Preston.
Award: \$28,024.39.
July 01, 2021 - June 30, 2022. (Instructional Programs).

City of Chicago for "Executive MBA Contract Courses." Anthony W. Preston.
Award: \$28,024.39.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Nestle Brands Company for "Executive MBA Contract Courses." Anthony W. Preston.
Award: \$28,024.39.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Discover Financial Services for "Executive MBA Contract Courses." Anthony W. Preston.
Award: \$28,024.39.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Calamos Investments for "Executive MBA Contract Courses." Anthony W. Preston.
Award: \$28,024.39.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Berry Global for "Executive MBA Contract Courses." Anthony W. Preston.
Award: \$28,024.39.
July 01, 2021 - June 30, 2022. (Instructional Programs).

UniFirst Corporate Accounts for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$28,024.39.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$10,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$28,024.39.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Midwest Groundcovers for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

CliftonLarsonAllen for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

USG Chicago for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Debt Pay Gateway for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

ARBA Technology for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

CNA Financial Corporation for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

The Suter Company for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Advocate Aurora Health Inc. for "Executive MBA Contract Courses." Anthony W. Preston.

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$29,795.46.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$28,024.39.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Lakeshore Recycling Systems for "Executive MBA Contract Courses x 3." Anthony W. Preston.

Award: \$85,844.24.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$28,024.39.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$28,024.39.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Anthony W. Preston.

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

COLLEGE OF ENGINEERING AND ENGINEERING TECHNOLOGY

Jet Propulsion Laboratory/NASA for "Wireless Sensor Network Ground Testing: Carbon Dioxide Sensor Array Project (Senior Design)." Donald R. Peterson/Mansour Tahernejhadi.

Award: \$10,800.00.

May 23, 2022 - May 22, 2023. (Organized Research) Applied Research.

Senior Design project related to wireless sensor network ground testing.

COMPUTER SCIENCE

Argonne National Laboratory for "University to Argonne Joint Appointment - Brian Toonen." Nicholas T. Karonis/Joseph Insley/Michael E. Papka.

Award: \$197,280.92.

July 01, 2022 - June 30, 2023. (Organized Research) IPA or Joint Appointment.

Funds are being used to support a joint appointment between NIU and Argonne National Laboratory for Mr. Brian Toonen.

CONTINUING PROFESSIONAL EDUCATION

Metra for "PMP Certificate Prep." Pettee Guerrero.

Award: \$16,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Metra for "Project Management Training." Pettee Guerrero.

Award: \$204,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Joseph T. Ryerson & Sons, Inc. for "OSHA Course #7115." Pettee Guerrero.

Award: \$7,250.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Joseph T. Ryerson & Sons, Inc. for "OSHA Course #511." Pettee Guerrero.

Award: \$8,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Fincantieri Marine Group for "OSHA Course #5402." Pettee Guerrero.

Award: \$1,750.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Chicago Housing Authority for "SHRM Certificate Prep." Pettee Guerrero.

Award: \$31,200.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Tate & Lyle for "OSHA Contract Course #7505." Pettee Guerrero.

Award: \$1,600.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

COUNSELING AND HIGHER EDUCATION

NASPA - Student Affairs Administrators in Higher Education for "What Drove Them to Leave?: Exploring Student Affairs Professionals Experiences That Led Them to Leave the Field During the COVID-19 Pandemic." Gudrun Nyunt.

Award: \$4,164.00.

March 01, 2022 - June 30, 2023. (Organized Research) Applied Research.

The purpose of the project is to investigate reasons and experiences that led individuals to leave the field of student affairs during the COVID-19 pandemic.

School District #280, Mendota for "Addressing Compassion Fatigue and Coping with Burnout." Suzanne E. Degges-White.

Award: \$5,142.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

CURRICULUM AND INSTRUCTION

School District #145, Freeport Public Schools for "Professional Development Session." Laura R. Hedin.

Award: \$8,070.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #46, Elgin for "ELS/Bilingual Endorsement." Sally R. Blake.

Award: \$112,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$88,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #131, East Aurora for "Understanding Child Development and Bilingual Language Development." John Evar Strid.

Award: \$2,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #131, East Aurora for "Bridging the Two Languages." Mariana A. Ricklefs.

Award: \$2,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #131, East Aurora for "Literacy in Two Languages: Strategies that Work Towards Biliteracy." David G. Nieto.

Award: \$2,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #131, East Aurora for "How do I View my Students? Perspective is the Key." James A. Cohen.

Award: \$2,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Commission for Educational Exchange between Uruguay and the United States of America (Fulbright Uruguay) for "Uruguay Fulbright Educational Conference." James A. Cohen.

Award: \$66,740.07.

July 01, 2021 - June 30, 2022. (Instructional Programs).

EARTH, ATMOSPHERE AND ENVIRONMENT

Louisiana State University for "Planning a Flood Resilient Future for New Orleans, LA." Alex M. Haberlie.

Award: \$13,055.00. Cumulative \$25,729.00.

September 01, 2022 - August 31, 2023. (Organized Research) Applied Research.

The work will examine if certain regions of New Orleans have a higher risk of flooding. Remote sensing datasets and analyses will be used to identify rainfall hot spots around New Orleans to help inform interested parties about increased flooding risk.

Directorate for Geosciences/NSF for "Collaborative Research: Testing the Linchpin of WAIS Collapse with Diatoms and IRD in Pleistocene and Late Pliocene Strata of the Resolution Drift, Amundsen Sea, Antarctica." Reed P. Scherer.

Award: \$54,091.00. Cumulative \$324,889.00.

June 01, 2020 - May 31, 2024. (Organized Research) Applied Research.

The study will contribute answers to urgent questions about the background rates of ice sheet-ocean change in West Antarctica that must be answered in order to contextualize the physical basis of contemporary change and develop a societal response.

EDUCATIONAL TECHNOLOGY, RESEARCH AND ASSESSMENT

School District #187, North Chicago for "Technology Specialist Endorsement." Wei-Chen Hung.

Award: \$54,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

ELECTRICAL ENGINEERING

National Institutes of Health/NIH/DHHS for "Evaluation of Micro-epidermal Actuators on Flexible Substrate for Noninvasive, Pediatric-friendly Conductive Hearing Aid." Mohammad

Moghimi.

Award: \$144,592.00. Cumulative \$285,195.00.

April 01, 2022 – March 31, 2023. (Organized Research) Applied Research.

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

Illinois Manufacturing Excellence Center for “Development of a Remote Hands-On Graduate Course on Microprocessors, Sensors, and Control Systems for Working Engineers.” Benedito J. Fonseca.

Award: \$19,081.04.

June 01, 2022 – November 30, 2022. (Instructional Programs).

The goal is to develop a hands-on graduate-level course for working engineers that allow them to not only learn theoretical concepts remotely, but also experiment with them remotely.

Jet Propulsion Laboratory/NASA for “Improving NIU-JPL method to Perform Surveys for Methane Gas Leaks Using Unmanned Aerial Vehicles.” Benedito J. Fonseca/Mansour Tahernezehadi.

Award: \$57,445.35.

May 15, 2022 - April 20, 2023. (Organized Research) Applied Research.

This project will fund a master student as part of the Engineering-In-Residence (EIR) program of NIU to the Jet Propulsion Laboratory at NASA to use machine learning to develop natural gas upwind survey regions.

ENVIRONMENTAL STUDIES

Institute of International Education for "Visiting Scholar." Melissa E. Lenczewski.

Award: \$25,000.00.

May 12, 2022 - May 11, 2023. (Organized Research) Applied Research.

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

FAMILY AND CONSUMER SCIENCES

Illinois Department of Children and Family Services for "Northern Region Simulation and Learning Center." Thomas W. Pavkov.

Award: \$661,452.00.

July 01, 2021 - June 30, 2022. (Other Sponsored Activities) Public Service.

This funding establishes a Northern Region Simulation and Learning Center in collaboration with DCFS.

Illinois Network of Child Care Resource & Referral Agencies for "Gateways Infant Toddler Credential Module Pilot." Melissa Cluca Walter/Susan P. Bowers.

Award: \$57,168.00.

April 21, 2022 - December 30, 2022. (Instructional Programs).

NIU will pilot six of the Gateways Infant Toddler credential modules embedded within three existing Child Development courses during the Summer 2022 semester. It is anticipated that the

modules will be piloted to approximately 50 students.

Illinois Network of Child Care Resource & Referral Agencies for "Development of Alternative Pathways to the Illinois Director Credential through Competency-Based Online Modules."
Melissa Cluca Walter/Susan P. Bowers/Florensia F. Surjadi.

Award: \$45,000.00.

April 21, 2022 - December 30, 2022. (Instructional Programs).

NIU Child Development faculty will work collaboratively with four other institutions of higher education to write 40 competency-based online learning modules aligned to the Gateways Illinois Directors Credential.

FOREIGN LANGUAGE AND LITERATURE

Office of Postsecondary Education/Department of Education for "The Philippines Coffee and Carabao Culture and Language: Tagalog Language Immersion in Northern and Southern Rural Philippines."
Rhodalyne Q. Gallo-Crail/Eric A. Jones.

Award: \$199,780.00.

June 01, 2022 - June 01, 2024. (Other Sponsored Activities) Other.

This project is an 8-week in-country language and cultural immersion for NIU and community college students to increase cultural and linguistic proficiency, integrate Philippine topics into curriculum and build an international network for collaborations.

GRADUATE SCHOOL

Waubonsee Community College for "Graduate Student Placements at Waubonsee Community College."
Kerry K. Wilks.

Award: \$1,669.00. Cumulative \$114,124.60.

June 01, 2022 - June 30, 2022. (Instructional Programs).

This project provides three Graduate Assistants to Waubonsee Community College to work under the Dean of Students in the areas of Student Affairs (two students), and the under the Athletics Manager to work with the Athletics Trainer (one student).

Waubonsee Community College for "Graduate Student Placements at Waubonsee Community College."
Kerry K. Wilks.

Award: \$860.00. Cumulative \$49,841.00.

May 16, 2022 - May 15, 2023. (Instructional Programs).

This project provides three Graduate Assistants to Waubonsee Community College to work under the Dean of Students in the areas of Student Affairs (two students), and the under the Athletics Manager to work with the Athletics Trainer (one student).

HISTORY

Freie Universitat Berlin for "Visiting Research Fellowship, DFG Kolleg-Forschungsgruppe."
Damian M Fernandez.

Award: \$18,296.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

American Academy in Berlin for "Berlin Prize."
Damian M. Fernandez.

Award: \$20,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

American Association for the History of Nursing, Inc. for "2022 American Association for the History of Nursing Grant." LeNie Adolphson.

Award: \$3,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Stiftung Mercator for "Mercator Fellowship." Valerie L. Garver.

Award: \$8,450.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Manuscript Society for "2022 Richard Maass Research Grant." LeNie Adolphson.

Award: \$5,000.00.

July 01, 2021 - June 30, 2022. (Organized Research) Basic Research.

INDUSTRIAL AND SYSTEMS ENGINEERING

Motorola Solutions for "Developing a Material Flow Process for a Future Automated Line." Christine V. Nguyen.

Award: \$7,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Richard Wolf Medical Instruments Corporation for "Improving Traceability by Implementing a Barcode Scanning System." Purushothaman Damodaran.

Award: \$7,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Six-Sigma for "Lean Six Sigma Yellow, Green & Black Belt Workshops." Purushothaman Damodaran.

Award: \$54,450.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

SKF USA Inc. for "SKF Seal Warranty Process Improvement." Christine V. Nguyen.

Award: \$7,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Aurora Specialty Textiles Group, Inc. for "Improving Space Utilization and Material Flow in Chemical Mixing Area." Christine V. Nguyen.

Award: \$7,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Americold for "Dock Optimization Project at Americold featuring ASRS and Conventional Frozen Food Storage." Christine V. Nguyen.

Award: \$7,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Aurora Specialty Textiles Group, Inc. for "An Ergonomic Analysis for Preparation of Textile Rolls into Cold Pad Area." Christine V. Nguyen.

Award: \$7,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Motorola Solutions for "Designing a Cart for Push Part Transport and a Pick-to-Light System for Accessories." Christine V. Nguyen/Niechen Chen.

Award: \$7,500.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Chalmers St. Consulting for "Developing Processes and Standards for Fleet Management Operations." Ziteng Wang/Christine V. Nguyen.

Award: \$49,669.08.

June 27, 2022 - November 26, 2022. (Organized Research) Applied Research.

This project will help a fleet management company to understand, standardize, and improve their operations.

National Institute for Occupational Safety & Health/CDC/DHHS for "Pilot Testing of Exoskeleton Applications in Patient Handling Tasks." Jaejin Hwang.

Award: \$24,000.00.

August 01, 2021 - March 31, 2022. (Organized Research) Testing/Evaluation.

Funds are requested to test exoskeleton applications in patient handling tasks.

LEADERSHIP, EDUCATIONAL PSYCHOLOGY AND FOUNDATIONS

Commission for Educational Exchange between Uruguay and the United States of America (Fulbright Uruguay) for "Uruguay Fulbright Educational Conference." Stephen J. Tonks.

Award: \$66,740.08.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #205, Rockford for "M.S.Ed. in Educational Administration." Carolyn J. Plum.

Award: \$120,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Illinois Association of School Business Officials for "M.S.Ed. in School Business Management." Carolyn J. Plum.

Award: \$353,099.98.

July 01, 2021 - June 30, 2022. (Instructional Programs).

MATHEMATICAL SCIENCES

National Science Foundation/NSF for "Collaborative Research: Dynamical Sampling on Graphs: Mathematical Framework and Algorithms." Ilya A. Krishtal.

Award: \$182,637.00.

July 01, 2022 - June 30, 2025. (Organized Research) Applied Research.

The PIs will solve several inverse problems such as the recovery of an initial state, an evolution

operator, and/or a forcing source term of a dynamical system from space-time samples on graphs.

Institute of International Education for "Fulbright-Colombia." Ricela Feliciano.

Award: \$12,600.00.

August 01, 2022 - July 31, 2023. (Organized Research) Basic Research.

Fulbright U.S. Scholar Program.

MECHANICAL ENGINEERING

Argonne National Laboratory for "Renewal: Modeling Support to Advance the Performance of Next-generation Batteries at Argonne." Kyu Taek Cho.

Award: \$16,238.00.

April 16, 2022 - April 15, 2023. (Organized Research) Basic Research.

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

Milwaukee Tool for "Evaluation of vibration reducing gloves and materials (Phases 2 and 3)." Donald R. Peterson/Simon Kudernatsch.

Award: \$37,341.93.

April 01, 2022 - June 15, 2022. (Organized Research) Applied Research.

The goal is to evaluate vibration reducing gloves and resilient materials in accordance with ISO 10819 international standard.

NORTHERN PUBLIC RADIO

Illinois Arts Council for "WNIU-FM PRTV Operating Grant Summer 2022." Staci Hoste.

Award: \$10,390.00.

June 20, 2022 - August 31, 2022. (Other Sponsored Activities) Other.

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

P-20 CENTER

Illinois State Board of Education for "FY22 Summer Migrant Education Program." Susana A. Das Neves.

Award: \$115,460.00.

April 01, 2022 - March 31, 2023. (Other Sponsored Activities) Public Service.

Summer school for eligible migrant children from ages 3-15 including reading, math, writing, art, music, PE. High school and out of school youth tutoring as needed.

PHYSICS

National Science Foundation/NSF for "Searches for New Phenomena in the Higgs Sector at the LHC." Jahred A. Adelman/Dhiman Chakraborty.

Award: \$400,000.00. Cumulative \$650,000.00.

August 15, 2022 - July 31, 2024. (Organized Research) Applied Research.

Funds are requested to search for physics beyond the Standard Model using the ATLAS detector at the Large Hadron Collider.

Argonne National Laboratory for "Advanced Characterization of Sustainable Cathode Oxides - GRA Support." Yasuo Ito.

Award: \$41,832.00.

May 16, 2022 - May 15, 2023. (Organized Research) Basic Research.

The purpose of funding for this project involves education and training of the candidate in advanced microscopy techniques in parallel with characterization of novel, cathode-oxide materials. The work will directly follow and support DOE project goals.

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

Award: \$121,134.00. Cumulative \$650,821.00.

August 01, 2022 - December 31, 2023. (Organized Research) Applied Research.

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

State University of New York at Stony Brook for "U.S. ATLAS Operations: Discovery and Measurement at the Energy Frontier." Jahred A. Adelman.

Award: \$38,126.00.

February 01, 2022 - January 31, 2027. (Organized Research) Applied Research.

Funding for a postdoc to support a new shared Tier-3 computing facility for US ATLAS at U. Chicago. The postdoc will aid users in starting up on the new system, help to debug and trouble-shoot problems and document best practices.

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

Award: \$64,853.91. Cumulative \$714,510.49.

September 16, 2021 - September 15, 2022. (Other Sponsored Activities) IPA or Joint Appointment.

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

State University of New York at Stony Brook for "US ATLAS Operations." Jahred A. Adelman.

Award: \$151,317.00.

February 01, 2022 - January 31, 2027. (Organized Research) Applied Research.

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

Argonne National Laboratory for "University to Argonne Joint Appointment - Zhili Xiao." Zhili Xiao.

Award: \$64,740.54. Cumulative \$362,389.70.

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

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

Office of Science/Department of Energy for "Innovative High-Frequency Structures for High-Gradient Wakefield Acceleration." Xueying Lu.

Award: \$165,000.00. Cumulative \$273,000.00.

August 01, 2022 - July 31, 2023. (Organized Research) Applied Research.

This program will explore a set of new research directions to demonstrate the full potential of structure-based wakefield acceleration at high frequencies with high gradients.

Argonne National Laboratory for "University to Argonne Joint Appointment - Xueying Lu. AY 20-21." Xueying Lu.

Award: \$19,887.39. Cumulative \$157,732.03.

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

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

Argonne National Laboratory for "University to Argonne Joint Appointment - Xueying Lu. AY 20-21." Xueying Lu.

Award: \$1,757.91. Cumulative \$157,732.03.

March 01, 2022 - May 15, 2022. (Organized Research) IPA or Joint Appointment.

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

Argonne National Laboratory for "Research on Dynamic Critical Phenomena in Liquid-Liquid Extraction Systems Observed by X-ray Photon Correlation Spectroscopy." Jyotsana Lal/Laurence B Lurio.

Award: \$50,000.00.

June 01, 2022 - August 31, 2022. (Organized Research) Basic Research.

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

PRECOLLEGIATE-UPWARD BOUND

Department of Education for "Northern Illinois University Upward Bound Program." Felicia R. Bohanon.

Award: \$564,041.00.

June 01, 2022 - May 31, 2023. (Other Sponsored Activities) Public Service.

Funds will be used to identify, select, and serve 120 low-income, potential first-generation high school students who lack the adequate preparation and need academic support.

PSYCHOLOGY

Kreider Services, Inc. for "Psychology Externship." Amanda M. Durik.

Award: \$37,080.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

National Association of School Psychologists for "Psychology Externship." Amanda M. Durik.
Award: \$6,952.50.
July 01, 2021 - June 30, 2022. (Instructional Programs).

DeKalb County Probation for "Psychology Externship." Amanda M. Durik.
Award: \$23,239.92.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Dirksen Center for Neuropsychology for "Psychology Externship." Amanda M. Durik.
Award: \$18,540.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Konick and Associates for "Psychology Externship." Amanda M. Durik.
Award: \$37,080.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Susan Myket, Ph.D. & Associates for "Psychology Externship." Amanda M. Durik.
Award: \$37,080.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Northwestern Medicine Ben Gordon Center for "Psychology Externship." Amanda M. Durik.
Award: \$23,940.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

OakHeart Center for Counseling Mediation & Consultation for "Psychology Externship." Amanda M. Durik.
Award: \$18,540.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

The OCD & Anxiety Center for "Psychology Externship." Amanda M. Durik.
Award: \$37,080.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Pediatric Consultation Center & Associates for "Psychology Externship." Amanda M. Durik.
Award: \$18,540.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Sheltered Village, Inc. for "Psychology Externship." Amanda M. Durik.
Award: \$22,500.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

Anthony Tucci, Ph.D., LLC for "Psychology Externship." Amanda M. Durik.
Award: \$18,540.00.
July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #101, Batavia for "Psychology Externship." Amanda M. Durik.

Award: \$14,677.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #428, DeKalb Community Unit for "Psychology Externship." Amanda M. Durik.

Award: \$19,427.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #425, Indian Creek for "Psychology Externship." Amanda M. Durik.

Award: \$19,427.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #303, St. Charles for "Psychology Externship." Amanda M. Durik.

Award: \$48,568.75.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$12,300.00. Cumulative \$54,525.24.

September 01, 2021 - August 31, 2022. (Organized Research) Applied Research.

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

School District #203, Naperville for "Psychology Externship." Amanda M. Durik.

Award: \$19,427.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

PUBLIC ADMINISTRATION

DeKalb County Economic Development Corporation for "MPA Internships." Kurt M. Thurmaier.

Award: \$10,342.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,222.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Illinois Department of Commerce and Economic Opportunity for "The Broadband Regional Engagement for Adoption and Digital Equity (READY)." Thomas S. Skuzinski/Gregory T. Kuhn/Jaime L. Schumacher.

Award: \$49,666.98.

January 01, 2022 - December 31, 2022. (Other Sponsored Activities) Public Service.

NIU-CSU collaboration centers public libraries & university students as critical intermediaries in addressing the digital divide in northeastern IL. Includes: digital navigator pilot; strategic plan; prototype geographic information system (GIS).

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

Award: \$16,222.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,222.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$16,222.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

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

Award: \$11,932.50.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Village of Coal City for "MPA Internships." Kurt M. Thurmaier.

Award: \$13,905.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

REGIONAL TECHNOLOGY SERVICES

Blue Agilis for "Sales and Service Contract." Lisa Kaye Bergeron.

Award: \$40,800.00.

July 01, 2021 - June 30, 2022. (Other Sponsored Activities) Other.

SCHOOL OF INTERDISCIPLINARY HEALTH PROFESSIONS

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

Award: \$1,046,666.00.

July 01, 2022 - June 30, 2023. (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 ART AND DESIGN

American Philosophical Society for "Ethnicity in the Roman Empire: Archaeological Approaches." Sinclair W. Bell.

Award: \$6,000.00.

May 15, 2022 - June 15, 2022. (Organized Research) Applied Research.

This project will allow the PI to conduct field research necessary for realizing his book project, *Ethnicity in the Roman Empire: Archaeological Approaches*, which explore ethnicity in the Roman world through material culture.

SCHOOL OF HEALTH STUDIES

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

Award: \$42,184.00.

September 01, 2021 - June 30, 2022. (Organized Research) Applied Research.

The project involves implementing the data collection, analysis and manuscript writing of qualitative evaluation, and creating the plan for at least one other one.

SPECIAL AND EARLY EDUCATION

School District #205, Rockford for "Endorsement (LEAP)." Laura R. Hedin.

Award: \$112,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

Little City Foundation for "Specialization in Behavior Analysis." Laura R. Hedin.

Award: \$100,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

School District #46, Elgin for "B.S.Ed.-LBS1 (LEAP) Cohort 1." Laura R. Hedin.

Award: \$96,000.00.

July 01, 2021 - June 30, 2022. (Instructional Programs).

UNIVERSITY LIBRARIES

National Endowment for the Humanities/National Foundation on the Arts and Humanities for "Digital POWRR Professional Development Institutes for Digital Preservation." Jaime L. Schumacher.

Award: \$348,900.00.

March 01, 2022 - February 28, 2025. (Instructional Programs).

The proposed project will support efforts to preserve and improve access to humanities collections by planning and presenting five professional development events, each instructing thirty practitioners and lasting 2.5 days.

MARKETING AND COMMUNICATIONS

Illinois Board of Higher Education for "Illinois Common Application." Sol D. Jensen.

Award: \$107,570.00.

July 01, 2021 - June 30, 2022. (Other Sponsored Activities) Other.

Funds will be used to support NIU's implementation and membership in the Common App.

FISCAL YEAR 2021 AUDIT AND FINANCIAL RESULTS

Financial Audit Results for the Year Ended June 30, 2021

The university's financial statement audit for the year ended June 30, 2021 was completed and released by the Office of the Auditor General on Wednesday, May 18, 2022. The university received an unmodified audit opinion, which is the best possible outcome. Financial audit fieldwork was substantially complete as of December 2021. However, the release of the FY21 financial audit was significantly delayed due to statewide census data testing procedures related to the State University Retirement System (SURS) and other post-employment benefit (OPEB) plans. As a result of this testing, all public universities in Illinois received a repeat audit finding related to internal controls over SURS and Central Management Services (CMS) census data. This finding is noted in the auditor's report on internal control over financial reporting and on compliance and other matters performed in accordance with Government Auditing Standards for the fiscal year ended June 30, 2021. No other findings were noted in this report.

Financial Results for the Year Ended June 30, 2021

The university's net position decreased from \$129.8M in FY20 to \$120.8M in FY21, a decrease of \$9M.

The university's working capital, a measure of the university's ability to meet its short-term obligations, decreased from \$19.9M in FY20 to \$7.4M in FY21. The resulting working capital ratio decreased from 1.32 in FY20 to 1.12 in FY21. The decrease in working capital and the working capital ratio is primarily due to a decrease in cash and investments as a result of the impacts of COVID-19. The university's FY21 working capital ratio of 1.12 fell just below the target working capital ratio range of 1.20 to 2.00. The university's FY22 working capital is expected to fall within the target range as a result of the infusion of cash from federal relief aid and a 5% supplemental state appropriation, coupled with campus efforts to reduce and delay spending to focus on mission-critical work during the fiscal year.

The university's long-term debt payable decreased from \$337.2M in FY20 to \$328M in FY21, a decrease of \$9.2M. The decrease of \$9.2M is due to repayment of principal in FY21 on the refinanced revenue bonds and other long-term debt.

Compliance Examination Results for the Year Ended June 30, 2021

The university's compliance examination for the year ended June 30, 2021 was completed and released by the Office of the Auditor General on Wednesday, June 29, 2022. The university received an unmodified opinion on its Report on State Compliance, on Internal Control Over Compliance, and on Supplementary Information for State Compliance Purposes. Additionally, the university received an unmodified opinion on its Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance.

The Summary of Findings reported a total of 18 findings for the year ended June 30, 2021 compared to 16 findings for the year ended June 30, 2020. Audit findings are reported and classified into two categories as either a material weakness or significant deficiency. A material weakness is the most severe type of audit finding. A significant deficiency is less severe than a material weakness, yet still considered important enough to merit attention in the report.

Of the 18 findings in the current year, one was classified as a material weakness and the remaining 17 were classified as significant deficiencies. Two of the prior year findings were implemented and not repeated in the current year report. Summary information in support of the 18 findings, as defined by the auditors are included in the following item, Fiscal Year 2021 External Audit Corrective Action Plans Update, Agenda Item 7.b.

FISCAL YEAR 2021 EXTERNAL AUDIT CORRECTIVE ACTION PLANS UPDATE

As a result of FY21 audit findings, the university developed formal corrective action plans intended to strengthen internal controls and address each audit recommendation as described in the FY21 Examination. There were 18 total material audit findings, of which 14 were repeated from the prior year. The total number of findings increased by two compared to the prior year. The average number of findings received for all nine Illinois public institutions was 14. The University's FY21 compliance report contains a full description of each audit finding's condition, associated risk, auditor recommendation, and management response. The FY21 compliance report can be found at <http://www.auditor.illinois.gov/Audit-Reports/Compliance-Agency-List/NIU/FY21-NIU-Comp-Full.pdf>.

Management has engaged Internal Audit to test the status of corrective action plans, which plays a critical role in tracking progress to date. Testing for FY21 corrective action plans could not be completed prior to this report due to the late release of the FY21 Financial and Compliance Audit reports. However, management has identified those corrective action plans that will be prioritized during this fiscal year for full implementation and will be tested by Internal Audit, as follows:

1. Inadequate Internal Controls over Census Data
2. Inadequate Controls over Employee Terminations
3. Inadequate Controls of Property and Equipment
4. Lack of Annual Employee Trainings
5. Inadequate Controls over Procurement Card Use

Responsible Officers have provided status updates on corrective action steps taken during FY22 to address material audit findings. This information helped inform the status update provided here. As noted in the chart below, corrective action plans have been fully implemented, partially implemented where significant progress has been made towards full implementation, or not implemented where corrective action has not begun. This status update on corrective actions is current as of July 2022.

The FY21 audit findings have been categorized into three primary categories based on common factors:

1. **Review and update policies and procedures:** In several instances, the corrective action to correct the condition requires improved alignment between university policies, practices, workflow, and institutional deadlines in order to support successful corrective action. For these findings, the university will review and update policies and procedures that need to be transformed, simplified, or eliminated to implement appropriate corrective action.
2. **Campus-wide administrative efficiency:** Compliance is being enhanced through actions associated with our campus-wide initiative to automate manual processes and leverage electronic solutions to reduce processing time and data entry errors. These efforts will also help advance the mission and operation of the university, provide a positive impact to students, faculty and staff, and make the best use of university resources.
3. **Legislative Relief:** There are three audit findings where the university seeks legislative change as the corrective action to the audit finding. The University believes the

requirements are not practical. NIU is leading efforts with the other Illinois public institutions to provide a set of recommendations to the Legislative Audit Commission to remove requirements that do not serve the public or common good.

FY21 FINDINGS AND CORRECTIVE ACTION STATUS

Finding Number and Type	Description of Finding	Status	Category	Responsible Area
Finding 2021-001 (Material Weakness)	Inadequate Internal Controls over Census Data (repeated since 2020)	Partially Implemented	1	Human Resource Services
Finding 2021-002 (Significant Deficiency)	Enrollment Status Reporting (repeated since 2017)	Implemented	1	Registration & Records
Finding 2021-003 (Significant Deficiency)	Information Technology Risk Assessment Not Performed (GLBA) (repeated since 2020)	Implemented	1	Division of Information Technology
Finding 2021-004 (Significant Deficiency)	Higher Education Emergency Relief Fund Reporting (new)	Implemented	1	Financial Aid
Finding 2021-005 (Significant Deficiency)	Inadequate Internal Controls over Contracts (repeated since 2012)	Partially Implemented	1, 3	Procurement Services and Contract Management
Finding 2021-006 (Significant Deficiency)	Failure to Submit Proper Time Reporting (repeated since 2005)	Partially Implemented	3	Human Resource Services
Finding 2021-007 (Significant Deficiency)	Lack of Annual Performance Reviews (repeated since 2018)	Partially Implemented	2	Human Resource Services
Finding 2021-008 (Significant Deficiency)	Inadequate Controls Over I-9 Forms (repeated since 2018)	Implemented	2	Human Resource Services
Finding 2021-009 (Significant Deficiency)	Inadequate Controls over Employee Terminations (repeated since 2019)	Partially Implemented	2	Human Resource Services
Finding 2021-010 (Significant Deficiency)	Noncompliance with the Business Enterprise for Minorities, Women and Persons with Disabilities Act (repeated since 2019)	Partially Implemented	1	Procurement Services and Contract Management
Finding 2021-011 (Significant Deficiency)	Subsidies between Accounting Entities (repeated since 2018)	Partially Implemented	3	Controller
Finding 2021-012 (Significant Deficiency)	Inadequate controls of property and equipment (repeated since 2015)	Implemented	2	Materials Management
Finding 2021-013 (Significant Deficiency)	Noncompliance with the Illinois Articulation Initiative Act (repeated since 2020)	Partially Implemented	1	Registration & Records
Finding 2021-014 (Significant Deficiency)	Lack of Annual Employee Trainings (repeated since 2020)	Partially Implemented	2	Human Resource Services
Finding 2021-015 (Significant Deficiency)	Untimely Reporting of Auto Accidents (new)	Implemented	1	Materials Management
Finding 2021-016 (Significant Deficiency)	Inadequate controls over Procurement Card Use (new)	Partially Implemented	1	Procurement Services and Contract Management
Finding 2021-017 (Significant Deficiency)	Lack of Adequate Controls Over the Review of Internal Controls over External Service Providers (repeated since 2020)	Partially Implemented	1	Controller/Division of Information Technology
Finding 2021-018 (Significant Deficiency)	Inadequate controls over Terminated Employee User Accounts (new)	Partially Implemented	2	Division of Information Technology

Barriers that limit full implementation include navigating impacts of the global pandemic, limited financial and staff resources, staff turnover during the Great Resignation, increased workloads, limited information technology functionality, and competing priorities. In addition, the FY21 compliance examination report was not final until June 14, 2022, which reduces the amount of lead time available to implement all corrective actions by June 30, 2022.

The university is committed to instituting corrective actions and continuous improvement that will affect positive change, increase accountability, and foster good stewardship over

university resources. The Ethics and Compliance Office assists the university campus in a proactive manner to ensure its activities comply with the laws, regulations, and policies that govern the university and adhere to the highest legal, professional, and ethical standards.

Prior Year Findings Not Repeated

Finding 2020-003 - Inadequate Controls over Awarding of Direct Loans

Auditor Comments: During the current year single audit, we noted the University strengthened its controls over the re-evaluation of student financial need. Similar exceptions were not noted during our current year sample testing.

Finding 2020-016 – Weaknesses in Cybersecurity Programs and Practices

Auditor Comments: During the current year examination, we noted the University improved controls related to cybersecurity programs and practices. Similar exceptions were not noted during our current year testing.

ANNUAL REPORT OF CASH AND INVESTMENTS FOR PERIOD ENDING JUNE 30, 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:

- Report of Depositories as of June 30, 2022
- Cash and Investment Holdings Summary as of June 30, 2022
- Investment Earnings for the quarter ended June 30, 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 *Report of Depositories* is submitted annually, along with the university's [Investment and Cash Management Policy](#). The depository summarizes deposits and withdrawals in each bank account during the fiscal year. The ending balances reflect bank statement amounts and may differ from university financial records due to reconciling items. The *Report of Depositories* does not include the fixed income investment portfolio that contains \$40M in Agency and Treasury notes.

The *Cash and Investment Holdings Summary* at June 30, 2022 shows NIU's total holdings at just over \$142M. Of the total holdings' balance approximately \$90M is available for daily operations providing roughly 90 days cash on hand. The remaining balance is restricted per collateralization requirements and contractual obligations. The total holdings balance is up \$6M from the balance at June 30, 2021. This increase is primarily a result of continued receipt of additional pandemic-related Federal relief funding.

The *Investment Earnings* report shows income of \$274K and an overall annualized rate of return of 0.71% for the fourth quarter. This represents an increase in interest earned of approximately \$247K 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 interest-bearing savings accounts, money markets, and fixed-income securities to balance liquidity needs with investment earnings.

Indicators of economic activity strengthened this quarter after a slight decline in the first quarter. Employment numbers have been robust in recent months, with low unemployment rates. Inflation, however, remains 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 by three quarters of a percentage point at its July meeting, which puts the rate at a range of 2.25% to 2.5%. Management is continuously monitoring market changes that will affect the university's cash management and investment goals. Management is committed to the fiscal sustainability of NIU and is reviewing all available options for strengthening the university's cash position.

Northern Illinois University
REPORT OF DEPOSITORIES
For the Year Ended June 30, 2022

	Beginning Balance 7/1/2021	Deposits*	Withdrawals*	Ending Balance 6/30/2022**
Amalgamated Bank				
Series 2010 Build America Bonds	\$280,105	\$66	\$265,517	\$14,654
Series 2014 Certificates of Participation	-	1,502,602	1,502,600	2
Series 2020A Revenue Bonds	-	486,874	486,874	-
Series 2020B Revenue Bonds	-	6,846,350	6,846,350	-
Series 2021 Revenue Bonds	-	3,567,399	3,567,399	-
	\$ 280,105	\$ 12,403,291	\$ 12,668,740	\$ 14,656
First National Bank				
Investment	\$ 435,765	\$ 70,251,096	\$ 69,852,260	\$ 834,601
Contributory Trust	9,839,000	15,107	15,517	9,838,590
	\$ 10,274,765	\$ 70,266,203	\$ 69,867,777	\$ 10,673,191
First Midwest Bank***				
Credit Card Account	\$ 50,000	\$ 70,130,229	\$ 70,130,229	\$ 50,000
Deposit Account	238,257	130,404,563	130,146,107	496,713
Disbursement Account	50,000	54,163,178	54,163,178	50,000
Investment Account	65,447,037	388,843,244	402,423,687	51,866,594
Payment Account	50,000	424,671,056	424,671,056	50,000
Payroll Account	81,316	162,468,124	162,482,562	66,878
	\$ 65,916,610	\$ 1,230,680,394	\$ 1,244,016,819	\$ 52,580,185
JP Morgan Chase Bank				
CD	\$ 1,514,814	\$ 492	\$ -	\$ 1,515,306
Illinois National Bank				
NIU Operations- IL Funds	\$ 5,000	\$ 652,421	\$ 652,421	\$ 5,000
US Bancorp Fund Services				
NIU Operations- IL Funds	\$ 42,963,380	\$ 89,363,113	\$ 95,000,000	\$ 37,326,493
Total For All Banks	\$ 120,954,674	\$ 1,403,365,914	\$ 1,422,205,757	\$ 102,114,831

* Deposits and Withdrawals include interaccount transfers.

** The balances and activity reflected on this report are taken from bank statements and may not necessarily reflect those amounts recorded in the university financial records due to reconciling items, and exclude fixed income securities.

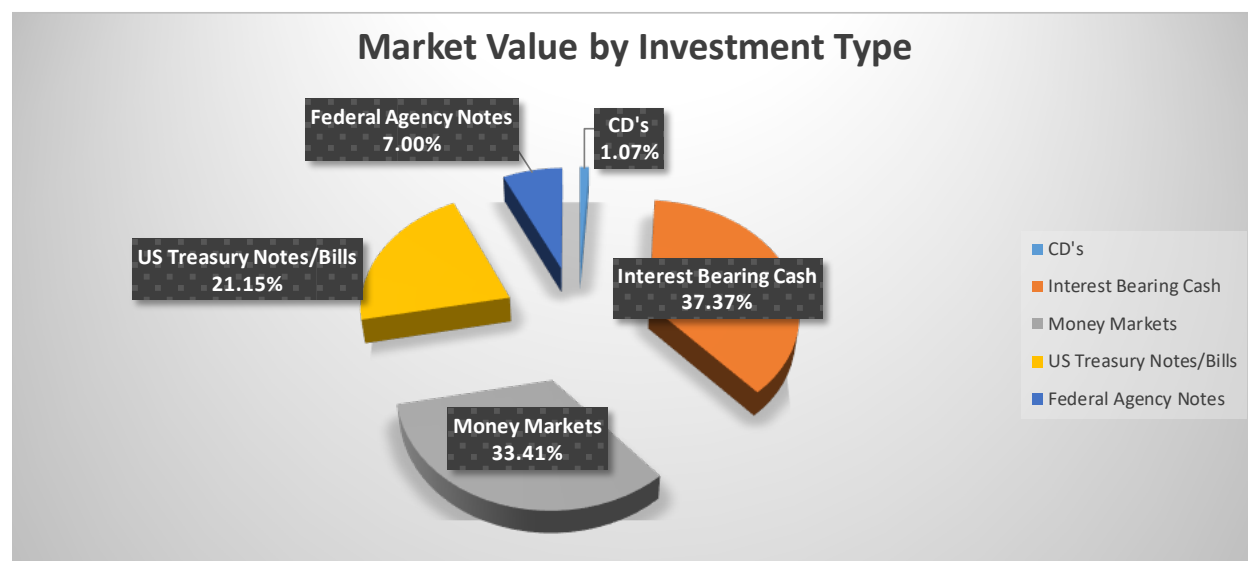
*** First Midwest Bank to become Old National Bank effective July 11, 2022 due to all-stock merger of equals.

NORTHERN ILLINOIS UNIVERSITY
CASH and INVESTMENT HOLDINGS SUMMARY

June 30, 2022

For Fiscal Year 2022

Investment Type	Purch Price/ Ending Bal *	Book Value **	Market Value ***
CD's:			
Local Funds	\$ 1,515,306	\$ 1,515,306	\$ 1,515,306
Federal Agency Notes:			
Local Funds	\$ 9,921,460	\$ 9,934,335	\$ 9,885,410
Interest Bearing Cash Accounts:			
Local Funds	\$ 52,768,073	\$ 52,768,073	\$ 52,768,073
Money Markets:			
Contributory Trust	\$ 9,838,590	\$ 9,838,590	\$ 9,838,590
Local Funds	37,326,493	37,326,493	37,326,493
Project Funds	14,653	14,653	14,653
	\$ 47,179,736	\$ 47,179,736	\$ 47,179,736
US Treasury Notes/Bills:			
Local Funds	\$ 29,897,389	\$ 29,886,456	\$ 29,873,250
TOTAL INVESTMENT HOLDINGS	\$ 141,281,964	\$ 141,283,906	\$ 141,221,775
Non-interest Bearing Cash	\$ 729,782	\$ 729,782	\$ 729,782
TOTAL CASH & INVESTMENT HOLDINGS	\$ 142,011,746	\$ 142,013,688	\$ 141,951,557
TOTAL REPORTED FOR 6/30/2021	\$ 136,193,265	\$ 136,189,550	\$ 136,193,554



* 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 - June 30, 2022

	June 30 Ending Balance	Qtr 4 Average Daily Balance	Percent of Portfolio	Qtr 4 Income Earned	Annualized Rates of Return			
					FY2022			
					4th Qtr	3rd Qtr	2nd Qtr	1st Qtr
Short-Term Investment Accounts								
Illinois Funds	\$ 37,326,493	\$ 53,593,393	34.54%	\$ 102,091	0.764%	0.151%	0.038%	0.020%
Investment Accounts - Financial Institutions	\$ 52,768,073	\$ 52,372,763	33.75%	\$ 101,559	0.778%	0.228%	0.132%	0.119%
Contributory Trust	\$ 9,838,590	\$ 9,838,802	6.34%	\$ 15,967	0.651%	0.063%	0.026%	0.026%
Investment Accounts - Project Funds	\$ 14,653	\$ 146,802	0.09%	\$ 86	0.235%	0.006%	0.006%	0.006%
CD's	\$ 1,515,306	\$ 1,515,279	0.98%	\$ 778	0.206%	0.010%	0.010%	0.041%
ST Investment Accounts Total	\$ 101,463,115	\$ 117,467,039	75.70%	\$ 220,481	0.753%	0.177%	0.072%	0.077%
Fixed Income Securities								
Local Funds	\$ 39,818,849	\$ 37,701,471	24.30%	\$ 53,310	0.567%	0.365%	0.040%	0.048%
Fixed Income Securities Total	\$ 39,818,849	\$ 37,701,471	24.30%	\$ 53,310	0.567%	0.365%	0.048%	0.053%
Non-interest Bearing Cash	\$ 729,782	-	-	-				-
COMBINED TOTAL	\$ 142,011,746	\$ 155,168,510	100.00%	\$ 273,791	0.71%	0.20%	0.07%	0.08%

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

Agenda Item 8.b.10.
September 15, 2022

Information

CAMPUS FACILITY PROJECT UPDATE

John Heckmann, Associate Vice President for Facilities Management and Campus Services, Division of Administration & Finance, will give a presentation.

**QUARTERLY SUMMARY REPORT OF TRANSACTIONS IN EXCESS OF
\$100,000 FOR THE PERIOD APRIL 1, 2022 TO JUNE 30, 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. This quarterly report does not include commercial card obligations. Following is a summary of the number of transactions, fund source, total dollar amount, and transaction details for obligations incurred during the quarter ended June 30, 2022.

Purchase Amount	No. of Transactions	Appropriated*	Non-Appropriated	Total
Over \$100,000	41	\$2,869,904	\$3,609,883	\$6,479,787

TRANSACTIONS DETAIL:

Purchases:

1. Housing and Residential Services requested permission to purchase new furniture to replace the current worn and dated furniture in New (Patterson) Hall East. (Southwest Contract, Temple, AZ) 110,980
2. The President’s Office requested permission to issue an FY22 open order for executive search firm services for the Chief Financial Officer position. (Witt Kieffer, Oakbrook, IL) 115,000*
3. Athletics requested permission to issue an FY22 open order for Men’s and Women’s Basketball officials for the period July 1, 2021 through June 30, 2022. The original request was approved on the November 19, 2021 President’s Report in the amount of \$70,700. An amendment was required to increase the open order to \$153,800. (Mid-American Conference, Cleveland, OH) 153,800
4. Continuing and Professional Education requested permission to issue an FY22 open order for marketing consultation services to promote OSHA courses for the period July 1, 2021 through June 30, 2023. The original request was approved on the July 23, 2021 President’s Report in the amount of \$75,000. An amendment was required to increase the open order to \$105,000. (Minnesota Safety Council, St. Paul, MN) 105,000
5. University Libraries requested permission to purchase furniture to replace old and outdated furniture in the collaborative areas of Founders Memorial Library. (Krueger International, Green Bay, WI) 120,276*
6. Student Affairs requested permission to purchase a 3-year subscription to the Campus Groups community engagement platform and a mobile site for students and student organizations for the period June 1, 2022 through May 31, 2025. (Novalsys Inc., New York, NY) 119,042

7. Campus Dining requested permission to purchase a commercial conveyor-type, ventless dishwasher for Holmes Student Center. Price included add-ons and installation. (TriMark-Marlin, Bedford Park, IL)	116,665
8. Campus Dining requested permission to purchase a commercial Flight Type dishwasher for Neptune Hall. Price included add-ons and installation costs. (TriMark-Marlin, Bedford Park, IL)	216,301
9. University Marketing requested permission to issue an FY23 open order for marketing consultants to develop consistent and compelling NIU advertising for key campaigns for the period July 1, 2022 through June 30, 2023. (Simple Truth Communications, Chicago, IL)	229,402*
10. Founders Library requested permission to renew their annual group services subscription to ILLINET/OCLC for the period July 1, 2022 through June 30, 2023. (IL Heartland Library Systems, Edwardsville, IL)	163,155*
11. Founders Library requested permission to purchase hardware, software, and peripherals for the Science On Sphere exhibit which will be permanently on display in the library. (BWC Visual Technology, Upper Marlboro, MD)	186,840*
12. International Affairs requested an increase to their FY22 open order for study abroad program costs for students participating in the Salzburg College study abroad programs for the period through June 30, 2022. The original request was approved on the February 25, 2022 President's Report in the amount of \$115,000. An amendment was required to increase the open order to \$165,000.	165,000
13. The Convocation Center requested permission to issue an open order for security and event staff for special events being held at the center for the period through June 30, 2022. The original request was approved on the October 1, 2021 President's Report for \$84,765. An amendment was required to increase the open order to \$194,795. (Andy Frain, Aurora, IL)	194,795
14. The Provost Office requested permission to renew the software license subscription for Explorance Blue for the period July 1, 2022 through June 30, 2023. This is the course/instructor evaluation software used by academic units throughout campus. (Explorance Inc., Chicago, IL)	109,209*
15. Founders Library requested permission to purchase the SciFinder Academic Unlimited Access Plan, which provides unlimited anytime, anywhere access to substances, reactions, literature references and more all in one place. (Chemical Abstracts Services, Columbus, OH)	141,605*
16. Holmes Student Center requested permission to issue an FY23 open order for food and non-food items needed to operate Einstein Bagels for the period July 1, 2022 through June 30, 2023. (Kuna Foodservice, Dupo, IL)	122,500
17. Campus Dining requested permission to issue an FY23 open order for fresh produce needed to operate dining services for the period July 1, 2022 through June 30, 2023. This is the sixth year of a nine-year renewal option under Invitation for Bid (IFB) jmt16Produce. (Dalmares Produce Inc., Chicago, IL)	115,000
18. Athletics requested permission to enter into a five-year agreement for a ticketing hosting subscription for the period July 1, 2022 through June 30, 2027. (Paciolan, Jefferson City, MO)	200,000

- | | |
|---|----------|
| 19. Undergraduate Admissions requested to renew their annual subscription for processing admission applications through the Parchment Receive Premium Service for the period July 1, 2022 through June 30, 2025. (Parchment Inc., Scottsdale, AZ) | 176,739* |
| 20. Founders Library requested permission to purchase a three-year database license for Scopus, which provides access to reliable data, metrics and analytical tools for the period January 1, 2022 through December 31, 2024. (Elsevier Inc., Maryland Heights, MO) | 164,832* |
| 21. Research and Innovation Partnerships requested permission to renew their annual subscription for the electronic research administration system for the period July 1, 2022 through June 30, 2023. This system covers all facets of research administration and compliance within one software package from one vendor. This was the third of nine one-year renewal options. (InfoEd International Inc., Albany, NY) | 104,360 |
| 22. Outreach, Engagement, and Regional Development requested permission to issue an FY23 open order for catering services for the period July 1, 2022 through June 30, 2023 for NIU Naperville campus. (Arbor Vitae Java & Juice, Naperville, IL) | 125,000 |
| 23. The Division of Information Technology requested permission to renew the contract for Identify Management Software that is used to programmatically manage computing accounts for the entire university involving students and staff. The period coverage is August 1, 2022 through July 31, 2023. (Micro Focus Software Inc., Provo, UT) | 115,000 |
| 24. Research and Innovation Partnerships requested permission to issue an FY23 open order for management services to be performed by the Northern Illinois Research Foundation for the period July 1, 2022 through June 30, 2023. (Northern Illinois Research Foundation, DeKalb, IL) | 227,115 |
| 25. Finance and Treasury requested permission to pay the University's portion of the federal share of the cost of the Single Audit for the period ending June 30, 2022. (Office of the Auditor General, Springfield, IL) | 120,321* |
| 26. Campus Dining requested permission to issue an FY23 open order for paper products and cleaning chemicals needed to operate dining services for the period July 1, 2022 through June 30, 2023. (Gordon Food Service, Madison, WI) | 130,000 |

Capital Improvement Projects:

- | | |
|--|----------|
| 1. Consolidation of off-campus art studios to Grant South: The effort will make use of underutilized space and eliminate lease expenses for these studios. Scope of work will include construction of partition walls to create new rooms for metal welding, a paint spray booth and electric kilns. | 224,150* |
| 2. Parking Lots P and 5 repairs: The scope of work at these lots, supporting Stevenson and Campus Life, include sections to be milled and repaved, sealcoating and restriping. | 153,450 |
| 3. NIU Naperville campus parking lot repairs: This project repair scope will be focused on the southern portion of the front lot. | 191,950 |

- | | |
|--|-------------------|
| 4. NIU Rockford campus parking lot repairs: This project will be the first phase of repairs and will be focused on the front portion of the lot and main entry driveway. | 184,400 |
| 5. New (Patterson) Hall East control valve replacement: This project will proactively replace the remaining approximately 130 valves to avoid future water damages as valves have continued to fail unexpectedly. | 235,000 |
| 6. Building exterior painting: Four buildings have been prioritized for exterior painting work: Human Resources Services, Physical Plant, Yordon Center and Monat Building. The scope of work will include necessary surface preparation and reapplication of appropriate paint coatings to extend the life of the building exteriors. | 170,800* |
| 7. Engineering and Health Services elevator repairs: The Engineering Building freight elevator will have a new control system installed along with associated door and cab operators and traveling cable. The Health Services building west elevator will have the hoist ropes replaced to ensure safe and uninterrupted operation. | 112,450 |
| 8. Zulauf Hall water infiltration repairs: The scope of work will include installation of new prefinished metal flashing and some masonry repairs in order to restore the exterior envelope of the building to a weather tight condition. | 145,400* |
| 9. Founders Memorial Library façade cleaning: This project is to clean, seal, and recaulk the limestone facades on the west and south faces of the building in order to mitigate water infiltration for the building exterior envelope. | 110,000* |
| 10. Psychology-Computer Science building renovation of 3 rooms: The scope of work for this project is to remodel and upgrade three existing rooms, two classrooms and one former DoIT computer lab, to serve as research lab spaces. | 220,800* |
| 11. Facility condition and needs assessment (FCNA): Required to determine and prioritize critical deferred maintenance repair requirements for the campus. The scope of work for this project will focus on 2.2M square feet of academic and research (General Revenue) buildings on campus. Subsequent assessment phases will be completed in future years as funding allows. | 248,650* |
| 12. East Heating Plant annual maintenance and repairs: The scope of work is to perform general annual maintenance on four boilers and installation of a new soft start, boiler controller, valve testing and RO membrane replacement. Split funded: Appropriated Funds \$97,675 and Revenue Bond \$97,675. | 97,675*
97,675 |
| 13. Swen Parson uninterrupted power system (UPS) replacement: Supporting the main data center, the current UPS is beyond its useful life and has exhibited unexpected failures in recent years. | 124,400 |
| 14. Altgeld Art Gallery ceiling repairs: Rooms 110, 111 and 115 have plaster degradation which requires stabilization. Any loose hanging debris from the plaster ceiling will be removed and a protective coating applied to prevent further damage. | 125,050* |
| 15. New (Patterson) Hall general wear/tear repairs: The work includes touching up hallways, student lounges, entry ways and other designated high visibility spaces as determined by Housing and Residential Services. | 190,000 |

*Appropriated Funds

**ANNUAL SUMMARY REPORT ON
OBLIGATIONS OF FINANCIAL RESOURCES
FOR THE YEAR ENDED JUNE 30, 2022**

Category	Number of Transactions	Percentage	Dollar Volume	Percentage
\$0 to \$25,000 ¹	1883	83.32	\$ 10,269,361	14.05
\$25,001 to \$100,000 ¹	279	12.34	13,924,174	19.05
\$100,001 to \$250,000 ²	54	2.39	8,854,266	12.11
\$250,001 to \$500,000 ³	23	1.02	8,320,889	11.38
Over \$500,000 ³	21	.93	31,728,961	43.41
TOTAL	2260	100%	\$73,097,651	100%

The Annual Summary Report on the Obligation of Financial Resources is required by the *Board of Trustees Regulations* (Section V, Subsection B.5) and supplements the “Periodic Summary Report of Transactions” which is presented on a quarterly basis.

Transactions reported to and/or approved by the Board of Trustees throughout the fiscal year and those included in the Quarterly Summary Report of Transactions reflect the maximum approved amount that orders may not exceed. Pursuant to this authority, the Annual Summary Report outlined above reflects orders actually placed, including purchases, change orders, professional services, performance agreements and capital projects.

Transactions above do not include purchase card obligations. This report is as of July 10, 2022 and is subject to changes due to fiscal year-end close out.

¹ Authorizations for transactions less than \$100,000 are approved at the university level (above \$25,000 by the President).

² Authorizations for purchases and capital projects greater than \$100,000 and less than \$250,000 are approved by the President and periodically reported to the Board of Trustees.

³ Authorizations for purchases and capital projects exceeding \$250,000 are presented for approval by the Board of Trustees, unless exempt.

**COLLECTIVE BARGAINING AGREEMENT FOR THE NIU
INSTRUCTORS' UNIT, LOCAL #4100 OF THE UNIVERSITY
PROFESSIONALS OF ILLINOIS**

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

- 1) **Bargaining unit:** NIU Instructors' Unit, Local 4100 of the University Professionals of Illinois, representing approximately two hundred thirty-six (236) employees (approximately 224 in the Division of Academic Affairs and 12 in the Division of Outreach, Engagement, and Regional Development).

Scope of Negotiations: Full agreement.

Tentative Agreement for Board Action: A four-year agreement, retroactively effective from July 1, 2021 through June 30, 2025.

Recommendation: Terms and conditions of this agreement are consistent with University policies and guidelines. The University recommends that the Board of Trustees approves the NIU Instructors' Unit, Local 4100 of the University Professionals of Illinois collective bargaining agreement.

COLLECTIVE BARGAINING AGREEMENT

**by and between
The Board of Trustees
for and on behalf of
NORTHERN ILLINOIS UNIVERSITY**

and

**NIU INSTRUCTORS' UNIT,
LOCAL 4100 OF THE UNIVERSITY PROFESSIONALS
OF ILLINOIS, AFT, IFT, AND AFL-CIO**

July 1, 2021 - June 30, 2025

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PREAMBLE

It is the intent of the Board of Trustees and the Union to promote the quality and effectiveness of education at Northern Illinois University and to promote high standards of academic excellence in all phases of instruction. The Board and Union also recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and will provide an environment conducive to the delivery of high quality education.

DEFINITIONS

Performance by Designee

Any action or responsibility assigned to an official or representative of the Board, the University, or the Union may be performed by a designee of such official or representative.

Titles or Heading or Placement

Any titles or headings that are inserted solely for convenience or reference shall not be deemed to limit or change the meaning, construction, or effect of any provision of this Agreement.

Whenever Used in This Agreement:

1. *Academic term* shall mean a semester.
2. *Board* shall mean Board of Trustees of Northern Illinois University legislatively created to “provide for the management, cooperation, control, and maintenance of the Northern Illinois University” (110 ILCS 685/300-1 et seq.). To the extent provided by the Illinois Educational Labor Relations Act (IELRA), the term "Board" shall also refer to any successor agency of the Board of Trustees of Northern Illinois University as designated in the legislative action noted above.
3. *Chapter President* shall mean the President of the Northern Illinois University subdivision of the Instructors’ Unit -- UPI Local #4100.
4. *Credit Hour* shall mean a unit of academic credit assigned by the University in the College Catalog.
5. *Credit Unit Equivalency (CUE)* shall mean the credit which faculty members receive toward workloads for each instructional or non-instructional assignment.
6. *Days* shall mean working days. Working Days are days on which the University is open and conducts business. Should a deadline fall on a day that the University is closed for business (e.g. Saturday, Sunday, holiday, administrative closure, emergency closure) the deadline will be extended to the next day on which the University is open and conducts business.
7. *Department* shall mean the University department, division, unit, or other organizational entity in which an employee is primarily employed.
8. *Department Chair* shall mean the person immediately responsible for the University department, division, unit, or other organizational entity in which a bargaining unit member is primarily employed.

9. *Employee* shall mean a member of the bargaining unit described in definition 11.
10. *Grievance* shall mean a complaint that is properly presented in full compliance with Article 11.
11. *Instructors*, unless specified otherwise, shall mean all faculty members in the bargaining unit in the ranks of Faculty Assistants, Instructors, and Lecturers who hold temporary appointments of 50% or more of a normal faculty appointment (see Article 1 - Recognition).
12. *Intercession* shall be defined in accordance with the academic calendar as that period of time following the conclusion of the spring semester and prior to the beginning of the summer session.
13. *Program need* shall mean any and all administrative determinations with respect to curricular requirements, student demand, projected enrollments, courses to be offered, staffing needs, hiring priorities, instructional and other assignments, and budgetary control, as well as any and all aspects of management rights which are encompassed under Article 14. Determinations related to *program need* shall be made by the respective Department Chair.
14. *State Universities Retirement System (SURS)* shall mean the retirement system established by Article 15 of the Illinois Pension Code (40 ILCS 5/15-101 et seq.), or its successor.
15. *Summer session* shall be defined in accordance with the academic calendar as that scheduled academic period during which instructional activities are afforded in an accelerated format during the months of June, July, and August.
16. *Transfer* shall mean a change in the designated department/unit at NIU.
17. *Union* shall mean the University Professionals of Illinois, NIU Instructors' Unit, Local #4100, an affiliate of the AFT, IFT, and AFL-CIO.
18. *Union Officials* shall mean the President, Vice President, Secretary, Treasurer, Chief Negotiator, UPI Executive Board Officer, and Grievance Officer for the NIU Instructors' Unit, Local #4100.
19. *Union President* shall mean the President of the UPI Statewide Faculty Local #4100.
20. *University* shall mean Northern Illinois University or any successor name for Northern Illinois University.
21. *University President* shall mean the chief administrative officer of Northern Illinois University.
22. *University Provost* shall mean the chief academic officer of Northern Illinois University.

Article 1

RECOGNITION

Northern Illinois University, pursuant to authority vested in it by the Board of Trustees, shall be considered the Employer. The University, as Employer, shall recognize the University Professionals of Illinois (UPI), Local #4100, as the exclusive bargaining representative for all persons in the bargaining unit. As defined in the Illinois Education Labor Relations Board certification, the bargaining unit:

Includes: All full-time faculty members in the ranks of Faculty Assistants, Instructors, and Lecturers who currently hold temporary appointments of 50% or more of a normal faculty appointment, including employees who devote 50% or more of their working time to non-instructional duties at Northern Illinois University.

Excludes: Retirees who have been rehired as temporary faculty, faculty who are employed exclusively at off-campus sites, faculty employed at the College of Law, faculty who are employed for less than two calendar quarters, faculty who have been offered regular continuing appointments conditioned on their obtaining a necessary visa or on completion of their work for a degree, persons employed part-time but who are full-time graduate students (nine credit hours or more per semester), employees whose salaries, benefits and other working conditions are specified in governmental grants, all other statutorily excluded persons (supervisors, managerial, confidential and short-term employees, students, and any others excluded by statute).

Nothing contained in this Agreement shall be construed to prevent the Board or the University, or their members, officials, agents, or representatives from meeting with any individual or organization to discuss any matter. The specific and express terms of this Agreement, however, shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.

Article 2
CONSULTATION/LABOR MANAGEMENT MEETING

- 2.1 Both parties recognize the importance of continued discussions on topics pertinent to the administration of this Agreement or any other mutually agreeable matters. Such dialogue is consistent with the intent of establishing a harmonious working relationship that should serve to facilitate the achievement of common objectives, promote high standards of academic excellence, and support an environment conducive to the effective delivery of a high quality education.
- 2.2 Consultation is a process by which each party is afforded an opportunity to professionally present ideas, create possible solutions, and express opinions on mutually selected topics. Such process carries with it no authority to alter or ignore the terms of this Agreement and shall not constitute or be used for the purposes of negotiation or discussion of grievances.
- 2.3 During the term of this Agreement, if either party requests a meeting, the two parties shall meet at a mutually agreeable time. When practical, the parties shall agree, in advance, to an agenda for the meeting, and provide the number of its participants to the other party. The Employer shall inform the Union if it plans to have participants at a meeting who are not employees of Northern Illinois University. The Union shall inform the Employer if it plans to have participants at a meeting who are not bargaining unit members. In addition, if the union plans to have an attorney participate in a meeting, it shall inform the Employer.

Article 3

EMPLOYMENT

3.1 Appointment Letters

Prior to employment at the beginning of the University's academic year/term, each bargaining unit member shall receive an individual appointment letter. The appointment letter shall indicate the following:

- a. the type and period of appointment, including the beginning date and ending date;
- b. the basic monthly salary of the employee for the term of the appointment;
- c. the bargaining unit member's title;
- d. that the bargaining unit member's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Trustees and the University, including the terms of any applicable Collective Bargaining Agreement.

Any modification in the bargaining unit member's terms of appointment will be reflected in a revised letter that will be issued to the employee.

3.2 Bargaining Unit Member Appointments

- a. All appointments of bargaining unit members shall be contingent upon program need, funding availability, and professional qualifications. All decisions relevant to program need, funding availability, and professional qualifications will be made by Department Chairs. Decisions regarding the qualifications of current bargaining unit members who seek consideration for possible new assignments shall be made in consultation with the affected bargaining unit member.
- b. If a bargaining unit member has previously taught a course and has received an evaluation of satisfactory or above, or if they received an evaluation of needs improvement and successfully completed a remediation plan, they are qualified to teach that course unless a department or program substantially changes course content.
- c. If a department or program substantially changes the content of the course, the department or program shall notify bargaining unit members who have previously taught that course of the change. The bargaining unit member and the department chair/director/supervisor shall confer (email is acceptable) regarding the qualifications to teach a newly designed course(s). The department chair/director/supervisor shall notify the bargaining unit member regarding the determination of the bargaining unit member's qualifications to teach the course. If the department chair/director/supervisor determines that the bargaining unit member is not qualified to teach a course in which the content has changed substantially, the bargaining unit member has the right to a meeting with the department chair/director/supervisor to discuss the decision. When possible, the department chair/director/supervisor shall meet with the bargaining unit member who has requested

this meeting within ten (10) days. Regardless, the department chair/director/supervisor shall not unduly delay this meeting with the bargaining unit member.

- d. In determining qualifications to teach specific courses or perform other instructional duties that they have not previously taught or performed at NIU, chairs shall give highest priority consideration to whether a bargaining unit member (i) possesses a graduate degree in the specialty area to be taught, or in the work to be performed if a graduate degree is relevant to that work or (ii) possesses an appropriate professional credential. Chairs shall also consider the experience of a bargaining unit member who has taught similar courses or carried out similar duties at NIU; bargaining unit members must provide some evidence that they have done so successfully. This evidence can include, but is not limited to, student evaluations of their teaching or written comments from the supervisors about their performance of duties.
- e. If bargaining unit members want to be considered qualified to teach up to three (3) additional course(s), they may communicate that in the Annual Service Report (ASR) after the execution of this agreement and once a year in subsequent ASRs. The supervisor shall communicate the decision on qualifications to teach additional course(s) in the annual evaluation of the bargaining unit member by March 15. The bargaining unit member has the right to meet with the supervisor about a negative decision on qualifications by April 15. When possible, the supervisor shall honor a request for such a meeting within ten (10) days. Regardless, the supervisor shall not unduly delay this meeting with the bargaining unit member. The supervisor's decision on qualifications is final.
- f. If no member of the bargaining unit has the qualifications to fill a position required by program need, a Department Chair may offer an appointment to a non- bargaining unit member.
- g. Appointment Tie-Breaker- If one or more assignments cannot be distributed equally among the affected bargaining unit members, lots will be drawn to determine which bargaining unit member(s) will receive the extra assignments. In the case of identical qualifications to teach an available course and identical seniority, lots will be drawn to determine which bargaining unit member will receive the assignment.
- h. Any bargaining unit member who receives an annual evaluation of "unacceptable" shall not be eligible for reappointment. All evaluations of "needs improvement" shall require a Remediation Plan in accordance with Article 7.9.
- i. In most instances bargaining unit members offered appointments at the beginning of the fall semester will be issued contracts at 50% FTE or more of not less than nine (9) months' duration. Nine-month contracts may contain a contingency clause as may be appropriate based on program need and/or presumption of re-hire status. Contracts of a shorter duration (less than 4.5 months which are converted to 9 months) may be utilized to address instances in which a department offer courses that by design are for shorter periods due to program needs.

- j. Determinations related to "program need" with respect to the exercise of the contingency clause shall be made by the respective Department Chair.
- k. Upon request, a bargaining unit member may have a written, signed notice of contract termination that includes the NIU logo and title of the person signing the notice, which may be sent via NIU email.

3.3 Declaration of Interest/Presumption of Rehire

Upon placement on the primary roster bargaining unit members become eligible for presumption of re-hire status provided they remain at a minimum of 50% FTE.

Exceptions to the presumption of rehire status are:

- a. A bargaining unit member who receives an evaluation of "unacceptable".
- b. A bargaining unit member who receives an evaluation of "needs improvement" and has not successfully completed remediation plan.
- c. A bargaining unit member who engages in conduct specified in Article 8 that allows the Employer to terminate the employment of the bargaining unit member.
- d. Academic Year. As it may become necessary due to program need and/or availability of funding, the Employer may notify the bargaining unit member with presumption of rehire status that they will not be offered an appointment of at least 50% FTE for the next academic year. In such cases the Employer will provide a lump sum to the bargaining unit member according to the following schedule:
 - Notification after May 15th - \$1,000.00
 - Notification after July 15th – 50% of the pay that the bargaining unit member received the previous academic year
- e. Fall to Spring. As it may become necessary due to program need and/or availability of funding, the Employer may notify the bargaining unit member with presumption of re-hire status no later than December 15th of each year that they will not be offered an appointment of at least 50% FTE for the Spring term. In such cases the Employer will provide a lump sum payment of \$500.00 to the bargaining unit member provided they are not appointed for the Spring term.
- f. By December 1 of each academic year, bargaining unit members with presumption of re-hire status shall notify in writing to the chair of the department in which they hold their appointment if they do not wish to be considered during the subsequent academic year for any available appointment for which they are qualified.

- g. By December 1 of each academic year, bargaining unit members on the secondary or employment pool rosters shall notify in writing the chair of the department in which they hold their appointment if they wish to be considered for the subsequent academic year for any available appointment for which they are qualified.
- h. Department chairs will attempt to keep bargaining unit members apprised of their tentative course schedules throughout the scheduling process and will attempt to make offers of appointment by July 15 or as soon as practicable.

3.4 Academic Year Appointments

- a. **Roster Placement.** For purposes of making appointments all bargaining unit members shall be placed on one of the hiring rosters in accordance with the requirements for roster placement as follows:
 - 1. **Primary Roster – Requirements:**

A minimum of five (5) years of bargaining unit service with an evaluation rating of (4) highly satisfactory or above in each of the last three (3) years.

After placement on the primary roster, a bargaining unit member who receives evaluations of satisfactory (3) or above remains on the primary roster subject to provisions of Article 3.3.b. under which the University may terminate a bargaining unit member under the provision of Article 8. Should a bargaining unit member receive an evaluation of needs improvement (2), they will be placed on the secondary roster. The bargaining unit member must successfully complete a remediation plan in accordance with Article 7.9 and earn a highly satisfactory (4) in a subsequent year in order to regain placement on the primary roster.
 - 2. **Secondary Roster – Requirements:**

A minimum of three (3) years of bargaining unit service with an evaluation rating of satisfactory (3) or above each year.
 - 3. **Employment Pool Roster – Requirements:**

Completion of the first-year annual evaluation with an evaluation of satisfactory (3) or above after 2-3 semesters of bargaining unit service with effective performance each semester in instructional and non-instructional duties.
- b. Within each of the identified rosters above, bargaining unit employees with the highest overall evaluation scores shall be hired first subject to conditions of section 3.2 of this article. In case of a tie(s) the bargaining unit employee with the greatest in-department seniority shall be hired first. For each academic year, evaluation scores comprising the evaluation mix shall be derived from the three academic years immediately preceding the academic year in question (two in the case of a bargaining unit member first entering the secondary roster). In cases where a break

in service has occurred, the three most recent evaluation scores shall be considered to comprise the evaluation mix.

- c. Probationary Status. Until the bargaining unit member has had an initial annual evaluation, the bargaining unit member will be in a probationary status and evaluated through classroom observation(s) and other available evaluation materials. The Employer may determine at any time during this initial probationary period that additional appointment(s) will not be offered with notification to the bargaining unit member and union. There shall be no appeal to this determination.
- d. Should any bargaining unit member not continue to meet the established criteria for inclusion on the primary roster, the secondary roster, or the employment pool the bargaining unit member shall be moved to the appropriate roster or pool for which they are qualified.
- e. Use of Rosters and Pool
 - 1. Subject to program need and qualifications, the bargaining unit members shall be appointed from the rosters on a full-time basis (unless otherwise specified by the bargaining unit member) before proceeding to the next qualified bargaining unit member in the order on the roster in accordance with the following:
 - i. The Employer shall appoint bargaining unit members who are on the primary roster and are qualified to teach courses as ranked on the roster.
 - ii. Following the appointments above, the Employer shall appoint bargaining unit members who are on the secondary roster and are qualified to teach courses as ranked on the roster. Notification of such rehiring status shall be made no later than June 1 of each year.
 - iii. Following the appointments above, the Employer shall appoint bargaining unit members who are in the employment pool and are qualified to teach courses as ranked on the roster. Notification of such rehiring status shall be made as soon as practicable.
 - 2. Years of service are determined on the basis of the number of in-department academic years of service within the bargaining unit that will have been completed prior to the start of the next academic year. Rosters are compiled in late spring to govern rehiring decisions for the following academic year.

3. All offers of appointment shall be conveyed in writing by the employer to the bargaining unit member's NIU email. Bargaining unit members are required to provide an alternate email address should they enter a break in service. Bargaining unit members shall have ten (10) days from the date of the appointment letter to respond unless the offer is made less than twenty (20) days prior to the start date of the semester. Offers made less than twenty (20) days prior to the start of the semester will contain a specific deadline date for response.
4. If a bargaining unit member fails to respond to an offer in the required time, the employer may offer the position to the bargaining unit member next in line for the position. The Employer may, at its sole discretion, extend the response deadline to any bargaining unit member.

3.5 Breaks in Service – Credit for Prior Service

- a. A break in service occurs when a bargaining unit member's continuous employment is interrupted by a period during which the bargaining unit member is not employed as a bargaining unit member (excluding Summer) because the employer does not offer the bargaining unit member an appointment. A bargaining unit member who declines an appointment is not eligible for a break in service.
- b. Transfers out of the Bargaining Unit that maintain employment at the University are not considered breaks in service and are governed by Article 9 (Transfer).
- c. For purposes of determining years of service, any break in service of four (4) consecutive semesters (excluding Summer) or less shall be ignored, with applicable prior service and seniority maintained as if no break had occurred. When a break in service is more than four (4) consecutive semesters (excluding Summer) a new period of employment begins, with no credit allowed for prior service or seniority.
- d. Bargaining unit members who are rehired after having resigned from the University shall not receive credit for their prior service and seniority; their rehire begins a new period of employment.
- e. Leaves of absence, as provided in University regulations, policies and/or this Agreement, for which bargaining unit members have applied and received approval, do not cause a break in service under this Agreement section.

3.6 Visiting Faculty Appointments

In accordance with NIU guidelines, individuals who meet NIU Board of Trustees and academic department criteria for appointment at the rank of Assistant Professor, Associate Professor, and Professor may be appointed to a non-tenure track position in a "Visiting"

capacity. Individuals who receive Visiting appointments must possess the appropriate terminal degree for the discipline. Visiting appointments have an anticipated term of two years or less.

Visiting Faculty may be **excluded** from the Instructors' bargaining unit under one of the following conditions:

- a. Replacement for a specific tenured or tenure-track faculty member temporarily on leave;
- b. To fill a tenure-track position pending completion of a search;
- c. Hiring a scholar, artist, or professional with special expertise or acclaim;
- d. Exclusions cited in IELRB Case #92-RC-0029-C.

To remain excludable from the Instructors' bargaining unit, a Visiting Faculty appointment exceeding two years in duration must involve duties that include specialized research and service expectations associated with the ranked faculty appointments of Assistant, Associate, or Full Professor. Visiting Faculty appointments (excluded from the bargaining unit) should not exceed two years.

When a Visiting Faculty appointment does not meet the exclusionary conditions described above, the Instructor designation should be used instead. Teaching loads for Visiting Faculty that would result in a 50 percent or greater appointment will be considered to qualify the individual for inclusion in the bargaining unit after the second year of employment as long as these appointments are also consistent with the unit description. The title for individuals in these situations would then change to "Instructor," although the University may allow them to continue to use the nomenclature "Visiting Professor" in correspondence and curriculum vitae.

By September 15 of each year, NIU will inform UPI of any Visiting Faculty appointments of 50% time or more that are excluded from the bargaining unit by the above criteria.

Article 4

PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES

4.1 Assignment of Duties

- a. The workload obligations of a bargaining unit member may consist of classroom teaching, laboratory support, field supervision, other related duties, or some combination of these. The obligations of a particular bargaining unit member will be specified in her/his letter of employment or job description.
- b. A full-time workload shall consist of twelve credit hours, or CUES per semester, plus or minus one. The expectation is that the vast majority of bargaining unit members will typically have full-time workloads of twelve credit hours per semester. Twelve credit hours will also be the standard for determining percent time appointments below eleven credit hours, as well as for determining overloads above thirteen hours.
- c. After January 1 and prior to April 15 of each academic year, either party to this Agreement may recommend specific changes to the Credit Unit Equivalency document (Appendix A). Both parties agree to discuss these recommendations with appropriate representatives from the relevant academic departments. Joint approval by both the Union and University shall be required before any change to this Credit Unit Equivalency document is authorized and implemented.
- d. The University and Union shall work together to develop guidelines for Credit Unit Equivalencies (CUE). These guidelines are used to equate the work involved in non-instructional duties with that involved in classroom teaching (see current CUE Guidelines in Appendix A).
- e. Bargaining unit members shall maintain a schedule of at least one office hour each week per every 3 CUEs of instruction. Office hours shall be scheduled to allow reasonable access for students and shall be posted. For in-person courses, with adequate, prior posting and prior notification to the Department office, one office hour per week may be scheduled on-line in lieu of traditional office time. For exclusively on-line courses, bargaining unit members shall maintain a schedule of at least one on-line office hour per week for every 3 CUES of on-line instruction.
- f. As part of their normal workload and consistent with the CUE document, bargaining unit members are required to attend all departmental and organizational meetings that are relevant to their duties as determined by the Department Chair. The Chair should give reasonable advanced notification of mandatory meetings. Bargaining Unit Members are required to meet administrative deadlines for submitting routine documents.
- g. In the event that written curricular standards are established by a Department (including courses that are part of a sequence and that include multiple sections), the written departmental curricular standards for each course that is assigned will be provided to the bargaining unit member at least one week prior to the start of the term in which the

- bargaining unit member first teaches the course, or at the beginning of the academic term when such standards are changed. If the course requires specific methods of delivery, common course elements or topics, such as centrally developed exams or assigned test dates, specific topics and materials, etc., these materials and this information will also be provided to the bargaining unit member. The Department Chair shall have the ability to ensure that the curricular standards are met and any required specific methods of delivery are used by the bargaining unit member.
- h. Ordinarily, there shall be no service or scholarship components of the workload obligations of a bargaining unit member. College or Departmental requirements for professional development shall be consistent with the CUE guidelines.
 - i. If a bargaining unit member is appointed to perform duties which, after completion of the appointment process, are canceled or otherwise not scheduled, the Chair shall have the right, after consulting with the bargaining unit member, to assign alternative duties consistent with the CUE guidelines and Article 4.

4.2 Professional Meetings/Conferences and Work-Related Travel

- a. Bargaining unit members may request to attend conferences or meetings associated with their professional positions at the University. Upon approval and as designated by the appropriate Chair and/or Dean, employees may be provided release time and/or full or partial reimbursement for expenses in connection with these approved professional activities including professional development activities related to college accreditation guidelines. Written authorization and approval of expenses should typically be provided **prior** to attendance at such conferences or meetings.
- b. Employees may be required at times to attend conferences or meetings directly associated with their professional positions at the University including professional development activities related to college accreditation guidelines. The bargaining unit member may request written confirmation of any such requirement. In accordance with other University policies on this topic, bargaining unit members shall be reimbursed for expenses directly related to this required assignment. Such requirement and approval of expenses should typically be provided in writing **prior** to attendance at such conferences or meetings.

4.3 Release Time

- a. The Provost may grant a bargaining unit member release time from workload obligations to perform University service. If release time is granted, the Provost shall determine the value of the University service in terms of credit units. These credit units will count toward the bargaining unit member's obligations specified above.
- b. Bargaining unit member is assigned to work on an externally funded grant or contract as part of the bargaining unit member's employment, the bargaining unit member may request the Provost to exclude such work from the bargaining unit member's assigned

obligations specified above. If the work is not excluded, the Provost shall determine the value of such work in terms of credit units. These credit units will count toward the bargaining unit member's obligations specified above.

4.4 Overload

a. Voluntary Overloads

Assignments of duties in excess of the full-time workloads specified in Section 4.1 of this Article or in excess of six (6) credit hours if appointment is during the summer session shall first be offered on a voluntary basis. Voluntary overloads shall be compensated at or above the minimum rates specified in Article 20. Nothing in Article 4 shall preclude an Instructor from voluntarily assuming, without compensation, the professional responsibilities of another faculty member.

b. Involuntary Overloads

Acceptance to teach an additional course beyond a full workload shall be on a voluntary basis. However, if program need exists or emergencies arise which cannot be met through voluntary acceptance, bargaining unit members may be required to perform duties in excess of the full-time workloads specified in Section 4.1 of this Article or in excess of six credit hours if appointment is during the summer session. Involuntary overloads shall only include those duties which can normally be assigned to the specific bargaining unit member's position. Involuntary overloads that are performed for an entire semester or entire summer session shall be compensated at or above the minimum rates specified in Article 20. Assignment of involuntary overload shall not exceed twenty-five percent (25%) of the full-time workloads specified in Section 4.1 of this Article.

c. Short-Term Assignments

If a bargaining unit member is voluntarily or involuntarily assigned to perform the duties of another faculty member for part of a semester or the summer session, the bargaining unit member shall receive compensation prorated for the period of assignment as specified in Article 20.

d. To preserve the integrity of academic programs and the quality of education at NIU, bargaining unit members cannot be hired for more than full-time plus 3 CUEs without the express written permission of the Provost's Office.

e. All overload assignments shall be accompanied by an appointment letter that includes the beginning and ending dates of the appointment as well as the monthly compensation for the period of the appointment.

f. Except for emergency appointments that are made to replace other bargaining unit members or to staff additional courses or sections that are added late to accommodate a

surge in student demand, payments for overload appointments shall be made on the same schedule as a bargaining unit member's full-time appointment.

4.5 Compliance with Board Policy and Illinois Laws

Bargaining unit members shall comply with the Board of Trustees Regulation concerning Outside Consulting, Research and Outside Employment as it may be amended from time-to-time, the Conflicts of Interest Policy as it may be amended from time-to-time, and related State of Illinois laws such as the University Faculty Research and Consulting Act (110 ILCS 100/0.01 et seq., and the State Officials and Employees Ethics Act, 5 ILCS 430, including the submission of an annual report stating the actual amount of time spent in such activity.

4.6 Summer Session Appointments

- a. Summer school contracts shall be separate and distinct from academic year appointments. In other words, employment during the academic year carries no presumption that a bargaining unit member will be offered a contract to teach during the summer session (i.e., the academic year contractual requirement to re-hire bargaining unit members on a full-time basis according to their order on the primary and secondary rosters before re-hiring lower ranking bargaining unit members on those rosters shall not apply to Summer Session Appointments).
- b. Summer school contracts will carry contingencies based on minimum enrollment requirements that are set by the University.
- c. Tenured and tenure-track faculty members will be given the highest priority in granting summer session appointments. Subject to program need, bargaining unit members who taught during the immediate preceding academic year will be considered for summer session appointments along with Visiting Professors and graduate assistants.
- d. Bargaining unit members who are interested in teaching summer school shall notify their Departments Chairs in writing of their interest on or before **December 1** of the respective fiscal year in which the summer school appointment would begin.

Subject to the priorities set forth in paragraph 4.6 (c), above, as well as program need, funding availability, and professional qualifications, Department Chairs shall use the roster system to determine the priority order in which interested bargaining unit members may be offered summer school contracts. In following the roster system, however, no bargaining unit member in any department shall be offered a second summer school course until all qualified bargaining unit members in that department who are interested in teaching summer school are offered one summer school course.

4.7 Intellectual Property

The Board of Trustees, in order to facilitate the useful application of knowledge, research, and other creative activity, encourages and supports efforts of bargaining unit members and students to develop products, inventions, and other forms of intellectual property. It is also recognized that the Board, through the University, has certain rights and interests under Federal and State law with regard to intellectual property developed by employees and students. Such intellectual property includes inventions, products, computer software, literary and artistic works. The rights and responsibilities of bargaining unit members regarding intellectual property shall be governed by appropriate regulations and policies adopted by the Board of Trustees and the University as applied to other University employees including Intellectual Property Policy

4.8 Online Learning

The rights and responsibilities of bargaining unit members regarding online courses, shall be governed by the same policies adopted by the Board and/or the University as may be amended from time to time (see Article 4.7 “Intellectual Property”)

Article 5
ACCREDITATION AND CERTIFICATION

Bargaining unit members shall meet their professional responsibilities to maintain currency in their respective fields, to meet accreditation and/or certification requirements that apply to them, and to provide the highest possible quality of education for NIU students.

Article 6

PERSONNEL FILES

6.1 Personnel Files

The Employer shall maintain official personnel file(s) for each bargaining unit member. Such files are maintained in human resources and may be maintained at the college and department levels in accordance with the Personnel Records Review Act (820 ILCS 40/1, *et seq.*).

6.2 Written Evaluations

All written evaluations contained in the personnel file shall be signed, except the summaries of students' numerical ratings. Anonymous individual comments shall not be placed in the personnel file. Unsolicited but signed comments from students and solicited evaluations from outside entities (e.g., agencies, schools, hospitals, medical facilities, etc.) may be viewed by the bargaining unit member. Names and other identifying information may be deleted from such documents.

6.3 Employee Access

Personnel files for bargaining unit members held or maintained at the college and/or department level are subject to the same rights to access by bargaining unit members as the personnel file held or maintained by Human Resources Services. A bargaining unit member may request to examine his/her personnel file by appointment via emailing Human Resources at humanresources@niu.edu and/or the College Dean's office and/or Department Chair. If authorized by the bargaining unit member in writing, the Union may review the file. Employee access to personnel files shall be in accordance with the Personnel Records Review Act (820 ILCS40/1, *et seq.*)

6.4 Employee Right to Respond

A bargaining unit member shall have the right to add explanatory material to their official personnel file in accordance with the Personnel Records Review Act (820 ILCS 40/1, *et seq.*). Upon request and payment of the cost of photocopying, a bargaining unit member may obtain copies of any non-confidential materials in the personnel file.

Article 7

EVALUATION AND EVALUATION CRITERIA

The University is responsible for the performance of its bargaining unit members. The purposes of evaluation are to maintain the highest quality of education through input and feedback, to retain the highest quality faculty, to assess the degree of effectiveness of a bargaining unit member's performance, to identify areas of strength and weakness, to improve a bargaining unit member's performance, to respond to audit and accreditation requirements and to determine roster placement.

7.1 Annual Meeting

By **January 31**, Department Chairs will conduct a meeting of all bargaining unit members within their departments to discuss the mandatory and optional materials to be used for the annual evaluation of performance during the calendar year. The procedures to be employed in obtaining optional information and materials shall be determined jointly by the Department Chair and the bargaining unit members within the department. Relative weights given to evaluation materials and expectations of performance shall also be discussed at the meeting.

A written memorandum summarizing procedural matters will be sent by the Department Chair to all bargaining unit members within the department. The Chair shall provide a copy of this memorandum to any new bargaining unit members hired into the department after the annual meeting has been conducted.

7.2 Annual Evaluations

Chairs shall conduct annual evaluations of all bargaining unit members within their departments. Annual evaluations shall include a review of the bargaining unit member's performance during the previous calendar year (Spring; Summer if applicable; and Fall semesters) while appropriately reflecting the proportions of all assigned duties and responsibilities. Evaluations for new bargaining unit members will be performed in a comparable manner for the semesters that they worked. Annual evaluations shall also include a summary assessment of the bargaining unit member's performance during the past calendar year. This summary assessment shall be numerically designated as (1) unacceptable, (2) needs improvement/below average, (3) satisfactory/average, (4) highly satisfactory/above average, or (5) outstanding. Fractional values for ratings as described above are not to be used.

Bargaining unit members should receive annual evaluations from their Department Chair no later than **March 15** of the year following the evaluation period. A copy of the evaluation shall be signed in paper or electronically by the bargaining unit member and placed in their personnel file. The bargaining unit member will receive a copy of the evaluation. At the bargaining unit member's request, the Chair will provide time to discuss the annual evaluation.

If a bargaining unit member fails to provide an Annual Service Report and/or other required materials by the contract's established deadline of February 15, the Chair shall notify the bargaining unit member via NIU email that they have five (5) days to provide the missing materials. If the bargaining unit member does not provide the missing materials within five (5) days following the date of the Chair's e-mail, the bargaining unit member will receive a final evaluation of 1 (unacceptable) for the prior year.

If a bargaining unit member supplies all of the materials required for an annual evaluation, but the Chair fails to provide an annual evaluation of that bargaining unit member by March 15, a rating of 5 (outstanding) shall be tentatively assigned to that bargaining unit member for hiring purposes until a final evaluation is issued. If the belated issuance of a final evaluation results in the inability of the bargaining unit member to comply with the deadlines described in Section 7.7, the bargaining unit member's right to reconsideration shall remain intact and the deadlines extended appropriately.

7.3 Split Appointments

In the event that a bargaining unit member is appointed to more than one academic department, then separate evaluations shall be completed by the respective Department Chairs. Only the evaluation specific to a given department shall be applicable to the Instructor's roster placement or reemployment status for that department under Article 3 of this Agreement.

7.4 Mandatory Evaluation Materials

When conducting annual evaluations of bargaining unit members, Department Chairs **shall** take into account:

- a. Annual Service Reports due to Department Chairs on February 15th (see Appendix B);
- b. Course related materials (e.g. syllabi, handouts, reading lists, exams, quizzes) for which the Instructor is responsible;
- c. Quantitative and Qualitative Student Evaluations obtained under standardized procedures (referred to below as "student responses");
 1. When referring to any particular student responses in the bargaining unit member's evaluation, the Chair shall also note how those student responses compare to the total number of student responses received for the course and the total number of students enrolled in the course.
 2. The Chair and the department office staff shall maintain the confidentiality of student responses,
 3. Copies of the qualitative student comments shall be provided to the Instructor by the conclusion of the second week of classes of the subsequent semester (if the copies are to be returned to the department, a return date shall be specified).

- d. Unsolicited, relevant, and signed student comments;

When referring to any particular student comments in the bargaining unit member's evaluation, the Chair shall also note how those student comments compare to the total number of student comments received for the course and the total number of students enrolled in the course.

- e. Additional criteria if applicable to the **assigned** duties of the bargaining unit member;
 - 1. On-campus supervision in laboratories, graduate interns or student instructors, evaluations obtained in accordance with procedures established by the department;
 - 2. Off-campus evaluations or written comments or supervision that are supplied by outside entities, (e.g., school, hospital etc.) personnel as requested by the Department Chair;
 - 3. Assessment of progress by students in studio classes as determined by juried performances or other methods appropriate to the discipline;
 - 4. Any mixed assignments of classroom instruction with other duties of supervision, laboratory support, studio, or other assignments;
- f. Other performance material jointly developed at the annual meeting.

7.5 Optional Evaluation Material

Any of the following optional information/materials may be reviewed by the Department Chair:

- a. Observation
 - 1. Observation by a faculty member of NIU selected by the bargaining unit member.
 - 2. Direct observation by the Department Chair or a faculty member of NIU designated by the Chair. The time and date for such observation shall be agreed upon by the bargaining unit member and the observer in advance.
- b. Solicited, signed student comments

7.6 Right to Reconsideration

If a bargaining unit member disagrees with his/her annual evaluation, that bargaining unit member should first meet with the Department Chair in an attempt to reconcile their differences. Such meetings shall not extend the deadlines set forth in Section 7.7 of this Article unless the bargaining unit member and Department Chair jointly agree, in writing, to such an extension.

If this attempt at reconciliation should fail and the bargaining unit member still disagrees with the annual evaluation, the bargaining unit member may then initiate a reconsideration process as outlined in Section 7.7 of this Article. The decision of the Reconsideration Committee in this process shall be final. This reconsideration process is afforded as an attempt to provide a third-party professional evaluation of a bargaining unit member's performance based upon guidelines outlined in this Article.

7.7 Reconsideration Procedures

- a. On or before **March 15**, annual evaluations of all departmental bargaining unit members shall be completed for the previous Spring, Summer (if applicable), and Fall semesters.
- b. On or before **March 25**, a bargaining unit member who disagrees with their annual evaluation and is unable to reconcile the difference with the Department Chair shall file a written request for reconsideration with their respective College Dean. This request shall include:
 1. a copy of the Chair's written assessment,
 2. a written summary of the specific aspects of the Chair's assessment with which the bargaining unit member disagrees,
 3. the bargaining unit member's summary assessment of their own performance on the 5-point scale described in Article 7., and
 4. any evidence specified in Section 7.2 as well as any evidence specified in Section 7.6 that was previously approved by both the Chair and bargaining unit members at the annual meeting that set the evaluative criteria for the period under dispute.
- c. On or before **April 1**, a Reconsideration Committee shall be established to hear the case. This committee shall have three members: one member selected by the bargaining unit member, one member selected by the Department Chair, and one member selected by the other two members. If the two designated members cannot agree on a third member by **April 8**, they shall so inform the respective University and Union grievance administrators. The grievance administrators shall select the third member of the Reconsideration Committee. In making appointments to Reconsideration Committees, all parties should seek to avoid identifiable conflicts of interest and promote an impartial evaluation of performance.
- d. The Reconsideration Committee shall make every reasonable effort to meet and render a final decision by **April 17**. The Committee shall determine the appropriate rating as outlined in Section 7.2 of this Article. The appropriate Departmental Chair, College Dean, and bargaining unit member shall each be provided a copy of the Committee's decision.

In conducting its evaluation, the Reconsideration Committee shall follow the procedures set forth in this Article and the annual memorandum governing the evaluations of bargaining unit members in the given department, as described in Section 7.1. The Committee shall base its judgment on those materials specified in Section 7.7. The Committee may also consider relevant materials placed in the bargaining unit member's personnel file by the Chair along with the bargaining unit member's written response to those materials, as prescribed in Article 6 of this Agreement. When considering qualitative comments from students in a class, the Committee shall note how those comments compare to the total number of comments received for the course and the total number of students enrolled in the course. The Committee may also consider the relevance of the comments. The Committee shall not consider any additional materials which are not in the personnel file or which are not referenced in those materials specified in Section 7.7 of this Article.

The final decision of the Reconsideration Committee shall be determined by majority rule, with each member of the Reconsideration Committee having one vote.

- e. If the Reconsideration Committee fails to render a final decision before **April 17**, the bargaining unit member shall be temporarily placed on the highest roster for which their other evaluations and years of service qualify the bargaining unit member to be placed, using the average of the previous two evaluations as a temporary evaluation in place of the current disputed evaluation. Once the Reconsideration Committee issues a final decision, the bargaining unit member shall be placed on that roster for which their evaluations and years of service entitle them to be placed.

7.8 Grievability

Evaluation and/or reconsideration decisions are not subject to the grievance procedure; however, any and all procedural violations are subject to the grievance procedure as provided for in this Agreement.

7.9 Remediation

All final evaluations of needs improvement shall require remediation. At the completion of the annual evaluation process, the Chair shall, in consultation with the affected bargaining unit member, develop a Remediation Plan to address the specific deficiencies identified in the evaluation. The Plan shall describe actions to be taken to achieve satisfactory performance and shall detail how progress will be measured (student evaluations shall not be the only measurement tool) and shall make clear what constitutes successful completion of the plan. Institutional resources, such as the Center for Innovative Teaching and Learning, may be consulted to assist with the development of the Remediation Plan. The plan shall be in writing, completed by May 15, and signed by both the Chair and the bargaining unit member. Should the bargaining unit member fail to actively participate in the development and completion of the Remediation Plan they may be removed from the Pool and will not be reappointed and are not eligible for rehire.

The bargaining unit member is entitled to Union representation during development of the Plan. The expectations and goals set forth in the Remediation Plan, the bargaining unit member's participation in the Plan, and other evaluative criteria articulated in this Agreement will be part of the evaluation and reconsideration process for the next applicable evaluation. The Plan may be subject to review by the Union and/or the appropriate College Dean, but is otherwise confidential to the extent possible consistent with the effective implementation of the Plan.

7.10 Missing Evaluation Materials

If the Chair has failed to perform an observation or to obtain evaluation materials as agreed in the annual meeting per Article 7.1, neither the Chair nor a Reconsideration Committee may make an inference unfavorable to the employee regarding such omission by the Chair.

7.11 Investigating Performance Issues

Unannounced visits to the classroom by the Chair or their designee shall be permitted in instances including, but not limited to, allegations of starting late, early dismissal, inappropriate behavior, and lack of organization or preparedness.

Furthermore, if student comments suggest to a Department Chair or their designee that there might be a serious problem with a bargaining unit member's behavior or performance, the Chair shall submit these concerns to appropriate administrative review, which may result in further action. Details of these procedures are outlined in Section 7.12.

7.12 Continuous Communication

The annual evaluation is the primary tool for personnel decisions. Both parties recognize that continuous feedback and communications are helpful in maintaining optimal performance. Ongoing discussions regarding performance issues and instructional objectives are recommended and encouraged by both parties as it relates to the individual evaluation process. Specifically, Chairs are encouraged to discuss any concerns they may have with a bargaining unit member promptly in order to develop solutions (including possible remediation efforts) to problems that may arise throughout the year.

Article 8

PROGRESSIVE DISCIPLINE

The University subscribes to the tenets of progressive and corrective discipline, and shall only discipline an Instructor prior to the end of his/her appointment term for just cause. Discipline shall not be imposed in a manner intended to publicly embarrass the bargaining unit member and shall be imposed as soon as it is reasonably possible. In the event the University dismisses a bargaining unit member prior to the end of his/her appointment, he/she shall only be entitled to compensation on a *pro rata* basis for services performed prior to the dismissal.

8.1 Union Representation

Bargaining Unit Members shall have the right to have UPI representation present at all stages of the disciplinary process. If a UPI representative is not available, the bargaining unit member has the right to a reasonable delay in scheduling any disciplinary meeting until a UPI representative is available.

8.2 Informal Steps

The University encourages the maintenance of a positive employee-relations environment that includes effective communication and feedback. Attempts to resolve performance and/or workplace issues informally should occur prior to taking formal disciplinary action.

- a. The Chair/Director/Supervisor or designee will meet with the bargaining unit member to discuss relevant issues and/or concerns and provide the bargaining unit member with an opportunity to respond.
- b. If the parties agree on a resolution or a process to resolve the matter within ten (10) days of the meeting, the Chair/Director/Supervisor or designee shall document the agreed resolution and provide copies to the parties. If the parties do not agree on a resolution, the University may choose to proceed with formal discipline

8.3 Types of Discipline

Discipline under this Article shall be for just cause and includes a reprimand (either verbal or written), a suspension without pay, or dismissal. Just cause includes but is not limited to: (1) dishonesty or other unethical conduct, including a violation of the State Ethics Act; (2) insubordination; (3) incompetence; (4) failure to perform assigned duties; (5) neglect of duty; (6) Violation of laws or university policies, such as the prohibitions against unlawful discrimination, sexual harassment, illegal use of controlled substances etc.; (7) abuse of the Instructor's position; or (8) misuse of University resources. The University will follow the principle of progressive discipline with the understanding, however, that the gravity or seriousness of the involved conduct may justify the immediate imposition of more serious disciplinary consequences, including dismissal, without first having to apply lesser forms of discipline. University representatives will meet with the affected bargaining unit member and his/her UPI representative during any disciplinary investigation that may lead to discipline.

a. Verbal Reprimand

If warranted by the conduct and/or behavior of the bargaining unit member, and/or if informal conciliation efforts have been unsuccessful, a verbal reprimand may be issued. The Union will be notified of the time and place of the meeting at which time the verbal reprimand will be communicated. Documentation of the verbal reprimand will be placed in the bargaining unit member's departmental file. The bargaining unit member may review the written documentation of the verbal reprimand and provide a response to the reprimand prior to placement in the file.

b. Written Reprimand

If warranted by the conduct and/or behavior of the bargaining unit member, a written reprimand may be issued. The Union will be notified of the time and place of the meeting at which the written reprimand will be delivered. A copy of the reprimand will be placed in the bargaining unit member's permanent HRS personnel record and the departmental file.

c. Suspension Without Pay

If warranted by the conduct and/or behavior of the bargaining unit member and/or if the problem is not resolved by the implementation of the written reprimand as described above, the Dean of the College or other appropriate University administrator may recommend suspension from work without pay. The bargaining unit member will be provided with an opportunity to respond to the recommendation for a suspension during a pre-suspension hearing to be conducted by Academic Labor Relations (ALR). The University shall immediately inform the bargaining unit member and the Union, in a document sent to the bargaining unit member's NIU email, of the intent to recommend suspension, the reason(s) for the proposed action and the right of the bargaining unit member to be represented by the Union during any subsequent hearing. A request for a pre-suspension hearing must be submitted in writing by or on behalf of the bargaining unit member to ALR within ten (10) days after notification of the recommended action. A bargaining unit member may be placed on paid administrative leave by the employer during the period in which any investigation is being conducted, action is undertaken to conduct a pre-suspension hearing and generate a post-hearing decision. Such an investigation must be confined to conduct enumerated in Article 8.3.

The Union and the bargaining unit member will be notified of the time and place of the pre-suspension hearing.

The bargaining unit member may be suspended from work without pay if the pre-suspension hearing was not timely requested or, if the pre-suspension hearing was held, as provided in the post-hearing decision issued by ALR.

d. Dismissal

If the undesirable behavior continues following the suspension, and/or if warranted by the conduct and/or behavior of the bargaining unit member, the Dean may elect to initiate dismissal for cause procedures. Bargaining unit members may request a pre-dismissal hearing with a designee of HRS for review of the decision to terminate the bargaining unit member's appointment. Notification in writing of the intent to dismiss the bargaining unit member for cause shall be provided to the Instructor and the Union and shall include the specific facts and/or reasons for the recommendation and inform the bargaining unit member of the right to request a pre-dismissal hearing conducted by a designee of the Provost. Such request must be submitted in writing to the Director of Academic Labor Relations within ten 10 days from the date of the notification. Pending this requested review, the bargaining unit member may be removed from all University duties and roster placements and suspended with pay pending conclusion of the hearing process. If the bargaining unit member prevails, the bargaining unit member shall be entitled to receive a full restoration of seniority until the date of the reinstatement.

The dismissal shall be fully implemented (1) when a hearing was not timely requested or (2) if the pre-dismissal hearing was held, as provided in the post-hearing decision issued by a designee of the Provost.

8.4 Removal of Discipline from Personnel File

If, after three (3) years following the incident or incidents that gave rise to a written reprimand, there have been no other incidents warranting discipline, the bargaining unit member may request (in accordance with 820 ILCS 40/1, et seq. Personnel Records Review Act) the Employer to remove all documentation related to the written reprimand from the bargaining unit member's personnel file(s), and the Employer will not utilize the previous written reprimand in determining a penalty for any new situation necessitating disciplinary action.

TRANSFER

9.1 Program-Initiated Transfers

The University may transfer a bargaining unit member from one department to another if program changes or reorganization transfer the position held by the bargaining unit member to the new department. Where applicable, a bargaining unit member's salary, seniority, and performance evaluations shall not be affected by a transfer resulting from program changes or reorganization.

9.2 Within-Unit Transfers

A bargaining unit member may, through the bargaining unit member's Department Chair and, as applicable, Dean/Director, submit a request to the Provost for transfer from one department to another within the University, and within the bargaining unit. The Provost shall review the request with the other department. Within ninety days of submission of the bargaining unit member's request to the Department Chair, the bargaining unit member shall receive notification in writing from the Provost of the decision. If the Provost grants the request, the bargaining unit member shall be transferred.

9.3 University-Initiated Outside-Unit Transfers

With the consent of the bargaining unit member, the University may reassign a bargaining unit member from a bargaining unit position to a position outside the bargaining unit. If the bargaining unit member is subsequently reassigned to a position in the bargaining unit, the bargaining unit member's salary shall be no less than it would have been if the employee had remained in the bargaining unit.

9.4 Instructor-Initiated Outside-Unit Transfers

Bargaining unit members who apply for and accept Civil Service or Supportive Professional Staff positions at NIU shall not be treated as University-initiated transfers and will not, therefore, be covered by the other provisions of Article 9.

Article 10

FINANCIAL EXIGENCY

10.1 Employee Layoffs

A bargaining unit member may be laid off as a result of declared financial exigency that is university wide.

10.2 Order of Retention

If the Board decides it is necessary to lay off Instructors because of financial exigency, program need will be the primary basis for determining which, if any, bargaining unit members will be retained. Professional qualifications and roster placement are secondary factors to be considered in making decisions on bargaining unit members retention.

10.3 Relocation Efforts

The University and the Board shall make a reasonable effort to locate other employment within the University for a laid-off bargaining unit member prior to the effective date of her/his layoff. The results of such effort shall be made known to the person affected.

10.4 Notification of Reinstatement

The University will maintain a list of bargaining unit members who are laid off for a period of one year after the layoff. If a bargaining unit member's position at the time the bargaining unit member was given notice of layoff is reinstated during such period, the bargaining unit member shall be sent notice of that fact at the bargaining unit member's last known address and offered reemployment pursuant to the provisions of Article 3 on employment. It shall be the bargaining unit member's responsibility to keep the University advised of the bargaining unit member's current address. An offer made pursuant to this section must be accepted within fourteen (14) calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the bargaining unit member's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the bargaining unit member.

10.5 Employee Benefits

A bargaining unit member who is laid off may continue to be eligible for the benefits of the state group insurance program and may continue to participate in the State Universities Retirement System subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.

Article 11

GRIEVANCE PROCEDURE

11.1 Purpose

The University and the Union encourage the informal resolution of grievances and agree that problems should be resolved before the filing of a grievance and encourage open communication so that resort to the formal grievance procedure will not normally be necessary. The purpose of this Article is to establish a prompt and efficient procedure for the investigation and resolution of grievances. The procedure set forth herein shall be the sole and exclusive method of resolving grievances for bargaining unit members except as otherwise provided by law.

11.2 Definition – Grievance

A grievance shall be defined as an allegation by a bargaining unit member or the Union that there has been a violation of a specific grievable provision of this Agreement. The receipt or acceptance by the employer of a grievance under this Article is not an expressed or implied agreement by the employer that the allegation is a defined grievance or subject to arbitration under this Article.

11.3 Definition – Grievant

The term “grievant” shall mean the Union or one or more bargaining unit member(s) who may be represented by the Union and allege in a grievance that it/she/he/they has/have been affected by a violation of a specific provision of this Agreement. The Union may file as grievant on behalf of multiple unit members affected by the same policy or action and seek appropriate remedies for these unit members.

11.4 Representation

The Union may represent a bargaining unit member in a grievance filed under this Article or the bargaining unit member may choose to represent herself or himself in a grievance filed under this Article. If a bargaining unit member chooses to represent herself or himself, she/he shall so inform the Union and the University. No resolution of any individually-processed grievance shall be inconsistent with the terms of this Agreement. Only the Union may move a grievance to arbitration.

11.5 Content of Grievance – Grievance Form

A grievance must be signed and dated by the grievant. The grievance must set forth the specific Article(s) of the Agreement alleged to have been violated; contain a specific description of the grounds for the grievance including the names, dates, times, and documents necessary for a complete understanding of the grievance; contain a statement of the alleged contract violation and the remedy sought; and state whether the grievant wishes to have a Union representative at the various steps for the formal grievance process.

A complete statement of grievance and a grievance form shall accompany any notice of intent to proceed to arbitration.

11.6 Compliance with Procedure

All grievances must be filed in accordance with the procedures in this Article. If it is necessary for a bargaining unit member to participate in a grievance or arbitration proceeding during working hours, the bargaining unit member's salary shall neither be reduced nor increased for time spent in such activities. A bargaining unit member's professional responsibilities shall be maintained throughout any grievance or arbitration process which may involve bargaining unit personnel. Grievance hearings and arbitration proceedings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places.

11.7 Procedures for Handling Grievances

a. Step 1

A grievance shall be filed with the University Grievance Administrator within fifteen (15) days following the date of the act or omission giving rise to the grievance. Within fifteen (15) days of the filing of the grievance, the Grievance Administrator will arrange an informal conference between the appropriate University representative(s) and the grievant. If the informal conference results in resolution of the grievance, the grievance will not be processed further. The Grievance Administrator will notify the President of the local Union Chapter of any resolution reached as a result of an informal conference.

If the grievance is not resolved by the informal conference described above, the Grievance Administrator will meet with the grievant for the purpose of reviewing the grievance within ten (10) days of the date of the informal conference. The Grievance Administrator shall issue a written decision within eighteen (18) days following the conclusion of the meeting. In the event the decision of the Grievance Administrator refers to documents not requested or provided, copies of such documents shall be attached to the decision. The Grievance Administrator will provide a copy of the decision to the President of the local Union Chapter.

b. Step 2

If the decision or grievance resolution proposed by the University Grievance Administrator is not acceptable to the grievant, the grievant may file a written request for review with the appropriate College Dean. Any such request for review must be filed within seven (7) days following receipt by the grievant of the Step 1 decision and must set forth with specificity the reasons the grievant believes the decision or proposed resolution is unacceptable. The Dean, or her/his designee, will meet with the grievant within fifteen (15) days of receipt of the request for review. The Dean, or designee, may also involve appropriate University administrators, faculty members,

graduate assistants, and staff in this meeting for the purpose of reviewing the facts related to the grievance and/or attempting to resolve the grievance. Within eighteen (18) days of the conclusion of this meeting, the Dean, or designee, will issue to the grievant a written decision either denying the grievance or proposing a grievance resolution. A copy of this decision will be provided to the President of the local Union Chapter.

c. Step 3

If the decision or grievance resolution proposed in Step 2 is not acceptable to the Union, the Union may file a written notice of intent to proceed to arbitration with the University Contract Administrator within seven (7) days of receipt of the Step Two response. Any notice of intent to arbitrate must be accompanied by a complete Grievance Form, a copy of which is contained in Appendix. The written notice must be signed by the grievant and must state in detail the issue or issues presented for arbitration. Only the Union may appeal a grievance to arbitration.

A pre-arbitration hearing will be scheduled within fifteen (15) days of the date of receipt of this notification. The purpose of the pre-arbitration hearing shall be to attempt reconciliation of the grievance dispute prior to initiation of the formal arbitration process. If the grievance is not resolved at Step 3, then the Union may proceed with Step 4.

d. Withdrawal of Grievance

A grievance may be withdrawn at any time by the grievant(s) or the Union.

e. Mutual Agreement to Waive Grievance Steps

If the parties to this Agreement mutually agree, a grievance may be taken directly to arbitration or directly to any other step in the grievance process, thereby bypassing all preliminary step(s) as indicated.

f. Step 4 – Arbitration

If the Step Three pre-arbitration hearing is unsuccessful in resolving the dispute, the Union shall notify the University Contract Administrator within seven (7) days of the conclusion of the hearing if it wishes to continue with the formal arbitration process.

11.8 Provisions Applicable to Arbitration Proceedings

- a. The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association, Federal Mediation and Conciliation Service, or other mutually acceptable source. The parties shall meet in person or by telephone and alternately strike names until a single name remains. A second list of arbitrators may be requested upon the agreement of both parties. The cost of services of the arbitrator, court reporter, and transcripts, as well as all other costs incurred by the arbitration, shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.
- b. The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, except as they may be applicable to this Agreement. Except to the extent that they are applied to bargaining unit members in ways inconsistent with the expressed terms of this agreement, Board of Trustees' Regulations and By-Laws as well as University Rules and Policies shall not be subject to arbitration. Laws of the United States and State of Illinois Rules and Regulations of administrative agencies are not subject to arbitration. Matters related to any contract provision not subject to the grievance procedure of this Agreement shall not be subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of this Agreement to the facts of the grievance presented.

- c. Arbitration Time and Place

The arbitrator shall hold the hearing in DeKalb, Illinois, unless otherwise agreed to by the parties. The hearing shall be commenced within thirty (30) working days of the acceptance of the arbitrator's selection or as soon thereafter as is practicable.

- d. Arbitration Fees and Costs

Where one of the parties to this Agreement requests a postponement or cancellation of a previously scheduled arbitration which results in a postponement charge, the postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

11.9 Resort to Other Procedures

If prior to filing a grievance pursuant to this Article, or while a grievance is proceeding in process in accordance with this Article, an employee seeks resolution or appeal of the matter in any other forum (campus, administrative, or judicial), then the Board or University shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure.

11.10 Miscellaneous Provisions Related to Grievance-Arbitration

Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance.

Failure of the University to respond to a grievance within the specified time periods will permit the grievant to proceed to the next step, provided that the grievant appeals to the next step within five (5) days.

Throughout all aspects of the raising, processing, and settlement of the grievance, as well as the award of the arbitrator, the parties agree to abide by all of the provisions of the No Strike/No Lockout Article of this Agreement for the duration of this Agreement.

Time limits set forth in this Article may be extended only by mutual agreement set forth in writing and signed by the parties.

The parties may jointly agree at Step 1 that a grievance concerning University-wide issues shall be appealed at Step 2 to the University Provost (or Designee) instead of a College Dean.

All informal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the University and local Union Chapter.

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject however to the final decision on the grievance. Throughout the disposition cycle of the grievance, the grievant shall fulfill her/his professional responsibilities as assigned. The decision or award of the arbitrator shall be final and binding upon the University, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.

All grievances, requests for review, notices, and decisions shall be transmitted in person or by University email to the grievant(s), respondent(s), and union representative(s).

Grievance hearings and arbitration proceedings shall be held on mutually agreed upon dates, at mutually agreed upon times, and in mutually agreed upon locations.

Article 12

NO STRIKE – NO LOCKOUT

12.1 No Strike

During the life of this Agreement or any extension thereof, there shall be no concerted interruption of services provided to the University by bargaining unit members. There shall be no condoning or participation with respect to a strike, sympathy strike, slow down, work stoppage, or failure to perform fully and faithfully University functions or responsibilities by the Union or by its officers, agents, or members.

12.2 No Lockout

The University Administration agrees that it will not lock out any of the bargaining unit members covered by this Agreement during its term.

Article 13

NON-DISCRIMINATION

13.1 Non-Discrimination/Harassment Policy Statement

In the application of provisions of this Agreement, there shall be no discrimination by the Union or Employer against any member of the bargaining unit on the basis of race, color, national origin, ancestry, sex, pregnancy, religion, age, physical and mental disability, marital status, veteran/military status, sexual orientation, gender identity, gender expression, political affiliation, order of protection status, victim of domestic or sexual violence status, citizenship status, arrest record, genetic information, and/or other protected categories under applicable federal and state statutes, regulations and orders pertaining to nondiscrimination, equal opportunity and affirmative action that violate University policy, or membership or non-membership in, or activity on behalf of, or in opposition to the Union.

Article 14

MANAGEMENT RIGHTS

The Board of Trustees and University administration retain and reserve all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including the management of the University and the designation and definition of its mission. The University retains the right to operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management. The University administration shall retain full authority with respect to decisions involving operational efficiency, the change or elimination of existing methods, equipment or facilities, the determination of locations, methods, means, and personnel by which operations are to be conducted, and the discretion to adopt and implement policies, rules, regulations, and practices in furtherance thereof.

The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority, as well as the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific express terms of this Agreement.

Article 15

UNION RIGHTS

15.1 Intra-Campus Mail Services

The Union shall have access to the intra-campus mail in accordance with University policies and regulations, with utilization limited to the administration of this Agreement and the development of a successor agreement.

15.2 University Facilities and Equipment

- a. Union officials may use their University-assigned offices, telephones, and equipment for activities directly related to the administration of this Agreement or the development of a successor agreement, provided that this usage does not interfere with the performance of their regular duties as bargaining unit members of the University. The Union shall be solely responsible for all of its other expenses, including but not limited to such things as secretarial service, office supplies, computer software, printing and duplicating, and long distance telephone usage.
- b. Use of other campus facilities by the Union shall be subject to and in accordance with University and Board policies and regulations on the use and scheduling of physical facilities, including payment of customary charges, that are set by the University for the use of such facilities.

15.3 Provision of Materials

Upon receipt of a written request, departmental hiring rosters and pool listings will be transmitted to the Union Chapter President in electronic format. At the beginning of each academic year, the University shall provide the Union Chapter President a list of bargaining unit members represented by this Collective Bargaining Agreement. The Union agrees to assist the University in verifying any roster or list while maintaining confidentiality in terms of the evaluation portion of these documents. Both parties understand that any roster or list so submitted is subject to verification and/or correction.

15.4 Release Time

- a. Subject to the provisions outlined below, the University will provide release time to specific bargaining unit members for the sole purpose of administering this Agreement. Specifically and for the duration of this Agreement, the University shall designate (6) CUEs for the Fall Semester and (6) CUEs for the Spring Semester to the designated Union officials representing the bargaining unit. All CUEs associated with release time will be paid at the overload rate (see Article 20).
- b. No later than July 31 of each calendar year encompassed by this Agreement, the Union shall specify which members of the bargaining unit shall receive release time during each semester pursuant to these release time provisions. The University may require

certification that release time activities remain limited to the purposes described above in this section.

- c. The Union and any individual assigned release time in accordance with this Article shall indemnify and hold harmless the Board of Trustees and Northern Illinois University, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any forms of liability (monetary or otherwise) that shall arise out of, or by reason of, action taken by the Employer for the purposes of complying with the above provisions of this Article and Section, or in reliance of any list, notice, certification, affidavit, or assignment furnished by the Union under any such provision.

15.5 Nondiscrimination

In accordance with applicable federal and Illinois state law, neither the University nor the Union shall discriminate against any bargaining unit member covered by this Agreement because of lawful Union membership or non-membership activity or status.

Article 16

DUES CHECK OFF

16.1 Dues Deduction

In accordance with the State Salary and Annuity Withholding Act (5 ILCS 365/1, et seq.) the University Administration will deduct union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University Administration from the salary of a bargaining unit member who provides the University with a written authorization to make such deduction.

16.2 Dues Remittance

Each academic year prior to the deadline for the final September semi-monthly payroll entry, the Union shall transmit to the University Administration a list of bargaining unit members for whom dues are to be deducted and the exact amount to be deducted from the salary of each member. These designated amounts shall be deducted from the salaries of bargaining unit members over the next sixteen (16) payroll cycles, beginning with the September 16-30 payroll cycle and ending with the May 1-15 payroll cycle. Any additions or modifications to the list during this nine-month deduction cycle shall be transmitted by the Union to the University Administration. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union.

16.3 Termination of Dues Deduction

Any authorization to withhold Union dues from the salary of a bargaining unit member shall terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of her/his desire for cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld.

16.4 Direct Collection of Union Dues

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

16.5 Fines/Penalties/Special Assessments

Nothing in this Article shall require the University Administration to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. This

Section shall not prohibit other deductions authorized by individual bargaining unit members.

16.6 Notification of Change in Union Dues

The Union shall give written notice to the University Administration of any changes in its Union dues amounts at least forty-five (45) days prior to the effective date of any such change.

16.7 Limitations

The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues from the salaries of bargaining unit members. The University Administration's obligation under this Article is limited to remitting to the Union the sum or sums actually deducted from wages earned.

If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Employer agree to convene negotiations on this matter for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

16.9 Indemnification/Union Responsibility

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents or its employees or representatives harmless against any claim, demand, action, complaint, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs arising from the deduction of membership dues established by the Union and communicated to the University Administration in compliance with this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for Union dues once such monies have been remitted to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of Union dues that the University Administration has agreed to deduct.

Article 17

FACILITIES AND EQUIPMENT

17.1 General Facilities and Equipment

- a. Bargaining unit members shall have reasonable access to classrooms and other facilities to which they are assigned. As determined by the Chair, bargaining unit members shall also have access to other equipment as may be required by specific course assignments or other assigned responsibilities.
- b. In accordance with applicable University policies and procedures, University facilities, equipment, or personnel shall be used only for University business.
- c. The Employer shall provide each bargaining unit member with the office, laboratory, and classroom space needed for effective and safe teaching, advising, and other activities necessary for the performance of duties. The space shall include, but is not limited to:
 1. Access to secure office with desks and chairs. In units where private office is unavailable, the Chair will assist bargaining unit members in finding confidential meeting spaces upon an appropriate request by a bargaining unit member;
 2. A computer that meets the operational needs of the bargaining unit member's duties as approved by the Chair;
 3. Software necessary for the performance of the bargaining unit member's duties as approved by the Chair and the IT department;
 4. Internet access;
 5. Technical support for approved hardware, software, and internet access;
 6. Appropriate space necessary for the performance of the bargaining unit member's duties as approved by the Chair, including laboratory, performance, rehearsal, and studio space as required;
 7. Storage space needed for performance of the bargaining unit member's duties as approved by the Chair;
 8. A mailbox;
 9. Office supplies as approved by the Chair;
 10. Access to photocopying necessary for the performance of the bargaining unit member's duties as approved by the chair; and
 11. Printing facilities necessary for the bargaining unit member's duties as approved by the Chair;
- d. The Employer shall provide the bargaining unit member such space as approved by the Chair during periods when the building containing the office or research space is closed.

ARTICLE 18

NOTICE OF POSITIONS

18.1 New Instructor Positions

Whenever there is a need to hire an Instructor from outside of the bargaining unit, the opportunity shall be posted on the NIU Employment website in accordance with Human Resources Services procedures.

18.2 Tenure-Track Vacancies

Tenure-track vacancies are posted on the NIU Employment website in accordance with Human Resources Services procedures. A bargaining unit member may apply for opportunities for which they possess the required qualifications

Article 19

BENEFITS AND LEAVES

19.1 Central Management Services (CMS) Benefit Programs

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the bargaining unit member and costs for optional coverage are the sole responsibility of the bargaining unit member.

19.2 Board of Trustees Benefit Provisions

During the term of this Agreement, all employee benefits shall be granted to bargaining unit members in accordance with applicable Board and University policies (see current Board Regulations). Improvements in such benefits shall be extended to bargaining unit members 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 members and, if so, to negotiate concerning the impact of such change or changes.

19.3 Child Care

Bargaining unit members covered by this Agreement shall have access to child care programs which exist on campus in accordance with University policies and policies of the respective child care facilities.

19.4 Sick Leave/Sick Leave Bank

Bargaining unit members shall receive accumulative and non-accumulative sick leave in accordance with campus policies for employees holding temporary assignments. Bargaining unit employees are also extended the opportunity to participate in the applicable sick leave bank option in accordance with campus policies for employees holding temporary assignments. Any cap on sick leave accumulated by bargaining unit members in accordance with this section shall not be less than 75 days for the duration of the agreement. Eligible bargaining unit members shall also be granted benefits and entitlements established under the Family and Medical Leave Act of 1993 as amended in accordance with University policies. Additionally, bargaining unit members shall be eligible for disability benefits as provided by the State Universities Retirement System and subject to applicable limitation policies and procedures.

If a bargaining unit member has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that bargaining unit member's accrued cumulative sick leave will be maintained on the University's records until:

- a. the bargaining unit member moves into a position in which sick leave may be accrued, at which point the bargaining unit member shall be credited with previously accrued sick leave days,

or

- b. The bargaining unit member leaves the employment of the University, at which point the unused sick leave balance will be report to State Universities Retirement System (SURS) for service credit in accordance with SURS policies. Bargaining unit members with compensable sick leave balance (sick leave earned prior to December 31, 1997) will be paid half of the balance at the time of separation and the other half will be reported to SURS for service credit in accordance with SURS policies.

19.5 Vacation

Bargaining unit members on 10.5-month or greater appointments shall earn vacation as outlined in Board of Trustees Regulations. No other unit members shall earn or receive vacation.

If a bargaining unit member has previously accrued cumulative vacation leave and moves into a position in which annual leave is not accrued, that bargaining unit member's accrued cumulative vacation leave will be maintained on the University's records until the bargaining unit member moves into a position in which annual leave may be accrued, at which point the bargaining unit member shall be credited with previously accrued annual leave days, or until the bargaining unit member leaves the employment of the University. At the time of separation, accumulative vacation leave that was accrued in a regular position would be paid as a lump sum in accordance with Board Regulations.

19.6 Educational Leave

Bargaining unit members may be granted an educational leave with or without pay as provided in the Board of Trustees Regulations (<https://www.niu.edu/board/regs/section ii.shtml>)

19.7 Benefits While on Paid Leave

- a. A bargaining unit member on approved leave while on pay status may continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement system, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.

19.8 Benefits While on Unpaid Leave

- a. A bargaining unit member on approved leave without pay may continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement System, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.
- b. Upon return to the University from an unpaid leave, a bargaining unit member's salary shall be adjusted to reflect across-the board increases which the employee would have received if not on leave.

Article 20

SALARY

20.1 FY22-25 Full-Time Appointments

- a. The University will grant each bargaining unit member salary adjustments as follows: FY2022, three (3) percent; FY2023, six (6) percent; FY2024 six (6) percent or salary adjustment according to the non-negotiated faculty and staff salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater; FY2025 five (5) percent or salary adjustment according to the non-negotiated faculty and staff salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater.

20.2 FY17-21 Part-Time Appointments

The salary adjustments provided for in Section 20.1 above shall apply pro rata to bargaining unit members who receive less than full-time appointments in the bargaining unit during the particular fiscal year.

20.3 Additional Compensation

a. Summer Session

Summer session assignments shall be compensated on the basis of the bargaining unit member's monthly salary for the immediately preceding academic year. Specifically, a bargaining unit member employee shall receive at least one month's salary for teaching a course with three or four credit hours or for fulfilling an assignment of three CUEs during the summer session. Other assignments shall be compensated on a pro rata basis, with each credit hour or CUE being worth one-third of a month's salary. Assignments in excess of six credit hours or six CUEs shall be compensated in accordance with Section 20.3 c below.

b. Grant/Contract Salaries

If a bargaining unit member is assigned work on an externally funded grant or contract, the work may be excluded from their assigned obligation if approved by the Provost or designee. For all such grant or contract work so excluded, a bargaining unit member may earn up to a total of twenty percent (20%) of their base salary in a twelve-month period. This amount for grant/contract work shall be in addition to the employee's base salary. However, the base salary shall not be funded by the same grant source.

c. Overload

Beginning with the 2021-2022 academic year, a bargaining unit member who is assigned duties in excess of the top of the relevant range of workload obligations specified in Article 4, Section 1, or in excess of six credit hours in a summer session shall be compensated for the excess work at the rate of at least \$1400 per credit hour or credit unit equivalency.

20.4 Twelve-Month Payment Option

Bargaining unit members on nine (9) month appointments may elect to have their salary distributed over twelve (12) months. Salary shall be distributed over nine (9) months unless employees notify the University in writing that they have elected the 12-month payment option, pursuant to University procedures.

20.5 Minimum Salaries

- a. Following the salary adjustments identified in Section 1(a) effective for FY23 a bargaining unit member who has a doctoral degree and is appointed to a full-time position in the bargaining unit for or during the 2022-23 academic year shall be appointed to at least a minimum salary of \$4608 per month.
- b. Following the salary adjustments identified in Section 1(a) effective for FY23 a bargaining unit member who has a master's degree and is appointed to a full-time position in the bargaining unit for or during the 2022-23 academic year shall be appointed to at least a minimum salary of \$4374 per month.
- c. Following the salary adjustment identified in Section 1(a) effective for FY23 a bargaining unit member who has a bachelor's degree and is appointed to a full-time position in the bargaining unit for or during the 2022-23 academic year shall be appointed to at least a minimum salary of \$3340 per month.

ARTICLE 21

MISCELLANEOUS

21.1 Workplace Bullying

In accordance with applicable statutes and regulations, existing and/or to be implemented, it is the intention of Northern Illinois University to establish an environment for learning and service that is free from all forms of harassment, including workplace bullying. Workplace bullying generally is described as repeated behavior directed toward an employee (or group of employees) that harms, intimidates, offends, degrades, or humiliates an employee(s) and clearly interferes with the professional working environment.

Article 22

DURATION – TERMINATION

22.1 Duration of Agreement

This Agreement shall become effective as of July 1, 2021, and, unless otherwise specifically provided herein, shall remain in full force and effect through June 30, 2025. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing not more than one hundred and twenty (120) days nor less than ninety (90) days to June 30, 2025, or June 30 of a subsequent year in the event of its automatic renewal, that it desires to modify its terms. Negotiations for a Successor Agreement shall begin on a mutually agreed upon date and at a mutually agreed upon time and place after the written notification required by this paragraph has been served upon the other party.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless a party gives at least ten (10) calendar days advance written notice to the other party of its desire to terminate this Agreement; provided, such termination date shall not be prior to June 30, 2025, or the anniversary/expiration date of a subsequent year in the event of its automatic renewal. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.

22.2 Zipper Clause

Except for the possible use of the negotiating clauses in Article 19.2 and consultation provisions expressly set forth in this Agreement, the University shall not be obligated to bargain collectively with the Union during the duration of this Agreement with respect to any matter pertaining to wages, hours, benefits, terms, and conditions of employment.

This Agreement constitutes the sole and entire existing agreement between the parties and expresses all obligations of and restrictions imposed on each of the respective parties during its term.

22.3 Authority

Except as expressly provided for in this Agreement, this contract shall not supersede:

Applicable federal and state laws;

Rules of federal and state agencies which have the force and effect of law;

Board of Trustees Regulations, NIU's Constitution and Bylaws, the NIU Policy Library, as well as the Undergraduate and Graduate Catalogs that are in effect during the appointment of a bargaining unit member.

Policies, procedures, and provisions of employment as established by Northern Illinois University.

22.4 Savings Clause

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, executive order, decision of a court of competent jurisdiction, or administrative agency having final authority over its provisions, such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect. Negotiations to substitute provision(s) for the invalidated provision(s) shall commence no later than thirty (30) days after either party has filed a written request to do so.

ACCEPTANCE BY THE PARTIES

IN WITNESS, WHEREOF, the Union and the Employer have executed this Agreement by their duly authorized representatives this _____ day of _____.

NORTHERN ILLINOIS UNIVERSITY

**UNIVERSITY PROFESSIONALS
OF ILLINOIS – LOCAL #4100**

**Northern Illinois University
Board of Trustees**

University Professionals of Illinois Local #4100

Keith Nyquist, Chapter President

SIDE LETTER OF AGREEMENT

UPI Instructors and NIU

Supplemental Increase to Current Base Salary

Effective for FY 2023 bargaining unit members who are in an active pay status and who are on the primary roster as of August 16, 2022 (or July 1, 2022, for 12-month appointments) shall receive a one-time adjustment of \$2500 to their current base salary. This one-time adjustment shall be provided following the implementation of the contractual salary adjustments for FY 22 and FY23 in accordance with Article 20, section 1 (a) and section 5.

Appendix A CREDIT UNIT EQUIVALENCIES

Northern Illinois University Instructors' Unit

- I. These guidelines for credit unit equivalencies (CUEs) were prepared by the University and the Union to meet the conditions of Article 4 of the BOT-UI Collective Bargaining Agreement. These guidelines were also formulated in a context where a full-time teaching load is defined as twelve, plus or minus one, credit hours per semester. Assignments of duties under these guidelines are intended to reflect the current practice, as well as the time and effort required of the Instructors.
- II. Except as specified below, the credit hours assigned to a course will be the same as those published in the current Undergraduate and Graduate Catalogs of Northern Illinois University found at <http://catalog.niu.edu>. No credit for any activity shall be granted unless the Department Chair assigns the Instructor to perform that activity.

III. Definitions

1. **Cluster Courses** refer to courses with different catalog numbers that are all offered at the same time in the same room. Example: A Zoology Instructor teaches ZOO 101, ZOO 303, ZOO 404, and ZOO 505 on Mondays, Wednesdays, and Fridays from 1:00 to 1:50 p.m. in Room 1313 of Zulauf.
2. **Course Multipliers** refers to devices that are used to adjust the credit hours for those courses where the workload is greater or lesser than the credit hours would imply. Example: A Zoology internship that carries 15 credit hours but involves about nine to ten hours per week of the bargaining unit member's time has a multiplier of .2 to make this work assignment equivalent to that of a normal three-hour course ($15 \times .2 = 3$).

For ease of presentation in the text, some multipliers involving fractions were rounded to the nearest hundredth. In determining actual workloads, however, these multipliers shall be interpreted as follows:

- .33 – one-third;
- .66 – two-thirds;
- .86 – six-sevenths;
- .55 – six-elevenths.

3. **Multiple Preparations** refer to teaching assignments that involve courses with different catalog numbers and cover different bodies of substantive knowledge. Example: A bargaining unit member who teaches one section of Introductory Zoology, one section of Vertebrate Zoology, and two sections of Invertebrate Zoology has three course preparations.

IV. Courses with Multipliers

1. Zero Credit Courses

0.00 x credit hours

COMS 407 (1-3)

EPSY 382 (0)

FCNS 256 (1-3)

FCNS 393 (1-3)

FCNS 394 (1-3)

FCNS 356 (1-3)

FCNS 460 (1-3)

FCNS 701 (1-3)

FCNS 710 (1-3)

NURS 350 (1-3)

NURS 499 (1-3)

AHCD 444 (1-6)

AHCD 499 (1-3)

Cluster Courses

Cross-Listed Courses

Honors Capstone

Embedded Honors

The zero multiplier applies to all cluster and cross-listed courses, except the one with the lowest credit hours associated with it.

2. Reduced Credit Hour Courses

ILAS 502 (3)

0.33 x credit hours

Independent Study (1-6)

The 0.33 multiplier for individual study applies on a per student basis, except when two or more students work on a joint project. For joint projects, credit is only given for one student.

3. Independent Recitation Courses

COMS 357 (4)

0.75 x credit hours

COMS 358 (4)

STAT 200 (4)

4. Labor Intensive Courses

OMIS 351 (3)	1.33 x credit hours
MATH 103	1.125 x credit hours
MATH 104 (1)	1.50 x credit hours

5. Nursing Clinical Experiences 1.50 x credit hours

- NURS 303 (2)
- NURS 313 (2)
- NURS 333 (2)
- NURS 323 (2)
- NURS 343 (2)
- NURS 433 (2)
- NURS 443 (2)
- NURS 453 (4)

Except on a voluntary basis, bargaining unit members will not be assigned two 4-hour clinical courses in the same semester.

6. Other Nursing Clinical Experiences

NURS 463 (3)	1.25 x credit hours
--------------	---------------------

V. Internship and Practicum Type Courses

1. Enrollment Driven Workload Courses

FINA 458 (3)	0.10 CUEs per student
MGMT456 (3)	
MGMT458 (1-6)	
OMIS 458 (3-6)	

KNPE 494 15 CUEs
15 CUEs for fall, spring and summer together with the department chair making an effort to ensure continuity of instruction. The expected load for this assignment will be 6, 6 and 3 CUEs for fall, spring, and summer session respectively. Should a change of instruction occur between the spring and summer semesters a multiplier will be used to determine CUEs.

Internship Coordination in KNPE (occurs semester previous to interning)	0.10 CUEs per student
Supervisor Interns in KNPE (occurs during semester student is enrolled)	0.10 CUEs per student

2. Fixed Workload Courses

3 CUEs per course

COUN 550 (1-6)

COUN 586 (1-6)

HESA 586 (3-9)

ETT 586 (6)

ETT 786 (6)

FCNS 475 (12)

FCNS 431 (2-15)

FCNS 474 (7)

FCNS 490 (6-12)

LEEA 586 (3-12)

LEEA 686 (3-12)

EPFE 586 (1-9)

LEBM 511 (1-6)

LEBM 586 (3-12)

LEBM 686 (3-12)

LTCY 587 (1-6)

TLCI 585A (3-6)

LTIC 589 or TLCI 589x (1-6)

PSYC 553 (1-3)

PSYC 554 (1-3)

KNPE 493 (All sections)

6 CUEs per semester

3. Parallel Workload Courses

ART 489 (1-6)

CUEs same as student credit hours

VI. Course Coordinators

1. No Load Courses

All 200, 300 and 400 level CSCI courses

0.0 CUE for first course;
1.5 CUE for each additional
course (per semester)

MATH 101

0.0 CUE for first course;

MATH 110	1.0 CUE for each additional course
MATH 155	
MATH 201	
MATH 103	
MATH 104 and 105	
2. Minimal Load Courses	
MATH 402	3 CUEs per year
3. Average Load Courses	
ACCY 206	3 CUEs per semester
ACCY 207	
COMS 100	
COMS 100P (fall semester only)	
COUN 211 (3)	
ENGL 102	
ENGL 103	
MATH 110P	
VII. Instructionally Related Assignments	
1. Advising	
MATH - MATH ED and Teacher Certification Students	3 CUEs per semester
ENGL Undergraduate Majors and Minors	3 CUEs per semester
2. Coordinators of Learning Laboratories	
COMS Media Lab	3 CUEs per semester
ENGL ESL Lab	
ENGL Writer's Workshop	12 CUEs per semester
COMS 100P and Learning Labs	9 CUEs per year
Director of Mathematics Assistance Center (MAC)	6 CUEs per semester
3. Tutors	
ENGL ESL Lab	3 CUEs per semester
Writers Workshop	
ENGL Networked Writing and Research Lab	
4. Other	
ENGL Contemporary Voices Department	3 CUEs per semester
ENGL Teacher Licensure Coordinator	12 CUEs per semester

CLAS Certification Coordinator	12 CUEs per semester 6 CUEs per Summer
KNPE Laboratory Technician	
Fall and Spring Semesters	6 CUEs each semester
Summer Semester	3 CUEs

VIII. Student Teacher Preparation - College of Education

1. Student Teaching Supervision in the College of Education

Teaching Load in Early Childhood, Elementary Education, Middle Level Education, Special Education and Visually Impaired Education will be:

Students in 1-11 Schools:	0.39 CUEs per student per quarter or 0.78 CUEs per student per semester
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The modality of supervision will be determined by the department chair. The number of visits and meetings with cooperating teachers will be decided by the Department Chair and Instructors.

Students in 11.05-14 Schools:	0.430 CUEs per student per quarter or 0.860 CUEs per student per semester
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2. Clinical Courses

KNPE 300 (1)	2 CUEs
MLTL 302(1)	2 CUE (The course shall be capped at 25 students per section)
MLTL 303 (1)	2 CUEs (The course shall be capped at 25 students per section)
MLTL 304 (1)	3 CUEs (The course shall be capped at 20 students p per section)
TLEE 382 (1)	2 CUEs (The course shall be capped at 25 students per section)
TLEE 383 (2)	3 CUEs (The course shall be capped at 16 students per section)

TLEE 385 (1)	2 CUEs (The course shall be capped at 25 students per section)
TLEE 587 (1)	2 CUEs (The course shall be capped at 16 students per section)
SEEC 282 (3)/582(1)	3 CUEs
SEEC 382(3)/583(1)	3 CUEs
SESE 418 (2)	3 CUEs
SESE 449 (2)	3 CUEs
SESE 463 (2)	3 CUEs
SESE 608 (1-3)	1 CUE
SEVI 580 (1-3)	4 CUEs
SEVI 480 (4)	3 CUEs

Clinical course shall not count in determining the number of course preparation for Instructors in the College of Education.

IX. Over-Enrollment

If a Bargaining Unit Member's contact intensive class enrollment exceeds the stated capacity (or actual enrollment for specific courses) in the class during the 2005-2006 academic year by the percentages outlined below, that shall constitute an Over-Enrollment and an adjustment of 1 CUE shall be awarded per class.

For Classes Containing:	Any Increase over:
20 or under	25%
21-60	30%
61-100	35%

The Add-Drop deadline will be used as the official date for determining enrollments each semester.

Exceptions:

- Only over-enrollments assigned by the Chair shall be eligible for CUE adjustments;
- Large lecture courses in which evaluation is based heavily on machine-scored exams are not contact intensive, regardless of enrollment;
- Courses which rely heavily on guest speakers where the Bargaining Unit Member's role is limited to organizing and/or facilitating the course are not contact intensive, regardless of enrollment.
- For courses that are team-taught by several faculty, only one will get credit for over-enrollment;

- CUE adjustments will not be made if teaching assistants are assigned to deal with the extra work associated with the course;
- In determining historical trends, on-campus course sections will be compared only to on-campus course sections and off-campus course sections will be compared only to off-campus sections;
- Summer school classes that are covered by separate contracts;
- All off-campus classes that are offered for cohorts of students who enter and progress through degree/certification programs together; and
- Classes offered for less than three credit hours (one credit-hour course overloads will be adjusted by 0.33 CUE and two credit-hour course overloads will be adjusted by 0.67 CUE).

X. Student Teaching - Colleges other than Education

1. Pre-Clinical Experience and Intermediate Experience

For the other colleges, bargaining unit members who teach observational-based courses that are required as part of teacher certification programs will receive CUEs that match the credit hours listed for those courses in the Undergraduate Catalog.

2. Student Teaching

- | | | |
|----|---------------------------|-----------------------|
| a. | Liberal Arts and Sciences | 0.67 CUEs per student |
| b. | Visual & Performing Arts | 0.67 CUEs per student |

XI. One-on-one Studio Instruction

Music: Voice and Instrument	0.50 CUEs per student
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Art: Art and Design	0.50 CUEs per student
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XII. Multiple Preparations

1a. If a bargaining unit member's workload exceeds three (3) different preparations per semester or the University shall award the bargaining unit member one (1) CUE for each additional preparation greater than three (3). This CUE or CUEs is/are in addition to any CUEs awarded per the provisions in XII 1b

1b. If a bargaining unit member's workload exceeds four (4) different preparations in an academic year, the University shall award the bargaining unit member one (1) CUE for each additional preparation greater than four (4). This CUE or CUEs is/are in addition to any CUEs awarded per the provisions in XII 1.a.

In counting preparations, the following shall not be included: Courses with two (2) or fewer credits, KNPE activity classes, zero credit courses, cluster courses (see definition in

Appendix A. III.1) laboratory sections of courses, studio instruction, practica, internships, independent study, nursing clinicals, student teaching, and other courses that do not require substantial preparation. NIU and UPI must agree before other types of courses that are not listed here can be excluded in counting number of preparations.

XIII. Travel Time Adjustment

1. No travel time adjustment is given if only one off-campus course is assigned to an Instructor in a given semester.
2. For the second and each additional off-campus course that is assigned in a given semester, an adjustment of .04 CUEs will be awarded for each required round-trip of more than 60 miles up to a maximum of 1 CUE per course. Travel time is to be determined from the department's main office or the employee's home address, whichever is closer to the site of the off-campus course.
3. Travel Time adjustments do not apply to courses involving nursing clinicals, internships, practica, student teaching, and other types of training/instruction conducted in the field and for which travel adjustments are already made.

Travel Time adjustments do not apply to instructors who are explicitly hired to staff off-campus sites (e.g., Hoffman Estates and the Rockford Center) or to staff programs that are offered primarily, if not exclusively, at off-campus sites (e.g., Executive MBA and Bachelors in General Studies).

4. These CUE guidelines may be modified to permit monetary compensation in lieu of credit units for travel required by off-campus assignments.

XIV. Other Non-Instructional Activities

At the sole discretion of the Department Chair and with the prior approval of the Dean of the relevant college, an Instructor may be assigned to other non-instructional activities that directly support the mission of the department. The CUEs to be credited for such activities shall be individually negotiated and mutually agreed upon prior to the commencement of the activity. These positions will be defined by job descriptions that (a) are developed by Department Chairs in consultation with the affected employees and (b) are approved by the Dean of the relevant college and the Provost.

The following represent some, but not all of the, activities that can support the mission of a department.

- Working on curriculum development;
- Serving on University, College, or Department committees;
- Writing grant proposals;
- Engaging in scholarly or artistic endeavors;
- Holding office in a professional organization;

- Evaluating student portfolios or recitals;
- Database creation and management.

XV. Extra Compensation

Instructors frequently perform extra duties that are not easily converted into credit unit equivalencies. These duties include, but are not limited to, such diverse activities as the following:

- Making occasional presentations in seminars, workshops, or other classes;
- Preparing cadavers for anatomy courses;
- Proctoring GMAT exams;
- Participating in other testing programs;
- Serving as day trip or summer camp director;
- Providing language interpretation for foreign dignitaries while on campus;
- Opportunities to earn extra compensation will continue to be available for bargaining unit member through individually negotiated contracts.

APPENDIX B
Annual Service Report of Instructors
January – December _____

Note: This format for annual service report is recommended for a broad range of assignments. All categories of this report outline may not be applicable to all assignments. Any deviations from this recommended format shall be jointly determined at the annual meeting referenced in the Evaluation Article 7 in the Collective Bargaining Agreement. Provide information only for the items relevant to your assignments during the evaluation calendar year and submit the report to your department chair by the deadline established in the Collective Bargaining Agreement.

Instructor’s Name: _____ **Date Submitted:** mm/dd/yyyy

Department/School: _____

1. Teaching Responsibility

- a. List Courses Taught: Additional Information can include (but not limited to) Type of Load such as Regular or Overload, online or face-to-face, etc.

Semester Year	Course No. and Title (Credits), Section #	Additional Information

- b. List efforts undertaken to improve teaching (including but not limited to participation in teaching effectiveness programs – include date, title, duration, and sponsor; introduction of new or innovative teaching techniques, technology, teaching materials, etc.). Include details.
- c. List Contributions to Curricula or Academic Program (including but not limited to curricular revisions, development of new courses or programs, evaluation of current program or curricula, etc., including details such as date, role in the contribution, and approval or outcomes.)

- 2. Course-Related Materials** (including but not limited to syllabus, course-related presentation materials, course activities such as homework, laboratory/studio exercises, projects, exams, etc.). Provide actual materials or samples that highlight information provided for 1b and 1c.

- 3. Supervisory or Administrative Duties** (if assigned as part of workload) – Provide details.

- 4. List Other Information Relevant to Assigned Duties** (including but not limited to department/ college/university committee work, publications, conference presentations, research, service to professional societies, professional public service, special circumstances or challenges related to assigned duties, etc.). Include where applicable details such as role, bibliographic data or explanation.

- 5. List Other Items, if any, Jointly-Decided at the Annual Meeting** – Provide details.

Memorandum of Understanding Confidentiality Agreement

With respect to the forthcoming Collective Bargaining Agreement, the parties agree to refrain from public announcements, critiques, or press releases pertaining to negotiation proposals or any release of information pertaining to the costs or percent increases in whole or on an individual basis. The parties acknowledge that language provisions of the agreement may be discussed with relevant administrators, department chairs, deans, and members of the bargaining unit as necessary to facilitate the ratification process, subsequent contract administration protocols, and that the actual contract will be available for general distribution and on-line.

For the University Date

For the Union Date

SURPLUS REAL ESTATE PROPERTY DETERMINATION NURSING BUILDING

Summary: Although it has served NIU well over its 35 years as university property, the eventual relocation of the School of Nursing (Nursing program) to the new Health IT Center will cause the Nursing Building to be surplus to the university academic requirements. Coincidentally, a desire by the DeKalb Community Unit School District 428 (DeKalb CUSD 428) to expand its footprint to accommodate a growing student population creates the potential for this property to continue to serve the community.

In this context, the university is requesting the Board determine the property as surplus to the university's needs.

Background: The existing property located at 1240 Normal Road in DeKalb consists of a single-story, 24,000 square-foot structure on 9.1 acres. The university purchased the property in 1987 to accommodate the Nursing program.

DeKalb CUSD 428's possible timeline for utilizing the property may require a temporary relocation of the Nursing program until the completion of the Health IT Center. If such action is required, the Nursing program relocation will be a subsequent board approval action.

Recommendation: The University recommends Board of Trustee approval of the request for Surplus Real Estate Property Determination Nursing Building. Updates will be provided to the Board as appropriate, and subsequent approval for actual sale of the property will be requested from the Board prior to proceeding with such a transaction.

ESTABLISHMENT OF BOARD OF TRUSTEES STAFF EXCELLENCE AWARD

Summary: The following item presents the establishment of a Board of Trustees Staff Excellence Award.

Background: NIU staff have been recognized with presidential level excellence awards starting with the Operating Staff Outstanding Service Award that began recognizing staff in 1984 and followed by the Supportive Professional Staff Presidential Award for Excellence that began awarding staff in 1992. Since that time, no additional university level awards have been added to recognize staff and the awards have remained largely the same, although staff classifications and responsibilities have changed greatly.

Over the last few years, the president's office has received feedback that the current awards do not adequately recognize staff who are instrumental to the success of the university. The president and chief human resource officer agree and to that end, a subgroup of staff who serve on the Operating Staff Council Awards Committee and Supportive Professional Staff Awards Committee/Council has been reviewing changes to the current awards. The goal is to create a more inclusive award structure that will be launched later this fall. As a part of that process, a Board of Trustees Staff Excellence Award was proposed.

Since establishing the award in 2007, the Board of Trustees has recognized the significant contributions of faculty through the Board of Trustees Professorship. The proposed Board of Trustees Staff Excellence Award will allow a similar level of recognition annually for up to two staff members who make significant contributions to NIU. The President requests that the Board approve the establishment of these awards and will report back to the Board when the award process, eligibility and criteria are finalized.

Funding: Institutional Funds - \$10,000.00

Recommendation: The University recommends that the Board of Trustees approve the request to establish the Board of Trustees Staff Excellence Award.

INVESTMENT AND CASH MANAGEMENT POLICY

Summary: The university requests Board of Trustees approval for revisions made to the Investment and Cash Management Policy. The updated policy is attached with noted changes as follows:

- **VI: Risk:** Spelled out FDIC acronym.
- **VII: Roles and Responsibilities, Section C & Section D:** Revised verbiage to clarify the Investment Committee's advisory role, reporting to the Vice President of Administration & Finance and Chief Financial Officer (VPCFO), and membership structure to require faculty and staff representation. Updating the title of the VPCFO to include Chief Financial Officer role in both Sections C & D.
- **VII: Roles and Responsibilities, Section E:** Updated position titles based on the consolidation of the Department of Treasury Operations and Controller's Office.
- **XI: Sustainability Factors:** Added a paragraph regarding sustainability factors considered by management when evaluating investment decisions.

No other changes to content have been made. This version will be posted on the university's website and forwarded to the appropriate financial partners.

Background: The university is required to maintain a written investment policy per 30 ILCS 235/2.5. To ensure compliance with the statute, the university has established and implemented an Investment and Cash Management Policy to address safety of principal, liquidity of funds, return of investment, and other factors as outlined by the statute. On occasion, revisions to the policy are needed based on various internal and external factors, which requires board approval per the Policy. The Investment and Cash Management Policy was last approved by the Board of Trustees on September 14, 2017.

Funding: N/A

Recommendation: The University recommends that the Board of Trustees approve the Investment and Cash Management Policy.

NORTHERN ILLINOIS UNIVERSITY
Investment and Cash Management Policy

Submitted by: NIU Investment Committee
Board Approval: ~~September 14, 2017 (TBD)~~

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I. Philosophy

The University shall manage its cash and investments in a manner that will preserve principal, meet operating cash flow needs, and produce a yield which would be described in the current marketplace as acceptable by conservative investment managers. Investment strategies will evolve over time as market conditions, interest rates, and operational needs change. Such strategies must comply with applicable State and Federal statutes and bond indentures.

University cash and investments shall be managed with prudent judgment and care. The investment portfolio shall be managed with the intention of obtaining the highest possible net return, balancing reasonable growth and yield with acceptable risk. In addition, the portfolio shall exhibit diversity with respect to instrument type and duration.

II. Guidelines

A. Board of Trustees Regulations

Regulations of the Board of Trustees ([Section V.D.](#)) allow the combining of funds of the same category or classification in a single account with an authorized depository as long as the University's books and records reflect the amount deposited in each fund and the charges against each fund. Any amount of such deposits in excess of the amount reasonably necessary to meet the anticipated expenses of such funds may be invested in any investment permitted by the laws of the State of Illinois for the investment of public funds unless otherwise restricted by a bond or other legal covenant.

B. Bond Funds and Other Debt Instruments

The Resolutions authorizing the issuance of revenue bonds and other debt instruments may place restrictions on the investment of these funds. The maturity of investments purchased should be aligned with drawdown and/or use of funds schedules. The investments are limited to those permitted by resolution or meeting the requirements of this investment policy. In the event of a conflict between the regulations and the requirements of specific bond resolutions, the latter shall govern.

C. Depositories

All funds not required to be paid into the State Treasury shall be deposited in banks authorized by the Board of Trustees to serve as depositories. University depositories must be insured with the Federal Deposit Insurance Corporation. University accounts shall be held in the name of Northern Illinois University. Banking activities will be conducted in a manner that is compliant with State statute and Board of Trustees regulations.

III. Authorized Investments

Funds should be invested in accordance with the State of Illinois Public Funds Investment Act ([30 ILCS 235](#)). Acceptable investments include but are not limited to:

- Instruments guaranteed by the full faith and credit of the United States of America
- Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies
- Interest-bearing savings accounts, certificates of deposit or time deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act ([205 ILCS 5](#))
- Commercial paper, as outlined in the Public Funds Investment Act
- Money market mutual funds, as outlined in the Public Funds Investment Act

- Public Treasurers' Investment Pool, commonly known as the [Illinois Funds](#)

Foreign investments are prohibited. Additionally, the Investment Committee may specify criteria more restrictive than those of the Illinois Public Funds Investment Act.

IV. Diversification and Allocation

The investment portfolio should be reasonably diversified among instrument types and maturities. With the exception of US Treasuries, no single instrument type should comprise more than 50% of the portfolio. Maturities should be laddered to coincide with operational needs. The weighted average duration of the portfolio will be determined by the Investment Committee and will be adjusted as appropriate.

The Investment Committee will determine target asset allocation strategies that allow for the maximum rates of return while providing a stable income stream.

V. Collateralization

Funds on deposit which exceed the amount of federal deposit insurance coverage must be collateralized with bonds or pledged securities. The State Finance Act ([30 ILCS 105/6a-1a](#)) limits the types of pledged securities to those which the State Treasurer may accept for amounts not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The market value of the bonds or pledged securities shall at all times be equal to or greater than the uninsured portion of the deposit.

VI. Risk

Custodial Credit Risk is the risk of loss due to a financial institution or counterparty failing. This would result in the University not receiving the full value of its deposits held by such party. In accordance with the Illinois Public Funds Investment Act ([30 ILCS 235](#)), public funds on deposit not covered by [Federal Deposit Insurance Corporation \(FDIC\)](#) insurance require pledged securities to be placed by financial institutions or counterparty. Collateral agreements are to provide for a third party custodian to hold such pledged securities. To mitigate custodial credit risk, all pledged securities on behalf of the University are held in an account in the name of Northern Illinois University.

Credit Risk represents a loss due to the failure of a security issuer to fulfill its obligation to make interest and/or principal payments in accordance with required dates. By limiting investments to only those authorized by the Illinois Public Funds Investment Act ([30 ILCS 235](#)), the University's exposure to credit risk is mitigated.

Interest Rate Risk is the risk that a change in interest rate will adversely affect the fair value of an investment. The University mitigates interest rate risk by maintaining adequate cash or cash equivalent balances that are consistent with expected cash flows of the University, thus minimizing risk associated with changes in market value and/or interest rate fluctuation.

Concentration of Credit Risk is managed with diversification of investments held at any one time in the University's portfolio. The risk of loss due to having a significant portion of University resources invested in a single issuer is minimized and controlled by limitations as set forth in this policy.

Foreign Currency Risk or investments exposed to currency rate fluctuations are controlled by adherence to the Illinois Public Funds Investment Act ([30 ILCS 235](#)).

VII. Roles and Responsibilities

A. Board of Trustees

Northern Illinois University Board of Trustees shall approve the Investment and Cash Management Policy and revisions, new depository relationships, changes/additions to signatory authority, and the quarterly written reports of investments status and activity.

B. Finance, Audit, Compliance, Facilities and Operations Committee

The Finance, Audit, Compliance, Facilities and Operations Committee (FACFO) has oversight responsibilities for the Investment Committee. FACFO submits investment reports to the Board of Trustees on a quarterly basis.

C. Investment ~~Committee~~ Advisory Group

The Investment Committee is ~~comprised of the~~ an advisory group established to advise the Board Treasurer and Vice President of Administration ~~and~~ & Finance ~~and~~ Chief Financial Officer (VPCFO) on investment goals, objectives and strategies, and is comprised of the Associate Vice President for Finance and ~~Budget~~ Treasury, the Controller, ~~and the~~ Director of Treasury Operations ~~Deputy Controller~~ (non-voting), ~~and any others appointed by the VPCFO~~. To ensure shared governance, it shall include faculty and staff, a faculty representative may shall be appointed by the ~~Vice President of Administration and Finance~~ VPCFO.

The Investment Committee was established to assist the University in fulfilling its fiduciary investment responsibilities. The Investment Committee shall:

- Meet at least once per quarter in advance of the FACFO meeting.
- Review and ~~revise~~ recommend investment goals, objectives, and policy as needed.
- ~~Determine~~ Recommend target asset allocation strategies.
- ~~Establish~~ Recommend performance measures.
- ~~Select~~ Recommend external investment advisors, managers, and/or brokers.
- ~~Report~~ Review and revise quarterly reports to the President and Board of Trustees, through the FACFO, the results of investment activity.
- Review and ~~approve~~ recommend changes in report content and/or format.
- Periodically review the investment portfolio for its effectiveness in meeting University needs regarding safety, liquidity, return, and diversification.
- Recommend new committee members.

D. Board Treasurer and Vice President of Administration ~~and~~ & Finance ~~and~~ Chief Financial Officer

The Board Treasurer is authorized to designate depositories at such locations that require local banking services away from the Northern Illinois University main campus. Consistent with Board of Trustees regulations all new depository relationships require specific Board approval.

The Board Treasurer is authorized to delegate signature authority for a single specific purpose, bank, and/or investment account. The delegation involves University departments and/or agency relationships within the University.

The Board Treasurer acts as the Investment Committee Chair.

E. ~~Director of Treasury Operations~~ Deputy Controller

The ~~Director of Treasury Operations~~ Deputy Controller serves as the University's Chief Investment Officer. The ~~Director of Treasury Operations~~ Deputy Controller shall:

- Establish a system of internal controls and written procedures designed to prevent fraud, misrepresentation, and employee error.
- Draft and distribute reports as required by Illinois statutes, Board of Trustees Regulations, and University policy.
- Execute investment trades.

VIII. Reporting

Investment reports should demonstrate the status and performance of cash and investments.

The Accountability for the Investment of Public Funds Act ([30 ILCS 237](#)) requires the University to provide the following information online by the 15th of each month:

- the amount of funds held by that agency on the last day of the preceding month or the average daily balance for the preceding month;
- the total monthly investment income and yield for all funds invested by that agency;
- the asset allocation of the investments made by that agency; and
- a complete listing of all approved depository institutions, commercial paper issuers, and broker-dealers approved to do business with that agency.

The Illinois Public Funds Investment Act ([30 ILCS 235](#)) requires quarterly reporting to the Board of Trustees and the University President. At a minimum, the reports shall include securities by class or type, income earned, book value, and market value as of the report date.

Regulations of the Board of Trustees ([Section V.D.](#)) require the University to submit an annual Report of Depositories as of June 30th. The report consists of beginning balances, withdrawals, and ending balances for all bank accounts. In addition, a statement of investment policy shall be submitted with the Report of Depositories.

IX. Advisors

The University may utilize the services of external advisors to assist in trade executions and the management of investments. The Investment Committee will develop a selection process to research and analyze prospective vendors for inclusion in the pool of investment advisors.

X. Ethics

All employees are responsible for compliance with this policy and applicable State and federal laws, including the State Officials and Employees Ethics Act ([5 ILCS 430](#)).

University employees involved in the investment process shall refrain from any actions and/or activity that would be in conflict with the proper execution of the investment program.

XI. Sustainability Factors

Material, relevant, and decision-useful sustainability factors have been or are regularly considered by the agency, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include but are not limited to: (i) corporate governance and leadership factors; (ii) environmental factors; (iii) social capital factors; (iv) human capital factors; and (v) business model and innovation factors, as provided under the Illinois Sustainable Investing Act.

FISCAL YEAR 2022 REPORT TUITION AND FEE WAIVERS

The Illinois Board of Higher Education issued Tuition and Fee Waiver Guidelines for Illinois Public Universities in June 1999, which was amended in February 2000. These guidelines include the requirement that tuition and fee waivers granted during the fiscal year be reported to each university's Board of Trustees. Pursuant to that requirement, the university has prepared the following report for FY22. The FY21 report, approved in September 2021, is included for reference.

Fiscal Year 2022
Total Tuition and Fee Waivers
07/01/2021 - 08/31/2022

(rounded to nearest dollars)

Mandatory Waiver Category

Program	Total Waived		Tuition Waived		Fees Waived	
	Number of Recipients	Total Waived	Number of Recipients	Tuition Waived	Number of Recipients	Fees Waived
Teacher Special Education	63	\$ 735,683	63	\$ 566,096	50	\$ 169,587
ROTC	35	\$ 207,218	34	\$ 205,448	21	\$ 1,770
DCFS	45	\$ 234,241	43	\$ 185,941	34	\$ 48,300
Children of Employees	121	\$ 468,820	121	\$ 468,820	-	\$ -
Senior Citizens	4	\$ 17,307	4	\$ 17,307	-	\$ -
Honorary Scholarships	-	\$ -	-	\$ -	-	\$ -
Veterans Grants & Scholarships*	314	\$ 2,423,017	308	\$ 2,130,330	196	\$ 292,687
Other (please specify)**	-	\$ -	-	\$ -	-	\$ -
Mandatory Waiver Totals	582	\$ 4,086,286	573	\$ 3,573,942	301	\$ 512,344
Unduplicated Mandatory Count***	582		572		301	

Discretionary Waiver Category

Program	Total Waived		Tuition Waived		Fees Waived	
	Number of Recipients	Total Waived	Number of Recipients	Tuition Waived	Number of Recipients	Fees Waived
Faculty/Administrators (Non-Civil Service)	64	\$ 298,660	64	\$ 297,467	2	\$ 1,193
Civil Service	132	\$ 652,241	132	\$ 617,632	37	\$ 34,609
Interinstitutional/Related Agencies	39	\$ 123,313	39	\$ 123,313	-	\$ -
Retired University Employees	11	\$ 33,110	11	\$ 30,850	3	\$ 2,260
Children of Deceased Employees	2	\$ 15,340	2	\$ 14,340	2	\$ 999
Children of Employees	-	\$ -	-	\$ -	-	\$ -
Academic/Other Talent	705	\$ 3,546,941	705	\$ 3,546,941	-	\$ -
Athletic	215	\$ 1,604,165	215	\$ 1,604,165	-	\$ -
Gender Equity in Intercollegiate Athletics	131	\$ 1,194,639	131	\$ 1,194,639	-	\$ -
Foreign Exchange Students	-	\$ -	-	\$ -	-	\$ -
Out-of-State Students	-	\$ -	-	\$ -	-	\$ -
Foreign Students	17	\$ 182,629	17	\$ 182,629	-	\$ -
Fellowships	11	\$ 49,031	11	\$ 49,031	-	\$ -
Student Need - Financial Aid	-	\$ -	-	\$ -	-	\$ -
Student Need - Special Programs	6	\$ 41,309	6	\$ 41,309	-	\$ -
Cooperating Professionals	287	\$ 808,736	287	\$ 808,736	-	\$ -
Research Assistants	421	\$ 2,421,278	421	\$ 2,421,278	-	\$ -
Teaching Assistants	689	\$ 4,151,074	689	\$ 4,151,074	-	\$ -
Other Assistants	140	\$ 1,020,110	140	\$ 1,020,111	-	\$ -
Contract/Training Grants	30	\$ 205,812	30	\$ 205,812	-	\$ -
Other (please specify)**	-	\$ -	-	\$ -	-	\$ -
Discretionary Waiver Totals	2,900	\$ 16,348,388	2,900	\$ 16,309,327	44	\$ 39,061
Unduplicated Discretionary Count***	2,800		2,800		44	

Waiver Totals

	Total Waived		Tuition Waived		Fees Waived	
	Number of Recipients	Total Waived	Number of Recipients	Tuition Waived	Number of Recipients	Fees Waived
Mandatory & Discretionary Waiver Totals	3,482	\$ 20,434,674	3,473	\$ 19,883,269	345	\$ 551,405
Unduplicated Mandatory & Discretionary Count****	3,370		3,363		345	

* Illinois Veterans Grants (ISAC), Illinois National Guard Grants (ISAC), and MIA/POW Scholarships (Department of Veterans' Affairs). Included are only the waived portion of these grants.

** Other waiver categories must be approved by the Board of Higher Education prior to reporting.

*** Each recipient is counted only once in the unduplicated count even if they benefited from multiple waivers during the academic year.

**** Each recipient is counted only once in the Total Count of Waivers even if they benefited from a mandatory and a discretionary waiver.

FISCAL YEAR 2021
TOTAL TUITION AND FEE WAIVERS

Note: Recipients are represented once for each waiver program
Rounding may cause some small variances in total values

(in thousands of dollars)	Number of Recipients (unduplicated)	Tuition Waived		Fees Waived	
		Number of Recipients (unduplicated)	Value of Waivers	Number of Recipients (unduplicated)	Value of Waivers
<u>MANDATORY WAIVER CATEGORY</u>					
<u>PROGRAM:</u>					
Teacher Special Education	67	67	\$618.6	59	\$179.0
General Assembly	-	-	0.0	-	0.0
ROTC	37	35	221.8	25	2.2
DCFS	33	33	119.5	20	30.4
Children of Employees	111	111	473.2	-	0.0
Senior Citizens	4	4	8.4	-	0.0
Honorary Scholarships	-	-	0.0	-	0.0
Veterans Grants & Scholarships*	313	308	2,037.2	190	253.8
Other (please specify) **	-	-	0.0	-	0.0
	-	-	-	-	0.0
	-	-	-	-	0.0
Unduplicated Mandatory Waiver Count Total ***	563	558	\$3,478.7	294	\$465.4

DISCRETIONARY WAIVERS CATEGORY

<u>PROGRAM:</u>					
Faculty/Administrators (Non-Civil Service)	75	75	379.3	3	1.6
Civil Service	175	175	870.5	53	60.8
Interinstitutional/Related Agencies	44	44	148.2	-	0.0
Retired University Employees	9	9	20.8	3	0.9
Children of Deceased Employees	4	4	26.9	4	6.1
Children of Employees	-	-	0.0	-	0.0
Academic/Other Talent	834	834	4,071.4	1	0.0
Athletic	188	188	1,547.1	-	0.0
Gender Equity in Intercollegiate Athletics	151	151	1,319.1	-	0.0
Foreign Exchange Students	-	-	0.0	-	0.0
Out-of-State Students	-	-	0.0	-	0.0
Foreign Students	15	15	138.3	-	0.0
Fellowships	-	13	55.9	-	0.0
Student Need - Financial Aid	2	2	14.5	-	0.0
Student Need - Special Programs	4	4	27.5	-	0.0
Cooperating Professionals	348	348	943.0	-	0.0
Research Assistants	397	397	2,076.0	-	0.0
Teaching Assistants	723	723	4,405.0	-	0.0
Other Assistants	120	120	740.6	-	0.0
Contract/Training Grants	26	26	185.5	-	0.0
Other - Fellowships ***	13	13	55.9	-	0.0
	-	-	0.0	-	-
Unduplicated Discretionary Waiver Count Total ***	2,984	3,128	\$17,025.3	64	\$69.3

Unduplicated Summary Tuition and/or Fees	Number of Recipients	Total Value of Waivers
Mandatory Waiver Category Total***	563	\$3,944.1
Discretionary Waiver Category Total***	2,984	\$17,094.6
Total count of Waivers****	3,547	\$21,038.7

* Illinois Veterans Grants (ISAC), Illinois National Guard Grants (ISAC), and POW/MIA Scholarships (Department of Veterans' Affairs). Included are only the waived (unfunded) portion of these grants.

** Other waiver categories must be approved by the Board of Higher Education prior to reporting.

*** Each recipient is counted only once in the unduplicated count even if they benefited from multiple waivers during the academic year.

**** Each recipient is counted only once in the Total Count of Waivers even if they benefited from a mandatory and a discretionary waiver.

**Agenda Item 8.c.6.
September 15, 2022**

Information

UNIVERSITY LIBRARIES OVERVIEW

Dean Fred Barnhart will present an overview of the University Libraries.

BOARD OF TRUSTEES 2023 MEETING DATES APPROVAL

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

March 23	4 th Thursday
June 15	3 rd Thursday
September 21	3 rd Thursday
December 7	1 st Thursday

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

BOARD OF TRUSTEES 2023 COMMITTEE MEETING DATES

Executive Committee

Academic Affairs, Student Affairs and Personnel Committee

Finance, Audit, Compliance, Facilities, and Operations Committee

Research and Innovation, Legal and Legislative Affairs Committee

February 16	3 rd Thursday
May 11	2 nd Thursday
August 24	4 th Thursday
November 9	2 nd Thursday

All Board of Trustees Committees will convene in the Board of Trustees Room, beginning at 8:30 a.m. unless indicated differently in future meeting notifications.

CLOSED SESSION MINUTES REVIEW AND RELEASE

Summary: The Illinois Open Meetings Act requires public bodies to review the minutes of their Closed Session Minutes on a semiannual basis and to determine what parts of the minutes they should make available to the public because they no longer require confidential treatment.

Recommendation: Upon review and advice of the Board's Parliamentarian, it is recommended that the Board approve no additional release from confidentiality of any of the previously unreleased sections of the Closed Session minutes at this time. Those sections which are still subject to confidentiality, together with sections from subsequent meetings, will be considered again later this year.

BOARD OF TRUSTEES BYLAW 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. After approval of the Board to conduct a periodic review, and assignment of that review to committee by the Board Chair, a proposal of suggested changes and updates to the Board *Bylaws* from the Office of General Counsel was presented to the Research and Innovation, Legal and Legislative Affairs (RILLA) Committee at its meeting on August 18, 2022 for review and consideration. At this meeting, the RILAA Committee approved a *Bylaws* amendment proposal for presentation and “First Reading” to the full Board.

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

Bylaws of the Board of Trustees may be amended at any regular meeting of the Board by six (6) affirmative votes of the Members of the full Board, provided that 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.

Attached, is a copy of the *Bylaws* amendment proposal that was passed out of the RILLA Committee, including amendments that were made by the RILLA Committee on August 18, 2022.

At its September 15, 2022 Meeting, the Board of Trustees may review and discuss the presentation of the *Bylaws* amendment proposal under “First Reading.” If there are any amendments that the Board would like to make to the proposal, those can be done by a proper motion, discussion and vote to approve the amendments. Once reviewed by the Board on September 15, 2022, the *Bylaws* amendment proposal will be placed on the agenda for the Board’s next regular meeting on December 8, 2022 for “Second Reading” and final approval, as required by the Board of Trustees *Bylaws*.

RECOMMENDATION: Per the Board of Trustees *Bylaws*, it is recommended that the Board approve the First Reading of the *Bylaws* amendment proposal, along with any amendments deemed necessary or suitable by the Board, and forward the final *Bylaws* amendment proposal for Second Reading and final approval at the December 8, 2022 Regular Meeting of the Board of Trustees.

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 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.

B. 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.

C. 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.

D. 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.

E. . 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.

F. 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, as well as electing a fifth board member to serve on the Executive Committee.

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.

4. 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.
8. Sign, as attesting official, any contracts or other legal documents approved by the board.

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, like 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. General

Each standing committee of the board, not including the Executive Committee and ad hoc committees, shall be comprised of the full membership of the board. 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.

Committee meetings will be scheduled so as to facilitate the timely review of matters under consideration by the board.

The committees 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 2. 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 elected 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 over 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 3. 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 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.

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.

Section 4. 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 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.

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. 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.

Section 5. 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 Trustees'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 board chair, president and board treasurer shall serve as members, the first being able to vote and the second and third without voting powers.

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.

Section 6. 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 contract, including but not limited to procurement contracts, or a 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.

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.