



Special Meeting  
of the  
Board of Trustees

*February 16, 2023*

**Special Meeting of the  
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY  
12:30 p.m. – Thursday – February 16, 2023**

**This meeting is being conducted in person and through videoconferencing communications pursuant to Public Act 101-0640, enacted June 12, 2020, and section 7(e) of the Illinois Open Meetings Act, allowing for virtual board meetings during a disaster declaration relating to public health concerns. As Chair of the committee, I have determined that an in-person meeting is not practical or prudent because of the disaster. As such, trustees may attend today’s meeting by audio and visual conferencing and not by physical presence.**

**AGENDA**

- 1. Call to Order and Roll Call
- 2. Verification of Quorum and Appropriate Notification of Public Meeting
- 3. Meeting Agenda Approval..... *Action*..... i
- 4. [Review and Approval of Minutes of December 8, 2022](#) ..... *Action*.....1
- 5. Chair's Comments/Announcements
- 6. Public Comment\*
- 7. President’s Report No. 166
  - a. [Fiscal Year 2024 Room and Board Pricing Recommendation](#)..... *Action*.....8
  - b. [Fiscal Year 2024 Undergraduate Tuition Pricing Recommendation](#)..... *Action*.....10
  - c. [Fiscal Year 2024 Graduate and Law Tuition Pricing Recommendation](#)..... *Action*.....12
  - d. [Fiscal Year 2024 Undergraduate, Graduate, and Law Student Fee Pricing Recommendation](#)..... *Action*.....16
  - e. [Graduation Fee Proposal](#)..... *Action*.....20
  - f. [Fiscal Year 2024 Student Health Insurance](#)..... *Action*.....21
  - g. [EAB Master Service Agreement \(MSA\)](#)..... *Action*.....22
  - h. [Collective Bargaining Agreement for the Metropolitan Alliance of Police Chapter #414 Security Guards](#)..... *Action*.....25
- 8. Other Matters
- 9. Next Meeting Date
- 10. Closed Session
- 11. 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](mailto:ccoppel@niu.edu).

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

Minutes of the  
**Board of Trustees of Northern Illinois University**  
**Regular Meeting**  
December 8, 2022

**CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 9:02 a.m. by Board Chair Eric Wasowicz in the Board of Trustees Room, 315 Altgeld Hall. This meeting is being conducted in person and through videoconferencing communications pursuant to Public Act 101-0640, enacted June 12, 2020, and section 7(e) of the Illinois Open Meetings Act, allowing for virtual board meetings during a disaster declaration relating to public health concerns. As Chair of the Board, I have determined that an in-person meeting is not practical or prudent because of the disaster. As such, trustees may attend today's meeting by audio and visual conferencing and not by physical presence.

Recording Secretary Crystal Doyle conducted a roll call.

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

Also present: President Lisa Freeman; Vice President and General Counsel and Board Parliamentarian Bryan Perry; Chief of Staff and Board Liaison Matt Streb; Vice President for Student Affairs Clint-Michael Reneau; Vice President for Research and Innovation Partnerships Jerry Blazey; Vice President for Academic Diversity, Equity and Inclusion Vernese Edghill-Walden; Dean of the College of Visual and Performing Arts Paul Kassel; Senior Associate Vice President for Outreach, Engagement and Regional Development and Chief Engagement Officer Rena Cotsones; Vice President for University Advancement and President and CEO of the NIU Foundation Catherine Squires; Dean of the College of Education Laurie Elish-Piper; Vice President for Enrollment Management, Marketing and Communications Sol Jensen; Dean of the Graduate School Kerry Wilks; and University Advisory Council (UAC) Representatives Katy Jaekel, Ismael Montana, Holly Nicholson and Karen Whedbee.

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

General Counsel Perry indicated that 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 Barsema so moved, and Trustee Pritchard seconded.

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

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

The motion was approved.

Chair Wasowicz asked for a motion to amend that motion, in order to approve a consent agenda for action items 8.a.2. through 8.a.6. Trustee Gayles so moved, and Vice Chair Athas seconded.

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

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Absent

Trustee Tim Moore: Absent

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

*Trustee Tim Moore joined the meeting at 9:04 a.m.*

#### **REVIEW AND APPROVAL OF MINUTES OF NOVEMBER 10, 2022**

Chair Wasowicz asked for a motion to approve the minutes of November 10, 2022. Trustee Pritchard so moved, and Trustee Moore seconded.

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

Vice Chair Rita Athas: Abstain

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Absent

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

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

Chair Wasowicz wanted to congratulate the students that will be graduating at the end of the semester and looks forward to seeing them at alumni events in the future. He also wanted to thank the hard-working faculty, staff, and administrators for all they did this semester.

Chair Wasowicz welcomed the members of the University Advisory Committee who were present and asked if any of the UAC members had any comments.

UAC Representative Montana wanted to thank the board for considering the 2023 University Goals of President Freeman. He mentioned that he appreciates that so many groups on campus are included in the discussion of the goals.

UAC Representative Jaekel commented on after seeing the university goals, how excited everyone is to continue the forward momentum. Dr. Jaekel also mentioned she is excited to work together on the goals, be ahead of best practices and engage in best practices.

UAC Representative Nicholson really appreciates President Freeman's advancement of shared leadership. Ms. Nicholson believes it will have a long-lasting effect on the university and she is very excited to see everyone working together.

#### **PUBLIC COMMENT**

Chair Wasowicz introduced the public comment portion of the meeting. General Counsel Perry welcomed Dr. Kerry Ferris to the podium.

Following Dr. Ferris' public comment, members of the audience presented President Freeman with plates that included some of the following themes of commitment to: competitive/fair pay, faculty retention/longevity, fair raises to keep up with inflation, fair minimum salaries at rank, equity and

fairness/longevity, fairness/a fair contract, to faculty/value faculty/NIU's best, and the future of NIU/students/student success/Huskies.

## **REPORTS OF THE BOARD COMMITTEES AND BOARD LIAISONS**

Chair Wasowicz reminded everyone that the reports of the Board Committees and the Board Liaisons are information only.

Catherine Squires, Vice President for Advancement and President and CEO of the NIU Foundation, provided a verbal report for item 7.h.

## **PRESIDENT'S REPORT NO. 165**

Chair Wasowicz asked President Freeman to present the President's Report No. 165.

## **UNIVERSITY RECOMMENDATIONS FORWARDED BY THE BOARD COMMITTEES**

### **Agenda Item 8.a.1. Recommendations for Faculty Tenure and/or Promotion Effective 2022-2023**

President Freeman presented agenda item 8.a.1. for approval.

Chair Wasowicz asked for a motion to approve item 8.a.1. Trustee Gayles so moved, and Trustee Barsema 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: Absent

Trustee Tim Moore: Abstain

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

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

### **Agenda Item 8.a.2. U.S. Geological Survey Research Partnership Renovation Project**

### **Agenda Item 8.a.3. Lorado Taft Campus Wastewater Treatment Plant Replacement**

### **Agenda Item 8.a.4. Recreation Center Locker/Changing Rooms Remodel Capital Project Construction Approval**

### **Agenda Item 8.a.5. Yordon Center Room 125 Northwestern Medicine Performance Center Flooring Replacement**

### **Agenda Item 8.a.6. DeKalb Campus Summer 2023 Roof Repairs Capital Project Approval**

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

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

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Absent

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

## **UNIVERSITY REPORTS FORWARDED BY THE BOARD COMMITTEES**

President Freeman asked whether any Trustees wanted to revisit information items forwarded from the committees.

President Freeman continued to the items directly from the President.

### **ITEMS DIRECTLY FROM THE PRESIDENT**

#### **Agenda Item 8.c.1. 2023 University Goals**

President Freeman presented agenda item 8.c.1. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.1. Vice Chair Athas so moved, and Trustee Barsema 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: Absent

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **Agenda Item 8.c.2. Honorary Doctorate Recommendation**

President Freeman presented agenda item 8.c.2. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.2. Trustee Pritchard so moved, and Trustee Butler 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: Absent

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **Agenda Item 8.c.3. Appointment of Interim Executive Vice President and Provost**

President Freeman presented agenda item 8.c.3. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.3. Trustee Pritchard so moved, and Trustee Gayles seconded.

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

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Absent

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **Agenda Item 8.c.4. Appointment of Vice President for Outreach, Engagement and Regional Development**

President Freeman presented agenda item 8.c.4. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.4. Trustee Butler so moved, and Trustee Moore seconded. The motion was approved.

**Agenda Item 8.c.5. Women’s Volleyball Head Coach Search Update**

**Agenda Item 8.c.6. College of Visual and Performing Arts Overview**

President Freeman presented agenda item 8.c.6. Paul Kassel, Dean of the College of Visual and Performing Arts presented an overview of the College of Visual and Performing Arts.

The Trustees thanked Dean Kassel for his presentation and loved hearing about all that is happening in the College of Visual and Performing Arts.

**CHAIR’S REPORT NO. 105**

Chair Wasowicz presented the Chair’s report No. 105.

**Agenda Item 9.a. Closed Session Minutes Review and Release**

Chair Wasowicz presented agenda item 9.a. for approval.

Chair Wasowicz asked for a motion to approve item 9.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: Absent

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

**Agenda Item 9.b. Board of Trustees Bylaw Second Reading and Final Review**

Chair Wasowicz presented agenda item 9.b. for approval.

Chair Wasowicz asked for a motion to approve item 9.b. Trustee Barsema so moved, and Trustee Butler 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: Absent

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

**OTHER MATTERS**

There were no other matters.

**NEXT MEETING DATE**

Chair Wasowicz announced that the next regularly scheduled meeting of the Board of Trustees will be held March 23, 2023, at 9 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: closed session minutes matters as generally described under section 2(c)(21) of 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)&(6) of the open meetings act; and personnel matters as generally described under sections 2(c)(1)(2)(3) and (21) of the open meetings act.

Trustee Pritchard so moved, and Trustee Moore 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: Absent

Trustee Tim Moore: Yes

Trustee Bob Pritchard: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

The Board closed the public meeting at 10:38 a.m.

The meeting reconvened from closed session at 1:10 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: Absent

Trustee Veronica Herrero: Absent

Trustee Tim Moore: Present

Trustee Bob Pritchard: Present

Board Chair Eric Wasowicz: Present

## ADJOURNMENT

Chair Wasowicz asked for a motion to adjourn the meeting. Vice Chair Athas so moved, and Trustee Moore seconded.

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: Absent

Trustee Veronica Herrero: Absent

Trustee Tim Moore: Present

Trustee Bob Pritchard: Present

Board Chair Eric Wasowicz: Present

The motion was approved.

The meeting adjourned at 1:11 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.*

## **FISCAL YEAR 2024 ROOM AND BOARD PRICING RECOMMENDATION**

**Summary:** The university is presenting a pricing recommendation to establish room and board fees for FY24. The collection of room and board fees from students living in university residence halls and Northern View Community apartments supports Housing and Residential Services, Campus Dining Services, and related Revenue Bond obligations. These recommendations were developed to address the goal of student affordability and keeping costs for students as low as possible, while also acknowledging increasing costs of operations.

The university is recommending that room and board rates increase no more than \$200 per semester for each room accommodation in the residence halls for FY24. This represents an average increase of 3.3% for all rate types. The increase for Northern View Apartments (room only) is recommended to be approximately \$100 per semester, which represents an average increase of 2.5% for all unit types. No change to residential dining plan structures or pricing is being proposed for FY24.

**Background:** Room rate recommendations typically address service contract costs, software support, indirect costs, contractual services, general operating expenses, and debt service payments related to renovations to the residence halls and dining locations. This year, the fee increase will address increases in food costs, minimum wage, and utility costs. This item provides a comparison of FY23 room rates with proposed FY24 rates and discloses relative dining plan options and costs to accompany on campus residency.

**FY23**

**FY24**

**LOCATION RATE**

**LOCATION RATE VARIANCE**

<b>NEPTUNE HALL</b>	
Double-Occupancy	\$ 5,204

<b>NEPTUNE HALL</b>		
Double-Occupancy	\$ 5,404	\$ 200

<b>GILBERT HALL</b>	
Single-Occupancy	\$ 6,640
Double-Occupancy	\$ 5,710

<b>GILBERT HALL</b>		
Single-Occupancy	\$ 6,840	\$ 200
Double-Occupancy	\$ 5,910	\$ 200

<b>GRANT TOWERS</b>	
Single-Occupancy	\$ 6,640
Double-Occupancy	\$ 5,710

<b>GRANT TOWERS</b>		
Single-Occupancy	\$ 6,840	\$ 200
Double-Occupancy	\$ 5,910	\$ 200

<b>STEVENSON TOWERS</b>	
Single-Occupancy	\$ 6,586
Double-Occupancy	\$ 5,674
Suite, with bathroom	\$ 5,710

<b>STEVENSON TOWERS</b>		
Single-Occupancy	\$ 6,786	\$ 200
Double-Occupancy	\$ 5,874	\$ 200
Suite, with bathroom	\$ 5,910	\$ 200

<b>PATTERSON HALL</b>	
Single-Occupancy	\$ 7,108

<b>PATTERSON HALL</b>		
Single-Occupancy	\$ 7,308	\$ 200

<b>NORTHERN VIEW</b>	
2 Bedroom unit	\$ 3,937
3 Bedroom unit	\$ 3,798
Single unit	\$ 4,590

<b>NORTHERN VIEW</b>		
2 Bedroom unit	\$ 4,040	\$ 103
3 Bedroom unit	\$ 3,900	\$ 102
Single unit	\$ 4,690	\$ 100

**Other Mandatory Residential Fees**

ResNet Access/Support Charge	\$92/semester
Residence Hall Surcharge	\$50/Semester
Living-Learning Communities	\$50/semester
Double Room Buyout Charge	\$1,100/Semester

**All prices are in addition to the students applicable base Room and Board Fee**

<b>Proposed Residential Meal Plan Upgrades (Dining Dollars)</b>	<b>Rate</b>
Block 12 per week with \$100 dining dollars per term	Included with room and board
Block 15 per week with \$100 dining dollars per term	\$100
Block 19 per week with \$100 dining dollars per term	\$200

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for the Fiscal Year 2024 Room and Board Pricing Recommendation.

## FISCAL YEAR 2024 UNDERGRADUATE TUITION PRICING RECOMMENDATION

**Summary:** For FY24, the university recommends a 0% increase in base tuition, and no change in undergraduate differential tuition rates. These recommendations were developed with the goals of addressing affordability concerns and maintaining fiscal responsibility by keeping the total cost of attendance for full-time students as low as possible. Prior to this recommendation for FY24, NIU has held the base tuition flat from FY16 through FY21, increased tuition by 1.5% in FY22 and by 1.9% in FY23.

**Background:** NIU has developed a refined set of tuition rates to reflect the multiple student populations. To bring clarity to this array of rates, first described is the rate structure and then the rates for FY23 and the rates proposed for FY24.

NIU sets tuition on a per-credit-hour basis. However, undergraduate students who enroll in 12 or more semester credit hours are charged at a flat tuition rate. Rates are set subject to the following considerations:

- Illinois “Truth-in-Tuition” law for undergraduates
- Differential tuition for select programs
- Residency considerations (e.g., out-of-state and international students)

### Truth-in-Tuition

Tuition rates for Illinois residents seeking an undergraduate degree are subject to Illinois’ Truth-in-Tuition law. Under the law, entering degree-seeking undergraduate students are guaranteed the same base tuition rate for four continuous years. NIU policy adds one additional semester to this four-year guarantee. After nine continuous semesters of enrollment, the guaranteed undergraduate tuition rate adjusts to the tuition rate paid by students who entered the university one fiscal year after the date of original entry for an additional three semesters.

In the event of a decrease in undergraduate tuition, it is anticipated that all continuing students will be charged the new rate if that rate is more favorable to them than the rate guaranteed to them by Truth-in-Tuition.

Hence, when NIU sets undergraduate tuition rates for FY24, those rates apply only to:

- Incoming or re-entering students;
- Non-degree-seeking students, including visiting students and post-baccalaureate students;
- and
- Students whose continuous enrollment has exceeded the period outlined above.

### Out-of-State and International Rates

NIU currently sets tuition for domestic, out-of-state students at the same rate as Illinois residents. The rate for international students is set at twice the in-state rate. The university may enter into agreements with international partners for cohort or pipeline programs. For such programs, the university may agree to lower tuition to no less than 1.5 times the FY24 in-state rate.

### Tuition Recommendation

The recommendation is to keep base tuition flat for FY24. This recommendation is in line with NIU’s goal to support access and student success by maintaining affordable tuition rates.

### Fiscal Year 2023 Tuition

Base Domestic Tuition	Per Credit Hour Rate	Capped Tuition at
	1 – 11	12 or more Credit Hours
Undergraduate Tuition	\$360.80	\$4,895.06

### Fiscal Year 2024 Tuition Recommendations

Base Domestic Tuition	Per Credit Hour Rate	Capped Tuition at
	1 – 11	12 or more Credit Hours
Undergraduate Tuition	\$360.80	\$4,895.06

### Differential Tuition

For select programs, NIU charges a differential tuition. These differentials reflect the added value and added costs associated with those programs. The differential rate is added to the base and becomes the tuition rate charged for that program, subject to the policies previously listed. Differential rates are stated on a per-credit-hour basis. The maximum differential rate is capped at twelve times the per-credit-hour rate. Differential rates are re-validated annually.

#### Undergraduate Differential Tuition per Credit Hour Rates

Program	FY23 Differential	FY24 Differential
<b>College of Engineering &amp; Engineering Technology</b>		
All programs	\$50	\$50
<b>College of Health &amp; Human Sciences</b>		
Nursing (pre-licensure, not including pre-majors or RN to BSN)	\$15	\$15
<b>College of Liberal Arts &amp; Sciences</b>		
Computer Science (including pre-majors)	\$40	\$40

### The Rationale for Differential Tuition

Differential tuition rates are reviewed annually to ensure that the rates are competitive and are not adversely impacting enrollments. This year, College of Engineering & Engineering Technology, Nursing, and Computer Science are maintaining their existing rates.

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for the Fiscal Year 2024 Undergraduate Tuition Pricing Recommendation.

## FISCAL YEAR 2024 GRADUATE AND LAW TUITION PRICING RECOMMENDATION

**Summary:** For FY24, the university recommends a 0% increase in base and differential tuition for graduate students and for law students. These recommendations were developed with the goals of addressing affordability concerns and maintaining fiscal responsibility by keeping the total cost of attendance for full-time students as low as possible. Prior to this recommendation for FY24, NIU held the base tuition flat from FY16 through FY21, increased tuition by 1.5% for graduate students and 0.79% for law students in FY22 and increased tuition by 1.9% for graduate students and 1% for law students in FY23.

**Background:** NIU has developed a refined set of tuition rates to reflect the multiple student populations. To bring clarity to this array of rates, first described is the rate structure and then the rates for FY23 and the rates proposed for FY24.

NIU sets tuition on a per-credit-hour basis. For the Juris Doctorate program and most graduate programs, students who enroll in 12 or more semester credit hours are billed at a maximum rate that is 12 times the per-credit-hour rate. The FY24 rates indicated below apply to both new and returning graduate students and law students. Rates are set separately for graduate students and law students, subject to the following considerations:

- Bundling tuition and fees for graduate and law students
- Differential tuition for select programs
- Residency considerations (e.g., out-of-state and international students)

### Out-of-State and International Rates

NIU currently sets tuition for domestic, out-of-state students at the same rate as Illinois residents. The rate for international students is set at twice the in-state rate, subject to the following considerations:

- Within the integrated charge for graduate students, the instructional charge is doubled for international students, but the institutional charge is not;
- International students appointed as graduate assistants or fellows are billed at the domestic law or graduate student rate; and
- The university may enter into agreements with international partners for cohort or pipeline programs. For such programs, the university may agree to lower the instructional charge to no less than 1.5 times the FY24 in-state rate.

### Differential Tuition

For select programs, NIU charges a differential tuition. These differentials reflect the added value and added costs associated with those programs. The differential rate is added to the base and becomes the tuition rate charged for that program, subject to the policies previously listed. Differential rates are stated on a per-credit-hour basis. The maximum differential rate is capped at 12 times the per-credit-hour rate. Differential rates are re-validated annually.

### Tuition Recommendation

The recommendation is to keep base tuition flat for graduate students and law students. This recommendation is in accordance with NIU's goal to maintain affordable tuition for graduate and law students.

**Fiscal Year 2024 Tuition Recommendations**

Graduate Domestic Tuition per Semester	FY23		FY24	
	Per Credit Hour 1-11	12 or more Credit Hours	Per Credit Hour 1-11	12 or more Credit Hours
Instructional Charge (Base)	\$369.24	\$4,430.88	\$369.24	\$4,430.88

College of Law Domestic Tuition per Semester	FY23		FY24	
	Per Credit Hour 1-11	12 or more Credit Hours	Per Credit Hour 1-11	12 or more Credit Hours
Instructional Charge (Base)	\$689.53	\$8,274.36	\$689.53	\$8,274.36



## Graduate Differential Tuition

The per credit hour rates for FY23 and the proposed rates for FY24 are detailed below:

Program	FY23 Differential	FY24 Differential	Increase (or Decrease)
<b>College of Business</b>			
Graduate Certificate in Accountancy	\$325	\$325	\$0
Master of Accountancy	\$325	\$325	\$0
Master of Accounting Science	\$325	\$325	\$0
Master of Science in Taxation	\$325	\$325	\$0
Graduate Study in Enterprise Management Using SAP Analytics	\$200	\$200	\$0
Graduate Certificate in Data Analytics	\$200	\$200	\$0
Master of Science in Finance	\$400	\$400	\$0
Evening MBA	\$400	\$400	\$0
Global MBA	\$400	\$400	\$0
Graduate Certificate in Management Information Systems	\$200	\$200	\$0
Master of Management Information Systems	\$200	\$200	\$0
Master of Science in Digital Marketing	\$400	\$400	\$0
Foundations of Accountancy Certificate	\$325	\$325	\$0
Certificate of Graduate Study – Advanced Study in Accounting Analytics	\$325	\$325	\$0
Certificate of Graduate Study – Advanced Study in Accountancy	\$325	\$325	\$0
Master of Science in Data Analytics	\$400	\$400	\$0
Graduate Study in Data Science for Business	\$400	\$400	\$0
<b>College of Education</b>			
EdD in Curriculum & Instruction	\$65	\$65	\$0
EdD in Education Administration	\$65	\$65	\$0
PhD/EdD in Instructional Technology (face-to-face)	\$40	\$40	\$0
PhD/EdD in Instructional Technology (online)	\$40	\$40	\$0
MSED in Instructional Technology (face-to-face)	\$20	\$20	\$0
MSED in Instructional Technology (online)	\$25	\$25	\$0
EdD in Community College Leadership	\$80	\$80	\$0
EdS in Educational Administration, Superintendent Preparation (online)	\$25	\$25	\$0
MSED in Kinesiology & Physical Education	\$35	\$35	\$0
Master of Science in Athletic Training	\$35	\$35	\$0
Master of Science in Sports Management	\$35	\$35	\$0
Executive EdD in Adult & Higher Ed Weekend Cohort (online)	\$80	\$80	\$0
<b>College of Engineering &amp; Engineering Technology</b>			
All programs	\$50	\$50	\$0
<b>College of Health &amp; Human Sciences</b>			
Master of Speech-Language Pathology	\$160	\$160	\$0
Doctor of Audiology	\$185	\$185	\$0
Doctor of Physical Therapy	\$225	\$225	\$0
Doctor of Health Sciences (online)	\$553	\$553	\$0
Graduate Certificate in Eating Disorders (online)	\$180	\$180	\$0
Doctor of Nursing Practice	\$240	\$240	\$0
Master of Public Health (online)	\$200	\$200	\$0
Master of Family Nurse Practitioner (online)	\$240	\$240	\$0
<b>College of Liberal Arts &amp; Sciences</b>			
Computer Science MS	\$60	\$60	\$0
Master of Public Administration (online)	\$90	\$90	\$0

Graduate Certificate in Public Management	\$90	\$90	\$0
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**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for the Fiscal Year 2024 Graduate and Law Tuition Pricing Recommendation.

## FISCAL YEAR 2024 UNDERGRADUATE, GRADUATE, AND LAW STUDENT FEE PRICING RECOMMENDATION

**Summary:** The following item presents a pricing recommendation that addresses Northern Illinois University's undergraduate, graduate, and law fees for FY24. These recommendations were developed with the goals of addressing affordability concerns and maintaining fiscal responsibility by keeping the total cost of attendance for full-time students as low as possible.

**Background:** The university has numerous student activities, programs, services, and operations that are supported to various degrees by the assessment of dedicated-use student charges. These charges are aggregated into a more manageable number of fees. This item describes the purpose of each charge, then provides a summary of the fee rates for FY23 and recommendations for FY24.

### Undergraduate, Graduate, and Law Fee Categories

Student Support Services Fee is comprised of the following charges:

**Student Activities and Services Charge** supports the student government, student programming, campus-wide programming initiatives (Welcome Days, Homecoming, Open Houses, etc.) and the activities of student recognized organizations. These charges are also allocated to departments to maintain and improve student services.

*Undergraduate – Fee remains constant at FY23 level (\$5.10)*

*Graduate – Fee remains constant at FY23 level (\$2.60)*

*Law – Fee remains constant at FY23 level (\$3.65)*

**Holmes Student Center Charge** supports the operational costs of Holmes Student Center and student programs provided in the facility.

*Fee remains constant at FY23 level (\$11.80)*

**Health and Wellness Charge** allows students to use Health Services with little to no direct cost to students and helps fund programming that promotes wellness and healthy lifestyle choices and related state and federally mandated education and awareness campaigns. The fee increase is necessary to fund fully the cost of services.

*Fee increases from \$7.90 (FY23 level) to \$8.15 (FY24 level). Increase of \$0.25.*

**Grants-in-Aid Charge** supports an institutional merit-based scholarship program, as well as supporting a needs-based Financial Aid fund for students, by which state institutions are eligible for matching funds from the State of Illinois per statutory requirements.

*Fee remains constant at FY23 level (\$1.40)*

**Campus Recreation Charge** is used for financing, constructing, maintaining, and improving new and existing recreational sports facilities and programs, including the sport club operations.

*Fee remains constant at FY23 level (\$8.00)*

**Northern Star** is the student-run newspaper and provides free access to the campus community.

*Fee remains constant at FY23 level (\$0.27)*

**Arts and Culture Fee** enhances the University's arts culture and provides students with a

means to enjoy the School of Music and School of Theater and Dance productions at little to no direct cost to the student.

*Fee remains constant at FY23 level (\$0.80)*

**Cultural Diversity Programming Fee** is used to develop and support cultural programming resources for students by NIU's diversity resource centers. Programming addresses the intersecting identities of students, including race, ethnicity, gender identity, class, nationality, sexual orientation, social justice, and others and may include high-impact speakers, films, lecture series, exhibits, Heritage Month Celebrations, and more.

*Fee remains constant at FY23 level (\$0.80)*

**University Advancement Fee** is comprised of the following charges:

**Capital Improvement Charge** provides funding for educational and support facilities for students, faculty, and staff in a manner that maximizes the effectiveness of the capital investments, maximizes the use of all existing facilities, and promotes orderly, planned campus development. Support for projects related to existing facilities are included in this charge. The fee increase will support renovations and repairs in high-impact student spaces such as study areas, classrooms, student engagement areas and other such spaces.

*Fee increases from \$14.90 (FY23 level) to \$15.35 (FY24 level). Increase of \$0.45.*

**Transportation Access Charge** funds the Huskie Bus System, the Huskie Line, parking lot lights, security and maintenance, and the creation of additional parking and transportation services. This charge also supports the University's Huskie Line bus and Freedom Mobile paratransit services. All fee-paying students are eligible to utilize Huskie buses without being charged fares. An increase in costs necessitates an increase in the fee.

*Fee increases from \$7.00 (FY23 level) to \$7.70 (FY24 level). Increase of \$0.70.*

**Athletic Fee** is comprised of the following charges:

**Athletic Program Charge** supplements the University's diverse athletic programs and provides students with a means to enjoy the athletic events without direct cost to the student.

*Fee remains constant at FY23 level (\$22.29)*

**Convocation Center Charge** helps fund the operational costs of the Convocation Center and supports student events held in the athletic space utilized by students.

*Fee remains constant at FY23 level (\$8.20)*

**Huskie Stadium Charge** helps fund the operational costs of Huskie Stadium and provides support for student activities and programs that are held in the stadium.

*Fee remains constant at FY23 level (\$2.40)*

**Graduate Program Support** contains the following charges:

**Graduate Colloquium Charge** supports the Graduate Colloquium program, which brings scholars, artists, professionals, and public figures to lecture or perform at NIU.

*Fee remains constant at FY23 level (\$2.00)*

**Career/Professional Development Charge** supports career/professional development workshops, seminars, and coursework for graduate students.

*Fee remains constant at FY23 level (\$4.00)*

**Graduate Outreach Charge** supports infrastructure provided by the Division of Academic Affairs that is needed to deliver online and on-campus graduate courses.

*Fee remains constant at FY23 level (\$18.00)*

**Law Program Support** contains the following charges:

**Law Student Bar Charge** supports the Student Bar Association and student organization activities at the College of Law.

*Fee remains constant at FY23 level (\$2.35)*

**Law Excellence Charge** provides enhancements to College of Law course offerings and experiential learning opportunities such as clinics, mock trials, and moot court. The fee increase will fund activities that support law student professional development, including preparation courses and materials for the current Bar Examination and development of strategies to support the 2026 NextGen Bar Examination. The fee also supports internships, clerkships and clinical rotations.

*Fee increases from \$120.00 (FY23 level) to \$160.00 (FY24 level). Increase of \$40.00.*

**Academic Program Enhancement and Instructional Surcharge** is assessed in order to meet the ever-emerging demands for cutting edge academic programs and services for NIU students. Critical areas for funding include technology upgrades as well as support for identified academic strategic planning initiatives designed to strengthen, direct, and further improve academic programs, research, and the academic experience of students.

*Undergrad – Fee remains constant at FY23 level (\$125 per semester for students enrolled for six or fewer credit hours, or \$250 per semester for seven or more credit hours)*

*Grad and Law – Fee remains constant at FY23 level (\$22.00 per credit hour)*

**Regional Delivery Fee** is assessed to undergraduates to support the delivery of off-campus courses by the Division of Academic Affairs.

*Fee remains constant at FY23 level (\$50.00 non-School of Nursing courses)*

*Fee remains constant at FY23 level (\$100.00 School of Nursing courses)*

**Outreach Fee** is assessed to support infrastructure provided by the Division of Outreach, Engagement & Regional Development that is needed to deliver regional courses (e.g., operations of NIU regional centers, rental of non-NIU facilities).

*Fee remains constant at FY23 level (\$56.00)*

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for the Fiscal Year 2024 Undergraduate, Graduate, and Law Student Fee Pricing Recommendation.

### FY23 Rates and Recommendations for FY24 Rates – Summary

Undergraduate, Graduate, and College of Law Fees	Per Credit Hour Rate (12 Hours Max. Rate)								
	Undergraduate			Graduate			Law		
	FY23	FY24	Difference	FY23	FY24	Difference	FY23	FY24	Difference
Athletic	\$ 32.89	\$ 32.89	-	\$ 32.89	\$ 32.89	-	\$ 32.89	\$ 32.89	-
Student Support Services	\$ 36.07	\$ 36.32	\$ 0.25	\$ 33.57	\$ 33.82	\$ 0.25	\$ 34.62	\$ 34.87	\$ 0.25
University Advancement	\$ 21.90	\$ 23.05	\$ 1.15	\$ 21.90	\$ 23.05	\$ 1.15	\$ 21.90	\$ 23.05	\$ 1.15
Graduate Program Support	-	-	-	\$ 24.00	\$ 24.00	-	-	-	-
Law Program Support	-	-	-	-	-	-	\$ 122.35	\$ 162.35	\$ 40.00
Grad/Law Technology Surcharge	-	-	-	\$ 22.00	\$ 22.00	-	\$ 22.00	\$ 22.00	-
<b>TOTAL</b>	<b>\$ 90.86</b>	<b>\$ 92.26</b>	<b>\$ 1.40</b>	<b>\$ 134.36</b>	<b>\$ 135.76</b>	<b>\$ 1.40</b>	<b>\$ 233.76</b>	<b>\$ 275.16</b>	<b>\$ 41.40</b>
Academic Program Enhancement Support*	\$ 250.00	\$ 250.00	-						
Regional Delivery**	\$ 50.00	\$ 50.00	-						
Outreach***	\$ 56.00	\$ 56.00	-						

\*Charged as a flat fee of \$125 per semester for students enrolled for six or fewer credit hours; and a flat fee of \$250 for students enrolled for seven or more credit hours.

\*\*Assessed to undergraduates for off campus courses. Regional delivery fee for courses in the School of Nursing is \$100.

\*\*\*Assessed to support infrastructure provided by the Division of Outreach, Engagement, & Regional Development.

## **GRADUATION FEE PROPOSAL**

**Summary:** The university is requesting an increase in the graduation fee paid by students in the semester during which they graduate. The new fee rate will be \$40 for baccalaureate students and \$55 for graduate students, effective August 16, 2023.

**Background:** The university, with approval of the Board of Trustees, implemented a graduation fee in 1999. The Board of Trustees initially approved a fee of \$29 for undergraduate students and \$35 for graduate and law students. The fee has not changed since 1999 while the costs for printing and distributing diplomas, supplying diploma covers, and celebrating commencement have risen. The intent of the fee is to produce sufficient revenue to cover these costs and to maintain a commencement ceremony that reflects and celebrates the significant achievements of NIU's students.

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for the Graduation Fee Proposal.

## FISCAL YEAR 2024 STUDENT HEALTH INSURANCE

**Summary:** The university offers group health insurance to students, funded solely by student health insurance fees. For participating students, their fees are collected and submitted to the broker or insurer as a “pass through” expense by the university. Students may waive their participation in this plan if they have proof of other, comparable health insurance. As a participating institution of the Illinois Public Higher Education Cooperative (IPHEC), the university used the selected insurance broker to source and secure a student health insurance plan and program for FY24. The quoted rate for FY24 will reflect a 2.5% decrease in premium for students who participate in the coverage, not to exceed \$1,296 per semester or \$2,592 per academic year. The carrier has also included in this year’s quote financial assistance of \$50K maximum for the university in order to offset administrative costs associated with the program, which are otherwise supported by student fees.

**Background:** Total premiums collected by NIU on behalf of students is on target to decrease from FY22 to FY23 due to fewer student participants, but the program recently experienced a favorable loss ratio (premiums collected/claims paid), which allowed for FY24’s decrease in cost per student. Participation in the plan continues to fluctuate in the wake of COVID-19 impacts like remote learning, loss of alternative coverage options, and higher education enrollment decline. Final plan and premium negotiations are ongoing, and any additional savings would be passed along to students in Fall 2023. The FY24 plan and program coverages, terms, and conditions will remain comparable with FY23.

	<b>Health Insurance Provider</b>	<b>Purchase Order Requested Amount</b>	<b>Amount Paid to Insurance Provider</b>	<b>Students Enrolled in Student Health Insurance Fall Semester*</b>	<b>Semester Premium</b>
FY24	Aetna	\$ 9,000,000			\$ 1,296
FY23	Aetna	\$ 8,500,000	\$5,109,634 (projected)	2,005	\$ 1,329.50
FY22	Aetna	\$ 8,800,000	\$ 7,479,895	3,363	\$ 1,224
FY21	Aetna	\$ 7,250,000	\$ 4,850,859	1,825	\$ 1,114
FY20	Aetna	\$ 7,750,000	\$ 4,954,180	2,511	\$ 1,179

\* Students are charged separately for Fall and Spring terms.

**Funding:** Agency Funds

*Marsh and McLennan Companies – New York, NY.....\$9,000,000*

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for the Fiscal Year 2024 Student Health Insurance.



## EAB MASTER SERVICE AGREEMENT (MSA)

**Summary:** The University is requesting approval for expenditure authority of up to \$12M over five years to enter into a new Master Service Agreement (MSA) with EAB, an existing recruitment and retention partner that provides best-in-class execution across a full range of required services and audiences, while delivering them in a cohesive and coordinated way to help NIU achieve its enrollment goals. A key component of this MSA is bringing these services and their associated strategies together under one agreement to provide greater administrative and cost efficiencies, as well as flexibility to refine or enhance services as market conditions require and/or new EAB products and services become available.

**Background:** Currently, multiple units at NIU have, or have had, individual agreements with EAB for unit-related services. Additionally, EAB has expanded their expertise and portfolio of services through recent acquisitions of organizations, several of which were already NIU partners with pre-existing agreements in place. With the development and launch of the SEM 2.0 Plan and the recent expansion of EAB's services, NIU is now in a position to bring all EAB service agreements under one MSA to create greater administrative and transactional cost efficiencies, cost savings for the bundled services, and a more cohesive overall strategy development, as well as the benefits outlined as follows:

- **Growth Services:**
  - Comprehensive strategy with full-service marketing to achieve institutional enrollment and revenue goals, delivering specific strategies and tactics that support key institutional growth areas across each stage of the student lifecycle.
  - Improving earlier communication with an increasing number of prospective students and families from targeted geomarkets.
  - Surveying admitted first-year students for enrollment decision factors and predictive modeling, providing greater efficiency in staff resources and communication efforts.
  - Providing a web-based tool that supports transfer student enrollment by integrating course equivalency and degree audit data and providing progress-to-degree estimation.
- **Data and Technology Services:**
  - Comprehensive technology solutions providing macro- and micro-level data and insights to drive strong decision-making across institutional strategies supported by dedicated expertise and best practice-based approaches.
  - Access to proprietary audience databases and technology.
  - Development of undergraduate student financial aid and scholarship strategies using a predictive model tool that forecasts the impacts on new student enrollment, student retention, and net tuition revenue.
  - Access to enhanced data analytics, dashboards and national/regional/peer benchmarking to drive informed decision-making.
- **Strategy Services:**

- Multi-year customized service approach for NIU, rooted in research, best-practices and consulting, and organized to equip NIU leadership with answers needed to address their top emerging and persistent priorities.
- A robust team of dedicated experts and associated technical specialists, working as an extension of NIU to manage each service.
- A designated point of contact to ensure oversight of our overall strategy, alignment and coordination of services across divisions, and effective project management.

NIU regularly monitors the balance between the services needed, their associated costs, and the outcomes of those services in achieving our university goals. After a thorough review of all existing agreements, the majority of services will be retained; there are several services that will be transferred to an NIU team and/or discontinued; and other services that will be explored to add to our overall portfolio.

#### Existing Services to Retain:

- Student search (including senior application marketing) campaigns.
- Web-based technology that helps prospective transfer students explore key information critical in their decision to enroll (Transfer Portal).
- Comprehensive communications campaign to admitted students based on surveys regarding their enrollment intention and predictive model scoring (Yield Optimization).
- Market perception and positioning study (only FY26).
- Evaluation of the most effective means of awarding institutional financial aid to potential students to increase the number of students who choose to enroll at NIU while maximizing revenue (Financial Aid Optimization).
- A student success management technology platform that links staff, faculty, advisors and students in a connected and coordinated network, ensuring targeted support and proactive care (Navigate).
- Benchmarking and analytics for critical institutional performance metrics such as capacity, demand, resource allocation, and student outcomes (Academic Performance Solutions).
- Customized service approach, rooted in research, best-practices, and consulting to address NIU's top priorities (Strategic Advisory Services).

#### Existing Services to Bring In-House to NIU:

- Custom admission application; senior application marketing for existing inquiry pool; sophomore/junior inquiry marketing campaigns.

#### Existing Services to be Discontinued:

- Integrated web content/analytics.

#### New Services to Explore and/or Add:

- Evaluation of NIU's market position and assessment of current academic programs and/or new market opportunities, and execution of marketing strategy and lead-generation campaigns for adult learners (Adult Learner Recruitment).
- A platform for connecting undergraduate students through virtual communities aligned to their interests to support yield and student affinity for NIU.

Given the important nature of this MSA, NIU leadership will update the Board of Trustees annually on the impact of the partnership and services being provided by EAB.

While NIU is seeking approval for the total not-to-exceed amount of \$12M, based on prior and existing service agreements, it is not expected that the new MSA will reach this maximum amount. However, within this dynamic enrollment environment, this allows NIU to accommodate new or expanded services, such as adult learner recruitment.

The combined five-year total of EAB services at NIU from FY19 through FY23 was just under \$6.65M. For the known services NIU is seeking at this time, a realistic range over the next five years is between \$7M and \$8M total.

**About Vendor:** EAB is a private entity who draws on their extensive experience and benchmarking within higher education to help institutions achieve their recruitment, retention and college completion goals. With a foundation in qualitative and quantitative research, EAB identifies emerging challenges and proven solutions that are grounded in evidence – including by leveraging the industry’s largest data set. Working with over 2,500 colleges and universities, they assist with uncovering transformative insights in data and analytics, undergraduate enrollment, student success, adult and graduate enrollment, and strategy and operations.

EAB is an officially recognized, sole source vendor of Illinois Public Higher Education Cooperative (IPHEC).

**Funding:** Appropriated Funds - \$12,000,000

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for the EAB Master Service Agreement (MSA).

**COLLECTIVE BARGAINING AGREEMENT FOR THE  
METROPOLITAN ALLIANCE OF POLICE  
CHAPTER #414 SECURITY GUARDS**

**Summary:** Northern Illinois University negotiates with fifteen groups of employees that are represented by a labor union. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees. The following collective bargaining agreement has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

1) **Bargaining unit:**

Metropolitan Alliance of Police, Chapter 414, representing approximately five (5) employees total in the Department of Police and Public Safety. The collective bargaining agreement represents the following classification:

Security Guard

**Scope of Negotiations:** Full agreement

**Tentative Agreement for Board Action:** A six-year successor agreement, effective July 1, 2022, through June 30, 2028.

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

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHERN ILLINOIS UNIVERSITY  
AND  
METROPOLITAN ALLIANCE OF POLICE  
CHAPTER 414  
SECURITY GUARDS  
JULY 1, 2022 – JUNE 30, 2028

MAP Security Guards, NIU Dept of Police & Public Safety

## **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Metropolitan Alliance of Police, Chapter 414 (“M.A.P.”). The Employer and M.A.P. are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer; subject to any changes in State or other laws or policies applicable to the Employer. M.A.P. will strive to maintain these functions through the performance of the regularly assigned and related duties of the classification covered by this Agreement.

This Agreement is made and entered into between the Board of Trustees of Northern Illinois University at the DeKalb Campus, hereinafter referred to as the “Employer”, and the Metropolitan Alliance of Police representing the Northern Illinois University Security Guards in the Department of Police and Public Safety, hereinafter referred to as the “Union”.

## **ARTICLE I: RECOGNITION**

### Section 1.1 Recognition

This Agreement is authorized by the Illinois Educational Labor Relations Act and as verified by the approved certification petition Case No. S-RC-05-061. The Employer subsequently recognizes the M.A.P. as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit consisting of the following classifications in the Department of Police and Public Safety: Security Guard.

### Section 1.2 Membership

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

### Section 1.3 Title Changes/Reclassifications

The parties agree that a simple change in title only of a position in a classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains essentially the same.

### Section 1.4 Fair Representation

The Chapter recognizes its responsibility as bargaining agent and agrees to represent fairly all employees represented by this Collective Bargaining Agreement.

### Section 1.5 Gender

Whenever the male gender is referenced in this Agreement, it shall be interpreted to include both the female and male genders equally.

### Section 1.6 Changes to Duties/Operations

The Employer agrees to provide all represented employees a copy of any new provision or change in the Operations Manual. Both parties recognize the statutory obligations under the State Universities Civil Service System Statute and Rules regarding specific employment transactions related to, but not limited to, such topics as reclassifications, reallocations, job descriptions, position classifications, and other employment opportunities relevant to all employees at Northern Illinois University.

## **ARTICLE II: NON-DISCRIMINATION**

### Section 2.1 General Provisions

In accordance with applicable law, neither the Employer, nor the Union shall discriminate against any employee covered by this Agreement because of handicapped physical or mental condition, race, color, creed, national origin, sex, sexual orientation, age, parental status, marital status, or political affiliation. Further, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam era.

### Section 2.2 Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employee because of membership or non-membership. The Employer shall not discriminate against, interfere with, restrain or coerce employees because of lawful activities on behalf of the Union or because of their exercise of any rights granted by the Regulations of the Board of Trustees or by this Agreement.

## **ARTICLE III: MANAGEMENT RIGHTS**

### Section 3.1 Management Rights

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegated, or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

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

- a) To change or eliminate existing methods, equipment, or facilities;
- b) Determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods or services are to be provided or purchased;
- c) To take any and all actions as may be necessary to protect the University community and carry out its mission in situations of civil emergency;
- d) To determine the qualifications of applicants for positions of employment.

### Section 3.2 Statutory Obligations

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

### Section 3.3 Fitness For Duty

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

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

## **ARTICLE IV: UNION RIGHTS**

### Section 4.1 Rights of Union Officials

With supervisory permission, employees who are Union representatives, stewards, witnesses, or grievants will be permitted time off with pay during their respective regular working hours to process and/or investigate grievances, attend hearings related to these grievances, and to attend contract negotiations (maximum of three (3) bargaining unit employees) and to attend labor management meetings.

### Section 4.2 Visits from Off-Campus Representatives

Other off-campus authorized representatives of the Union shall be permitted to visit the department during working hours to talk with employees covered by the terms of this Agreement and/or representatives of the Employer concerning matters covered by this Agreement, provided that employees or facilities are not needed for duty, and prior notification of such visit is received.

### Section 4.3 Communications

The Employer agrees to furnish bulletin board and space of approximately 36 x 48 inches in a mutually agreeable area for the posting of Union notices relating to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections, recreational, social and educational programs. All posted notices shall be signed by the President or Vice President of the Union. Notices such



as cartoons or position announcements for employment outside the University are not acceptable.

#### Section 4.4 Off Campus Union Activities

Leaves of absence without pay may be granted, to the extent that there is no interference with Employer operations, to employees who are elected, delegated, or appointed to attend Union conferences. Any requests for such leave shall be submitted in writing by the employee to the department head at least thirty (30) days in advance and shall be answered in writing no later than fifteen (15) days following receipt of the request. This leave provision shall be limited to two (2) employees and shall not exceed a total of sixty-four (64) hours per year. Seniority shall continue to accrue for all approved leaves of this nature.

#### Section 4.5 Other Union Activities

As outlined in Sections 4.1 and 4.4 above, neither the Union nor its members shall solicit membership or attend to any other Union matters not related to the administration of this Agreement during an employee's work time.

### **ARTICLE V: LABOR MANAGEMENT CONFERENCE**

The Union and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed, between no more than two (2) Union representatives and authorized administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by filing a written request to the other party for a "Labor/Management Conference" and providing the specific agenda topics for such conference. If mutually agreed upon, such conferences shall be limited to:

- a) Discussion on the implementation and general administration of this Agreement;
- b) Sharing of general information of interest to both parties;
- c) Safety issues.

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

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

The Chief of Police or his designee shall solely determine their management representatives at these conferences.

### **ARTICLE VI: EMPLOYEE DEVELOPMENT & TRAINING**

#### Section 6.1 Training

The Employer agrees to provide employees attending training, or who are out of town on official business, expense allowances as provided in the University Rules and Regulations relating to such expenses.

### Section 6.2 Conferences and Seminars

Security Guards may be granted time with pay to attend job-related meetings, conferences, and seminars with the prior approval of the Chief of Police. The Employer shall pay the costs of attendance fees, overnight travel allowances, and other travel expenses as allowed by University Rules and Regulations.

### Section 6.3 Training Record

The Employer agrees to keep a written record in the individual bargaining unit member's departmental file, which indicates which schools, and seminars this member has attended. Upon request by the member, the member shall be allowed to include in their departmental file any transcripts for college work or degrees obtained.

## **ARTICLE VII: PERSONNEL FILE**

Employees may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes and in accordance with University policies.

An employee feeling aggrieved over computation of pay may, with the consent of the Chief of Police or his designee, be permitted to examine his own time sheets and compensating time records. Likewise, a Union representative with written permission of the employee shall have the same latitude under the same conditions when relating to a specific grievance pertaining to a dispute in pay computation.

## **ARTICLE VIII: DISCIPLINE AND DISCHARGE**

### Section 8.1 Progressive Discipline

The Employer subscribes to the tenets of progressive and corrective discipline, and shall only discipline employees for cause. The Employer's agreement to use progressive and corrective disciplinary action does not limit in any respect the Employer's ability in any case to impose discipline, which is commensurate with the severity of the offense. Union agrees there may be justification for immediate suspension of an employee in accordance with the State Universities Civil Service System Statute and Rules. Disciplinary action or measures include the following:

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

### Section 8.2 Representation

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative(s) of the Employer, and the employee holds a reasonable belief that the interview may result in disciplinary action against them, the employee shall have the right to be represented by the Union at any such interviews or meetings.

### Section 8.3 Notification

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee within ten (10) work days of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

### Section 8.4 Discipline Record

All discipline will be maintained in the employee's personnel file. Reprimands shall no longer be considered in the progressive discipline process after two (2) years have elapsed, provided no further discipline has been issued in that timeframe. Suspensions shall no longer be considered in the progressive discipline process after four (4) years have elapsed, provided no further related discipline has been issued in that timeframe.

### Section 8.5 Limitations

Any formal disciplinary action, taken by the Employer against an employee in accordance with the State Universities Civil Service System Statute and Rules shall be appealed through the grievance procedure contained in this Agreement. Any grievance filed regarding disciplinary actions taken by the Employer shall be initiated at Step 3 of the grievance procedure. Oral and written reprimands shall not be subject to arbitration.

When the department recommends a disciplinary suspension or discharge be issued, the employee may elect to appeal the recommended suspension through the grievance procedure.

All new matters in dispute raised after the effective date of this agreement shall be addressed via arbitration. The parties agree that no bargaining unit member covered by this agreement will have the right to civil service board review.

### Section 8.6 Probationary Employees

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

## **ARTICLE IX: NO STRIKE/NO LOCKOUT**

### Section 9.1 No Strike

No employee covered by this Agreement shall engage in, induce, or encourage a strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services at any time as a result of a labor dispute with the University or for any reason whatsoever.

### Section 9.2 No Lockout

The University will not lock out any employee covered by this Agreement at any time as a result of a labor dispute with the Union or for any reason whatsoever.

### Section 9.3 M.A.P. Responsibility

All employees who hold a position of authority in the local Chapter of M.A.P. occupy a position of special trust and responsibility of maintaining and complying with this provision, including the responsibility to remain at work during any interruption which may be initiated by other individual employees, and to encourage all represented employees violating this paragraph to return to work.

## **ARTICLE X: GRIEVANCE PROCEDURE**

### Section 10.1 Definition

A grievance shall be defined as any dispute or difference between the parties with respect to the applications, administration and interpretation of the provision of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

### Section 10.2 Limitations

If prior to filing a grievance pursuant to this Article, or while a grievance is in process in accordance with this Article, an employee seeks resolution or appeal of the matter in any other forum (campus, administrative, or judicial), then the Board, Union, and/or University shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure. This limitation does not pertain to grievances alleging discrimination on the basis of race, color, religion, national origin, sex, age, disability or veteran's preference.

### Section 10.3 Representation

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. If a representative other than a Union representative is selected, such representation shall be specifically limited to the grievance without prejudice or influence for any other employees. If a Union representative is chosen from the bargaining unit, the representative will speak for the Union. A Union representative may be involved with or represent the employee(s) at any step within the grievance procedure. Either party may be represented by Legal Counsel in arbitration proceedings.

### Section 10.4 Time Limitations

The time limits herein set forth may be extended by mutual agreement of both parties. Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance at any stage of the grievance procedure. Failure of the Employer to respond within the time limits expressed in this Article shall afford the grievant or the Union an appeal to the next step of the grievance process within the time frames expressed. Time limits are expressed in workdays and exclude Saturdays, Sundays, recognized holidays, and shutdown periods.

In order to provide adequate attention to each grievance as submitted, both parties agree to respond/advance one (1) grievance at a time. For example, should two (2) grievances be filed on the same date, the University will have ten (10) days in which to respond to the first, and ten (10) additional days in which to respond to the second or subsequent grievances. Likewise, the Union will have ten (10) days to respond/advance the first grievance, and then ten (10) additional days

after doing so to respond/advance to the second or subsequent grievances.

### Section 10.5 Grievance Procedures

Grievances shall be processed in the following manner:

Step 1 - Within five (5) working days after the first occurrence, or within five (5) working days after the grievant becomes aware, or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievance shall be reduced to writing and presented to the Division Commander or his designee. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The Division Commander or his designee shall provide a written response within ten (10) working days after such presentation.

Step 2 - If the grievance is not settled at Step 1, and the grievant wishes to appeal the grievance to Step 2, the written grievance and Step 1 response shall be submitted to the Chief of Police or his designee within ten (10) workdays after receipt of the Step 1 written response. The department head shall meet with the grievant in an attempt to resolve the grievance within ten (10) workdays. The department head shall issue a written Step 2 response within ten (10) workdays following the meeting.

Step 3 - If the grievance is not settled at Step 2, and the grievant wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Director of Employee and Labor Relations or a designated representative within ten (10) workdays after the Step 2 written response. The Director of Employee and Labor Relations, or a designee, shall conduct a meeting with department representatives, the grievant and/or a designated representative within fifteen (15) workdays. The Director of Employee and Labor Relations or a designated representative, shall issue a written Step 3 response to the grievance within fifteen (15) workdays following the meeting.

### Section 10.6 Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Director of Employee and Labor Relations, or a designated representative, for Arbitration within ten (10) workdays after receipt of the Step 3 response.

The Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by a representative of the Employer and the Union alternatively striking names from the panel list. The choice of the first strike shall be determined by the toss of a coin. The last name remaining shall be the arbitrator. The arbitrator shall be notified of his selection by joint letter from the Employer and the Union requesting that he set a date and time for the hearing, subject to the availability of the arbitrator. Court reporter, transcripts and all other costs incurred by the arbitrator shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, Departmental Operational Manual, Laws of the State of Illinois and Rules and Regulations of Administrative

Agencies are not subject to arbitration. Matters related to the discharge or dismissal of an employee are not subject to arbitration. The arbitrators shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrators shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrators shall be without power, or make a decision, or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The arbitrators shall submit in writing their decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of this Agreement to the facts of the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement, but may not be considered for the purpose of creating an employee right for Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

## **ARTICLE XI: SENIORITY**

### Section 11.1 Definition

Consistent with the State Universities Civil Service System Statute and Rules, seniority is defined as those hours that an employee is in pay status (hours worked, compensating time off, sick leave, vacation, FMLA, and any other approved leave of absence exclusive of overtime) and shall be used for the purpose of any wage calculations, job bidding, temporary upgrade, holiday reductions, and the use of benefits. Seniority calculations are specifically determined by regulations contained in the State Universities Civil Service System Statute and Rules as applicable to all civil service employees.

All unauthorized or unexcused absences will result in the loss of seniority during the absence on an hour-for-hour basis. Such deductions in seniority will be reflected in the seniority list established prior to each bid meeting, if applicable. Such deductions shall not prohibit appropriate disciplinary action being requested by the Employer.

### Section 11.2 Seniority Lists

A seniority list shall be provided to the Union prior to each bid meeting if applicable, and/or annually usually by July 1, and posted by the Employer on the Union bulletin board. This list shall be revised for additional job bidding if applicable.

### Section 11.3 Voluntary Workforce Reduction

In the event of a voluntary workforce reduction on recognized Holidays or designated Administrative Closure days, employees who are permitted the time-off shall be provided the standard seven and one-half (7.5) hours regular pay for the Holiday or Administrative Closure day in lieu of using any personal leave benefits. Both parties acknowledge that these reductions will be solely determined by the department based on workforce needs and the ability to fill affected positions. If it is determined that some requests for time off will be granted, these requests will be honored from Security Guards, on that shift, based on date of hire seniority in the classification.

### Section 11.4 Deviations From Seniority Regulations

Both parties acknowledge the statutory obligations related to seniority determinations. Any proposed deviations from these guidelines regarding the principle of seniority shall be submitted to the Senior Associate Vice President and Chief Human Resource Officer, or a designated representative, and the local representative of the Union stating the reasons for such deviation. The reasons for such deviation shall be subject to grievance procedures of this Agreement.

## **ARTICLE XII: HOURS OF WORK, OVERTIME, AND ADDITIONAL PAY**

### Section 12.1 Purpose

This Article shall define the normal work hours for employees covered by this Agreement and provide a basis for the calculation and payment of overtime. Nothing herein shall be interpreted as a guarantee of hours or work per day or per week.

### Section 12.2 Hours of Work/Work Schedule

Individual work schedules are defined as the number of hours worked per day and the number of days worked in a work cycle. The overall work day shall be defined as a seven and one-half (7.5) hour period of time from 7:00 a.m. up to and including 6:59 a.m. the following day.

Operations permitting, employees will be granted an unpaid meal period not to exceed thirty (30) minutes within their regularly scheduled shift. Employees must have supervisory approval to work through their meal period. In accordance with University policy, the department will attempt to provide a fifteen (15) minute paid rest period during each four (4) hour period of work. Employees approved by their supervisor to work through the unpaid meal period shall be paid thirty (30) minutes of straight time. Working through a meal period shall not be used to accrue hours toward overtime.

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

In the event the department establishes more than one (1) shift schedule, a bid process will be implemented in accordance with the following:

Employees shall bid annually to a shift, based on seniority within the Security Guard classification. Yearly bid positions will be defined on the basis of seniority requirements, thereby equally distributing the overall experience level across all shifts. Bid meetings will be held at least thirty (30) days prior to the change of shift in July.

The Employer shall notify the Union upon the commencement of the bid process of available bid positions. Written bids will be honored if submitted prior to the bid date by providing such to the Division Commander. The Employer shall bear no contractual obligation upon the failure to receive such written bids. Probationary employees may be assigned to any shift.

### Section 12.3 Overtime Pay

Pursuant to the Fair Labor Standards Act overtime requirements, time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of seven and one-half (7.5) hours in any work day or thirty-seven and one-half (37.5) hours in any work week as defined by the employer when the hours precede or follow a regular workday. Meal periods shall not be counted

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

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

It is the responsibility of the employee to notify the Chief of Police or his designee of any undue hardship prior to the start of the extra assignment. The final determination of whether an undue hardship exists shall remain with the Chief of Police or his designee and shall be evaluated on a case-by-case basis. Employees shall not usually be assigned involuntarily if that employee has been assigned involuntarily within the past three (3) day period.

#### Section 12.4 Call Back

A call back is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled work hours. Employees who are called back to the Employer's premises to carry out an official assignment shall be paid at least two (2) hours pay at the appropriate rate, to be paid and credited as time worked in accordance with FLSA guidelines, or shall be paid the appropriate rate in accordance with FLSA guidelines for all hours actually worked, whichever is greater. The Employer has the right to assign any work duty to satisfy this required minimum two (2) hour timeframe.

#### Section 12.5 Training

All time spent in training will count as hours worked for purposes of this Agreement. Except for training attended locally, travel time for over fifty (50) miles will count as time worked, and will be paid based on the actual number of miles and the time it takes to reach the training site from the DeKalb campus or home location, whichever is shorter. Travel time will not apply to local training held within fifty (50) miles of home or the Department of Police and Public Safety, whichever is closer.

#### Section 12.6 Court Time

Employees will be paid at the appropriate rate (to be paid and credited as time worked in accordance with FLSA guidelines) for all required court time outside the regularly scheduled work hours.

#### Section 12.7 Compensatory Time

University policies and regulations regarding compensatory time off in lieu of overtime pay will be applicable to employees covered by this Agreement. Employees covered by this Agreement may accumulate a maximum of one hundred twenty (120) hours of compensatory time off.

#### Section 12.8 Required Meetings/Exams

All required departmental meetings, physical or mental examinations, and conferences, which occur outside of an employee's regularly scheduled shift, will be paid at the applicable rate. The Employer shall provide for payment of applicable fees and directly related occupational expenses for such required activities. When required to travel, the employer will provide transportation or pay mileage if the employee is required to use his or her own vehicle. This provision does not



apply to routine return-to-work physicals.

**ARTICLE XIII: BENEFITS**

Section 13.1 CMS Benefit Program

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

Section 13.2 Board of Trustees Benefit Provisions

During the term of this Agreement, all employee benefits shall be granted to bargaining unit members in accordance with applicable NIU Board of Trustees (BOT) and University policies (see current Board Regulations). Improvements in such benefits shall be extended to bargaining unit employees to the extent authorized by BOT and University policies. In the event of any change in BOT or University Policies concerning such benefits, the Union’s local representative shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or have any impact upon current bargaining unit employees and, if so, to negotiate concerning the impact of such change or changes.

Section 13.3 Holidays

Employees covered by this Agreement shall receive seven and one-half (7.5) hours of regular pay for the holidays listed below. Holiday pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

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

Holidays shall be observed on the same day that the University observes the holiday. Floating holidays shall be determined by the University, but may only be observed on days that the University is observing a holiday. If an employee covered by this Agreement is required or scheduled to work on any of the designated holidays, they shall receive the appropriate rate of

pay, in accordance with FLSA guidelines, for all hours actually worked in addition to the seven and one-half (7.5) hours of regular pay for the holiday.

#### Section 13.4 Administrative Closure

Employees covered by this Agreement shall receive seven and one-half (7.5) hours of regular pay for any Administrative Closure day designated by the Employer. This pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

When an employee covered by this Agreement is required or scheduled to work on any of the designated Administrative Closure days, they shall receive the appropriate rate of pay, in accordance with FLSA guidelines for all hours worked, in addition to the seven and one-half (7.5) hours of regular pay for the Administrative Closure day. This section specifically does not refer to weather-related closures.

#### Section 13.5 Other Scheduled University Closures

Any other designated University Closure day, in which an employee is required to either use personal leave benefits to be paid or to take a deduction day with no pay, the Employer agrees to treat this University Closure day as a regular work day in the administration of this Agreement.

#### Section 13.6 Vacation

Vacation accrual, accumulation and use shall be defined by Civil Service Rules and Regulations and University Policy and Procedures. The Employer shall make every effort to approve vacations as requested by the employee in a timely manner. In case more requests are received than can be approved for a particular period, the Employer shall approve requests in order of receipt, or by seniority where requests are received on the same date. Once approved, vacation request shall not be rescinded by the Employer except in an emergency.

#### Section 13.7 Weather Related Closure

Weather related closures an employee that works during an weather-related closure, declared by the President or designee, shall be compensated in accordance with Northern Illinois University weather closure policy for essential staff. The parties further agree that emergency closures or weather closures are not considered Administrative Closures for the purposes of pay.

### **ARTICLE XIV: DUES DEDUCTION**

#### Section 14.1 Dues Deduction

The University Administration will deduct Chapter membership dues, in an amount established by M.A.P. and certified by the M.A.P. treasurer to the University Administration, from the salary of a bargaining unit member who provides the University Administration with a written authorization to make such deduction.

#### Section 14.2 Dues Remittance

Dues deducted will be remitted to M.A.P. or Union official, as designated in writing by the Union.

#### Section 14.3 Termination of Dues Deduction

Any authorization to withhold Union dues from the salary of a bargaining unit member shall terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of her/his desire for cancellation of the authorization.

#### Section 14.4 Direct Collection of Union Dues

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

#### Section 14.5 Fines/Penalties/Special Assessments

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

#### Section 14.6 Notification of Change in Union Dues

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

#### Section 14.7 Limitations

The University shall not be liable to M.A.P. by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for M.A.P. dues from the salaries of bargaining unit members. The University Administration's obligation under this Article is limited to remitting to M.A.P. the sum of sums actually deducted from wages earned.

If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, M.A.P. and the Employer agree to convene negotiations on this matter for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

#### Section 14.8 Indemnification/Union Responsibility

The Metropolitan Alliance of Police (MAP) shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any such provisions, provided that the Employer does not initiate or prosecute such action.

#### Section 14.9 Fair Share

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

### **ARTICLE XV: WAGES**

#### Section 15.1 Hourly Rates

Agrees to pay employees represented by this Agreement according to the following pay schedule:

Effective 1-1-2023

<b>Service Years</b>	<b>Wage Rate</b>
Start	\$18.50
Four (4) Years	\$20.00

Effective 7-1-2023

<b>Service Years</b>	<b>Wage Rate</b>
Start	\$19.60
Four (4) Years	\$21.20

Bargaining unit members will forgo eligibility for any campus wide increases that have or may occur prior to July 1, 2024.

Parties agree that after July 1, 2023, the Chief of Police may, at his sole discretion, increase the start rate, but not to exceed the after four (4) year step. If there is an adjustment to the start rate, other bargaining unit members with less than four (4) years of service in the Security Guard classification will also receive the same increase.

There is a separate agreement that addresses compensation specifically for members that were already paid above the proposed rates at the time of the ratification of this agreement.

### Section 15.2 Hourly Rate Adjustments

Effective July 1, 2024, and there after, for each of the fiscal years of this Agreement the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to other employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed to eligible employees on an across-the-board basis. In the event that the University Salary Increment Guideline provides for a variable distribution to employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed. For purposes of increment amounts, the University Salary Increment Guideline amount applicable to all employees shall be the only increase granted for distribution for the fiscal years of this agreement. Increases granted as a result of the general salary increment will be applied to the wage rates specified in Section 15.1

Effective July 1, 2024, and there after, Security Guards with a wage rate beyond the four (4) year rate shall be eligible for the same percentage authorized by the University for all hourly Civil Service employees through the published Fiscal Year increment guideline, as adopted by the NIU Board of Trustees.

These increases shall be effective July 1 of each subsequent fiscal year or as approved by the NIU Board of Trustees.

### Section 15.3 Advancement

Employees will move up to the next step in the salary plan after serving the required number of years in the classification. Salary increments will be effective at the first day of the pay period following the date of the employee’s anniversary date. (i.e. Employees start date = July 9, then the salary increment is effective July 16; Employee start date = July 22, then the salary increment is effective August 1).

Section 15.4 Educational Incentive

An educational incentive shall be paid to employees in the Security Guard classification each fiscal year, subject to eligibility as specified herein and for the duration of this Agreement. Eligibility to receive the educational incentive is based on active full-time employment with the department for the duration of the fiscal year and the completion of a college degree from an accredited institution of higher education recognized by the Employer. Verification of eligibility is based on official documentation of degree completion submitted to the Chief of Police for approval. For purposes of this Agreement, official documentation is defined as official transcripts sent to the Employer from the accredited institution. Upon verification of eligibility based on degree completion, Officers will submit a written request to the Chief of Police prior to November 1 of each fiscal year to receive payment. Payment of educational incentives will be made in a lump sum no later than the first pay period in December for the same year.

Guards will continue to receive the educational incentive payment each year for the highest level of degree verified for eligibility. Educational incentives are payable only for the highest completed degree (and for a maximum of one highest completed degree in a given fiscal year) and shall not be added to the hourly rate of pay. Subject to the eligibility provisions set forth above, employees in the Guard classification shall receive an annual educational incentive stipend based upon the highest degree attained, as follows:

\$600	Associates Degree
\$1200	Bachelor’s Degree
\$1800	Post Graduate Degree

Employees eligible for these yearly educational stipends shall make application to the Chief of Police prior to November 1 of each fiscal year. Upon approval by the University, payment shall be made in one lump sum no later than the first pay period in December. Payments shall not be cumulative in effect and will not be added to the hourly rate of pay for purposes of calculating any other economic benefit.

**ARTICLE XVI: UNIFORM AND EQUIPMENT PROVISION**

Section 16.1 Uniform and Equipment

The Employer will furnish, launder, clean, maintain and replace the uniforms of Security Guards as required. The basic uniform and equipment will consist of:

Radio	Pants - No Stripe (4)
Radio Epaulette	Short Sleeve Shirts (3)
Radio Earpiece	Long Sleeve Shirts (3)
ID Card	Neckties (2)
Keys As Required	Baseball Cap
Operations Manual	Skull Cap
Laundry Bags (2)	Jacket

Hat Badge Silver Color	Parka
Chest Badges (2) Silver Color	Sweater
Name Bar Silver Color (2)	Raincoat
NIUPD Insignia Silver Color (2)	Glove Pouch
Flashlight Holder	Key
Holder Hat Rain Cover	

Shoulder patches on all shirts, jackets, vests, and sweaters.

A plain smooth collar, navy blue turtleneck or dickey will be optional equipment that the security guard may purchase at their own expense.

### Section 16.2 Other Personal Equipment

The employer agrees to repair or replace as necessary the eye glasses, contact lenses, and prescription sun glasses of a security guard if such personal equipment is damaged or broken during the course of University duties if the security guard is required to exert physical force or is attacked by another person. The Employer agrees to repair or replace personal watches, spending a maximum of \$30, if such personal equipment is damaged or broken during the course of University duties if the security guard is required to exert physical force or is attacked by another person.

## **ARTICLE XVII: MISCELLANEOUS PROVISIONS**

### Section 17.1 Subcontracting

The Employer may hire temporary employees and/or external services to assist with shortages in staffing to assist in the workloads of classifications covered in this agreement. No subcontracting may be done during any furloughs. Subcontracting shall not cause layoffs, reduce the size of the bargaining unit or reduce any work hours for bargaining unit employees.

### Section 17.2 Time Clocks

The Employer reserves the right to mandate the use of time clocks, or similar mechanism, as a method of recording attendance. The employee is required to clock in and clock out each time they are away from the work area. The employee understands that they will not be compensated for time clocked in earlier or later than scheduled, unless approved in advance by the Chief of Police, or designee. Employees are prohibited from clocking out for another employee.

### Section 17.3 Driver's License Requirement

Bargaining unit members are required to have and maintain a class D driver's license issued by the state of Illinois. Suspensions and convictions which occur on or off schedule, must be reported to the Chief of Police, or designee, no later than the next scheduled work day.

### Section 17.4 Drug and Alcohol Testing

Any employee, suspected to be under the influence of alcohol or illegal drugs while on duty, shall be subject to an investigation. The refusal by any employee to cooperate with such investigation, including completion of drug and/or alcohol testing by Police or certified health professional, will be subjected to disciplinary action, up to and including discharge.

### Section 17.5 Outside Employment

Employment outside of the department requires the written approval of the Chief of Police or designee. Such approval will not be unreasonably denied.

### Section 17.6 Furlough Days

If a University-wide mandatory furlough plan is applied, an employee may be scheduled to take an unpaid leave of absence from work of the same duration as other employees. During such furlough days, the employee is unable to use or accrue paid benefits. The Employer agrees to provide employees with a minimum thirty (30) calendar day written notice of such action.

### Section 17.7 Parking Permits

All parties acknowledge that the annual cost of permits, for personal vehicles, are determined by the Employer.

### Section 17.8 Surveillance Testing

Bargaining unit members agree to comply with surveillance testing provided by the Employer when the tests are administered during the member's regularly scheduled work shift. Members will not experience a loss of pay during the administration of the test.

### Section 17.9 Residency

Employees are required to reside within fifty (50) miles of the NIU Police Department. Any dispute as to whether a residence is within the boundary will be determined by Google Maps or other mutually agreed mapping application.

### Section 17.10 Travel Reimbursement

Travel payments or reimbursements are at the sole discretion of the Chief of Police.

### Section 17.11 Tuition Waivers

All requests for tuition waivers that require a supervisor's signature shall be submitted through the chain of command prior to scheduling any classes, with final approval by the Chief of Police or designee, which will not be unreasonably denied. Guards may not schedule any classes that conflict with their regularly assigned work shift. Guards will notify the department of any classes that they are taking, regardless of whether a supervisor's signature is required for the tuition waiver.

## **ARTICLE XVIII: LIMITATIONS**

### Section 18.1 Savings Clause

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, executive order, decision of a court of competent jurisdiction, or administrative agency having final authority over its provisions, such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect. Negotiations to substitute provision(s) for the invalidated provision(s) shall commence no later than thirty (30) days after either party has filed a written request to do so.

### Section 18.2 Other Expressed Limitations

This Agreement shall not supersede:

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

## **ARTICLE XIX: ENTIRE AGREEMENT**

### Section 19.1 Entire Agreement

The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and such practices affected by the Agreement between the Employer and represented employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. This Agreement may only be amended during its term by written mutual agreement of both parties.

## **ARTICLE XX: TERMINATION**

### Section 20.1 Duration

This Agreement shall be effective July 1, 2022 and shall remain in full force and effective until June 30, 2028. It shall continue in effect from year to year thereafter, unless notice of “Request to Renegotiate” is provided in writing by registered, certified or electronic mail by either party no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Agreement. Notices to Renegotiate, as required and provided by the Employer, shall be addressed to the M.A.P. Chapter #414, in care of the Chapter President, at NIU Department of Police and Public Safety. Notices to Renegotiate, as required and provided by the Union, shall be addressed to Northern Illinois University, Director of Labor Relations Office of General Council, 334 Altgeld Hall, DeKalb, Illinois 60115 or JPerez1@niu.edu. Either party may, by written notice, change the address as noted above. Such notice to renegotiate shall be considered to have been given as of the date shown on the postmark.

Upon expiration of this agreement, Northern Illinois University and the Metropolitan Alliance of Police (MAP), Chapter #414, hereby agree to extend the current collective bargaining



agreement to provide for continued negotiations for a new labor agreement. Accordingly, the terms and conditions of the current collective bargaining agreement shall remain in full force and effect while an Extension Agreement is in effect, with any wage increases or modifications of language subject to the final negotiated agreement.

In the event of an impasse in such negotiations, the procedures prescribed by the Illinois Educational Labor Relations Act shall be followed.

**SIDE LETTER AGREEMENT**

The employer agrees to provide current members with the Hourly Rates below and in Section 15.1 that is effective 1-1-2023. The retro pay adjustment will be in the form of a one time lump sum payment covering hours from 1-1-2023 to the date of approval of the cba by the NIU Board of Trustees. Members that are no longer employed at the time that the NIU Board of Trustees approves the 2022-2028 collective bargaining agreement are not eligible for any retro payment.

In addition, because Security Guards Quillman and O'Donnell are currently paid above the wage plan. The employer agrees to pay these guards effective 1-1-2023 \$22.45 and effective 7-1-2023 \$ 24.00.

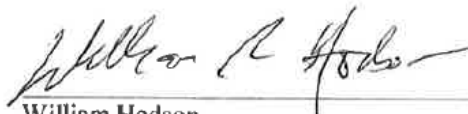
This side letter resolves all current and pending disputes between the parties.

METROPOLITAN ALLIANCE OF POLICE  
NIU Security Chapter #414


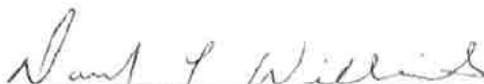


John Quillman, President  
M.A.P. Chapter #414

NORTHERN ILLINOIS UNIVERSITY  
Dekalb Campus



William Hodson  
Senior Associate Vice President and  
Chief Human Resources Officer

  
Keith George, President  
Metropolitan Alliance of Police  
Darek L. Williams, M.S.  
Chief Negotiator  
Assistant Director, Employee and Labor  
Relations  
Darren Mitchell  
Chief of Police