



Regular Meeting
of the
Board of Trustees

September 21, 2023

**Regular Meeting of the
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY
9:00 a.m. – Thursday – September 21, 2023
Board of Trustees Room
Altgeld 315**

AGENDA

1. Call to Order and Roll Call
2. Verification of Quorum and Appropriate Notification of Public Meeting
3. Meeting Agenda Approval.....*Action*..... i
4. [Review and Approval of Minutes from August 24, 2023](#).....*Action*.....1
5. Chair's Comments/Announcements
6. Public Comment*
7. [Reports of Board Committees and Board Liaisons](#)..... *Information*.....4
 - a. Academic Affairs, Student Affairs and Personnel Committee (AASAP)
 - b. Finance, Audit, Compliance, Facilities and Operations Committee (FACFO)
 - c. Research and Innovation, Legal and Legislative Affairs Committee (RILLA)
 - d. Illinois Board of Higher Education
 - e. Universities Civil Service Merit Board
 - f. Northern Illinois Research Foundation
 - g. Northern Illinois University Alumni Association
 - h. Northern Illinois University Foundation
8. President’s Report No. 171
 - a. University Recommendations Forwarded by the Board Committees
 - 1) [Bowl Game Participation Expenses](#).....*Action*.....9
 - b. University Reports Forwarded by the Board Committees
 - 1) [Dean of the College of Business Search Update](#) *Information*.....10
 - 2) [Annual Listing of Changes Fiscal Year 2023](#) *Information*.....12
 - 3) [2022-2023 Faculty Emeritus Recognition](#)..... *Information*.....17
 - 4) [Innovation and Impact: The Work of Student Affairs](#) *Information*.....20
 - 5) [State Legislative Report](#)..... *Information*.....21
 - 6) [Federal Relations Report](#)..... *Information*.....23
 - 7) [Sponsored Programs Administration Quarterly Report](#)..... *Information*.....25
 - 8) [Faculty Presentation](#)..... *Information*.....44
 - 9) [Fiscal Year 2022 Audit and Financial Results](#)..... *Information*.....45
 - 10) [Fiscal Year 2022 External Audit Corrective Action Plans Update](#).....
..... *Information*.....46

11) Annual Report of Cash and Investments for Period Ending June 30, 2023...	Information.....49
12) Semi-Annual Progress Report of Active Capital Projects Update and Presentation.....	Information.....54
13) Annual Summary Report on Obligations of Financial Resources for Year Ended June 30, 2023....	Information.....64
14) Quarterly Summary Report of Transactions in Excess of \$100,000 for the Period April 1, 2023 to June 30, 2023.....	Information.....65

c. Items Directly from the President

1) ReUp Stop Out Recruitment Initiative.....	Action.....69
2) Collective Bargaining Agreement for the International Union of Operating Engineers, Local 150.....	Action.....70
3) Collective Bargaining Agreement for the Mid-America Carpenters Regional Council, Local Union 790	Action.....93
4) Chessick Practice Center and Yordon Academic and Athletic Performance Center Acquisition Approval	Action.....117
5) Graduate School Update.....	Information.....118
6) Community College Transfer Update.....	Information.....119

9. Chair’s Report No. 107

a. Board of Trustees 2024 Meeting Dates Approval.....	Action.....120
---	----------------

10. Other Matters

11. Next Meeting Date

12. Closed Session

13. Adjournment

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

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

Minutes of the
Board of Trustees of Northern Illinois University
Special Meeting
August 24, 2023

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 1:01 p.m. by Board Chair Eric Wasowicz in the Board of Trustees Room, 315 Altgeld Hall.

Recording Secretary Crystal Doyle conducted a roll call.

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

Also present: President Lisa Freeman; Vice President and General Counsel and Board Parliamentarian Bryan Perry; Interim Executive Vice President and Provost Laurie Elish-Piper; Vice President for Administration and Finance and Chief Financial Officer George Middlemist; Vice President for Research and Innovation Partnerships Yvonne Harris; and University Advisory Council (UAC) Representative Benjamin Creed.

MEETING AGENDA APPROVAL

Chair Wasowicz asked for a motion to approve the meeting agenda. Trustee Gayles so moved, and Trustee Moore seconded. The motion was approved.

REVIEW AND APPROVAL OF MINUTES OF MAY 11, 2023 AND JUNE 15, 2023

Chair Wasowicz asked for a motion to approve the minutes of May 11, 2023. Trustee Butler so moved, and Trustee Barsema seconded. The motion was approved.

Chair Wasowicz asked for a motion to approve the minutes of June 15, 2023. Trustee Herrero so moved, and Trustee Gayles seconded. The motion was approved.

CHAIR'S COMMENTS/ANNOUNCEMENTS

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

PUBLIC COMMENT

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

PRESIDENT'S REPORT NO. 170

Chair Wasowicz asked President Freeman to present the President's Report No. 170.

Agenda Item 7.a. Miles Education Inc. Contract

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

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

Agenda Item 7.b. Lowden Hall Heat Exchanger Replacement

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

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

Agenda Item 7.c. Executive Vice President and Provost Search Update

President Freeman presented agenda item 7.c.

OTHER MATTERS

There were no other matters.

NEXT MEETING DATE

The next regularly scheduled meeting of the Board of Trustees will be held September 21, 2023 at 9:00 a.m.

CLOSED SESSION

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

Trustee Herrero so moved, and Trustee Barsema seconded.

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

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

The motion was approved.

The Board closed the public meeting at 1:08 p.m.

The meeting reconvened from closed session at 2:55 p.m.

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

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

ADJOURNMENT

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

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

Vice Chair Rita Athas: Absent

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Tim Moore: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

The meeting adjourned at 2:56 p.m.

Respectfully submitted,

Crystal Doyle

Recording Secretary

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

REPORTS OF BOARD COMMITTEES AND BOARD LIAISONS

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

The Academic Affairs, Student Affairs and Personnel Committee met on August 24, 2023. There were no action items on the agenda. The committee received four information items: Dean of College of Business Search Update, Annual Listing of Changes Fiscal Year 2023, 2022-2023 Faculty Emeritus Recognition and Innovation and Impact: The Work of Student Affairs presentation by Vice President for Student Affairs, Clint-Micheal Reneau.

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

The Finance, Audit, Compliance, Facilities and Operations Committee met on August 24, 2023. The committee was presented with three Financial Update items: Fiscal Year 2022 Audit and Financial Results; Fiscal Year 2022 External Audit Corrective Action Plans Update; and Annual Report of Cash and Investments for Period Ending June 30, 2023. The committee approved three actions items: Miles Education Inc. Contract; Bowl Game Participation Expenses; and Lowden Hall Heat Exchanger Replacement. Of the three action items, two items were sent in front of the Special Meeting that same day. The committee also received three University Information items: Semi-Annual Report of Active Capital Projects Update and Presentation; Annual Summary Report on Obligations of Financial Resources for Year Ended June 30, 2023; and Quarterly Summary Report of Transactions in Excess of \$100,000 for the Period April 1, 2023 to June 30, 2023.

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

The Research and Innovation, Legal and Legislative Affairs Committee met on August 24, 2023. Dr. Yvonne Harris was welcomed as the new Vice President for Research and Innovation Partnerships. The committee reviewed three information items, the State Legislative Report, the Federal Relations Report, and the Sponsored Programs Administration Quarterly Report. In addition, the committee acknowledged NIU student, Jada Samuels and her business Jada Juice for winning \$7,000 in prize money at the DePaul University Pitch Madness Competition in July. Dr. Harris did not add additional remarks for the report. Ms. Katie Davison, Director of State Relations provided the State Legislative Report, noting that the Fall veto session is set for October 24-26 and November 7-9. She also noted we are working with sister institutions to develop a joint higher education legislative agenda and setting meetings with area legislators to stay connected and garner support. Additionally Representative Lance Yednock will not be running for re-election and plans to visit NIU campus in coming weeks. Ms. Julia Rowe, Director of Federal Relations, presented the Federal Relations Report, noting that she started with NIU in May and after meeting with President Freeman, began meeting with members of the Illinois Congressional Delegation and other key offices. Also noted was the goal advocating for federal programs of importance to NIU as Congress finalizes the Fiscal Year 2024 budget process. Ms. Dara Little, Assistant Vice President for Research and Sponsored Programs provided the written FY23 Q4 Sponsored Funding Report and did not add remarks. Bryan Perry, Vice President and General Counsel reported that the Office of General Counsel had reviewed the SCOTUS decision regarding Students for Fair Admissions, Inc. v. Harvard and the University of North Carolina, et. al. General Counsel Perry referenced the two laws that were central to the decision, Title VI of the Civil Rights Act, and the Fourteenth Amendment to the United States Constitution. Also noted were the potential of the decision for future implications such as legacy admission, and the argument that race may not be used

as a factor for funds and scholarship. General Counsel Perry noted we can use race in personal statements and that this decision has not impacted NIU.

d. Illinois Board of Higher Education

The IBHE has met twice since the last Board of Trustee meeting.

The IBHE met on March 15, 2023, at Malcolm X College. The Board Chair opened the meeting with comments regarding the importance of diversity in Illinois, especially with the actions taken in Florida. He emphasized that a diverse, equitable Illinois is a thriving Illinois and that the IBHE would not tolerate any attempts to strip anyone of their identity or erase our great nation's complicated and sometimes inconvenient history. David Sanders, President of Malcolm X College, welcomed members of the Board and shared that Malcolm X College had its highest enrollment in a decade and expanded on the growth and development happening at the College and the City Colleges. The Board also received an update from Ginger Ostro, Executive Director of IBHE, on Governor Pritzker's proposed budget for higher education and the continued focus on the IBHE's Thriving Illinois strategic plan.

The Board heard a presentation by Ms. Veronica Herrero, Chief of Staff and Strategy, City Colleges of Chicago, and Aneesh Sohoni, Chief Executive Officer for One Million Degrees, on the expanded partnership between the City Colleges of Chicago and One Million Degrees. The presentation included an overview of the work being done and the ambitious goals of the partnership. The Board also heard a presentation titled *Diversifying Faculty in Illinois: Two Perspectives* from Ms. Xocitl Guerero, a 3rd year Ph.D. student at the University of Illinois Chicago, and Mr. Derek Brown, a DFI fellow from 2017-2019, highlighting the important aspects of the program. The IBHE also received updates from the IBHE Faculty Advisory Council Equity Working Group and the IBHE Student Advisory Council.

The IBHE granted authority to multiple community colleges to offer a variety of Associate of Applied Science degrees, subject to the institutions' implementation and maintenance of conditions presented in their applications.

- Elgin Community College to offer the Associate of Applied Science in Respiratory Care
- Illinois Central College to offer the Associate of Applied Science in Construction Management Technology
- Rock Valley College to offer Associate of Applied Science in Mechatronics
- Southwestern Illinois College to offer Associate of Applied Science in Medical Surgical Technology

The Board also took the following action:

- Provided authority for Southern Illinois University Edwardsville to grant the Master of Science in Forensic Sciences in the Southwestern Region.
- Granted authority to Midwestern Career College to offer an Associate of Applied Science in Surgical Technology in the South Metro Region.
- Approved amendments to Administrative Rules 23 Illinois Admin Code 1033, to administer interstate reciprocity agreement for distance education, implemented and authorized by Higher Education Distance Learning Act (110 ILCS 145). The amendments included institutional appeal, provisional approval, and other provisions to strengthen oversight and enhance consumer protection.
- Approved amendments to Administrative Rules 23 Illinois Admin Code 1100 to administer a competitive grant program for Illinois nursing schools as part of the Nurse Educator Assistance Act (110 ILCS 967).
- Approved amendments to Administrative Rules 23 Illinois Admin Code 1105 to administer a fellowship program for Illinois nurse educators as part of the Nurse Educator Assistance Act (110 ILCS 967).

- Approved updates to the Illinois Post-secondary and Career Expectations (PaCE) Framework to expand the framework to include middle grades.
- Approved IBHE Personnel Policies
- Approved the appointment of Pranav G. Kotari to the Midwest Higher Education Compact

The IBHE met on June 14, 2023, at Northern Illinois University. The Board Chair opened the meeting, thanking Northern Illinois University for hosting and commenting that Governor Pritzker signed the Fiscal Year 2024 State Budget, including a \$279 million increase – the largest in 20 years. Lisa Freeman, President of Northern Illinois University, welcomed members of the Board and shared the many positive aspects of NIU and the work the University is doing in alignment with *A Thriving Illinois*.

The Board heard an update by Pranav Kothari on the Midwest Higher Education Compact (MHEC), which highlighted the three priorities for the next four years. These included advancing innovation; developing collaborative solutions to regional problems and opportunities; and driving cost savings and business solutions. Dr. Lichtenberger (Deputy Director of Information Management and Research) presented a detailed analysis of the post-secondary attainment in Illinois, including the opportunities for institutions to serve adult learners better; the changing demographics of high school graduates; initial enrollment patterns; impact of the Common App; enrollment patterns; and outmigration. Drs. Barragan Torres and Bates presented *Cost, Location, and Academics: How Illinois High School Seniors Decide on a Four-Year College*. The presentation covered an overview of their research into why Illinois high school students choose a four-year college. The IBHE also received updates from the IBHE Faculty Advisory Council and the Disability Advisory Council.

The IBHE granted authority to multiple community colleges to offer a variety of Associate of Applied Science degrees, subject to the institutions' implementation and maintenance of conditions presented in their applications.

- Lake Land College to offer the Associate of Applied Science in Construction Operations
- South Suburban College to offer the Associate of Applied Science in Cosmetology
- Triton College to offer the Associate of Applied Science in Respiratory Care

The Board also took the following action:

- Approved Fiscal Year 2024 Grants and Programs.
- Approved Fiscal Year 2024 Grants under the Independent Colleges Capital Investment Grant Program.
- Approved the extension to June 2025 for Quiroga College to achieve accreditation.
- Approval of non-instructional capital projects for FY24.

e. Universities Civil Service Merit Board

Trustee John Butler, Universities Civil Service Merit Board Representative, will provide a verbal report.

f. Northern Illinois Research Foundation

The NIRF Board of Directors was scheduled to meet on September 19, 2023. A summary of that meeting will be submitted for the next NIU Board of Trustees meeting.

g. Northern Illinois University Alumni Association

Events – The events team had a great year, fueled by the addition of a staff member, Malerie Shumaker. Total events completed was up 10% (from 100 in FY22 to 110 in FY23), but unique attendance was up more than 27%, from 1,544 unique attendees to 1,972.

This was largely fueled by a more diverse event selection, with lower reliance on athletics- and casual-category events, and more events in the categories of cultural, stewardship, and celebration.

We are taking a more holistic approach to events this year, working closely with the corporate & foundation relations, planned giving, and donor relations teams to create programming that meets their strategic needs as well.

Volunteer Engagement - The number of unique volunteers engaged was down slightly, from 1,546 in FY22 to 1,334 in FY23. There are several reasons for this. The departure of a couple key campus partners led to their programs, which engaged several hundred volunteers, to be sunset. Additionally, more programs were converted for the new blended work and learning environment, reducing the total volunteer opportunities.

The volunteer team did boost opportunities for remote engagement, with the Huskie Postcard Project seeing growth from 123 volunteers in FY22 to 165 in FY23. This program allows alumni to write words of encouragement on the back of NIU-branded postcards, which are then affixed to candy and distributed to students during finals.

We did make a more concerted effort to solicit new volunteers. Volunteer giving participation went from 34% in FY22 to 36% in FY23, and median gift rose from \$200 to \$250.

Communications - With a mature communications program, there is not typically going to be explosive growth year over year. However, we have seen consistent growth and improvement in a few key areas.

Social media continues to be a strong performer for us, and while Facebook is stable with less than 1% growth in followers, we have seen growth across all of our social media platforms grow, from 210,858 in FY22 to 220,510 in FY23. This was driven by an increase of nearly 9,000 followers on LinkedIn.

Furthermore, we saw a 5% uptick in web traffic, from 112,097 in FY22 to 117,900 in FY23.

The communications team leveraged a golden opportunity with the introduction of Mission III, which led to earning more than \$47,000 of media value, driven by the story and introduction being carried both regionally and nationally. That was an increase of more than \$26,000 in earned media value.

Our creative team has been busy, with the launch of Overture, a platform for creating donor and prospect micro-sites that are highly customized, the introduction of a new planned giving website, and the earning of a 2023 National Tely Award for the Huskies United Campaign.

NIUAA Board - The board welcomed three new board members this year:

Divya Behl '05 MS '08
Antoinette Bryant '82
Eric Johnson '05 JD '10

These new members round out a board that has been highly engaged and active throughout the year. Diversity of the board has improved, with the board makeup closely representative of NIU's alumni base.

The board also has completed a diverse perspectives workshop, put on by our partners at Academic Diversity, Equity, and Inclusion.

We are proud to say that the NIUAA board had 100% giving participation this year, as well.

h. Northern Illinois University Foundation

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

BOWL GAME PARTICIPATION EXPENSES

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

Background: For eleven of the past 15 football seasons, the NIU football team has been invited to participate in a post-season Bowl Game. Through a shared cost model, the Mid-American Conference and respective institutions participating in bowl games account for the costs (amount established each fiscal year). The university is unsure of the bowl scenario at this point of the season, but should the team qualify, there is a quick turn-around for logistics. Bringing this item to the Board in advance allows university leadership and Intercollegiate Athletics to prepare in the most efficient manner.

Funding: Institutional Funds

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

DEAN OF THE COLLEGE OF BUSINESS SEARCH UPDATE

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

Denise Schoenbachler is currently serving as Interim Dean of the College of Business while a search can be conducted for a permanent replacement. The Office of the Executive Vice President and Provost will be utilizing an executive search firm per the approval of the Board of Trustees as noted. Due to the critical roles and functions that this position fulfills at the university, there is a justifiable need to use search firms for such positions, per paragraph (2) of the university's policy. The executive search firms will enable NIU to recruit a diverse and experienced pool of candidates. In cases where the Illinois Procurement Higher Education Consortium list has prequalified firms with the appropriate expertise, the list will be used to select the firms. In some cases, there may be additional expertise needed and an RFP for services may be done through the Procurement Office, following the appropriate process and procedure.

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

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

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

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

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

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

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

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

ANNUAL LISTING OF CHANGES FISCAL YEAR 2023

The Fiscal Year 2023 Annual Listing of Changes are reported, and sent, to the Illinois Board of Higher Education (IBHE) in the summer after the academic year is completed. The changes have been approved through the normal curricular processes or in accordance with the policies of the NIU Board of Trustees. The report was sent to the IBHE in August 2023.

For FY23, NIU created two programs, seven certificates, two minors, nine emphases and four specializations. Six programs, one certificate, eight specializations and two emphases were deleted. Also approved were 10 name changes, and one program relocation.

ANNUAL LISTING OF CHANGES

FISCAL YEAR 2023

ADDITIONS

Program

College of Education, Department of Educational Technology, Research, and Assessment, New Accelerated Bachelor of Science in Applied Management with Emphasis in Instructional Technology, Training, and Evaluation/Master of Science in Educational Research, Evaluation, and Assessment

College of Education, Department of Educational Technology, Research, and Assessment, New Accelerated Bachelor of Science in Applied Management with Emphasis in Instructional Technology, Training, and Evaluation/Master of Science in Instructional Technology

Certificate

College of Business, Department of Management, New Certificate of Undergraduate Study: Leading Individuals and Teams

College of Business, Department of Management, New Certificate of Undergraduate Study: Innovation, Design and Commercialization

College of Health and Human Sciences, School of Health Studies, New Certificate of Undergraduate Study: Medical Laboratory Sciences Workforce Development Certificate in Clinical Core Lab

College of Health and Human Sciences, School of Health Studies, New Certificate of Undergraduate Study: Medical Laboratory Sciences Workforce Development Certificate in Clinical Microbiology Lab

College of Education, Department of Kinesiology and Physical Education, New Certificate of Graduate Study: College Athletics Administration

College of Education, Department of Kinesiology and Physical Education, New Certificate of Graduate Study: Sport Coaching and Leadership

College of Education, Department of Kinesiology and Physical Education, New Certificate of Graduate Study: Sport Sales and Sponsorship

Minor

College of Education, Department of Kinesiology and Physical Education, New Minor in Sports Medicine

College of Liberal Arts and Sciences, Department of Economics and College of Law, New Pathway, Simultaneous Enrollment in Master of Arts in Economics and Juris Doctorate Programs

Emphasis

College of Health and Human Sciences, School of Family and Consumer Sciences, New Emphasis to the Bachelor of Science in Human Development and Family Sciences: Emphasis in Adult Development and Aging

College of Education, Department of Curriculum and Instruction, New Emphasis to the Bachelor of Science in Education in Elementary Education: Emphasis in General Elementary Education

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, New Emphasis to the Bachelor of Science in Earth, Atmosphere and Environment: Climate Science

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, New Emphasis to the Bachelor of Science in Earth, Atmosphere and Environment: Earth and Planetary Science

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, New Emphasis to the Bachelor of Science in Earth, Atmosphere and Environment: Earth and Space Science Education

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, New Emphasis to the Bachelor of Science in Earth, Atmosphere and Environment: Environment and Society

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, New Emphasis to the Bachelor of Science in Earth, Atmosphere and Environment: Geospatial Systems

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, New Emphasis to the Bachelor of Science in Earth, Atmosphere and Environment: Water and Soil Science

College of Liberal Arts and Sciences, Department of Environmental Studies, New Emphasis to the Bachelor of Arts in Environmental Studies: Sustainability and Energy

Specialization

College of Education, Department of Special and Early Education, New Specialization in Master of Science in Education in Early Childhood Education: Early Childhood Education (Initial Licensure)

College of Education, Department of Special and Early Education, New Specialization in Master of Science in Education in Early Childhood Education: Early Childhood Professional Studies and Practices (Non-Licensure)

College of Education, Department of Special and Early Education, New Specialization in Master of Science in Education in Early Childhood Education: Advanced Practices in Early Childhood Education (Subsequent Endorsement)

College of Education, Department of Curriculum and Instruction, New Specialization in Master of Arts in Teaching: Specialization in Middle Level Education with Initial Licensure

DELETIONS

Program

College of Health and Human Sciences, School of Family and Consumer Sciences, Deletion of Bachelor of Science in Hospital and Tourism Management

College of Business, Department of Accountancy, Deletion of Master of Science in Taxation

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, Deletion of Bachelor of Arts in Geography

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, Deletion of Bachelor of Science in Geography

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, Deletion of Master of Science in Geography

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, Deletion of Doctor of Philosophy in Geography

Certificate

College of Education, Department of Counseling and Higher Education, Deletion of Certificate of Graduate Study: Medical Family Therapy and Counseling CAHE

Specialization

College of Liberal Arts and Sciences, Department of Biological Sciences, Deletion of a Graduate Specialization from Master of Science in Biological Sciences - Specialization in Biology Teaching

College of Education, Department of Curriculum and Instruction, Deletion of a Graduate Specialization from Doctor of Education in Curriculum and Instruction – Specialization in Science, Social Studies, and Environmental Education Integration

College of Education, Department of Leadership, Educational Psychology and Foundations, Deletion of a Graduate Specialization from Doctor of Education in Educational Leadership and Policy Studies – Specialization in Educational Leadership

College of Education, Department of Leadership, Educational Psychology and Foundations, Deletion of a Graduate Specialization from Doctor of Education in Educational Leadership and Policy Studies – Specialization in Educational Policy Studies

College of Health and Human Sciences, School of Nursing, Deletion of a Graduate Specialization from Master of Science in Nursing – Specialization as an Adult Gerontology Clinical Nurse Specialist

College of Health and Human Sciences, School of Nursing, Deletion of a Graduate Specialization from Master of Science in Nursing – Specialization as an Adult Gerontology Primary Care Nurse Practitioner

College of Health and Human Sciences, School of Nursing, Deletion of a Graduate Specialization from Doctor of Nursing Practice – Specialization as an Adult Gerontology Clinical Nurse Specialist

College of Health and Human Sciences, School of Nursing, Deletion of a Graduate Specialization from Doctor of Nursing Practice – Specialization as an Adult Gerontology Primary Care Nurse Practitioner

Emphasis

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, Deletion of an Undergraduate Emphasis to the Bachelor of Science in Earth, Atmosphere and Environment – Emphasis in Water Sciences

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, Deletion of an Undergraduate Emphasis to the Bachelor of Arts in Earth, Atmosphere and Environment – Emphasis in Water Sciences

OTHER CHANGES

Name Changes

College of Health and Human Sciences, School of Nursing, from: Bachelor of Science in Nursing, to Bachelor of Science in Nursing, Pre-Licensure and Bachelor of Science in Nursing, Registered Nurse – Bachelor of Science Degree Completion

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, from Bachelor of Science in Geology and Environmental Sciences to Bachelor of Science in Earth, Atmosphere and Environment

College of Liberal Arts and Sciences, Department of Environmental Studies, from Bachelor of Science in Environmental Studies: Emphasis in Energy Studies to Bachelor of Science in Environmental Studies: Emphasis in Sustainability and Energy

College of Liberal Arts and Sciences, Department of Environmental Studies, from Bachelor of Arts in Environmental Studies: Emphasis in Energy Studies to Bachelor of Arts in Environmental Studies: Emphasis in Sustainability and Energy

College of Liberal Arts and Sciences, Department of Environmental Studies, from Bachelor of Science in Environmental Studies: Emphasis in Nature in Society to Bachelor of Science in Environmental Studies: Emphasis in Environmental Justice

College of Liberal Arts and Sciences, Department of Environmental Studies, from Bachelor of Arts in Environmental Studies: Emphasis in Nature in Society to Bachelor of Arts in Environmental Studies: Emphasis in Environmental Justice

College of Liberal Arts and Sciences, Department of Environmental Studies, from Bachelor of Science in Environmental Studies: Emphasis in Environmental Policy to Bachelor of Science in Environmental Studies: Emphasis in Environmental Policy and Law

College of Liberal Arts and Sciences, Department of Environmental Studies, from Bachelor of Arts in Environmental Studies: Emphasis in Environmental Policy to Bachelor of Arts in Environmental Studies: Emphasis in Environmental Policy and Law

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, from Master of Science in Geology to Master of Science in Earth, Atmosphere and Environment

College of Liberal Arts and Sciences, Department of Earth, Atmosphere and Environment, from Doctor of Philosophy in Geology to Doctor of Philosophy in Earth, Atmosphere and Environment

Program Relocation

College of Health and Human Sciences, relocation of Doctor of Philosophy in Health Sciences from College of Health and Human Sciences, School of Interdisciplinary Health Professions to College of Health and Human Sciences

August 7, 2023 CMM

2022-2023 FACULTY EMERITUS RECOGNITION

Universities have a long tradition of granting emeritus status to faculty who retire in good standing. Northern Illinois University has created a regular process for the identification of retirees for whom the emeritus designation is appropriate. A list of ranked faculty who have announced or finalized retirements during the fiscal year is prepared annually by Human Resource Services and reviewed by the Executive Vice President and Provost for presentation to the Board of Trustees. The University hereby informs the Board of Trustees of the retired faculty members designated as emeritus for FY24.

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

Name	Department	Rank and Special Status	Retirement Date
Timothy Aurand	Marketing	Professor	7/1/2023
Gerald Blazey	Division of Research and Innovation Partnerships	Professor, Distinguished Research Professor	7/1/2023
Derryl Block	Nursing	Professor	1/1/2023
Philip Carpenter	Earth, Atmosphere and Environment	Professor	1/1/2023
Michael Day	English	Professor	9/1/2022
Ronald Duvall	Biological Sciences	Professor	8/1/2022
Paula Frasz	Theatre & Dance	Professor, Presidential Engagement and Partnership Professor	1/1/2023
George Holt	Communication	Professor	1/1/2023
Narayan Hosmane	Chemistry & Biochemistry	Professor, Distinguished Research Professor, Board of Trustees Professor	1/1/2023
Judith Lukaszuk	Health Studies	Professor	6/1/2023
Kathleen McFadden	Operations Management and Information Systems	Professor, Board of Trustees Professor	6/1/2023
Keith Millis	Psychology	Professor	9/1/2022
Frances Parker	Educator Licensure and Preparation	Associate Professor	1/1/2023
Bradford Pillow	Psychology	Professor	1/1/2023
Mary Shafer	Mathematical Sciences	Associate Professor	8/1/2022
Masih Shokrani	Health Studies	Professor	6/1/2023
Robert Sims	Music	Professor	6/1/2023
Elizabeth Wilkins	Curriculum and Instruction	Professor	9/1/2022
Ronnie Wooten	Music	Professor	7/1/2023

NIU Professor Emeritus Status

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

Policy

The Policy Library states:

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

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

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

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

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

Process

The Policy Library states:

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

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

Recognition

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

Benefits

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

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

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

INNOVATION AND IMPACT: THE WORK OF STUDENTS AFFAIRS

Clint-Michael Reneau, Vice President for Student Affairs will provide an overview of student affairs work dedicated to engagement, retention, Greek Life revitalization, and the Braven first-year program.

STATE LEGISLATIVE REPORT

The Spring Legislative Session concluded on May 28th, 2023, at which time the Illinois General Assembly passed a comprehensive FY24 budget that included a seven percent increase in funding for Northern Illinois University. NIU will receive \$98,670,300 in FY24 general appropriations. Among the notable highlights for higher education in the budget were a \$100M increase in the state’s need-based student grants Monetary Award Program (MAP) and an increase in funding for AIM High merit-based scholarships of \$15M.

HB3759 SCH CD-HIGHER ED INFO/RECRUIT (STUART K) Amends the State Board of Education Article of the School Code. Provides that student profile information collected by a specified assessment shall be made available to the State's public institutions of higher education in a timely manner. Amends the School Boards Article of the School Code. in provisions concerning access to high school campuses, provides that State institutions of higher education shall be granted access to high school campuses. Makes conforming changes. Provides that by January 1, 2024, student directory information shall be made electronically accessible through a secure centralized data system for official recruiting representatives of the armed forces of Illinois and the United States, and State public institutions of higher education. Public Act 103-0204

HB3760 HIGHER ED-UNIFORM ADMISSION (STUART K) Amends the Public University Uniform Admission Pilot Program Act. Provides that, beginning with the 2024-2025 academic year, each institution shall create a 4-year uniform admission system pilot program to admit community college transfer students for each semester of the pilot program. Exempts a university that already has a uniform admission policy for transfer students equal to or less restrictive than that prescribed in the amendatory Act. Sets forth minimum requirements for guaranteeing admission. Provides that institutions may establish or implement less restrictive uniform admission transfer policies. Public Act 103-0205

HB2878 FA 2 - Certificates of Participation – A contract may be entered into for any period of time deemed to be in the best interests of the State but not exceeding 10 years inclusive, beginning January 1, 2010, of proposed contract renewals; provided, however, in connection with the issuance of certificates of participation or bonds, the governing board of a public institution of higher education may enter into contracts in excess of 10 years but not to exceed 30 years for the purpose of financing or refinancing real or personal property.

In response to the recent decision by the Supreme Court to end race conscious admissions, the chair of the higher education appropriations committee, Representative LaSawn Ford, released the following statement with input from the Governor’s office and the office of the Attorney General.

The recent rulings by the Supreme Court of the United States to narrow universities’ ability to consider race in their admissions decisions has understandably created angst among students, families, and the higher education community. While the ruling upends decades of precedent, it did leave space for universities to consider how an applicant’s lived experiences, including their race, inform their ability to contribute to the university community.

The Illinois Board of Higher Education, the Illinois General Assembly, and Illinois’ public universities are united in our commitment to ensure racial and ethnic diversity on our campuses and to promote inclusive learning environments. Diversity, equity, and inclusion in our higher

education system are key in fostering a thriving Illinois economy and vibrant campuses, with people from all walks of life. Diverse and inclusive academic communities where everyone feels a sense of belonging are essential to all students' personal and professional growth and success. In Illinois' system of higher education, we will continue to develop well-rounded, critical thinking citizens of the world.

In the coming weeks, the United States Department of Education, and likely the Department of Justice, will be issuing guidance resulting from the impact of the Court's rulings on affirmative action in college admissions. The Illinois General Assembly is looking forward to reviewing the guidance to determine next steps as we work hand-in-hand with our state's higher education system, Governor JB Pritzker, and Attorney General Kwame Raoul to uphold the commitment to diverse and inclusive student bodies in a manner consistent with the law.

FEDERAL RELATIONS REPORT

This report covers the period of May to August 2023.

In May 2023, Julia Rowe joined Northern Illinois University as the Director of Federal Relations. She has begun meeting with key members of the Illinois Congressional Delegation and D.C. higher education associations and stakeholders. Julia was on the NIU campus in late-May to meet with President Freeman, senior leadership, and key offices with priorities before the federal government.

The Supreme Court

On June 29, the Supreme Court released its decision in “Students for Fair Admissions, Inc. (SFAI) v. President and Fellows of Harvard” and “SFAI v. University of North Carolina”, on use of race in college admissions. The court found that the use of race by Harvard and UNC violated the equal protection clause of the 14th amendment.

On June 30, the Supreme Court released its decision in “Biden v. Nebraska” and “U.S. Department of Education v. Brown”. The court found in “Biden v. Nebraska,” the case brought by six states Attorney General’s, that the State of Missouri had standing and would be harmed if the debt forgiveness plan went into effect.

The court found in “U.S. Department of Education v. Brown” that the two plaintiffs did not have standing and would not suffer harm under the administration's debt forgiveness plan.

The Administration

In light of the Supreme Court decisions on affirmative action and student loan forgiveness, the Biden Administration announced they will hold a national summit this summer with institutional leaders from across higher education to talk about admissions policies and practices that seek to foster diversity. Later this fall the Department of Education is planning to release a report that shares best practices in admissions to the higher education community. Additionally, the Biden Administration and the Department of Education may begin to look at legacy admissions and other practices that advantage those coming from more privileged backgrounds.

Congress

In June, Sen. Bill Cassidy (R-LA) introduced “The Lowering Education Costs and Debt Act” a package of five bills aimed to reign in the cost of college and addresses affordability. The package would prevent colleges from receiving Title IX funds if programs did not meet certain gainful employment earnings thresholds after completion, reduce the number of loan repayment plans from nine to two, standardize student aid offers and limit graduate education borrowing.

The package includes: The “College Transparency Act (CTA)” which reforms college data reporting; the “Understanding the True Cost of College Act”, requires institutions to use a uniform financial aid letter; the “Informed Student Borrowing Act”, reforms disclosure of student loan information to include the duration of loans, expected monthly payment, how much money students are likely making after attending a school and program. It requires borrowers to annually receive information through loan counseling; the “Streamlining Accountability and Value in Education (SAVE) for Students Act” aims to streamline repayment options consolidating the current loan repayment plans in to two. It limits new loans to undergraduate and graduate programs where former students cannot earn more than a high school graduate or a bachelor’s degree

recipient; and the “Graduate Opportunity and Affordable Loans (GOAL) Act” would end Graduate PLUS loans and limits graduate school borrowing.

The package in its current form is unlikely to move forward in the Democratic controlled Senate.

Senator Bernie Sanders (D-VT) introduced the “College for All Act” that would double the maximum Pell Grant, guarantee tuition-free community college for all students, and allow eligible students to attend a four-year college without debt. Sen. Sander’s bill is unlikely to pass the Senate in its current form.

The Department of Education

On June 17, the Department of Education released a Notice of Proposed Rule Making on gainful employment (GE). The regulations would limit access to Title IV for programs that fail a debt: earnings measure or in which graduates have earnings no higher than those with only a high school diploma. For public and nonprofit institutions, consistent with the statute defining GE, the regulations would apply to non-degree programs. The Department of Education’s stated goal of the regulations is to increase transparency to the costs and outcomes of all undergraduate and graduate degree programs, by requiring out-of-pocket cost transparency.

The proposed rule also includes changes to three regulatory areas; financial responsibility, administrative capability, and certification procedures, and consensus language on ability to benefit rules from the Spring 2022 negotiated rulemaking session.

The Department of Education expects the rule to be finalized by November 1 with a July 1, 2024, effective date.

SPONSORED PROGRAMS ADMINISTRATION QUARTERLY REPORT

This report presents ¹information on awards received by various units at NIU during Fiscal Year (FY) 2023. By the end of this fiscal year, NIU obtained a total of 398 awards, marking an 8% increase compared to awards received in FY22.

Not including COVID-19 funding, NIU received a total of \$57M in externally funded awards. This is an impressive increase of 35% over last year. The distribution of funding is as follows: \$16M for research, \$7.2M for instruction, and \$34M for other sponsored activities (OSA) as shown in Figure 1. Funding for OSA increased a remarkable 74% with research up by 31%. Funding for instructional programs declined by 31% due to some shifting of previously awarded funds by State agencies.

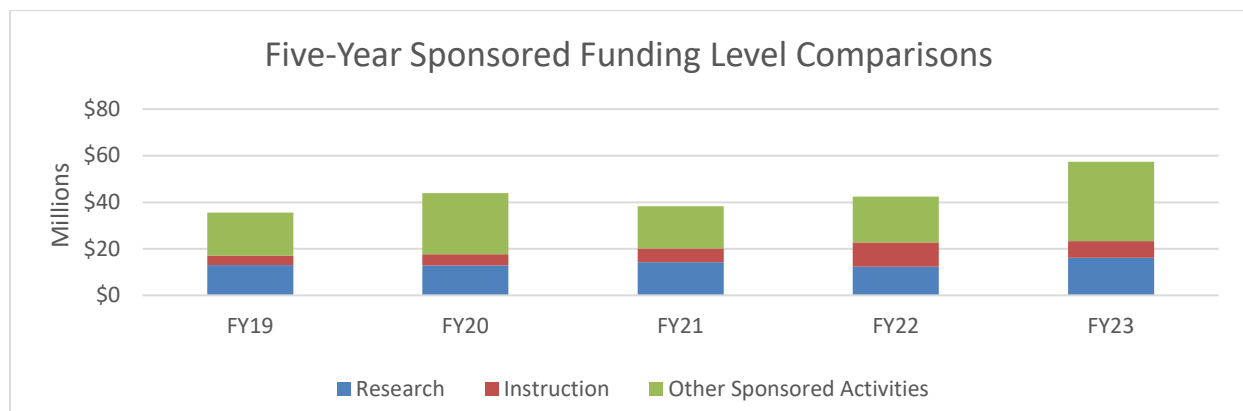


Figure 1

Note: Totals do not include COVID-19 funding.

Including COVID-19 relief funds, total sponsored funding for FY23 is \$61M (Table 1). Most COVID-19 funding this year is for pandemic related reimbursements from FEMA, GEER, and ARP² funding through the Illinois Board of Higher Education (IBHE) to support early childhood education and program support for NIU students. As relief funding winds down, future SPA reports will no longer separate this funding, but it is being provided here for previous year comparisons. SPA is happy to provide additional information upon request.

Table 1

Comparisons with COVID-19 Relief Funding				
	FY 20	FY 21	FY 22	FY 23
Sponsored Funding	\$36,449,284	\$38,230,894	\$42,362,925	\$57,838,970
Relief Funding	\$7,538,876	\$41,473,126	\$6,267,756	\$3,195,289
Total Sponsored Funding	\$43,988,160	\$79,704,020	\$48,630,681	\$61,034,259

¹ Report represents preliminary FY 2023, information subject to change.

² Federal Emergency Management Agency (FEMA), Governor’s Emergency Education Relief (GEER), American Rescue Plan (ARP)

As these numbers show, this year has been a very successful year for NIU faculty and staff in securing external funding and supporting the management of the university's sponsored funding portfolio that continues to expand in both volume and complexity. All are commended for their outstanding success and commitment to the university's research, teaching, and service missions.

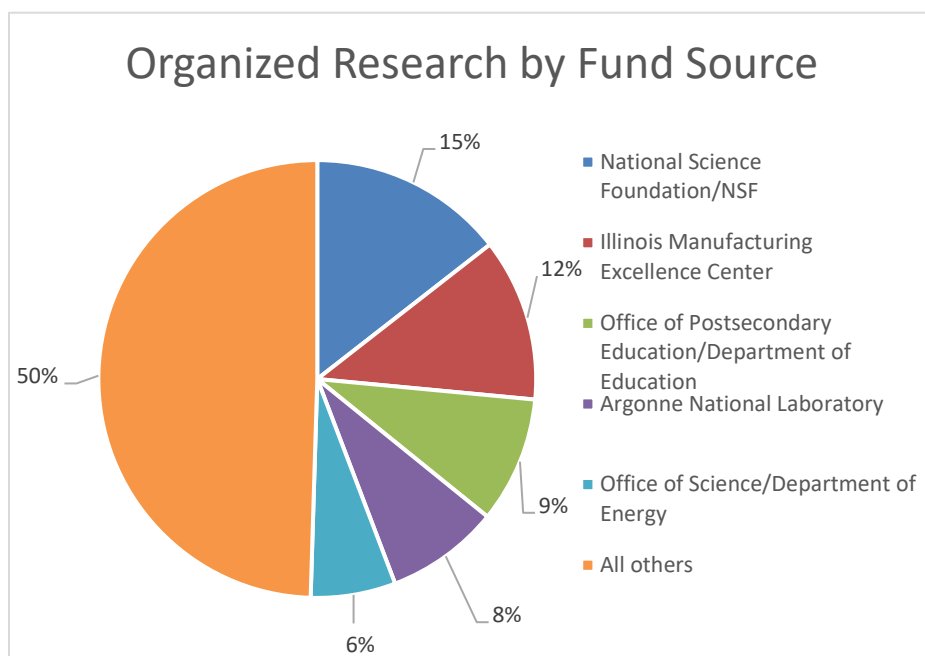


Figure 2

Note: Other category includes agencies contributing 1%-5% of the total. Amounts based on originating fund source.

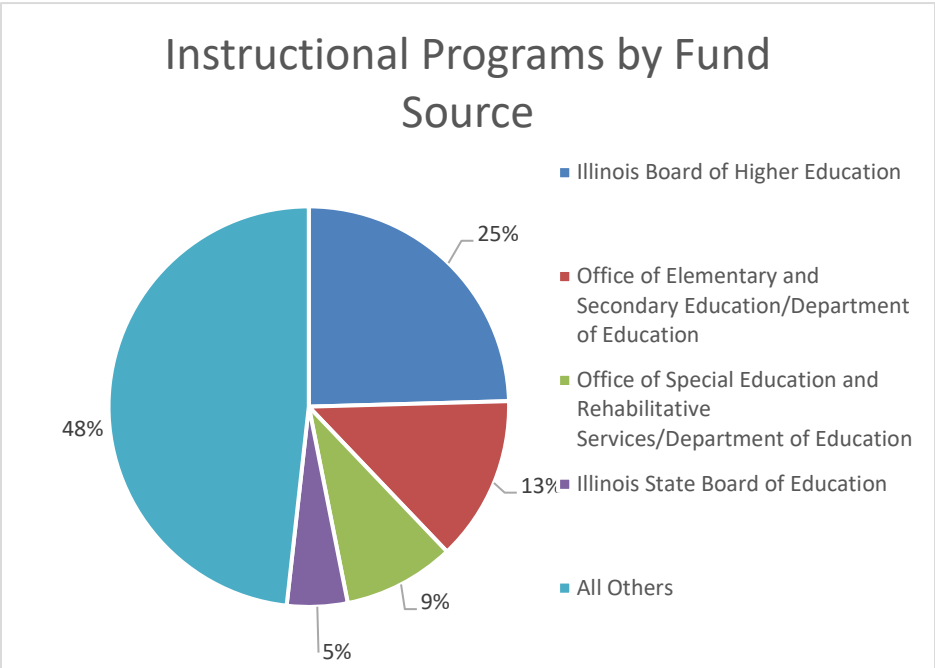
This year, the top funders for research at NIU were the National Science Foundation/NSF (15%), Illinois Manufacturing Excellence Center (12%), Office of Postsecondary Education/Department of Education (9%), Argonne National Laboratory (8%), and Office of Science/Department of Energy (6%) (Figure 2).

NSF awarded \$2.3M this year to support projects across various campus departments and disciplines

including Chemistry and Biochemistry (\$593K), Earth, Atmosphere and Environment (\$372K), Computer Science (\$205K), Mechanical Engineering (\$199K), Industrial and Systems Engineering (\$198K), Biological Sciences (\$192K), Mathematical Sciences (\$161K), and Anthropology (\$5K). NSF consistently provides the largest share of NIU's research funding.

Of important note this year is the large amount of funding from the Office of Postsecondary Education/Department of Education for research. This \$1.5M of federal Community Project Funding will modernize the Microelectronic Research and Development Lab (MRDL) in the College of Engineering and Engineering Technology.

Argonne National Laboratory continues to be a strong partner of NIU supporting students and research personnel for collaborative research projects and faculty joint appointments. These supports, coupled with access to Argonne's state of the art facilities, enable NIU research beyond that funded by the lab. Departments partnering with Argonne this year for funding and joint appointments include Chemistry and Biochemistry (\$463K); Computer Science, (\$101K); Earth, Atmosphere and Environment (\$52K), and Mechanical Engineering (\$45K). Rounding out the top five research funders is the Office of Science/ Department of Energy awarding three projects in the departments of Chemistry (\$629K) and Physics (\$380K).



The top funders for Instructional Programs this year are the Illinois Board of Higher Education (25%), Office of Elementary and Secondary Education/Department of Education (13%), Office of Special Education and Rehabilitative Services/Department of Education (9%), and Illinois State Board of Education (5%) (Figure 3).

Figure 3
 Note: Other category includes agencies contributing 1%-4% to the total. Amounts based on originating fund source.

Most of the Illinois Board of Higher Education funding (\$1.7M) is for the COVID-19 early childhood program mentioned previously. This program runs through the College of Education with the purpose of providing streamlined paths to degrees, licenses, and credentials to the early childhood incumbent workforce as part of a broader statewide initiative.

Programs funded this year by the Department of Education include continuing support for training programs in Department of Psychology (\$1.2M) and Department of Special and Early Education (\$400K). The School of Family and Consumer Sciences (\$353K) was the sole recipient of Instructional funding from the Illinois State Board of Education to provide comprehensive early learning opportunities for preschoolers in the DeKalb community. The remaining share (48%) of funding largely consists of revenue received directly by various campus departments for experiential learning projects, MBA contract courses and various internship and other graduate student training placements reported by but not managed through SPA.

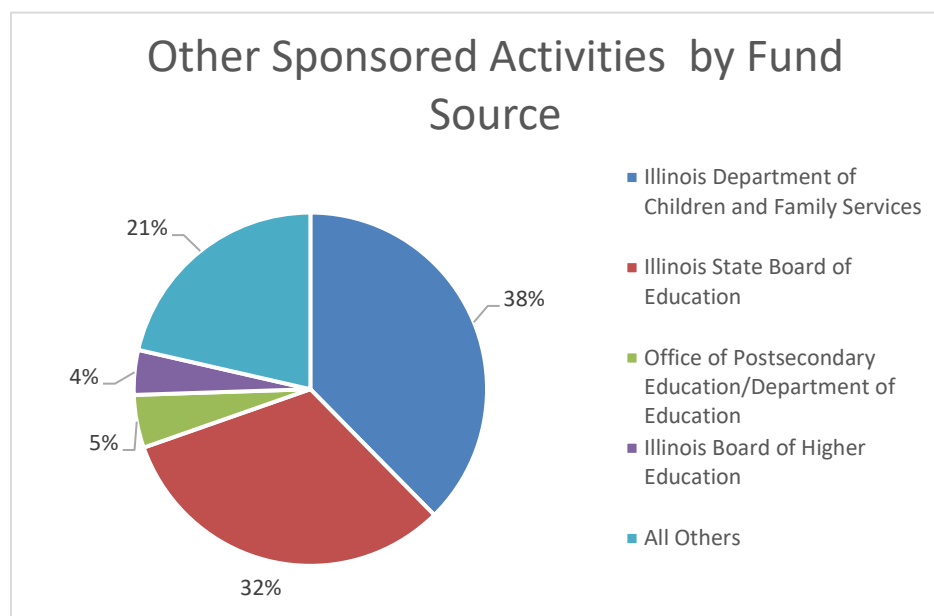


Figure 4
 Note: Other category includes agencies contributing 1%-3% to the total. Amounts based on originating fund source.

As noted earlier in this report, funding through SPA for Other Sponsored Activities (not research or instruction) grew significantly this year. Awards for these programs vary widely in terms and conditions and often take the form of contracts rather than grants or financial assistance. This year, the top funders were Illinois Department of Children and Family Services (38%), Illinois State Board of Education (32%),

Office of Postsecondary Education/Department of Education (5%), and Illinois Board of Higher Education (4%) (Figure 4).

Consistent with NIU’s service programming, the Illinois Department of Children and Family Services provided the most funding issuing contracts for programs in the following departments: Psychology (\$8M), the Center for the Study of Family Violence and Sexual Assault (\$2.6M), Family and Consumer Sciences (\$2.4M), and the Center for Child Welfare and Education (\$1.1M). The Illinois State Board of Education funded over \$12M for a wide range of education related programming in the Division of Outreach, Engagement and Regional Development (Report Cards FY23 and FY24 funding for \$10.9M, Education Systems Center (\$860K), and P-20 Center (\$351K)). The Office of Postsecondary Education/Department of Education awarded funds to the Center for Southeast Asian Studies (\$548K), School of Family and Consumer Sciences (\$757K), and Precollegiate-Upward Bound (\$524K). The Illinois Board of Higher Education awarded six projects including the COVID-19 GEER funding (\$1.1M) to the Provost’s Office to provide emotional learning supports for NIU students impacted by the pandemic including African American, Latinx, low-income, first-generation, working adults, or rural students.

Of final important note is that this category includes \$500K from the Small Business Administration as part of another NIU championed Community Project Funding initiative to establish the Northern Illinois Food and Workforce Development Project through the Office of Outreach, Engagement, and Regional Development. This project will expand the existing network of gardens, offer community-based training in nutrition and healthy cooking, and develop a mutually supportive local foods culture that unites local farms, restaurants, and consumers in a commitment to equity food.

Table 2 presents the relative differences in funding between FY22 and FY23 for each college/division. Notably, the College of Engineering and Engineering Technology experienced the most substantial increase (257%), followed by Other Academic Units (65%), and Outreach, Engagement, and Regional Development (51%).

Table 2

College	Organized Research	Instructional Programs	Other Sponsored Activities	FY23 Totals	FY22 Totals	% Change
College of Business	\$19,500	\$1,718,009	\$0	\$1,737,509	\$2,103,287	-17%
College of Education	\$98,903	\$3,186,635	\$387,489	\$3,673,027	\$5,402,519	-32%
College of Engineering and Engineering Technology	\$4,081,616	\$244,145	\$34,090	\$4,359,851	\$1,219,624	257%
College of Health and Human Sciences	\$479,802	\$687,899	\$3,884,248	\$5,051,949	\$3,412,399	48%
College of Law	\$0	\$0	\$323,969	\$323,969	\$0	---
College of Liberal Arts and Sciences	\$9,271,063	\$1,211,629	\$13,284,251	\$23,766,943	\$20,425,586	16%
College of Visual and Performing Arts	\$0	\$10,611	\$9,500	\$20,111	\$49,881	-60%
Outreach, Engagement and Regional Development	\$157,500	\$42,945	\$16,168,747	\$16,369,192	\$10,867,566	51%
Other Academic Units	\$1,976,370	\$119,341	\$2,216,927	\$4,312,638	\$2,645,578	63%
Other University Units	\$0	\$0	\$1,419,068	\$1,419,068	\$2,504,240	-43%
Total	\$16,084,754	\$7,221,214	\$37,728,290	\$61,034,257	\$48,630,681	26%

Note: Totals include COVID \$3.7M for FY23 and \$6.1M for FY22.

A full listing of all sponsored awards received for this quarter follows.

BIOLOGICAL SCIENCES

Lake County Forest Preserve District for "Blanding's Turtle Reintroduction." Garry Sunter/Callie A Golba.

Award: \$34,741.00.

March 2, 2023 - March 1, 2024. (Organized Research) Applied Research.

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

Friends of Nachusa Grasslands for "Identifying Factors that Influence Bison Health." Pallavi Singh.

Award: \$1,850.20.

July 1, 2023 - June 30, 2024. (Organized Research) Applied Research.

The goal of this study is to assess the intestinal microbial population of the bison and the various

factors that influence it. These factors include seasonal, temperature, and dietary variations which have direct implications on the animal's health.

CENTER FOR GOVERNMENTAL STUDIES

Civic Leadership Academy for "Training Courses." Gregory T Kuhn.

Award: \$3,258.10.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

CENTER FOR SOUTHEAST ASIAN STUDIES

Office of Postsecondary Education/Department of Education for "2022 National Resource Center." Judy L Ledgerwood.

Award: \$256,500.00.

August 15, 2023 - August 14, 2024. (Other Sponsored Activities) Other.

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

CENTER FOR THE STUDY OF FAMILY VIOLENCE AND SEXUAL ASSAULT

Illinois Department of Children and Family Services for "FY23 Domestic Violence Intervention Program." Julie L Crouch.

Award: \$573,251.00.

July 1, 2022 - June 30, 2023. (Other Sponsored Activities) Public Service.

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

Illinois Department of Children and Family Services for "FY23 Congregate Care Assessment Program (CCAP)." Julie L Crouch.

Award: \$1,993,571.00.

July 1, 2022 - June 30, 2023. (Other Sponsored Activities) Public Service.

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

CHEMISTRY AND BIOCHEMISTRY

National Science Foundation/NSF for "Collaborative Research: Characterization of Transport Property and Microstructure of Battery Electrolyte via In Situ Spectroscopy." Tao Li.

Award: \$28,249.00. Cumulative \$298,787.38.

September 15, 2021 - August 31, 2024. (Organized Research) Applied Research.

To develop in situ spectroscopic methods to characterize the transport property and the microscopic structure of battery electrolytes and investigate the correlation between the microstructure and mass transport in operating batteries.

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

Award: \$32,784.81. Cumulative \$121,119.63.

May 16, 2023 - August 15, 2023. (Organized Research) IPA or Joint Appointment.

The purpose of these funds is to support a joint appointment for Dr. Tao Li with Argonne National

Laboratory.

Argonne National Laboratory for "Materials and Interfaces for Fast Charging Li-ion Batteries FY23." Yingwen Cheng.

Award: \$15,001.52.

May 15, 2023 - September 29, 2023. (Organized Research) Basic Research.

This project is to develop fast charging Li-ion batteries. Tasks include synthesis of advanced electrode and electrolyte materials, characterize these materials using electron microscope and spectroscopy tools, and assemble coin cells and punch cells.

CHILD DEVELOPMENT AND FAMILY CENTER

Illinois Network of Child Care Resource & Referral Agencies for "Strengthen and Grow Child Care Grant." Kristin E Schulz.

Award: \$57,293.50.

May 1, 2023 - September 30, 2023. (Other Sponsored Activities) Public Service.

This grant will provide funding to support the Child Development and Family Center.

Community Coordinated Child Care for "Quality Improvement Funds." Kristin E Schulz.

Award: \$6,702.14.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

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

COLLEGE OF BUSINESS

Apollo Program II, Inc. for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

STM for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Chase Bank for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Motorola Solutions for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Zurn Elkay Water Solutions for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Wolters Kluwer for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

University of Illinois Extension for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Danfoss LLC for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Lakeview Precision Machining, Inc. for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Krex, Inc. for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Hines VA Hospital for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

AbbVie Inc. for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Kenco Group for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$7,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Hi-Tech Polymers, Inc. for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Danfoss LLC for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Amazon.com, Inc. for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Conexiom for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Baxter Healthcare Corporation for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

AT&T for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Abbott Laboratories for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

McKesson Corporation for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Chicago Board Options Exchange for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Turner Construction for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Amazon.com, Inc. for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Peoplescout/True Blue for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Centene Corporation for "Chicago MBA." Anthony W Preston/Burim Ramadani.

Award: \$13,800.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

84.51 Stratum for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$7,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

COLLEGE OF ENGINEERING AND ENGINEERING TECHNOLOGY

Milwaukee Tool for "Master Research Services Agreement." Donald R Peterson/Simon

Kudernatsch.

Award: \$13,711.75.

April 16, 2023 - June 15, 2023. (Other Sponsored Activities) Testing/Evaluation.

Master testing agreement with task orders for evaluating vibration reducing gloves and resilient materials in accordance with ISO 10819 international standard.

Milwaukee Tool for "Master Research Services Agreement." Donald R Peterson/Simon Kudernatsch.

Award: \$0.00.

May 10, 2023 - May 10, 2024. (Other Sponsored Activities) Testing/Evaluation.

Master testing agreement with task orders for evaluating vibration reducing gloves and resilient materials in accordance with ISO 10819 international standard.

COLLEGE OF LAW

AccessLex Institute for "Diversity Scholars Program." Melody B Mitchell.

Award: \$142,000.00.

August 1, 2023 - December 31, 2024. (Other Sponsored Activities) Other.

The NIU College of Law Diversity Scholars Program is a pipeline initiative that seeks to increase the number of academically qualified diverse students enrolled in law schools by establishing a pipeline program through formal agreements with colleges.

COMPUTER SCIENCE

Argonne National Laboratory for "Supplemental Request for Bharat Kale Summer 23." Michael E Papka.

Award: \$4,969.15.

June 19, 2023 - August 11, 2023. (Organized Research) Basic Research.

The Subcontractor shall work as a member of the appropriate Argonne Leadership Computing Facility (ALCF) group. The work will be primarily done remotely from the NIU campus during the school year and at Argonne National Laboratory during the breaks.

Office of Naval Research/DoD for "Automated Evolution of the Software Robustness through Patterning Attack-and-defend Semantic, Structural, and Functional Co-Evolution." Mona Rahimi.

Award: \$125,000.00. Cumulative \$320,094.04.

July 1, 2022 - June 30, 2025. (Organized Research) Applied Research.

The goal is to develop automated evolutionary techniques between pairs of software artifacts in response to software's internal changes, as well as malicious and non-malicious external changes of the software's operational environment.

COUNSELING AND HIGHER EDUCATION

National Express, LLC for "Schaumburg MBA." Anthony W Preston/Burim Ramadani.

Award: \$10,200.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

CENTER CHILD WELFARE AND EDUCATION

Illinois Department of Children and Family Services for "FY23 Education Access Project." Yasmina Sefiane.

Award: \$1,117,892.00.

July 1, 2022 - June 30, 2023. (Other Sponsored Activities) Public Service.

The overall purpose of the Educational Access Project (EAP) is to promote academic success and improve opportunities for graduation for youth who are in the care in the Illinois Department of Children and Family Services.

Illinois Department of Children and Family Services for "Permanency Enhancement Project FY 2021." Yasmina Sefiane.

Award: \$52,530.00. Cumulative \$205,530.00.

July 1, 2020 - June 30, 2023. (Other Sponsored Activities) Public Service.

This project is looking to ensure the rights of youth in care around issues of representation, with the PEP Program focused on permanency and disproportionality of African American youth.

CURRICULUM AND INSTRUCTION

Grow Your Own Teachers for "Grow Your Own Rockford." Sally R Blake/Eric R Junco.

Award: \$20,000.00.

May 30, 2023 - June 30, 2023. (Other Sponsored Activities) Other.

The purpose of this planning grant is to develop a collaboration with partners from the Rockford area to develop a pathway for elementary education teacher candidates for schools considered hard-to-staff.

EARTH, ATMOSPHERE AND ENVIRONMENT

University of California, San Diego for "How Will Climate Change Impact Landfalling Atmospheric Rivers?." Allison C Michaelis.

Award: \$67,617.90.

April 17, 2023 - April 30, 2024. (Organized Research) Applied Research.

Atmospheric rivers (ARs) are critical providers of water resources for regions around the world, including the western U.S. Here, we hope to elucidate the role of climate change on the dynamics and impacts associated with U.S. West Coast ARs.

Columbia University for "IODP Expedition 397 Support (Viviane Dos Santos Rocha)." Justin P Dodd.

Award: \$8,278.00.

October 1, 2022 - September 30, 2023. (Organized Research) Applied Research.

This award provides 3 months of salary support for shipboard science party participation (sedimentologist) on IODP Expedition 397: Iberian Margin Paleoclimate aboard the JOIDES Resolution.

Columbia University for "Salary Support for Justin Dodd's Participation on IODP Expedition 395 (Reykjanes Mantle Convection and Climate) Aboard the JOIDES Resolution." Justin P Dodd.

Award: \$42,937.00.

June 1, 2023 - May 31, 2024. (Organized Research) Applied Research.

Research will be conducted as a shipboard scientist on the research vessel JOIDES Resolution of the coast of Iceland.

National Science Foundation/NSF for "Collaborative Research: REU Site: Water Resources and Quality in the Riviera Maya, Mexico." Melissa E Lenczewski.

Award: \$372,594.00.

September 1, 2023 - August 31, 2026. (Organized Research) Research Training.

To provide an international research opportunity for STEM undergraduates interested in water sciences to conduct lab & field research under the supervision of faculty mentors from NIU, Northeastern Illinois University, Southern Illinois University and CICY.

EDUCATION SYSTEMS CENTER

Illinois State Board of Education for "Support for Developing Regional/Local Data Reports & Systems for ECCE." Benjamin Y Boer.

Award: \$175,000.00.

May 17, 2023 - December 30, 2023. (Other Sponsored Activities) Public Service.

Implement state-of-the art Early Childhood Integrated Data System for more accurate local/regional data reports & systems for ECCE. Provide project management and data governance development support.

Illinois State Board of Education for "Support for Developing Early Childhood Educator Workforce Dataset." Benjamin Y Boer.

Award: \$200,000.00.

May 17, 2023 - December 30, 2023. (Other Sponsored Activities) Public Service.

Connect ISBE workforce data (EIS & ELIS) to CloudPak data environment. Create integrated dataset; create project charter and necessary legal agreements. Import data and work with INCCRRA to integrate ISBE educator data and gateways data.

Illinois Department of Human Services for "DEIRJ (Diversity, Equity, Inclusion & Racial Justice) Consultation." Sessy Nyman.

Award: \$583,520.00.

May 8, 2023 - December 31, 2024. (Other Sponsored Activities) Public Service.

Design and implement a process to develop a Diversity, Equity, Inclusion, and Racial Justice Plan for the newly created Division of Early Childhood (DEC) within the Illinois Department of Human Services (IDHS).

ELECTRICAL ENGINEERING

Office of Postsecondary Education/Department of Education for "Advanced Electronics Initiative, DeKalb." Mohammad J Moghimi/Mansour Tahernezehadi/Venumadhav R Korampally.

Award: \$1,500,000.00.

June 1, 2023 - May 31, 2024. (Organized Research) Equipment.

This project updates technology and equipment to transform an existing microchip lab space into a modern engine for workforce development and innovation in microchip research, design, workforce development and small business innovation and prototyping.

ENGINEERING TECHNOLOGY

National Institute of Food and Agriculture/Department of Agriculture for "Pipeline Hydro-Transport of Biomass Feedstock for Biofuel Production Purposes." Mahdi Vaezi.

Award: \$648,581.00.

May 1, 2023 - April 30, 2027. (Organized Research) Applied Research.

Funds are requested to study the feasibility of replacing truck delivery by pipeline hydro-transport in large-scale long-distance transport of forest/agricultural residue biomass to improve the capacity of biofuel and bioenergy facilities.

ENVIRONMENTAL STUDIES

Village of Wilmette for "GHG Emission Inventory Report for Village of Wilmette." Thomas S Skuzinski.

Award: \$16,087.86.

May 1, 2023 - August 31, 2023. (Other Sponsored Activities) Testing/Evaluation.

Conduct and Prepare Greenhouse Gas Emissions Inventory for the Village of Wilmette, Illinois.

FAMILY AND CONSUMER SCIENCES

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

Award: \$2,410,011.00.

July 1, 2022 - June 30, 2025. (Other Sponsored Activities) Public Service.

This project funds the Northern Region Simulation and Learning Center in collaboration with DCFS.

INDUSTRIAL AND SYSTEMS ENGINEERING

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

Award: \$24,000.00.

July 1, 2022 - August 31, 2023. (Organized Research) Applied Research.

The goal is to identify potential measurements for patient handling tasks during the pilot testing of exoskeleton applications.

National Science Foundation/NSF for "ERI: A Dynamic Environment AI-based CAM Framework for High-Degree-of-Freedom Hybrid Manufacturing Processes." Niechen Chen.

Award: \$198,572.96.

August 1, 2023 - July 31, 2025. (Organized Research) Applied Research.

The goal is to advance the understanding of automated High-DOF Manufacturing processes planning by exploring a novel Artificial Intelligence (Reinforcement Learning) -based manufacturing process planning (AIPP) framework considering a dynamic environment.

Werner Co. for "Improving Manufacturing Operations and Developing Automation Solutions." Purushothaman Damodaran/Niechen Chen.

Award: \$38,467.84.

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

The project aims to analyze an assembly line to identify and mitigate bottlenecks. The project also will aim at implementing automation solutions for some of the operations.

Woodward, Inc. for "Lean Six Sigma Training." Purushothaman Damodaran.

Award: \$23,400.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Suncast Corporation for "Senior Design Project." Purushothaman Damodaran.

Award: \$7,500.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

SPX Flow for "Senior Design Project." Purushothaman Damodaran.

Award: \$7,500.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

Werner Co. for "Senior Design Project." Purushothaman Damodaran.

Award: \$7,500.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

DHL for "Dock Management." Purushothaman Damodaran/Christine V Nguyen.

Award: \$99,476.57.

May 15, 2023 - December 31, 2023. (Organized Research) Applied Research.

The project under study is to review current dock management process at DHL's terminals and propose solutions to modernize it.

Motorola Solutions for "Senior Design Project." Purushothaman Damodaran.

Award: \$7,500.00.

July 1, 2022 - June 30, 2023. (Instructional Programs) Instructional Programs.

University of Houston for "Development of Equipment Rental Schedule for Illinois." Ziteng Wang.

Award: \$18,026.00.

August 16, 2022 - June 30, 2023. (Organized Research) Applied Research.

The objective of this study is to develop a user-friendly, web-based equipment rate schedule maintained by IDOT.

MATHEMATICAL SCIENCES

National Science Foundation/NSF for "Design and Analysis of Algorithms for Structured Optimization." Yunier Bello Cruz.

Award: \$161,259.00.

June 15, 2023 - May 31, 2026. (Organized Research) Applied Research.

The interest of the project lies in the analysis and development of advanced tools to investigate algorithms for solving modern structured optimization problems.

MECHANICAL ENGINEERING

Taza Aya for "Toward a More Resilient Domestic Food Infrastructure: Protecting Workers from Communicable Diseases During Meat and Poultry Processing." Eric M Lee.

Award: \$88,058.00.

May 16, 2023 - May 15, 2024. (Organized Research) Applied Research.

This present proposal is aimed at the development of a testing setup for the evaluation of catalysts for the optimization of ozone minimization system in the Direct Air Treatment Module (DATM) of Taza Aya LLC for airborne pathogen inactivation.

National Science Foundation/NSF for "Integration of Multiscale Modeling and Machine Learning for Clot Mechanics." Jifu Tan.

Award: \$199,728.00.

July 1, 2023 - June 30, 2025. (Organized Research) Applied Research.

Funds are requested to investigate clot response under different loading conditions through integration of mesoscale simulations with machine learning.

University of Iowa for "Great Plains Center for Agricultural Health." Ting Xia.

Award: \$29,991.00.

April 1, 2023 - September 29, 2023. (Organized Research) Applied Research.

The proposed study aims to validate an innovative, kinematics-based balance assessment method in examining slips, trips, and falls in agricultural settings.

National Institute for Occupational Safety & Health/CDC/DHHS for "Pilot Testing of Knee Savers in Deep Squatting Tasks." Ting Xia/Simon Kudernatsch.

Award: \$24,000.00.

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

Funds are requested to conduct a preliminary human subject testing ($n \leq 9$) on knee savers during deep knee squatting tasks based on the protocol developed by NIOSH.

NORTHERN PUBLIC RADIO

Corporation for Public Broadcasting for "2023 Community Service Grant." Staci Hoste.

Award: \$260,304.00.

October 1, 2022 - September 30, 2024. (Other Sponsored Activities) Public Service.

NURSING

American Society for Pain Management Nursing for "Pain Hygiene: Pain Management Nurses Views-A Delphi Study." Anitha Saravanan.

Award: \$5,000.00.

May 16, 2023 - May 15, 2024. (Organized Research) Applied Research.

The purpose of the study is to develop the concept of pain hygiene using a Delphi study approach. The views and opinions of pain management nurses on the concept will be studied to help develop a pain hygiene tool for future studies.

P-20 CENTER

Illinois State Board of Education for "FY23 Title I Summer Migrant Education Program." Susana A Das Neves.

Award: \$141,813.72.

April 1, 2023 - March 31, 2024. (Other Sponsored Activities) Public Service.

The Rochelle Migrant Program has service eligible children of migrant/farmworkers for more than 15 years. This program will deliver summer educational, medical, and ancillary services across several counties with funding from ISBE.

PHYSICS

Fermi National Accelerator Laboratory for "Detectors for High-granularity Dual Readout Calorimetry." Corrado Gatto.

Award: \$31,500.00.

April 24, 2023 - December 31, 2025. (Organized Research) Applied Research.

R&D on new technologies for calorimetric detection of radiation in nuclear and particle physics.

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

Award: \$400,000.00. Cumulative \$1,050,000.00.

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

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

Argonne National Laboratory for "Ionic Conductors - GRA Support." Omar H Chmaissem.

Award: \$40,068.00.

May 16, 2023 - May 15, 2024. (Organized Research) Basic Research.

Ionic Conductors - GRA Support.

Argonne National Laboratory for "GRA Support - Emily Frame." Philippe Piot.

Award: \$18,000.28.

May 15, 2023 - September 30, 2023. (Organized Research) Basic Research.

GRA Support - Emily Frame.

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

Award: \$10,011.96. Cumulative \$60,416.96.

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

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

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

Award: \$20,782.44. Cumulative \$91,836.44.

May 16, 2023 - May 15, 2024. (Organized Research) IPA or Joint Appointment.

The purpose of these funds is to support a joint appointment for Dr. Xueying Lu with Argonne National Laboratory.

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

Award: \$67,654.44. Cumulative \$179,214.11.

May 16, 2023 - August 15, 2023. (Organized Research) IPA or Joint Appointment.

The purpose of these funds is to support a joint appointment for Dr. Zhili Xiao with Argonne National Laboratory.

PRECOLLEGIATE-UPWARD BOUND

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

Award: \$586,603.00. Cumulative \$1,150,644.00.

June 1, 2023 - May 31, 2024. (Other Sponsored Activities) Public Service.

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

Office of Postsecondary Education/Department of Education for "Student Support Services Program - Regular." Felicia R Bohanon.

Award: \$261,888.00. Cumulative \$1,047,552.00.

September 1, 2023 - August 31, 2024. (Other Sponsored Activities) Student Service.

This primary purpose of this award is to provide services to low-income, first-generation and/or disabled students to foster flexible and affordable paths to obtaining knowledge and skills in college.

PRESIDENTS OFFICE

Illinois Emergency Management Agency for "FEMA: Emergency Protective Measures: Surveillance Testing (Project 2)." George E Middlemist.

Award: \$1,102,441.61.

September 1, 2020 - June 30, 2022. (Other Sponsored Activities) Other.

Reimbursement for university COVID 19 surveillance testing.

Illinois Emergency Management Agency for "FEMA: Emergency Protective Measures: Alternative Housing (Project 1)." George E Middlemist.

Award: \$157,820.46.

August 21, 2020 - August 20, 2021. (Other Sponsored Activities) Other.

Reimbursement for university COVID-19 required short term alternative housing costs.

PSYCHOLOGY

Baylor College of Medicine for "Leveraging Passive Objective Assessment Methods of Preschooler's Media use to Examine Multiple Paths of Influence on Sleep, Executive Function and Weight Status." David J Bridgett.

Award: \$38,500.00.

September 9, 2022 - August 31, 2023. (Organized Research) Applied Research.

Explores the longitudinal associations of preschoolers' technology and digital medial (TDM) use and Executive Functioning, creating a mechanism linking TDM with young children's weight status.

University of Ottawa for "Parent Engagement in the Learning of Children with ADHD." Julia A Ogg.

Award: \$25,760.02.

May 1, 2023 - August 31, 2023. (Organized Research) Applied Research.

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

Illinois Department of Children and Family Services for "FY23 Integrated Assessment." Laura D Pittman/Matthew E Skarbek.

Award: \$8,046,824.00.

July 1, 2022 - June 30, 2023. (Other Sponsored Activities) Public Service.

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

REPORT CARDS

Illinois State Board of Education for "Illinois Interactive Report Card FY24." Alan D Clemens.

Award: \$2,856,400.00.

July 1, 2023 - June 30, 2024. (Other Sponsored Activities) Public Service.

Creation and posting of data onto the Illinois Report Card website.

SCHOOL OF HEALTH STUDIES

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

Award: \$19,160.00.

July 1, 2022 - June 30, 2023. (Organized Research) Applied Research.

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

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

Award: \$15,883.00.

September 1, 2022 - August 31, 2023. (Other Sponsored Activities) Testing/Evaluation.

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

University of Illinois System for "Developing a Human Resources Tool for Intellectual and Developmental Disability Service Agencies." Jinsook Kim/Jennifer A Gray.

Award: \$25,428.00.

April 13, 2023 - April 12, 2025. (Organized Research) Applied Research.

This project will develop a human resources tool for intellectual and developmental disability service agencies by integrating the perspectives of the service agency managers and direct support professionals who work in the service agencies.

STUDENT AFFAIRS

Illinois Board of Higher Education for "FY23 MHEAC Mental Health Early Action on Campus Act." Clint-Michael Reneau.

Award: \$118,606.00.

January 24, 2023 - June 30, 2023. (Other Sponsored Activities) Student Service.

The goal of this project is to address gaps in mental health services on college campuses across Illinois through training, peer support and community-campus activities.

UNIVERSITY LIBRARIES

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

Award: \$7,700.00.

June 6, 2023 - May 15, 2024. (Other Sponsored Activities) Other.

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

Consortium of Academic and Research Libraries in Illinois for "Teaching Photography: A Curriculum Guide." Larissa K Garcia/Jessica M Labatte.

Award: \$65,457.00.

April 26, 2023 - August 30, 2024. (Other Sponsored Activities) Public Service.

The project is an open educational resource on the pedagogy of college-level photography that focuses on how to scaffold learning and incorporate information and visual literacy instruction in order to foster critical thinking in studio art students.

FACULTY PRESENTATION

Dr. Thomas Skuzinski, Associate Professor, Public Administration in the College of Liberal Arts and Sciences and Director of Institute for the Study of Environment, Sustainability, and Energy will provide a verbal presentation.

FISCAL YEAR 2022 AUDIT AND FINANCIAL RESULTS

Financial Audit Results for the Year Ended June 30, 2022

The university's financial statement audit for the year ended June 30, 2022 was completed and released by the Office of the Auditor General on Thursday, February 16, 2023. The university received an unmodified audit opinion, which is the best possible outcome. Financial audit testing was substantially complete as of December 2022. However, the release of the FY22 financial audit was significantly delayed due to statewide census data testing procedures related to the State University Retirement System (SURS) and other post-employment benefit (OPEB) plans. As a result of this testing, all public universities in Illinois received a repeat audit finding related to internal controls over SURS and Central Management Services (CMS) census data. This finding is noted in the auditor's report on internal control over financial reporting and on compliance and other matters performed in accordance with Government Auditing Standards for the fiscal year ended June 30, 2022. Also included in this report was a finding related to inadequate internal controls over revenue recognition. This was an isolated and immaterial error related to Athletics unearned revenue and this finding is not expected to repeat in the next fiscal year.

Financial Results for the Year Ended June 30, 2022

The university's net position decreased from \$120.8M in FY21 to \$120.7M in FY22, a decrease of \$116K. Net position represents the residual amount of the university's total assets and deferred outflows of resources, less total liabilities and deferred inflows of resources. The university's FY23 net position is expected to decline as a result of an anticipated operating deficit related to decline in net tuition revenue and federal relief grant revenue, and a one-time nonoperating revenue from bond refinancing debt service reserve contribution that will not be available in FY23.

The university's working capital, a measure of the university's ability to meet its short-term obligations, decreased from \$7.4M in FY21 to \$0.54M in FY22. The resulting working capital ratio decreased from 1.12 in FY21 to 1.01 in FY22. The decrease in working capital and the working capital ratio is primarily due to a decrease in cash and investments as a result of the continued impacts of the COVID-19 pandemic on university operations. The university's FY22 working capital ratio of 1.01 fell below the target working capital ratio range of 1.20 to 2.00. The university's FY23 working capital is expected to further decline as a result of the decrease in cash and investments balances related to the final receipt of pandemic relief funds and increase in cash disbursements, and assuming current liabilities remain relatively flat.

The university's long-term debt payable decreased from \$328M in FY21 to \$316.6M in FY22, a decrease of \$11.4M. The decrease of \$11.4M is due to repayment of principal, as a result of debt restructuring that occurred in FY22. Long-term debt is anticipated to decrease \$6.2M in FY23 due to principal repayment.

Overall, the university maintains a relatively sizable scope of operations and very good overall wealth, as noted in Moody's credit opinion issued on May 11, 2023 for its rating upgrade of the university's revenue bonds. Nevertheless, rising expense pressures and a highly challenging student market will continue to constrain operating performance improvement. The university is currently preparing to close its FY23 accounting records and submit Generally Accepted Accounting Principles (GAAP) based financial statements to the Illinois Comptroller's Office by September 15, 2023. The Board will be provided unaudited financial information on the university's FY23 performance at its November 2023 meeting.

FISCAL YEAR 2022 EXTERNAL AUDIT CORRECTIVE ACTION PLANS UPDATE

The university's FY22 Compliance Audit was released on July 6, 2023. As a result of FY22 audit findings, the university's responsible officers developed formal corrective action plans intended to strengthen internal controls and address each audit recommendation as described in the FY22 Examination. There were 16 audit findings, of which 13 were repeated from the prior year. The total number of findings decreased by two compared to the prior year. The average number of findings received for all nine Illinois public institutions was 13. The university's FY22 compliance report contains a full description of each audit finding's condition, associated risk, auditor recommendation, and management response. The FY22 compliance report can be found on the Illinois Auditor General's [website](#).

In August 2022, Management identified the below five corrective actions to be prioritized for full implementation during the fiscal year. All corrective action plans have been implemented for each of these findings, except for the inadequate controls over employee terminations. The finding related to inadequate controls over property and equipment was eliminated and did not repeat during FY22 audit.

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

Management continues to take action to strengthen controls and institute best practices that will eliminate these findings, with a primary focus on issues that may impose real financial risk to the university. The FY22 findings have been categorized into one of three actions being taken to address these findings:

1. **Review and Update Policies and Procedures:** In several instances, the corrective action to correct the condition requires improved alignment between university policies, practices, workflow, and institutional deadlines, as well as determining NIU imposed practices versus state or federal requirements in order to support successful and appropriate corrective action. For these findings, the university will review and update policies and procedures as necessary to implement appropriate corrective action.
2. **Campus-Wide Administrative Efficiency:** Compliance is being enhanced through actions associated with our campus-wide initiative to automate manual processes and leverage electronic solutions to reduce processing time and data entry errors.
3. **Legislative Relief:** There are two audit findings where the university seeks legislative change as the corrective action to the audit finding. The University believes the requirements are not practical and would welcome dialogue on possible solutions. Legislative relief was provided during FY23 for subsidies between accounting entities and will eliminate this finding.

Responsible officers have provided status updates on corrective action steps taken during FY23 to address material audit findings. As noted in the chart below, corrective action plans have been fully implemented or partially implemented where significant progress has been made towards full implementation, and the probability of a repeat finding in FY23. This status update on corrective actions is current as of June 2023.

FY22 FINDINGS AND CORRECTIVE ACTIONS

Finding Number	Description of Finding	Status	Action Category	Responsible Area	Repeat Probability
Finding 2022-001	Inadequate Internal Controls over Census Data (repeated since 2020)	Implemented	1	Human Resources	Low
Finding 2022-002	Inadequate Internal Controls over Revenue Recognition	Implemented	1	Controller	Low
Finding 2022-003	Inadequate Internal Controls over Contracts (repeated since 2012)	Partially Implemented	1, 3	Procurement Services & Contract Management	High
Finding 2022-004	Failure to Submit Proper Time Reporting (repeated since 2005)	Partially Implemented	3	Human Resources	High
Finding 2022-005	Lack of Annual Performance Reviews (repeated since 2018)	Partially Implemented	1	Human Resources	High
Finding 2022-006	Inadequate Controls Over I-9 Forms (repeated since 2018)	Partially Implemented	2	Human Resources	High
Finding 2022-007	Inadequate Controls over Employee Terminations (repeated since 2019)	Partially Implemented	2	Human Resources	High
Finding 2022-008	Subsidies between Accounting Entities (repeated since 2018)	Implemented	3 (relief granted during FY23)	Controller	Low
Finding 2022-009	Noncompliance with the Illinois Articulation Initiative Act (repeated since 2020)	Implemented	1, 3	Registration & Records	Low
Finding 2022-010	Lack of Annual Employee Trainings (repeated since 2020)	Implemented	2	Human Resources	Medium
Finding 2022-011	Untimely Reporting of Auto Accidents (repeated since 2021)	Implemented	1	Material Management	Medium
Finding 2022-012	Inadequate controls over Procurement Card Use (repeated since 2021)	Implemented	2	Procurement Services & Contract Management	Low
Finding 2022-013	Lack of Adequate Controls Over the Review of Internal Controls over External Service Providers (repeated since 2020)	Partially Implemented	1	Controller/Division of Information Technology	Medium
Finding 2022-014	Inadequate controls over Terminated Employee User Accounts (repeated since 2021)	Partially Implemented	2	Division of Information Technology	High
Finding 2022-015	Weaknesses in Cybersecurity Programs and Practices	Implemented	2	Division of Information Technology	Low
Finding 2022-016	Disaster Recovery Planning Weaknesses	Implemented	2	Division of Information Technology	Low

Barriers that limit full implementation include navigating the great resignation post pandemic, limited financial and staff resources, staff turnover, increased workloads, limited information technology functionality, and competing priorities. In addition, the FY22 compliance examination report was not final until July 6, 2023 which eliminated the lead time available to implement all corrective actions by June 30, 2023.

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

and adhere to the highest legal, professional, and ethical standards.

Prior Year Findings Not Repeated

- 1. Noncompliance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act:** During the current year examination, the auditors noted the University complied with the Act. Similar exceptions were not noted during their current year sample testing.

Honorable Mention:

In addition to eliminating this finding, NIU's Director of Procurement Services and Contract Management, Dr. Antoinette Bridges, received an Illinois Public Higher Education Cooperative's Commitment to Diversity Award on July 13, 2023 for her commitment to supplier diversity and her leadership in driving NIU's success in the largest percentage growth compared to all other Illinois public higher education institutions. NIU's BEP spend increased from \$2.6M, a 6.2% achievement of dollars subject to goal in FY21, to \$6.8M, an 18.4% achievement of dollars subject to goal in FY22, an overall growth of 162%.

- 2. Enrollment Status Reporting:** During the current audit, the auditors noted the University strengthened its controls over enrollment status reporting to the National Loan Student Data System (NLSDS). Similar exceptions were not noted during their current year sample testing.
- 3. Information Technology Risk Assessment Not Performed:** During the current audit, the auditors noted the University performed and documented the required information technology risk assessments required under the Gramm-Leach-Bliley Act. Similar exceptions were not noted during their current year testing.
- 4. Higher Education Emergency Relief Fund (HEERF) Reporting:** During the current audit, the auditors noted the University improved controls related to HEERF reporting requirements. Similar exceptions were not noted during their current year testing.
- 5. Inadequate Controls over Property and Equipment:** During the current year examination, the auditors noted the University improved controls related to property and equipment. Similar exceptions were not noted during their current year sample testing.

ANNUAL REPORT OF CASH AND INVESTMENTS FOR PERIOD ENDING JUNE 30, 2023

In accordance with the University's Investment and Cash Management policy, this report on cash and investments is submitted at the end of each calendar quarter to the Board of Trustees. This report is required by *Board of Trustees Regulations (Section V, Subsection D)*. The following schedules are included:

- Report of Depositories as of June 30, 2023
- Cash and Investment Holdings Summary as of June 30, 2023
- Investment Earnings for the quarter ended June 30, 2023

The Investment Committee is responsible for monitoring compliance with the University's Investment and Cash Management Policy. The investment goals, as stated in the policy, are to insure the preservation of principal and maintain compliance with applicable state laws, rules, regulations, debt covenants and *Board of Trustees Regulations* while meeting cash flow needs and earning a yield acceptable to conservative investment managers.

The *Report of Depositories* is submitted annually, along with a hyperlink to the University's [Investment and Cash Management Policy](#) and reflects all funds deposited in banks authorized by the Board of Trustees to serve as depositories. The depository summarizes deposits and withdrawals in each bank account during the fiscal year. The ending balances reflect bank statement amounts and may differ from university financial records due to reconciling items. The *Report of Depositories* does not include the fixed income investment portfolio that contains \$25M in Agency and Treasury notes.

The *Cash and Investment Holdings Summary* at June 30, 2023 shows NIU's total holdings at just over \$127M. Of the total holdings balance, approximately \$65M is available for daily operations providing approximately 60 days cash on hand. This operating cash balance is sufficient to meet the University's current obligations for approximately two months based on the historical burn rate of \$1.2M per day. The remaining balance is restricted per collateralization requirements and contractual obligations. The total holdings balance is down \$15M from the balance at June 30, 2022. This decrease was anticipated and is primarily a result of increases in cash disbursements while cash receipts have held relatively flat.

The *Investment Earnings* report shows income of \$1.8M and an overall annualized rate of return of 4.96% for the fourth quarter. This represents an increase in interest earned of approximately \$1.5M when compared to the same quarter of FY22. The increase in interest earned is primarily due to increasing market investment yields. Operating funds are primarily invested in interest-bearing savings accounts, money markets, and fixed-income securities to balance liquidity needs with investment earnings.

Recent indicators of economic activity continue to show modest growth, while job gains continue to be strong, and the unemployment rate remains low. Inflation still remains elevated, well above the 2% goal set by the Federal Open Market Committee (FOMC). The Federal Open Market Committee decided to maintain the target range for the fed funds rate at 5% to 5.25% at its most recent meeting, which allows the FOMC to assess other information and the implications of the monetary policy. The FOMC meets again July 25 - 26, 2023 and may determine additional rate increases are warranted. Management is continuously monitoring market changes that will affect

the university's cash management and investment goals. Management is committed to the fiscal sustainability of NIU and is reviewing all available options for strengthening the university's cash position within the limitation of the Illinois Public Funds Investment Act.

Northern Illinois University
REPORT OF DEPOSITORIES
For the Year Ended June 30, 2023

	Beginning Balance 7/1/2022	Deposits*	Withdrawals*	Ending Balance 6/30/2023**
Amalgamated Bank				
Series 2010 Build America Bonds	\$ 14,653	\$ 62	\$ 14,715	\$ -
Series 2014 Certificates of Participation	2	1,502,982	1,502,975	9
Series 2020A Revenue Bonds	-	1,131,959	1,131,959	-
Series 2020B Revenue Bonds	-	6,852,600	6,852,600	-
Series 2021 Revenue Bonds	-	4,235,950	4,235,950	-
	<u>\$ 14,655</u>	<u>\$ 13,723,553</u>	<u>\$ 13,738,199</u>	<u>\$ 9</u>
First National Bank				
Investment	\$ 834,601	\$ 93,868,826	\$ 94,558,200	\$ 145,227
Contributory Trust	9,838,590	337,708	337,298	9,839,000
	<u>\$ 10,673,191</u>	<u>\$ 94,206,534</u>	<u>\$ 94,895,498</u>	<u>\$ 9,984,227</u>
Old National Bank***				
Credit Card Account	\$ 50,000	\$ 66,661,351	\$ 66,661,351	\$ 50,000
Deposit Account	496,713	116,211,872	116,404,225	304,360
Disbursement Account	50,000	55,182,560	55,182,560	50,000
Investment Account	51,866,594	383,294,101	394,118,342	41,042,353
Payment Account	50,000	419,116,266	419,116,266	50,000
Payroll Account	66,878	169,700,057	169,688,380	78,555
Escrow Account	-	1,217,509	-	1,217,509
	<u>\$ 52,580,185</u>	<u>\$ 1,211,383,716</u>	<u>\$ 1,221,171,124</u>	<u>\$ 42,792,777</u>
JP Morgan Chase Bank				
CD	\$ 1,515,306	\$ 40,677	\$ 555,000	\$ 1,000,983
Illinois National Bank				
NIU Operations- IL Funds	\$ 5,000	\$ 1,158,458	\$ 1,158,458	\$ 5,000
US Bancorp Fund Services				
NIU Operations- IL Funds	\$ 37,326,493	\$ 91,395,067	\$ 80,000,100	\$ 48,721,460
Total For All Banks	<u><u>\$ 102,114,830</u></u>	<u><u>\$ 1,411,908,005</u></u>	<u><u>\$ 1,411,518,379</u></u>	<u><u>\$ 102,504,456</u></u>

* Deposits and Withdrawals include interaccount transfers.

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

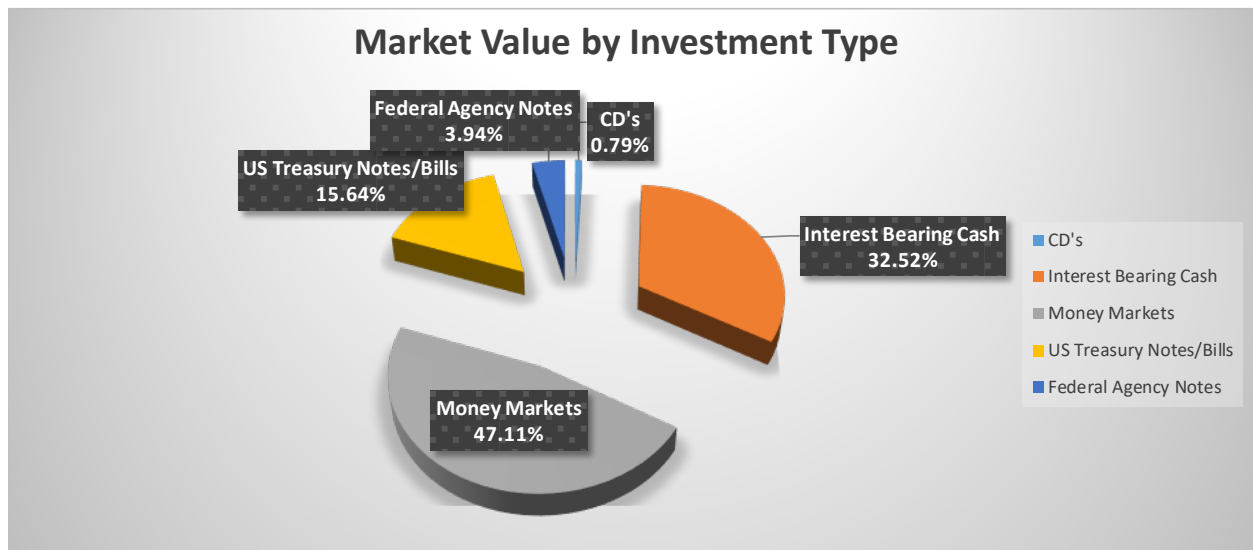
*** First Midwest Bank became Old National Bank effective July 11, 2022 due to all-stock merger of equals.

NORTHERN ILLINOIS UNIVERSITY
CASH and INVESTMENT HOLDINGS SUMMARY

June 30, 2023

For Fiscal Year 2023

Investment Type	Purch Price/ Ending Bal *	Book Value **	Market Value ***
CD's:			
Local Funds	\$ 1,000,983	\$ 1,000,983	\$ 1,000,983
Federal Agency Notes:			
Local Funds	\$ 4,880,649	\$ 4,995,484	\$ 4,993,294
Interest Bearing Cash Accounts:			
Local Funds	\$ 41,266,144	\$ 41,266,144	\$ 41,266,144
Money Markets:			
Contributory Trust	\$ 9,839,000	\$ 9,839,000	\$ 9,839,000
Escrow Account	1,217,509	1,217,509	1,217,509
Local Funds	48,721,460	48,721,460	48,721,460
	\$ 59,777,969	\$ 59,777,969	\$ 59,777,969
US Treasury Notes/Bills:			
Local Funds	\$ 19,603,873	\$ 19,867,843	\$ 19,849,761
TOTAL INVESTMENT HOLDINGS	\$ 126,529,618	\$ 126,908,423	\$ 126,888,151
Non-interest Bearing Cash	\$ 528,290	\$ 528,290	\$ 528,290
TOTAL CASH & INVESTMENT HOLDINGS FOR 6/30/2023	\$ 127,057,908	\$ 127,436,713	\$ 127,416,441
TOTAL REPORTED FOR 6/30/2022	\$ 142,011,746	\$ 142,013,688	\$ 141,951,557



* Amounts per Bank and Investment Statements

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

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

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

NORTHERN ILLINOIS UNIVERSITY
INVESTMENT EARNINGS
For Fiscal Year 2023
April 1, 2023 - June 30, 2023

	June 30 Ending Balance	Qtr 4 Average Daily Balance	Percent of Portfolio	Qtr 4 Income Earned	Annualized Rates of Return			
					FY2023			
					4th Qtr	3rd Qtr	2nd Qtr	1st Qtr
Short-Term Investment Accounts								
Illinois Funds	\$ 48,721,460	\$ 50,211,999	34.11%	\$ 630,965	5.040%	4.485%	3.491%	2.114%
Investment Accounts - Financial Institutions	\$ 41,266,144	\$ 46,260,126	31.42%	\$ 579,271	5.023%	4.715%	3.406%	2.023%
Contributory Trust	\$ 9,839,000	\$ 9,838,748	6.68%	\$ 120,338	4.906%	4.393%	3.526%	2.020%
Escrow Account	\$ 1,217,509	\$ 1,212,676	0.82%	\$ 14,131	4.674%	4.177%	3.217%	0.000%
Investment Accounts - Project Funds	\$ -	\$ -	0.00%	\$ -	0.000%	0.000%	0.000%	1.408%
CD's	\$ 1,000,983	\$ 1,399,181	0.95%	\$ 14,554	4.172%	3.857%	2.763%	1.206%
ST Investment Accounts Total	\$ 102,045,096	\$ 108,922,730	73.98%	\$ 1,359,259	5.005%	4.573%	3.444%	2.049%
Fixed Income Securities								
Local Funds	\$ 24,484,522	\$ 38,303,574	26.02%	\$ 460,197	4.819%	4.141%	2.770%	2.102%
Fixed Income Securities Total	\$ 24,484,522	\$ 38,303,574	26.02%	\$ 460,197	4.819%	4.141%	2.770%	2.102%
Non-interest Bearing Cash	\$ 528,290	-	-	-				
COMBINED TOTAL	\$ 127,057,908	\$ 147,226,304	100.00%	\$ 1,819,456	4.96%	4.43%	3.25%	2.07%

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

SEMI-ANNUAL PROGRESS REPORT OF ACTIVE CAPITAL PROJECTS UPDATE AND PRESENTATION

John Heckmann, Associate Vice President for Facilities Management and Campus Services, Division of Administration & Finance, will provide an update on significant capital projects underway on the campus followed by an update on the Health Technology Center.

This report is provided as required by *Board of Trustees Regulations (Section VI. Subsection B.6.a)*. All projects listed herein have received the needed approvals and are currently in process. The Authorization Date is identified for all NIU funded projects; the fiscal year is identified for all Capital Development Board (CDB) funded projects. Status reports are provided on any project, regardless of initiation date, until all work has been completed.

A. CAPITAL DEVELOPMENT BOARD PROJECTS

I. Projects in the Planning Phase

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

Total Project Budget: \$7,212,000

Funding Sources: Capital Renewal State Appropriation

Authorization Date: Pending

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

II. Projects in the Design Phase

1. Music Building & Gabel Hall Roof Repairs

Total Project Budget: \$4,224,000

Funding Sources: Capital Renewal State Appropriation

Authorization Date: April 2022

Status: In April 2022, Capital Development Board (CDB) was notified of pending release of funding to proceed with this project. CDB is currently finalizing a contract for the design consultant. Design work is expected to begin this fall, with bidding and construction in 2024.

2. Northern Illinois Center for Community Sustainability (NICCS)

Total Project Budget: \$20,000,000 (\$15,000,000 construction and \$5,000,000 equipment)

Funding Sources: Grant Funds & Institutional Local Funds

Authorization Date: December 2018

Status: In March 2022, CDB was notified of pending release of funding to proceed with this project. A consultant firm has been selected by CDB to prepare bridging documents for a design-build solicitation. Planning work to begin this fall, with a design-build solicitation anticipated for spring/summer 2024 and construction likely beginning by fall 2024.

3. New Construction Health Technology Center (HTC) Building

Total Project Budget: \$77,000,000

Funding Sources: FY20 State Appropriation

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

Status: In summer of 2021, a design firm was selected with a contract award in April 2022. Programming of the building began in late spring of 2022 and was completed in spring of 2023. It is anticipated that design work will begin late summer/fall of 2023 with construction possibly beginning in 2025.

4. Swen Parson Roof Replacement & Masonry Repairs

Total Project Budget: \$5,685,200

Funding Sources: FY21 Capital Renewal State Appropriation

Authorization Date: April 2021

Status: Design began in January 2022 and is projected to be issued for bidding in September 2023 with construction anticipated to take place spring/summer of 2024.

III. Projects in the Construction Phase

1. DeKalb Campus Repair Steam Tunnel Distribution

Total Project Budget: \$5,097,000

Funding Sources: FY19 State Appropriated and FY21 Capital Renewal State Appropriation

Authorization Date: September 2018

Status: The construction contract was awarded February 2023, and work is scheduled to be completed this fall.

2. Visual Arts Building Structural Repairs & Exterior Building Improvements

Total Project Budget: \$4,936,600

Funding Sources: FY21 Capital Renewal State Appropriation

Authorization Date: April 2021

Status: Construction began spring of 2023 and is scheduled to be completed fall 2023.

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

Total Project Budget: \$20,581,130

Funding Sources: Institutional Funds, FY19 State Appropriation, FY21 Capital Renewal State Appropriation, & FY23 State Appropriation

Authorization Date: August 2017

Status: Following a failed initial solicitation effort, a design-build team was selected in December 2021 and a contract was awarded July 2023. Construction schedule and IEPA permit is currently being updated and work on site is anticipated this fall.

4. Stevens Building Addition & Renovation

Total Project Budget: \$37,300,135

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

Authorization Date: February 2010

Status: Construction work was completed and building reoccupied in May 2018. Building HVAC refinements were completed in 2020. The remaining item is a delayed State of Illinois commissioned artwork. Once artwork is installed, the project will be closed.

B. NORTHERN ILLINOIS UNIVERSITY PROJECTS

I. Projects in the Planning Phase

1. DeKalb Campus Summer 2023 Roof Repairs

Total Project Budget: \$1,000,000 – \$2,000,000

Funding Source: Institutional Funds

Authorization Date: Pending

Status: Scope will include roof replacement and repairs at various buildings across campus. Prioritization of work currently in process. Work is planned to be completed summer of 2024.

2. DeKalb Campus FY24 Elevator Upgrades

Total Project Budget: \$200,000

Funding Source: Institutional Funds

Authorization Date: Pending

Status: Scope of work currently being developed.

3. DeKalb Campus Carbon Neutrality Assessment

Total Project Budget: \$150,000

Funding Source: Institutional Funds

Authorization Date: Pending

Status: Scope of work currently being developed.

4. McMurry Hall Exterior Envelope Repairs

Total Project Budget: \$200,000

Funding Source: Institutional Funds

Authorization Date: Pending

Status: Scope will include exterior masonry and drainage system repairs and some interior repairs to arrest water infiltration and associated interior repairs.

5. Holmes Student Center Space Assessment & Design Options

Total Project Budget: \$115,000

Funding Source: Institutional Funds

Authorization Date: December 2022

Status: Design consultant began work in February 2023. After meetings with HSC staff, design options and cost estimates were developed and are currently under review for future prioritization of possible projects. This will be the last report for this project.

6. Neptune, Stevenson & Grant Space Assessment & Design Options

Total Project Budget: \$160,000

Funding Source: Institutional Funds

Authorization Date: January 2023

Status: Design consultant began work in March 2023. After meetings with Housing staff, design options and cost estimates are currently in development. Work is anticipated to be completed by September 2023.

7. Standalone Boilers Assessment

Total Project Budget: \$195,200

Funding Source: Institutional Funds

Authorization Date: December 2021

Status: Some additional sustainability related options are being considered for Rockford campus and Broadcast building boilers. Finalized assessment will support future repair/replacement planning starting to be developed.

8. Standalone Boiler Replacements

Total Project Budget: \$590,000

Funding Source: Institutional Funds

Authorization Date: Pending

Status: Developing scopes and estimates for existing boilers at Rockford campus and Broadcast building. Currently evaluating if alternative/sustainable options are feasible rather than one for one replacement. Scope yet to be finalized.

9. Relocation of Human Resource Services Offices

Total Project Budget: \$750,000

Funding Source: Institutional Funds

Authorization Date: February 2022

Status: Originally planned relocation to Neptune North until surge in demand for campus housing drove reconsideration. Other central campus locations are being evaluated.

10. DeKalb Campus Ponds/Lagoons Restoration Assessment

Total Project Budget: \$150,000

Funding Source: Institutional Funds

Authorization Date: November 2022

Status: The project is approximately 75% complete. The Consultant has gathered the necessary information to develop options for restoring the campus ponds. The assessment report is in development and anticipated to be finalized by early fall.

11. DeKalb Campus Master Planning Framework

Total Project Budget: \$155,000

Funding Source: Institutional Funds

Authorization Date: March 2023

Status: Consultant team was hired in April 2023. Meetings with campus stakeholders were held over the spring semester with further meetings planned for summer and fall with final deliverables anticipated later in the fall.

12. DeKalb Campus Facilities Condition & Needs Assessment Phase I

Total Project Budget: \$200,000

Funding Source: Institutional Funds

Authorization Date: May 2022

Status: After consultant award in June 2022, facility walk-throughs were completed over the summer. Finalized reports were received February 2023. Final payments have been made; this is the last report for this project.

II. Projects in the Design Phase

1. Huskie Stadium West Stands Exterior Maintenance Repairs Phase II

Total Project Budget: \$240,000

Funding Source: Institutional Funds

Authorization Date: Pending

Status: Scope of work is currently being finalized for a continuation of prioritized repairs. Work is intended to be completed fall 2023 through early summer 2024.

2. DeKalb Campus Summer 2023 Parking Lot Repairs

Total Project Budget: \$175,000

Funding Source: Institutional Funds

Authorization Date: Pending

Status: Contractor pricing being finalized. Anticipate work to be completed late summer/early fall.

3. Lorado Taft Campus Wastewater Treatment Plant Replacement

Total Project Budget: \$3,500,000
Funding Source: Institutional Funds (& IEPA Loan)
Authorization Date: December 2022

Status: Following Board approval, IBHE approval was received in June of 2023. The Consultant's design team is currently in the process of finalizing scope along with permitting preparations. Construction scheduling is yet to be determined.

III. Projects in the Construction Phase

1. Stevenson Hall FY24 Rotation Painting

Total Project Budget: \$249,000
Funding Source: Institutional Funds
Authorization Date: June 2023

Status: Work has begun and will continue through the fiscal year.

2. Northern View Complex Building #3 Exterior Repairs

Total Project Budget: \$105,000
Funding Source: Institutional Funds
Authorization Date: June 2023

Status: Work began in July and is substantially complete. Final payments will begin processing. This is the last report for this project.

3. Patterson Hall East Fire Sprinkler System Piping Replacement

Total Project Budget: \$1,650,000
Funding Source: Institutional Funds
Authorization Date: May 2023

Status: Initial scope for replacing piping in a zone on the 4th floor was completed July 2023. Piping will continue to be replaced in other areas during future break periods. Information from material testing will be used to target areas with the most risk.

4. Stevenson Hall Complex Washroom faucet replacements

Total Project Budget: \$650,000
Funding Source: Institutional Funds
Authorization Date: May 2023

Status: Work is currently in process and anticipated to be completed prior to the beginning of the fall semester.

5. Stevenson Hall Complex Tower Elevator Upgrades

Total Project Budget: \$560,000
Funding Source: Institutional Funds
Authorization Date: May 2023

Status: Work in process and anticipated to be completed by end of calendar year 2023.

6. Barsema Hall Renovate for HAVI Center for Analytics & Technology

Total Project Budget: \$800,000
Funding Source: Foundation/Donation Funds
Authorization Date: May 2023

Status: Finalized construction documents are currently in process. Following contractor pricing, construction is anticipated to begin fall/winter 2023/2024.

7. Naperville Campus 2023 Parking Lot Repairs

Total Project Budget: \$156,000

Funding Source: Institutional Funds
Authorization Date: April 2023
Status: Work was completed in June and final payments have been made. This is the last report for this project.

8. Stevenson & Grant Complexes Building Envelope Repairs Phase II

Total Project Budget: \$3,200,000
Funding Source: Institutional Funds
Authorization Date: April 2023
Status: Contractor mobilized on site in July 2023. Work is expected to continue on all eight towers through the summer of 2024.

9. Rockford Campus First Floor Flooring Replacement

Total Project Budget: \$171,465
Funding Source: Institutional Funds
Authorization Date: April 2023
Status: Work began in May of 2023 and is substantially complete. Final payments will begin processing. This is the final report for this project.

10. Stevenson Tower A Penthouse Apartment Remodel

Total Project Budget: \$124,400
Funding Source: Institutional Funds
Authorization Date: April 2023
Status: Construction began in May 2023 and is substantially complete. Final payments will begin processing. This is the last report of this project.

11. Holmes Student Center Building Envelope Repairs Phase 1

Total Project Budget: \$1,700,000
Funding Source: Institutional Funds
Authorization Date: April 2023
Status: Design consultant is currently finalizing repair scope. On-site destructive investigation to take place in early August with repair work intended to begin fall 2023 and continue through summer/fall 2024.

12. DeKalb Campus Recreation Drive Roadway Repairs

Total Project Budget: \$400,000
Funding Source: Institutional Funds
Authorization Date: April 2023
Status: Bidding was completed in June and work is scheduled to begin in early August and intended to be completed prior to the beginning of the fall semester.

13. Neptune East Student Rooms Door Replacements

Total Project Budget: \$233,100
Funding Source: Institutional Funds
Authorization Date: March 2023
Status: Work in process, anticipated to be completed prior to fall move-in.

14. West Campus 2023 Boiler Repairs

Total Project Budget: \$110,600
Funding Source: Institutional Funds
Authorization Date: March 2023

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

15. Patterson Hall West Nexus Valve Replacements

Total Project Budget: \$210,850

Funding Source: Institutional Funds

Authorization Date: March 2023

Status: Work is substantially complete and final payments will be processed in the coming weeks. This will be the last report for this project.

16. Holmes Student Center Hot Water Converter Abatement & Replacement

Total Project Budget: \$145,750

Funding Source: Institutional Funds

Authorization Date: January 2023

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

17. Patterson Hall East 2nd Floor North Fire Sprinkler Break

Total Project Budget: \$249,000

Funding Source: Institutional Funds & Insurance Reimbursement

Authorization Date: December 2022

Status: Building repairs are complete and IT infrastructure repairs pending equipment delivery. Insurance reimbursement for amount over deductible to follow.

18. Patterson Hall East 3rd Floor North Fire Sprinkler Break

Total Project Budget: \$249,000

Funding Source: Institutional Funds & Insurance Reimbursement

Authorization Date: December 2022

Status: Building repairs are complete. Awaiting insurance reimbursement for amount over deductible. This will be the last report for this project.

19. DeKalb Campus December 2022 Extreme Cold Event Repairs

Total Project Budget: \$249,000

Funding Source: Institutional Funds & Insurance Reimbursement

Authorization Date: December 2022

Status: Work is substantially complete and final payments will be processed in the coming weeks. This will be the final report for this project.

20. Cole Hall Humidification Improvements Phase 2

Total Project Budget: \$110,500

Funding Source: Institutional Funds

Authorization Date: December 2022

Status: Work is substantially complete and final payments will be in process. This will be the last report for this project.

21. Recreation Center Changing Room Remodel

Total Project Budget: \$1,370,000

Funding Source: Institutional Funds

Authorization Date: December 2022

Status: First phase of renovation amounting to ~\$780,000 to start November 2023.

22. East Campus Winter Repairs 2022/2023 Chillers

Total Project Budget: \$242,550

Funding Source: Institutional Funds
Authorization Date: December 2022
Status: Work has been completed and final payments are in process. This will be the last report for this project.

23. West Campus Winter Repairs 2022/2023 Chillers

Total Project Budget: \$226,900
Funding Source: Institutional Funds
Authorization Date: December 2022
Status: Work has been completed and final payments are in process. This will be the last report for this project.

24. Yordon Center Northwestern Medicine Performance Center Flooring Replacement

Total Project Budget: \$465,000
Funding Source: Foundation/Donation Funds
Authorization Date: December 2022
Status: Work began in May and is substantially complete. Final payments will begin processing. This will be the last report for this project.

25. DeKalb Campus Summer 2023 Roof Repairs

Total Project Budget: \$3,500,000
Funding Source: Institutional Funds
Authorization Date: December 2022
Status: Repair work on Faraday Hall is substantially complete. Neptune East roof work is anticipated to be completed in August. Roofs for Montgomery greenhouse, Williston, and Grant Towers A & B will continue through fall 2023.

26. DeKalb Campus 2022 Elevator Repairs

Total Project Budget: \$171,850
Funding Source: Institutional Funds
Authorization Date: December 2022
Status: Project is currently 80% complete. All equipment is in hand and work is in process. Anticipated to be completed this fall.

27. DeKalb Campus Soccer and Baseball Fields Artificial Turf Installation

Total Project Budget: \$1.455M
Funding Source: Institutional Funds & Foundation/Donation Funds
Authorization Date: November 2022
Status: Soccer field scope was completed prior to fall 2022 season as planned. Baseball field scope was completed and ready for spring 2023 season. Final payments have been made and the project is closed. This is the final report for this project.

28. Chilled Water Plant Chiller #2 VFD Replacement and Overhaul

Total Project Budget: \$420,000
Funding Source: Institutional Funds & Appropriated Income Funds
Authorization Date: November 2022
Status: Work is 65% complete, waiting for remanufactured parts to arrive, completion anticipated fall of 2023.

29. Wellness & Literacy Center Remodel for School of Nursing Relocation

Total Project Budget: \$950,000
Funding Source: Institutional Funds

Authorization Date: November 2022

Status: Work is substantially complete. School of Nursing staff have been relocated in July and final preparations are being made to be ready for fall semester academic operations at the Wellness & Literacy Center. This is the final report for this project.

30. Patterson Hall Complex FY23 Rotation Painting

Total Project Budget: \$190,000

Funding Source: Institutional Funds

Authorization Date: June 2022

Status: Work was completed in FY23, final payments have been made and the project is closed. This is the final report for this project.

31. Swen Parson UPS Replacement

Total Project Budget: \$124,400

Funding Source: Institutional Funds

Authorization Date: May 2022

Status: Work was completed in FY23, final payments have been made and the project is closed. This is the final report for this project.

32. East Plant Summer Repairs 2022

Total Project Budget: \$195,350

Funding Source: Institutional Funds

Authorization date: May 2022

Status: Work was completed in FY23, final payments have been made and the project is closed. This is the final report for this project.

33. Psychology/Computer Science Building Rooms 51, 53, 56 Remodel to Research Labs

Total Project Budget: \$220,800

Funding Source: Institutional Funds

Authorization Date: May 2022

Status: Original scope of work was substantially complete by January 2023. Some minor additional work was completed in July 2023. This will be the last report for this project.

34. Patterson Hall East Nexus Valve Replacements

Total Project Budget: \$235,000

Funding Source: Institutional Funds

Authorization Date: May 2022

Status: Work is complete and final payments have been made. This will be the last report for this project.

35. DeKalb Campus Utility Submetering Pilot Installation

Total Project Budget: \$246,150

Funding Source: Institutional Funds

Authorization Date: December 2021

Status: Design was completed in October 2022 with bidding in spring 2023. Scope adjustments were made due to higher pricing received and installation work is anticipated to be completed spring 2024.

36. Huskie Stadium Summer 2022 West Stands Exterior Maintenance Repairs

Total Project Budget: \$238,250

Funding Source: Institutional Funds

Authorization Date: October 2021

Status: Work was completed by spring of 2023. Final payments are complete. This is the last report for this project.

37. Dorland Building Freezer Condenser/Evaporator Replacement Phase II

Total Project Budget: \$164,500

Funding Sources: Institutional Funds

Authorization Date: August 2021

Status: Delivery of the replacement equipment was delayed due to supply chain issues. Installation is approximately 50% complete and is anticipated to be completed by winter 2023.

38. Holmes Student Center Tower Elevator Controls Upgrade

Total Project Budget: \$1,500,000

Funding Source: Institutional Funds

Authorization Date: December 2019

Status: Work is in progress and anticipated to be completed by Spring 2024.

**ANNUAL SUMMARY REPORT ON OBLIGATIONS OF FINANCIAL
RESOURCES FOR YEAR ENDED JUNE 30, 2023**

Category	Number of Transactions	Percentage	Dollar Volume	Percentage
\$0 to \$25,000 ³	1981	74.84	\$ 15,985,711	17.26
\$25,001 to \$100,000 ¹	463	17.49	20,284,639	21.91
\$100,001 to \$250,000 ⁴	114	4.31	12,201,467	13.18
\$250,001 to \$500,000 ⁵	44	1.66	11,697,274	12.63
Over \$500,000 ³	45	1.70	32,433,533	35.02
TOTAL	2,647	100%	\$92,602,624	100%

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

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

Transactions above do not include purchase card obligations. This report is as of July 25, 2023, and is subject to changes due to fiscal year-end close out.

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

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

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

**QUARTERLY SUMMARY REPORT OF TRANSACTIONS IN EXCESS OF
\$100,000 FOR THE PERIOD APRIL 1, 2023 TO JUNE 30, 2023**

In accordance with *Board of Trustees Regulations (Section V, Subsection B.5)*, this report of all obligations of financial resources greater than \$100,000 but less than \$250,000 is submitted at the end of each calendar quarter to the Board of Trustees. Transactions included in this quarterly report reflect the maximum approved amount that orders may not exceed and does not include commercial card obligations. Following is a summary of the number of transactions, fund source, and total dollar amount, and transaction details for obligations incurred during the quarter ended June 30, 2023.

Purchase Amount	No. of Transactions	Appropriated*	Non-Appropriated	Total
Over \$100,000	27	\$635,301	\$3,488,548	\$4,123,849

TRANSACTIONS DETAIL:

Purchases:

1. The Division of Information Technology requested permission to replace the network switches in the basement of Patterson Hall that were corroded due to water damage on October 26, 2022. (CDWG, Vernon Hills, IL) 121,428
2. Athletics requested permission to issue an FY23 open order for basketball officials during home games for the period July 1, 2022 through June 30, 2023. (Mid-American Conference, Cleveland, OH) 162,050
3. Athletics requested permission to issue an FY23 open order for football officials during home games for the period July 1, 2022 through June 30, 2023. (Mid-American Conference, Cleveland, OH) 121,875
4. Continuing and Professional Education requested permission to issue an FY24 purchase order for reimbursement of services for OSHA courses held between July 1, 2023 through June 30, 2024. (Construction Safety Council, Hillside, IL) 200,000
5. The Division of Information Technology requested permission to purchase wireless access coverage and equipment for Neptune North. Improvements were made to residence halls wireless access in 2019, but Neptune North was not included in that process. (Presidio Networked Solutions Group, Chicago, IL) 176,410

- | | | |
|-----|---|----------|
| 6. | Transportation requested permission to replace vehicles supporting Building Services and Grounds due to existing vehicles being uneconomical to repair. An 18-year-old Building Services pick-up truck used for hauling cleaning and snow removal equipment had to be removed from service because of unsafe structural deterioration. A 12-year-old Grounds dump truck used for plowing, salting, hauling snow, general grounds use, and had specific height requirements to address parking garage hauling, had to be removed from service due to extensive repairs required. (Various vendors) | 142,000 |
| 7. | Athletics requested permission to purchase a 3-year subscription to ARMS and a one-time set-up fee. ARMS software provides all the tools to help sports organizations streamline the recruiting process, create operational efficiency, and mitigate the risk of costly compliance violations. (ARMS Software LLC, North Chesterfield, VA) | 109,500 |
| 8. | The Provost Office requested permission to purchase furniture to replace the old and outdated furniture currently being used in Montgomery Room 443, DuSable Rooms 176 and 322, and Engineering Building Room 211. (Krueger Intl., Green Bay, WI) | 138,858* |
| 9. | The Bursar Office requested permission to issue an FY24 open order for collections agency commissions for accounts receivable commercial accounts for the period July 1, 2023 through June 30, 2024. (Conserve Commissions, Fairport, NY) | 132,000 |
| 10. | The Bursar Office requested permission to issue an FY24 open order for collections agency commissions for accounts receivable commercial accounts for the period July 1, 2023 through June 30, 2024. (National Credit Management, St. Louis, MO) | 148,000 |
| 11. | The Division of Information Technology requested permission to purchase equipment to modernize classroom technology for four auditorium spaces in Faraday and LaTourette Hall. This purchase included computing, projection, and control systems compatible with current builds. The systems allow remote access and capabilities to service and support technology breakdowns if they occur during a scheduled class. (Conference Technologies Inc., Itasca, IL) | 206,434 |
| 12. | The Division of Information Technology requested permission to purchase network services to provide NIUNet and contracted customers with 24/7 service when contacting Northern Illinois Monitoring Center (NIMC), monitoring NIMC network alerts, creating service requests, and dispatching for immediate service for the period April 1, 2023 through June 30, 2024. (Alert IT Solutions, Woodridge, IL) | 115,899 |
| 13. | Housing and Dining requested permission to purchase a new commercial dishwasher with related supplies for Patterson Hall. The total cost includes delivery, labor, installation, and warranty. (Cooks Correctional, Warrenville, IL) | 225,067 |

- | | |
|---|----------|
| 14. The Division of Information Technology requested permission to utilize the renewal option of Bid #CAB156820 for the period July 1, 2023 through June 30, 2024 for 10 Gig ISP link for ISP services to DeKalb Wellness and Literacy Center, located at 3100 Sycamore Road. This was the eighth of nine renewal options based on a bid opened September 29, 2015. The renewal award was advertised in the <i>Illinois Procurement Bulletin</i> . (Syndeo Network Inc., St. Charles, IL) | 126,600 |
| 15. The Provost Office requested permission to renew the software license subscription for Explorance Blue for the period July 1, 2023 through June 30, 2024. This is the course/instructor evaluation software used by academic units throughout campus. (Explorance, Inc., Chicago, IL) | 114,123* |
| 16. The Division of Information Technology requested permission to issue an FY24 open order for Illinois Century Network for 10 Gig NIU Internet connectivity for the period July 1, 2023 through June 30, 2024. (Dept. Of Innovation & Technology, Sterling, IL) | 180,000 |
| 17. The Center for Innovative Teaching and Learning requested permission to purchase a 3-year license for an online learning platform. (Yellowdig, Philadelphia, PA) | 162,000* |
| 18. Athletics requested permission to enter into an agreement with Taymar Sales U, a college sports marketing company, to purchase a third-party ticket unit for football, basketball, and volleyball ticket sales. (Taymar Sales U LLC, Winston-Salem, NC) | 112,000 |
| 19. HSC Accounting requested permission to issue an FY24 open order for food and non-food items needed to operate Einstein Bagels for the period July 1, 2023 and June 30, 2024. (Kuna Food Service, Dupo, IL) | 139,000 |
| 20. The College of Health and Human Sciences requested permission to increase the open order for phone number samples to be used in the Survey Research Lab for the period through June 30, 2023. This item was originally approved on the July 6, 2022 President's Report in the amount of \$75,000. The requested increase was for \$43,535, bringing the total amount over \$100,000. (Marketing Systems Group, Mount Laurel, NJ) | 118,535 |
| 21. Athletics requested permission to issue an FY24 open order for union-skilled labor for setup at Convocation Center events for the period July 1, 2023 through June 30, 2024. (Purple Tally Productions, Lakeville, MN) | 125,000 |
| 22. The Division of Information Technology requested permission to purchase a 4-year cloud video hosting, streaming, and management platform for the period July 1, 2023 through June 30, 2027. (Kaltura Inc., New York, NY) | 220,320* |

Capital Improvement Projects:

1. Naperville parking lot repairs: The Naperville satellite campus location requires parking lot repairs to address the last phased section of pavement deterioration. 156,000
2. Stevenson apartment renovation: This project was to refresh and update the apartment in Stevenson Tower A that will be used by live-in residence hall staff for the upcoming academic year. The scope of work included replacement of kitchenette cabinetry and appliances, flooring and window treatments replacement, interior surface patching and painting, and other minor improvements. The intent is to have this work completed prior to residence hall staff move in prior to the beginning of the fall semester. 100,850
3. Rockford campus carpet replacement: The existing carpet is original to the building and requires replacement. The scope of work includes replacement of first floor areas with carpet/vinyl tiles to facilitate easier future maintenance/repairs. 215,900
4. Stevenson rotation painting: The scope of the project was to repair walls or other surfaces where damage or wear had occurred and paint the surfaces with the appropriate coating. Areas typically include hallways, student lounges, entry ways and other designated high visibility spaces. 249,000
5. Northern View Residential Complex façade repairs: Involves required repairs to the building's facades to address deterioration and prevent water infiltration. Work will include replacement of rotten siding and soffits, repairs to brick and mortar and replacement/resecuring of siding as well as painting and cleaning. 105,000

*Appropriated/Income Fund

REUP STOP OUT RECRUITMENT INITIATIVE

Summary: Northern Illinois University is targeting the re-enrollment of adult learners with some college and no degree to increase enrollment and degree completion of its prior students, an initiative which supports both the SEM 2.0 plan and the University goals. NIU is requesting engagement with ReUp, a recruiting and student support organization, to develop a program to target reenrollment of former NIU students who were last enrolled at the University more than one year ago. This program is estimated to re-enroll more than 1,300 students over a five-year period, generating approximately \$6.4M in tuition revenues to NIU over that time. It would also generate approximately \$2.6M in fee revenues, for a total of \$9M in possible total revenues to the university. These projections provide the basis for the \$3M approval being sought.

Background: ReUp is a recruitment and retention organization that uses predictive analytics to identify students who have stopped out (left NIU prior to completing their degree) and have a high likelihood of obtaining a degree if they return. ReUp markets to these students to re-enroll them. They have partnered with more than 80 institutions to re-enroll over 26,000 students during the 2021/2022 academic year.

The ReUp model includes student support services not only to help bring students back to the university, but also to provide them with assistance as they navigate completion of their academic programs. ReUP employs coaches to work with the students to address non-academic issues that could impede their progress and persistence. Past results have shown that successful students that re-enroll take approximately 9 credit hours per semester and slightly longer than two semesters to complete their degree.

The financial model for ReUp is based on performance. ReUp is paid 30 percent of the net tuition charged to students they help enroll. Using a list of students provided by the university, ReUp would begin recruiting in Fall 2023, with the first students re-enrolling in Spring 2024. Under the proposed terms, ReUp will partner with NIU in this fashion for the next five years.

Because the business model is based on actual performance and NIU pays for services after students enroll, the financial risks to NIU are minimal. ReUp requires a five-year contract because development of the upfront services to recruit and retain students takes time to fully develop.

NIU will evaluate the performance of ReUp by June 30, 2024 to gauge the initial success of the program and propose adjustments if warranted. Thereafter through FY2028, program efficacy will be evaluated biannually.

Funding: Institutional - \$3,000,000

Recommendation: The University recommends Board of Trustee approval of the request for engaging ReUp through FY2028 at the amount not-to-exceed \$3,000,000.

COLLECTIVE BARGAINING AGREEMENT FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

Summary: Northern Illinois University negotiates with fourteen (14) groups of employees that are represented by a labor union. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees. The following collective bargaining agreement has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

1) ***Bargaining unit:***

International Union of Operating Engineers, Local 150, representing approximately twenty-one (21) civil service employees in the Grounds Department. The collective bargaining agreement represents the following classification:

Grounds Worker
Grounds Gardner Assistant
Maintenance Equipment Operator
Athletic Turf Specialist
Grounds Equipment Mechanic

Scope of Negotiations: Full agreement

Tentative Agreement for Board Action: A three-year successor agreement, effective July 1, 2022 through June 30, 2025.

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

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHERN ILLINOIS UNIVERSITY
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 150
GROUNDS DEPARTMENT
JULY 1, 2022 – JUNE 30, 2025

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Board of Trustees of Northern Illinois University at the DeKalb campus (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees employed in the Grounds Department of the NIU DeKalb Campus described in Article I.

ARTICLE I: RECOGNITION

Section 1.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois Educational Labor Relations Board, in Case No. 2003-RC-0006-C:

****INCLUDED**

Assistant Grounds Gardener	Grounds Equipment Mechanic
Athletic Turf Specialist	Grounds Worker
	Maintenance Equipment Operator

****EXCLUDED**

All superintendents, managers and exempt employees as defined by the Act.

Section 1.2 New Classifications

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

Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the date the new classification became a part of the bargaining unit.

The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the duties and responsibilities of the position remain essentially the same.

ARTICLE II: RIGHTS

Section A. Union Rights

Section 2.1 Union Activity During Working Hours

Union activities within the Employer's facilities shall be restricted to administering this Agreement. The Union shall not engage in Union Activities on the Employer's time or its property which will unreasonably interfere with employees' assignments or duties.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no lengthy, or otherwise, unreasonable interruption of the Employer's working schedule. Such agent shall notify the Senior Associate Vice President and Chief Human Resource Officer or the Associate Vice President of Facilities Management and Campus Services or their designees prior to coming on campus.

Section 2.2 Time Off for Union Activities

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International Conventions, subject to the operational needs of the Employer and with supervisory approval. If the absence is granted, the employee may utilize accumulated vacation or compensatory time in order to take such time off.

Section 2.3 Union Bulletin Boards

The Employer agrees to furnish bulletin board space in a common work area for the posting of Union notices related to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or State. While not limited to the following, notices shall be such as: Union meetings, Union elections, and appointments, results of Union elections, recreational, social and educational programs. All posted notices shall be signed by an officer of the Union or a Steward.

Section 2.4 Bargaining

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to NIU policy matters directly affecting wages, hours and terms and conditions of employment.

Section B. Management Rights

The Employer shall not be required to bargain over matters of inherent managerial policy as defined by Section 4 of the Illinois Educational Labor Relations Act. The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority, which the Employer has not abridged, delegated or modified by the expressed provisions of this Agreement, is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

- Determine the overall budget of the Employer;
- Determine control and exercise discretion over the organization and efficiency of

- operations;
- Direct the employees, including the right to assign work and overtime;
 - Hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the Employer;
 - Suspend, demote, discharge or take disciplinary action against the employees for just cause;
 - Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
 - Reallocate positions to higher or lower classifications;
 - Establish, modify, combine, or abolish job classifications;
 - Determine the purpose of each of its service areas;
 - Set standards for services to the public;
 - Determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
 - Change or eliminate existing methods, equipment, or facilities.

The Employer shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Employer's property. The Employer retains all the rights as an Employer which it now has or may have in the future under law and common law unless a specific clause of this contract expressly abridges such rights. The Employer will provide bargaining unit members reasonable notice of any changes.

ARTICLE III: UNION DUES/FAIR SHARE CHECK OFF

Section 3.1 Deductions

NIU agrees to deduct from the pay of those employees who are Union members any or all of the following:

- a) Union membership dues, assessments, or fees
- b) Union sponsored credit and other benefit programs.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise NIU of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

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

Nothing in this Article shall require the Employer to deduct Union fines, penalties, or special

assessments from the salary of any bargaining unit member. This Section shall not prohibit other deductions authorized by individual bargaining unit members.

Section 3.2 Dues Deduction and Fair Share

The Union shall supply the Employer with all relevant information and documentation as related to the dues and fair share provisions of this Article, including the basis of the fair share fee and notice of appeal and objection procedures. In addition, the Union shall advise the Employer of any subsequent change therein.

The proportionate share fee deduction shall commence with the first pay period starting thirty (30) days after the Union certifies to the Employer the amount of the proportionate share fee, or thirty (30) days after the date of original employment for a new employee, whichever is later.

Section 3.3 Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

Section 3.4 Indemnity

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents or its employees or representatives harmless against any claim, demand, action, complaint, suit, or any form of liability (monetary or otherwise) arising from the deduction of membership dues and fair share fees established by the Union and communicated to the Employer in compliance with this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for dues and fair share fees once such monies have been remitted to the official designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article, which are in excess of the amount of dues or fair share fees that the Employer has agreed to deduct.

ARTICLE IV: HOURS OF WORK

Section 4.1 Workday and Workweek

- a) Eight (8) hours shall constitute a work day and forty (40) hours shall constitute a work week. Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union. Upon ratification of this initial agreement, bargaining unit employees shall normally be scheduled to work eight (8) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m. on Monday through Friday. Thereafter, at the Employer's discretion employees who are hired after the ratification of this agreement may be assigned start times other than 7:30 a.m. to 4:00 p.m., and workdays other than Monday through Friday.
- b) The work week is Monday through Sunday. Employees represented by this agreement shall normally work five (5) consecutive days during the work week.
- c) Should the University implement a work week of less than five (5) work days (i.e. a four (4) day work week) in the Grounds Department employees will receive a

minimum of a thirty (30) day notice prior to the work schedule taking effect when possible. Such four (4) day work week may only be implemented between the end of the Spring Semester and the beginning of the Fall Semester. Once the four (4) day work week has been implemented, overtime at the appropriate rate of pay will be paid to employees who have worked beyond the established daily work hours and after being in pay status for forty (40) hours in that designated work week.

Section 4.2 Lunch/Rest Period

Bargaining unit employees shall be granted a fifteen (15) minute paid break during the first half of each work shift, a fifteen (15) minute paid break during the second half of each work shift and shall be granted a thirty (30) minute unpaid lunch period at or about the mid-point of each work shift. Breaks shall be taken at the location the employee is currently working unless approval is granted by the supervisor. Due consideration shall be given to health and safety issues. During break periods employees will have access to university buildings to use the restrooms, the vending machines, and/or food service.

Section 4.3 Clean Up Time

As necessary, bargaining unit employees shall be allowed fifteen (15) minutes prior to lunch and fifteen (15) minutes prior to the end of the work day as clean up time. Employees shall use this time prior to lunch to wash up before eating their meal. At the end of the work day employees shall use this time to clean their equipment and to wash up before leaving for the day.

Section 4.4 Overtime Pay

The Overtime Rate shall be 1½ times the normal hourly rate and shall be paid to any employee for all hours worked outside of the established workday, all hours worked in excess of eight (8) in a day, or all hours worked in excess of forty (40) in a week. The Employer agrees to pay double time for all hours worked on an employee's second regularly scheduled day off after the Employee has worked 40 hours in the regular work week. For the purposes of determining double time, a regular work week begins on Monday and ends on Sunday. For purposes of this Section, "hours worked" for purposes of calculating overtime shall include paid time actually worked, paid vacation time, paid sick time, paid holiday time, and paid compensatory time.

Should a 4-day work week be implemented by the Grounds Department management, the Employer agrees to pay time and one half for all hours worked on the employee's first regularly scheduled day off, time and one half for all hours worked on the employee's second regularly scheduled day off, and double time for all hours worked on the employee's third regularly scheduled day off, provided the employee has worked his/her entire schedule and does not refuse work offered on the employee's first or second regularly scheduled day off in the same work week.

Section 4.5 Overtime Distribution

The Employer shall attempt to distribute overtime as equally as possible to bargaining unit employees over the fiscal year provided that the parties recognize that emergency situations may necessitate that some employees receive more overtime assignments than other employees at certain times throughout the year. If an employee refuses the overtime or is unavailable when contacted for overtime, he/she shall be credited with the amount of hours actually worked during the overtime assignment or the time estimated by the supervisor, whichever is less. With the

exception of emergencies as determined by the Grounds Supervisor or designee, refusal of overtime by a bargaining unit employee who has not been given twenty-four (24) hours prior notice means he/she will not be credited toward that employee's total accumulated overtime hours.

Section 4.6 Scheduled Overtime

Overtime shall be scheduled at least forty-eight (48) hours in advance when possible. The employee shall be advised of the assignment as well as the approximate duration of the overtime assignment. Employees will receive a minimum of two (2) hours of overtime when the overtime assignment does not immediately precede or follow the employee's regular work schedule. When all bargaining unit employees have been contacted for overtime and either cannot be reached or have refused to work an overtime assignment, the overtime assignment may be mandatory and imposed in inverse seniority order until all overtime assignments have been filled. When the overtime assignment immediately follows the employees regular work schedule, the employee will be compensated at the appropriate rate pay for all hours worked, regardless of the length of the overtime assignment.

Section 4.7 Call Back

A "call back" is defined as an unscheduled assignment of work which does not immediately precede or follow an employee's regular work schedule. Call back shall be compensated at the appropriate rate of pay with a guaranteed minimum of two (2) hours at such overtime rate of pay, provided the employee has worked for the entire scheduled workday and/or been in pay status for the entire work week.

Section 4.8 Compensatory Time

Compensatory time will be accumulated and used in accordance with university policy.

Section 4.9 No Pyramiding

Employees eligible for additional pay, including compensation for working during university closure, will receive the additional pay, time and a half, or double time - whichever is higher, but cannot receive a combination of pay of any or all of the above.

ARTICLE V: SENIORITY

Section 5.1 Seniority Defined

An employee's seniority shall be the period of the employee's most recent continuous regular employment within their classification with the Employer in accordance with State Universities Civil Service System Statute and Rules.

Section 5.2 Seniority List

The Employer shall post a seniority list by March 31st of each year. A copy of the seniority list shall be furnished to the Union when it is posted. The Union will have ten (10) business days to accept the seniority list and bring any concerns to the Employer's attention in writing. The Employer will not be held responsible for any concerns that are brought to its attention after ten (10) business days.

Section 5.3 Probationary Employees

All employees shall serve a probationary period in accordance with the State Universities Civil Service Statute and Rules. Currently, all classifications represented by this agreement must serve a six (6) month probationary period. Employees who are promoted within the bargaining unit shall serve an additional probationary period for the new classification.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment in the classification. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

Section 5.4 Employee Status

Immediately upon ratification of the contract by both parties the Employer will provide the Union with a report that contains the following information for employees in the bargaining unit: Name of employee; classification; NIU start date; date in class; length of probation if on probation; and salary/hourly rate. Thereafter, the Employer shall provide a revised report containing updated information to the Union every January 31, and July 31.

ARTICLE VI: LAYOFF AND RECALL

Section 6.1 Definition and Notice

A layoff is defined as a reduction in workforce. The Employer shall give the Union at least thirty (30) days notice of layoffs of bargaining unit employees.

Section 6.2 General Procedures

In the event of a layoff, employees shall be laid off in inverse order of seniority and in accordance with State Universities Civil Service System Statute and Rules. However, prior to laying off any bargaining unit employees, all extra help employees who perform work customarily performed by bargaining unit employees within the Grounds Department shall be terminated.

Section 6.3 Recall of Laid-Off Employees

The names of laid-off employees shall be placed on the restoral or re-employment registers for their classification, as defined by State Universities Civil Service System Statute and Rules. Employees shall be recalled in seniority order by classification.

ARTICLE VII: DISCIPLINARY PROCEDURES

Section 7.1 Employee Discipline

NIU agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be limited to the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file,

- with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
 - (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Both parties agree that the management has the right to forward discipline directly to option C or D as deemed appropriate for egregious behavior, including but not limited to conduct considering threatening, discrimination, dangerous, or such behavior that places a risk to the campus community or to themselves.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

Discharge and Involuntary Demotions

The Employer shall notify the employee and Union of the intent to initiate an involuntary demotion or discharge proceedings before the State Universities Civil Service Merit Board at least thirteen

(13) working days prior to the commencement of the involuntary demotion or discharge procedures as required by the State Universities Civil Service System. Such notice shall satisfy the requirements of the collective bargaining Agreement and shall not, in any manner, diminish the Employer's or the employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step 3 of the grievance procedure.

State Universities Civil Service System procedures shall not commence until after the thirteen (13) working day period mentioned above has ended, or until a grievance filed on the basis of notice of demotion or intent to discharge has been responded to at Step 3, whichever occurs later. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee served with written notification of the initiation of an involuntary demotion or discharge proceedings per the State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110(e) (1) through (7).
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance

procedures of this collective bargaining Agreement with respect to said demotion or discharge.

3. Likewise, if the employee elects to follow the grievance procedure of this Agreement, initiation of such action shall constitute a voluntary election not to pursue available appeal procedures specified in the Rules and Regulations of the State Universities Civil Service System and waiver of any rights which either the employee or Union might otherwise have had under the Rules and Regulations of the State Universities Civil Service System.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer and the employee.

Section 7.2 Right To Representation

Prior to any disciplinary discussions (pre-disciplinary or otherwise) with the employee, the Employer shall inform the employee that disciplinary action may be taken. It is the employee's right and responsibility to request Union representation and bring a Union representative to the meeting scheduled by the Employer. The Employer agrees to make reasonable scheduling accommodations for Union representation when requested.

ARTICLE VIII: GRIEVANCE PROCEDURE

Section 8.1 Grievance Defined

A grievance is defined as any claim of violation of this Agreement. Business days are defined as Monday through Friday, excluding holidays and administrative closure days.

Section 8.2 Processing Of Grievance

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee(s) is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that bargaining unit.

Section 8.3 Grievance Steps

Step 1: Grounds Supervisor or designee

The employee, with or without a Union representative, may attempt to orally resolve a grievance with the Grounds Supervisor or designee or designee, within fifteen (15) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The Grounds Supervisor or designee, or designee, shall attempt to adjust the matter and shall respond in writing within fifteen (15) business days.

Step 2: Associate Vice President, Finance & Facilities – Operations

If the grievance remains unsettled after the response in Step 1, the Union may submit a written grievance to the Associate Vice President for Facilities Management and Campus Services, or designee, within fifteen (15) business days of the Step 1 response.

The Associate Vice President for Facilities Management and Campus Services, or designee, shall schedule a conference within fifteen (15) business days of receipt of the grievance to attempt to adjust the matter. The Associate Vice President for Facilities Management and Campus Services, or designee, shall submit a written response within fifteen (15) business days of the conference. If the conference is not scheduled, the Associate Vice President for Facilities Management and Campus Services, or designee, and the Union may mutually agree to extend the timeframe.

Step 3: Senior Associate Vice President and Chief Human Resources Officer

If the grievance remains unsettled after the response in Step 2, the Union may submit a written grievance to the Senior Associate Vice President and Chief Human Resources Officer, or designee, within fifteen (15) business days of the Step 2 response. Grievances concerning discharge may be filed directly at Step 3 within fifteen (15) business days of the discharge or when the employee/Union reasonably should have realized that a dispute existed.

Senior Associate Vice President and Chief Human Resources Officer or designee, shall schedule a conference within fifteen (15) business days of the grievance to attempt to adjust the matter. The Senior Associate Vice President and Chief Human Resources Officer, or designee, shall submit a written response within fifteen (15) business days of the conference. If the conference is not scheduled, the Senior Associate Vice President and Chief Human Resource Services Officer, or designee, and the Union may mutually agree to extend the timeframe.

Step 4: Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Senior Associate Vice President and Chief Human Resources Officer within fifteen (15) business days after receipt of the Step 3 response. A representative of Human Resource Services shall schedule a meeting with the Union and appropriate department personnel to discuss the issues for arbitration. This meeting shall be scheduled at a time agreeable to the parties and within fifteen (15) business days of receipt of notice to arbitrate.

The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association, the Federal Mediation Conciliation Service, or other mutually acceptable sources. The parties shall meet in person or by telephone and alternately strike names until a single name remains. The cost of services of the arbitrator, court reporter, transcripts, and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, University Rules and Policies, Laws of the State of Illinois, and Rules and Regulations of Administrative Agencies are not subject to arbitration. Pursuant to current State Universities Civil Service Statute and Rules, matters relating to the discharge/dismissal of a probationary employee are not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without power to make

a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the time limits defined in Step 1. The arbitrator shall submit in writing their decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrators interpretation of the meaning or application to the facts of this Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrator shall be final and binding on the parties.

Section 8.4 Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation, or other procedural errors such as lack of signature, shall not be grounds denial of the grievance.

Section 8.5 Settlements and Time Limits

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's answer and shall not be eligible for further appeal, except that the parties may, in any individual case, extend this limit by mutual agreement of the parties.

Section 8.6 Union Stewards

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate two (2) Stewards and will provide written notice to Grounds Supervisor or designee, or designee and Associate Director of Labor Relations to identify those individuals.

ARTICLE IX: HOLIDAYS

Section 9.1 General Information

All bargaining unit employees shall receive the paid holidays in accordance with Board of Trustees regulations and by-laws with twelve (12) full-day paid holidays per calendar year and two (2) Administrative Closure Days per calendar year as authorized and specified under general university procedures. The twelve (12) holidays and two (2) Administrative Closure Days are as follows:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

Thanksgiving Day
Christmas Day
Four (4) Floating Holidays (as determined by the University President)
Two (2) Administrative Closure Days

In addition to the days set forth above, bargaining unit employees shall receive any and all holidays set forth in the BOT regulations and by-laws.

Section 9.2 Specific Applications

Employees may be excused without pay to vote in local, state, or national elections if a reasonable period of off-duty time is not available.

Section 9.3 Holiday and Administrative Closure Pay

Bargaining unit employees shall be paid at one and one-half his/her regular hourly rate of pay for all hours worked on designated holidays listed in Section 9.1 of this Article in addition to the holiday pay. Bargaining unit employees shall be paid for all hours worked at his/her regular hourly rate of pay on administrative closure days in addition to the administrative closure pay.

ARTICLE X: VACATIONS AND PERSONAL LEAVE

Section 10.1 Vacation Accrual

All bargaining unit employees shall earn vacation at the same rate as all other non-exempt Civil Service employees in accordance with university policy.

Section 10.2 Vacation Usage

- (A) An employee is eligible to take Vacation Leave immediately upon earning it with supervisory approval.
- (B) Employees may accumulate and carry over year to year an amount of vacation in accordance with university policies.
- (C) If a holiday should fall during the scheduled vacation period, the employee shall not be charged a vacation day for the Holiday.

Section 10.3 Vacation Pay

- (A) Upon separation, a non-probationary employee shall be paid for all unused accrued vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.
- (C) Employees on vacation may be asked to work during their pre-approved vacation but they will not be required to work during their vacation. If the employee declines to work, that will not be charged as time worked for purposes of equalizing overtime.

Section 10.4 Vacation Selection

The Grounds Superintendent, or designee, shall grant vacation requests as the employees make them, subject to the operating needs of the department. If the request cannot be granted

immediately, the supervisor shall make his/her decision within five (5) business days of the request.

ARTICLE XI: SICK LEAVE

Section 11.1 Sick Leave Accrual

All bargaining unit employees shall accrue sick time at the same rate as all other non-exempt employees in accordance with University policies.

Section 11.2 Pension Benefit at Retirement

Employees shall receive retirement benefits in accordance with the State Universities Retirement System rules and regulations.

ARTICLE XII: LEAVES OF ABSENCE

Section 12.1 Disability Leave

In the event of a disability, an employee may apply for disability payment through the SURS. Upon release to return to work, the Employer shall reinstate the employee to his/her former classification provided the employee can physically perform the essential duties and functions of the position.

Section 12.2 Discretionary Leave Of Absence

An employee with at least twelve (12) months seniority may petition the Employer for a personal leave of absence. Such leave of absence is without pay or fringe benefits unless otherwise agreed.

Section 12.3 Jury Duty Leave

Upon request and receipt of proper documentation, an employee will be excused for jury duty, or when subpoenaed to testify at a hearing, without loss of pay. The employee must return to work after he/she is excused by the court.

ARTICLE XIII: EMPLOYEE TRAINING AND EDUCATION

Section 13.1 Compensation

The Employer agrees to compensate all bargaining unit employees their appropriate rate of pay for all hours spent for training, schools, and courses which the Employer requires an employee to attend. If training is scheduled during normal work hours, it shall be treated as a normal work day. When an employee is required to use his/her own automobile, mileage shall be reimbursed in accordance with University policies and procedures.

Section 13.2 CDL License

The Employer agrees to reimburse the difference between the cost of a CDL and a regular driver's license for those employees whose positions require a CDL.

Section 13.3 Educational Incentive

Employees will be provided educational benefits in accordance with University policies and procedures.

ARTICLE XIV: SAFETY

Section 14.1 Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

Section 14.2 Safety

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers.

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken including whether or not the job assignment should be discontinued.

On a case by case basis, the Employer shall provide training as determined by management to employees on unfamiliar equipment and/or procedures.

ARTICLE XV: LABOR-MANAGEMENT MEETINGS

Section 15.1 Labor-Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between the Union and the Employer's representatives when appropriate. Such meetings shall be scheduled within ten (10) business days of either party requesting the meeting, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 15.2 Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by a representative of the Employer and there shall be no loss of wages for the attendance by Union Stewards and/or affected bargaining unit employees. Details of grievances or arbitrations shall not be discussed at such meetings.

ARTICLE XVI: SUBCONTRACTING

It is the general policy of the Employer to utilize employees to perform work appropriate to the employees' classification. The Employer will attempt to minimize the impact on affected employees as a result of sub-contracting or contracting out of work. The Employer agrees to notify and discuss with the Union 30 days prior to the sub-contracting or contracting out of work which may result in the layoff or loss of pay for employees covered by this Agreement. In the event of

sub- contracting or contracting out of work which results in the layoff or reduction in pay for any employees, Operating Staff Services Employment Coordinators will provide career counseling, qualification testing and placement services to such employees. The Employer will follow Civil Service System requirements regarding the alternate employment options such as bumping/retreating to other available positions.

ARTICLE XVII: SUPERVISORY WORK AND TEMPORARY WORKERS

The Employer will maintain its current practice of hiring students and extra help as needed. Such employees will be able to perform duties and operate equipment normally used by members represented by this Agreement. Bargaining unit members will be offered job assignments before temporary help is assigned depending on operational needs as determined by the Management. Student and extra help employees shall not displace members of the bargaining unit. The parties agree to discuss substantial continuing increases (from current practices) in the use of temporary workers through the labor management committee process.

In emergency situations, the Grounds Supervisor may perform duties normally assigned to members of the bargaining unit. The purpose for performing such duties may include but is not limited to training, when there is a shortage of staff, when it's operationally efficient to do so or in overtime situations where employees have declined the overtime assignment.

Retired bargaining unit members that apply for extra help positions may be hired based on operational need as determined by Management, will not displace members of the bargaining unit, will not prevent members of bargaining unit for advancement, and will be hired on a non-status basis as defined by the civil service statute.

ARTICLE XVIII: DIFFERENTIAL PAY

Whenever a bargaining unit member is assigned work normally performed by an individual in a higher paid classification within the bargaining unit, the bargaining unit member performing such work shall be paid a differential of 10% or the appropriate rate of the higher level classification, whichever is greater. The employee must work at least one (1) hour before the differential takes effect. Thereafter, the differential will be paid at one half hour increments. Duties of the higher class shall be defined by the job classification and job description for the higher classification with the understanding that the Grounds Worker classification shall be designated for all hand operated equipment, and riding lawn mowers. The equipment listed in Appendix 1 is a guideline of equipment used by MEOs, but is not an exhaustive or complete list.

ARTICLE XIX: DUTIES OUTSIDE TRADITIONAL JOB ASSIGNMENTS

Bargaining unit employees will not be required on a regular basis to perform duties that are not typically performed by their job classification.

Bargaining unit members may be required to perform work different from traditional job duties for which the employee does not or has not traditionally performed in order for the University to operate in a more efficient and effective manner.

ARTICLE XX: UNIFORMS AND EQUIPMENT

Section 20.1 Protective Clothing

The Employer shall maintain the current compliment of protective equipment and clothing.

Section 20.2 Prescription Safety Glasses

Bargaining unit employees who are subject to assignments or situations necessitating protective eye wear shall be provided safety goggles.

Section 20.3 Clothing Allowance

The Employer will purchase work clothes with a limit of \$250 per year per employee. The Employer will determine items to be purchased, need of purchase, and place in which purchases are made. Items purchased by Employer are considered university property.

ARTICLE XXI: PERSONNEL RECORDS

Section 21.1 Personnel Records

In accordance with University policy, an employee's personnel record is available during regular business hours for an employee and/or his/her designee to review. The employee must receive prior approval from his/her supervisor to be released from work to review his/her file. With the exception of routine personnel transaction records, no document, record, letter, or other information may be placed in the employee's personnel file without knowledge of the employee.

Section 21.2 Right of Inspection and Copies

An employee will be granted the right to inspect his/her official personal records during working time no more than two (2) times per year. An employee may obtain a copy of his/her record upon request to the appropriate person. The cost of making copies of documents within the file will be borne by the employee.

Section 21.3 Removal of Disciplinary Records

All written and verbal warnings, shall be removed from an employee's file after twelve (12) months from date of issuance, provided no further discipline has been issued in that time frame. The request for removal must be made in writing and presented to the Director, Labor Relations, or designee by the employee with a copy sent to the author of the written warning. Removal of records will be from department, division, and Human Resource Services files.

ARTICLE XXII: NON-DISCRIMINATION

Section 22.1 Prohibition against Discrimination

Both the Employer and the Union agree not to unlawfully discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Furthermore, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

Section 22.2 Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This language shall not be construed or interpreted to limit the Union’s or employee’s right to pursue action through the Illinois Educational Labor Relations Board.

ARTICLE XXIII: NO STRIKE/NO LOCKOUT

Section 23.1 No Strike

During the term of this agreement or any extension thereof, neither the Union nor any employee covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 23.2 No Lockout

The Employer will not lock out an employee covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XIV: WAGES

Section 24.1 Salary Increases

Effective July 1, 2022: Existing bargaining unit members will receive either a 6% across the board increase or the base rate, the greater of the two (2) but not both. Wage increases shall be retroactive to July 1, 2022 on all hours paid. To be eligible for retroactive pay, bargaining unit members must be employed at Northern Illinois University and in a classification represented by this contract at the time that the NIU Board of Trustees approves this agreement.

For fiscal year two (July 1, 2023) and year fiscal three (July 1, 2024), bargaining unit members shall receive the greater of either the appropriate wage rate based on the classification set forth in the schedule below or the campus-wide increment applied to the existing pay rate, but not both. Base rates will adjust to the campus-wide increase for each given year. Year two (July 1, 2023) wage increases provided in this paragraph shall be retroactive to July 1, 2023. To be eligible for retroactive pay, bargaining unit members must be employed at Northern Illinois University and in a classification represented by this contract at the time that the NIU Board of Trustees approves this agreement.

	Base Rate
Grounds Worker	\$20.00
Mech. Equip. Op., Asst. Grounds Gardner, Athl. Turf Spec.	\$27.00
	\$30.21

Grounds Equip. Mech.,
Greenhouse Garder

Employees promoted within the promotional line will receive rates in accordance with the “pay level” of the employee’s pay at the time of the promotion. Example: a Grounds Worker earning \$20.00 per hour who is promoted to a position of Grounds Gardner will receive \$27.00 per hour.

ARTICLE XXV: EXISTING BENEFITS

1. CMS Benefit Programs

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

No change will be imposed on bargaining unit members unless it is imposed generally on all NIU employees pursuant to CMS requirements. Further, the Employer will assure that employees of the bargaining unit receive the same notice as provided to employees generally affected by such changes.

2. Board of Trustees Benefit Provisions

During the term of this agreement, all employee benefits, not specifically covered herein, shall be granted to bargaining unit members in accordance with applicable Board and University policies. Improvements in such benefits, which are provided to other university employees and for which bargaining unit members would normally be eligible, shall be extended to bargaining unit employees. In the event of any change in Board and University policies concerning such benefits, the Union shall be notified of such changes that would affect the availability of these benefits for bargaining unit members and the parties agree to meet to negotiate over such changes and any impact of such changes.

University Policies are available on the Human Resource Services website or by request to HRS. A printed version will be made available for employee use in the department.

3. Nonaccumulative Leave

Effective July 1, 2024, to be eligible for a paid benefit of Noncumulative Leave (previously known as extended illness leave), the employee must be on an approved leave under the FMLA.

ARTICLE XXVI: MEDIATION

Should an impasse arise during future negotiations, the parties shall employ the mediation process set out in Section 12 of the Illinois Educational Labor Relations Act.

ARTICLE XXVII: PARKING RATES

All parties recognize that the parking permit rate is set by the Employer.

ARTICLE XXVIII: CAMPUS VOLUNTEER PROJECTS

The Union and Employer approve of campus volunteer projects in which students, staff, and community members may participate in campus clean up, planting, and gardening projects throughout the calendar year. When volunteer duties and bargaining unit class specifications overlap, no bargaining unit member will be displaced, laid off, terminated, or demoted due to the volunteer project work.

ARTICLE XXIX: SAVINGS CLAUSE

This Agreement shall not supersede:

1. Applicable Federal and State laws as such laws may become amended from time to time;
2. Rules of Federal and State agencies which have the force and effect of law; as such may be amended from time to time;
3. Board of Trustees Governing Policy, Bylaws and Regulations as such may be amended from time to time; except as expressly provided for in this Agreement;
4. Policies, procedures and provisions of employment as established by Northern Illinois University as such may be amended from time to time; except as expressly provided for in this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and practices between the Employer, Union and employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXX: DURATION

This Agreement shall be effective as of 12:01 a.m. the first day of July, 2022 and shall remain in full force and effect until 11:59 p.m. the thirtieth day of June, 2025, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall

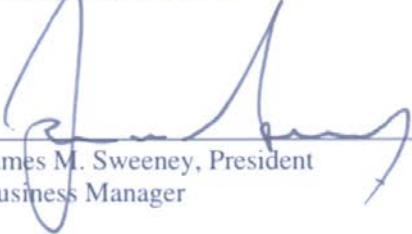
begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXX: ACCEPTANCE BY THE PARTIES

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed by their duly authorized representatives.

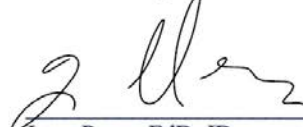
IUOE, LOCAL 150


James M. Sweeney, President
Business Manager


Bryan P. Diemer
Attorney

NORTHERN IL. UNIVERSITY

Dekalb Campus


Jesse Perez, EdD, JD
Chief Negotiator
Director of Labor Relations
Office of General Counsel

Digitally signed by John Acardo
Acardo
Date: 2023.09.07
10:50:20 -05'00'

John Acardo
Senior Associate Vice President &
Chief Human Resources Officer

COLLECTIVE BARGAINING AGREEMENT FOR THE MID-AMERICA CARPENTERS REGIONAL COUNCIL, LOCAL UNION 790

Summary: Northern Illinois University negotiates with fourteen (14) 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:***

Mid-America Carpenters Regional Council, Local Union 790, representing approximately ten (10) civil service employees in the Physical Plant. The collective bargaining agreement represents the following classification:

Carpenter
Carpenter Foreman
Locksmith
Locksmith Foreman

Scope of Negotiations: Full agreement

Tentative Agreement for Board Action: A six-year successor agreement, effective July 1, 2023 through June 30, 2029.

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

Agreement

Between

**Mid-America Carpenters Regional Council
*United Brotherhood of Carpenters & Joiners of
America***

And

**The Board of Trustees of
Northern Illinois University,
DeKalb, Illinois**

Effective July 1, 2023 through June 30, 2029

ARTICLE I UNION RECOGNITION	98
ARTICLE II NON-DISCRIMINATION	98
ARTICLE II, SECTION 1 PROHIBITION AGAINST DISCRIMINATION	98
ARTICLE II, SECTION 2 NON-DISCRIMINATION AGAINST THE UNION	98
ARTICLE III UNION RIGHTS	98
ARTICLE III, SECTION 1 ACTIVITY DURING WORKING HOURS	98
ARTICLE III, SECTION 2 STEWARDS	98
ARTICLE III, SECTION 3 UNION BULLETIN BOARD	99
ARTICLE III, SECTION 4 NEW EMPLOYEE	99
ARTICLE III, SECTION 5 UNION ACCESS TO FACILITIES	99
ARTICLE IV EMPLOYER RIGHTS	99
ARTICLE V GRIEVANCE PROCEDURE AND ARBITRATION	100
ARTICLE V, SECTION 1 PURPOSE OF GRIEVANCE PROCEDURE	100
ARTICLE V, SECTION 2 GRIEVANCE DEFINITION	100
ARTICLE V, SECTION 3 STEPS	100
ARTICLE V, SECTION 4 ARBITRATION	100
ARTICLE V, SECTION 5 WITHDRAWN GRIEVANCE	101
ARTICLE V, SECTION 6 DISCHARGE/DEMOTION	101
ARTICLE VI NO STRIKE OR LOCKOUT	102
ARTICLE VI, SECTION 1 NO STRIKE, WORK STOPPAGES OR SLOWDOWNS	102
ARTICLE VI, SECTION 2 DISCIPLINE	102
ARTICLE VI, SECTION 3 NO LOCKOUT	102
ARTICLE VII LIMITATION OF AGREEMENT AND WAIVERS	102
ARTICLE VII, SECTION 1 RULES AND REGULATIONS	102
ARTICLE VII, SECTION 2 PROVISIONS OF THIS AGREEMENT	102
ARTICLE VII, SECTION 3 PARKING PERMITS	102
ARTICLE VIII BENEFITS	102
ARTICLE VIII, SECTION 1 BENEFIT TOPICS	102
ARTICLE IX HOLIDAYS/UNIVERSITY CLOSURES	103
ARTICLE IX, SECTION 1 DESIGNATION OF HOLIDAYS	103
ARTICLE IX, SECTION 2 PAID HOLIDAYS	103
ARTICLE IX, SECTION 3 FLOATING HOLIDAYS	103
ARTICLE IX, SECTION 4 ADMINISTRATIVE CLOSURE DAYS	103
ARTICLE IX, SECTION 5 WEATHER/EMERGENCY CLOSURES	104

ARTICLE X HEALTH AND LIFE INSURANCE, PENSION AND DISABILITY	104
ARTICLE X, SECTION 1 COVERAGE	104
ARTICLE X, SECTION 2 RETIREMENT, DEATH AND DISABILITY	104
ARTICLE X, SECTION 3 RELATED OPTIONAL BENEFITS	104
ARTICLE X, SECTION 4 RETIREMENT	104
ARTICLE XI HOURS OF WORK, OVERTIME	104
ARTICLE XI, SECTION 1 WORKWEEK, WORKDAY	104
ARTICLE XI, SECTION 2 SECOND SHIFT WORK	105
ARTICLE XI, SECTION 3 OVERTIME PAY	105
ARTICLE XI, SECTION 4 REST PERIODS	105
ARTICLE XI, SECTION 5 CALL BACK	105
ARTICLE XII OVERTIME DISTRIBUTION AND EQUALIZATION	105
ARTICLE XII, SECTION 1 OVERTIME DISTRIBUTION	105
ARTICLE XII, SECTION 2 OVERTIME IN ACCORDANCE WITH SENIORITY	105
ARTICLE XII, SECTION 3 EQUALIZING THE DISTRIBUTION OF OVERTIME	105
ARTICLE XIII WORKING OUT OF TOWN	106
ARTICLE XIII, SECTION 1 PERSONAL VEHICLE/TRAVEL PAY	106
ARTICLE XIV CONTRACTING WORK	106
ARTICLE XIV, SECTION 1 SUBCONTRACTING/EXTRA HELP	106
ARTICLE XIV, SECTION 2 EXTRA HELP	106
ARTICLE XV LABOR MANAGEMENT CONFERENCES	107
ARTICLE XV, SECTION 1 LABOR/MANAGEMENT CONFERENCE	107
ARTICLE XV, SECTION 2 EMPLOYEE ATTENDANCE	107
ARTICLE XVI SENIORITY	107
ARTICLE XVI, SECTION 1 SENIORITY DEFINITION	107
ARTICLE XVI, SECTION 2 SENIORITY LISTS	107
ARTICLE XVI, SECTION 3 PARTIAL LAYOFFS	108
ARTICLE XVI, SECTION 4 LAYOFF AND RECALL	108
ARTICLE XVII POSTING OF JOB OPENINGS AND VACANCIES	108
ARTICLE XVII, SECTION 1 OPENINGS WITHIN THE BARGAINING UNIT	108
ARTICLE XVII, SECTION 2 OPENINGS OUTSIDE OF THE BARGAINING UNIT	108
ARTICLE XVII, SECTION 3 AWARDING OF POSTED JOBS	108
ARTICLE XVIII EMPLOYER TOOL & MATERIAL RESPONSIBILITY	108
ARTICLE XVIII, SECTION 1 EMPLOYER'S TOOLS	108

<i>ARTICLE XIX SAFETY</i>	<i>108</i>
<u>ARTICLE XIX, SECTION 1 LAWS CONCERNING THE SAFETY OF EMPLOYEES</u>	108
<u>ARTICLE XIX, SECTION 2 SUITABLE PLACE TO EAT AND CHANGE CLOTHES</u>	108
<u>ARTICLE XIX, SECTION 3 TRAINING</u>	109
<i>ARTICLE XX WORK JURISDICTION</i>	<i>109</i>
<u>ARTICLE XX, SECTION 1 WORK JURISDICTION</u>	109
<u>ARTICLE XX, SECTION 2 COMMERCIAL CONSTRUCTION DEFINED</u>	111
<u>ARTICLE XX, SECTION 3 WOOD AND RESILIENT FLOOR LAYERS AND FINISHERS; CARPET LAYERS AUTONOMY</u>	111
<u>ARTICLE XX, SECTION 4 JURISDICTIONAL DISPUTES</u>	112
<u>ARTICLE XX, SECTION 5 HANDLING OF TOOLS, MACHINERY, APPLIANCES AND ALL MATERIALS</u>	113
<i>ARTICLE XXI PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS</i>	<i>113</i>
<u>ARTICLE XXI, SECTION 1 PERIOD COVERED</u>	113
<u>ARTICLE XXI, SECTION 2 COMMENCEMENT OF NEGOTIATIONS</u>	113
<u>ARTICLE XXI, SECTION 3 MUTUAL CONSENT</u>	113
<i>ARTICLE XXII WAGES</i>	<i>113</i>
<u>ARTICLE XXII, SECTION 1 HOURLY WAGES</u>	113
<u>ARTICLE XXII, SECTION 2 EFFECTIVE DATE OF WAGES</u>	113
<u>ARTICLE XXII, SECTION 3 FOREMAN REQUIREMENTS</u>	114
<u>ARTICLE XXII, SECTION 4 SUBSTITUTE FOREMAN</u>	114
<u>ARTICLE XXII, SECTION 5 EMERGENCY REASSIGNMENT</u>	114
<i>ARTICLE XXIII DUES DEDUCTION</i>	<i>114</i>
<u>ARTICLE XXIII, SECTION 1 UNION DUES DEDUCTION</u>	114
<u>ARTICLE XXIII, SECTION 2 AUTHORIZATION FOR CHECKOFF OF UNION DUES</u>	114
<u>ARTICLE XXIII, SECTION 3 INDEMNIFICATION</u>	114
<i>ARTICLE XXIV AMERICANS WITH DISABILITIES ACT</i>	<i>114</i>
<u>ARTICLE XXIV, SECTION 1 COMPLIANCE</u>	114
IN WITNESS WHEREOF: _____	Error! Bookmark not defined.

ARTICLES OF AGREEMENT

This Agreement has been made and entered into by and between the Board of Trustees of Northern Illinois University at DeKalb, Illinois, hereinafter referred to as the Employer, and the Mid-America Carpenters Regional Council Local Union 790 hereinafter referred to as the Union or Bargaining Representative. All references to the male gender in this Agreement are understood to include both male and female employees, unless specifically distinguished.

ARTICLE I UNION RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative in all matters pertaining to wages, hours, scope of work, terms and conditions of employment in the classification of carpenters, locksmiths, carpenter foreman, and carpenter locksmiths foreman at Northern Illinois University at DeKalb, Illinois, as provided for in Illinois Revised Educational Labor Relations Board on December 10, 1992, Case No.93-RC-0006-C, and such other classifications as may be added by Agreement of the Employer and the Union.

ARTICLE II NON-DISCRIMINATION

ARTICLE II, SECTION 1 PROHIBITION AGAINST DISCRIMINATION

In accordance with applicable laws, both parties pledge and commit to not discriminate against any employee covered by the terms of the Agreement on the basis of race, sex, creed, marital status, national origin, age, religion, handicap, veteran status, sexual preference or Union membership. Complaints involving discrimination or sexual harassment shall be reported either to Human Resources Services or the Affirmative Action Office.

ARTICLE II, SECTION 2 NON-DISCRIMINATION AGAINST THE UNION

Both parties agree that there shall be no discrimination against officers and members of the Union engaged in the negotiation of Agreements, the adjustment of grievances or the performance of any other legal Union activity in the interest of the Union and its members.

ARTICLE III UNION RIGHTS

ARTICLE III, SECTION 1 ACTIVITY DURING WORKING HOURS

Employees shall be allowed reasonable time off during regular working hours with pay to attend grievance hearings or meetings called and agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses or grievants, and such attendance does not substantially interfere with the Employer's operations.

ARTICLE III, SECTION 2 STEWARDS

The Union may appoint a journeyman to act as steward of the bargaining unit and shall notify the Employer in writing of the employee designated as steward. No steward shall be discriminated against by the Employer for the faithful performance of his duties as steward, nor shall any steward be discharged, placed on layoff or disciplined until notice has been given to the business representative of the Union in writing.

Stewards, upon receiving permission from the immediate supervisor, shall be permitted to devote reasonable time during working hours without loss of pay to investigate or process grievances or disputes. No employees or Union representatives shall leave work to investigate, file or process grievances without first informing their immediate supervisor or designee as well

as the supervisor of any unit to be visited. Such permission shall not be unreasonably denied. Such arrangements shall not be denied in an arbitrary and capricious manner. The Employer reserves the right to require reasonable documentation of time spent in processing grievances.

ARTICLE III, SECTION 3 UNION BULLETIN BOARD

The Employer agrees to furnish bulletin board space to bargaining unit employees. The items posted shall not be political, partisan, obscene or defamatory in nature. All such notices shall be signed by an officer of the Union and approved by the Employer prior to posting.

ARTICLE III, SECTION 4 NEW EMPLOYEE

The Employer shall inform new employees covered by this Agreement that they are eligible for membership in the Union.

ARTICLE III, SECTION 5 UNION ACCESS TO FACILITIES

Upon prior notification twenty-four (24) hours in advance when possible and not to disrupt operation through the Physical Plant Administrative Office or Human Resource Services Labor Relations Office, a representative of the Union shall be allowed access to any job at any reasonable time where bargaining unit employees are employed under the terms of the Agreement and only for business associated with the terms of the Agreement.

ARTICLE IV EMPLOYER RIGHTS

The Union recognizes and supports the Employer's retention to itself of all rights, powers, privileges, responsibilities and authority conferred upon and vested by either law or the rules governing the State University Civil Service System Of Illinois or the rules governing the Board of Trustees or not including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary, regular and customary functions of management.

Any power or authority which the Employer has not abridged, delegated, or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer through its management officials include, but are not limited to, the following:

1. Determine the overall budget of the Employer.
2. Determine control and exercise discretion over the organization and efficiency of operations;
3. Direct the employees including the right to assign work and overtime.
4. Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer.
5. Suspend, demote, discharge, or take other disciplinary action against the employee for proper cause.
6. Increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees for health or safety reasons.
7. Set standards for service to the public.
8. Determine the locations, methods, means, and personnel by which operations are to be conducted.
9. Change or eliminate equipment or facilities.

ARTICLE V GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE V, SECTION 1 PURPOSE OF GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to secure at the lowest possible level a resolution of alleged violations of the Agreement. Both parties shall make an earnest and honest effort to resolve grievances expeditiously and in a cooperative manner.

ARTICLE V, SECTION 2 GRIEVANCE DEFINITION

A grievance is defined as a dispute by an employee or the Union concerning provision(s) of this Agreement or Policies and Procedures. Any grievance shall be in written form. The grievance shall refer to the specific provision of the collective bargaining Agreement or Policies and Procedures alleged to have been violated. It shall set forth the facts pertaining to the alleged violation.

An employee allegation that a demotion, discharge, suspension or other disciplinary action was unfairly imposed is subject to the State Universities Civil Service Statute and Rules, as well as the grievance procedure.

Grievants shall be permitted to attend their grievance hearings without loss of pay if the meeting is scheduled during working hours.

ARTICLE V, SECTION 3 STEPS

It is agreed that the steward and or foreman and the affected employee(s) will first discuss problems within the unit and attempt to settle the matter within the bargaining unit prior to accessing the formal grievance procedure.

The following procedure shall be adhered to when pursuing a resolution of a dispute:

- **STEP 1:** If the matter is not resolved informally within the unit within five (5) working days after the grievant makes a complaint, the grievant and or the Union shall orally present the grievance to the Assistant Director of the Physical Plant or a representative of that department. The Assistant Director of the Physical Plant or a representative of the department shall provide an oral response within five (5) days after such presentation.
- **STEP 2:** If the problem is not solved to the satisfaction of the employee after Step #1, and the employee wishes to pursue the matter, the employee and or Union representative shall have five (5) working days from the date of the Step #1 response to file a written grievance. The written grievance shall be presented to the Director of the Physical Plant or designee. The Director of the Physical Plant or a designee shall respond in writing within ten (10) working days.
- **STEP 3:** If the grievance is not resolved to the satisfaction of the grievant by the Director of the Physical Plant, the same written grievance along with the Step #1 and Step #2 responses shall be presented by the employee and or Union to the Director of Labor Relations or designee within five (5) working days after the Step #2 response. The Director of Labor Relations or a designee shall conduct a meeting on the grievance within ten (10) working days. The Director of Labor Relations or designee shall respond in writing within ten (10) working days after the meeting.

ARTICLE V, SECTION 4 ARBITRATION

If a grievance is not resolved with the Step #3 response, the written grievance may be referred by the Union to arbitration by notifying the Director of Labor Relations or designee in writing within five (5) working days after the receipt of the grievance Step #3 response. The

Director of Labor Relations or designee and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request Federal Mediation Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator who shall be notified of their selection.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. The Employer, employee or Union has the right to request the arbitrator to require the presence of witnesses and or production of documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The employee shall be allowed sufficient time with pay to attend the arbitration hearing. The expense and fees of the arbitrator and associated costs of the arbitration shall be shared equally by the parties.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from any provision of this Agreement. The decision of the arbitrator with respect to arbitrability and the disposition of the case shall be final and binding on the parties.

ARTICLE V, SECTION 5 WITHDRAWN GRIEVANCE

Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not filed or appealed within the designated time limits shall be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended in writing by mutual Agreement of the parties involved at that particular step.

ARTICLE V, SECTION 6 DISCHARGE/DEMOTION

If the Employer finds it necessary to initiate discharge or demotion proceedings against an employee covered by this Agreement, both the Union and employee shall be notified of the intent to discharge/demote. If during the processing of the discharge/demotion through the State Universities Civil Service System process, the employee wishes to protest such action, a grievance may be filed at Step #3 of the grievance system. The discharge/demotion proceeding shall not be finalized until the Civil Service System requirements have been met and the grievance, if one was filed, is responded to at Step #3, whichever is later. If a grievance is filed the University's response shall contain an outline of the options available to the employee with respect to further pursuit of the matter. If the grievance is denied and the discharge/demotion process is moved forward, the employee may:

- 1) Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System.
- 2) Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall constitute a waiver of any rights which either the employee or the Union might otherwise have had to use the grievance procedure of this collective bargaining Agreement with respect to said discharge.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

ARTICLE VI NO STRIKE OR LOCKOUT

ARTICLE VI, SECTION 1 NO STRIKE, WORK STOPPAGES OR SLOWDOWNS

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements, or controversies over hours, wages, and terms and conditions of employment, there shall be no strikes, work stoppages or slowdowns, or any other form of concerted job action during the term of this Agreement. No official or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

ARTICLE VI, SECTION 2 DISCIPLINE

The Employer has the right to discipline up to and including discharge, its employees for violating the provisions of this article in accordance with State Universities Civil Service System Statute and Rules.

ARTICLE VI, SECTION 3 NO LOCKOUT

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE VII LIMITATION OF AGREEMENT AND WAIVERS

ARTICLE VII, SECTION 1 RULES AND REGULATIONS

This Agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Civil Service System of Illinois, the Governance Documents of the Board of Trustees and Regulations of the State Universities Retirement Systems as they exist and or as they are from time to time amended.

ARTICLE VII, SECTION 2 PROVISIONS OF THIS AGREEMENT

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law or executive order of the president of the United States or the governor of Illinois or final adjudication by court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, rule, regulation, order or decision. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE VII, SECTION 3 PARKING PERMITS

The annual cost of parking permits, for personal vehicles, are determined by the Employer.

ARTICLE VIII BENEFITS

ARTICLE VIII, SECTION 1 BENEFIT TOPICS

The employees covered under this Agreement shall be entitled to the specific benefits identified for Non-Exempt Civil Service Staff in the Board of Trustees Governance Documents (Business Procedure Manual, Northern Illinois University Procedure 7-9, 7-10, 7-11, etc.) where not otherwise addressed or amended in this Agreement document.

These benefits topics include but are not limited to the following:

1. Vacation
2. Sick Leave

3. Workers Compensation
4. Holidays
5. Other Leaves of Absence
6. Educational Benefits
7. Transfer of Benefit Credits
8. Tax Deferred Compensation Plan
9. Retirement
10. Group Insurance
11. Unemployment Compensation
12. Transfer of Benefits
13. Tuition Contribution Program
14. Bereavement
15. Jury Duty
16. Military Leave

ARTICLE IX, SECTION 1 HOLIDAYS/UNIVERSITY CLOSURES

ARTICLE IX, SECTION 1 DESIGNATION OF HOLIDAYS

The University observes nine (9) holidays and, except in emergency situations or in order to maintain essential services, University facilities will be closed on these observed holidays and employees covered under this Agreement are not to report to work.

ARTICLE IX, SECTION 2 PAID HOLIDAYS

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for up to four (4) floating holidays and the following observed holidays as recognized on the approved University calendar:

- New Years Day
- Martin Luther King Day
- Memorial Day
- Juneteenth Freedom Day
- Independence Day
- Labor Day
- Election Day (As determined by the University, general election years only)
- Thanksgiving Day
- Christmas Day

In the event that work is required on any observed holiday, compensation will be at two (2) times the applicable rate of pay for all hours worked in addition to holiday pay.

ARTICLE IX, SECTION 3 FLOATING HOLIDAYS

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for up to four (4) floating holidays. In the event that work is required on any floating holiday, compensation will be at straight time the applicable rate for all hours actually worked, in addition to any holiday pay.

ARTICLE IX, SECTION 4 ADMINISTRATIVE CLOSURE DAYS

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay. In the event that work is required on any administrative or institutional closure day, compensation will be paid at the straight time rate of pay for all hours worked, in addition to any closure day pay

ARTICLE IX, SECTION 5 WEATHER/EMERGENCY CLOSURES

During a weather-related closure declared by the President or designee, employees that are required to report to work shall be compensated in accordance with Northern Illinois University weather closure policy for essential staff. Emergency or weather closures are not considered Administrative Closures.

ARTICLE X HEALTH AND LIFE INSURANCE, PENSION AND DISABILITY

ARTICLE X, SECTION 1 COVERAGE

During the term of this Agreement health and life insurance benefits shall be provided to members of the bargaining unit covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971.

ARTICLE X, SECTION 2 RETIREMENT, DEATH AND DISABILITY

Retirement, death and disability benefits shall be provided to all employees in accordance with applicable Illinois revised statutes.

ARTICLE X, SECTION 3 RELATED OPTIONAL BENEFITS

Related optional benefits (e.g. U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible University employees shall be available to employees covered by this Agreement in accordance with applicable Board and or University policies and guidelines.

ARTICLE X, SECTION 4 RETIREMENT

Should Northern Illinois University offer a Retirement Enhancement Plan during the term of the collective bargaining agreement along with new enrollment dates, it is understood that employees covered under this agreement who meet the qualifications and are granted early retirement under any Northern Illinois University Retirement Enhancement Plan will be eligible to participate in the plan under current regulations as established by the University and as may be amended from time to time. If approved and granted, additional payouts received by the employee will be regenerated by means of the University delaying filling the vacancy created within the bargaining unit for a period of time to cover the additional payout.

ARTICLE XI HOURS OF WORK, OVERTIME

ARTICLE XI, SECTION 1 WORKWEEK, WORKDAY

Bargaining unit employees shall normally be scheduled to work eight (8) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m. on Monday through Friday with a one-half (.5) hour unpaid lunch period.

Eight (8) hours constitutes a workday, and forty (40) hours constitute a workweek.

Starting times may be changed up to two (2) hours by mutual Agreement of the Employer and the Union. Overtime will be paid on the basis of eight (8) hours per day and forty (40) hours per week.

Upon request by either party, alternative schedules may be discussed in the instance of a financial crisis or budgetary problem. Upon joint approval, hours of work may be altered or adjusted to avoid scheduled layoffs.

ARTICLE XI, SECTION 2 SECOND SHIFT WORK

Bargaining unit employees may be assigned to work the second (2nd) shift. The second (2nd) shift shall normally be scheduled to work eight (8) consecutive hours between the hours of 4:00 p.m. and 12:00 a.m. on Monday through Friday. Eight (8) hours constitute a work day and forty (40) hours shall constitute a work week. Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union.

Bargaining unit employees assigned to work the second shift shall be provided a half hour (0.5 hour) paid lunch period to be taken during their regularly scheduled eight (8) hour shift.

ARTICLE XI, SECTION 3 OVERTIME PAY

All overtime on Monday through Saturday shall be paid at one and one-half (1.5) times the regular straight-time rate of pay.

All other work performed on Sundays shall be paid at double the regular straight time rate of pay.

ARTICLE XI, SECTION 4 REST PERIODS

Employees are permitted a rest period not to exceed fifteen (15) minutes during the first half of their work shift, and fifteen (15) minutes during the second half of their work shift. The rest period is to be preceded and followed by an extended work period.

ARTICLE XI, SECTION 5 CALL BACK

When an employee is called to work for an unscheduled assignment outside of the regular workday when work has been completed and the employee has left the University, the employee shall be compensated for a minimum of two (2) hours of two and one half (2.5) times the journeyman rate of pay for the first hour of work. After the first hour of work, all work performed shall be paid at the two (2) times the journeyman rate of pay.

ARTICLE XII OVERTIME DISTRIBUTION AND EQUALIZATION

ARTICLE XII, SECTION 1 OVERTIME DISTRIBUTION

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees covered by this Agreement. All scheduled overtime noncontiguous to an employee's regular shift or overtime scheduled on an employee's regularly scheduled day off shall be scheduled for a minimum of four (4) hours at the applicable rate.

ARTICLE XII, SECTION 2 OVERTIME IN ACCORDANCE WITH SENIORITY

Overtime shall be in accordance with an equalized number of hours covering all employees as determined by the foreman or other administrator.

If all employees available to work the overtime hours decline the opportunity the Employer shall assign the overtime in reverse seniority order: The least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all needed employees have been required to work, at which time the process shall repeat itself.

ARTICLE XII, SECTION 3 EQUALIZING THE DISTRIBUTION OF OVERTIME

For the purpose of equalizing the distribution of overtime, an employee who is offered overtime but declines an overtime assignment shall be deemed to have worked the hours assigned. It is understood that no employee is relieved from the obligation to work overtime if operations require it. It is also understood that exceptions may be made in cases of emergency or if the

foreman or the Director of the Physical Plant or his representative determine that the senior eligible employee is not fully qualified to perform the work.

ARTICLE XIII WORKING OUT OF TOWN

ARTICLE XIII, SECTION 1 PERSONAL VEHICLE/TRAVEL PAY

When employees are sent outside the jurisdiction covered by the Agreement, transportation expense will be paid by the Employer and room and board will be paid by the Employer if the employees are required to remain away from home overnight.

Such payment is restricted to those charges and amounts as authorized for payment in Travel Regulations for State Employees as published by the Illinois Travel Regulation Council. Employees will be compensated for such travel and out-of-town work in accordance with the provisions of the Fair Labor Standard Act as it pertains to government employees. Unless agreed to by the employee, bargaining unit members shall not be required to use their personal vehicles for travel outside the jurisdiction of this Agreement.

ARTICLE XIV CONTRACTING WORK

ARTICLE XIV, SECTION 1 SUBCONTRACTING/EXTRA HELP

The Employer will not subcontract work normally performed by bargaining unit employees nor employ “extra help” carpenters, as defined by the State Universities Civil Service System (SUCSS), if any bargaining unit employees are on layoff or any employees are on a schedule less than the workweek defined herein. Per SUCSS, “extra help” carpenters do not accrue any seniority.

ARTICLE XIV, SECTION 2 EXTRA HELP

1. Both parties agree to the use of nonstatus “extra help” carpenters during periods of heavy workloads as determined by the Employer. All “extra help” carpenter positions shall be established and employed in accordance with the State Universities Civil Service System Statute and Rules. Extra help employees may be asked to work scheduled overtime when the work is created by a specific project which the extra help employee has been assigned as their primary duty or responsibility.
2. Such “extra help” carpenters shall be referred for employment from the appropriate craft hall with final approval for appointment residing solely with the Employer. As with status positions represented by this unit, salaries for these nonstatus employees shall be defined according to prevailing rate guidelines outlined in ARTICLE XXII, SECTION 1 of the Collective Bargaining Agreement. With respect to these nonstatus positions, the Employer retains all rights designated and implied by ARTICLE IV of the current Collective Bargaining Agreement including the right to determine the duration of appointment attached to each of these positions.
3. In accordance with University policy, “extra help” carpenters shall not receive any University benefit including, but not limited to, vacation, sick leave, holidays (unless required to work), administrative closures, educational benefits, tax deferred compensation plans, retirement, group insurance, tuition waiver/reimbursement, bereavement leave, military leave, and jury duty pay.
4. For each “extra help” carpenter employed, the Employer agrees to contribute the appropriate and stipulated Employer amount to the external pension, annuity, and

health/welfare trust fund. These amounts shall be based on the total hours worked by each “extra help” carpenter or on the total accumulated hours worked by all “extra help” carpenters in this unit only. Hours worked by regular status employees represented by this unit shall not be used in the calculation of Employer contributions to these trust funds.

5. In accordance with State University Retirement System regulations, time served in this capacity as “extra help” shall not be eligible for accrual under that System since these employees actively continue to participate in external pension programs.
6. To the extent provided for in the specific Participation Agreement, the Employer agrees to administer participation and payment protocols in accord with the standards set forth.
7. Both parties acknowledge also that the content and administration of this section shall be in accordance and consistent with the rules and regulations of the State Universities Retirement System, State Universities Civil Service System, and all other applicable federal or state laws. Any provision that is declared inconsistent with applicable statutes shall be null and void.
8. It is understood that the addition of this section does not provide the Board of Trustees at Northern Illinois University the right to negotiate wages and conditions of the external Collective Bargaining Agreement negotiated with area contractors.

ARTICLE XV LABOR MANAGEMENT CONFERENCES

ARTICLE XV, SECTION 1 LABOR/MANAGEMENT CONFERENCE

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and Employer representatives.

Such meetings may be requested at least five (5) days in advance by either party by placing in writing a request to the other for a Labor Management Conference and expressly providing the agenda for such meetings. Such meeting and locations shall be mutually agreed to before being held and the purpose of any such meeting shall include but not be limited to:

- a) Discussing the implementation and general administration of this Agreement
- b) Sharing general information of interest to the parties

ARTICLE XV, SECTION 2 EMPLOYEE ATTENDANCE

Two Employees from the NIU Carpentry Shop shall be provided paid release time from their regular work hours to attend and participate in all contract negotiations. However, the employee must give reasonable notice to the supervisor of the intended absence and the supervisor may grant such time consistent with the operating needs of the University.

ARTICLE XVI SENIORITY

ARTICLE XVI, SECTION 1 SENIORITY DEFINITION

Seniority pertains to length of service in a classification. The accrual and application of seniority shall be according to the seniority provisions of the State Universities Civil System Statute and Rules.

ARTICLE XVI, SECTION 2 SENIORITY LISTS

The Employer will provide current seniority lists that will be revised annually showing each employee’s seniority and relative position.

ARTICLE XVI, SECTION 3 PARTIAL LAYOFFS

Nothing in this article shall prevent the Union and the Employer from mutually agreeing to a program of spreading the work within the bargaining unit in the event of a scheduled layoff of one (1) or more employees within the unit.

ARTICLE XVI, SECTION 4 LAYOFF AND RECALL

When making a reduction in the number of employees due to lack of work and when recalling employees the following procedures shall govern:

- a) Probationary employees will be laid off first, then employees with the least seniority.
- b) Recall of employees will be in order of seniority.

ARTICLE XVII POSTING OF JOB OPENINGS AND VACANCIES

ARTICLE XVII, SECTION 1 OPENINGS WITHIN THE BARGAINING UNIT

When job openings or vacancies occur within the bargaining unit or when new positions are created within the unit, the Employer shall post a notice on all bulletin boards where notices to employees are normally posted for a minimum period of three (3) calendar days prior to initiation of procedures to fill the job.

ARTICLE XVII, SECTION 2 OPENINGS OUTSIDE OF THE BARGAINING UNIT

Non-bargaining unit openings are posted in the campus Human Resource Services. Bargaining unit employees who possess the minimum qualifications required for these positions are eligible to take the examinations required to be placed on the register for these positions.

ARTICLE XVII, SECTION 3 AWARDING OF POSTED JOBS

The posted jobs will be awarded pursuant to the provisions of Civil Service Statute and Rules.

ARTICLE XVIII EMPLOYER TOOL & MATERIAL RESPONSIBILITY

ARTICLE XVIII, SECTION 1 EMPLOYER'S TOOLS

The University shall provide employees with all power tools necessary to complete their assigned duties. The University shall replace personal broken tools where such damage is a direct result of the performance of assigned duties. All journeyman carpenters will have in their possession all necessary hand tools to complete all typical carpenter assignments as directed.

ARTICLE XIX SAFETY

ARTICLE XIX, SECTION 1 LAWS CONCERNING THE SAFETY OF EMPLOYEES

In order to have a safe place to work, the University agrees to comply with laws applicable to its operations concerning the safety of employees covered by this Agreement.

ARTICLE XIX, SECTION 2 SUITABLE PLACE TO EAT AND CHANGE CLOTHES

The Employer agrees to provide a suitable place to eat and change clothes. It shall be heated in the winter and large enough to accommodate employees and their tools.

ARTICLE XIX, SECITON 3 TRAINING

The Employer shall encourage additional training in the carpenter field and in accordance with current University policy.

The Employer will be responsible for training all employees on any carpentry systems installed in new or existing buildings at any Northern Illinois University facilities.

ARTICLE XX WORK JURISDICTION

ARTICLE XX, SECTION 1 WORK JURISDICTION

All carpenters work normally performed at all Northern Illinois University facilities within the jurisdiction of this Agreement shall be performed by employees covered by this Agreement.

The definition of carpenter work will conform to the jurisdiction given to the Mid-America Carpenters Regional Council Local Union No.790 by the American Federation of Labor and the Congress of Industrial Organizations, or as defined in the collective bargaining Agreement between the Mid-America Carpenters Regional Council Local Union 790 Rock Falls and the Independent Contractors of DeKalb, Sycamore and Rochelle under scope of work.

This Agreement covers all work for all branches of the trade as set forth in the Constitution of the United Brotherhood of Carpenters and Joiners of America except that work as set forth and covered under the Millwright and Heavy and Highway Agreements and includes, but is not limited to the milling, fashioning, joining, assembling, erection, fastening, dismantling or deconstruction of all material of wood, plaster, metal, fiber, cork and composition, and all other substitute materials; the manufacturing of all materials where the skill, knowledge and training of the Employees are required, either through the operation of machine or hand tools; Carpenters and Joiners, Pile Drivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen, Core Drillers; Shipwrights, Boar Builders, Ship Carpenters, Joiners, Caulkers, Cabinetmakers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers, and Finishers, Asbestos Removal and related work, Shinglers, Siding Installers of materials made of wood, plastic, metal, fiber, cork, composition, cement panels, brick and stone; Insulators, Spray Foam Applicators, Acoustic and Dry Wall Applicators; Garage and Rolling Shutter Door Installers; Refrigeration Panel and Insulated Metal Panel Installers, Bathroom Accessory and Toilette Partition Installers, installation of gym equipment bleachers and lockers made of wood, plastic, metal, fiber and composition; Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Casket and Coffin Makers; Jobsite and Modular trailer setting, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Box Makers, Railroad Carpenters, Scaffold Builders, and Car Builders; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling, or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work, builder's levels, transits and construction lasers, incidental to the trade. The handling of material, staging products and materials to be installed, site preparation and cleanup. When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

Employees in the bargaining unit will perform all work assigned by the Employer.

This contract shall apply to all the subdivisions of the trade in its entirety and without limitation. The parties understand that it is an impossible task to spell out in complete detail the work for the bargaining unit. Accordingly, even though specific work may not be specifically spelled out above, it will, nevertheless be considered as and treated as part of the bargaining unit work if it is traditionally work of the Carpenters.

The jurisdiction of work assigned to journeyman Lathers and Apprentices is as follows: erecting, constructing, installing and completing of all light iron construction, furring; making and erecting of brackets, clips and hangers; wood, wire and metal lath; plasterboard or other material

which takes the place of same to which plaster or acoustical material is adhered; corner beads, all floor construction; arches erected for the purpose of holding plaster, cement, concrete or any other plaster or acoustical material.

All carrying bars, perlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, naillock, screwlock, pomerooy, T-Bar, H-Bar, Z-Bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule Trucson, or other trade names of metal studs, and all other types of light iron or metal studs, no matter what the manufacturer, when such studs are to receive a dry wall finish, such as gypsum board, wall board, head walls, wooden paneling, etc., or when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath and plaster or acoustical materials.

The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hyrib lath, and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plaster or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, and all other appurtenances connected therewith.

The tying, nailing, clipping, or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxlinum board, bishopric celotex, gypsum lath, rock lath, sheetrock or any other types of material erected to receive or hold plaster or acoustical material.

The erection of any and all mechanical acoustical systems such as Cupples, Economy, Fiberglass, Jackson, Reynolds, Aluminum, Securitee, Interlock Grid, or any other type or kind which takes the place of same to which acoustical material is attached or adhered.

The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, stop or screed for plaster material.

The unloading, handling, setting, leveling, and including the erection of racks, shelving, metal trim, and kick plates, of all walk-in coolers and refrigerated cases.

Installation of reinforced concrete construction and concrete forming including Sonotube type forms.

The installation and repair of all door jambs or door frames constructed of wood, metal, or any other material that any type of door will be attached to. The attachment of the door and all hardware required to do so, or, as well as all door hardware such as locks, panic bars, closures, or any other related hardware to make the door functional including accordion type room dividers. The above work shall also include the removal or replacement of such items.

Installation of all office furniture including signage or placards.

Installation of playground equipment and wooden fence erection.

All installations, erection, and connection of, but not limited to, building integrated photovoltaic arrays, solar shingles, ground mount systems (commercial, industrial, and residential), roof mount systems (commercial, industrial, and residential), and utility scale ground mount systems (shade structures, self-supporting structures, parking structures, awning structures) solar panels, arrays, modules, concentrating panels, flat panels, photovoltaic panels, including their supporting structures, shade structures, stand alone, etc., both on and off shore. Structural upgrades to buildings or roof systems, including but not limited to, installation or replacement of joists, purlins, beams, laminated beams, ledger bolts, ledgers, expansion joints, sheeting, and applying or replacing of roofing materials.

The Carpenters work involved with these systems include, but are not limited to

excavation, layout, benchmarks, digging footings, setting footings, setting of all forms, placement of concrete, blackouts, templates for bolts, lift points, knee braces, cross braces, stripping of forms, rigging, erection of structures (metal, steel, alloy, wood, plastic, or any substitute material or composite), setting, plumbing and aligning, welding, drilling, cleaning, and caulking.

In addition, but not limited to, setting and placing towers, columns, pedestals, cross members, setting ballast systems, placing and setting blocks, sleepers, setting framework and supports (plastic, metal, wood, or any substitute material or composite), setting of steel trackers supports and tracker racking, setting of single and dual axis tracking systems, dual axis trackers, dual tracking towers, drive systems and gears, generators, hydraulics and inverters, connection of panels to framework or each other, connection of plug and play components, installation of multi service raceways, installation of mounts, shoes, or pads.

Affixing of all materials with nails, bolts, screws, adhesive, or any new methods of connection, adhesion or joining.

In addition, but not limited to, use of all recognized tools and equipment of the trade on new construction, repair, modifications, or maintenance work, including but not limited to all moving of machinery, materials, or equipment, making of skids and crates, skidding and unskidding, crating and uncrating; installation of lubrication and/or hydraulic lines or piping and also provide the site maintenance of such systems including but not limited to panel cleaning, replacement / repair, and servicing / lubrication as may be needed.

Included for jurisdictional purposes is the territory assigned as the scope of work for Lather members of the Union. This scope has been assigned to the Carpenters and Joiners International Union and is recorded for viewing with the Union.

The installation of all piling for structures of all types whether of wood, metal, or concrete. The installation of all sheet piling and bracing of same. The installation of all shoring, underpinning and lagging. The installation of all caissons. The removal of all materials pertaining to Pile Drivers work. The fabrication, erection, stripping, and dismantling of all concrete forms whether of wood, metal, or composition materials for structures of all sorts. This includes, but is not limited to footing forms, wall forms, foundation forms of all descriptions, forms for concrete floors, beams and columns including shoring thereof, screeds, bulkheads, the setting of all anchor bolts, and any rigging thereof. The fabrications, erecting and dismantling of all falsework. The rigging, setting, fastening, aligning, leveling and bracing of all precast concrete members. The placement of wooden or concrete sound barriers. The erection of all prefabricated components whether manufactured on the job site or in a manufacturing plant. The handling and unloading of materials related to all divisions and subdivisions of the trade.

ARTICLE XX, SECTION 2 COMMERCIAL CONSTRUCTION DEFINED

Commercial construction is herein defined as all work in connection with construction, alteration, and/or repair on a structure which is not considered a personal dwelling. Any structure built and/or maintained by partnership or corporation (such as senior assisted living buildings, nursing homes or any medical facility requiring a license to operate) will be considered commercial under the terms of this Agreement. A mixed-use building shall be regarded as commercial construction.

ARTICLE XX, SECTION 3 WOOD AND RESILIENT FLOOR LAYERS AND FINISHERS; CARPET LAYERS AUTONOMY

The Floor Layers autonomy is as follows: Cutting and/or forming of all materials, whether on job sites or in shop, in preparation for installing on floors, walls, stairs, ceiling, fixtures,

furnishings, or exterior applications on structures, patios, pool perimeters, areaway, all other like or similar applications such as simulated turf.

Installation of all resilient floor, wall, ceiling and simulated turf materials to include cork, linoleum, rubber, asphalt, mastipave, vinyl, metal, plastic, ceramic type and all other similar materials in sheet, interlocking, tile, pre-formed, or seamless compound form of liquid, plastic, epoxy, urethane, or materials of like nature.

Installation of carpets, carpet tiles, rugs, or runners and cutting or fitting of same whether installed by tacked, tack less, glue-down, self adhering, any manner of tape adhesion, stapled or loose lay method on wood, concrete, plaster, steel, plastic or base of like or similar composition.

Installation of all lining felt, carpet pad, underlayment compositions, matting, linen crash and/or like or similar materials.

Installation of all resilient type and carpet type materials on floors, walls, stairs, ceiling, fixtures, furnishings or exterior applications, on structures, patios, pool perimeters, area ways, all other like or similar applications and as simulated turf on lawns, golf courses and/or like area. The take-up and relaying of all materials in aforementioned jurisdiction.

All machine and/or hand seaming of materials in aforementioned jurisdiction, whether accomplished by hot iron, cemented, cemented tape, tacked, stapled or sewed method, on job site or in shop.

All machine and/or hand binding and serging whether performed on job sites or in shop.

Drilling of all holes for sockets and pins. Drilling of holes, insertion of dowels and placing of slats. Installation of all metal, rubber, vinyl, wood and/or plastic trim and accessory materials pertaining to all work covered by aforementioned jurisdiction regardless of method of securing and/or fastening.

Removal of all old material which is to be replaced by material or materials in aforementioned jurisdiction. Sanding and necessary preparation of all surfaces to be covered by material in aforementioned jurisdiction, whether performed by hand or machine.

The spreading of all adhesives and priming of all surfaces receiving materials listed in aforementioned jurisdiction. The handling, distribution, and unpacking of all materials listed in aforementioned jurisdiction.

The term "Drapery" shall include the handling, fitting, measuring, and installation of fixtures and other hardware for same.

The term "Shades and Venetian Blinds" shall include all manner of making, measuring, repairing, sizing, handling, and installation of necessary fixtures and hardware for same. Work coming under the jurisdiction of aluminum siding applicators shall consist of the application of the application of all aluminum and composition siding coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America

No employee shall be permitted to do any piece work or work on a yardage basis or squareage basis. No linoleum or carpet layer, draper, shades and venetian blind or siding applicator shall be permitted to use his automobile unreasonable for the purpose of transporting EMPLOYERS tools or materials from the shop to the job or from one job to another.

All hand tools necessary for completing a floor or wall shall be furnished by employees such as: knives, under-scribers, rollers, tile cutters, kickers, stretchers, hand saws and all related items.

All power equipment such as: electric saws, electric drills, power cutters, electric seam cutters, and all such related items shall be supplied by the EMPLOYER.

ARTICLE XX, SECTION 4 JURISDICTIONAL DISPUTES

In the case of jurisdictional disputes arising between representatives of this Union and those of other unions, it is understood that such differences shall be settled between the unions concerned

without any work stoppage and that the Employer will not make any changes in any already established work assignment practices pending resolution of the dispute. The Employer will honor the resolution reached by the disputing unions to the extent permitted by law and the other provisions of this Agreement.

ARTICLE XX, SECTION 5 HANDLING OF TOOLS, MACHINERY, APPLIANCES AND ALL MATERIALS

The handling of tools machinery, appliances and all materials necessary in the performance of the work covered by this Agreement shall be done by the employees covered hereunder.

ARTICLE XXI PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

ARTICLE XXI, SECTION 1 PERIOD COVERED

This Agreement shall take effect upon ratification/approval of both parties and shall remain in effect through June 30, 2029, unless otherwise specifically provided for herein. It shall continue in effect from July 1 through June 30 of each year thereafter; unless either party gives the other written notice of the desire to re-open negotiations. Such notice is to be by certified mail and shall be addressed to Northern Illinois University, Director of Labor Relations Office of General Council, 334 Altgeld Hall, DeKalb, Illinois 60115 no earlier than one hundred twenty (120) days and no later than sixty (60) days prior to the expiration of this Agreement.

ARTICLE XXI, SECTION 2 COMMENCEMENT OF NEGOTIATIONS

The party giving notice of a desire to modify this Agreement shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The party receiving said notice may propose additional changes in the Agreement in writing.

ARTICLE XXI, SECTION 3 MUTUAL CONSENT

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced in writing, state the effective date thereof, and be approved and executed in the same manner as this Agreement and submitted to the Mid-America Carpenters Regional Council and the Director of Labor Relations or designee at Northern Illinois University.

ARTICLE XXII WAGES

ARTICLE XXII, SECTION 1 HOURLY WAGES

Wage rates for bargaining unit members shall be defined as the prevailing rate of wages as posted by the Illinois Department of Labor for DeKalb County, Illinois for the classifications covered under this Agreement and administered in accordance with the State Universities Civil Service System Statute and Rules. The University will accept being notified of the website posting of IDOL prevailing wage rate changes from the Union, however, particularly in the case of increases, the Union must provide those notifications within a reasonable period of time after the posting. The change in rates will be effective though on the effective date set forth by the IDOL.

ARTICLE XXII, SECTION 2 EFFECTIVE DATE OF WAGES

All wages stipulated in this collective bargaining Agreement become effective at 12:01 a.m. on the dates specified.

ARTICLE XXII, SECTION 3 FOREMAN REQUIREMENTS

One Foreman shall not supervise more than ten (10) men. A second foreman will be added when eleven (11) carpenters, excluding foreman, are employed. If twenty-one (21) or more carpenters, excluding foreman, are employed a third foreman will be assigned.

ARTICLE XXII, SECTION 4 SUBSTITUTE FOREMAN

Should a foreman be absent, the senior foreman shall designate a carpenter who is permanently employed at the Northern Illinois University Carpenter Shop and who has successfully passed the foreman's test to assume the duties of the absent foreman. This is not a permanent assignment, and shall be shared equally among those qualified on a rotating basis. The substitute foreman shall be paid prevailing carpenter foreman wage rate. The substitute foreman shall receive the substitute foreman rate of pay only while he has been appointed by the senior foreman to assume the duties of an absent foreman.

ARTICLE XXII, SECTION 5 EMERGENCY REASSIGNMENT

Employees, in any emergency situation, may be temporarily assigned to duties outside their current classification on a voluntary basis. In the event the Employer does not get enough Volunteers, they may go in reverse seniority to fill the vacancies of manpower needed. Should the classification carry a higher rate of compensation, the higher rate of compensation shall be paid for all work performed for the entire period of the assignment. Their assignment will not reduce the Employees wages.

ARTICLE XXIII DUES DEDUCTION

ARTICLE XXIII, SECTION 1 UNION DUES DEDUCTION

Upon receipt of written and signed authorization card from an employee the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein and shall remit such deductions monthly to the financial secretary of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues in writing at least six(6) months prior to its effective date. Union dues as currently determined by the Mid-America Carpenters Regional Council Executive Board.

ARTICLE XXIII, SECTION 2 AUTHORIZATION FOR CHECKOFF OF UNION DUES

Upon receipt of written authorization from an employee, the Employer agrees to deduct from wages any dues or assessments in the amount lawfully required by the Regional Council and also to submit such dues or assessments to the Mid-America Carpenters Regional Council.

Employees may only revoke this authorization by providing written notice to the Employer.

ARTICLE XXIII, SECTION 3 INDEMNIFICATION

The Union agrees to hold harmless and indemnify the University against liability resulting from the process of dues and or fees collection from employees and subsequent transfer to the Union.

ARTICLE XXIV AMERICANS WITH DISABILITIES ACT

ARTICLE XXIV, SECTION 1 COMPLIANCE

The Employer agrees to notify the Union when accommodations are required within the

bargaining unit with respect to federal legislation summarized under the Americans With Disabilities Act and Illinois Public Act 87-955. Further, the parties agree to discuss the issues of accommodation as would be affected by the provisions of the collective bargaining Agreement and the Illinois Educational Labor Relations Act.

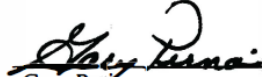
731
732
733
734

IN WITNESS WHEREOF:

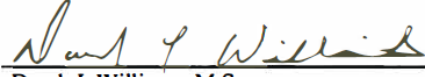
The parties hereto have executed this Agreement by their duly authorized officers and representatives this _____ day of _____, _____.

MID-AMERICA CARPENTERS REGIONAL
COUNCIL

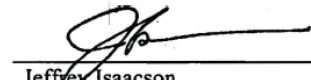
NORTHERN ILLINOIS UNIVERSITY
334 ALTGELD HALL
DE KALB IL 60115



Gary Permar
Executive Secretary-Treasurer



Darek L. Williams, M.S.
Chief Negotiator
Assistant Director of Employee & Labor
Relations



Jeffrey Isaacson
President

John Acardo
Digitally signed by John Acardo
Date: 2023.09.07
10:52:01 -05'00'

John Acardo, Senior Associate Vice President
& Chief Human Resources Officer

CHESSICK PRACTICE CENTER AND YORDON ACADEMIC AND ATHLETIC PERFORMANCE CENTER ACQUISITION APPROVAL

Summary: The Yordon Academic and Athletic Performance Center and the Chessick Practice Center were constructed through arrangements with the NIU Foundation. Due to the combination of donation and financed funding, ownership of the buildings has remained with the Foundation. Financed debts on the buildings were completed in 2017 and 2021, respectively. The NIU Foundation has expressed its interest in conveying ownership of each of these buildings to the university at no cost for the transfer of title and interests in these facilities.

The university is desirous of accepting ownership of the Yordon Academic and Athletic Performance Center and the Chessick Practice Center. This would allow the university to own, program, operate and manage these facilities similar to all other buildings on the campus.

Pursuant to Board of Trustees *Regulations*, Section VI, Subsection A, Paragraph 2., Subparagraph a. Acquisitions, the university seeks approval from the Board of Trustees for the acquisition of the Yordon Academic and Athletic Performance Center and the Chessick Practice Center, subject to successful negotiation of appropriate acquisition agreements with the NIU Foundation for the transfer of title and interests in each respective Center. Such acquisition agreements shall be executed pursuant to Board of Trustees *Regulations*, Section VI, Subsection A, paragraph 3.

Background: The Yordon Academic and Athletic Performance Center was constructed around 2006 for a cost of approximately \$11.7M. While the majority of the construction costs were covered by donations, approximately \$1.2M was required to be financed. This financing cost was incrementally repaid to the NIU Foundation through a leasing agreement. Operating costs for the building have been funded by the University since construction was completed.

Similarly, the Chessick Practice Center was constructed by the NIU Foundation in 2013 for a cost of approximately \$12.7M. While the majority of construction costs were covered by donations, approximately \$2.3M was required to be financed. This financing was incrementally repaid to the Foundation through a leasing agreement. Operating costs for the building have been funded by the University since construction was completed.

The university has been managing both centers on a day-to-day basis through agreements between the university and NIU Foundation. As such, the university is familiar with the physical and structural condition of each Center. In addition, each Center provides critical mission and operational support for the university's academic and athletic functions.

Funding: This transaction does not require funding.

Recommendation: The University requests Board approval for the acquisition of the Chessick Practice Center and Yordon Academic and Athletic Performance Center, subject to negotiation and execution of appropriate acquisition agreements between the university and NIU Foundation.

GRADUATE SCHOOL UPDATE

Kerry Wilks, Dean of the Graduate School and Associate Vice President of International Affairs will give an update on the state of the Graduate School and international students.

COMMUNITY COLLEGE TRANSFER UPDATE

Alicia Schatteman, Vice Provost for Academic Affairs will provide an update on community college transfer enrollment, partnerships, and strategies for being a transfer-friendly institution.

BOARD OF TRUSTEES 2024 MEETING DATES APPROVAL

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

March 21	3 rd Thursday
June 20	3 rd Thursday
September 19	3 rd Thursday
December 12	2 nd Thursday

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

BOARD OF TRUSTEES 2024 COMMITTEE MEETING DATES

Executive Committee

Academic Affairs, Student Affairs and Personnel Committee

Finance, Audit, Compliance, Facilities, and Operations Committee

Research and Innovation, Legal and Legislative Affairs Committee

February 15	3 rd Thursday
May 9	2 nd Thursday
August 22	4 th Thursday
November 7	1 st Thursday

All Board of Trustees Committees will convene in the Board of Trustees Room, beginning at 8:30 a.m. unless indicated differently in future meeting notifications.