MEMORANDUM OF UNDERSTANDING

Regarding Federally Funded Awards

Between

NORTHERN ILLINOIS UNIVERSITY

And

NIU TENURED AND TENURE-TRACK UNIT, UNITED FACULTY ALLIANCE, UNIVERSITY PROFESSIONALS OF ILLINOIS, LOCAL 4100, IFT, AFT, AFL-CIO

This is a memorandum of understanding (MOU) between United Faculty Alliance/University Professionals of Illinois Local 4100, IFT, AFT, AFL-CIO (hereinafter, the Union), and the Board of Trustees of Northern Illinois University (hereinafter, the Employer).

Collectively, the Employer and the Union shall be known as the Parties.

**Purpose**

The Parties acknowledge that since January 20, 2025, the current federal administration has made unprecedented changes in policy including (but not limited) to:

* cuts to federal grant funding for academic research;
* elimination of some active grants;
* cancelation of pending grants recommended for funding by federal agencies;
* removal of data that previously had been publicly available;
* removal of access to data that had previously been publicly available, and
* removal of the records of who had received federal grants for academic research.

These changes have had and continue to have significant negative effects on academic research. The changes also may affect opportunities for professional service (see Article 12.4.c of the collective bargaining agreement [CBA] between the Parties). All of these changes may have significant effects on bargaining unit members working to obtain tenure and/or promotion. This MOU addresses some of the effects.

**1 - Loss of Federally Funded Awards**

In any and all cases in which an untenured bargaining unit member who had been awarded a federal grant, contract, memorandum of understanding, fellowship, cooperative agreement, or a sub award (collectively, “award”) with a prime sponsor being a federal agency, as confirmed by Sponsored Programs Administration (SPA), and had the award rescinded due to an Executive Order (E.O.) or agency policies revised after the award started and not related to research misconduct or Principal Investigator (PI) mismanagement (as confirmed by SPA), the bargaining unit member may request from the Employer one (1) additional year to earn tenure. The Employer shall grant the request upon confirmation by the Department/ School Personnel Committee that the loss will have a significant impact on the tenure timeline due to the magnitude of the award lost in the context of disciplinary norms.

**2 - Loss of Federal Data and/or Loss of Access to Federal Data**

**2.1**

In cases in which the research of an untenured bargaining unit member depends, to a significant degree, on data collected and/or maintained by the federal government, and the data are no longer available and/or the bargaining unit member no longer has access to the data after January 19, 2025, the bargaining unit member may request one (1) additional year to earn tenure.

**2.2**

In these cases, if the bargaining unit member requests an additional year to earn tenure, the Department/ School Personnel Committee of the tenure home of the bargaining unit member shall determine if the bargaining unit member no longer has access to the data and whether this loss warrants an additional year to earn tenure. The determinations of the Department/ School Personnel Committee shall be communicated in writing (email is sufficient) to the Chair/Director. If the Department/ School Personnel Committee recommends one (1) additional year to earn tenure and the Chair/Director concurs, the Chair/Director shall communicate in writing (email is sufficient) to the Provost the recommendation that the bargaining unit member should receive one (1) additional year to earn tenure. If the Department/ School Personnel Committee recommends one (1) additional year to earn tenure and the Chair/Director disagrees, the Chair/Director shall also communicate and justify this result in writing (email is sufficient) to the Provost.

**2.3**

Upon receiving the communication as specified in 2.2, the Provost shall determine whether to grant the bargaining unit member an additional year to earn tenure. The Provost shall communicate that decision in writing (email is sufficient) to the bargaining unit member, the relevant Dean, and the relevant Chair/Director.

**2.4**

The decision of the Provost in 2.3, or of the Chair/Director, or of the Department/School Personnel Committee in 2.2 shall not be subject to any appeal process or to the grievance process in the CBA.

**3 - Grant-Funded Publication Expenses**

In instances in which a bargaining unit member received a federal award (as confirmed by SPA) in which the budget for the grant included page charges and/or open access fees, and had the award rescinded due to an E.O. or agency policies revised after the award started and, not related to research misconduct or PI mismanagement (as confirmed by SPA), the Employer shall pay all invoiced page charges and/or open access fees up to the budgeted amount in the award budget. This payment does not preclude the bargaining unit member exercising their rights to request funds from other Employer sources to close shortfalls beyond the budgeted amount in the canceled grant.

 **4 - Financial Compensation for Delay in Earning Tenure**

For any bargaining unit member granted an extension to earn tenure, as specified in sections 1 or 2 of this MOU, who subsequently earns tenure, the Employer shall make a one-time lump-sum payment of $4,000 to the bargaining unit member on the date tenure starts.

**5 - For Department Personnel Committees and School Personnel Committees**

**5.1**

Nothing in this MOU shall be construed as interfering with shared governance bodies in their decisions on: third-year review, tenure, promotion, or annual evaluations.

**5.2**

The Parties encourage Department/ School Personnel Committees in evaluations of bargaining unit members (including evaluations for tenure, promotion, annual evaluations, and the third-year review) to take into account the effects that changes in federal policy that went into effect after January 19, 2025, have had on scholarship, artistry, or librarianship as well their opportunities for service.

 **5.3**

If a bargaining unit member believes that they have lost an opportunity for research/librarianship/artistry and/or an opportunity for service in a professional organization due to changes in federal policy since January 19, 2025, they may submit documentation of said lost opportunity(ies) to the appropriate Personnel Committee. The Personnel Committee makes the final determination as to whether the bargaining unit member has provided sufficient documentation. For instances in which the Personnel Committee deems the documentation sufficient, the Parties encourage these Personnel Committees to credit the activities as if they had been completed.

**6 – For Departments, Schools and Colleges**

Where appropriate and where possible, the Parties encourage Departments, Schools, and Colleges to consider making temporary amendments to their tenure and promotion processes as well as to their annual evaluation processes, as allowed in shared governance documents, to take into account the effects on scholarship, artistry, or librarianship as well their opportunities for service, due to changes in federal policy.

**7 – Duration**

This MOU shall expire on June 30, 2026. This MOU may be a subject of bargaining during negotiations.

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For the Administration For the Union

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Date Date