

CONFIDENTIAL MEMORANDUM

To: Board of Trustees and President Gloria J. Gibson

From: Natalie Brouwer Potts, Title IX Coordinator

Date: August 4, 2020

Re: Title IX Overview: Interim Sexual Harassment Policy

On May 6, 2020, the U.S. Department of Education's Office of Civil Rights (OCR) released its Final Rule (new regulations) under Title IX of the Education Amendments of 1972 (Title IX). The new regulations are 2,033 pages in length, and have been supplemented by several formal OCR webinars. In order to timely comply with the new regulations, which will go into effect on August 14, 2020¹, the Title IX Office has drafted an interim Sexual Harassment policy. This interim policy shall be presented to the Policy Coordinators Group and complete the rigorous policy process this Fall, including a 30-day period for the campus community to submit comments to the Title IX Office. Following are the key provisions of the interim policy:

- **Policy title change:** Sexual harassment is now the umbrella term for prohibited conduct under Title IX, therefore the interim policy is titled the "Sexual Harassment" policy. The interim policy will replace the University's current Sexual Misconduct policy, last revised in 2018.
- **Key definitions revised:** Federal definitions must be used for prohibited conduct under Title IX, namely, *quid pro quo* harassment, hostile environment harassment, sexual assault, dating violence, domestic violence and stalking.
- **Strict geographical limits:** The Title IX Office is **barred** from proceeding with a Title IX investigation in cases that do not occur on campus or at a campus event. These matters may be referred to the Dean of Students (for student cases) or the Office of Human Resources (for employee cases) for resolution.
- **Hearing required:** Complaints that qualify for an investigation will proceed with a fair, prompt and equitable investigation. At the end of the investigation process, a **live hearing** must take place, including cross-examination of both parties by designated Advisors. A hearing officer will implement the hearing, and then issue a written decision and sanctions, if applicable. Each party or both parties may appeal.

Please let me know if you have any questions. I may be reached at n-potts@neiu.edu or 773-442-5412. Thank you.

¹ OCR has publicly stated that there is no implementation "grace period" for institutions to be in full compliance by August 14, 2020. Accordingly, it is critical to approve the interim policy by this date and post it online.

Volume G1: Governance	G1.8 Sexual Harassment Interim Policy Effective Date: 08/14/2020	Responsible Office: Vice President for Legal Affairs
		Responsible Officer: Director of Equal Opportunity, Title IX, and Ethics

POLICY STATEMENT

Northeastern Illinois University (Northeastern or the University) supports the principles of equal opportunity and non-discrimination and does not tolerate sexual harassment. Northeastern does not discriminate or permit discrimination by any member of its campus community against any individual on the basis of race, color, religion, sex, pregnancy, disability, national origin, citizenship status, ancestry, age, order of protection status, genetic information, marital status, sexual orientation, gender identity, gender expression, arrest record status, military status or unfavorable discharge from military service, or any other classification protected by law in matters of admissions, employment, housing, or in the educational programs or activities it operates. Harassment that is based on any of these protected categories is a form of discrimination and is not tolerated.

Northeastern complies with federal and state laws that prohibit discrimination based on the protected categories listed above, and complies with Title IX of the Education Amendments of 1972, which prohibits discrimination based on sex in the University's educational programs and activities. Northeastern accepts complaints of discrimination and harassment, including sexual harassment from students, employees, applicants for admission or employment, and University visitors. The University does not tolerate retaliation against any person for coming forward with a complaint or concern, or for otherwise participating in the process of addressing discrimination or harassment. In addition, Northeastern provides reasonable accommodations to qualified applicants, students and employees with disabilities and to individuals who are pregnant.

PURPOSE OF THE POLICY

The purpose of this policy is to advance Northeastern's long-held position that sexual harassment violates the standards of our community and is unacceptable, and to provide sexual harassment proceedings which will include a prompt, fair, and impartial process from the initial investigation to the final result. This policy furthers Northeastern's commitment to providing locations that are safe and secure from sexual harassment.

WHO IS AFFECTED BY THIS POLICY

This policy applies to all members of the University community: students; employees; applicants for admission or employment; and University visitors. It applies to the University's education programs or activities, which includes physical locations and events over which the University exercises substantial control over both the Respondent and the context in which the sexual harassment occurs. The Title IX Coordinator may refer misconduct matters that do not qualify under this policy to the Dean of Students or the Office of Human Resources on a case by case basis.

DEFINITIONS

PROHIBITED CONDUCT

Sex Discrimination: treating someone unfavorably because of that person's sex or gender, including their sexual orientation, gender identity, or gender expression.



Sexual Harassment: an umbrella term encompassing sexual assault, *quid pro quo* harassment, hostile environment harassment, stalking, dating violence and domestic violence. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following: (1) a University employee conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct on the basis of sex determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or (3) sexual assault, dating violence, domestic violence, and stalking, as defined in this policy.

Hostile Environment Harassment: unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to an education program or activity.

Quid Pro Quo Harassment: the conduct of an employee conditioning the provision of an aid, benefit or service on an individual's participation in unwelcome sexual conduct.

Sexual Assault: Sexual assault is an offense that meets the definition of rape, statutory rape, fondling, or incest, as defined below.

- Rape: penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the survivor.
- Statutory rape: sexual intercourse with a person who is under the statutory age of consent.
- Fondling: touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the survivor, including instances where the survivor is incapable of giving consent because of their age or temporary or permanent mental incapacity.
- Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Sexual Abuse: sexual penetration by force or the threat of force. However, if a victim is under the age of 17, or if the victim is unable to understand the nature of the act or give knowing consent, sexual abuse does not need to include penetration. Sexual abuse is a type of sexual assault and constitutes a severe form of sexual harassment that violates this policy and the Illinois Criminal Code.

Sexual Penetration: any contact, however slight, between the sex organ or anus of one person by an object, the sex organ, mouth, or anus of another person, or any intrusion, however slight, of any part of the body of one person or of any object into the sex organ or anus of another person, including but not limited to cunnilingus, fellatio, or anal penetration. Evidence of emission of semen is not required to prove sexual penetration. Non-consensual sexual penetration constitutes sexual assault. If one individual or a group of individuals forces a person to engage in non-consensual sexual penetration with respect to any consenting or non-consenting party, this conduct constitutes sexual assault.

Sexual Conduct: any knowing touching or fondling by the victim or the accused, either directly or through clothing, of the sex organs, anus, or breast of the victim or the accused, or any part of the body of a child under 13 years of age, or any transfer or transmission of semen by the accused upon any part of the clothed or unclothed body of the victim, for the purpose of sexual gratification or arousal of the victim or the accused.

Sexual Exploitation: the use of another person's nudity or sexual activity without consent for the purpose of sexual gratification, financial gain, personal benefit, personal advantage, or any other non-legitimate purpose. Sexual exploitation includes, but is not limited to:

- Without the knowledge and consent of all participants, observing, recording, or photographing nudity or sexual activity of one or more persons in a location where there is a reasonable expectation of privacy, allowing another to observe, record, or photograph nudity or sexual activity of one or more persons, or otherwise distributing recordings, photographs, or other images of the nudity or sexual activity of one or more persons; or
- Sending sexually explicit materials of another person without consent of the recipient.

Dating Violence: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the survivor and where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship; (2) the type of relationship; and (3) the frequency of interaction between the persons involved in the relationship.

Domestic Violence: includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the survivor, by a person with whom the survivor shares a child in common, by



a person who is cohabitating with or has cohabitated with the survivor as a spouse or intimate partner, by a person similarly situated to a spouse of the survivor under the state domestic or family violence laws, or by any other person against an adult or youth victim who is protected from that person's acts under the state domestic or family violence laws.

Stalking: engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

Retaliation: intimidation, threats, coercion, or discrimination against any individual for purpose of interfering with any right or privilege secured by Title IX because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any investigation, proceeding, or hearing.

False Complaint: a Complaint made by an individual knowingly and intentionally in bad faith. A person who files a false complaint under this policy is subject to University discipline as described more fully below. A finding of not responsible in a sexual harassment hearing does not indicate that a Complaint was false.

RELATED DEFINITIONS

Complaint: a formal written document submitted to the Title IX Coordinator that provides a Complainant's detailed description of a sexual harassment incident or incidents and identifies information about the Respondent to the greatest extent possible.

Complainant: an individual who has reported being or is alleged to be the victim of conduct that could constitute sexual harassment.

Respondent: an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures: non-disciplinary, non-punitive individualized services offered as appropriate, reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a formal Complaint or where no formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all.

Consent: is informed, freely given, and mutual. Sexual activity requires consent, which is defined as voluntary, positive agreement between the participants to engage in specific sexual activity. Consent to sexual activity can be communicated in various ways, but one should presume that consent has not been given in the absence of clear, positive agreement. While verbal consent is not an absolute requirement for consensual sexual activity, verbal communication prior to engaging in sex helps to clarify consent. If coercion, intimidation, threats, or physical force is used, there is no consent. If a person is mentally or physically incapacitated or impaired so that such person cannot understand the fact, nature, or extent of the sexual situation, there is no consent; this includes impairment or incapacitation due to alcohol or drug consumption, or being asleep or unconscious. There is no consent when there is force, expressed or implied, or use of duress or deception. Silence does not by itself constitute consent, nor does past consent to sexual activities by itself imply ongoing or future consent. Moreover, undertaking a new type of sexual activity requires that new consent be provided. A person's consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another person. A person's manner of dress does not constitute consent and may not be considered as a factor under this policy. A person can withdraw consent at any time.

Title IX Coordinator: the University official responsible for implementing Northeastern's Sexual Harassment policy. This official ensures the University's compliance with Title IX, and coordinates the University's responses to all complaints involving potential sex discrimination. Any Title IX reports or complaints should be directed to the Title IX Coordinator at titleix@neu.edu or (773) 442-5412.

Advisor: provides assistance to Complainants and Respondents with cross-examinations during the hearing process described within this policy. Advisors may be staff, faculty, or third-parties engaged by the Title IX Coordinator or selected by the Complainant or Respondent.

Confidential Advisor: an employee of the University to provide emergency and ongoing support to student survivors of sexual violence. The Confidential Advisor informs survivors of the survivor's rights and reporting options, and provides resources and services. The Confidential Advisor is not required to notify the Title IX Coordinator or University of any sexual harassment reports. Northeastern's Confidential Advisor, Rae Joyce Baguilat, may be reached at (773) 442-4686 or confidentialadvisor@neu.edu.

Hearing Officer: the official designated by the University to oversee the live hearing and issue the written



determination (including remedial measures and sanctions, if applicable) to the Complainant and Respondent. The hearing officer is the decision-maker regarding whether a Respondent violated the Sexual Harassment Policy. The University may designate an employee or third-party to serve as the hearing officer.

Appeals Officer: the official designated by the University to decide an appeal by the Complainant and/or Respondent. The University may designate a senior administrator or third-party to serve as the appeals officer.

Visitor: a person who temporarily comes to any University location or attends a University-sponsored educational program or activity.

REGULATIONS

[Illinois Criminal Sexual Assault and Abuse Act, 720 ILCS 5/12-12, 720 ILCS 5/12, et seq. to 5/16, et seq.](#)
[Illinois Domestic Violence Act, 750 ILCS 60/](#)
[Illinois Human Rights Act, 775 ILCS 5/](#)
[Illinois Preventing Sexual Violence in Higher Education Act, 110 ILCS 155/1](#)
[Illinois Stalking and Cyberstalking Act, 720 ILCS 5/12-7.3, 720 ILCS 5/12 7.5](#)
[Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act \(Clery Act\), 20 U.S.C. § 1092\(f\)](#)
[Preventing Sexual Violence in Higher Education Act, Illinois Public Act 099-0426](#)
[Safe Homes Act, Public Act 094-1038](#)
[Sexual Assault Awareness Education, 110 ILCS 305/40](#)
[Sexual Assault Survivors Emergency Treatment Act \(SASETA\), 410 ILCS 70/](#)
[Title IX of the Education Amendments Act of 1972 \(Title IX\), Title 20 U.S.C. Sections 1681-1688](#)
[Title IX Regulations, 34 CFR Part 106](#)
[Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq., as amended](#)
[Victims' Economic Security and Safety Act \(VESSA\), 820 ILCS 180/](#)
[325 ILCS 5/ Abused and Neglected Child Reporting Act](#)

PROCEDURES

I. RESOURCES FOR GETTING HELP

Support and Resources: the needs of an individual who has been subject to sexual harassment vary from person to person. Northeastern offers a diverse array of services and external resources, many of which may be accessed 24 hours a day, so that a person may choose what is most helpful. The University's K(NO)W More campaign provides significant support and resources to members of the campus community impacted by sexual harassment and can be accessed [here at K\(NO\)W More](#). The Title IX webpage can be accessed [here](#). Please see the Informational Material section below for additional details regarding on and off campus resources.

Northeastern is committed to ensuring that individuals who have experienced sexual harassment are treated respectfully and listened to carefully. It is well-documented that individuals in underrepresented groups are impacted by sexual harassment and especially sexual violence at a higher rate than their peers. This includes people of color, veterans, members of the LGBTQ+ community, undocumented students, indigenous women and persons with disabilities. Northeastern is dedicated to a culturally competent approach to prevent sexual harassment, and recognizes the societal and institutional barriers for many members of our campus community.

Seeking Confidential Support on Campus: the Confidential Advisor, University Ombuds, Student Health Services, and Student Counseling Services are confidential resources exempt from reporting sexual harassment to the University. Staff in these offices are legally privileged to keep communications confidential and are provide safe spaces to talk about sexual harassment. After discussing any concerns with the Confidential Advisor, University Ombuds, Student Health Services, and/or Student Counseling Services, an individual may choose to file a Complaint of sexual harassment with the Title IX Coordinator.

Supportive Measures: supportive measures are non-disciplinary, non-punitive individualized services or accommodations provided by the Title IX Coordinator to the Complainant or Respondent. Such measures will be provided to a person alleging sexual harassment regardless of whether a Complaint was or will be filed. Examples of supportive measures include, but are not limited, to: No Contact Orders; class or work schedule changes; housing changes; academic support or adjustments; transportation arrangements; and safety



planning. Supportive measures are available for both parties and will be individualized based on the information gathered by the Title IX Coordinator, making every effort to avoid depriving student Complainants or Respondents access to their education. The supportive measures needed by each individual may change over time, and the Title IX Coordinator shall communicate with the Complainant and Respondent throughout any investigation and hearing process to address evolving needs. Requests to challenge or adjust supportive measures should be made in writing to the Title IX Coordinator, who will determine such requests based on the information available at the time.

Seeking Medical Assistance and Preserving Physical Evidence: the University urges anyone who has experienced sexual violence to seek support as soon as possible to minimize and treat physical harm, assist with processing the unique and complex emotional aftermath, and help preserve and understand options for pressing charges. Even for someone who does not wish to report the event to the University or law enforcement, seeking medical attention as soon as possible is important. Medical professionals can also help preserve physical evidence. Additional guidance on preserving physical evidence can be found [here](#).

Pursuing Criminal Charges: every individual alleging criminal sexual harassment maintains the right to file criminal charges with the appropriate local law enforcement agency in addition to filing a Complaint with the University's Title IX Coordinator. The University respects an individual's decision regarding reporting to law enforcement. Neither the Title IX Coordinator nor any faculty or staff members at the University may contact law enforcement without the explicit permission of the Complainant.

For more information about pursuing a criminal charge, individuals may call the University Police at (773) 442-4100. Please note that University Police has officers who are specially trained to work with individuals reporting sexual violence. For emergencies, immediately call 911 (local emergency number) or (773) 442-5511 (University Police emergency number). University Police are required to send copies of reports alleging sexual harassment to the Title IX Coordinator to review for policy violations. Northeastern will reasonably assist individuals in criminal cases when requested.

II. HOW TO REPORT AN INCIDENT OR FILE A COMPLAINT

Filing a Complaint: the University accepts sexual harassment reports or Complaints from:

- persons who self-report
- students
- University employees (including faculty, staff, and student staff)
- third parties, or
- via the [anonymous Complaint form](#) on the Title IX webpage

All reports and complaints regarding sexual harassment should be made to the University's Title IX Coordinator. Students are strongly encouraged to report allegations of sexual harassment to the University's Title IX Coordinator.

University employees are considered mandatory reporters by Northeastern and are obligated by University rules to report allegations of sexual harassment to the Title IX Coordinator.

Confidentiality and Privacy: Northeastern keeps the identities of anyone making a report or Complaint of sexual harassment, the parties, and any witnesses as confidential as possible, except as permitted by the Family Educational Rights and Privacy Act (FERPA) or required by law. The expectation for individuals involved in a sexual harassment matter should be that information will be kept as private as possible, though complete confidentiality is not possible in order to address reports and conduct investigations and hearings.

The University may issue an [N-Alert](#), an alert through the official emergency notification and warning system, to notify the community about the occurrence of a serious crime or pattern of crimes that might put the public at risk. The University annually reports criminal sexual violence data in accordance with the law. These statistics, and the list of entities to which a crime may be reported, are listed on [Northeastern's University Police web pages](#). Campus crime statistics do not contain specific victim-identifying information.

Amnesty: Northeastern recognizes that an individual who has been drinking or using drugs at the time of a potential sexual harassment incident may be reluctant to report the incident due to fear of potential consequences. Northeastern provides immunity to any student who reports, in good faith, an alleged violation of this policy to a staff, student staff or faculty member of the University (including the Title IX Coordinator). A reporting student will not be subject to remedial measures or disciplinary sanctions by the University for a student conduct violation, such as underage drinking or illegal drug use that is revealed in the course of such a report, unless the University determines that the violation was egregious and/or placed the health or safety of any other person at risk.

III. HOW FORMAL COMPLAINTS ARE RESOLVED

The University's procedures for resolving sexual harassment Complaints is outlined below. As an important threshold matter, sexual harassment proceedings will include a prompt, fair, and impartial process from the initial investigation to the final result. Related provisions are included in Section II. For any questions about the University's procedures, please contact the Title IX Coordinator. Asking questions about how the investigation process works does not constitute disclosing a sexual harassment matter to the University.

A. PROCEDURES

The following establishes the University's procedures for resolving Complaints involving potential violations of the Sexual Harassment Policy. The process involves:

- an assessment of whether a Complaint qualifies for resolution under this policy,
- an informal resolution option for certain cases,
- an investigation,
- a live hearing administered by a hearing officer, and
- an appeals stage.

1. Initial Assessment

Promptly after receiving a report or Complaint alleging sexual harassment, the Title IX Coordinator will provide a notice of rights and options to the Complainant. The Title IX Coordinator will make a good faith effort to conduct a private in-depth interview with the potential Complainant. At this meeting, the potential Complainant will be provided with information about resources, procedural options, and an opportunity to discuss the University's policy. The Title IX Coordinator will determine at this initial stage whether to issue supportive measures to the potential Complainant and/or potential Respondent. A person is not required to file a Complaint to be provided with supportive measures by the Title IX Coordinator. Supportive measures may also be issued any time during, as well as after, the investigation, hearing, and appeals process.

A Complaint must be signed by the Complainant or the Title IX Coordinator. The Title IX Coordinator is responsible for making the following determinations before proceeding with the investigation:

- (1) Did the conduct occur while the Complainant was participating in or attempting to participate in the University's education programs or activities?
- (2) Did the University exercise substantial control over both the Respondent and the context in which the sexual harassment occurs?
- (3) Do the facts set forth by the potential Complainant, if substantiated, constitute a violation of the University's Sexual Harassment Policy?

If the answer to any of these questions is no, the Title IX Office does not have the authority to resolve the Complaint and the potential Complainant will be provided appropriate resources and may be referred to the Dean of Students or Office of Human Resources (determined on a case by case basis). If the answer to all of the questions is yes, the Title IX Coordinator has the authority to investigate and resolve the Complaint. The Title IX Coordinator will typically investigate only written complaints received within six months of the alleged violation/s, but may investigate older allegations on a case-by-case basis.

If Complainant wishes to proceed, the Title IX Coordinator provides Notices of Investigation to both parties initiating the investigation process. With this Notice, the Respondent will also be provided with a copy of the Complaint and information regarding the identities of the parties involved, the specific policy provision/s allegedly violated, the precise conduct allegedly constituting the potential violation, and the date and location of the alleged incident/s. The next step is the informal resolution stage, if applicable.

2. Informal Resolution

Informal resolution will be available as an option to the Complainant by the Title IX Coordinator after a formal Complaint is filed for all cases, except those involving a student Complainant and employee Respondent or any case involving sexual assault. Both parties will be provided information regarding the informal resolution process and any consequences from participating (including information about records that will be maintained or could be shared). If both parties provide written, voluntarily consent, the Title IX Coordinator can proceed and attempt to resolve the Complaint without initiating the formal investigation and hearing procedures. Informal resolution is available at any time in the investigation process up until the Investigation Report has been submitted to the Complainant and Respondent. If an informal resolution is reached, the Title IX Coordinator will document the details in writing to both parties and dismiss the Complaint.



3. Formal Investigation

If the informal resolution process is not available, if it ends unsuccessfully, or if it is declined by one or both parties, the Formal Investigation stage will begin so long as the Complainant wishes to continue with the process. The Title IX Coordinator will serve as the Investigator in the Formal Investigation stage, unless a third-party is designated to conduct the investigation for good cause. The Title IX Coordinator will provide the Respondent 14 calendar days to respond in writing to the policy violation/s alleged in the Complaint. Respondent's Written Response must be timely delivered by email or written letter to the Title IX Coordinator and will be promptly shared with the Complainant. Any extension of time must be approved by the Title IX Coordinator.

The Title IX Coordinator's Formal Investigation will include interviewing the parties and relevant witnesses, and reviewing written statements, documents, records, and other communications as potential evidence. Students and employees are expected to cooperate with the investigation process, whether they are identified as a witness or as a Respondent in the process. Both the Complainant and Respondent are entitled to the following:

- The right to have an Advisor of their choice accompany them to any meeting or proceeding, including the subsequent hearing.
- The opportunity to identify and propose witnesses who can provide information about the alleged conduct at issue (excluding character witnesses).
- The opportunity to submit evidence for consideration.

In addition, the University:

- holds the burden of proof and the burden of gathering evidence in an investigation;
- may not use records made or maintained by medical or mental health professionals without a party's voluntary, written consent;
- may encourage the parties to keep the investigation as confidential as possible, but may not prohibit the parties from discussing the allegations with others on campus;
- will treat both parties and all witnesses respectfully during the investigation process;
- will presume the Respondent to be in compliance with the Sexual Harassment Policy unless and until the investigation, hearing, and appeal stages are completed and a policy violation is found; and
- will provide regular updates by the Title IX Coordinator to both the Complainant and Respondent throughout the investigation, hearing, and potential appeal process.

4. Evidence Review

Prior to completion of the Investigation Report, the Title IX Coordinator will provide the parties with an opportunity to inspect, review, and respond to evidence obtained during the investigation that is directly related to the allegations. The Title IX Coordinator will send the parties and each party's Advisor evidence for review in electronic format. Each party will be provided five business days from the date the evidence is sent to submit a written response to the Title IX Coordinator.

5. Investigation Report

The Title IX Coordinator will consider the evidence and any written responses to the evidence, and prepare the Investigation Report. The Investigation Report includes each of the following:

- the allegations of sexual harassment;
- a description of the procedural steps taken;
- findings of fact;
- conclusions regarding applying the policy to the facts;
- a statement with rationale detailing the result of each allegation; and
- an explanation of whether Respondent is found responsible for any policy violations.

In all stages of the process, the preponderance of the evidence standard (i.e., more likely than not) will be applied.

The Investigation Report will be submitted to the parties and the hearing officer. A hearing will be scheduled as promptly as possible. An Advisor for both The Complainant and Respondent is required for the hearing stage. Advisors will be provided by the University if needed by either or both parties for the hearing. Complainant and Respondent may use a different Advisor for the hearing than the one they used throughout



the investigation process. Requests for an Advisor are to be made in writing to the Title IX Coordinator at least seven calendar days before the scheduled hearing.

6. Hearing

A hearing officer (i.e., decision-maker) will be appointed for each case. The hearing officer will meet with the Title IX Coordinator prior to the hearing to address procedural matters. The role of the hearing officer is to review the information presented in the Investigation Report and to determine if the Respondent violated the University's Sexual Harassment Policy, and, if so, to determine appropriate remedial measures or sanctions. The hearing officer will manage the live hearing, which will take place at a University location. At the request of either party, the University will provide for the hearing to occur with the parties in separate rooms, with technology enabling the hearing officer to see and hear the party or witness answering. The audio or video tape begins recording at the start of the hearing.

The hearing will then proceed as follows:

- The hearing officer will explain how the hearing will proceed and address any questions.
- The hearing officer will permit the Complainant and the Respondent to each give an opening statement.
- The Title IX Officer or a designee will present a summary of the Investigation Report and explain the findings. Relevant questions and follow-up questions are permitted by the hearing officer and each party's Advisor, including questions regarding bias.
- The hearing officer and Respondent's Advisor will have the chance to ask questions of Complainant. Relevant questions and follow-up questions are permitted, including those challenging credibility.
- The hearing officer and Complainant's Advisor will have the chance to ask questions of Respondent. Relevant questions and follow-up questions are permitted, including those challenging credibility.
- The Complainant and the Respondent may not directly cross examine one another.
- Witnesses approved by the hearing officer will be available for questions. The hearing officer will permit each party's Advisor to ask any witnesses relevant questions and follow-up questions, including those challenging credibility.
- Before a Complainant, Respondent, Title IX Coordinator, or witness answers a question, the hearing officer must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.
- The hearing officer will permit the Complainant and the Respondent to each give a closing statement.
- The hearing officer may order breaks as needed or upon requests from a party or witness during the hearing.

After these steps, the hearing is concluded and the audio or video tape will be turned off.

7. Written Determination

The hearing officer will prepare a **written determination** following the hearing and email it to the parties simultaneously. The written determination should be issued within seven business days and will include each of the following:

- the allegations of sexual harassment;
- a description of the procedural steps taken;
- findings of fact;
- conclusions regarding applying the policy to the facts;
- a statement with rationale detailing the result of each allegation;
- an explanation of whether Respondent is found responsible for any policy violations;
- a description of remedial measures and/or sanctions; and
- appeals instructions.

In all stages of the process, the preponderance of the evidence standard (i.e., more likely than not) will be applied.

H. Appeals

Complainants and Respondents each have the right to appeal the hearing officer's Written Determination and/or the remedial measures or sanctions. Appeals must be made in writing (via letter or email) to the appeals officer within 10 business days from the date of receiving the Written Determination. Each party has the right to receive a copy of the other party's appeal and respond. Five business days will be allowed to submit a written response to the appeals officer reviewing the other party's appeal. Cross appeals (appeals



filed by both the Complainant and Respondent) are permitted.

The University official or designee receiving the appeal is referred to as the appeals officer. The following describes the assignment of appeals officers:

- For a case involving a student Complainant and student Respondent, the appeal will be made to the Vice President for Student Affairs or a designee.
- For a case involving an employee Complainant and employee Respondent, the appeal will be made to the Vice President for one of the areas in which the employee works or a designee, to be determined by the University on a case by case basis.
- For a case involving an employee Complainant and student Respondent, the appeal will be made to the Vice President for the area in which the employee works or a designee.
- For a case involving a student Complainant and employee Respondent, the appeal will be made to the Vice President for the area in which the employee works or a designee.
- For all additional cases, including those involving third-party Complainants, the University will appoint a Vice President or a designee.

The following grounds are the only allowable bases for appeals: (1) there is an alleged procedural irregularity that affected the outcome; (2) new evidence is available that could affect the outcome; or (3) the Title IX Coordinator, Investigator, or hearing officer had a conflict of interest or bias that affected the outcome.

The appeals officer's decision regarding the appeal will be issued in writing to the parties no more than 60 calendar days from receipt of the appeal request. If both parties appeal, the 60 calendar day deadline applies to each appeal separately. The appeals decision is final.

I. RELATED PROVISIONS

Remedial Measures or Sanctions: the imposition of remedial measures or sanctions, if recommended, will proceed in accordance with Illinois and federal statutes and relevant University policy, as well as applicable collective bargaining agreements, rules and regulations.

For employees (including student employees), the following may be imposed:

- verbal warning;
- written warning;
- advisory letter;
- monitoring;
- campus access restrictions;
- required educational and prevention training;
- No Contact Order; loss of University privileges;
- suspension with or without pay;
- probation;
- demotion;
- transfer;
- termination; and/or
- revocation of tenure or emeritus status.

For students, the following may be imposed:

- verbal warning;
- written warning;
- advisory letter;
- monitoring;
- campus access restrictions;
- residence hall suspension or expulsion;
- required educational and prevention training;
- No Contact Order;
- loss of University privileges;
- disciplinary suspension;
- expulsion; and/or
- degree revocation.

For applicants, visitors, and third parties, the University may impose sanctions including, but not limited to prohibition from entering campus or other actions to prevent contact with the person suffering an incident of sexual harassment. A finding of a sexual harassment policy violation against an individual who is not a member of the University community (*i.e.*, not a student or employee) may result in sanctions ranging from a written



warning to being banned from any University property, activities and/or programs, including the termination of any business contract with the University.

These foregoing remedial measures and sanctions are separate and distinct from those available to local law enforcement authorities.

Retaliation: retaliatory action of any kind taken against a Complainant, Respondent or witness as a result of that person's participation in the above-referenced procedures is prohibited and will be evaluated for an internal investigation by the Title IX Office. Any retaliation concerns should be immediately shared with the Title IX Coordinator.

Campus Safety: students or employees may be removed from campus on an emergency basis prior to a Complaint being filed or the resolution of the investigation process described in the Guidelines section of this policy. The University must engage in an individualized safety and risk analysis. Specifically, the University must determine that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies the removal, and must provide the Respondent with written notice and an opportunity to challenge the decision immediately following removal. The challenge must be made in writing to the Title IX Coordinator, who will confer as needed with the Dean of Students and other University officials and issue a written decision to the Respondent within 48 hours or as soon as practicable. If the Respondent is an employee, the removal will be either paid or unpaid leave, determined by the Office of Human Resources in line with University rules and appropriate collective bargaining agreements.

Sexual History/Rape Shield Protections: questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant during the investigation or hearing stage, unless such questions and evidence are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered solely to prove consent.

Records: the University will maintain records relating to any investigation for seven years. This record-keeping requirement includes, but is not limited to, the investigation report and evidence, the audio or hearing recording, the written determination and any remedial measures or sanctions, appeals materials, and information regarding informal resolutions. Note that these records may be subject to discovery in a civil or criminal case.

Training of Title IX Officials: the Title IX Coordinator, Investigator, and any University officials or third-parties who serve as hearing officers or appeals officers under this policy will receive annual training on Title IX. Information about the trainings and training materials will be posted on the [Title IX webpage](#) and regularly updated.

AUTHOR REFERENCE

[Title IX of the Education Amendments Act of 1972 \(Title IX\)](#)
[Board of Trustees Governing Policies, Article II, Section 4 University Employees and Section 7 Students](#)
[University of Chicago Sexual Assault Policy](#)
[Northwestern University Policy on Sexual Misconduct](#)

HISTORY

08/14/2020: Converted to Interim Sexual Harassment Policy
03/05/2020: added definition of "visitor"
Policy Revision 10/18/2018
Administrative Memorandum No. 62 Equal Opportunity and Affirmative Action, General Policy Statement, Effective Dated 3/1/1999
Administrative Memorandum No. 63, Discrimination Grievance Procedure, Effective Dated 3/1/1999
Sexual Harassment policy E2.10, Effective Dated 5/17/2012, previously Administrative Memorandum No. 6
Policy on Sexual Harassment, Effective Dated 3/1/1999

APPENDIX

Appendix A: Sexual Harassment Complaint Form



RELATED POLICIES AND OTHER INFORMATIONAL MATERIAL

[Equal Opportunity and Nondiscrimination Policy Notice of Rights and Options](#)
[Nepotism and Personal Relationships](#)
[Relationships between University Employees and Students](#)

CONTACT INFORMATION FOR RESOURCES

University Resources

Confidential

[Confidential Advisor](#) (students): Rae Joyce Baguilat, (773) 442-4686, confidentialadvisor@neiu.edu
[Employee Assistance Program](#) (employees): (773) 442-5202
[University Ombuds](#) (students and employees): (773) 442-4527
[Student Counseling Services](#) (students): (773) 442-4650
[Student Health Services](#) (students): (773) 442-5800

Non-Confidential

[Title IX](#) (students and employees): (773) 442-5412
[Dean of Students](#) (students): (773) 442-4610
[Office of Human Resources](#): (773) 442-5200
[Angelina Pedrosa Center for Diversity and Intercultural Affairs](#) (students): (773) 442-5449
[Behavioral Concerns Team](#) (students and employees): BCT@neiu.edu
[University Police](#) (students and employees): (773) 442-4100 (non-emergency), (773) 442-5511 (emergency)

Additional Resources (off campus and confidential)

Advocate Illinois Masonic Medical Center Crisis Line: (773) 296-5380 <http://www.advocatehealth.com/immc-ourservices>
Center on Halsted (serving LGBTQIA community): (773) 472-6469 <http://www.centeronhalsted.org/resource-directory/>
Chicago Bar Association (legal services): 312-554-2000
http://www.chicagobar.org/AM/Template.cfm?Section=Need_a_Lawyer
Chicago Rape Crisis Hotline (24 hours, referrals, information, and counseling): 888-293-2080
http://www.ywcachicago.org/site/c.fmJWKcOZJkI6G/b.8243031/k.F95D/Rape_Crisis_Hotline.htm
Chicago Women's Health Center (gynecological care and counseling): (773) 935-6126
<http://www.chicagowomenshealthcenter.org/>
Illinois Coalition Against Sexual Assault (counseling/education/advocacy): (773) 275-8340
<http://www.icasa.org/crisisCenters.aspx?PageID=501>
Resilience (formerly Rape Victims Advocates) 312-443-9603 <https://www.ourresilience.org/programs-services/>
LGBT Antiviolence Project (24 hours, referrals, information, and counseling): (773) 871-2273 (773) 871-2273
http://www.centeronhalsted.org/new_website/EVA.html
City of Chicago Division on Domestic Violence: (24 hours, referrals, information): 877-863-6338
http://www.cityofchicago.org/city/en/depts/fss/provdrs/dom_violence.html
National Suicide Prevention Lifeline: 1-800-273-TALK (8255), en Español 1-888-628-9454
<http://www.suicidepreventionlifeline.org/>

Medical Facilities for Sexual Violence Cases

The closest medical facilities where a medical forensic exam (*i.e.*, a "rape kit") can be conducted at no cost to the person who has experienced a sexual assault are as follows for each of Northeastern's locations:

- **Carruthers Center for Inner City Studies**, Mercy Hospital & Medical Center, 2525. S Michigan Ave., Chicago, IL 60616, 312-567-2000, <http://www.mercy-chicago.org/emergency-medicine>
- **Center for College Access and Success**, Northwestern Memorial Hospital, 250 E. Erie St., Chicago, IL 60611, 312-926-5188, <http://emergency.nm.org/>
- **El Centro**, Community First Medical Center, 5645 W. Addison St., Chicago, IL 60634, (773) 282-7000, <http://www.cfmedicalcenter.com/>
- **Main Campus**, Swedish Covenant Hospital, 5145 N. California Ave., Chicago, IL 60625, (773) 878-8200, <http://www.swedishcovenant.org/contact-us>



Resolution Outside Northeastern

This policy establishes prompt, fair, and impartial procedures for responding to every sexual harassment complaint so that problems can be identified and remedied internally. However, an individual has the right to contact the following state or federal agencies to file a formal complaint without retaliation from the University:

Illinois Department of Human Rights (IDHR)

Chicago: 312-814-6200 or 800-662-3942 (TTY: 866-740-3953) or Springfield: 217-785-5100 (TTY: 866-740-3953)

Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269 (TTY: 312-814-4760) or Springfield: 217-785-4350 (TTY: 217-557-1500)

U.S. Department of Education's Office for Civil Rights (OCR)

An individual may file a sexual discrimination complaint online with the U.S. Department of Education's Office for Civil Rights (<https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>) regarding an alleged violation of Title IX or call 1-800-421-3481.

CONTACT INFORMATION

Please direct questions or concerns about this policy to:

Contact	Phone	E-Mail
Director, Office of Equal Opportunity, Title IX, and Ethics (Title IX Coordinator)	(773) 442-5412	titleix@nei.u.edu

DISCLAIMER

The University reserves the right to modify or amend sections of this policy at any time at its sole discretion. This policy remains in effect until such time as the Responsible Officer calls for review. Requests for exception to any portion of this policy, but not to the policy statement, must be presented in writing to the Responsible Officer.

NEIU BOARD COMMITTEES

Committee	2019/20	Proposed for 2020/21
Executive	Jim, chair	Jim, chair
	George, vice chair	Sherry, vice chair
	Sherry, secretary	Jonathan, secretary
	Marvin (<i>pro tempore</i>)	Marvin (<i>pro tempore</i>)
ASAET	Ann Kalayil, chair	Ann Kalayil, chair
	Marvin Garcia	Marvin Garcia
	Fatima Siddiqua	Gabriela Loreda
Audit	Jonathan, chair	Jonathan, chair
	Barbara	Barbara
	Charlie	Carlos
FBG	George, chair	Sherry, chair
	Carlos	Charlie
	George	George
<i>ad hoc</i> committee on president's evaluation	Sherry, chair	Carlos, chair
	Marvin	Marvin
	Ann	Ann
		Sherry

THE BOARD OF TRUSTEES OF NORTHEASTERN ILLINOIS UNIVERSITY

EXECUTIVE COMMITTEE CHARTER

I. PURPOSE

The Executive Committee ("Committee") shall have three central responsibilities: first, to exercise the powers of the Board of Trustees (the "Board") of Northeastern Illinois University ("NEIU") in relation to emergency or pressing matters that arise between regularly scheduled meetings of the Board or when it is not practical or feasible for the Board to meet; second to act as a monitor of and advocate for best practices in higher education governance; and third, serve as a sounding board for the University president [and facilitate presidential evaluation and compensation]. The Committee is delegated the authority to act as the full Board when exercising the powers and authorities under this charter, subject to the limitations listed below in Section IV.

It is the general intention that all substantive matters in the ordinary course of business be brought before the full Board for action, but the Board recognizes the need for flexibility to act on substantive matters where action may be necessary between Board meetings which, in the opinion of the Chairperson of the Board, should not be postponed until the next previously scheduled meeting and where, in the opinion of the Chairperson, a special meeting is unwarranted or a quorum is not attainable. The Executive Committee shall act in accordance with the provisions set forth in the attached Appendix, as same may be amended from time to time.

APPENDIX TO EXECUTIVE COMMITTEE CHARTER

I. MEMBERSHIP

The Committee shall consist of the Chairperson, the Vice-Chairperson, and the Secretary of the Board who shall each serve a one-year term or until their successors are elected and qualified. Vacancies occurring in the membership of the Committee for any reason shall be filled consistent with the process outlined in the By-laws.

II. MEETINGS AND QUORUM

The Committee shall meet upon the call of the Chairperson, or of any two members thereof.

Meetings of the Committee are subject to the Open Meetings Act, 5 ILCS 120/1 *et seq.*, and, consistent with the requirements of the Open Meetings Act, may be held by means of conference telephone or other communications equipment, by means of which all persons participating in the meeting can hear and speak to each other. The act of a majority of the Committee members present at a meeting at which a quorum is present shall be the act of the Committee.

III. AUTHORITY

In discharging its role, the Committee is empowered to inquire into any matter it considers appropriate to carry out its responsibilities, with access to all books, records, facilities and personnel of NEIU. The Committee has the power to retain outside advisors, subject to NEIU's procurement rules, to assist it in carrying out its activities. NEIU shall provide adequate resources to support the Committee's activities, including compensation of the Committee's advisors. The Committee shall have the authority to retain, compensate, direct, oversee and terminate such other advisors hired to assist the Committee, who shall be accountable to the Committee. Consistent with the By-laws the unanimous vote of the members of the Committee who cast their votes shall be required to authorize the commitment of monies.

IV. KEY RESPONSIBILITIES

The Committee shall undertake the following responsibilities, which are set forth as a guide. The Committee is authorized to carry out these activities and other actions reasonably related to the Committee's purposes or assigned by the Board from time to time. To fulfill its purposes, the Committee shall:

1. Possess all the powers of the Board when in session, including, without limitation, the power to ratify any action of the President that is needed to protect the university's interests and which would be compromised by delay, and to take any action that is administrative in nature and necessary for the university's efficient functioning except that it may not overrule, revise, or modify any previous acts of the Board and shall not have the power to lease, sell or purchase real estate,

unless previously specifically authorized by the Board in session by a majority of the members individually in writing;

2. The Committee's responsibilities shall, at a minimum, include:
 - Reviewing and recommending best practices in higher education governance to board members;
 - Ensuring that a substantive orientation program is provided to all new board members;
 - Overseeing the timing and process of period board self-assessment; and
 - Serving as a sounding board for the University president, when needed.
3. Call Special Meetings of the Board when necessary;
4. Submit to the Board at its next regular meeting a written report of all actions taken since the previous meeting of the Board. Such record shall thereupon be incorporated into the Minutes of the Board as an integral part thereof; and
5. Conduct bi-annually a self-assessment regarding its performance against its stated responsibilities and share the results of such assessment with the Board.

Adopted: _____, 2020.

MEMORANDUM

TO: Dr. Gloria J. Gibson, President
Jim Palos, Chair

FROM: Melissa Reardon Henry, VP Legal Affairs and General Counsel

SUBJECT: Summary of proposed revisions to Board Bylaws and Regulations

DATE: August 6, 2020

At its executive committee on August 10, 2020, the Board of Trustees will consider revision recommendations to the Board's Bylaws and Regulations:

Board Bylaws Sections IV. B. Election of Officers

Change: bi-annually

Rationale: to conform to [Northeastern Illinois University Law 110 ILCS 680/25-25](#)

Board Regulations Section I. B.

Change: Board Regulations are ~~general statements of policy or procedure~~ rules or directives adopted by the Board

Rationale: to distinguish Board Regulations from university policies as defined by [G1.1 Formulation and Issuance of University Policies](#)

Board Regulations Section I. F.

Change:

3. Presentations

~~a. Persons desiring to address the Board shall submit a written request to the President at least five working days prior to the Board meeting. The request shall include:~~

~~(1) the name, address and phone number of the person wishing to speak~~

~~(2) the name of the group represented~~

~~(3) a summary of the presentation~~

~~b. The President and the Chair shall consult with respect to each request to address the Board. Prior to the meeting, the President shall indicate to each person properly submitting a request to address the Board,~~

~~whether the request will be granted or denied. If the request is granted, the form and duration of the presentation shall be subject to rulings from the Chair.~~

- a. A person seeking to address the Board must complete a “sign-in” sheet prior to addressing the Board. Such “sign-in” sheet will be available at the meeting but a person seeking to address the Board is encouraged to notify the President at least forty-eight hours in advance of the meeting. The speaker must list his/her name on the “sign-in” sheet and may include additional information including, but not limited to, his or her address and telephone number to assist NEIU in any necessary follow-up with the speaker.
- b. When the number of requests to address the Board at a given session exceeds the time available, requests will be approved based on the date the written request was received by the President. In addition, preference will be given to subject matters that relate to the agenda for the relevant Board meeting and to avoid repetitiveness.
- c. A person seeking to address the Board should limit his or her comments to issues of concern before the Board and shall not contain comments of a personal nature directed towards individual Board members, NEIU employees or any other individual.
- d. The Board will allow up to thirty minutes in total for public comment/questions per meeting. Persons appearing before the Board will each be allotted no more than three (3) minutes for the purpose of making their public comments. This will be strictly adhered to with assistance of a timekeeper. It is the Chair’s prerogative to extend the time allotted to any speaker, given the other matters on the Board’s agenda.
- e. The Board, in its discretion, may accept written comments at its meetings.
- f. Any person who does not comply with these guidelines will not be allowed to address the Board.

Rationale: To comply with guidance from the Attorney General’s office regarding “Public Comment” under the Open Meetings Act and to align with similar policies from some of NEIU’s sister Universities.

Board Regulations Section II. A. (throughout)

Change: ~~Policy on the~~ Avoidance of Appearance of Nepotism;
policy Regulation

Rationale: avoiding nepotism is a Board of Trustees directive. In accordance with the directive, the university has enacted [E1.04.1 Nepotism and Personal Relationships](#).

Board Regulation Section II. A. (throughout)

Change: ~~University~~

Rationale: to resolve inconsistency and align with stylistic norms.

Board Regulation Section II. A. 16.

Change: Copyrights and Patents ~~Policies~~

Rationale: to distinguish Board Regulations from university policies as defined by G1.1
Formulation and Issuance of University Policies

Board Regulation Section II. A. (throughout)

Change: ~~policy~~ Regulation

Rationale: to distinguish Board Regulations from university policies as defined by G.1.1
Formulation and Issuance of University Policies

Board Regulation Section II. B. (throughout)

Change: ~~his/her~~ their

Change: ~~he/she~~ they

Change: ~~husband~~ spouse/partner

Rationale: to align Board Regulations with the university's stated value of inclusivity

Board Regulations Sections VI. A., C., E., and H.

Change: ~~regulations~~ policies

Change: ~~policy~~ Regulation

Rationale: to clarify and distinguish Board Regulations from university policies as defined by
G1.1 Formulation and Issuance of University Policies

Melissa

TABLE OF CONTENTS

INTRODUCTION	1
SECTION I. POWERS AND DUTIES	2
SECTION II. MEETINGS	2
SECTION III. RULES OF ORDER	2
SECTION IV. OFFICERS AND EX-OFFICIOS	3
SECTION V. DUTIES OF OFFICERS.....	3
A. CHAIR.....	3
B. VICE CHAIR	4
C. SECRETARY	4
D. TEMPORARY CHAIR.....	4
E. ASSISTANT SECRETARY	4
F. TREASURER.....	4
SECTION VI. COMMITTEES.....	4
SECTION VII. ADOPTION, AMENDMENT, AND REPEAL OF BYLAWS.....	5

INTRODUCTION

The laws of the State of Illinois establish the Board of Trustees of Northeastern Illinois University, which has the authority and responsibility to operate, manage, control, and maintain Northeastern Illinois University.

The Board herewith adopts Bylaws, Governing Policies, and Board Regulations intended to encourage and facilitate cooperation among the Board, the President, faculty, staff, and students in their mutual efforts to strengthen and improve education at Northeastern Illinois University.

The Board recognizes that the mission of the university is complex and imposes interdependent relationships among the Board, and the university community, which must pursue the goal of excellence in a spirit of mutual trust. As the final institutional authority, the Board entrusts the coordination and management of the University to the President with the understanding that provision shall be made for advisory participation by the faculty, staff, and students in university decision-making. In assigning these duties to the President, the Board delegates primary responsibility to the President for management and direction of all university operations and leadership of the university.

The Board emphasizes its conviction that inquiry and discussion, safeguarded by tenure and academic freedom, are essential to the quest for truth. Furthermore, the Board endorses the principle of shared governance within the framework of its Governing Policies.

SECTION I. POWERS AND DUTIES

The Board shall have all of the powers and duties specified in 110 ILCS §680/25-1, 1001 et seq.; 110 ILCS §615/14; and 110 ILCS §681/26-1, et seq. of the Illinois Revised Statutes.

SECTION II. MEETINGS

(Revised April 19, 2018, Board action)

- A. Meetings of the Board shall be held and a quorum determined in accordance with 110 ILCS §680/25-25 and 5 ILCS §120/2.01 of the Illinois Compiled Statutes.
 - 1. After a quorum is established, additional Board members may attend the meeting via video or audio conference if the member is unable to attend the meeting due to (i) personal illness or disability; (ii) employment purposes or public business of the Board; or (iii) family or other emergency.
 - 2. If a member wishes to attend by video or audio conference, he/she shall notify the Secretary of the Board as soon as practicable. Upon notifying the Secretary, the member shall also indicate the reason he or she is unable to physically attend the meeting. The Board shall then take a vote to determine whether the member shall be permitted to attend via video or audio conference.
- B. The Board shall hold five regular meetings each year. The regular meeting held in June shall be the annual meeting. The Board, by vote of a majority of a quorum, may omit or cancel any meeting provided the Board meets at least once each quarter as required by Statute. The date of any setting may be changed by vote of a majority of a quorum or by order of the Chair.
- C. The Board may hold special meetings as called by the Chair of the Board or by any 3 members of the Board. Ordinarily, notice of a special meeting shall be mailed to all members at least five days prior to the date of the meeting.
- D. Four of the five regular meetings of the Board shall be held on the campus of Northeastern Illinois University.
- E. All meetings of the Board shall be conducted and notice thereof provided in accordance with the Illinois Open Meetings Act, 5 ILCS § 120/1, et seq.
- F. The President shall sit and participate with the Board at each regular and special meeting of the Board.

SECTION III. RULES OF ORDER

- A. Meetings of the Board and its committees shall be conducted in accordance with controlling statutes and applicable bylaws, regulations, or policies. In the absence of such statutes, bylaws, regulations, or policies, meetings shall be conducted in accordance with the current edition of *Robert's Rules of Order*.
- B. With the exception of usual, short, parliamentary motions, all motions, resolutions, or other propositions requiring Board action shall, whenever practicable, be reduced to writing before submission to a vote.
- C. A record vote of the Board taken in alphabetical order shall be had (and preserved in the Minutes) on all propositions involving the creation of indebtedness; the sale, purchase, or leasing of any real estate; or any contract for the construction, alteration, or repair of any building or area which requires Board action, or on any adoption of or amendment to the Bylaws, Governing Policies, or Regulations of the Board; and also on any

proposition, at the request of any member of the Board made before the announcement of a vote otherwise taken.

SECTION IV. OFFICERS AND EX-OFFICIOS

- A. The Officers and Ex-Officios of the Board shall include:
 1. As Officers, a Chair, Vice Chair and Secretary who shall be members elected by members of the Board.
 2. As Ex-Officios, an Assistant Secretary and a Treasurer, who shall be employees on staff of the University.
- B. The Chair, Vice Chair, and Secretary shall be members elected by a majority of the voting members of the Board then serving **bi-annually** by secret ballot. The Chair, Vice Chair, and Secretary may be elected for successive terms. The Chair, Vice Chair, or Secretary may be removed from office during a term by the affirmative votes of a majority of the voting members of the Board then serving. Vacancies in these offices shall be filled immediately by election for the remainder of the unexpired term.
- C. The Assistant Secretary and Treasurer, shall be elected by a majority of the voting members of the Board then serving to hold office for an indefinite term and shall serve at the pleasure of the Board until their successors are elected and qualify. They may be removed from office by the affirmative votes of a majority of the voting members of the Board then serving.
- D. A vote for the removal of any Board Officer shall be preceded by notice specifying the proposed action mailed to each Board member and the Officer at least ten days prior to the meeting at which such vote is taken.
- E. Representatives of the Board to serve on other boards, commissions, and similar bodies shall be designated as required by statute. In the absence of statutory requirements, they shall be elected by a majority of a quorum of the Board at a meeting as may be appropriate. In the absence of statutory requirements, vacancies in such positions shall be filled by nomination by the Chair and election by a majority of a quorum at any meeting of the Board.

Formatted: Highlight

SECTION V. DUTIES OF OFFICERS

A. CHAIR

The Chair shall:

1. Preside at all Board meetings, with full power to vote on and discuss all matters before the Board.
2. Submit such information and recommendations considered proper concerning the business and interests of the university.
3. Certify vouchers for disbursement of State appropriations or delegate such authority to others.
4. Sign, with the Secretary of the Board, all contracts approved by the Board, except in those instances wherein the Board, by regulation, has authorized the Chair to designate or has otherwise designated persons to sign in the name of or on behalf of the Chair.

B. VICE CHAIR

The Vice Chair shall:

1. Preside at meetings in the event of nonattendance by the Chair.
2. Perform the Chair's duties in the event of the Chair's temporary inability to do so because of absence from Illinois or otherwise.
3. Become the Acting Chair in the event of the death, resignation, or removal of the Chair until a new Chair is elected.

C. SECRETARY

The Secretary shall sign, with the Chair of the Board, all contracts approved by the Board, except in those instances wherein the Board, by Regulation, has authorized the Secretary to designate or has otherwise designated persons to sign in the name of or on behalf of the Secretary.

D. TEMPORARY CHAIR

If the Chair and Vice Chair are both absent from a meeting, the voting members present may elect a member to serve as Temporary Chair for that meeting only.

E. ASSISTANT SECRETARY

The Assistant Secretary shall:

1. Keep the minutes and records of the proceedings of the Board and the books, papers, and records pertaining to the Office of the Secretary.
2. Prepare and distribute to all Board members, Officers, and the President copies of the Minutes of all meetings of the Board and, within ten days after final approval of the Minutes, send to the library of the university four copies thereof, which shall be made available to anyone requesting them.
3. Prepare and distribute notices and agendas and arrange for Board meetings.

F. TREASURER

The Treasurer shall:

1. Keep the financial records of the Board.
2. Carry out such other functions as the Board shall assign or as may be required by law.
3. Furnish a bond in such amount and with such security as is satisfactory to the Board.

SECTION VI. COMMITTEES

- A. The Executive Committee of the Board shall be a standing committee consisting of the Chair, the Vice Chair, and the Secretary. Another member of the Board shall be a member pro-tem, who shall replace any regular member of the committee who is unable to act for any reason. The Executive Committee Members will be elected by the voting members of the Board. For sufficient cause, when the Board is not in a regular or special meeting, the Executive Committee shall act for the Board. The unanimous vote of the members of the Executive Committee who cast their votes shall be required to authorize the commitment of monies. All actions taken by the Executive Committee shall be reported and recorded in the Minutes at the subsequent Board meeting.

- B. The Board may establish committees consisting of voting and nonvoting Board members to perform any assigned task. The Board Chair shall nominate the members, who are to serve on a committee, shall select a Chair from among the members, and shall submit their names to the Board for approval. The Board Chair shall notify all members of the Board as to the nominees at least five days before the meeting at which a committee is to be established. This requirement may be waived upon approval of a majority of a quorum at such meeting.
- C. The chair of each committee shall call its meetings, preside over its proceedings, and report its actions to the Board. In all other respects, the chair shall have no greater authority than any other member of the committee.
- D. The Board Chair shall serve as an ex-officio voting member of all committees and may be elected chair of a committee by affirmative vote of a majority of a quorum of the Board.

SECTION VII. ADOPTION, AMENDMENT, AND REPEAL OF BYLAWS

Bylaws may be adopted, amended, or repealed at any regular meeting of the Board by a majority vote of the total voting membership of the Board, provided that written notice containing insofar as possible the exact wording of each bylaw to be adopted, amended, or repealed shall have been presented at the preceding regular meeting of the Board.

SECTION I. BOARD PROCEDURES

A. BOARD OF TRUSTEES

The Board of Trustees of Northeastern Illinois University is a body corporate and politic of the State of Illinois created to operate, manage, control, and maintain Northeastern Illinois University. The Board of Trustees of and Northeastern Illinois University shall be referred to in these regulations as the "Board of Trustees" or the "Board".

B. BOARD REGULATIONS

Board Regulations are ~~general statements of policy or procedure rules or directives~~ adopted by the Board concerning the conduct and operation of the Board or the university within the framework of the Board's Governing Policies. Guidelines, policies, or other Board actions directed to specific situations or intended to direct or guide the university are not to be construed as Board Regulations.

Formatted: Font color: Red, Strikethrough

C. ADOPTION, AMENDMENT, OR REPEAL OF BOARD REGULATIONS

1. Board Regulations may be adopted, amended, or repealed at any regular meeting of the Board by a majority vote of the voting membership of the Board. Requests for the adoption, amendment, or repeal of Board Regulations shall be submitted to the President, who shall notify the Board's Chair of such requests. The President shall report such requests with recommendations for action to the Board. Except as specified in paragraphs 3 and 4 below, the adoption, amendment, or repeal of Board Regulations shall occur only after a proposal for adoption, amendment, or repeal has been presented to the Board for first reading by the President.
2. Board action on the proposal shall normally not be taken earlier than next regular meeting following first reading. During the interim between first reading and Board action, the President shall distribute copies of the proposal to appropriate faculty, staff, and student groups. Up to ten days prior to the Board meeting at which action is to be taken, members of the faculty, staff, and student body may submit their views and comments in writing to the President for distribution to the Board together with the President's recommendation for action on the proposal.
3. The President is authorized to make non-substantive amendments to the Board Regulations as may be necessary for such purposes as name or title changes, correcting typographical errors and cross-references, and updating citations.
4. When justified by timing considerations or the nature of the subject matter, proposals for adoption, amendment, or repeal of Board Regulations may be acted upon by the Board at the time of first reading or at such Special Meeting the Board may convene.
5. Interpretations of Board Regulations shall be issued in writing by the Board's legal counsel upon request of the Board or the President.

D. COMPILATION OF BYLAWS, GOVERNING POLICIES, AND REGULATIONS

The President shall maintain an official compilation of the Board's Bylaws, Governing Policies, and Regulations and shall provide copies to members of the Board. Copies shall be distributed to appropriate staff and student body officers, to each Dean and Director within the university, and shall be placed in the Northeastern Illinois University Ronald Williams Library for use by interested persons.

E. DELEGATION OF AUTHORITY

The authority delegated by the Board Regulations to the President may be further delegated by the President to appropriate and responsible officials of the University.

F. BOARD MEETINGS

1. Agenda

The President, in consultation with the Board Chair, shall develop an agenda prior to each Board meeting. The President shall normally mail meeting materials to Board members and other appropriate parties at least seven days prior to the next scheduled meeting. The President shall distribute a copy of the meeting materials to the Chair of the Faculty Senate. Distribution of meeting materials may be subject to reasonable limitations in the case of special or emergency meetings.

2. Reports

The President, in consultation with the Vice Presidents shall develop a format and schedule for reports to the Board. Items presented to the Board shall be submitted for either action or information. Each item presented for action shall be accompanied by an appropriate resolution or recommendation to provide a clear record of the action taken by the Board.

3. Presentations

a. A person seeking to address the Board must complete a "sign-in" sheet prior to addressing the Board. Such "sign-in" sheet will be available at the meeting but a person seeking to address the Board is encouraged to notify the President at least forty-eight hours in advance of the meeting. The speaker must list his/her name on the "sign-in" sheet and may include additional information including, but not limited to, his or her address and telephone number to assist NEIU in any necessary follow-up with the speaker.

b. When the number of requests to address the Board at a given session exceeds the time available, requests will be approved based on the date the written request was received by the President. In addition, preference will be given to subject matters that relate to the agenda for the relevant Board meeting and to avoid repetitiveness.

c. A person seeking to address the Board should limit his or her comments to issues of concern before the Board and shall not contain comments of a personal nature directed towards individual Board members, NEIU employees or any other individual.

Deleted: <#>Persons desiring to address the Board shall submit a written request to the President at least five working days prior to the Board meeting. The request shall include the name, address and phone number of the person wishing to speak, the name of the group represented, and a summary of the presentation.¹

<#>The President and the Chair shall consult with respect to each request to address the Board. Prior to the meeting, the President shall indicate to each person properly submitting a request to address the Board whether the request will be granted or denied. If the request is granted, the form and duration of the presentation shall be subject to rulings of the Chair.¹

Formatted: Not Expanded by / Condensed by

d. The Board will allow up to thirty minutes in total for public comment/questions per meeting. Persons appearing before the Board will each be allotted no more than three (3) minutes for the purpose of making their public comments. This will be strictly adhered to with assistance of a timekeeper. It is the Chair's prerogative to extend the time allotted to any speaker, given the other matters on the Board's agenda.

e. The Board, in its discretion, may accept written comments at its meetings.

f. Any person who does not comply with these guidelines will not be allowed to address the Board.

4. **Recording of Meetings**

Any person may record by tape, film, or other means the meetings of the Board of Trustees or its committees required to be open by Illinois law, provided that, if the recording process interferes with the overall decorum and proceeding of a meeting, such recording shall be discontinued at the request of the Chair or other presiding officer.

5. **Publication of Proceedings**

A report of the proceedings of the Board shall be published for each fiscal year in sufficient number for distribution to interested parties.

SECTION II. EMPLOYEES

A. GENERAL

1. Coverage

This Section II applies to all faculty, administrative, civil service, and other employees of the Board of Trustees of Northeastern Illinois University unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement.

2. Authority to Employ

The Board of Trustees of Northeastern Illinois University is the employer of all faculty, administrative, civil service, and other employees. All civil service employees within the university are employed in accordance with the provisions of [110 ILCS 70/0.01, et seq.](#), as amended, and the rules of the Merit Board and are entitled to all the rights and subject to all the requirements contained therein.

3. Delegation of Authority

- a. Board approval shall be required for creation, elimination, or significant modification of the position of Provost/Vice President, Dean, or Associate/Assistant Provost/Vice President who supervises Deans. The President shall inform the Board of the appointment, promotion, resignation, retirement, or other event concerning the employment of a Provost/Vice President, Dean, or Associate/Assistant Provost/Vice President who supervises Deans as soon as possible after the event.
- b. Board approval shall be required for the award of tenure, the final, involuntary separation of an employee to be effective during the term of an employment contract, the final approval of contracts with any collective bargaining representative, and, where applicable, creation, elimination, or modification of the categories of appointment specified in paragraph 4 below.
- c. The President shall consult with the Board's Chair before appointing a Provost/Vice-President.
- d. Acceptance of the resignation of an employee on behalf of the Board may be made by the President.

4. Categories of Employment

- a. Faculty employees shall be categorized as follows:
 - 1) Type of Appointment
 - a) Probationary
 - b) Tenure
 - c) Temporary
 - 2) Rank
 - a) Instructor
 - b) Assistant Professor
 - c) Associate Professor
 - d) Professor
 - 3) Bargaining Unit Status

-
- b. Administrative employees shall be categorized as follows:
- 1) Level I includes employees who hold the position of Provost or Vice President.
 - 2) Level II includes employees who report directly to a Provost/Vice President and who are directly responsible for administration or coordination of: (a) multiple organizational units and/or functions; (b) generic and complex instructional activities such as graduate education or continuing education; or (c) substantial, generic, and complex activities or functions which are or university wide in scope. Employees in this category will hold titles such as Associate/Assistant Provost/Vice President, Dean, or Director and will be responsible for such activities as administration of a college, graduate education, continuing education, continuing education, student services, library, admissions and records, business operations, physical plant, budget planning development/university relations, legal services, or institutional research.
 - 3) Level III includes employees who hold the position of Assistant to the President, or the Provost/Vice President. Level III also includes employees who report directly to the President, or to employees in Level I or II and who are directly responsible for administration or coordination of: (a) major subdivisions of organizational units or functions; (b) major subdivisions of generic and complex instructional activities such as graduate education or continuing education; or (c) major subdivisions of substantial, generic, and complex activities or functions which are university wide in scope. Employees in this category will hold titles such as Associate/Assistant Dean, Registrar, Director, Associate/Assistant Director, or Coordinator.
 - 4) Level IV includes employees who are responsible for specific professional activities or services requiring high-level academic preparation and/or conceptual skills or who are directly responsible for administration or coordination of a single organizational unit of limited scope. Employees in this category will hold titles such as Director, Associate/Assistant Director, Coordinator, Supervisor, Internal Auditor, Specialist, Administrator, or Manager.
 - 5) Level V includes employees who occupy positions which call for professional preparation and competence but which are essentially entry or intermediate level support positions.
 - 6) Medical doctors providing health services.
 - 7) Department Chairs (hereinafter referred to as Chairs).
- c. Civil Service and other employees, including without limitation lecturers and adjunct appointments, shall be categorized pursuant to guidelines established by the President.

5. Appointment Procedures

a. Adoption of Appointment Procedures

The university shall develop procedures for the appointment (including acting appointment) of faculty, administrative, civil service, and other employees. The procedures shall contain such provisions as are necessary and appropriate and shall be: (a) consistent with the Board's delegation of authority in Section II.A.3.; (b) consistent with the Board's commitment to affirmative action and nondiscrimination in employment practices; and (c) consistent with the Board's policy on participation in university governance. The procedures and any changes shall take effect when approved by the President.

b. ~~Policy on the~~ Avoidance of the Appearance of Nepotism by Administrative Officers

All university employees who have control or influence over decisions involving the use of public resources or authority have the responsibility to exercise that control or influence in a manner that maintains public confidence in the integrity of institutional decision-making processes. This responsibility includes the expectation that, in their exercise of this control or influence, employees will avoid creating the appearance of nepotism as well as other forms of conflict of interest. This expectation is generally best enforced through such normal processes of institutional shared governance and self-regulation as the submission of the decision in question to open review by disinterested third parties or the withdrawal from the decision making process of those persons who may directly or indirectly influence the process for the benefit of close relatives.

In those situations where the decision maker is the President, or the Provost/Vice President, the reality and perception of their influence and power is such that it would not be possible for them to avoid the appearance of a conflict of interest by merely submitting the decision to review or by withdrawing from the decision making process. In the absence of special circumstances, which may be considered by the Board on a case by case basis, no person who is a close relative, or who is, regardless of relationship, a member of the same household, shall be employed in any position that is under the administrative control of a President or Provost/Vice President, that officer who is their close relative or of whose household they are a member.

This ~~policy-Regulation~~ shall not apply to employment decisions made before its adoption. The President shall be responsible for ensuring compliance with this ~~policy-Regulation~~.

6. Educational Requirements

The university shall develop a policy concerning the educational requirements necessary for appointment to faculty rank, including temporary appointments. All educational requirements shall be fulfilled by study in an accredited institution of higher education. The policy shall include the following provisions and such other provisions as are necessary and appropriate:

- a. The minimum educational requirements necessary for appointment
- b. Any exceptions to the minimum requirements

The policy and any changes shall become effective when approved by the President.

7. Position Descriptions

A description shall be prepared for each administrative position, including department chairs, in the university, except for the position of President, which is described in the Board's Governing Policies, and for each civil service and other position. The President shall develop guidelines for the preparation, review, modification, and maintenance of position descriptions.

8. Administrative Organization

An organization chart of the administrative structure shall be prepared for the university. Board approval shall be required for any significant changes in organization prior to their taking effect.

9. Employee Benefits

(Section 9g revised as of April 6, 2017, Board action)

a. Eligibility

The following provisions apply to faculty, administrative, civil service, and other employees not covered by a collective bargaining agreement, subject to the eligibility requirements stated in these Regulations.

b. Military Leave

- 1) An employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave for any period actively spent in such military service, including:
 - a) Basic training
 - b) Special or advanced training, whether or not within the state and whether or not voluntary
 - c) Annual training
- 2) During such leaves, the employee's seniority and other benefits shall continue to accrue.
- 3) During leaves for annual training, the employee shall continue to receive regular compensation. During leaves for basic training, and for up to 60 calendar days of special or advanced training, if such employee's compensation for military activities is less than the compensation as an employee of the university, the employee shall receive regular compensation as an employee of the university, minus the amount of base pay for military activities. The deduction of military pay from the salary of an employee of the university shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.

- 4) A member of the National Guard (or other state military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined wage from the university, respectively, and the military equal to, but not exceeding, the employee's straight time daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the university, the employee may elect to accept the higher rate in which instance the employee shall receive no compensation from the university, as the case may be. The amount of compensation received for temporary active duty shall be reported to the university, within thirty days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made in the next regular payroll. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with the preceding paragraphs.

c. Leave for Court Required Service

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency shall be granted leave with pay and any jury or witness fees may be retained by the employee, provided that no employee shall be given leave with pay for:

- 1) Appearing as a party in a non-job related proceeding involving such employee
- 2) Appearing as an expert witness when the employee is compensated, directly or indirectly for such appearance or where such appearance bears no reasonable relationship to the employee's professional employment by the university
- 3) Appearing as a plaintiff or complainant in a proceeding in which the Board or the university is a defendant or respondent

In granting leave of absence for jury duty, an employee may be required to return to work for the time during which the employee is not required in any jury attendance.

d. Benefits While on Compensated Leave

- 1) An employee shall earn vacation leave and sick leave while on compensated leave other than educational leave or administrative leave.
- 2) An employee on compensated leave may continue to contribute toward and receive the benefits of any State or Board insurance program and retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.
- 3) Upon return to the university from a compensated leave, an employee's salary shall be adjusted to reflect nondiscretionary increases that the employee would have received if not on leave.

e. Emergency Leave

- 1) If an emergency arises (such as a severe snowstorm, tornado, riot, etc.) in which the safety, health, or welfare of employees is a matter of concern, the President may order employees to absent themselves from work with pay.
- 2) Civil Service employees ordered to absent themselves from work under such circumstances shall not lose seniority because of such absence.
- 3) Employees not excused from work under such circumstances who fail to report for work as scheduled may be denied compensation for such absence.

f. Extended Sick Leave

The President of the university may grant an employee sick leave with full pay for a period not to exceed 60 calendar days, if the employee (1) has completed at least three full years of service at the university; (2) has exhausted all sick leave benefits; (3) is a participant in the State Universities Retirement System; and (4) is entitled to and has applied for disability benefits under the State Universities Retirement System.

g. Federal Family and Medical Leave Act

Regardless of any other provisions of these Regulations, and in addition to any other benefits provided to employees, all employees who have a total cumulative service of at least 1 year with the University and who have worked for 1,250 hours over the last 12 months, may take up to a total of 12 weeks unpaid leave during any rolling 12-month measurement period as defined by the federal Family and Medical Leave Act (FMLA) of 1993. FMLA leave may be taken for one or more of the following purposes:

- 1) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- 2) Because of the placement of a son or daughter with the employee for adoption or foster care.
- 3) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- 4) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

FMLA leave for the birth or adoption or foster care placement of a son or daughter may be taken on an intermittent or reduced work schedule and, except where the date of birth or adoption or foster care placement requires leave to begin earlier, will only be given after 30 days' advance notice. If an employee has accrued any paid vacation leave, compensatory time, personal leave, or other family or parental leave under any other University benefit provision, that leave may be substituted for unpaid FMLA leave taken for the birth or adoption or foster care placement of a son or daughter to the extent that such University leave would normally be available for this purpose under the circumstances in question.

FMLA leave taken because of the serious health condition of the employee, or to care for an employee's spouse, son, daughter, or parent with a serious health condition, must be supported by certification from a healthcare provider, and may be taken on an intermittent or reduced work schedule of not less than half hour periods when the medical necessity for such a schedule is supported by such certification. Where the need to take such leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment in an operationally non-disruptive manner, and shall provide 30 days' advance notice, or such notice as is practicable if the treatment must begin earlier. Under the conditions defined by the FMLA and in a manner consistent with University procedures, second and third medical opinions and re-certifications may be required and an employee on intermittent or reduced leave may be required to transfer temporarily to an available alternative position. If the employee has accrued any paid vacation leave, compensatory time, personal leave, or any other medical or sick or family or parental leave under any other University benefit provision, that leave may be substituted for the unpaid FMLA leave taken for the serious health condition of the employee or to care for the employee's spouse, son, daughter, or parent with a serious health condition to the extent that such University leave would normally be available for this purpose under the circumstances in question. Certification that an employee is able to return to work will be required for return from FMLA leave taken because of the serious health condition of the employee under the same terms and conditions currently applicable to employees under existing state laws and regulations, Board Regulations, and collective bargaining agreements.

In general, an employee on unpaid FMLA leave will be entitled to be restored to the same or an equivalent position on return from the leave, and will be treated in regards to entitlement to benefits while on leave in the same manner as any other employee on leave without pay, with the exception that health benefits coverage shall be extended to an employee on FMLA leave for the duration of such leave at the level under the conditions of coverage which would have been provided if the employee had continued in employment continuously for the duration of the leave. Under circumstances where University provided paid leave is substituted for FMLA unpaid leave, employees will be entitled and will accrue benefits to the extent and in the manner provided for by Board Regulations and collective bargaining agreements governing paid leave. The maintenance of health benefits for employees on FMLA leave will be governed by the rules and procedures adopted by the Department of Central Management Services for this purpose.

h. Implementing Policies

The university may develop policies implementing the benefits specified in this Subsection A.9., Subsection B.6., and Subsection C.7., of this regulation. The policies and any changes shall become effective when approved by the President.

10. Outside Employment

An employee's participation in outside employment must be consistent with the employee's obligation to the University as the primary employer and is subject to such conditions as may be imposed by federal or state law or the terms of a collective bargaining agreement. The President shall establish guidelines concerning outside employment.

11. Retirement

- a. Employees are subject to the statutes and rules governing the State Universities Retirement System.
- b. In addition to any other early retirement options available under the statutes and rules governing the State Universities Retirement System, early retirement is permitted for employees who have attained age 55 and satisfy all of the eligibility requirements for such early retirement specified by the statutes and rules governing the State Universities Retirement System.
- c. An employee who is receiving a retirement annuity from the State Universities Retirement System and who is employed at the university shall not receive annual salary payments for such employment in excess of that amount which, when added to his/her annual retirement annuity, will equal more than such employee's highest earnings (including summer session) during any fiscal year prior to retirement.

12. Tax Deferred Annuity Plans

In accordance with the applicable provisions of the Internal Revenue Code, university employees may participate in various tax deferred retirement/annuity plans offered by third-party providers under the following terms:

- a. Conditions of Approval Affecting Participating Companies
 - 1) All tax deferred annuity contracts issued by participating companies must comply with the Internal Revenue Code, as amended, and regulations promulgated pursuant thereto. Participating companies must be authorized by the Director of Insurance of the State of Illinois to issue tax deferred annuity contracts and must indemnify the university from any loss caused by such company's failure to comply with such laws and regulations.
 - 2) All monies withheld through agreements between the University and the employee will be used to purchase only qualified tax deferred annuity contracts, which exclude waiver of premium provisions, disability income provisions, and life insurance provisions.
 - 3) Each participating company must provide the President, upon request, all information about its contracts, including but not limited to all charge and commission schedules, and must agree that this information may be made available to employees on a comparative basis with other companies. A principal officer of the company must attest to the accuracy of the information provided.

- 4) Each participating company must designate a company representative or agent who will be readily available to employees to discuss or modify their contracts.
- b. Administration of Tax Deferred Annuity Plan
 - 1) This plan shall be administered by the President, who shall have the authority to prescribe such additional guidelines, not inconsistent herewith, as are deemed appropriate for accomplishing the purposes herein set forth.
 - 2) The University may suspend or remove a company from the list of approved companies at any time. Such suspension or removal shall not affect the rights of employees who have commenced contributions to the company prior to the effective date thereof but shall preclude the company from issuing additional tax deferred annuity contracts to University employees.

13. Official Residences, Offices, and Automobiles

- a. The President may be required as a condition of employment to live in an official residence provided by the University. The official residence should include a public area to be used for ceremonial and entertainment purposes, as well as conferences and other university business. The official residence shall have installed a separate telephone line to the university and other equipment, which may be needed to enable the President to maintain direct contact with the institution and perform official duties on an on-call basis. The University shall maintain the official residence and its grounds and may provide housekeeping services and furnishings for the public area.
- b. The President shall submit to the Board of Trustees for approval an annual budget for repair, remodeling, and furnishing of the official residence. Requests for Board approval of such projects shall be accompanied by a description of the project, a project budget, and a statement of justification. In addition, prior Board approval shall be required for each such project that has not been previously approved by the Board, provided that in emergency situations such approval may be granted by the Board's Executive Committee, and reported to the Board at its next meeting.
- c. Prior Board approval shall be required for each project involving the construction, remodeling, furnishing, or refurbishing of the office and conference areas of the President if the aggregate expenditures for labor, materials, or furnishings for the project, irrespective of the source of funds, will be \$10,000 or more by the time the project is completed or if all such projects relating to the President's Office or conference area will total \$10,000 or more in a fiscal year. Requests for Board approval of such projects shall be accompanied by a description of the project, a project budget, and a statement of justification.
- d. The President shall be provided by the University with an automobile for official business and personal use.

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 1.64", Hanging: 0.25", Space Before: 5.95 pt

14. Employees Licensed to Practice Law

Unless appearing *pro se*, employees of the University who are licensed to practice law may not represent any person or entity in any litigation, administrative proceeding, or other matter (other than proceedings conducted pursuant to Board or university regulations or procedures, or a collective bargaining agreement to which the Board is a party) in which the Board, its members, in their official capacities, or employees of the University are adverse parties.

15. Labor Relations

- a. Authority for the negotiation, administration, and coordination of all collective bargaining agreements and overall responsibility for labor relations activities is delegated by the Board of Trustees to the President. There shall be an on-site contract administrator designated by the President to handle the day-to-day implementation of collective bargaining agreements on campus.
- b. No collective bargaining agreement shall be effective or implemented until first ratified by the certified employee representative and then approved by the Board of Trustees.
- c. All collective bargaining agreements shall be signed by the Chair and Secretary of the Board of Trustees or, where appropriate, by the president who shall sign such instruments in the names of the Chair and Secretary.

16. Copyrights and Patents Policies

- a. Copyrights
 - 1) The Board recognizes that the creation of scholarly materials can be of benefit to the author and the university and thus is to be encouraged. Therefore, the Board's copyright ~~policy~~ Regulation is intended to foster the traditional freedoms of faculty, staff, and students with regard to the creation and publication of copyrightable works. At the same time, this ~~policy~~ Regulation is intended to provide a fair and reasonable balance of the interests in such works among authors, sponsors, and the Board and the university.
 - 2) Works subject to copyright may include any written, printed, recorded, or created work subject to copyright under applicable federal law.
 - 3) Under copyright law, the right to copyright any material, or to assign this right to a publisher or producer, normally belongs to the author of the work. However, in the case of a "work for hire," the employer or other person for whom the work has been prepared is considered the copyright owner. To establish guidelines for determining whether a "work for hire" relationship exists and to balance the equitable interests involved, the following principles will be followed:

Ownership in copyrightable works produced by authors who are faculty, staff, or students at the university shall remain with the faculty, staff, or student authors except in the following situations, in which ownership of all rights in copyrightable works produced shall belong to the university.

- a) Works prepared under an agreement with an external party (e.g., a grant or contract) where the terms of the agreement require the university to hold or transfer ownership in the copyrightable work
 - b) Works expressly commissioned in writing by the Board of Trustees or the university, or
 - c) Works created as part of the employee's assigned duties and activities, excluding (i) works created as part of sabbaticals or employee-initiated research release time or (ii) works submitted to journals for publication. (However, works created as part of an employee's unassigned duties and activities are not considered "works for hire," and ownership of copyrights for these works shall remain with the author.) If an author is uncertain about the ownership of a work arising out of a particular assignment, before undertaking the assignment the author shall be entitled to request in writing and to receive a clarifying written statement from the President of the university
- 4) If more than half the cost of production of a copyrightable work not considered a "work for hire" hereunder was provided through university resources, the faculty, staff, or student author shall grant the University an irrevocable, non-exclusive, royalty-free license to use, copy, and sell such work in connection with its teaching, research, and public service programs.
 - 5) With respect to copyrightable works owned or used by the University pursuant to paragraph 3) or 4) above, the author may be required to execute such documents as are necessary to vest ownership, or a royalty-free license to copy, use, and sell such works, in the Board or its designee and to warrant that such works do not infringe any pre-existing copyright.
 - 6) When the Board or the university commissions the preparation of a copyrightable work by an author who is not a Board or university faculty or staff member or student, the contract with such author shall specify that the work shall be considered a "work for hire."
 - 7) Works owned by the author may be copyrighted, published, and distributed by the author, or by others to whom the author has assigned such rights, subject only to any license referred to in paragraph 4) above. Authors may request that the work be produced through the University; and, if the request is granted, an agreement will be drawn up specifying the duties of the author and the University, the distribution of any income received between the author and the University (for the benefit of the university), and other mutually agreed upon terms. The agreement shall be approved by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.
 - 8) To avoid the appearance of impropriety, faculty-authors who require their students to purchase their works should:

- a) Donate the equivalent amount of any royalties received from such purchases to the university for use in an appropriate fund (e.g., department or college scholarship), or
 - b) Consider other appropriate methods of divesting themselves of the equivalent amount of any such royalties
 - 9) In the event that income is received by the university from any copyrightable works belonging to the University, an appropriate share shall be paid to the author. The amount of said share shall be determined by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.
 - 10) The university's share of copyright income shall be used and controlled in ways to produce the greatest benefit to the university and to the public in a manner to be determined by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.
- b. Patents
- 1) The principle is recognized that discoveries, inventions, and patents that are the result of research carried on by, or under the direction of, faculty, staff, or students on Board or university time, with their facilities, or from funds under their control belong to the University (for the benefit of the university) and shall be used and controlled in ways to produce the greatest benefit to the university and to the public.
 - 2) Patentable inventions or discoveries covered by paragraph 1) above shall be submitted to the appropriate research administrator or committee to be considered for submission to a research corporation, which may patent and commercialize the invention or discovery without expense to the inventor or discoverer or to the university. If an invention is not submitted to or accepted by such research corporation, its disposition will be determined by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.
 - 3) In the event that income is received by the University (for the benefit of the university) from any patent, an appropriate share shall be paid to the inventor or discoverer. This share is to be determined by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.
 - 4) Agreements with sponsors, which provide that the sponsor may determine disposition of patentable inventions or discoveries, may be accepted when required by applicable state or federal statutes or when the action of the Board or University in waiving its rights to such inventions or discoveries is determined to be in the public interest. Any such waiver requires the approval of the President.
 - 5) The share of any income to the university (for the benefit of the university) resulting from the commercial development of inventions or discoveries shall be used primarily for support of further research. Such

-
- use shall be determined by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.
- 6) Approval by the Board of Trustees shall be required for use of the name of the Board of Trustees of Northeastern Illinois University, in advertising or promoting commercial development resulting from research, and approval by the President shall be required for use of the name of the university for such purposes.
- c. The university shall develop policies implementing the provisions of paragraphs a. and b. above. The policies and any changes shall become effective when approved by the President.

B. FACULTY AND ADMINISTRATIVE EMPLOYEES

1. Coverage

This Subsection B. applies to all faculty and administrative employees of the Board unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement.

2. Salaries and Compensation

- a. The President shall annually develop guidelines for the initial and continuing salaries of administrative employees. The President shall review the guidelines and any changes with the Board before implementation.
- b. The President shall annually develop guidelines for the award of salary increases. The President shall review such guidelines with the Board before implementation.
- c. The university shall develop policies concerning salaries for department chairs. The policies and any changes shall become effective when approved by the President.
- d. The salary of any individual becoming a member of the faculty after relinquishing an administrative position shall be determined on the basis of such individual's qualifications as a faculty member.

3. Administrative Employees with Faculty Rank

The following provisions shall apply to administrative employees with faculty rank (including Chairs) and shall not apply to employees covered by a collective bargaining agreement.

- a. An administrative employee may retain faculty rank in a department (or equivalent academic unit) in which it has previously been granted by the university. Furthermore, an administrative employee may be granted faculty rank at the time of appointment or subsequent thereto or may be promoted in faculty rank if such employee satisfies the educational requirements specified in Subsection A.6., above and faculty rank or promotion is recommended by the appropriate department (or equivalent academic unit), the Dean, and Provost/Vice President and approved by the President.
- b. An administrative employee with faculty rank previously granted tenure by the Board shall retain such tenure, which shall not be transferred from one department (or equivalent academic unit) to another except by approval of the Board upon recommendation by the President after consultation with the departments (or equivalent academic units) involved.
- c. At the time of initial employment by the Board, an administrative employee whose preceding employment included faculty rank and tenure may be granted tenure only if so recommended by the department (or equivalent academic unit), the Dean, the Provost/Vice President, and the President and approved by the Board.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative
Page: 18

- d. Except for a Chair, who shall be eligible for tenure as provided in paragraph e. below, an administrative employee with faculty rank but without tenure shall not be eligible for tenure during the period that such employee occupies an administrative position.
- e. Chairs shall be eligible for consideration for tenure during their term of service as Chair if they hold at least the rank of Assistant Professor. Such employees may be considered for promotion to Associate Professor and tenure in the same year.

1) Educational Requirements

A Chair shall be eligible for consideration for tenure if ~~he/she- they~~ meets the educational requirements established by the university for tenure for faculty employees covered by a collective bargaining agreement.

2) Years of Service

- a) Except as provided in paragraph 3) below, a Chair may not apply for tenure before ~~his/her- their~~ sixth probationary year of employment at the university.
- b) A Chair who has no previous full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year one at the time of initial appointment.
- c) A Chair who has one year of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year two at the time of initial appointment.
- d) A Chair who has two years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year three at the time of initial appointment.
- e) A Chair who has three or more years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year four at the time of initial appointment.
- f) A Chair may elect to be placed in a lower-numbered probationary year by written notification to the appropriate Provost/Vice President by the close of the second academic term following ~~his/her- their~~ initial appointment.

3) Consideration for Tenure on the Basis of Exception

- a) A Chair who does not satisfy the educational requirements for tenure established pursuant to paragraph 1) above or the years of service requirement specified in paragraph 2) above may apply for consideration for tenure in ~~his/her- their~~ fourth, fifth, or sixth year of full-time service at the university on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 19

-
- b) A Chair who applies for consideration for tenure as an exception to the educational requirements or years of service requirements shall present evidence in support of ~~his/her~~ their claim for an exception.
 - 4) Tenure for Chairs shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation of the President. Tenure shall be in an academic department or equivalent unit.
 - 5) The performance of a Chair during the entire term of employment shall be considered by the Board in determining whether to grant tenure.
 - 6) An eligible Chair must apply to the Dean of ~~his/her~~ their college (or equivalent unit) prior to the commencement of the tenure process in order to be considered for tenure. In the event that an eligible Chair does not submit ~~his/her~~ their application for tenure in the sixth probationary year, such employee shall receive a terminal contract for the next subsequent academic year.
 - 7) Removal from Office

In appropriate circumstances, removal of a Chair from office during the term of a Chair's appointment may be initiated by vote of a 2/3 majority of all probationary and tenured faculty members of the department, or by the Dean of the College after consultation with members of the department and the Provost/Academic Vice President. The final decision with respect to removal of a Chair shall be made by the President. In the event of removal from office, a Chair shall be entitled to return to ~~his/her~~ their department to assume faculty responsibilities at ~~his/her~~ their then-current faculty rank. The President shall establish guidelines concerning the removal of a Chair from office during the term of a Chair's appointment. The guidelines shall ensure that the incumbent has a brief statement from the faculty of the department outlining the reason(s) for their action, a short summary of the evidence supporting the faculty's action, and an opportunity to explain the Chairs' side of the matter before the President decides.

4. Reassignment and Termination

a. Reassignment

- 1) Employees at the university may be reassigned by the President without notice in advance. The President shall consult with the Board prior to the reassignment of a Provost/Vice President. Employees, other than employees with a temporary appointment (including employees whose appointment is supported by grant or contract funds), who are reassigned shall receive written notice of any reduction in monthly compensation as follows:
 - a) In the first year of employment at the university, not later than three months prior to the effective date of reduction in monthly compensation; and

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 20

- b) in the second or subsequent year of employment at the university, not later than six months prior to the effective date of reduction in monthly compensation.
- 2) Unless the contract of employment specifies otherwise, the President may be reassigned by the Board without notice in advance. A President who is reassigned shall receive written notice of any reduction in monthly compensation as follows:
 - a) In the first year of employment as President, not later than three months prior to the effective date of reduction in monthly compensation; and
 - b) in the second or subsequent year of employment as President, not later than six months prior to the effective date of reduction in monthly compensation.

This paragraph a. does not apply to Chairs.

b. Termination with Notice

- 1) The President shall be employed by and serve at the pleasure of the Board unless the contract of employment specifies otherwise. The President shall receive written notice of termination, signed by the Chair of the Board, as follows:
 - a) in the first or second year of employment as President, not later than six months prior to the termination date specified in the notice;
 - b) in the third or subsequent year of employment as President, not later than twelve months prior to the termination date specified in the notice.
- 2) All other employees shall be employed by the Board and serve at the pleasure of the President. Employees, other than employees with a temporary appointment (including employees whose appointment is supported by grant or contract funds), shall receive written notice of termination signed by the President as follows:
 - a) in the first year of employment at the university, not later than three months prior to the termination date specified in the notice;
 - b) in the second through fifth year of employment at the university, not later than six months prior to the termination date specified in the notice; and
 - c) in the sixth or subsequent year of employment at the university, not later than twelve months prior to the termination date specified in the notice.

Employees terminated in accordance with this paragraph b. shall not be entitled to invoke the procedures for hearing provided in paragraph c. below. Their employment is at-will and subject only to the notice and additional term of employment described above. If such employees have academic rank (but not tenure), they shall not be entitled to return to a teaching position. The provisions for prior notice set forth in this paragraph b. shall not be applicable in cases involving termination for cause, in which cases the procedures specified in paragraph c. below

shall apply. This paragraph b. does not apply to the removal from office of Chairs. The President shall consult with the Board prior to issuing a written notice of termination to a Provost/Vice President.

c. Termination for Cause (Hereinafter "Termination")

1) Employees Covered by a Collective Bargaining Agreement

Termination of a tenure appointment at any time or of a probationary, temporary, or other non-tenure appointment before the end of the specified term shall be governed by the appropriate collective bargaining agreement. Employees with tenure or probationary, temporary, or other non-tenure appointments do not have a right to the procedures provided herein which, in such cases, would duplicate the rights provided by the appropriate collective bargaining agreement.

2) Employees Not Covered by a Collective Bargaining Agreement

Termination of employees not covered by a collective bargaining agreement before the end of the specified term of employment may be effected at any time for adequate cause after notice and an opportunity to be heard as provided in these Regulations. Termination proceedings shall be initiated by the President. The President shall consult with the Board prior to the initiation of a termination proceeding against a Provost/Vice President, Dean, or Associate/Assistant Provost/Vice President who supervises Deans/Directors.

"Adequate cause" as used in this paragraph c. shall mean one or more acts or omissions which, singly or in the aggregate, in the Board's sound discretion, have directly and substantially affected or impaired an employee's performance or fulfillment of ~~his/her~~ their duties.

3) The following provisions shall apply to university employees:

- a) The President shall have the right to a hearing by the Board.
- b) Prior to issuance of a notice of intent to seek termination of an employee, the President shall, when practicable hold at least one meeting with the employee to discuss possible remedial actions by the employee or to discuss settlement of the matter. If such a meeting is not practicable, the President shall make at least one good faith attempt to communicate with the employee by registered or certified mail, return receipt requested addressed to the employee's last known address, to offer the employee the opportunity to propose remedial actions by the employee or to discuss settlement.
- c) Prior to such a meeting or attempted communication, the President shall provide the employee with a written statement of the purpose of the meeting, including an identification of the topic(s) to be discussed.
- d) Additional meetings or communications to discuss possible remedial actions by the employee or to discuss settlement of the matter may continue until either the President or the employee notifies the other in writing of ~~his/her~~ their belief that further meetings will not be productive.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 22

-
- e) Not later than six months from the date of the first meeting or communication (a time limitation that may be extended by agreement of the parties), the President shall provide the employee in writing with one of the following:
 - i) a statement that further action on the matter will not be pursued and that all references to it will be removed from the employee's personnel file; or
 - ii) a statement that further action on the matter will not be pursued at that time but that reference to it shall remain in the employee's personnel file; or
 - iii) specification of any remedial actions to be taken by the employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of intent to seek termination will be issued before evaluation of the remedial actions; or
 - iv) the terms upon which the matter is to be settled; or
 - v) a notice of intent to seek termination,
 - f) If the President issues a notice of intent to seek termination, the following procedure shall apply:
 - i) A termination proceeding shall be initiated by the President providing a notice of intent to seek termination with a statement of reasons for termination to the employee by registered or certified mail return receipt requested addressed to the employee's last known address. Such mailing of the notice or other documents under this section shall constitute service.
 - ii) The employee shall have the right to request a formal hearing before a committee of five employees selected from the administration. Such a request must be received in writing by the President within fifteen workdays after service of the notice of intent to seek termination. If the employee requests a hearing, the committee shall be selected within fifteen workdays after the President has received the request. The employee shall select two employees to serve on the committee, and the President shall select two employees to serve on the committee. The four employees so selected shall select a fifth employee to serve on the committee. If a committee is not selected by the method described above within fifteen workdays, the President shall appoint the remaining members of the committee.
 - iii) The employee shall be provided with a notice of the hearing and specific written charges at least twenty workdays prior to the hearing. During the proceedings, the employee may be assisted by a counselor or advisor of ~~his/her~~ their choice. When practicable, the employee shall be present but such presence is not required for the proceeding to go forward.
 - iv) A verbatim record of the hearing will be taken and a typewritten copy will be provided to the employee. The burden of proof that adequate cause exists rests with the

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 23

university and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The employee will be afforded an opportunity to present witnesses and to confront and cross-examine all witnesses.

- v) The committee shall make a good faith effort to hold full day hearing sessions, five days per week, on days when the University is in session. A termination hearing shall not exceed in the aggregate, a period of three months unless extended by a majority vote of the hearing committee. The findings and recommendations of the committee shall be reduced to writing and furnished to the employee and the President within twenty workdays after the conclusion of the hearing. If the hearing committee concludes that adequate cause has not been established by the evidence in the record, it will so report to the President. If the President rejects the report, ~~he/she- they~~ shall state the reasons for doing so in writing to the hearing committee and the employee and provide an opportunity for a written response. If the hearing committee concludes that adequate cause for termination has been established, it will so recommend, with supporting reasons in writing, to the President. If the hearing committee concludes that adequate cause for a sanction less than termination has been established, it will so recommend, with supporting reasons in writing, to the President.
 - vi) The recommendation of the President, along with that of the hearing committee should it not concur with the President, a transcript of the hearing and documentary evidence submitted shall all be submitted to the Board for final action. The employee may request, but is not entitled, to appear before the Board in person to make a brief statement, which may be rebutted thereafter by the President.
 - vii) If a hearing committee fails to provide its findings and recommendations in writing within twenty work days after conclusion of the hearing, the President shall submit ~~his/her~~ their recommendations in writing to the Board Chair for final action.
 - viii) If the employee fails to request a hearing in writing within fifteen workdays after service of the notice of intent to seek termination, the President shall decide whether there is adequate cause for termination or for a sanction less than termination. The decision of the President shall be reduced to writing and furnished to the employee with supporting reasons. The decision of the President in such cases shall be final.
- 4) The following provisions apply to all employees covered by this Subsection B.:
- a) An employee terminated for adequate cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 24

- b) An employee served with notice of intent to seek termination may be suspended or reassigned by the President, with compensation if ~~he/she is—~~ they are of the opinion that the employee's presence in ~~his/her—~~ their appointed position constitutes a threat of bodily harm or harm to property or might impede operations. If, following the hearing process described above, it is determined that no action against the employee will be taken, the employee will be restored to ~~his/her—~~ their position.
- c) A record of any disciplinary action taken against an employee shall be placed in the employee's personnel file.

5. Compulsory Disability Leave

- a. If the President believes an employee is unable to perform assigned duties due to illness or injury, ~~he or she—~~ they may inform the employee in writing of the basis for such belief and require the employee to obtain a medical examination by a doctor chosen and paid for by the university, or by a doctor chosen and paid for by the employee who is acceptable to the President. The President may suspend such an employee with pay pending such an examination and evaluation thereof. A doctor who conducts such examinations is not responsible for making an employment decision but the doctor's role is limited to advising the President about an individual's functional abilities and limitations in relation to job functions, and about whether the individual meets the university's health and safety requirements. Accordingly, the university should provide doctors who conduct such examinations with specific information about the job and inform the doctor that any recommendations or conclusions should focus on (1) whether the employee is currently able to perform this specific job, with or without accommodation; and (2) whether the employee can perform this job without posing a direct threat to the health or safety of the employee or others. Refusal of an employee to submit to a medical examination may result in further suspension of the employee or other disciplinary action. A copy of the doctor's opinion shall be given to the employee. At the employee's discretion and expense, a second medical opinion may be obtained for consideration by the President.
- b. If the doctor's recommendation or conclusions, in the opinion of the President, indicates that the employee (1) cannot perform the job without posing a direct threat to the health or safety of the employee or others, or (2) is currently not able to perform the job, with or without accommodation the President may place the employee on compulsory disability leave. The President shall notify the employee in writing of the duration of the compulsory leave period. Any earned leave credits shall be used during the compulsory leave period. That portion of the compulsory disability leave, if any, which is not covered by earned leave credits shall be without pay.
- c. After expiration of one-half of the compulsory disability leave period, the employee may, upon prior notice to the President and at the employee's expense, seek a medical opinion from a doctor acceptable to the President as to the ability of the employee to return to work. If the opinion indicates the employee is able to return to work, with or without reasonable

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 25

accommodation, the employee may return to work at a time mutually agreed upon between the employee and the employer.

- d. If, in the opinion of a doctor chosen and paid for by the university, or of a doctor chosen and paid for by the employee who is acceptable to the President, an employee is unable to return to work, with or without reasonable accommodation, at the end of a compulsory disability leave, the President may (1) extend the leave without pay, (2) request the employee's resignation, or (3) terminate the employee's employment.
- e. In placing an employee on compulsory disability leave, the university will adhere to all requirements of the Federal Family Medical Leave Act, the Americans with Disabilities Act, and all other applicable federal and state statutes and regulations and the foregoing regulations shall be construed and applied to conform therewith.

6. Employee Benefits

(Section 6a revised as of November 18, 2004, Board action)

a. Application

- 1) The benefits described in this paragraph 6., are applicable only to faculty and administrative employees who are not covered by a collective bargaining agreement. In those cases where benefits described have been granted by state or federal statutes, any amendments to the statute will supersede and control the application of the corresponding Board Regulations.
- 2) An employee with a full-time appointment shall be eligible to receive the benefits described in this paragraph 6. An employee whose appointment is at least half-time but less than full-time shall be eligible to receive such benefits on a pro-rated basis, provided that such employee shall not be eligible for educational leave or leave without salary.
- 3) An employee who receives an appointment on an "acting" basis shall, if not prohibited by or inconsistent with a collective bargaining agreement, be eligible for the benefits described in this paragraph 6., during the term of the "acting" appointment.
- 4) An employee hired specifically for a full-time temporary position shall, during the first year of such appointment, earn non-cumulative sick leave at the rate of 10 days per year (credited to the employee at the beginning of the appointment) and, if the appointment is 12 months or greater, earn non-compensable vacation days at the rate of 2 days per month to a maximum of 48 days (credited to the employee at the beginning of each month following the month earned). The employee also shall be eligible for holidays, bereavement leave, and leave for court required service, but shall not be eligible for any other benefits provided by this paragraph 6. Such employee shall not receive any benefit or compensation for unused sick or vacation leave at the end of the appointment. If such appointment is at least half-time but less than full-time, the employee shall be eligible to receive the benefits listed in this paragraph 6.a.4 on a pro-rated basis, based on percent of appointment.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 26

-
- 5) a) An employee hired specifically for a full-time temporary position, who is appointed to said position for more than one consecutive year, shall be eligible for sick and vacation leave, holidays, bereavement leave, and leave for court required service.
- b) In addition, effective at the beginning of the second consecutive year of such appointment, such employee shall become eligible for educational benefits and shall earn sick leave at the rate of one day per month of appointment, credited to the employee at the beginning of the month following the month earned. Such employee shall not receive any benefit or compensation for unused sick or vacation leave at the end of the appointment.
- c) If the foregoing appointment is at least half-time but less than full-time, the benefits listed in this paragraph 5) shall be provided on a pro-rated basis, based on percent appointment, and the employee shall not become eligible to earn the benefits listed in paragraph b) above until the beginning of the third consecutive fiscal year of such appointment.
- 6) Part-time faculty employees paid on a per-course basis and employees with appointments for less than half time shall not be eligible for any benefits described in this paragraph 6, except as provided in negotiated agreements.
- b. Vacation Leave
- 1) Employees with 12-month appointments shall earn vacation leave at the rate of 2 days per month during each month, or major fraction thereof, of service in pay status. Employees with less than 12-month appointments shall earn no vacation leave. Vacation leave may be accrued up to a maximum of 48 days. An employee who accrues the maximum will, except as provided below, earn no further vacation leave until the employee's use of vacation leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the President be permitted to earn up to 12 days of vacation leave beyond the maximum of 48 days. Such additional vacation leave must be used within 12 months after the employee completes work on the special assignment.
- 2) Vacation leave shall ordinarily be earned before being taken. In exceptional circumstances, an employee may, at the discretion of the President be permitted to take up to six days of vacation leave before it is earned. In such case, the employee shall accrue no further vacation leave until the amount taken in advance has been earned. If the employee terminates ~~his/her- their~~ employment prior to earning the amount of vacation leave taken in advance, the unearned amount shall be deducted from ~~his/her- their~~ salary upon termination.
- 3) All requests for vacation leave shall be submitted in advance to the employee's immediate supervisor. The immediate supervisor shall assure that the appropriate leave forms are executed and signed and that they are forwarded to an appropriate office, which shall maintain a record of time accrued and leave taken. For vacation leave in excess of 3

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 27

days, such requests shall ordinarily be submitted at least 30 days in advance of the date on which the employee wishes to begin leave.

- 4) Approval of the dates on which an employee wishes to take vacation leave shall be at the discretion of the employee's immediate supervisor, and shall be subject to the consideration of maintaining efficiency of operations.
- 5)
 - a) Upon termination of employment, and provided that the employee is not reemployed at the same place of employment within 30 calendar days, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued vacation leave.
 - b) Vacation leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee in accordance with paragraph 1) above and subtracting any days, or fractions thereof, used by the employee.

c. Sick Leave

- 1) An employee, while in pay status, shall earn non-cumulative sick leave at the rate of ten days per year of employment, which shall be credited to the employee at the beginning of the employment year, starting with the first year of employment.
- 2) An employee, while in pay status other than educational leave, shall earn cumulative sick leave at the rate of 1.5 days per month. An employee may accrue cumulative sick leave up to a maximum of 300 workdays. An employee who accrues the maximum, and whose sick leave balance includes cumulative sick leave earned before January 1, 1984, shall continue to earn cumulative sick leave at the rate of not more than 1.5 days per month, provided that the sick leave balance of such employee remains at the maximum by the deduction therefrom of not more than 1.5 days per month of cumulative sick leave earned before January 1, 1984. An employee who accrues the maximum, and whose sick leave balance does not include any cumulative sick leave earned before January 1, 1984, will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum.
- 3) Sick leave may be used for injury or illness of an employee, including temporary disability caused or contributed to by pregnancy, which prevents the employee from performing assigned duties. An employee may use up to five days of earned sick leave per calendar year for absences resulting from the illness or injury of a parent, spouse, or child. Upon approval of the President, an employee may use additional accrued sick leave for such absences.
- 4) Deductions of sick leave shall not be made during any Board approved holiday. One day of sick leave shall be deducted for each day an employee is absent because of injury or illness. No more than five days of sick leave shall be deducted in anyone calendar week. Sick leave used by an employee shall be charged against the employee's accumulated sick leave in the following order: first, sick leave accumulated before January 1, 1984; then sick leave accumulated on or after January 1,

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 28

1998; and finally, sick leave accumulated on or after January 1, 1984, but before January 1, 1998.

- 5) a) Upon termination of employment, and provided the employee is not re-employed at the same place of employment within 30 calendar days, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned after December 31, 1983 and prior to January 1, 1998. The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following: (i) the number of days, or fractions thereof, of cumulative sick leave earned by the employee, in accordance with paragraph 2) above, minus any days, or fractions thereof, of cumulative sick leave used by the employee; or (ii) the number of days, or fractions thereof, of cumulative sick leave earned by the employee in accordance with paragraph 2) above after December 31, 1983 and prior to January 1, 1998. Non-cumulative sick leave days shall be used first and cumulative sick leave days shall be used in the order in which they have been accrued. No lump sum payment shall be made for non-cumulative sick leave.
 - b) An employee may waive payment for all or part of ~~his/her~~ their eligible accrued sick leave (one-half of the employee's accumulated and unused sick leave earned after December 31, 1983 and prior to January 1, 1998) by executing an appropriate waiver form prior to termination of employment.
 - c) An employee who has received a lump sum payment for accrued sick leave and who, within two years, is re-employed by the Board may, if separated in good standing, have the employee's accrued sick leave restored if, within 30 days after commencement of such reemployment, the employee repays said lump sum payment to the Board for the benefit of the location at which accrued sick leave is restored. For each day of sick leave to be restored, the employee shall repay the gross amount the employee was paid for one day of accrued sick leave. All or part of an employee's accrued sick leave may be restored in this manner; however, the employee shall not be entitled to have any such sick leave so restored if repayment is not made to the Board.
- 6) The Board, through its authorized representatives, reserves the right to require acceptable evidence of illness or disability with respect to the use of sick leave.

d. Holidays

- 1) Holidays recognized by the Board shall be New Year's Day, the day before or the day after New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and the day before or the day after Christmas Day.
- 2) The ~~U~~university will be closed, except for necessary operations, on the foregoing holidays. Employees will be excused with regular pay on said holidays unless otherwise determined by the President.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 29

- 3) Employees who are required to work on an observed holiday shall be granted, by mutual agreement between the employee and the employer, paid time away from work equivalent to the number of hours worked on the holiday.

e. Bereavement Leave

- 1) Leave with pay of three days per occurrence, to be taken within a period of five consecutive work days commencing with the date of occurrence, will be granted to an employee in the event of the death of the employee's ~~husband~~ spouse/partner, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, or first cousin, or a member of the employee's immediate household. Bereavement leave shall be taken in not less than one-half day increments and may not be accumulated.
- 2) Bereavement leave of longer duration than set forth above may be approved under special circumstances by the President and will be deducted either from vacation leave or from sick leave at the employee's choice, provided an accrual balance is available.

f. Parental Leave

An employee may use up to 20 days of earned sick leave per calendar year for parental leave upon the birth of a child by the employee or the employee's spouse or the adoption of a child by the employee. Requests for parental leave of more than 10 days shall be submitted to the President 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than 10 days shall be subject to the consideration of maintaining efficiency of operations.

g. Educational Leave

Employees shall have the right to apply for an educational leave after having completed a period of five years of service at the university. Requests for leave shall be submitted in writing by the employee to the person who supervises the employee's work. If such supervisor approves the request, it shall be forwarded to the President for approval together with the written recommendation of the supervisor and a statement indicating whether the work of the administrative or academic unit in which the applicant serves can be so arranged as to be carried forth effectively during the period of leave. The supervisor shall further set forth in detail a report summarizing the work the employee intends to perform during the leave and shall further indicate how such work is consistent with the goals of the university or the professional development of the applicant. The President shall consult with the Board prior to the award of an educational leave to a Provost/Vice President.

- 1) Applications for educational leave may be approved for the following purposes:
 - a) study and research, including related travel;
 - b) creative work in the employee's field of endeavor.
- 2) The employee shall, prior to the granting of educational leave, enter into a written agreement with the Board that, upon the termination of such

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 30

leave, the employee will return to service for a full year and that, in default of completing such service, will refund, unless excused therefrom by the President for reasons satisfactory to him or her, an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. No such refund shall be necessary should the employee be terminated prior to the completion of the service agreed upon.

- 3) Ordinarily, educational leaves may not result in an increase in net salary cost.
- 4) An educational leave shall not be awarded more than once in every seven years, and educational leave time shall not be cumulative.
- 5) Salary payments during educational leave shall be one-half pay if leave is granted for a full year or full pay if leave is granted for one-half year.
- 6) The maximum number of educational leave units that may be used during each fiscal year shall be 1 unit for each 25 full-time faculty and administrative employees who are not covered by a collective bargaining agreement or major fraction thereof. Each unit so derived shall generate 12 half-pay months or 6 full-pay months of educational leave or the equivalent of the above.

h. Leave without Salary

- 1) An employee may apply for a leave without salary. Ordinarily, such leave may be granted only after the employee has completed at least two consecutive years of full-time service at the university.
- 2) A leave without salary may be granted at the discretion of the President following a determination that the employee intends to return to service at the end of such leave. The initial grant of a leave without salary may be for a period of up to one calendar year. The leave may be extended upon the agreement of the President for a period of up to two successive calendar years.
- 3) An application for leave without salary shall ordinarily be submitted to the President at least three months prior to the starting date of the requested leave. The application must state the purposes of the leave and the period for which the leave is requested. The reasons for which a leave without salary may be requested are: (a) personal, (b) research, (c) advanced study, or (d) professional development.
- 4) Upon return to the university from a leave without salary, an employee's salary shall be adjusted to reflect nondiscretionary increases, which the employee would have received if not on leave.
- 5) While on leave without salary, an employee shall retain accrued sick leave and vacation leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or vacation leave.
- 6) An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative
Page: 31

State Universities Retirement System if the laws, rules, regulations, policies and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

- 7) Time spent by an employee on a leave without salary shall not be creditable for determining eligibility for educational leave.

i. Educational Benefits

- 1) An employee may enroll in the university for a maximum of two courses, or six credit hours, whichever is greater, in anyone academic term with exemption from the payment of tuition and fees. The fees, which will be waived by the university, include tuition, application fees, and all mandatory fees and graduation fees.
- 2) The natural, adopted, foster, and stepchildren and the spouse of an employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the university. Should both parents be employees, the death of one parent makes the child eligible for the waiver. Children of a deceased employee who is divorced shall be eligible for a waiver of tuition and fees if such employee had been contributing to their support at the time of death.
- 3) An employee who has retired from the university may enroll in the university for a maximum of one course, or three credit hours, whichever is greater, in anyone academic term with exemption from the payment of tuition and such fees as may be waived in accordance with paragraph 1) above.
- 4) See Board Regulations Section IV.B.2.a., for provisions governing the award of 50 percent tuition waivers to the children of employees who have seven years or more with the University.

j. Alternative Benefits for Coaches

The following provisions shall apply only to coaches, who for purposes of this subsection are defined, as temporary administrative employees appointed for terms of no longer than 12 months, and more than half of whose assignment is coaching intercollegiate athletics.

- 1) Notwithstanding any of the other benefits provisions of these Regulations, coaches may be given an appointment, which entitles them to the employee benefits described in Section II.A.9., and Section II.B.6., above, (subject to the requirements thereof concerning application and eligibility), but with the following exceptions:
 - a) In lieu of the vacation leave described in Section II.B.6.a.-b., coaches appointed hereunder shall be entitled to non-cumulative vacation leave that shall be earned at the rate of two days per month for each month in the term of appointment. This vacation leave shall be used during the term of appointment, and there shall be no lump sum payment or other benefit provided to such coaches for unused vacation leave at the end of their term of appointment.
 - b) In lieu of the sick leave described in Section II.B.6.a., and c., coaches appointed hereunder shall be entitled to non-cumulative

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017

Section II. Employees, Subsection B. Faculty and Administrative

Page: 32

sick leave of one day per month of appointment, credited at the beginning of the appointment. There shall be no lump sum payment or other benefit provided to such coaches for unused sick leave at the end of their term of appointment.

- 2) The appointment of coaches with the above alternative benefits is an option, which may be exercised by the President with the exception that this option shall not be exercised to change the benefits entitlement of any employee where such a change would reduce the employee's current benefits.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017
Section VI. Physical Facilities
Page: 60

SECTION VI. PHYSICAL FACILITIES

A. USE OF UNIVERSITY FACILITIES

The university shall develop policies concerning the use of university facilities. The policies and any changes shall become effective when approved by the President.

The university shall develop policies concerning the use of its facilities and shall include the following provisions and such others as are necessary and appropriate:

1. Protection of the right of free speech, subject to reasonable limitations on the time, place, and manner of exercise of that right.
2. Restriction of the use of university facilities to events and meetings sponsored by (a) university groups and organizations, (b) non-university groups and organizations, (c) individuals. University facilities may be used by individuals or non-university groups and organizations only when the event or meeting is of educational, cultural, or social significance, or serves the general community welfare. Use of university facilities for official activities or by university groups and organizations shall have priority over use by individuals or non-university groups and organizations.
3. Prohibition of fundraisers, canvassers, solicitors, vendors, and their agents from pursuing their occupations on university property except on official university business or in accordance with approved university ~~regulations~~policies.
4. Provisions concerning compliance by individuals, groups, and organizations using university facilities with university requirements regarding insurance to protect the Board, its members, and employees.

B. CONSTRUCTION

1. Selection Procedures for Architects and Engineers

The university shall develop policies and procedures for the selection of architects and engineers for university projects. The policies and procedures shall implement the [30 ILCS 535/ Architectural, Engineering, and Land Surveying Qualifications Based Selection Act](#) and the current fee schedule used by the Capital Development Board and shall become effective when approved by the President.

2. Change Orders

The provisions of Section V.B.6., of these Regulations shall govern construction contract change orders.

C. NAMING OF BOARD PROPERTY

1. The Board reserves the right to name and rename all buildings, or parts thereof, structures, facilities, streets, grounds, and other real property belonging to the university, hereinafter referred to as "university property" subject to such agreements as it may make with third-parties.
2. University property may be named for donors of substantial funds, or public persons of the State or Nation or of any country.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017
Section VI. Physical Facilities
Page: 61

3. University property shall not be named for persons holding elective or appointive office in national, state, or local government, members or employees of the Board of Trustees, or members or employees of the Board of Higher Education during the term of their office or employment.
4. The university shall develop policies for the naming of university property. The policies and any changes shall become effective when approved by the President.
5. The President shall make recommendations to the Board, regarding the naming of ~~U~~university property.

D. ALCOHOLIC BEVERAGE POLICY

The university shall maintain policies concerning the sale, delivery, possession, use, or consumption of alcoholic beverages on university property. The policies shall require compliance with all applicable statutes and shall become effective when approved by the President.

E. CAMPUS DISTURBANCES OR DEMONSTRATIONS

In order that normal educational processes can continue without interruption and in order that individual safety, personal freedom, and property rights can be enjoyed without impairment, the Board has established this ~~policy~~Regulation.

1. Unauthorized Activities

a. Criminal Damage

Criminal damage to State property is committed by any of the acts specified in [720 ILCS 5/21-1.01](#).

b. Criminal Trespass

Criminal trespass to State land is committed by one who enters upon the campus or a building with legal notice that entry is forbidden or who remains in an area after notice to depart.

Persons who violate established university ~~regulations-policies~~ for the use of university facilities shall be notified to depart. This notification should be given publicly and orally by an authorized university representative. If such persons remain, a police officer or other authorized university representative should read applicable portions of the criminal trespass statute [720 ILCS 5/21-3](#), and advise them that they are in violation of the law and may be arrested. In appropriate circumstances, court action of an injunctive or criminal nature should be sought.

c. Interference

Interference with a public institution of higher education is committed by one who, without authority from the institution, through force or violence, actual or threatened, willfully acts as prohibited by [720 ILCS 5/21.2-2](#). In appropriate circumstances, court action of an injunctive or criminal nature should be sought.

Board of Trustees
5500 North St. Louis Avenue
Chicago, IL 60625-4699

Issued: April 7, 1998
Last Revision: April 6, 2017
Section VI. Physical Facilities
Page: 62

d. **Institutional Vandalism**

A person commits institutional vandalism when, by reason of the actual or perceived race, color, creed, religion or national origin of another individual or group of individuals, he or she knowingly and without consent inflicts damage to a school, educational facility or community center or the grounds adjacent to, and owned or rented thereby all as provided in [720 ILCS 5/21-1.2](#). In appropriate circumstances court action will be pursued to enforce rights provided thereby.

2. **Penalties**

Persons who willfully damage State property, commit trespass on the campus, or interfere with the university's operations shall be penalized in accordance with [Article 21 of the Illinois Criminal Code](#).

Members of a campus community who participate in unlawful activities, which disrupt educational functions, shall be dealt with in accordance with established disciplinary and administrative processes. Such processes may be invoked regardless of either civil or criminal actions arising out of the same event.

3. **Outside Assistance**

When the President believes that unlawful activities, which disrupt educational functions, warrant, he/she is authorized by the Board to make prompt application to those agencies provided by the State for the purpose of dealing with those who break the law.

F. MOTOR VEHICLE AND BICYCLE REGULATORY POLICIES

The university shall develop policies concerning the registration and use of motor vehicles on university property and may develop policies concerning the registration and use of bicycles on university property. The policies and any changes shall become effective when approved by the President.

The policies shall include the following provisions and such other provisions as are necessary and appropriate:

1. Regulations which govern the use of vehicles on university property in accordance with applicable federal, state, and local laws, which preserve the safety and protect the property of both individuals and the university, and which provide for enforcement by authorized university personnel.
2. Sanctions to be imposed for violations, with an appropriate appeal process for those sanctions.
3. Registration and parking regulations with fees, which shall stipulate that such fees shall be devoted to defraying costs associated with registration and parking operations, and maintenance of those facilities and other property.

G. USE OF UNIVERSITY MOVABLE EQUIPMENT AND OTHER PROPERTY

The university shall develop policies concerning the use of university movable equipment and other property (e.g., paintings) which shall comply with all Illinois

statutes, including the State Property Control Act. The policies and any changes shall become effective when approved by the President.

H. FIREARMS ON CAMPUS

(Section VI, Item H added February 9, 2012, Board action)

1. No person shall carry, maintain, or store a firearm, concealed or otherwise, on any property owned, leased, used, controlled, or operated by the University or at any University event, except as provided herein.
2. The following exceptions apply to this ~~policy~~Regulation:
 - a. Members of the University Police Department who are regularly employed by the University and are required to carry a firearm in accordance with their law enforcement duties and responsibilities.
 - b. A firearm, real, or replica, used in connection with a drill, public ceremony, or theatrical performance.
 - c. Federal, state, or local law enforcement officers in the performance of their official duties.
 - d. Possession of firearms is permitted for peace officers, as defined by Illinois law, and members of the Armed Forces, or National Guard while acting in the scope of their duties or responsibilities.
 - e. Any individual meeting any of the above exceptions and carrying a firearm must report to University Police upon entering campus.
3. Violations of this ~~policy~~Regulation should be reported as follows:
 - a. University Police should be immediately notified of any individual found to be in violation of this ~~policy~~Regulation. Employees are required to report violations to University Police if they become aware of violations.
 - b. The University may ban from campus any individual found violating this ~~policy~~Regulation.
 - c. Student violations of this ~~policy~~Regulation will be referred to the Vice President for Student Affairs for discipline according to the Student Code of Conduct. If the student is found to have knowingly used or possessed such firearm(s) in a way that would violate this ~~policy~~Regulation, disciplinary sanction up to expulsion may be imposed.
 - d. Employees violating this ~~policy~~Regulation will be referred to the appropriate Vice President for discipline according to applicable University policy or collective bargaining agreement. If an employee is found to have knowingly used or possessed such firearm(s) in way that would violate this ~~policy~~Regulation, disciplinary sanctions up to termination of employment may be imposed.