

**IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT
COUNTY OF DEKALB, ILLINOIS**

MISTY HAJI-SHEIKH,)
)
Plaintiff,)
)
v.)
)
THE BOARD OF TRUSTEES OF)
NORTHERN ILLINOIS UNIVERSITY,)
)
)
Defendant.)

Case No. 17 CH 103
Hon. Bradley J. Waller

Maureen A. Josh
Electronically Filed
DeKalb County, Illinois
Transaction ID : 1703715134
2017CH103
FILEDATE : 09/15/2017

**PLAINTIFF’S MEMORANDUM OF LAW IN SUPPORT OF HER
MOTION FOR SUMMARY JUDGMENT**

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Plaintiff Misty Haji-Sheikh respectfully submits this memorandum of law in support of her motion for summary judgment against defendant Board of Trustees of Northern Illinois University (the “Board”), along with her motion and the exhibits thereto, a proposed order and the Affidavit of Ms. Haji-Sheikh.

INTRODUCTION

June 15, 2017, Northern Illinois University, acting through its Board of Trustees, approved a controversial (and lucrative) severance package for the University’s then-president, Dr. Douglas Baker. The Board took that action without providing the notice to the public required by the Open Meetings Act, 5 ILCS 120/1 *et seq.*, and 110 ILCS 685/30-195 and 200. The agenda item associated with the severance agreement was too vague, misleading and incomplete. In addition, the Board did adhere to the requirements of the “Employment Contract Limitations” and “Executive Accountability” amendment to the Northern Illinois University Act.

By this motion, Ms. Haji-Sheikh seeks a declaration that the “final action” taken by the Board on June 15, 2017 with regard to a severance agreement for Dr. Baker was invalid. Ms. Haji-Sheikh further seeks a permanent injunction against future violations of the Open Meetings Act and her reasonable attorneys’ fees.

PROCEDURAL POSTURE

Ms. Haji-Sheikh filed her verified complaint on June 27, 2017, within sixty (60) days of the meeting in question as required by the Open Meetings Act. 5 ILCS 120/3(a). Ms. Haji-Sheikh was given leave to file an amended verified complaint which added a prayer for the award of attorneys’ fees. The Board filed its verified answer to the amended complaint on August 28, 2017.

Ms. Haji-Sheikh filed a motion for temporary restraining order on July 27, 2017, which was heard on August 4, 2017. At that time, the Court granted the motion for temporary restraining

order and set the matter for status on September 5, 2017. During the September 5, 2017 status conference, the temporary restraining order was extended and the parties were ordered to submit cross-motions for summary judgment. The temporary restraining order will stay in place until the Court rules on the cross-motions for summary judgment, which is set for hearing on November 22, 2017.

UNDISPUTED FACTS

The OEIG Report

1. Dr. Baker became the Northern Illinois University president on July 1, 2013. (Verified Answer ¶ 8)

2. In 2015 and 2016, the Governor's Office of Executive Inspector General (the "OEIG") investigated Dr. Baker and issued a report as to its investigation (the "OEIG Report"). (Verified Answer ¶ 9)

3. On August 23, 2016, the OEIG Report was provided to the Board. (Verified Answer ¶ 10)

4. Following August 23, 2016, the Board did not publicly discuss or release the OIEG Report. (Haji-Sheikh Aff. ¶ 2)

5. Nine months later, on May 31, 2017, the Executive Ethics Commission ("EEC") publicly released the OEIG Report. (Verified Answer ¶ 11)

6. The OEIG Report found that Dr. Baker and three of his administrators routinely skirted ethics requirements to hire consultants in 2013 and 2014, employed them under the wrong classification, then kept them on staff for too long and paid them well in excess of allowable limits. (Haji-Sheikh Aff. ¶ 4)

7. In the wake of the OEIG Report being made public, the Board decided that it needed to take action with respect to Dr. Baker and his continued association with Northern Illinois University. (Haji-Sheikh Aff., ¶ 5)

The Board Failed To Provide Proper Public Notice Of The June 15, 2017 Meeting

8. The Board conducted a regularly scheduled meeting on Thursday, June 15, 2017 (the “Meeting”) at 9:00 a.m. (Verified Answer ¶ 15)

9. The agenda for the Meeting contained Item 13, which read “PRESIDENTIAL EMPLOYMENT (Review and Approval).” (Verified Answer ¶ 17 and Verified Compl. Ex. A)

10. Northern Illinois University did not provide to the public any supporting materials relating to the Agenda prior to the meeting. (Haji-Sheikh Aff. ¶ 6)

11. The agenda did not describe the substance of any proposed changes to President Baker’s contract. (Verified Answer ¶ 17)

12. The agenda did not specify what the subject of any employment review or approval might be. *Id.*

13. The agenda did not mention that the Board would appoint a new acting president, Dr. Lisa Freeman. *Id.*

14. Nowhere in the public notice was any mention of a severance agreement or the financial terms of a severance agreement with Dr. Baker. (Verified Compl. Ex. A)

15. The public notice did not include a performance review of Dr. Baker. (Haji-Sheikh Aff. ¶ 9, Ex. A)

The Board Holds A Seven Hour Closed Session And Then Provides No Opportunity For Public Comment

16. Prior to June 15, 2017, it was the Board's practice¹ to address all open session agenda items, hold its closed session at the end of the meeting, and then adjourn. (Haji-Sheikh Aff. ¶ 7)

17. In stark departure from past practice, the Board scheduled the open discussion of Item 13 concerning "PRESIDENTIAL EMPLOYMENT (Review and Approval)" after the Board's closed session. (Verified Compl. Ex. A)

18. The June 15, 2017 meeting began at 9:05 a.m. (Verified Answer ¶ 23)

19. The meeting proceeded for 2 hours, 31 minutes and covered Items 1 through 12 on the Agenda. *Id.*

20. Then the Board went into closed session. At that time, it was announced that the closed session may last several hours.² *Id.*

21. Over seven hours later, the meeting reconvened on June 15, 2017 at 6:43 p.m. (Verified Answer ¶ 24)

22. The remainder of the meeting lasted 13 minutes. *Id.*

23. The post-closed session portion of the meeting concerned only Item 13 on the Agenda. (Haji-Sheikh Aff. ¶ 8)

24. Of the 13 minutes spent in open session concerning Item 13, the first nine minutes consisted of an announcement by the Chairman that, in light of the OEIG Report, the Board had determined it would be in the best interest of the University for Dr. Baker to leave the University

¹ Past agendas are accessible for review on the University's website at <http://www.niu.edu/board/meetings/index.shtml>.

² An audio recording of the meeting is available on the Northern Illinois University website. (<http://www.niu.edu/board/meetings/2017/index.shtml>).

and that Dr. Freeman had accepted an appointment as the acting president of Northern Illinois University. (Verified Answer ¶ 26)

25. Dr. Freeman also spoke during the 13 minutes post-closed session portion of the meeting. *Id.*

26. The Board then displayed a summary of the terms of the proposed severance agreement on a visual screen while the Chairman of the Board read the summary, which is found on the audio transcript, part 2 of the meeting from 9:10 to 12:21. (Verified Answer ¶ 27)

27. Following the reading of the summary, the chairman called for an immediate vote to approve the terms of the proposed severance agreement with Dr. Baker. (Verified Answer ¶ 28)

28. The vote and the opportunity for Board discussion lasted 45 seconds. *Id.*

29. The Board voted unanimously to approve Dr. Baker's severance agreement. *Id.*

30. The proposed severance package with Dr. Baker included the following: Payment of an additional year of salary, \$450,000.00; a lump sum payment of \$137,500.00; and up to \$30,000.00 for unpaid expenses and legal fees. (Verified Answer ¶ 32)

31. Immediately following the meeting, the Board and Dr. Baker executed a severance agreement titled "Presidential Transition Agreement." (Mot. Ex. 2)

NIU's Past Practices As To Meeting Agendas

32. Over the past three years, the Board repeatedly used the phrase "review and approval" in the context of routine matters that would be summarily approved without meaningful consideration. (Mot. Ex. 1)

33. Every meeting agenda for the past three years contained an agenda item that provided "Review and Approval of Minutes." (Mot. Ex. 1)

34. In every instance, the minutes were summarily approved during the meeting. (Mot. Ex. 1)

35. Over the past three years, Board meeting agenda routinely included an agenda item called the “President’s Report,” which used the phrase “review and approval” of a lengthy list of topics. (Mot. Ex. 1)

36. Topics included in the President’s Report would often include employment and tenure recommendations. (Mot. Ex. 1)

37. Employment and tenure recommendations were typically put on the “consent agenda” during the meeting and then summarily approved in bulk by motion to approve the consent agenda. (Mot. Ex. 1)

Dr. Baker’s Performance Review

38. The Board retained an outside consultant to conduct a performance review of Dr. Baker. (Haji-Sheikh Aff., Ex. A)

39. The executive summary of the performance review was provided to the Board on June 30, 2017. (Haji-Sheikh Aff., Ex. A)

40. The University made the executive summary of Dr. Baker’s performance review available to the public on its website either on or after June 30, 2017. (Haji-Sheikh Aff., Ex. A)

41. Dr. Baker’s performance review was not made available to the public at any time before the June 15, 2017 meeting. (Haji-Sheikh Aff., ¶ 9, Ex. A)

ARGUMENT

I. Legal Standards And Controlling Law.

A. The Legal Standards For Summary Judgment.

The plaintiff is entitled to summary judgment “if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” 735 ILCS 5/2-1005(c).

When the parties file cross-motions for summary judgment, they agree that only questions of law are involved, and invite the Court to decide the issues based on the record. *Bielet v. Bielet*, 2012 IL 112064 at ¶ 28 (October 18, 2012) However, the mere filing of cross-motions for summary judgment does not establish that there is no issue of material fact, nor does it obligate the Court to render summary judgment. *Id.*

B. The Open Meetings Act Governs.

The Open Meetings Act, in setting forth the policy, provides:

It is the public policy of this State that public bodies exist to aid in the conduct of the people's business and that the people have a right to be informed as to the conduct of their business. In order that the people shall be informed, the General Assembly finds and declares that it is the intent of this Act to ensure that the actions of public bodies be taken openly and that their deliberations be conducted openly. The General Assembly further declares it to be the public policy of this State that its citizens shall be given advance notice of and the right to attend all meetings at which any business of a public body is discussed or acted upon in any way.

5 ILCS 120/1.

Section 2.02 of the Open Meetings Act requires all public bodies to provide “public notice of all meetings, whether open or closed” and sets forth a variety of requirements that the “public notice” must satisfy. 5 ILCS 120/2.02. Those requirements include the posting of an agenda at least 48 hours in advance of the meeting. In addition, the agenda “shall set forth the general subject matter of any resolution or ordinance that will be the subject of final action at the meeting.” *Id.*

Here, the Board is a public body as defined by 5 ILCS 120/1.02 that held a regularly scheduled meeting on June 15, 2017. (Verified Answer ¶¶ 4, 14, 15) Plaintiff brought this action

contesting the Board's compliance with the Open Meetings Act within sixty days of the June 15, 2017 meeting as required by 5 ILCS 120/3(a). (Verified Complaint)

C. The "Employment Contract Limitations" Amendment Governs.

The legislature recently expanded the "public notice" requirements under the Open Meetings Act when the subject matter in question concerns an employment contract of the president or chancellor of a state university. 110 ILCS 685/30-195 (with respect to Northern Illinois University)(hereinafter the "Employment Contract Limitations" amendment).

The first sentence of the Employment Contract Limitations amendment provides:

This Section applies to the employment contracts of the president or all chancellors of the university entered into, amended, renewed, or extended after the effective date of this amendatory Act of the 99th General Assembly.

110 ILCS 685/30-195. The referenced effective date is January 1, 2017. The severance agreement between Dr. Baker and the Board meets all the requirements of the Employment Contract Limitations Amendment.

First, the severance agreement is a contract between the then-president, Dr. Baker, and the University, which concerned Dr. Baker's employment. (Mot. Ex. 2 at 1) Specifically, the contract states: "This Presidential Transitional Agreement is entered into...by and between the Board...and Douglas Baker." *Id.*

Second, the parties "entered into" this contract after January 1, 2017.

Third, the contract concerns Dr. Baker's employment with the University. Specifically, the purpose of the contract is "to reflect Dr. Baker's resignation from the University and the amicable resolution of any and all matters concerning Dr. Baker's employment relationship with the University." (Mot. Ex. 2 at 1) Within the agreement, Dr. Baker "irrevocably resigns" as President and "irrevocably resigns his tenured faculty appointment in the College of Business."

(Mot. Ex. 2 ¶ 1 and 2) Pursuant to the contract, the University agreed to pay Dr. Baker money as “consideration” for his “resigning from his role as President.” (Mot. Ex. 2 ¶ 4)

Therefore, the preliminary requirements of § 195 are satisfied and the Employment Contract Limitations contained in § 195 govern the public notice necessary prior to Board action with regard to the contract and the validity of the contract terms.

D. The “Employment Contract Limitations” And The “Executive Accountability” Amendments Govern.

Effective January 1, 2017, the General Assembly amended the statutes that govern all state universities to include both the “Executive Contract Limitations” amendment and the “Executive Accountability” amendment. Together, these statutes contain provisions that required the Board to (1) perform an annual review of Dr. Baker; (2) make the annual review available to the public; (3) consider the performance review when contemplating the President’s employment; and (4) make the performance review available to the public at least 48 hours before taking action as to the President’s compensation. The specific provisions provide:

- (7) Any performance-based bonus or incentive-based compensation to the president or all chancellors of the University must be approved by the Board in an open meeting. The performance upon which the bonus is based must be made available to the public no less than 48 hours before Board approval of the performance-based bonus or incentive-based compensation.
- (8) Board minutes, board packets, and annual performance reviews concerning the president or all chancellors of the University must be made available to the public on the University's Internet website.

110 ILCS 685/30-195 (7) and (8).

The Board must complete an annual performance review of the president and any chancellors of the University. Such annual performance review must be considered when the Board contemplates a bonus, incentive-based compensation, raise, or severance agreement for the president or all chancellors of the University.

110 ILCS 685/30-200.

In this case, the Board conducted the June 15, 2017 meeting in violation of 5 ILCS 120/2.02 and 110 ILCS 685/30-195(6)(7)(8) and 200 by: (1) failing to post a public notice that adequately identified the general subject matter of the resolution to approve the terms of a severance agreement with then President Dr. Baker during the June 15, 2017 meeting; (2) failing to include in the public notice either “a copy of the Board item,” which would be the proposed severance agreement with Dr. Baker, or a “description of the proposed principle financial components” of the proposed severance agreement with Dr. Baker; and (3) failing to consider an annual performance review when the Board contemplated the severance agreement with Dr. Baker.

II. The Board Violated The Open Meetings Act, The “Employment Contract Limitations” and The “Executive Accountability” Amendments.

Section 2.02 of the Open Meetings Act requires the Board to provide “public notice” of its meetings, which includes an agenda that sets forth “the general subject matter of any resolution or ordinance that will be the subject of final action at the meeting.” In addition, Section 195(6) of 110 ILCS 685/30 requires that any public notice associated with the formation, renewal, extension or termination of the employment contracts of the president of the university must include either “a copy of the Board item or other documentation providing, at a minimum, a description of the proposed principal financial components of the president’s and all chancellors’ appointments.” 110 ILCS 685/30 – 195(6).

Here, the Board’s public notice fell woefully short of these requirements. The agenda item merely stated: “PRESIDENTIAL EMPLOYMENT (Review and Approval),” which was vague, misleading and incomplete. In addition, it is undisputed that the public notice did not include either “a copy of the Board item” or “a description of the proposed principle financial components” of the Board item. (Verified Answer ¶ 1).

A. The Agenda Item 13 Wording Was Too Vague.

The Agenda item wording is vague because it does not set forth the general subject matter of the Board's intended actions. At a subsequent special meeting on June 28, 2017 to confirm the appointment of Dr. Freeman as the interim president, the chairperson of the Board stated that "for about three weeks the Board has been focused primarily upon the transition of the presidency..."³ In light of this statement, the Board had been focused on Dr. Baker's "transition" since June 7, 2017. Therefore, the Board knew at the time that it compiled the public notice for the June 15, 2017 meeting that Dr. Baker was going to resign and that the Board was going to enter into a severance agreement with Dr. Baker. Nevertheless, the agenda item associated with Dr. Baker's resignation in no way reflected the Board's understanding of the action it anticipated taking.

In *Board of Education of Springfield School Dist. No. 186 v. Attorney General of Illinois*, 2107 IL 120343 (January 20, 2017), the sufficiency of an agenda item was challenged under §2.02(c) of the Open Meetings Act. The agenda item in question provided: "Approval of a resolution regarding the separation agreement and release between Superintendent Dr. Walter Milton, Jr., and the Board of Education." *Id.* at ¶ 8.

When considering this agenda description in light of § 2.02(c) of the Open Meetings Act, the Illinois Supreme Court found that the "posted agenda not only set forth the general subject matter – approval of a resolution regarding a separation agreement – it specifically identified the individual employee to whom the agreement had been negotiated, and it contained a link to the full text of the agreement itself." *Id.* at ¶ 33.

The finding of the Illinois Supreme Court and the efforts taken by the school district are instructive here. The Supreme Court noted that the general subject matter was the "resolution

³ <http://www.livemedia.niu.edu/video/archive/BOT/2017/170628/170628BOT.mp3> (3:45)

regarding a separation agreement.” Here, the general subject matter was a resolution regarding a severance agreement with Dr. Baker. But the agenda item did not generally describe the subject matter. Instead it simply said “Presidential Employment (Review and Approval).” “Presidential Employment” is far too vague to fairly inform the general public of the action the Board was planning to take.

In addition, past agendas demonstrate that when the Board was to consider entering into a contract, the agenda described the contract so that the public was informed about what action the Board was contemplating. (Mot. Ex. 1) Here, the Board was considering a contract with its then-President that would provide severance in exchange for his resignation. The agenda item did not mention that the Board planned on entering into a severance agreement with Dr. Baker. Therefore, the Board failed to provide a general description of the subject matter being considered, and Ms. Haji-Sheikh is entitled to summary judgment as to Count I.

B. Agenda Item 13 Was Misleading.

The wording of Agenda Item 13 was worse than vague. It was also misleading. A member of the public seeing this agenda item would, if anything, assume that the Board intended to “review and approve” Dr. Baker’s continued employment. Over the past three years, the Board has repeatedly used the phrase “review and approval” in the context of routine matters that would be summarily approved without meaningful consideration.

For example, every meeting agenda for the past three years contained an agenda item that provided “Review and Approval of Minutes.” In every instance, the minutes were summarily approved during the meeting. (Mot. Ex. 1)⁴

⁴ Motion Exhibit 1 is a summary of past Board agendas, the agenda topics using the phrase “Review and Approval” and the action taken of the item. All of the information in the summary was gathered from the records maintained on the NIU website.

Likewise, the “President’s Report” routinely used the phrase “review and approval” of a lengthy list of topics. Often, those topics would include employment and tenure recommendations. Those items were typically put on the “consent agenda” during the meeting and then summarily approved in bulk by motion to approve the consent agenda. (Mot. Ex. 1)

Thus, anyone reviewing Item 13 would reasonably conclude that summary approval of Dr. Baker’s continued employment was on the agenda. Contrary to such an impression, the Board had already determined that Dr. Baker would resign, that Dr. Freeman would serve as interim president, and that the Board would enter into a severance agreement that paid Dr. Baker more than one year’s salary as consideration for his resignation. Clearly, the agenda item “PRESIDENTIAL EMPLOYMENT (Review and Approval)” did not meet the requirements of the Open Meeting Act.

C. The Board’s Public Notice Was Incomplete.

Subsection 6 of 110 ILCS 685/30-195 provides:

Public Notice, compliant with the provision of the Open Meetings Act, must be given prior to final action on the reformation, renewal, extension, or termination of the employment contracts of the president or all chancellors of the University and must include a copy of the Board item or other documentation providing, at a minimum, a description of the proposed principle financial components of the president’s or all chancellors’ appointments. (Emphasis added)

110 ILCS 685/30-195(6). The Agenda Item 13 was incomplete because it failed to contain either “a copy of the Board item” or “a description of the proposed principal financial components of the president’s or the chancellors’ appointments,” as required by 110 ILCS 685/30-195(6). During the evening session of the June 15, 2017 meeting, the Board displayed a document that could be fairly understood as a description of the proposed financial components of the Severance Agreement the Board intended to approve. However, that general description was not included in

the public notice as required by the Open Meetings Act and the Employment Agreement Amendment. (Verified Answer ¶ 1).

Again, *Board of Education of Springfield District No. 186* is instructive. In that case, the agenda item, as it appeared on School District No. 186's website, was a link. "Clicking on this link led to a screen containing the resolution, which stated: 'the Board president recommends that the Board of Education of Springfield School District No. 186 vote to approve the Separation Agreement and Release between Dr. Walter Milton, Jr. and the Board of Education.'" This item contained a link to the Separation Agreement itself." *Id.* at ¶ 8.

While not required to, the school district complied with both the letter and the spirit of § 195(6) of the Employment Contract Limitations amendment. Specifically, the school district provided not only a general description of the resolution in question, but also the "board item," the proposed contract itself as part of its public notice.

Here, § 195(6) of the Employment Contract Limitations amendment specifically required the Board to include as part of its public notice either "the board item" – the proposed severance agreement with Dr. Baker – or a "general description of the financial terms of the proposed agreement." The Board did neither. (Verified Answer ¶ 1; Haji-Sheikh Aff. ¶ 6) Therefore, the Board's public notice as to its planned severance agreement with Dr. Baker was incomplete, in violation of the Employment Contract Limitations amendment, and Ms. Haji-Sheikh is entitled to summary judgment as to Count II of her Verified Amended Complaint.

D. The Board Failed To Satisfy The "Employment Contract Limitations" And The "Executive Accountability" Amendments.

As explained above, the Employment Contract Limitations and the Executive Accountability amendments required the Board to (1) perform an annual review of Dr. Baker; (2) make the annual review available to the public; (3) consider the performance review when

contemplating Dr. Baker's employment; and (4) make the performance review available to the public at least forty-eight (48) hours before taking action as to the president's compensation. Here, the evidence establishes that the Board did not fulfill the requirements of these amendments prior to attempting to take final action on the severance agreement with Dr. Baker.

First, the Board has not made Dr. Baker's complete performance review available to the public on its website. Rather, the Board made the executive summary of his review available on or after June 30, 2017. (Haji-Sheikh Aff., Ex. A)

Second, the Board did not consider Dr. Baker's performance review when considering entering into a severance agreement with Dr. Baker. Specifically, the performance review was not provided to the Board until June 30, 2017, fifteen (15) days after the Board attempted to take final action on the severance agreement. (Haji-Sheikh Aff. Ex. A)

Third, the Board did not make Dr. Baker's performance review available to the public forty-eight (48) hours before attempting to take final action on Dr. Baker's severance agreement. (Verified Answer ¶ 1; Haji-Sheikh Aff. ¶ 6, Ex. A).

Therefore, Ms. Haji-Sheikh is entitled to summary judgment with regard to the performance review requirements of the Employment Contract Limitations amendment and the Executive Accountability amendment, as set forth in Count II of her Verified Amended Complaint.

III. The Relief Requested.

Section 3 of the Open Meetings Act gives the trial court broad discretion to fashion remedies when it finds that the Open Meetings Act has been violated. *Roxanna Comm. Unit School Dist. No. 1 v. W.R.B. Refining, LP*, 2012 IL App (4th) 120331 at ¶ 32 (Aug. 10, 2012). Section 3(c) of the Open Meetings act provides:

The court, having due regard for orderly administration and the public interest, as well as for the interests of the parties, may grant such relief as it deems appropriate,

including granting a relief by mandamus requiring that a meeting be open to the public, granting an injunction against future violations of this Act, ordering the public body to make available to the public such portion of the minutes of a meeting as is not authorized to be kept confidential under this Act, or declaring null and void any final action taken at a closed meeting in violation of this Act.

5 ILCS 120/3(c).

A. The Action Taken As To Agenda Item 13 Is Null And Void.

When a public body takes action or makes a resolution without having complied with the Open Meetings Act, then such resolution is null and void and the court is authorized to declare it as such. *Rice v. Board of Trustees of Adams Cty., Illinois*, 326 Ill.App.3d 1120, 1207 (4th Dist. 2002). In light of the Board's failure to comply with § 2.02(a) of the Open Meetings Act, the Board's resolution to approve a severance agreement with Dr. Baker should be declared null and void. In addition, the severance agreement that the Board entered into with Dr. Baker should be declared to have "no force, binding power, or validity." *Id.*

B. The Board Should Be Permanently Enjoined.

When a public body has flouted the requirements of the Open Meetings Act, it is appropriate for the court to enter an injunction against future violations of the Act. *Board of Regents of Regency University System v. Reynard*, 292 Ill.App.3d 968, 979-80, 686 N.E.2d 1222, 1230 (4th Dist. 1992)(Where violation established, permanent injunction against future violations is the proper remedy). Accordingly, this Court should enter a permanent injunction against the Board against future violations of the Open Meetings Act and the Employment Contract Limitations and amendments.

C. Ms. Haji-Sheikh Is Entitled To Recover Her Reasonable Attorneys' Fees.

The Open Meetings Act permits plaintiff who "substantially prevails" to recover her reasonable attorneys' fees. 5 ILCS 120/3(d). Here, Ms. Haji-Sheikh has contended that the Board

violated § 2.02 of the Open Meetings Act, §§ 195(6), (7) and (8) of the Employment Limitations Amendment and § 200 of the Executive Accountability amendment. In the event that she prevails on any of these claims, she has substantially prevailed and is entitled to recover her reasonable attorneys' fees and costs.

CONCLUSION

For the reasons set forth herein, Plaintiff Misty Haji-Sheikh respectfully moves this Court for the entry of summary judgment against the Defendant the Board of Trustees of Northern Illinois University with respect to Counts I and II of her Verified Amended Complaint and orders the following relief:

- (a) declaring that the Board's final action with respect to Item 13 of its June 15, 2017 meeting was null and void;
- (b) enjoining the Board from future violations of the Open Meetings Act or the Employment Limitations Amendment;
- (c) awarding Ms. Haji-Sheikh her reasonable attorneys' fees; and
- (d) such other relief as this Court deems just and proper.

Dated: September 15, 2017

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Charles L. Philbrick, an attorney, certify that on September 15, 2017, I served a true and correct copy of the foregoing Plaintiff's Memorandum of Law in Support of Her Motion for Summary Judgment via electronic transmission and regular U.S. Mail upon:

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