

2/3/14
ck # 158229
#66550

REGISTRY

for COLLEGE *and* UNIVERSITY
PRESIDENTS®

Temporary Interim EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of November, 2013 by and among the Board of Trustees of Northern Illinois University on behalf of Northern Illinois University (the "University"), Nancy Suttentfield (the "Interim") and Collegiate Enterprise Solutions, LLC dba Registry for College and University Presidents (the "Registry").

WHEREAS, the University has experienced a vacancy in the position of Chief Financial Officer (the "Position") and desires to conduct a search for a permanent employee, and

WHEREAS, the University seeks to retain a professionally educated person to fulfill the responsibilities of the Position on an interim basis as an employee of the University during such search process, and

WHEREAS, Registry has been engaged by the University to search for and recommend potential candidates to serve as Interim and to thereafter provide certain support services to the University and Interim; and

WHEREAS, as a result of this search, the Registry has recommended and the University has approved the hiring of Interim under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the University hereby retains the Interim as a contingent, temporary employee to serve in the Position of Chief Financial Officer upon the terms and conditions contained herein, and Interim hereby accepts said retention and agrees to perform the responsibilities of the Position (the "Services"), upon said terms and conditions. It is understood that the appointment of Interim is only an interim appointment pending the outcome of a nationwide search for a permanent Chief Financial Officer for the University and that there is no expectation of permanent or regular employment.

1. Services: Interim will provide the Services on a temporary basis. University will employ Interim as a full-time, non-faculty, non-tenure track, at-will temporary employee. The Services will include the specific duties described in the attached job

description ("Expectations Document") as modified and amended from time to time by agreement of the parties and as supplemented by directives from the University. Representatives of the Registry will be available at mutually convenient times throughout the duration of the Interim's employment pursuant to this Agreement to provide strategic advice to the Interim and assist the University in connection with performance evaluation issues. Representatives of the Registry, including Registry members, will also be available by telephone to the Interim and the University, without charge beyond actual out-of-pocket expenses, to informally advise the University in various matters that do not require lengthy or specialized consultation services. The Services shall be performed according to standards set by the University. Interim shall adhere to all rules, policies, procedures, and practices of the University.

2. Exclusivity: Interim and University each acknowledges that it is of benefit to the University and the Interim that (i) Interim has been exclusively placed at the University through the Registry, (ii) Interim's fitness for and match with the University's needs have been determined by the Registry and (iii) the Interim be positioned to perform the Services without the distractions and additional challenges provided by eligibility for the Interim's permanent placement at the University. Accordingly, the University and Interim each agrees that it, he or she will not, for a minimum period of the longer of two years from (a) the last day of Interim's service to the University under this or any subsequent agreement or (b) the effective date of Interim's (or the entity through which he or she provides services) resignation from the Registry (as acknowledged by the Registry), consider the Interim for any position or professional relationship (whether as an employee, a consultant or otherwise) with the University other than under Registry auspices.

The University and Interim each acknowledges that the promises and restrictive covenant that the University and Interim are providing in this Agreement are reasonable and necessary for the protection of Registry's and its clients' legitimate interests and that Registry would not have entered into this Agreement in the absence of such promises and covenants. If, at any time, the provisions of this Section 2 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 2 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the University and Interim each agrees that this Section 2 as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. In the event of a breach or material and substantial preparation of a breach of this Section 2 by the University or Interim, the breaching party agrees that Registry shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction to remedy any such breach or material and substantial preparation of a breach, such breaching party acknowledging that damages may be inadequate and insufficient. In addition, upon a breach or material and substantial preparation of a breach of this Section 2 by the University or Interim, Registry may cease providing any services required by this Agreement.

3. Compensation: University shall pay to Interim a salary at the annual rate of \$220,000.00 to be paid in equal monthly installments, in accordance with the regular payroll practices of the University, less required withholdings. Payment for any partial month shall be prorated. Interim agrees and understands that, as a temporary employee, s/he will not receive or be eligible to receive benefits or other privileges of employment available to regular full or regular part time employees of University. Specifically, Interim agrees that she and her dependents will not be eligible to participate in:

1. The Group Health Insurance Plan, including its major medical, drug, vision, life insurance or supplemental benefit components.
2. The Defined Contribution Retirement Plan (also known as the 403b plan or TIAA-CREF plan).
3. The Group Disability Plan
4. The Personal Accident Plan
5. The Voluntary Dental Plan
6. The Supplemental Voluntary Life Insurance Plan
7. The Long-term Care Plan
8. Or any other benefit plans of the University.

The University shall also pay the Registry a placement fee at the annual rate of 33% of the Interim's annual salary, to be paid in equal monthly installments of \$6,050.00 per month, by the 15th of the month. The University or its affiliates reserves the right to make expedited payments in full or in part. SOL

4. Paid Time Off: Interim will be eligible for paid time off, including, as applicable, paid vacation, sick leave and paid holidays as determined by the policy established by the institution.

5. Term and Termination: The effective dates of this Agreement shall be November 1, 2013, and is anticipated to extend through September 30, 2014, with a possible extension as agreed by the parties in writing. Interim will work on a part time basis for the month of November as determined by the President of the University. Interim's employment is "at will" and may be terminated at any time, by Interim or the University upon thirty (30) days notice for any reason or for no reason. Interim's employment may be terminated by University upon notice for just cause, including failure to perform his or her assigned duties.

6. Indemnification: Subject to the limitations of applicable Illinois law, including the Court of Claims Act, the State Employee Indemnification Act and the State Lawsuit Immunity Act, University shall indemnify Registry and its respective affiliates, officers, governing board members, employees, consultants, and Interim and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with any action, suit or proceeding based upon any claims brought by any person, entity or organization (other than Registry or Interim) arising out of any negligent or wrongful act or omission by the University under this Agreement, other than that caused by the negligent or other wrongful act or omission of Registry or any

affiliate, officer, governing board member, employee or consultant, or of Interim as finally determined by a court or arbitral tribunal. For avoidance of doubt, the indemnification set forth in this paragraph shall include indemnification of any claim against the Registry by Interim arising from University's failure to fulfill its payment or other obligations of University to Registry or Interim.

The Registry shall indemnify University and its respective affiliates, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with any action, suit or proceeding based upon any claims brought by any person, entity or organization (other than the University or any person indemnified under this paragraph) arising out of any negligent or other wrongful act or omission by the Registry or any affiliate, officer, governing board member, employee, consultant or Interim in the performance of the Registry's obligations under this Agreement, as finally determined by a court or arbitral tribunal.

The party receiving indemnification under this Section 6 shall provide the indemnifying party prompt notice of any claim for which indemnification may be sought hereunder. The party providing indemnification shall be entitled to provide the defense of any such indemnified claim and shall not be responsible for the expenses and costs of such defense incurred more than five business days after the indemnifying party has notified the indemnified party that it intends to undertake the defense (provided it promptly does so). The indemnified party shall assist the indemnifying party in the defense of any such claim, at the expense of the indemnifying party for reasonable out of pocket expenses.

7. Confidentiality. No party to this Agreement will at any time, whether during or after the termination of this Agreement, reveal to any person or entity any of the trade secrets or confidential, proprietary or non-public information concerning the organization, business, finances or assets of another party or of any third party which a party is under an obligation to keep confidential, including but not limited to inventions, products, designs, methods, know-how, techniques, systems, processes, software programs and/or code, works of authorship, projects, plans, proposals, modifications, discoveries, developments, improvements, formulas, data, know-how, trade secrets or intellectual property rights whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes, and the notes, memoranda, reports, lists, records, drawings, sketches, specifications, data, documentation or other materials of any nature containing such trade secrets or confidential information (the "Confidential Information"), except as may be required in the ordinary course of performing this Agreement or as required by Illinois law or court order. Each party shall keep secret all matters entrusted to it and shall not use, attempt to use or permit to be used any Confidential Information in any manner other than in the performance of this Agreement.

Further, each party agrees and acknowledges that all Confidential Information of another party, in any manifestation, shall be and remain the sole and exclusive property of such other party and that immediately upon the termination of this Agreement, or at such other time as a party may request, the requested party shall

deliver all of the foregoing, and all copies thereof, to the requesting party at its main office. Each party further agrees to return all other material owned by another party to it upon the earlier of request therefor or termination of this Agreement.

8. Miscellaneous:

A.) This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. It shall supersede all prior understandings or agreements of the parties or their agents, whether oral or written. Amendments to this Agreement may be proposed in writing by any party hereto and shall be deemed rejected unless the other two parties accept said amendment in writing. No oral agreement shall be effective to alter the terms of this Agreement.

B.) If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

C.) The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

D.) The waiver by one party of a breach of any provision of this agreement by any other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

E.) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

F.) This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

G.) The parties agree that any termination of this Agreement shall not release nor discharge the parties from their respective obligations as specified in Sections 2 and 5 through 9 of this Agreement, which shall survive termination or expiration of this Agreement in accordance with their terms.

The Expectations Document for the Interim Chief Financial Officer of Northern Illinois University will be appended to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Board of Trustees of Northern Illinois University

By 

Name Steve D. Cunningham
Vice President of Administration

1/21/14

Date


Registry Member Name

Registry Member Name

Date

Collegiate Enterprise Solutions, LLC



By: 
Bryan E. Carlson
President and COO

1/30/2014

Date