



Presidential Transition Consulting Agreement

This Presidential Transition Consulting Agreement (“Agreement”) is by and between the Board of Trustees of Northern Illinois University (“BOT”) and Dr. Douglas Baker (“Dr. Baker” or “President-Designate”).

Whereas the BOT has offered the position of President of Northern Illinois University to Dr. Baker; and

Whereas Dr. Baker has accepted the position of President of Northern Illinois University effective July 1, 2013; and,

Whereas the BOT is desirous of utilizing the experience and expertise of the President-Designate during the period of April 1st and June 30th, 2013 (“Subject Matter Period”); and

Whereas the BOT is desirous of providing the President-Designate with the opportunity to assess the strengths and challenges facing the University; obtain a greater understanding of the structure and organization and fiscal and financial status of the University; and meet with external constituencies and stakeholders of the University including, but not limited to, federal, state and local governmental leadership and business and labor constituencies; and

Whereas the BOT is desirous of providing the President-Designate with the opportunity to meet with internal constituencies including, but not limited to, faculty, cabinet members, students, professional and civil employee associations; and

Whereas during the Subject Matter Period the BOT desires to establish an attorney-client relationship between the President-Designate and the Northern Illinois University Vice President and General Counsel and attorneys representing the BOT in various matters of litigation; and

Whereas the BOT may rely on the advice, counsel and recommendations of the President-Designate related to various legal, investigatory and litigation matters;

Therefore be it resolved that this Agreement is ventured into between the BOT of Northern Illinois University and the President-Designate.

In consideration for services rendered, the President-Designate shall receive payment of a consulting fee of One Thousand Seven Hundred Thirty-one and 00/100 Dollars (\$1,731.00) per day for up to twenty (20) days, plus all reasonable and allowable travel expenses. The President-Designate will be responsible for payment of any and all tax liabilities resulting from this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.



IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Agreement as of the date set forth below.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

PRESIDENT-DESIGNATE

By:
Chair, Northern Illinois University
Board of Trustees

Date

Date

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