



Northern Illinois
University

Office of General Counsel

Altgeld Hall 330

DeKalb, Illinois 60115-2828

Phone: 815-753-1774

Fax: 815-753-7818

www.niu.edu/generalcounsel

February 9, 2015

Mr. Jack C. Slingerland
Slingerland & Clark, PC
114 West State Street
Sycamore, IL 60178-1414

RE: *People v. Robert Albanese*
INDEMNIFICATION AGREEMENT

Dear Mr. Slingerland:

Enclosed please find an Indemnification Agreement for Robert Albanese's review and signature. If the Indemnification Agreement meets Mr. Albanese's approval, please have him sign and date the agreement on Page 4 and return it to me at your earliest opportunity. Once I am in receipt of same, I will request payment to be issued.

In the meantime, please feel free to contact me at (815) 753-9517 or via email at jguagliardo@niu.edu.

Thank you for your cooperation in this regard.

Very truly yours,

NORTHERN ILLINOIS UNIVERSITY

James G. Guagliardo
Special Counsel

JGG/cak
Enclosure

ROBERT ALBANESE INDEMNIFICATION AGREEMENT

WHEREAS, Robert Albanese, a former employee of Northern Illinois University ("NIU" or "University"), was a subject of an investigation conducted by the University's Department of Police and Public Safety, into the alleged misallocation of State of Illinois recycling proceeds (hereinafter, "Coffee Fund Investigation"); and

WHEREAS, Robert Albanese incurred costs of \$7,528.00 as a result of the aforementioned Coffee Fund Investigation and subsequent court proceedings; and

WHEREAS, The Board of Trustees of Northern Illinois University (hereafter "Board" or "Employer") has enacted governing Bylaws of the University's Board of Trustees, and Regulations of the University's Board of Trustees; and

WHEREAS, the Bylaws of the Board, Article IX, and the Regulations of the Board, Section VII, provide for indemnification of employee legal fees under the limited circumstances set forth in those Bylaws and Regulations; and

WHEREAS, through this Indemnification Agreement (hereafter "Agreement"), Robert Albanese and NIU are desirous of mutually settling for all time any current or potential claims, grievances, charges, demands and/or causes of action either party might have against one another arising out of the Coffee Fund Investigation; and

WHEREAS, Robert Albanese has voluntarily weighed, considered and deliberated his options, and has determined freely and voluntarily that it is in his best interests to accept indemnification of costs in conformance with the terms and conditions of this Agreement; and

WHEREAS, insofar as applicable law allows, the parties are desirous of protecting the privacy and confidentiality of any agreement between them;

NOW THEREFORE, based on the above recitations, and the other considerations described in this Agreement, Robert Albanese and NIU agree as follows:

1. **Indemnification.** By signature of its Designee on this Agreement, NIU agrees to pay Robert Albanese the amount of \$7,528.00, as indemnification under the Bylaws of the Board, Article IX, and the Regulations of the Board, Section VII, for costs arising out of the Coffee Fund Investigation.

2. **Employer Consideration.** Employer agrees and covenants to implement this Agreement in accordance with its terms, and further agrees that, on the part of the University, no further action against Robert Albanese is necessary for reasons directly associated with the disposition of recyclable materials brought to light by the Coffee Fund Investigation.
3. **No Other Compensation.** Robert Albanese and NIU agree and covenant that the benefits described in this Agreement represent the total consideration promised by the University to be received by Robert Albanese in connection with this Agreement.
4. **Confidentiality of Internal Operations and Personnel Matters.** Robert Albanese agrees and covenants to not discuss either internal operations nor personnel matters related to NIU, the Finance and Facilities department, or any other University department with media reporters, the public, former employees, or future employers. In the event that it becomes necessary for Robert Albanese to engage in these types of communications with third parties in order to defend or prosecute any criminal or civil suit or other legal matter arising out of the conduct which has necessitated this Agreement, Robert Albanese agrees to notify the University in writing of such necessity, and to notify the University of the general content of the communication with third parties. Robert Albanese agrees and affirms that this provision is material to this Agreement and a breach of this provision entitles the University to damages including, but not limited to, all appropriate damages awarded by the court, and all costs incurred with recovering the amounts paid. The parties understand and agree that NIU may also be requested or compelled by law to disclose the existence and content of this Agreement. In such an event, the University reserves its right to assert any and all appropriate defenses or remedies in response to such a request or compulsion, and this Agreement does not act as any waiver of such available defenses or remedies provided under the law.
5. **Non-Disparagement.** The parties jointly further agree and covenant that they will not, directly or indirectly, individually or in concert with others, engage in conduct or make a statement that is calculated or likely to have the effect of undermining, disparaging or otherwise reflecting poorly upon the other, including upon the reputation of NIU, or its good will, products, or business opportunities or that is in any manner detrimental to NIU and/or its officers, employees, agents, or representatives, past or present, or of Robert Albanese. Nothing in this Agreement impairs any individual's ability and obligation to cooperate with any current or future investigation by NIU or agencies that are external to the University.
6. **Release and Settlement of Grievances and Claims.** Robert Albanese acknowledges being informed of available internal and external options to pursue any grievances, complaints, or claims associated with his decision to accept indemnification of costs or to not accept indemnification of costs and nonetheless agrees and covenants to accept all the benefits and encumbrances established by the

terms and conditions of this Agreement as full, irrevocable compromise, settlement and satisfaction of, and as sole consideration for the final release, discharge and legal waiver of any and all grievances, actions, hearings, claims, complaints, charges and demands whatsoever that may now exist on his behalf or that he conceivably believes could exist against the State of Illinois, the Board of Trustees of Northern Illinois University, Northern Illinois University, or any of their Trustees, officers, employees, agents, staff, attorneys and any other person, corporation, association or partnership both in official and individual capacities ("Released Parties") chargeable with responsibility for injuries to the person, property or any other legal interests of Robert Albanese, and for which Robert Albanese claims or conceivably could claim the Released Parties are in whole or in part legally liable for damages, which legal liability and damages are expressly disputed and denied by the Released Parties individually and collectively. Robert Albanese also understands that NIU, in consenting to this Agreement, neither waives its sovereign immunity, public official's immunity, nor other protections or defenses of the U.S. Constitution, federal law, the Illinois Constitution, Illinois law, or applicable law, nor admits to any degree whatsoever that Robert Albanese has suffered any wrong or loss whatsoever.

7. **Full Settlement.** Robert Albanese and the University agree this Agreement settles for all time any and all real or potential claims, grievances, charges, demands and/or causes of action either party might have against one another for any and all reasons existing on the date of its execution.

8. **Consultation.** Robert Albanese agrees and confirms that he has had the opportunity to consult with any advisors he may deem appropriate regarding this Agreement before agreeing to its terms and conditions.

9. **Voluntary Agreement.** Robert Albanese warrants: he exercises personal free will in agreeing to all the terms and conditions of this Agreement; he enters into it clearly and voluntarily, without coercion and that no promise or inducement has been offered except as herein set forth; this Agreement is executed without reliance upon any statement or representation by the person or parties released, or their representatives; and Robert Albanese is of legal age, sound mind, and legally competent to execute this Agreement and accepts full responsibility therefore.

10. **Amendment.** This Agreement may not be amended except upon mutual written consent of the parties.

11. **Governing Law.** The law governing this Agreement shall be that of the State of Illinois.

12. **Severability.** If any portion of this Agreement is adjudged void by a court of competent jurisdiction, the remaining portion shall continue in full force and effect.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no other representations, or agreements made between or amongst them other than those contained specifically herein. This Agreement becomes effective on the date when both parties have signed and executed the Agreement.

14. **Expiration.** This Indemnification Agreement shall be null and void unless signed and accepted no later than February _____, 2015 by the end of the business day.

EMPLOYEE ACCEPTANCE:

THE UNDERSIGNED HAS READ THE FOREGOING INDEMNIFICATION AGREEMENT AND FULLY UNDERSTANDS IT. The foregoing statements, offers, terms and conditions are ACCEPTED by Robert Albanese, and this is signified by his signature below on _____.

DeKalb
(City)

Illinois
(State)

Signature: _____
Robert Albanese

ACCEPTED:

**Board of Trustees
Northern Illinois University**

**Jerry D. Blakemore
Designee for the Board of Trustees**

SLINGERLAND & CLARK, P.C.

ATTORNEYS AT LAW

114 West State Street Sycamore, Illinois 60178-1414
phone 815 895-5141 fax 815 895-8567 e-mail sclaw0212@gmail.com
www.lawyersdekcalbcounty.com

Jack C. Slingerland
Dale J. Clark

Michael D. Doyle

October 22, 2014

Mr. James G. Guagliardo
Special Counsel – Northern Illinois University
Office of General Counsel
Altgeld Hall, #330
DeKalb, IL 60115-2828

Re: People vs Robert Albanese
DeKalb County Case No. 12 CF 678

Dear Mr. Guagliardo:

On March 18, 2013, my client, Robert Albanese, entered a plea of guilty to a class A misdemeanor of a violation of the State Property Act. Mr. Albanese's sentence was a disposition of court supervision for a period of 18 months. The 18 month period of court supervision has now ended, and without a petition to revoke court supervision having been filed by the State's Attorney prior to the end date of supervision, Mr. Albanese is discharged, and, by operation of law, a judgment dismissing the charges has occurred. All remaining charges were dismissed pursuant to plea negotiations.

I have enclosed limited documentation from the DeKalb County Government website, the Office of the DeKalb County Circuit Clerk, supporting the information set forth herein above.

I have also enclosed a detailed billing slip for my work on behalf of Mr. Albanese in connection with this matter. Mr. Albanese paid my firm \$7,500, plus \$28 for miscellaneous fees.

These documents are sent to you as my first step in the process, on behalf of my client, of seeking recovery under the State Employee Indemnification Act and Board of Trustee Regulations.

Mr. James G. Guagliardo

October 23, 2014

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If you are in need of additional documentation, or if I should continue my pursuit of indemnification on behalf of my client through a different arm of the university, would you kindly advise so me?

Thank you for the courtesy which you have extended to me and my client in the past, and I look forward to working with you toward a mutually satisfactory resolution of these matters.

Sincerely,

SLINGERLAND & CLARK, P.C.

BY

JACK C. SLINGERLAND
Attorney at Law

JCS/pjf

Enclosures

cc (w/out enclosures): Mr. Robert Albanese



Maureen A. Josh
DeKalb County Circuit Clerk
133 W. State Street, Sycamore, IL 60178
Hours: 8:30 A.M. - 4:30 P.M., Monday - Friday
(815) 895-7138
dekalbcircuitclerk@dekalbcounty.org



Search Results

Created by The DeKalb County Information Management Office and Circuit Clerk's Office

Tuesday, October 21, 2014

Name/Address Information

Case Number

12CF678

Name

ROBERT ALBANESE - Defendant

Address**Date of Birth**

Disposition Information

Status of Case

Closed

Offense Date

10/12/2009

Ticket

Original Charge and Disposition

Count	Original Charge	Class	Chapter and Section	Original Disposition
1	THEFT/\$500-\$10K/SCH/WRSH/GOVT	Class 2 Felony	Chapter: 720 Section: 5161a1	Dismissed/State Motion
2	THEFT/UNAUTHD CONTROL/>500<10K	Class 3 Felony	Chapter: 720 Section: 5161a1	Dismissed/State Motion
3	OFFL MISCONDUCT/FAIL PERFORM	Class 3 Felony	Chapter: 720 Section: 5333a	Dismissed/State Motion
4	VIOLATE STATE PROPERTY ACT	Class B Misdemeanor	Chapter: 30 Section: 6059	Supervision

Amended Charge and Disposition

Charge(s) not amended.

Sentence Information

Date**Sentence**

3/18/2013 Fines and/or Cost/Penalties and Fees

3/18/2013 Supervision 18 Months

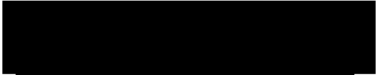
Events

Court Date	Time	Location	Event	Canceled?
9/17/2014	8:45 AM	Courtroom 220	Status hearing	
3/18/2013	8:45 AM	Courtroom 220	Status hearing	
1/28/2013	8:45 AM	Courtroom 220	Status hearing	

Web Page Last Updated at 7:00 a.m. on:
Tuesday, October 21, 2014

SLINGERLAND & CLARK, P.C.
ATTORNEYS AT LAW
114 WEST STATE STREET
SYCAMORE, IL 60178
(815) 895-5141

October 20, 2014

Robert C. Albanese


In Reference To: People vs. Albanese, Robert
- Theft, Official Misconduct, Violate State Property Act
Our File No. 12-295

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
10/17/2012 - JCS	Conference Conference with Robt Albanese; criminal charges Our File No. 12-295	1:00:00	
10/18/2012 - JCS	Correspondence Letter to client w/fee agreement Our File No. 12-295	0:10:00	
- JCS	Document prep. CF Motions Our File No. 12-295	0:15:00	
- JCS	Document prep. Fee Agreement Our File No. 12-295	0:06:00	
10/24/2012 - JCS	Correspondence Letter to Client w/Copy of Motions Filed, Fully Executed Fee Agreement, and Court Date Reminder Our File No. 12-295	0:06:00	
- JCS	Research Research effect of felony conviction on pension if benefits already received Our File No. 12-295	1:15:00	

		<u>Hrs/Rate</u>	<u>Amount</u>
10/26/2012 - JCS	Court App Court Appearance and brief meeting with client Our File No. 12-295	0:30:00	
10/29/2012 - JCS	Correspondence Letter to Client Re: Next Court Date of 12/19/2012 Our File No. 12-295	0:06:00	
10/30/2012 - JCS	Meeting Meeting with client to discuss more case information Our File No. 12-295	0:40:00	
11/4/2012 - JCS	Pre-trial disc. Review of materials tendered thus far. Actual time was 4 hours, but split between two clients since discovery was common to both. Our File No. 12-295	2:00:00	
11/5/2012 - JCS	Correspondence Letter to Client Re: Discovery Received Our File No. 12-295	0:06:00	
11/7/2012 - JCS	Pre-trial disc. Meeting with client to discuss discovery received Our File No. 12-295	0:15:00	
11/26/2012 - JCS	Document prep. Subpoena to NIU Office of General Counsel Our File No. 12-295	0:15:00	
12/3/2012 - JCS	Document prep. Notice of Issuance of Subpoena to DeKalb County State's Atty's Office Our File No. 12-295	0:15:00	
12/7/2012 - JCS	Correspondence Letter to Client w/Copy of Subpoena Issued to Northern Illinois University Our File No. 12-295	0:06:00	
12/13/2012 - JCS	Correspondence Letter to Client w/Copy of Notice/Motion to Amend Conditions of Release on Bond	0:06:00	

		<u>Hrs/Rate</u>	<u>Amount</u>
	Our File No. 12-295		
12/13/2012 - JCS	Document prep. Notice/Motion to Amend Conditions of Release on Bond Our File No. 12-295	0:15:00	
12/17/2012 - JCS	Pre-trial disc. Re read all discvorey materials(12/16) (time split with co defendant); call from Gen'l Counsel (12/14) re subpoenad materials; brief file review @ coourthouse after indictments returned Our File No. 12-295	1:45:00	
12/18/2012 - JCS	Prep for Court Prep for court met with client pre court to discuss evidence review Our File No. 12-295	0:40:00	
12/19/2012 - JCS	Court App Court Appearance Arraignment;continue for status Our File No. 12-295	0:50:00	
12/20/2012 - JCS	Correspondence Letter to Client Re: Next Court Date of 1/28/2013 Our File No. 12-295	0:06:00	
1/10/2013 - JCS	Correspondence E mail to NIU media relations to locate copy of NIU "written statement" referenced in Chronicle article; after internet search for same Our File No. 12-295	0:15:00	
1/28/2013 - JCS	Court App Court Appearance continue for status Our File No. 12-295	0:20:00	
1/29/2013 - JCS	Correspondence Letter to Client Re: Next Court Date of 3/18/2013 Our File No. 12-295	0:06:00	
3/7/2013 - JCS	Telephone Conference Telephone conference with client re: my meeting with Special counsel re: other client case; also discussed search warrant @ NIU PD	0:20:00	

		<u>Hrs/Rate</u>	<u>Amount</u>
	Our File No. 12-295		
3/11/2013 - JCS	Correspondence e mail to Asst. State's Attorney Harris requesting his review of evidence against client in light of offers made on other cases ; requested response; Our File No. 12-295	0:20:00	
3/12/2013 - JCS	Meeting Meeting with States Attorney Schmack and Asst. State's Attorney Harris re: negotiations; call to client re same Our File No. 12-295	1:30:00	
3/14/2013 - JCS	Correspondence e mail exchange with State's Attorney's Office possibility of disposing of case on 3/18 Our File No. 12-295	0:15:00	
3/15/2013 - JCS	Telephone Conference Telephone conference with client ; e mail exchanges with State's Attorney's Office re: further plea negotiations Our File No. 12-295	0:20:00	
3/18/2013 - JCS	Court App Court Appearance case concluded; also, review of NIU contract settling non criminal dispute Our File No. 12-295	1:00:00	
- JCS	Correspondence Disposition Letter to Client Our File No. 12-295	0:15:00	
	For professional services rendered	15:28:00	
	Additional Charges :		
		<u>Qty/Price</u>	
11/8/2012 - JCS	Copies	1	4.00
	Copies	4.00	
	Our File No. 12-295		

		<u>Qty/Price</u>	<u>Amount</u>
11/30/2012 - JCS Subpoena Fee		1	20.00
Subpoena fee - Northern Illinois University		20.00	
Our File No. 12-295			
Total costs			\$24.00
10/19/2012 Thank you for your payment. Check No			(\$3,750.00)
11/2/2012 Invoice No. 136651	136651		\$7,500.00
11/6/2012 Thank you for your payment. Check No			(\$500.00)
12/3/2012 Invoice No. 136983	136983		\$4.00
12/7/2012 Thank you for your payment. Check No			(\$500.00)
1/3/2013 Invoice No. 137317	137317		\$20.00
1/10/2013 Thank you for your payment. Check No			(\$500.00)
2/8/2013 Thank you for your payment. Check No			(\$500.00)
3/4/2013 Thank you for your payment. Check No			(\$500.00)
4/10/2013 Thank you for your payment. Check No			(\$500.00)
5/8/2013 Thank you for your payment. Check No			(\$500.00)
6/20/2013 Thank you for your payment. Check No			(\$274.00)