

RESOLUTION AGREEMENT

For good and valuable consideration, which is hereby acknowledged, Dr. Alan Phillips, on behalf of the Board of Trustees of Northern Illinois University (hereinafter referred to as "Northern Illinois University," "NIU" or "University") and Mr. Ronald Walters, agree to enter into this Resolution Agreement (hereinafter "Agreement"), to resolve the dispute between the Parties under the unique set of circumstances which led to the dispute. Mr. Walters and the University may be referred to jointly as the "Parties" throughout this Agreement.

RECITALS, which are by this reference incorporated into and made part of this Agreement:

WHEREAS, the University and Mr. Walters are currently in a dispute regarding the reimbursement of travel expenses paid to Mr. Walters by the University, and whether the payment of those expenses are allowable under applicable law;

WHEREAS, the University sought an exception to the travel regulations from the Illinois Higher Education Travel Control Board, in relation to the University's reimbursement of travel expenses to Mr. Walters in this instance, and the Illinois Higher Education Travel Control Board ruled that Northern Illinois University had erroneously issued reimbursement to Mr. Walters for his travel expenses between his home in Washington State and NIU's main campus in DeKalb, Illinois;

WHEREAS, the Office of the Illinois Auditor General reviewed the University's reimbursement of travel expenses to Mr. Walters and issued an audit finding that such reimbursement of travel expenses is inappropriate, with the recommendation that the University take steps to "recoup unreimbursable travel expenses from the employee";

WHEREAS, Northern Illinois University asserts that Mr. Walters is required to return \$34,265.20 in travel expense reimbursements to the University, in light of the determinations of the Illinois Auditor General and the Illinois Higher Education Travel Control Board, described above;

WHEREAS, Mr. Walters asserts that he is not required to return these travel expense reimbursements and that he has not been fully compensated for services performed to the University, which equates to \$16,750.00;

WHEREAS, the Parties understand and agree that the terms and conditions of this Agreement are entered into in an effort to resolve the dispute between the Parties and do not in any way constitute an admission that any assertion made by either Party is true and/or accurate. In addition, the entering into this Agreement, and the performance of its terms and conditions, shall not be construed as an admission of any liability whatsoever by or on behalf of any of the Parties, but whom all liability is hereby denied;

WHEREAS, the Parties agree to mutually settle all claims, demands, damages, controversies, actions, rights of action, or whatsoever kind or nature, at law or in equity, existing

on and prior to the Effective Date of this Agreement, which the Parties now have or may hereafter have, arising out of, in consequence of, or on account of all known and unknown injuries to person or property, including but not limited to, all such claims arising out of, or in consequence of the dispute, without either party admitting any liability or the correctness of any position taken by the other or incurring further expenses or legal exposure.

NOW THEREFORE, based on the above recitations, which are incorporated herein, and the other considerations described in this Agreement, Mr. Walters and the University agree as follows:

1. **Payment of Expenses.** The Parties agree to compromise the amount of the dispute between the Parties. Northern Illinois University agrees to credit Mr. Walters \$16,750.00 against the full \$34,265.20 that is in dispute. Mr. Walters agrees to re-pay the University the remaining \$17,515.20 within 30 days of the execution of this Agreement.
2. **Confidentiality.** Mr. Walters acknowledges that he has been privy to, and provided access to, much sensitive information that belongs to Northern Illinois University. Mr. Walters understands and agrees that he is not authorized to possess, use, or otherwise exert control over such information without the express, written permission of Northern Illinois University. Mr. Walters also agrees and covenants to not discuss internal business, operations and personnel matters related to the University with NIU employees, media, the public, former employees, or future employers. This provision may be amended by express, written agreement of the parties in the event that Mr. Walters or the University discovers the need to disclose to others. The Parties understand and agree that the University may 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.
3. **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 intentional 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 Mr. Walters. At NIU, this paragraph shall be applicable to the NIU Board of Trustees, the Office of the President, all members of the President's Cabinet, and any employees who are direct reports to these individuals. This paragraph shall not extend into the University beyond those persons specifically identified, as it would be unreasonable and impractical to notify every employee at the University about the requirements of this Paragraph. All NIU employees and officials that are subject to this Paragraph, though, shall also take reasonable steps/actions to inform other NIU employees or officials of the requirements of this Paragraph and ask that no further statements or communications regarding Mr. Walters continue, if they become aware of statements or communications made by NIU employees or officials that may implicate the spirit and intent of this Paragraph. Any claims by Mr. Walters for allegations of future violations of privacy

interests or defamation shall be adjudicated exclusively in the Illinois Court of Claims pursuant to Illinois law.

4. **Mutual Release of Grievances and Claims.** The University agrees and covenants to implement this Agreement in accordance with its terms and conditions. With the receipt of Mr. Walters' payment, as described above, the University agrees to accept such payment in full and irrevocable satisfaction of the monies that the University asserts are owed to it from Mr. Walters, and agrees to discontinue processing prospective administrative and/or legal actions involving the recovery of any travel expenses previously provided to Mr. Walters. Northern Illinois University hereby agrees and covenants to release, discharge, and waive any and all grievances, actions, hearings, claims, complaints, charges and demands whatsoever that may now exist on its behalf or that it conceivably believes could exist against Mr. Walters, both in his official and individual capacities, for which the University claims or conceivably claim that Mr. Walters is, in whole or in part, legally liable, which is expressly disputed and denied by Mr. Walters, as he does not admit to any degree whatsoever that Northern Illinois University has suffered any wrong or loss whatsoever.

In addition to the payment made by Mr. Walters, as described above, Mr. Walters agrees and covenants to accept all the benefits and encumbrances established by the terms and conditions of this Agreement as full and irrevocable satisfaction of, and as sole consideration for his 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, the NIU Foundation or any of their Trustees, officers, employees, agents, staff, attorneys and any other person, corporation, association or partnership, both in official and individual capacities, chargeable with responsibility for alleged injuries to the person, property or any other legal interests of Mr. Walters ("Released Parties"), and for which Mr. Walters claims or conceivably could claim the Released Parties are in whole or in part legally liable in damages, which legal liability and damages are expressly disputed and denied by the Released Parties individually and collectively, and Mr. Walters also understands that the University, 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 Mr. Walters has suffered any wrong or loss whatsoever.

5. **Full Resolution.** Mr. Walters 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. Nothing in this Agreement prevents actions taken by external agencies.

6. **Consultation and Voluntary Agreement.** Mr. Walters 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. Mr. Walters warrants that: he is exercising personal free will in agreeing to all the terms and conditions of this Agreement; he is

entering 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 Mr. Walters is of legal age, sound mind, and legally competent to execute this Agreement and accepts full responsibility therefore.

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

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

9. **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.

10. **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. The Parties understand and agree that this Agreement may be executed by counter-sign, with a University-signed copy of the Agreement provided to Mr. Walters and a Mr. Walters-signed copy of the Agreement provided to the University. This Agreement becomes effective on the date when both parties have signed and executed the Agreement.

THE UNDERSIGNED HAS READ THE FOREGOING RESOLUTION AGREEMENT AND FULLY UNDERSTANDS IT.

MR. WALTERS ACCEPTANCE:

The foregoing statements, offers, terms and conditions are ACCEPTED by Ronald Walters, and this is signified by his signature below on this 23RD day of OCTOBER, 2015.

Signature: _____

Ronald Walters

UNIVERSITY ACCEPTANCE:

The foregoing statements, offers, terms and conditions are ACCEPTED by Northern Illinois University, and this is signified by the signature of its duly-designated representative below on this 1st day of November, 2015.

Board of Trustees

Northern Illinois University

[Signature]

Designee for the Board of Trustees