

PRESIDENTIAL TRANSITION AGREEMENT

Summary: The Board of Trustees and Dr. Baker mutually desire to enter into a Presidential Transition Agreement (“Agreement”) to reflect Dr. Baker’s separation from the University and the amicable resolution of any and all matters concerning Dr. Baker’s relationship with the University. The Board of Trustees has received, reviewed, and considered the annual performance review of Dr. Baker when contemplating the Presidential Transition Agreement. The following is the nature of the Agreement being considered by the Board of Trustees and other information about the Agreement that is intended to inform the public of the business being conducted by the Board:

- A. In exchange for appropriate consideration provided by the Board, and as described below, Dr. Baker agrees to separate from the University and relinquish his position as President of Northern Illinois University, effective June 30, 2017.
- B. Upon Dr. Baker’s resignation, the Board of Trustees agrees to pay Dr. Baker one (1) year of Dr. Baker’s base salary in the amount of \$450,000.00 and applicable benefits, less applicable deductions or withholdings as required by law and regulation.
- C. In addition, Dr. Baker agrees to surrender any right or ability to assume active faculty duties in the College of Business. Under Dr. Baker’s Employment Agreement, effective July 1, 2013, Dr. Baker could elect to assume active faculty duties at a rate of \$225,000.00 per year, upon the conclusion of his service as President. In consideration of Dr. Baker’s agreement to surrender any active faculty duty rights, the Board of Trustees agrees to pay Dr. Baker a one-time lump sum payment of \$137,500.00, less applicable deductions or withholdings as required by law and regulation.
- D. Pursuant to Article IX of the Board of Trustees Bylaws, the Board of Trustees agrees to pay Dr. Baker an amount up to but not exceeding \$30,000.00 for Dr. Baker’s reasonable, unpaid expenses for legal counsel in relation to his service to the University.
- E. Dr. Baker has agreed to leave the University President’s official residence on or before July 31, 2017.
- F. Dr. Baker agrees that other than the payments set forth above, no additional amount is payable to Dr. Baker under the provisions of the Agreement. Dr. Baker further releases any claim related to his employment with the University existing on or before execution of the Agreement, and agrees to waive any right to use a University internal grievance or appeal process, or any other administrative or judicial process for such claims.

For Approval: The Board hereby agrees to the terms and conditions outlined above and authorizes those terms and conditions to be reduced to a mutually-agreed, written Presidential Transition Agreement between the Board and Dr. Baker.