EMPLOYMENT AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY
AND
DR. M BETH FISHER INGRAM

This Employment Agreement ("Employment Agreement" or "Agreement") shall be effective as of May 16, 2019 ("Effective Date") between the Board of Trustees of Northern Illinois University ("University" or "NIU") and Dr. M Beth Fisher Ingram ("Employee"). The University and the Employee may hereinafter be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, the University desires to appoint and employ Dr. M Beth Fisher Ingram as Executive Vice President and Provost of the University on the terms and conditions hereinafter set forth, contingent upon the Employee's faculty appointment as a condition precedent to this Agreement; and

WHEREAS, the Employee desires to accept such appointment and employment as Executive Vice President and Provost on the terms and conditions hereinafter set forth; and

WHEREAS, the Employee's appointment as Executive Vice President and Provost shall be duly approved by the Board of Trustees of Northern Illinois University ("Board of Trustees"); and

WHEREAS, the Employee acknowledges the NIU Vision, Mission and Values Statements and agrees to actively support them; and

WHEREAS, both the University and Employee desire to set forth their respective rights and obligations in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I - APPOINTMENT

1.0 Position. The University appoints and employs Dr. M Beth Fisher Ingram as Executive Vice President and Provost of Northern Illinois University, and Dr. M Beth Fisher Ingram agrees to be employed full-time by the University as the University's Executive Vice President and Provost.

1.1 Duties. The Employee shall effectively and satisfactorily perform all of the duties and acts that are usual or necessary in carrying out the roles, responsibilities and authority of the position of Executive Vice President and Provost. The Executive Vice President and

Provost shall perform all duties and acts, with more specific goals and responsibilities to be defined, subject to federal and state of Illinois ("State") laws, regulations and rules, and all bylaws, regulations, policies, procedures and accreditation requirements of the Board of Trustees and the University, as now existing or hereafter promulgated.

The essential roles, responsibilities and duties of the Executive Vice President and Provost, include, but are not limited to:

(a) Serving as Chief Academic Officer of the University; and

(b) Exercising any and all authority associated with the position of Executive Vice President and Provost, including, but not limited to, management and oversight of all Office of the Provost staff; and

(c) As determined by the President and in conjunction with the Chief Financial Officer, developing and implementing budget priorities and responsibilities; and

(d) Serving on the President's Senior Roundtable; and

(e) Chairing the Academic Planning Council, the University Council Personnel Committee, the Council of Deans, and serving as a member of any other committee, council or advisory group as determined by the President; and

(f) Serving as the University liaison to the Board of Trustees' Academic Affairs, Student Affairs and Personnel Committee; and

(g) Participating with other state university and community college chief academic officers in regular meetings with academic staff of the Illinois Board of Higher Education, or delegating selected meeting attendance to Office of the Provost staff; and

(e) Facilitating effective working relationships with staff, faculty and students across the University;

and

(f) Performing other duties as may be assigned or delegated by the University.

1.2 <u>Reporting</u>. The Employee agrees to perform the roles, responsibilities and duties of the Executive Vice President and Provost under the supervision and direction of the President. The Employee shall provide reports and other information as requested by the President or as otherwise required by law or other applicable authorities.

1.3 <u>Goal-Setting Process and Evaluation</u>.

(i) **Goal-Setting Process**. On or before July 31, 2019 for the evaluation period from the Effective Date of this Agreement until June 30, 2020, and on or before June 30 of each subsequent year of the term of this Agreement, for the one (1)-year period beginning on the following July 1, the Employee shall provide the President with a list of proposed annual goals and objectives (for example, approximately three (3) to five (5) related to the University's priorities, such as inclusive excellence and fiscal sustainability). The President and the Employee shall discuss the

Employee's goals and objectives and finalize the goals and objectives for the one (1)-year period beginning each July 1.

(ii) **Evaluation**. The Employee shall be evaluated by the President periodically. Evaluations shall also be performed in accordance with Board of Trustees and University Bylaws and applicable laws, regulations, Board of Trustees and University governing documents and other authorities, including but not limited to University Bylaw 19.3.1.2. The timing, scope and substance of the evaluation shall be determined by the Parties.

1.4 <u>Compliance</u>. The Employee agrees to comply with all federal and State laws such as, but not limited to, Title IX of the Education Amendments of 1972 and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The University and the Employee acknowledge that the Employee is considered a "Campus Security Authority," and as such, the Employee shall perform duties consistent with that title, including, but not limited to, prescribed training and the requirement of reporting certain crimes involving University personnel and/or students. The Employee further agrees that subject to the Illinois State Officials and Employees Ethics Act (5 ILCS 430/5-45) ("Ethics Act"), the Employee is subject to the revolving door prohibition. The Ethics Act prohibits the Employee, within a period of one (1) year immediately after termination of office or State employment, from knowingly accepting employment or receiving compensation or fees for services from a person or entity if the person or entity or its parent or subsidiary, during the year immediately preceding termination of State employment, was a party to a State contract or contracts with a cumulative value of Twenty Five Thousand Dollars ($25,000.00) or more involving the Employee or the University, for which the Employee participated personally and substantially in the award of the State contract or contracts in question.

1.5 <u>Salary Pool</u>. During the first year of the Term only, the University shall provide Employee with a salary pool for salary adjustments for employees making under the median for pay in their classification. The Employee's allocation of such salary pool shall be made in the best interest of the University and the Office of the Executive Vice President and Provost and in a manner that is not arbitrary nor capricious. The amount of the salary pool and any allocations made thereunder shall be determined in consultation with the President and with consideration for national salary benchmarking data and employee performance, and in accordance with University policies, procedures and and other applicable resource allocation guidelines.

1.6 <u>Non-Disparagement</u>. The Employee recognizes that her statements about the University and its administrators, faculty, staff and students are often publicized and she agrees to use reasonable efforts to keep positive and constructive in tone and substance in any public comments she makes about University policies or actions taken during the Term.

<u>ARTICLE II - TERM</u>

2.0 Initial Term. The term of this Agreement commences on the Effective Date and terminates on May 15, 2025 ("Term"), unless renewed, extended or sooner terminated as provided for in this Agreement.

2.1 Renewal or Extension. The Term may be renewed and extended upon the Employee's reappointment in accordance with applicable policies and procedures contained in the University Constitution, University Bylaws (Article 19.3.1.2), and Board of Trustees Regulations (Section II). In the event the President and the Employee do not agree upon the feasibility of another Term, as provided in University Bylaw 19.3.1.2, this Agreement shall automatically terminate as of May 15, 2025 with no further action of the University.

ARTICLE III - COMPENSATION

3.0 Annual Base Salary. The annual base salary ("Annual Base Salary") for duties performed by the Employee during the Term of this Agreement shall be Three Hundred Ten Thousand Dollars ($310,000.08) payable in accordance with the University's payroll policies and procedures, with applicable deductions or withholdings as required by law and regulations. Any increases to Annual Base Salary shall be in the sole discretion of the University. The Employee shall be eligible for any salary increase program applicable to the University's other senior administrators during the term of this Agreement.

3.1 Performance Incentive. The President, in consultation with the Employee, shall develop written performance incentive criteria for the evaluation of the Employee starting with FY2020. Performance incentive criteria will be divided into at least three categories: 1) diversity, inclusion, and human resource services; 2) budget development and fiscal sustainability; and 3) retention and student success (each an "Incentive Category"). Starting in calendar year 2020, in the fall semester of each calendar year of the Term, the President shall evaluate the performance of the Employee in the prior fiscal year in accordance with Article 1.3 of this Agreement. Based upon the Employee's performance, the Employee may be eligible to receive performance-based compensation not to exceed Fifteen Thousand Dollars ($15,000.00) on an annual basis, contingent upon the availability of funds. Each Incentive Category will be considered for up to Five Thousand Dollars ($5,000) of performance-based compensation per fiscal year as part of the total not-to-exceed amount of $15,000.00. The award of performance-based compensation is discretionary. Performance by the Employee and determinations made by the University in relation to the enrollment and retention Incentive Category shall be in accordance with U.S. Department of Education regulations.

3.2 Benefits. The Employee will be eligible to receive the customary and ordinary benefits available to administrative and professional employees of the University in accordance with applicable law and University policy and will be subject to all legal withholdings or deductions required by State or federal law or regulation. The Employee acknowledges that the customary and ordinary benefits offered by the University may change over time and that the Employee will be subject to any such changes consistent with the provisions of University benefits plans and applicable law.

3.3 Business and Travel Expenses. The University shall reimburse the Employee for all reasonable University-related business and travel expenses, including those associated with annual dues and membership fees and expenses for professional associations and professional development opportunities, meetings and entertainment, in accordance with State and University policies and procedures, as existing or hereafter promulgated. The Employee agrees to reimburse the University for any personal charges incurred in connection with activities described in this Article but charged to the University.

3.4 Expense Reimbursement. The Employee shall maintain and furnish to the University a reasonable accounting and receipts for reimbursable expenses provided for in this Agreement in detail consistent with University and State policies and procedures. All items are subject to the approval of the President, or the President's designee (not to be unreasonably withheld, delayed, or conditioned). All expenses shall be subject to audit by the University.

3.5 Faculty Appointment. The parties acknowledge and agree that, pursuant to applicable Board of Trustees and University policies and regulations, Employee is anticipated to receive a tenured appointment at the rank of professor in the College of Liberal Arts & Sciences, Department of Economics. During Employee's term as Executive Vice President and Provost, Employee shall maintain Employee's faculty appointment and rank but will not receive any additional compensation in consideration of the faculty appointment. It is further agreed that the lapse of this Agreement or termination without Good Cause (as defined in Article 5.3) of the Employee's appointment, or resignation of her appointment by the Employee, or re-assignment of Employee by the University, shall not impact Employee's tenured appointment at the rank of professor, subject to University rules and regulations applicable to tenured faculty members. Employee's return to active faculty service under the provisions of this Agreement are further set forth in Article 5.5 below.

3.6 Moving Expenses. The University shall pay for Employee's reasonable expenses incurred to move the Employee, the Employee's immediate family and their personal property, with a not to exceed reimbursable amount of Twelve Thousand Dollars ($12,000.00). This amount shall include the combination of reasonable moving expenses and transition housing. Expenses paid on behalf (or reimbursed to) the Employee under this provision may be taxable to the Employee in accordance with applicable tax law. The Employee shall provide the University with appropriate documentation related to the moving expenses and any such reimbursement by the University shall be in accordance with University and State policies and procedures.

ARTICLE IV - OTHER EMPLOYMENT/DISCLOSURES OF INTEREST

During the Term of this Agreement, the Employee will perform the Employee's duties and responsibilities under this Agreement full-time and devote such efforts as may be required by and in accordance with State law and applicable Board of Trustees and University policies and procedures. The Employee shall obtain the written approval of the President for any of the Employee's personal interests or commitments that might influence or appear to influence the Employee's duties and responsibilities under this Agreement.

During the Term of this Agreement, on a personal basis, the Employee shall not solicit money, loans, gifts or discounts and shall refrain from accepting money, gifts, entertainment, favors, or services that give rise to potential conflicts of interest or commitments or that might influence or appear to influence the Employee's duties and responsibilities under this Agreement.

ARTICLE V - TERMINATION

5.0 Events of Termination. The parties agree that the terms and conditions of this Agreement with respect to termination of the Employee shall supersede any Board of Trustees or University bylaws, regulations or policies, and in the event of a conflict, this Agreement shall control.

5.1 Termination by University for Good Cause. The University has the right to terminate the Employee for "Good Cause" by delivering to the Employee a written notice of the University's intent to terminate this Agreement for Good Cause, which notice shall be effective upon notice from the University to the Employee or at such later time as such notice may specify. In the event the Employee is terminated and/or fired by the University at any time for Good Cause, the Employee is not entitled to the payment of any salary, benefits, damages or severance pay beyond the effective date of said termination for Good Cause (except for amounts earned, accrued, vested or due prior to such date). Furthermore, in the event the Employee is terminated and/or fired by the University at any time for Good Cause, the Employee's faculty appointment shall also be terminated upon termination of this Agreement. For purposes of this Agreement, "Good Cause" shall be defined, along with its other normally understood meanings in employment contracts, as:

> (i) A deliberate or serious violation of any local, State or federal law, rule, regulation or Constitutional provision, or Board of Trustees or University bylaw, regulation or rule, which violation may, in the sole judgment of the University, reflect unfavorably upon the Board of Trustees or University in any material respect;
>
> (ii) Material insubordination;
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> (iii) the Employee's conviction or plea of *nolo contendere* to a misdemeanor involving financial impropriety, moral turpitude or harassment of a University student or employee, or any conviction or plea of *nolo contendere* to a felony, or the University's independent finding of any conduct of the Employee that constitutes financial impropriety, moral turpitude or harassment;

(iv) Participation in an act of dishonesty, which act is materially harmful to the University;

(v) Misconduct (as defined by the Government Severance Pay Act (5 ILCS 415/)) or willful neglect in the performance of the Employee's duties that harms the University;

(vi) Material violations of University policies, including, but not limited to, the Title IX/Sexual Misconduct Policy and the Non-Discrimination/Harassment Policy;

(vii) Failure of the Employee to promptly report to the University if Employee knows (or would have known in the exercise of reasonable diligence) of a serious violation of any local, State, or federal law, rule, regulation or Constitutional provision, or Board of Trustees or University bylaw, regulation or rule;

(viii) Failure of the Employee to inform, cooperate with and collaborate with senior officials of University;

(ix) Absence from the University for ten (10) business days or more without the consent of the University, except as provided by the federal Family and Medical Leave Act or any other pertinent federal or State law;

(x) A violation of prohibition against activity as stated in Article IV of this Agreement; or

(xi) As otherwise defined by law.

The standard for termination for Good Cause (to the extent in conflict with University rules or policies which permit termination) shall be as defined in this Article.

The Parties understand and agree that the University shall have no obligation to use progressive discipline regarding the Employee's misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline. In the event of termination of this Agreement for Good Cause, all obligations of the University under this Agreement shall cease immediately; provided, however, that the University shall be responsible to pay the Employee all amounts of compensation the Employee has earned (or which have accrued or have been achieved), but remain unpaid, as of the date of termination.

5.2 Termination Due to Inability to Perform Employee's Functions. This Agreement shall terminate automatically if the Employee is unable to discharge the duties and responsibilities of the position of Executive Vice President and Provost, or an anticipated absence of the Executive Vice President and Provost will last for more than thirty (30) calendar days, except where the Employee requests and is granted a leave of absence, and/or pending approval of available SURS disability benefits. Circumstances under which such automatic termination may occur include, but are not limited to:

(i) Incapacity, as determined by the Employee or the President;
(ii) Incapacity, as certified by an appropriate medical provider or judicially declared by a court of competent jurisdiction;
(iii) death.

"Incapacity" shall mean the Employee is unable to receive and evaluate, make or communicate, or understand the nature and effects of decisions to such an extent that the Employee lacks the ability to meet the essential elements of this Agreement. In the event of any termination of this Agreement under this Article, the University shall be obligated to compensate the Employee or the Employee's estate in accordance with this Agreement for services performed prior to the termination date (including any amounts which were earned, achieved, or which accrued as of said date) and, in the event of incapacity or death, the Employee or the Employee's estate shall be entitled to those benefits, if any, that are payable under any University group employee insurance or benefit plan in which the Employee is enrolled.

If the Employee is terminated from service as Executive Vice President and Provost pursuant to this Article, the Employee shall not automatically be entitled to return to the faculty; provided, however, that the University shall determine whether the Employee is able to perform the essential functions of her faculty position with or without accommodations and, if so, the Employee shall have the right to return to the faculty. The Employee agrees to provide documentation from an appropriate medical provider and the University and the Employee agree to engage in an interactive process to determine whether the Employee can return to the faculty under this Article.

5.3 <u>Termination by University without Good Cause</u>. The University may terminate this Agreement without Good Cause by delivering to the Employee a written notice of the University's intent to terminate this Agreement without Good Cause, which notice shall be effective upon the University sending notice to the Employee or at such later time as such notice may specify. If the University terminates the Employee's appointment without Good Cause, then the Employee may elect from the following:

(i) If termination occurs with twenty (20) weeks or more remaining until the expiration of the Term of this Agreement, the University shall pay the Employee an amount not to exceed twenty (20) weeks' Annual Base Salary at the then-current rate plus applicable benefits in accordance with the Government Severance Pay Act, unless the Employee chooses to return to the faculty, as provided in Article 5.5 below.

(ii) If termination occurs with less than twenty (20) weeks remaining until the expiration of the Term of this Agreement, the University shall pay the Employee a pro-rata amount of Annual Base Salary equal to the number of weeks remaining in the Term (not to exceed twenty (20) weeks) at the then-current rate plus applicable benefits in accordance with the Government Severance Payment Act, unless the Employee chooses to return to the faculty, as provided in Article 5.5 below.

Payments to the Employee under this Article shall be considered liquidated damages, in lieu of all other damages, and the parties agree that acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for all damages and injury suffered by the Employee because of said termination by the University. Acceptance of such payments shall constitute a waiver of any and all other damages or penalties against the Board of Trustees, the University, and their trustees, officers, agents and employees.

In the event the Employee separates from the position of Executive of Vice President and Provost under this Article, except as otherwise agreed between the University and Employee, subject to University rules and regulations applicable to tenured faculty members, the Employee shall be entitled to return to the faculty pursuant to the provisions set forth in Articles 3.5 and 5.5 of this Agreement.

5.4 Resignation by Employee. The Employee may terminate this Agreement at any time upon not less than ninety (90) days prior written notice to the University. The Employee's employment as Executive Vice President and Provost shall cease on the effective date of the Employee's resignation. Neither party shall have any further rights or obligations hereunder with respect to the Employee's employment as Executive Vice President and Provost, except to any salary or benefits the Employee accrued before the effective date of the Employee's resignation. Following receipt of the Employee's notice to terminate under this Article, the University may decide to terminate the Employee's appointment as Executive Vice President and Provost prior to the date set forth in the notice. The termination of this Agreement because of the Employee's resignation shall not end Employee's tenured faculty appointment and subject to University rules and regulations applicable to tenured faculty members, she shall be entitled to return to the faculty as set forth in Articles 3.5 and 5.5 of this Agreement.

5.5 Assumption of Faculty Appointment Following Lapse of this Agreement or Termination. Upon the expiration of the Term of this Agreement or upon termination of this Agreement other than as set forth in Articles 5.1 and 5.2 above, the Employee will be entitled to assume a tenured academic appointment in the College of Liberal Arts & Sciences, Department of Economics, subject to University rules and regulations applicable to tenured faculty members. Should the Employee choose to assume the faculty appointment following expiration of the Term of this Agreement or upon termination of this Agreement as set forth in Article 5.3 above or Employee's termination under Article 5.7 below, she will be entitled to one (1) year of administrative leave for professional development purposes ("Administrative Leave"). The salary for such Administrative Leave shall be ½ of the Employee's Annual Base Salary prior to the Employee's assumption of her tenured academic appointment. Should the Employee choose to assume the faculty appointment upon termination of this Agreement as set forth in Article 5.4 above, the University shall determine whether an Administrative Leave is appropriate for transition purposes and/or professional development, and further determine the term and salary of such Administrative Leave. Thirty (30) days prior to the start of the Administrative Leave, the Employee shall submit a plan ("Leave Plan") to the President outlining expected outcomes during the Administrative Leave. The Leave Plan shall be reviewed and approved by the President in consultation with the Chair of the Department of Economics. Following the end of the Administrative Leave and upon assuming the tenured academic appointment, the Employee's annual salary shall be adjusted as determined by the Dean of the College of Liberal Arts & Sciences and Chair of the Department of Economics to a nine (9)-month or twelve (12)-month base salary with consideration given to the salaries of comparable faculty members within the same academic department, external market value and University economic conditions.

In the event the Employee does not assume faculty responsibilities for at least one semester after the Administrative Leave, the Employee may be required to repay compensation paid to the Employee during the Administrative Leave.

Upon assumption of her faculty appointment pursuant to the terms of this Agreement, the Employee's employment on the University's faculty shall be governed by the University's rules for tenure and the University Bylaws, and not by this Agreement.

5.6 Limitation of Damages for Termination. In the event of a termination by the University, with or without Good Cause, damages which may be assessed against the University (or anyone connected with the University) shall not include loss of any collateral business opportunity, or of extra compensation (regardless of source) or any other benefits (whether contemplated by this Agreement or not) from any source outside the University. Nothing herein shall be deemed to be an acknowledgement that any damages whatsoever are available in the event the termination is with or without Good Cause. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits or income that may ensue as a result of the University's termination of this Agreement.

5.7 Reassignment. In the event the University has the right to terminate this Agreement pursuant to Article V of this Agreement, the University may alternatively elect to remove Employee from the duties and responsibilities as Executive Vice President and Provost and reassign Employee to other duties and responsibilities within the University for the remainder of the Term. In the event of such reassignment, the sole compensation for the performance of such reassigned duties and responsibilities shall be the Annual Salary of this Agreement in effect on the date of reassignment. The terms of Article 3.1 (Performance Incentive) shall not apply to any reassigned position. Following the conclusion of the thirty (30) days after a reassignment by the University pursuant to this Article, Employee shall have the right to terminate this Agreement (without penalty) upon written notice to the University.

ARTICLE VI – REPRESENTATION AND WARRANTY

The Employee represents and warrants to the University that prior to the Effective Date of this Agreement, the Employee has not engaged in any act or omission which prevents the Employee's ability to assume the duties of this Agreement. A breach of this warranty would constitute a material breach of this Agreement.

ARTICLE VII - INDEMNIFICATION

Per applicable State law and Board of Trustees Bylaws, in the event the Employee incurs or will reasonably expect to incur expenses in connection with any claim, or actual or threatened action, suit, proceeding or investigation (civil, administrative, or other non-criminal proceedings) or appeal in which the Employee may be involved by reason of being or having been Executive Vice President and Provost of the University, the Employee will be entitled to indemnification from the University. Determinations as to the extent and scope of any such indemnification will be as reasonably necessary as determined by the Board of Trustees in good faith, and made pursuant to applicable law, Board of Trustees Bylaws, insurance policies covering University employees, and any other applicable authority, as existing or hereafter promulgated.

ARTICLE VIII – DISCLOSURE OF AGREEMENT TERMS AND CONDITIONS

The parties acknowledge that disclosure of the existence of this Agreement and its terms and conditions is subject to applicable law (e.g. Freedom of Information Act (5 ILCS 140/)) and court order.

ARTICLE IX - MISCELLANEOUS

9.0 Entire Agreement. This Agreement, along with the offer letter dated March 12, 2019 from President Lisa C. Freeman, constitutes the full and complete understanding of the parties with respect to the Employee's employment as Executive Vice President and Provost and supersedes all prior understandings, either written or oral, between the University and the Employee regarding the subject matter. This Agreement may be amended only in writing and if signed by the University and the Employee, except for increases in pay or benefits, which may be accomplished without the necessity of written modification or amendment.

9.1 Governing Law and Dispute Resolution. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Illinois.

9.2 Severability. If any provision of this Agreement is judicially found to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, if necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid, mutually binding and enforceable.

9.3 No Waiver of Default. No waiver by either party of any default or breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or other covenant, term or condition contained herein.

9.4 University to Retain All Materials and Records. All materials or articles of information furnished to the Employee by the University or developed by the Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Employee's employment hereunder are and shall remain the sole confidential property of the University.

9.5 Tax Liability. The Employee shall be responsible for any income tax liability arising from the Employee's income under the terms and conditions of this Agreement.

9.6 Employer's Legal Immunities and Defenses. Nothing in this Agreement shall be construed to constitute a waiver or relinquishment by the University, the Board of Trustees, or the State or their respective officers, employees, or agents of their right to claim such exemptions, defenses, privileges and immunities from lawsuits as may be provided by State or federal law.

9.7 Notices. All notices, requests, demands, and other communications permitted or required by this Agreement will be in writing, and either delivered in person; sent by overnight delivery service providing receipt of delivery; or mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other party. Any notice sent by hand delivery or by overnight courier will be deemed to have been received on the date of such delivery. Any notice sent by mail will be deemed to have been received on the third business day after the notice will have been deposited in the mail. All such notices and communications, unless otherwise designated in writing, will be sent to:

To the Employee:	M Beth Fisher Ingram Last Known Home Address On File with University's Human Resource Services Department
To the University:	President Lisa C. Freeman Office of the President Northern Illinois University Altgeld Hall 300 DeKalb, IL 60115
With copy to:	Office of the General Counsel Northern Illinois University Altgeld Hall 330 DeKalb, IL 60115

9.8 Binding Effect. The obligations and duties of the Employee shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon and inure to the benefit of the Employee and the Employee's executors, administrators, heirs, successors, and permitted assigns, and upon the University and its successors and assigns.

9.9 Captions. The captions of this Agreement are for reference purposes only and have no legal force and effect.

9.10 Effectivity. This Agreement shall only become effective upon final action by the Board of Trustees as required by Board of Trustees and University Bylaws and Regulations.

9.11 Non-Appropriation of Funds. The University and the Employee acknowledge that the performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the legislature for the current and future periods.

9.12 Interpretation. The University and the Employee acknowledge that they have read and understand the provisions of this Agreement and that the terms and provisions of this Agreement shall be construed fairly as to both parties and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement in the spaces below.

BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY

By Lisa Freeman

Dr. Lisa C. Freeman
President

Date March 17, 2019

DR. M BETH FISHER INGRAM

By M Beth Fisher Ingram

Dr. M Beth Fisher Ingram
Executive Vice President and
Provost

Date 3/16/2019