

EMPLOYMENT AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY
AND
GEORGE MIDDLEMIST

This Employment Agreement (“Employment Agreement” or “Agreement”) shall be effective as of January 16, 2023 (“Effective Date”) between the Board of Trustees of Northern Illinois University (“University” or “NIU”) and George Middlemist (“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 George Middlemist as Vice President for Administration and Finance and Chief Financial Officer (“VPAF/CFO”) of the University on the terms and conditions hereinafter set forth; and

WHEREAS, the Employee desires to accept such appointment and employment as VPAF/CFO on the terms and conditions hereinafter set forth; and

WHEREAS, the Employee’s appointment as VPAF/CFO 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 the 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 George Middlemist as Vice President for Administration and Finance and Chief Financial Officer of Northern Illinois University, and George Middlemist agrees to be employed full-time by the University as the University’s Vice President for Administration and Finance and Chief Financial Officer.

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 VPAF/CFO. The VPAF/CFO 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 of the VPAF/CFO include, but are not limited to:

- (a) Leader of the Division of Administration and Finance, and steward of the Division's resources; and
- (b) Representative of the Division of Administration and Finance to the NIU community, including the Board of Trustees; and
- (c) Representative of the Division of Administration and Finance on the President's executive leadership team; and
- (d) Representative of the Division of Administration and Finance and the University to external stakeholders, e.g. alumni, donors, private sector partners, members of regional networks, and government officials.

Accordingly, the essential responsibilities and duties of the VPAF/CFO include, but are not limited to:

- (a) Providing leadership, management, and strategic direction for the Division of Administration and Finance; and
- (b) Working in partnership with the President and the Executive Vice President and Provost, members of the President's senior leadership team, and all academic and administrative officers of the University; and
- (c) Managing all facets of financial affairs in a fiscally responsible manner that reflects the President's guidance and the Executive Vice President and Provost's recommendations for allocation of resources in ways that will advance, support and enable the University's strategic priorities and sustain an academically responsive budget; and
- (d) Developing and implementing a transparent, iterative, multiyear financial planning and annual strategic budget formulation process that is responsive to presidential directives and considerate of feedback received from campus leaders and shared governance groups; and
- (e) Assisting the President, the Executive Vice President and Provost, and other administrators in gathering and analyzing data relevant to the fiscal operations of the University; and
- (f) Serving as the University's Chief Financial Officer, as Treasurer of the Board of Trustees of the University (contingent upon the approval of the Board of Trustees of such appointment), and as the university liaison to the Board of Trustees' Finance, Facilities and Operations Committee; and
- (g) Overseeing the preparation of annual appropriations requests to the State of Illinois and the Illinois Board of Higher Education, and overseeing the preparation of an internal university budget; and
- (h) Overseeing the external audit of the annual financial statements and other state and federal financial compliance audits; and
- (i) Working with the Vice President for Research and Innovation Partnerships to ensure adequate expertise and resources are available for execution of sponsored programs and innovative partnerships; and

- (j) Working with the President, Executive Vice President and Provost, and members of the University leadership team to plan and coordinate the use of university facilities and to support development of a campus master plan; and
- (k) Coordinating capital projects in a manner that respects the University's budget and planning processes, consults with university stakeholders, and complies with state and federal guidelines related to procurement and contracting; and
- (l) Being responsible for risk assessment and for securing adequate insurance for the University; and
- (m) Supporting and coordinating the efforts of managers responsible for the daily operations of finance, facilities and grounds operations; and
- (n) Providing personnel management for Division of Administration and Finance; and
- (o) Becoming involved in the greater DeKalb community through engagement with local leaders and community organizations; and
- (p) Working with marketing and communications to effectuate appropriate media and public relations as needed; and
- (q) Providing leadership for crisis and risk management; and
- (r) Assuring compliance with all applicable regulations and laws, including but not limited to professional accounting standards; and
- (s) Performing other duties as may be assigned or delegated by the University.

1.2 Reporting. The Employee agrees to perform the roles, responsibilities and duties of the VPAF/CFO 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 Evaluation. The President shall review and evaluate the Employee's performance in accordance with the University's Bylaws. The Employee shall further comply with additional reviews as required by the University.

1.4 Compliance. 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 as defined by the Clery Act and other applicable authority. The Employee further agrees to comply with the Illinois State Officials and Employees Ethics Act (5 ILCS 430/5-45) and its "Revolving Door" provisions, if applicable.

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

ARTICLE II - TERM

2.0 Initial Term. The term of this Agreement commences on the Effective Date and terminates on June 30, 2028 ("Term"), unless renewed, extended or sooner terminated as provided for in this Agreement.

2.1 Renewal or Extension. Either party may request a renewal of the Term by providing written notice of interest to renew not later than January 1, 2028. In the event the other party does not provide written notice of accepting such renewal, this Agreement shall automatically terminate as of June 30, 2028.

ARTICLE III - COMPENSATION

3.0 Annual Salary. The annual salary ("Annual Salary") for duties performed by the Employee shall be Three Hundred Ten Thousand Dollars (\$310,000.00). Annual Salary is 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 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 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.

3.2 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.

3.3 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 (not to be unreasonably withheld, delayed, or conditioned). All expenses shall be subject to audit by the University.

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, or assigned designee, 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). 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;
- (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 violation 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 VPAF/CFO or an anticipated absence of the Employee 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.

5.3 Termination by University without Good Cause. 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 following shall occur:

(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 Salary at the then-current rate plus applicable benefits in accordance with the Government Severance Pay Act.

(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 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.

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 facts are later discovered that would have sustained termination for Good Cause, the University has the right to seek reimbursement from the Employee for payments made by the University to the Employee for termination without Good Cause under this Article.

5.4 Resignation by Employee. The Employee may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to the University. The Employee's employment as VPAF/CFO 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 VPAF/CFO, 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 VPAF/CFO prior to the date set forth in the notice.

5.5 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.

5.6 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 VPAF/CFO 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. 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 VPAF/CFO 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 are 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, together with the offer letter dated October 28, 2022 (“Offer Letter”), constitutes the full and complete understanding of the parties with respect to the Employee’s employment as VPAF/CFO and supersedes all prior understandings, either written or oral, between the University and the Employee regarding the subject matter. To the extent there is a conflict between the terms in the Offer Letter and this Agreement, the terms in this Agreement shall govern. 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 Division Professional Development. The University shall provide the Division of Administration and Finance, to be used in Employee’s discretion, with an additional pool of funds not to exceed \$25,000.00 to be utilized during the first three years of the Term solely for the purposes of supporting professional development of employees within the Division of Administration and Finance. The aforementioned professional development budget shall be subject to available funding.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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:	George Middlemist Last Known Home Address On File with University's Human Resource Services Department
To the University:	President Northern Illinois University Altgeld Hall 215 DeKalb, IL 60115
With copy to:	Office of the General Counsel Northern Illinois University Altgeld Hall 330 DeKalb, IL 60115

9.9 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.

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

9.11 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.

9.12 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.

9.13 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_ [REDACTED]
Lisa C. Freeman
President

Date_____

GEORGE MIDDLEMIST

By_ [REDACTED]

Date_____