

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

Resolution No. 2021.06/28
Approval of Bonus
for President Dietz

Resolution

WHEREAS, the Board of Trustees of Illinois State University (the "Board") and Dr. Larry H. Dietz (the "President") entered into a Contract for Services on September 30, 2017 (the "Contract"), and

WHEREAS, the Board and the President entered into two amendments to the Contract which extended the term of the Contract to June 30, 2021, and

WHEREAS, paragraph 4A of the Contract provides that the Board of Trustees shall make a recommendation as to a performance bonus for President Dietz for FY2021 based upon certain criteria including President Dietz's annual performance review, and the Academic Senate survey results, and

WHEREAS, after review and consideration of such criteria, the Board of Trustees recommends that President Dietz receive a performance bonus for FY 2021 in the amount of \$_____.

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Trustees of Illinois State University approves a performance bonus for FY 2021 in the amount of \$_____ for Dr. Larry H. Dietz.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, June 19, 2021

Secretary/Chairperson

DATE: June 19, 2021
TO: President Larry H. Dietz
FROM: Julie Annette Jones, Chairperson
Board of Trustees of Illinois State University
RE: FY 2021 Performance Review

This memorandum shall serve as the FY 2021 Performance Review of President Larry Dietz. The Performance Review is a compilation of the 2021 performance evaluations received by the Board of Trustees from President Dietz's direct reports, member of the Academic Senate and the individual members of the Board of Trustees.

Conclusion: The Board of Trustees finds the President Dietz's overall performance in FY 2021 exceeded expectations and that he met and/or exceeded most of his FY 2021 goals.

The Trustees evaluated President Dietz on the following performance criteria:

1. Enroll, retain, and graduate diverse and academically motivated students that reflect the state's population.
2. Seek return to stable budget following pandemic impacts.
3. Work with the Board of Trustees to develop a Legislative Advocacy Plan and implement the plan in coordination with the Board, Director of Governmental Relations and key university officials.
4. Implement recommendations from communications audit.
5. Continue to review academic and co-curricular opportunities for students to provide academically challenging coursework and out-of-class experiences that prepare students for success.
6. Continue to foster an inclusive campus environment characterized by cultural understanding, ethical behavior, and social justice.
7. Attract and retain exceptional faculty and staff.
8. Continue to maintain campus facilities, construct new facilities as needed and as funds are available, and pursue real estate opportunities contiguous to campus and advantageous to the University.

9. Develop fundraising plan to follow the Redbirds Rising Campaign and continue to secure contributions to aid Illinois State.

The Trustees noted that President Dietz exceeded expectations on goals 1, 2, 4, 5, 7, 8 and 9 above. The Trustees saw was admirable progress on goal 6 and improvement was needed on goal 3.

President Dietz received high marks in Fiscal Management. Under his direction, his team explored alternative business models and support structures amid increased budget challenges. During a period of much financial uncertainty, President Dietz was still able to secure many substantial donations to the University. Additionally, his team sought grants and other outside funding to offset COVID-19 expenses.

President Dietz hired a new Director of Athletics and a Director of Equal Opportunity and Access demonstrating his efforts to continue to attract exceptional faculty and staff to the University.

President Dietz received the most strong, positive feedback in Personal and Professional Attributes. He projects a professional demeanor, provides leadership within the community, and serves as a role model for staff and others.

The Trustees thank Dr. Dietz for his commitment, dedication and steady leadership during his tenure serving as President of Illinois State University. We wish him well during his retirement.

**ILLINOIS STATE
UNIVERSITY**

**BOARD OF
TRUSTEES**

Resolution No. 2021.06/29
Approval of Contract
for Terri Goss Kinzy, Ph.D.

Resolution

WHEREAS, the Board of Trustees of Illinois State University has the authority to appoint and employ the President of Illinois State University; and

WHEREAS, a formal national search process for the selection of a new President of Illinois State University was completed by the Board of Trustees of Illinois State University (the "Board") and the Search Committee; and

WHEREAS, upon the completion of the search process the Board determined that the appointment of Terri Goss Kinzy, Ph.D. as President would best serve Illinois State University; and

WHEREAS, on May 14, 2021, the Board appointed Terri Goss Kinzy, Ph.D. as the 20th President of Illinois State University at an annual salary of \$375,000.00, effective July 1, 2021, together with certain other benefits to be set forth in a contract of employment negotiated by the Board:

NOW THEREFORE, BE IT RESOLVED THAT, the Board approves the Employment Agreement by and between the Board of Trustees of Illinois State University and Terri Goss Kinzy, Ph.D., which is attached hereto and incorporated herein as Exhibit A, and authorizes the Chairman of the Board and the Secretary of the Board to execute the Employment Agreement in the name of, and on behalf of, the Board of Trustees of Illinois State University.

Board Action on: _____
Motion by: _____
Second by: _____
Vote: Yeas: _____ Nays: _____

Postpone: _____
Amend: _____
Disapprove: _____
Approve: _____

ATTEST: Board Action, June 19, 2021

Secretary/Chairperson

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by the Board of Trustees of Illinois State University (the “Board”) and Terri Goss Kinzy Ph.D. (the “President”) and shall be effective as of July 1, 2021 (the “Effective Date”). The Board and President may hereinafter be individually referred to as a “party” or collectively referred to as “parties.”

RECITALS

WHEREAS, the Board has the authority to appoint and employ the president of Illinois State University (“University”); and

WHEREAS, the Board desires to appoint and employ Terri Goss Kinzy Ph.D. as president of the University on the terms and conditions hereinafter set forth; and

WHEREAS, Terri Goss Kinzy Ph.D. desires to accept such appointment and employment as president of the University on the terms and conditions set forth herein; and

WHEREAS, the appointment of Terri Goss Kinzy Ph.D. as president of the University was approved by the Board on May 14, 2021; and

WHEREAS, the Board and the President 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 Board and President agree as follows:

ARTICLE I – APPOINTMENT

1.0 **Position.** The Board appoints and employs Terri Goss Kinzy Ph.D. as president of the University, and the President agrees to be employed full-time by the Board as the president of the University on the terms and conditions set forth in this Agreement.

1.1 **Duties and Responsibilities.** The President shall effectively and satisfactorily perform all of the duties and acts that are usual and necessary in carrying out the roles, responsibilities and authority of the president of the University. The President shall perform all duties and acts subject to and in compliance with federal and State of Illinois (“State”) laws, regulations and rules, the Governing Document of the Board, the University Constitution, University policy and procedures, and such other applicable governing documents and policies as may be applicable to the President and the Office of the President of the University and the authority of the Board.

The responsibilities and duties of the President include, but are not limited to:

- (a) Serving as chief executive officer of the University;
- (b) Providing general institutional and educational leadership, while fostering an

environment of accountability and transparency;

- (c) Providing oversight of the management, operation, and administration of the University;
- (d) Making recommendations concerning the long-range objectives of the University;
- (e) Developing budgets and providing budgetary oversight;
- (f) Advocating for the University and higher education;
- (g) Appointing, supervising, evaluating and terminating executive and senior staff;
- (h) Promoting a culture of diversity, equity and inclusion;
- (i) Fostering a commitment to the principles of shared governance;
- (j) Serving, under the general direction of the Board, as the primary representative of the University for external bodies and constituencies;
- (k) Defining and implementing the necessary steps to strengthen the University's recruitment and enrollment efforts;
- (l) Supporting fundraising, development, and alumni relations;
- (m) Developing and maintaining relationships with local, State and federal government officials; and
- (n) Performing such other duties as may be assigned or delegated by the Board.

1.2 **Reporting.** The President agrees to perform the roles, responsibilities and duties of the President under the supervision and direction of the Board. The President shall (a) report to the Board all matters required by Governing Document of the Board, the University Constitution, University policy and procedures, and all applicable federal and State laws, rules, and regulations; (b) advise the Board of all matters not specifically required by (a) but which as a matter of sound management practice, should be brought to the Board's attention, including, but not limited to, those matters (i) with significant financial implications; and (ii) that are of substantial public interest, have significant ethical considerations, and/or are of a highly sensitive nature. The President shall provide such other reports and information as requested by the Board or as otherwise required by law or other applicable authorities.

1.3 **Goal-Setting Process and Evaluation.**

- (a) **Goal-Setting Process.** On or before October 1, 2021, April 1, 2022, April 1, 2023 and April 1, 2024, the President shall present to the Board a set of annual goals and objectives for the period December 1, 2021 through June 30, 2022, July 1, 2022 through

June 30, 2023, July 1, 2023 through June 30, 2023, and July 1, 2023 through June 30, 2023, respectively (each individually, an “evaluation period”). The Board and the President shall review and discuss the President’s annual goals and objectives for each such period, and the Board shall approve the President’s annual goals and objectives prior to December 1, 2021, and June 1 of each subsequent year during the term of this Agreement.

(b) **Evaluation.** The Board shall evaluate the President for each evaluation period (the President’s “annual performance review”) during the term of this Agreement as provided in the Governing Document of the Board. The Board’s evaluation of the President shall include but not be limited to, the results of the survey of the President’s performance conducted by the Academic Senate, the evaluations provided by the President’s direct reports, the evaluation of the individual members of the Board which shall be based in part upon the President’s achievement of her annual goals and objectives, and such other criteria as the Board may deem appropriate.

1.4 **Compliance.** The President agrees to comply with all applicable federal and State laws, rules, and regulations including but not limited to, Title IX of the Education Amendments of 1972, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, and the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 et seq.

ARTICLE II – TERM

2.0 **Initial Term.** The term of this Agreement commences on the Effective Date and terminates on June 30, 2025 (the “term of this Agreement”), unless renewed, extended or sooner terminated as provided for in this Agreement. The term of this Agreement may not exceed four (4) years pursuant to Section 20-190 of the Illinois State University Law, 110 ILCS 675/1 et seq. (the “Illinois State University Law”).

2.1 **Renewal or Extension.** Six (6) months prior to June 30, 2025, the President shall notify the Board Chair in writing if the President does or does not intend to seek a renewal of this Agreement. Six (6) months prior to June 30, 2025, the Board Chair shall notify the President in writing if the Board does or does not intend to renew or extend this Agreement. Any renewal or extension of this Agreement shall be in accordance with Section 20-190 of the Illinois State University Law. In the event the Board does not elect to renew or extend this Agreement, or the President does not accept any renewal or extension offer by the Board, then this Agreement shall automatically terminate as of June 30, 2025 with no further action by the Board or the President.

ARTICLE III – CONSIDERATION

3.0 **Annual Salary.** The annual salary for duties performed by the President during the term of this Agreement shall be Three Hundred Seventy Five Thousand Dollars (\$375,000.00) subject to federal and State tax withholding, and payable in accordance with the University’s payroll policies and regulations. Any increase to the President’s annual salary shall be in the sole discretion of the Board. Pursuant to Section 20-190 and Section 20-195 of the Illinois State

University Law, the Board is required to consider the President's annual performance evaluation prior to any increase in the President's annual salary.

3.1 Contributions on behalf of President. During each fiscal year during the term of this Agreement, the University shall make one contribution of \$19,500.00, on behalf of the President to the University 403(b) Option plan, and one contribution of \$19,500.00 on behalf of the President to the State University Retirement System ("SURS") 457 plan. The President will be required to complete the enrollment and funding option elections necessary to facilitate the processing of these contribution. The President may, at her election, contribute additional amounts to these plans subject to Internal Revenue Service and University limitations.

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

3.3 Business and Travel Expenses. The University shall reimburse the President for all reasonable University-related business and travel expenses in accordance with State law and University policy and procedures, as existing or hereafter promulgated. When the President's spouse or partner's attendance at events is of benefit to the University, the University shall reimburse the President for all reasonable University-related business and travel expenses incurred by the President's spouse or partner, in accordance with State law and University policy and procedures, as existing or hereafter promulgated. The President 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 President shall maintain and furnish to the University a reasonable accounting and receipts for reimbursable expenses provided for in this Agreement in detail consistent with State law and University policy and procedures. All expenses shall be subject to audit, and review by the Board.

3.5 Faculty Appointment. The parties acknowledge and agree that, pursuant to applicable University policy and procedures, the President will be awarded upon commencement of her position as president a tenured appointment at the rank of Professor in the College of Arts and Sciences, School of Biological Sciences. During her term as president, the President shall maintain her faculty appointment and rank, but will not receive any additional compensation in consideration of her faculty appointment. It is further agreed that the termination of this Agreement pursuant to Section 2.1, termination of this Agreement by the Board without Good Cause (as defined in Section 5.3), or resignation by the President of her presidential appointment, shall not impact the President's tenured appointment at the rank of Professor, subject to University policy and procedures applicable to tenured faculty members. The President's return to active faculty service under the provisions of this Agreement are further set forth in Section 5.5 below.

3.6 Moving Expenses. The University shall pay for the President's reasonable expenses incurred to move the President, the President's immediate family and their personal property, into the Residence (as defined in Section 3.7) in an amount not to exceed Twenty Thousand Dollars (\$20,000.00). The President shall provide the University with appropriate documentation related to her moving expenses and any such reimbursement by the University shall be in accordance with University and State policy and procedures.

3.7 Housing. As a condition of her appointment and continued employment as president of the University during term of this Agreement, the President agrees to live in and use, with her immediate family only, the officially designated President's residence located on property owned by the University (the "Residence"). The President shall be responsible for furnishing the second floor of the Residence. The University will furnish the remainder of the Residence, and will furnish and maintain an office for use by the President in the Residence. The University shall provide insurance coverage for the Residence and its contents and shall reimburse the President for any income taxes assessed upon the President as a result of the requirement that the President live in the Residence during the term of this Agreement. The maintenance and upkeep of the Residence and grounds, including housekeeping services for the public areas, shall be borne by the University. The President shall be responsible for the President's personal expenditures, such as personal food and incidentals. The Residence shall be available and will be used for University-related business and entertainment on a regular and continuing basis. The President shall vacate the President's Residence upon the effective date of termination of the President's employment as president of the University.

3.8 Automobile. The University shall provide the President with a full-size automobile and shall pay all operating expenses for such automobile including but not limited to insurance, repairs, maintenance and fuel, during the term of this Agreement.

3.9 Membership. The Board consents and the President acknowledges and agrees that the Illinois State University Foundation (the "Foundation") may reimburse the President for a membership and for the monthly dues paid by the President for the President's membership in The Bloomington Country Club of Bloomington, Illinois during the term of this Agreement. The Board consents and the President acknowledges and agrees that the Foundation may reimburse the President for monthly expenses incurred by the President at The Bloomington Country Club, to the extent that the expenses are incurred by the President at The Bloomington Country Club and such expenses are directly related to her duties and responsibilities at the University.

ARTICLE IV – CONDUCT

During the term of this Agreement, the President agrees to devote her entire professional time and effort to the management of the affairs of the University and shall conduct herself with the highest personal and professional standards in conformance with the Governing Document of the Board, the University Constitution, University policy and procedures, such other applicable governing documents and policies as may be adopted by the Board, and all applicable State and federal laws, rules, and regulations including but not limited to the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 et seq.

ARTICLE V – TERMINATION

5.0 Events of Termination. Any final actions by the Board to terminate this Agreement shall comply with the provisions of Section 20-190 of the Illinois State University Law, and the provisions of the Government Severance Pay Act, 5 ILCS 415/1 et seq. (the “Government Severance Pay Act”).

5.1 Termination by Board for Good Cause. The Board has the right to terminate the President for “Good Cause” by delivering to the President a written notice of the Board’s intent to terminate this Agreement for Good Cause, which notice shall be effective upon delivery of such notice from the Board to the President, or at such later time as such notice may specify. In the event the President is terminated by the Board at any time for Good Cause, the President 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 or accrued 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:

- (a) Violation of any material provision of this Agreement;
- (b) A deliberate or serious violation of any local, State or federal law, rule, or regulation, the Governing Document of the Board, the University Constitution, University policy and procedures, and any other governing document or policy that may be applicable to the president of the University, which violation may, in the sole judgment of the Board, reflect unfavorably upon the Board or the University in any material respect;
- (c) Material insubordination;
- (d) the President’s conviction or plea of *nolo contendere* to a misdemeanor involving financial impropriety, fraud, intentional dishonesty, moral turpitude or discrimination 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 President that constitutes financial impropriety, fraud, moral turpitude or discrimination or harassment;
- (e) Participation in an act of dishonesty, which act is materially harmful to the University;
- (f) Misconduct (as defined in Section 5 of the Government Severance Pay Act), or willful neglect in the performance of the President’s duties that harms the University;
- (g) Failure of the President to promptly report to the Board and/or the University Office of Equal Opportunity, Ethics, and Access, if the President knows (or would have known in the exercise of reasonable due diligence) of a material violation of any local, State, or federal law, rule or regulation, the

Governing Document of the Board, the University Constitution, or University policy and procedures;

(h) Failure of the President to disclose material information to the Board concerning the University, and such failure results in material harm to the University, or falsification or intentional misrepresentation of material information concerning the University;

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

(h) As otherwise defined by law.

The standard for termination for Good Cause shall be as defined in this Article 5. If the Board wishes to terminate this Agreement for Good Cause, the Board will give the President not less than ten (10) days written notice of the cause for termination and the date and time of the meeting at which the Board will consider termination of the President's employment. The President is entitled to appear at that meeting and to respond in person or in writing (as she may choose). The President may bring an advisor to the meeting whose role shall be to advise the President and not to address the Board.

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

5.2 Termination Due to Inability to Perform Presidential Functions. This Agreement shall terminate automatically if the President is unable to discharge the duties and responsibilities of the office of President. Circumstances under which automatic termination may occur include, but are not limited to:

(a) Incapacity, as determined by the President or a 3/4th vote of the Board;

(b) Incapacity, as certified by an appropriate medical provider or judicially declared by a court of competent jurisdiction; or

(c) death.

"Incapacity" shall mean the President is unable to receive and evaluate, make or communicate, or understand the nature and effects of decisions to such an extent that the President lacks the ability to perform her duties as president of the University and meet the essential elements of this Agreement. In the event of any termination of this Agreement under this Section 5.2, the

University shall be obligated to compensate the President or the President's estate in accordance with this Agreement for services performed prior to the termination date (including any amounts which were earned or which accrued as of said date) and, in the event of incapacity or death, the President or the President's estate shall be entitled to those benefits, if any, that are payable under any University group insurance or benefit plan in which the President is enrolled.

If the President is terminated from service as president of the University due to Incapacity, she shall not automatically be entitled to return to the faculty; provided, however, that the Board shall determine whether the President is able to perform the essential functions of her faculty position with or without accommodations and, if so, the President shall have the right to return to the faculty. The President agrees to provide documentation from an appropriate medical provider to the Board to determine whether the President can return to the faculty under this Article.

5.3 Termination by Board Without Good Cause. The Board may terminate this Agreement without Good Cause by delivering to the President written notice of the Board's intent to terminate this Agreement without Good Cause, which notice shall be effective upon the Board sending notice to the President or at such later time as such notice may specify. If the Board terminates the President's appointment without Good Cause, then the President may have elect from the following:

(a) If termination occurs with twenty (20) weeks or more remaining until the expiration of the term of this Agreement, the University shall pay the President an amount not to exceed twenty (20) weeks of her annual salary at the then current rate in accordance with the Government Severance Pay Act, unless the President chooses to return to the faculty, as provided in Section 5.5 below.

(b) If termination occurs with less than twenty (20) weeks remaining until the expiration of the Term of this Agreement, the University shall pay the President a pro-rata amount of her annual salary equal to the number of weeks remaining in the Term (not to exceed twenty (20) weeks) at the then current rate in accordance with the Government Severance Pay Act, unless the President chooses to return to the faculty, as provided in Section 5.5 below.

Pursuant to Section 20-195 of the Illinois State University Law, prior to entering into any severance agreement with the President upon termination of this Agreement without Good Cause, the Board shall consider the President's most recent annual performance review. Payments to the President under this Section 5.3 shall be considered liquidated damages, in lieu of all other damages, and the parties agree that acceptance thereof by the President shall constitute adequate and reasonable compensation to the President for all damages and injury suffered by the President because of said termination by the Board. Acceptance of such payments shall constitute a waiver of any and all other damages or penalties against the Board, the University, and its trustees, officers, agents and employees and the President shall execute a document so acknowledging, as a condition to receipt of such payments.

In the event the President separates from the presidency under this Section 5.3, except as otherwise agreed between the Board and President, subject to University rules and regulations applicable to tenured faculty members, the President shall be entitled to return to the faculty pursuant to the provisions set forth in Sections 3.5 and 5.5 of this Agreement.

5.4 Resignation by President. The President may terminate this Agreement at any time upon not less than six (6) months prior to written notice to the Board. The President's employment as president of the University shall cease on the effective date of the President's resignation. Neither party shall have any further rights or obligations hereunder with respect to the President's employment as president, except to any salary or benefits the President accrued or earned before the effective date of the President's resignation. Following receipt of the President's notice to terminate under this Section 5.4, the Board may decide to terminate the President's appointment as President prior to the date set forth in the notice. The termination of this Agreement because of the President's resignation shall not end her tenured faculty appointment and subject to University policy and procedures 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 Return to Faculty Following Termination of this Agreement. Upon the expiration of the term of this Agreement, or upon termination of this Agreement other than as set forth in Sections 5.1 and 5.2 above, the President will be entitled to return to her tenured faculty appointment in the College of Arts and Sciences, Department of Biological Sciences, subject to University policy and procedures applicable to tenured faculty members. Should the President choose to return to the faculty, upon assuming the tenured academic appointment, the Board agrees that the President's annual salary shall be not less than the salary of the highest paid professor of any title at the University. Upon resumption of her faculty appointment pursuant to the terms of this Agreement, the President's employment on the University's faculty shall be governed by the University Constitution and the University's policy and procedures for tenure and not by this Agreement.

5.6 Limitation of Damages for Termination. In the event of a termination by the Board, with or without Good Cause, damages which may be assessed against the Board (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 acknowledgment that any damages whatsoever are available in the event the termination is with or without Good Cause. In no case shall the Board be liable for the loss of any collateral business opportunities or any other benefits of income that may ensue as a result of the Board's termination of this Agreement.

ARTICLE VI – REPRESENTATION AND WARRANTY

The President represents and warrants to the Board that prior to the Effective Date of this Agreement, the President has not engaged in any act or omission which would prevent the President from assuming the duties of this Agreement. A breach of this representation and warranty constitutes a material breach of this Agreement.

ARTICLE VII – MISCELLANEOUS

7.0 Entire Agreement. This Agreement constitutes the full and complete understanding of the parties with respect to the President's employment as President and supersedes all prior understandings, either written or oral, between the Board and the President regarding the subject matter. This Agreement may be amended only in writing and if signed by the Board and the President.

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

7.2 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.

7.3 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 therein.

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

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

7.6 Employer's Legal Immunities and Defenses. It is expressly understood between the parties that the University is an instrumentality of the State of Illinois. Nothing in this Agreement shall be construed to constitute a waiver or relinquishment by the University, the Board, 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.

7.7 FOIA. The parties understand and agree that this Agreement, and any subsequent agreement arising from this Agreement are subject to disclosure pursuant to a proper request under the Illinois Freedom of Information Act, 5 ILCS 140 et seq.

7.8 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 deliver 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 President: Terri Goss Kinzy Ph.D.

To the University: Board of Trustees
Illinois State University
Hovey Hall
Normal, Illinois

7.9 Binding Effect. The obligations and duties of the President 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 President and the President's executors, administrators, heirs, successors, and permitted assigns, and upon the board and its successors and assigns.

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

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

7.12 Interpretation. The Board and the President 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.

7.13 Nondiscrimination. In compliance with the State and federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the University does not unlawfully discriminate in employment, contract, or any other activity.

7.14. Counterparts. This Agreement may be executed in counterparts and which taken together shall constitute a single agreement.

(The next page is the signature page.)

BOARD OF TRUSTEES OF
ILLINOIS STATE UNIVERSITY

BY: _____
Julie Annette Jones, Chair of the
Board of Trustees of
Illinois State University

Terri Goss Kinzy Ph.D., President

Date: _____

Date: _____

ATTEST:

BY: _____
May Ann Louderback, Secretary of the
Board of Trustees of Illinois State University