

## Agenda Item

March 18, 2024

### APPOINTMENT OF THE 21<sup>st</sup> PRESIDENT OF ILLINOIS STATE UNIVERSITY AND APPROVAL OF THE PRESIDENTIAL EMPLOYMENT AGREEMENT.

Summary: Pursuant to the Illinois State University Law, the Board of Trustees of Illinois State University shall have the power, and it shall be its duty, to employ a President of Illinois State University.

On February 17, 2023, the university had a transition in the presidency and Dr. Aondover Tarhule was appointed as the interim president for the university. The Board of Trustees opted to launch an open national search and formed a Presidential Search Committee, which was charged with preparing a Presidential Profile and presenting to the Board of Trustees five qualified candidates for consideration. The results of the work of the Presidential Search Committee were presented to the Board of Trustees and on-campus interviews were conducted of four finalist candidates after one candidate withdrew for personal reasons.

After consideration of the work performed by the Presidential Search Committee, evaluation of the finalist candidates, and the feedback received from faculty, staff, students and other members of the university community, the Board of Trustees reached a consensus to pursue Dr. Tarhule as the next permanent president of the university and authorized the commencement of contract negotiations between the parties over the terms and conditions of such an appointment.

At the Special Meeting of the Board of Trustees to be held on Monday, March 18, 2024, it is anticipated that the Board will vote to appoint Dr. Aondover Tarhule as the twenty-first president of Illinois State University as set forth in the draft Resolution attached as Exhibit A. In addition, it is anticipated that the Board will review and approve the terms and conditions of an employment agreement for the president of Illinois State University. Pursuant to Section 30-195 of the Illinois State University Law, the university is required, along with appropriate Public Notice of the meeting under the Illinois Open Meetings Act, to post, at minimum, a description of the proposed principal financial components of the president's appointment, which follows:

1. For the presidential appointment, a base salary of \$450,000.00 is proposed.

2. The Board will consider retirement contributions in the form of \$25,000.00 to the SURS 403(b) Plan and \$25,000.00 to the SURS 457 Plan for each fiscal year completed as president.
3. For the presidential appointment, a contract term of 4 years is proposed.
4. For the presidential appointment, the President will be required to reside in the University Residence.
5. The Board will consider a reasonable moving expense allowance of \$20,000.00.
6. For the presidential appointment, it is proposed that the President be provided with the use of a full-sized automobile.
7. Any severance payments under the presidential employment agreement will comply with the Illinois Government Severance Pay Act.

A copy of the complete proposed presidential employment agreement is attached to this Board item as Exhibit B. The Board will take up the matter of the appointment of the twenty-first president of Illinois State University, as well as the presidential employment contract for this appointment, with the above proposed principal financial components at its Special Meeting on March 18, 2024.

**ILLINOIS STATE  
UNIVERSITY**

**BOARD OF  
TRUSTEES**

**Resolution No. 2024.03/18  
Appointment of Twenty-First  
President of Illinois State  
University and Approval of  
the Presidential Employment  
Agreement**

**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 national open search for the 21<sup>st</sup> president of the University was commenced in 2023; and

WHEREAS, a 29-member search committee was charged with identifying and recommending several highly qualified candidates for the position and succeeded in this charge; and

WHEREAS, upon completion of the search process the Board of Trustees has determined that the appointment of Dr. Aondover Tarhule as president will best serve Illinois State University; and

WHEREAS, Dr. Aondover Tarhule holds the requisite qualifications, characteristics, and skills desired in the next president of Illinois State University; and

WHEREAS, a description of the proposed financial components of the president's appointment are as described in Exhibit A and as fully set forth in the Presidential Employment Agreement;

BE IT THEREFORE RESOLVED, that the Board of Trustees of Illinois State University hereby appoints Dr. Aondover Tarhule as the 21<sup>st</sup> President of Illinois State University, effective March 18, 2024; and

BE IT FURTHER RESOLVED, that the Chair of the Board of Trustees is authorized to execute such documents and agreements as may be necessary or appropriate to implement this resolution.

Board Action on:	_____	Postpone:	_____
Motion by:	_____	Amend:	_____
Second by:	_____	Disapprove:	_____
Vote:	Yeas: _____ Nays: _____	Approve:	_____

ATTEST: Board Action, March 18, 2024

Secretary / Chairperson

**EXHIBIT A**

1. For the presidential appointment, a base salary of \$450,000.00 is proposed.
2. The Board will consider retirement contributions in the form of \$25,000.00 to the SURS 403(b) Plan and \$25,000.00 to the SURS 457 Plan for each fiscal year completed as president.
3. For the presidential appointment, a contract term of 4 years is proposed.
4. For the presidential appointment, the President will be required to reside in the University Residence.
5. The Board will consider a reasonable moving expense allowance of \$20,000.00.
6. For the presidential appointment, it is proposed that the President be provided with the use of a full-sized automobile.
7. Any severance payments under the presidential employment agreement will comply with the Illinois Government Severance Pay Act.

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by the Board of Trustees of Illinois State University (the “Board”) and Dr. Aondover Tarhule (the “President”) and shall be effective as of March 18, 2024 (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”);

WHEREAS, the Board desires to appoint and employ Dr. Aondover Tarhule as president of the University on the terms and conditions hereinafter set forth; and

WHEREAS, Dr. Aondover Tarhule 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 Dr. Aondover Tarhule as president of the University was approved by the Board on March 18, 2024; 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 Dr. Aondover Tarhule as president of the University, and Dr. Aondover Tarhule agrees to be employed full-time by the Board as 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, all of which shall be 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, the Office of the President of the University, and the authority of the Board.

During the term of this Agreement, the responsibilities and duties of the President shall include, at a minimum, the following:

- (a) Serving as the chief executive officer of the University, overseeing the academic, administrative, and fiscal matters of the University, and performing all reasonable duties, tasks, and activities as may be required by the Board, all of which shall be performed with integrity and consistent with the mission of the University;
- (b) Providing effective institutional leadership while fostering an environment of collegiality, accountability, and transparency;
- (c) Exercising effective and constructive oversight and supervision of the President's direct reports and the University's senior leadership team ("Cabinet"), including appointing qualified and effective staff, and conducting regular performance evaluations;
- (d) Developing informed and strategic plans to meet the long-range objectives of the University;
- (e) Developing and maintaining sound practices associated with the oversight and management of the University budgets;
- (f) Determining and implementing the necessary steps to strengthen University recruitment, enrollment, and student success efforts;
- (g) Effectively supporting University advancement, fundraising, and donor and alumni relations;
- (h) Developing and maintaining positive relationships with local, state, and federal government officials while advocating for the University and for higher education, generally;
- (i) Promoting a University culture of equity, diversity, and inclusion;
- (j) Fostering a commitment to the principles of shared governance;
- (k) Developing and maintaining positive relationships between the University and the community in which it is located;
- (l) Representing the University in a positive manner with news media; and
- (m) Performing such other duties as may be assigned or delegated by the Board.

1.2 Promoting University's Mission and Values. During the term of this Agreement, the President shall:

- (a) Devote his entire professional time and effort to the leadership and management of the affairs of the University.

- (b) Conduct himself 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.*
- (c) As the highly visible chief representative of the University whose words and actions reflect upon the University, conduct himself at all times in a manner that will advance and not detract from the integrity, credibility, and reputation of the University.
- (o) Treat all University employees, students, donors, and community partners with dignity and respect and effectively represent the University's mission, values, and the high standards of integrity commonly expected of the President as the chief representative of the University.

1.3 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 (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; (ii) that are of substantial public interest; (iii) that have significant ethical considerations; or (iv) that 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.

1.4 Compliance. The President agrees to comply with all applicable laws, statutes, regulations, rulings, rules or enactments and university policies and practices that are applicable to the services described in this Agreement 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, the Family Education Records Privacy Act, and the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*

1.5 Goal-Setting Process and Evaluation.

(a) Goal-Setting Process. On or before April 30 of each year of the term of this Agreement, the President shall present to the Board his annual goals and objectives for the upcoming fiscal year (July 1-June 30). The Board and the President shall review and discuss the proposed goals and objectives prior to finalizing for Board approval.

(b) Evaluation. On or before August 31 of each year of the term of this Agreement, the President shall initiate the evaluation process for the period that ended on June 30 of that year ("Evaluation Period") by submitting to the Board a self-appraisal of his performance during the Evaluation Period. This self-appraisal shall address the President's performance related to each

of the goals and objectives established for the respective Evaluation Period. Following submission of the President's self-appraisal, 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 and in compliance with the Illinois State University Law, 110 ILCS 675/20-195. 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 the mutually agreed upon specified goals and objectives, and such other criteria as the Board may deem appropriate.

1.6 Executive Coach. The Board shall select and pay the cost of an Executive Coach who shall provide the President with executive coaching relevant to his job and duties as set forth herein, provided, however, that all executive coaching must occur within the first six (6) months of this Agreement.

## **ARTICLE II – TERM**

2.0 Initial Term. The term of this Agreement commences on the Effective Date and terminates on March 17, 2028 (the "Term), 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.*

2.1 Renewal or Extension. Six (6) months prior to March 17, 2028, 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 March 17, 2028, 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, 110 ILCS 675/1 *et seq.* 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 lapse as of March 17, 2028, with no further action by the Board or the President. A lapse of this Agreement under this Article 2.1 does not constitute termination by the Board or 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 Four Hundred Fifty Thousand Dollars (\$450,000.00) and subject to federal and state tax withholding, and payable monthly 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 the term of this Agreement, the University shall make contributions on behalf of the President in the amount of \$2,083.30 per month to the University 403(b) Option plan of his election and in the amount of \$2,083.30 per month to the State University Retirement System (“SURS”) 457 plan. The contributions provided for herein shall be prorated and contributed on a pro-rata basis for each month or partial month worked during the Term. The President is required to complete and/or adjust existing enrollment and funding option elections as necessary to facilitate the processing of these contributions without exceeding Internal Revenue Service limitations. The President may, at his 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 an event is an integral part of the University’s business purpose, 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 retain a tenured appointment at the rank of Professor in the Department of Geology, Geography, and the Environment but will receive no additional compensation in consideration of his/her faculty appointment during his term as President. It is further agreed that the termination of this Agreement by the Board pursuant to Section 2.1, termination of this Agreement by the Board without Good Cause (as defined in Section 4.1), or resignation by the President, 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 is further set forth in Section 4.5 below.

3.6 Moving Expenses. The University shall provide a relocation stipend of Twenty Thousand Dollars (\$20,000.00) to 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). If the President leaves this position prior to one year from the agreement start date, the President is expected to repay any and all moving expense reimbursement. All moving expense reimbursements are reportable and subject to applicable income and employment taxes.

3.7 Housing. As a condition of his appointment and continued employment as president of the University during the term of this Agreement, the President agrees to live in and use, with his 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 shall 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. Any taxable benefit incurred as a result of living in the Residence will be considered supplemental income and associated taxes are to be paid by the University via 'grossing up' the payment using the supplemental income rates. 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 are directly related to his/her University duties and responsibilities.

3.10 Legal Consultant. The University shall reimburse the President up to \$2,000.00 to offset costs and expenses of any legal advisor assisting the President in reviewing, drafting, and negotiating this Agreement. The University shall reimburse these costs and expenses within thirty (30) days of the President's submission of substantiating documentation for costs and expenses to the Board Chair with privileged and confidential information redacted therefrom.

3.11 Tax Liability. President, acknowledges and agrees that some benefits provided via the terms of this Agreement may constitute taxable income, and President agrees he is responsible for payment of all appropriate taxes on such income. President understands and agrees that the University will withhold taxes, in accordance with federal and state regulations, based on the value of the benefits described in the terms of the contract, and based on the value of any other

benefits or compensation provided by the University or University Advancement and not otherwise listed herein.

#### **ARTICLE IV – TERMINATION**

4.0 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”).

4.1 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 shall cease to be entitled to the payment of salary, benefits, damages, or severance pay upon 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 including those provisions contained in Article 1 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 as determined in the sole good faith discretion of the Board;
- (d) the President’s conviction or plea of *nolo contendere* to a misdemeanor involving financial impropriety, fraud, intentional dishonesty, moral turpitude, 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, discrimination, or harassment;
- (e) Dishonesty or other conduct that falls below the minimum standards of professional integrity expected of the president of a major university and is materially harmful to the University as determined by the Board in its sole good faith discretion;

- (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 reflects unfavorably upon or otherwise harms the University;
- (g) Failure of the President to promptly report to the Board, the University Ethics Officer, and/or the University Office of Equal Opportunity 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
- (j) As otherwise defined by law.

The standard for termination for Good Cause shall be as defined in this Section 4. If the Board wishes to terminate this Agreement for Good Cause, the President shall be given written notice of the alleged grounds for termination as provided for in this Section 4 and shall have five (5) calendar days from the date of the notice to provide the Secretary of the Board with written notice of a request for a meeting. If no written notice of a request for a meeting is received, the termination shall become final subject to a vote taken in accordance with the Illinois Open Meetings Act.

If requested, the meeting shall take place in executive session, as permitted by the Illinois Open Meetings Act, within a reasonable time and shall consist of an explanation of the Board's position and an opportunity for the President to present his response. The Board may also request that the President provide a written response. The President may have an advisor present, but the advisor may not participate in activity in the meeting without permission being granted by the Board.

The Board shall have no obligation to use progressive discipline regarding the President's employment. 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 have accrued as of the date of termination but remain unpaid or that are otherwise required by law.

4.2 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 shall, within 72 hours of notice of termination without Good Cause, elect between the following:

- (a) Severance Agreement that consists of payment of a pro-rata amount of his annual salary equal to twenty (20) weeks at the then current rate in accordance with the Government Severance Pay Act, or a pro-rata amount of his annual salary at the then current rate equal to the number of weeks remaining in the Term, whichever is less;

OR

- (b) Return to the faculty pursuant to the provisions set forth in Sections 3.5 and 4.5 of this Agreement, in which case no payment shall be made.

Failure to indicate an election between Section 4.2(a) and 4.2(b) within the allotted time shall be deemed an election to receive payment as described above in Section 4.2(a).

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 4.2 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 any 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 of such payments.

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

- (a) Incapacity, as determined by the President or a 3/4<sup>th</sup> 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 his 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 4.3, 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, he shall only be entitled to return to the faculty upon conclusion by the Board, in consultation with the University ADA Coordinator, that he is able to perform the essential functions of his faculty position with or without accommodations and, if so, the President shall have the right to do so. The President agrees to provide documentation from an appropriate medical provider to the University ADA Coordinator for review when determining whether he is otherwise qualified to return to the faculty under this Article.

4.4 Resignation by President. Except as otherwise agreed to by the President and the Board, the President may terminate this Agreement at any time upon not less than six (6) months prior to written notice to the Board and employment in that role shall cease on the effective date of the 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 resignation. The termination of this Agreement because of the President's resignation shall not end his tenured faculty appointment. Subject to University policy and procedures applicable to tenured faculty members, he shall be entitled to resume these positions as set forth in Articles 3.5, and 4.5 of this Agreement.

4.5 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 Section 4.1, the President will be entitled to return to his tenured faculty appointment subject to University policy and procedures applicable to tenured faculty members, unless he has elected to receive payment under Section 4.2(a) upon termination Without Good Cause, or has been determined to be no longer Otherwise Qualified for his faculty role under Section 4.3. Should the President choose to return to the faculty under circumstances where he is entitled to do so, then upon assuming the tenured academic appointment, the Board agrees that the President's annual salary shall be not less than the base salary of the highest paid faculty member in the College of Arts, Sciences and Technology or the Department of Geography, Geology, and the Environment at the University. Upon resumption of his 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.

4.6 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 V – 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 VI – MISCELLANEOUS**

6.0 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.

6.1 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.

6.2 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.

6.3 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.

6.4 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 property of the University which the President agrees to keep in confidence.

6.5 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.

6.6 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.

6.7 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.*

6.8 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 President: Dr. Aondover Tarhule  
1000 Gregory Street  
Normal, Illinois 61761

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

6.9 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.

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

6.11 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.

6.12 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.

6.13 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.



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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last signed, below.

**BOARD OF TRUSTEES OF  
ILLINOIS STATE UNIVERSITY**

By: \_\_\_\_\_  
Dr. Kathryn Bohn, Chair Date

**AONDOVER TARHULE, PH.D.**

\_\_\_\_\_ Date  
Dr. Aondover Tarhule