

Office of the President

May 10, 2019

Mr. Bryan L. Perry 8367 Township Drive Owings Mills, Maryland 21117

Dear Mr. Perry:

In accordance with the policies and procedures of the State of Illinois, the Board of Trustees, and Northern Illinois University, you are offered the following appointment:

Title: General Counsel

Division: Office of the General Counsel

Salary: \$260,000.16 for 12 months

Appointment: Regular, Full-time (subject to approval by the Board of Trustees on June 13, 2019)

Effective Date: July 1, 2019-June 30, 2023

I am delighted by your enthusiastic commitment to serving as the General Counsel at Northern Illinois University (NIU). Attached is the agreement used by NIU for the appointment of senior leadership. I look forward to receiving signed copies of the Acceptance and the Employment Agreement as soon as possible. To the extent there is a conflict between the terms in this letter and the terms in the Employment Agreement, the terms in the Employment Agreement shall govern. I have clarified in the following paragraphs some of the related items, which will be addressed separately.

Additional Support: Per our recent conversation, we have agreed to support you in the following ways as allowed by university policies and procedures and resource allocation guidelines:

The University shall pay for your reasonable expenses incurred to move you, your immediate family and your personal property, with a not to exceed reimbursable amount of Ten Thousand Dollars (\$10,000.00). This amount shall include the combination of reasonable moving expenses and transition housing. Expenses paid on behalf (or reimbursed to) you under this provision may be taxable to you in accordance with applicable tax law. You shall provide the University with appropriate documentation related to the moving expenses and any such reimbursement by the University shall be in accordance with University and State policies and procedures.

Your Future. Our Focus.

• Independent of your employment as General Counsel, the University will reimburse travel costs for you to come to DeKalb to attend critical events and meetings that may occur before your official start-date. These may include, but will not be limited to: June 3-4 meeting of the Illinois Board of Higher Education (IBHE); meetings of the Board of Trustees and Board Committees; planning sessions related to budget development and strategic planning; or other items as deemed appropriate by the president. You shall provide the University with appropriate documentation within sixty (60) days from the accrual of such expense(s) related to these guest travel expenses and any such reimbursement by the University shall be in accordance with University and State policies and procedures. You will be personally responsible for any travel costs that are not supported by receipts or other appropriate documentation or cannot be reimbursed under these applicable authorities.

Although the law does not require State employees to contribute to Social Security, it does mandate that they be covered by Medicare and, therefore, deductions are made for that portion of the F.I.C.A. tax.

All new employees must provide original documents and prove authorization to work in the U.S as stated in the Immigration Reform and Control Act of 1986 (IRCA). If you are not a U.S citizen or a lawful permanent resident, the duration of your appointment may not exceed the period you are authorized to work by the US Citizenship and Immigration Services. If for any reason you should lose legal authorization to work, your employment appointment at NIU will expire.

You should notify the International Student and Faculty Office and Human Resource Services of any work authorization extensions or immigration status changes. It is the responsibility of the employee to maintain a valid work authorization at all times.

Please acknowledge your acceptance of this appointment by signing and dating the last page of this letter. Then forward the entire offer letter, with the original signed acceptance, to our office within 10 days. It will serve to activate this offer as part of your contract.

Other information needed before a formal Notice of Appointment can be issued or your papers can be released to Payroll includes:

Background Check Contingency

Your appointment is contingent upon clearance of a criminal background check. If you have not completed the Authorization for Release of Information Form, you must contact Human Resource Services.

Tax Withholding Certificate (W-4 Form)

Personal Data Form

Please complete the personal data form including the section for direct deposit of pay. University policies require direct deposit of all salary distributions. Payroll processing may be delayed if this form is not completed immediately upon employment.

Official Transcript

An official transcript from the institution awarding your highest degree-even if that degree was obtained at NIU. A photo copy is not acceptable.

Employment Eligibility Verification (Form I-9)

In compliance with IRCA, anyone hired by Northern Illinois University must verify identity and eligibility to work in the United States by completing form I-9, Employment Eligibility Verification form and provide original documentation within three (3) days of your appointment start date. You must bring the form with you (along with identification) to your Department Office on the first day you report to campus.

Please refer to page three of Form I-9 for a list of acceptable documents

Vacation (only for appointments longer than 10 months and unrelated to the academic year) Please note that your appointment entitles you to vacation benefits of two days per month of contract assignment with a maximum yearly accrual of 24 days for a 12 month appointment.

As an employee of Northern Illinois University, you would be eligible for benefits under a life, health, and dental insurance plan to which the State contributes. Before coverage can be put into effect, you will need to complete insurance forms. The program requires enrollment within a 10 calendar day period from the effective date of your contract. Failure to do so within that 10-day period could result in loss of the benefit. Therefore, as soon as possible, please consult our Employee benefits Office located in our Human Resources Building, 1515 W. Lincoln Highway, DeKalb, IL (Phone 815 753-6000).

If you have any questions regarding this offer, please feel free to contact us. We are delighted that you are joining the Huskie family!

Sincerely.

Lisa C. Freeman

cc: Human Resource Officer

Acceptance

The annual salary and appointment stated herein are subject to the appropriation of sufficient funds by the General Assembly of the State of Illinois and the approval of the governor. Appointments at Northern Illinois University are subject to the statutes of the State of Illinois and the latest revisions of the governing bylaws, Regulations, policies and practices of the Board of Trustees. Appointments are also subject to the latest revisions of all university policies and procedures; most of which, are stated in employee handbooks, procedure manuals, and the Constitution and Bylaws of the university. Under certain state laws, as well as university regulations, policies and procedures, indebtedness to the university may be withheld from compensation payments to employees. Acceptance of this appointment includes consent to such withholding when assessed in accord with appropriate legal standards.

I understand that my performance will be evaluated and that my appointment status and subsequent increases in compensation are subject to availability of funds and/or applicable standards of performance. The terms of this appointment are binding upon both parties and shall remain in full force and effect during my employment at Northern Illinois University, including subsequent appointments, if applicable.

I hereby acknowledge and accept the terms of this offering letter, and all related university policies and procedures associated with my appointment. My signature and date below signify acceptance of the terms of the above appointment contract.

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