

December 12, 2007

TO: Jerry Kill

CONFIDENTIAL

file
copy to
K Davidson
1/2/08
S. Kill

FROM: James J. Phillips, Ph.D
Associate Vice President/Director of Intercollegiate Athletics

RE: **LETTER OF AGREEMENT -
Employment as Head Football Coach**

This Letter of Agreement (referred to as either "Letter" or "Agreement") is in addition to and does not supersede the terms and conditions of the standard Northern Illinois University Notice of Appointment. It is necessary that the parties also sign a copy of that Notice, in addition to this Letter of Agreement to create the contractual relationship between the parties.

The purpose of this letter is to confirm the understandings of the parties relating to your appointment as Head Football Coach at Northern Illinois University, effective as of December 13, 2007, on the terms and conditions set forth on the standard Notice of Appointment, including the firm contingency of "... *administratively acceptable results of a comprehensive, current background check,*" and as set forth below. At times, this Agreement may refer to you as "Employee."

1. Board of Trustees Regulations – Board Regulations require a new contract for each fiscal year (*i.e.*, beginning July 1) for all Faculty without Academic Rank (also referred to as members of the Supportive Professional Staff or "SPS"). Any salary increases for temporary or SPS personnel in the Department of Intercollegiate Athletics are determined each year by the Associate Vice President/Director of Intercollegiate Athletics and are contingent upon the availability of funds and the approval of the President or his/her designee. The University, as an agency of the State of Illinois, cannot legally obligate funds beyond the end of the current fiscal year, which is June 30, 2008. After that date, the understandings set forth in this Letter are subject to the continuation of appropriations by the Illinois General Assembly for those operations of the University with which you will be involved and/or the funding available for Intercollegiate Athletics at Northern Illinois University. At present, the University administration anticipates no interruption to these appropriations or this funding.

2. Duration Conditions

A. Subject to the other terms and conditions of this Letter, it is the intent of the University that you will be employed for a minimum of five (5) years, beginning as of December 13, 2007, and ending on June 30, 2013. But for the initial timing of this matter and the requirements that temporary employees and SPS employees cannot have more than a one-year contract because State funds in future fiscal years cannot be committed or guaranteed, this contract would be written for a five year, six (6) months and nineteen (19) day term. It is expected you will be issued a series of contracts: an initial contract running through June 30,

