

WESTERN ILLINOIS UNIVERSITY

June 24, 2009

Dr. Tim Van Alstine



Dear Tim:

This letter of commitment is in addition to and does not alter or supersede the terms and conditions of the standard Western Illinois University Notice of Employee Status or letter of appointment. The purpose of this letter is to confirm our understanding relating to your continuing employment as Assistant Vice President for Student Services and Director of Intercollegiate Athletics at Western Illinois University effective July 1, 2009.

Western Illinois University Board of Trustees regulations require a new contract for each fiscal year (i.e., beginning July 1) for all administrative positions. Any salary increases are contingent upon the availability of funds and the approval of the Vice President for Student Services. The University, as an agency of the State of Illinois, cannot legally obligate funds beyond the end of each fiscal year. 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 Western Illinois University. At present, we anticipate no interruption to these appropriations or this funding.

Subject to the other terms and conditions of employment, it is the intent of the University that you will be employed for a minimum of five (5) additional years, beginning July 1, 2009, and ending on June 30, 2014.

During the course of year one of this contract, the University will conduct a salary analysis of current Summit League and Missouri Valley Football Conference Athletic Director salaries and determine an appropriate salary to be implemented across year two and three of the contract. The University will determine the new salary based on the size of the program, budget responsibility, and years of experience of the Director. In consultation with the Director, a salary recommendation will be made by the Vice President for Student Services to the President for his consideration and approval. If a new salary base is determined to be appropriate, the Director will become eligible for future increases as consistent with University guidelines and budget availability.

The Director shall be eligible for additional compensation consistent with guidelines outlined and agreed upon by the Vice President for Student Services consistent with the Western Illinois University Pay for Exceptional Performance Program. The Director will also be eligible for additional compensation based on additional duties being assigned that are above or beyond existing job responsibilities as of the implementation of this contract.

Van Alstine Page 2 June 24, 2009

You recognize that your intention to work for the University for this five-year period is the essence of this commitment by the University. While recognizing this, the parties agree that you may, nevertheless, terminate your employment prior to June 30, 2014, but only upon the following terms and conditions:

- a. We agree that should another opportunity be presented to you or should you be interested in another position during the term of this agreement, you must notify the Vice President for Student Services of such opportunity or interest before any discussions can be held by you with the anticipated principals.
- b. You may terminate your employment by giving the University reasonable advance written notice of the termination prior to April 1.

It is our understanding that nothing in this letter shall limit the University's rights and options under and pursuant to its customary academic or personnel procedures.

This commitment will cease to apply if you are unable to perform the duties of the position or if you are found by the NCAA to have been involved in serious or intentional violations of NCAA rules and regulations. Any termination of this agreement for "just cause" during the course of contract year shall be pursuant to University procedures applicable to other employees of similar rank and status.

Western Illinois University looks forward to your continued service as Assistant Vice President for Student Services and Director of Intercollegiate Athletics.

W. Garry Johnson Vice President for Student Services

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I accept the position as described above.

Signed: IM. Von Olation

Date: 6/24/09

WESTERN ILLINOIS UNIVERSITY 1 UNIVERSITY CIRCLE, MACOMB IL 61455-1390

NOTICE OF EMPLOYEE STATUS

JULY 11, 2012

TIM M. VAN ALSTINE

WIU ID:

THIS IS A NOTICE OF APPOINTMENT TO THE STAFF AT WESTERN ILLINOIS UNIVERSITY AT A SALARY OF \$10,966.00 PER MONTH FOR 12.00 MONTHS, BEGINNING JULY 1, 2012.

ACADEMIC RANK

ASSISTANT PROFESSOR

YEAR RANK GRANTED

2002

ADMINISTRATIVE AREA ADMINISTRATIVE TITLE

VICE PRESIDENT FOR STUDENT SERVICES

BUDGETED

ASST. VP FOR STUDENT SERVICES & DIR. OF ATHLETICS 100.00 PERCENT INTERCOLL ATHLETICS

BUDGET OBLIGATION

\$131,592.00

APPOINTMENT DATE

JULY 1, 2001

TENURE STATUS

TENURE DOES NOT APPLY

CONTRACT CONTROL NO

85344

UAP NUMBER

CHANGE IN SALARY

FTE MONTHLY SALARY \$10,966.00

MONTHLY SALARY \$10,966.00

DEGREE

PHD

GRANTED 1992

HOURS OVER 0.00

COLLEGE UNIV OF IL-URBANA/CHAMPGN

AUXILIARY DEGREE MS ED

GRANTED 1984

STATUS CONTINUING ADMIN APPOINTMENT

ASSIGNMENT DIRECTORS, BUDGET NUMBER RESPONSIBILITY

BOG CLASS LEVEL II, ADMINISTRATOR

BARGAINING UNIT NO

LOCAL ADDRESS

CAMPUS ADDRESS

103 Western Hall

309-298-1190 AND 309-298-1106

SEX MALE

CITIZENSHIP US CITIZEN

BIRTH DATE

THIS APPOINTMENT IS SUBJECT TO THE AVAILABILITY OF FUNDS; THE LAWS OF THE STATE OF ILLINOIS; POLICIES AND REGULATIONS OF THE BOARD OF TRUSTEES AND WESTERN ILLINOIS UNIVERSITY.

May 21, 2013

Dr. Gary Biller
Vice-President for Student Services
Sherman Hall
Western Illinois University
Macomb, IL 61455

Resignation Agreement

Dr. Biller:

This letter confirms our agreement, as discussed with Dr. Ken Hawkinson and you this morning, on my resignation subject to and in accordance with the following terms. We have agreed that I will resign from my responsibilities as Assistant Vice President/Director of Athletics in exchange for the binding agreement by Western Illinois University to continue to pay me my full current salary and other compensation--as provided in my contract of June 24, 2009, signed by Vice President Garry Johnson--through June 30, 2014 (together with all of my current employee and other University benefits). We agree that my existing salary, benefits, and other compensation will not be reduced for any reason prior to June 30, 2014. (INCLUDING ACCRUE.) If A CATION FROM SULTI, 2013 THROUGH SULE 30 2014.

Western Illinois University confirms that this resignation agreement is not based on any violation of any of its policies or procedures or of any state or federal laws or regulations. You also agree to provide as requested a letter of reference that confirms this fact and that my resignation was voluntary.

Subject to these terms, we agree that I will resign from my responsibilities as Assistant Vice-President/Director of Athletics effective upon your signature on behalf of Western Illinois University.

Dr. Gary Biller

Vice President for Student Services

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Dr. Tim Van Alstine

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