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EMPLOYMENT RETENTION AGREEMENT

This Employment Retention Agreement ("**Agreement**") is made effective as of the last date signed below ("**Effective Date**") between Northern Kentucky University ("**University**"), a public institution of higher education and instrumentality of the Commonwealth of Kentucky, and Jeremy C. Alltop ("**Employee**") (University and Employee each a "**Party**" and, collectively, the "**Parties**").

WHEREAS, University hired Employee to serve as Vice President of Administration & Finance/CFO beginning on July 1, 2022 and

WHEREAS, University desires to encourage and incentivize Employee to remain employed by University up to and through twenty-four (24) months from the Effective Date, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree as follows:

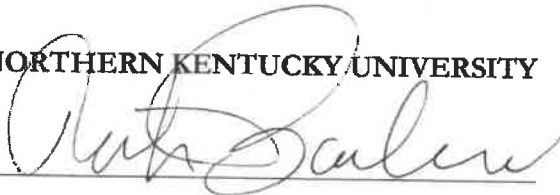
- 1. Term.** The term of this Agreement shall be commence on the Effective Date and expire after a period of **twenty-four (24) months ("**Term**")**, unless earlier terminated as provided herein, and subject to possible renewal and re-appointment in accordance with the University's policies consistent with KRS 164.360. The Parties will meet no later than six months prior to expiration of the Term in order to discuss possible renewal, extension, or non-renewal of the Agreement.
- 2. Retention Compensation.** In consideration of the services to be performed by Employee, University shall increase Employee **annual base compensation by Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)** beginning January 2023, less deductions required by law and authorized by Employee, payable in equal monthly installments or as otherwise provided by University payroll policy. Employee shall receive other employment-related benefits in accordance with University policies. Employee's base compensation will be reviewed annually by the President and increases will be based on merit as determined by the President. Employee's base compensation may be increased but never decreased during the Term.
- 3. Retention Bonus.** If employee continues to remain employed and in good standing with University at the expiration of the Term of this Agreement, University shall pay Employee a **retention bonus of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)**, less deductions required by law and authorized by Employee, payable in a lump sum within thirty (30) days of the expiration of the Term of this Agreement.
- 4. Confidentiality.** Employee agrees that the existence and terms of this Agreement, as well as all discussions concerning this Agreement, are confidential. Accordingly, employee shall not disclose the Agreement's existence or its terms or any related discussions to any other person or entity, except that he may disclose the amount to his attorney, accountant, financial advisor, spouse, and as otherwise required and compelled by law. Employee shall instruct those individuals or entities that the information is confidential and shall not be disclosed to any other person or entity. Employee represents that he has not, to date, disclosed to any person, except for the individuals specifically mentioned in this paragraph, the contents of any and all terms in this Agreement or any related discussions.

5. **Evaluations.** The President will evaluate the performance of the Employee on an annual basis, in accordance with University policies, relevant criteria, and position goals established periodically by the President and the Employee.
6. **University Policies.** Employee shall abide by all University policies and procedures as they may be amended from time to time, including but not limited to policies regarding expense reimbursement, travel for University business, reporting of harassment complaints, and nondiscrimination. Employee shall continue to receive the benefits and privileges available to employees under generally applicable University policies, procedures, and practices.
7. **Outside Activities.** Employee shall not engage in any outside business or professional activities that would prevent Employee from performing the full-time responsibilities described in this Agreement or that conflict in any manner with the University's interests.
8. **Employment Searches.** Employee shall immediately pull out of any employment searches that he is currently in. Additionally, Employee will not join in employment searches until the termination of this Agreement.
9. **Compliance with Laws.** Employee shall comply with all applicable federal and state laws and University policies pertaining to the activities of University employees and Employee's performance of the responsibilities described in this Agreement.
10. **Termination by University for Cause.** The University may terminate this Agreement for cause at any time upon written notice to Employee, where cause includes any of the following: (i) a deliberate or serious neglect or violation by Employee of the duties and responsibilities described herein, including insubordination; (ii) a deliberate or serious violation of a University policy; (iii) intentional actions or omissions that are criminal or fraudulent or involve dishonesty, moral turpitude, or materially unethical conduct; (iv) an indictment for, conviction of, or no-contest plea to a felony; (v) failure of Employee to promptly report to the President if Employee knows of a serious violation, pertaining to the University, of federal or state law or University policies; or (vi) a material breach of this Agreement. In the event of a termination under this section, Employee shall receive payment of all compensation and other benefits through the date of termination but shall not be entitled to any further payment or other rights under this Agreement.
11. **Termination by University Without Cause.** The University may terminate this Agreement at any time without cause upon sixty (60) days' prior written notice. In the event of a termination under this section, Employee shall receive payment of all compensation and other benefits through the date of termination and, in addition employee shall receive their base salary through the term of this contract, as if the contract were honored by employee. Additionally, if the employee is terminated without cause by the President during the term of this agreement or if this agreement is not renewed the employee shall receive a severance payment equal to twelve (12) months' salary.
12. **Termination for Death or Disability.** This Agreement shall terminate automatically upon the death of the Employee and shall terminate upon a reasonable determination by the President that Employee has become totally disabled and incapacitated, such that Employee is incapable of performing the essential functions of the position with or without reasonable accommodations for a period of at least sixty (60) consecutive days. In the event of a termination under this section, Employee shall receive payment of all compensation and other benefits through the date of termination.

13. **Resignation by Employee.** Employee may resign from employment at University and terminate this Agreement by giving sixty (60) days' prior written notice. In the event of a termination under this section, Employee shall receive payment of all compensation and other benefits through the date of termination but shall not be entitled to any further payment or other rights under this Agreement.
14. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and deemed given when delivered personally and one day after having been delivered to Federal Express, UPS, or any similar express delivery service for overnight delivery to the Party at that address: If to University: President; Northern Kentucky University; 800 Lucas Administrative Center; Highland Heights, KY 41099; with a copy to General Counsel; Northern Kentucky University; 812 Lucas Administrative Center; Highland Heights, KY 41099. If to Employee, then to Employee's home address on file with University Human Resources.
15. **Governing Law.** This Agreement and all disputes arising hereunder shall be governed by the laws of the Commonwealth of Kentucky.
16. **Application of Section 280G.** Notwithstanding anything in this Agreement to the contrary, in no event shall the aggregate payments made to Employee under this Agreement, either as a stand-alone benefit or when aggregated with other payments to, or for the benefit of, Employee constitute an "excess parachute payment" under Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and in order to avoid such a result, Employee's benefits shall be reduced, if necessary, to an amount, the value of which is one dollar (\$1.00) less than an amount equal to three (3) times Employee's "base amount," as determined in accordance with Section 280G of the Code. In the event such a reduction is necessary, the Retention Bonus shall be reduced by the minimum amount necessary to result in no portion of the payments payable by the University being non-deductible pursuant to Section 280G of the Code and subject to excise tax imposed under Section 4999 of the Code.
17. **Application of Section 409A.** It is the intent of the parties that this Agreement be interpreted and administered in compliance with the requirements of Section 409A of the Code to the extent applicable. In this connection, University will have authority to take any action, or refrain from taking any action, with respect to this Agreement that is reasonably necessary to ensure compliance with Code Section 409A, and the parties agree that this Agreement will be interpreted in a manner that is consistent with Code Section 409A.
18. **Tax Consequences.** Employee expressly agrees to assume any and all tax consequences to Employee as a result of the execution of this Agreement. It is specifically understood that, if required by applicable law, University shall transmit requisite W-2, 1099 or other tax statements to Employee and report the same to the Internal Revenue Service or other taxing authority. Employee expressly covenants and agrees that University makes no representations of any kind to Employee as to the tax consequences to Employee resulting from the provisions of this Agreement.
19. **No Assignment.** This Agreement may not be assigned.

20. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. An emailed or electronic signature shall be deemed an original signature.
21. **Amendment.** This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter hereof, and the terms of this Agreement may not be amended, waived, modified or supplemented except in writing by all parties hereto.

NORTHERN KENTUCKY UNIVERSITY



By: Richard A. Boehne
Chair, Board of Regents

Date: January 17, 2023



By: Jeremy Alltop
Employee

Date: January 17, 2023