

DEVRY EDUCATION GROUP INC.

Form 8-K

June 01, 2016

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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FORM 8-K

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CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report

(Date of earliest event reported)

May 31, 2016

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DEVRY EDUCATION GROUP INC.

(Exact name of registrant as specified in its charter)

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Delaware

1-13988

36-3150143

(State of incorporation) (Commission File Number) (IRS Employer Identification No.)

3005 Highland Parkway

60515

Downers Grove, Illinois

(Address of principal executive offices) (Zip Code)

(630) 515-7700

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01 Entry into a Material Definitive Agreement.

The information set forth in Item 5.02 below is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 31, 2016, Timothy J. Wiggins notified DeVry Education Group Inc. ("DeVry Group") of his resignation as Senior Vice President and Chief Financial Officer of DeVry Group. Mr. Wiggins will continue as an employee of DeVry Group until June 30, 2016 to assist with the transition of his responsibilities.

On June 1, 2016, DeVry Group announced that its Board of Directors had appointed Patrick J. Unzicker, 45, to serve as Senior Vice President, Chief Financial Officer and Treasurer, effective May 31, 2016. Mr. Unzicker joined DeVry Group in March 2006 as its Controller. In March 2012, Mr. Unzicker was appointed Vice President, Finance and Chief Accounting Officer, and in March 2015, Mr. Unzicker assumed the Treasurer role. Prior to joining DeVry Group, Mr. Unzicker was Vice President – Controller at Whitehall Jewellers, Inc., a mall-based retail jeweler, from July 2003 to March 2006.

Mr. Unzicker was not selected pursuant to any arrangement or understanding between him and any other person. There has been no transaction, or proposed transaction, since July 1, 2015 to which DeVry Group was or is to be a participant, and in which Mr. Unzicker or any member of his immediate family had or is to have a direct or indirect material interest. There are no family relationships between Mr. Unzicker and any of DeVry Group's other directors, executive officers or persons nominated or chosen by DeVry Group to become directors or executive officers.

On June 1, 2016, DeVry Group entered into an Executive Employment Agreement (the "Employment Agreement") with Mr. Unzicker. The Employment Agreement provides for, among other things, the following:

- (i) Mr. Unzicker's initial base salary may be increased annually by DeVry Group's Chief Executive Officer in coordination with the Compensation Committee of DeVry Group's Board of Directors (the "Compensation Committee") but may not be decreased, except in the case of an across-the-board percentage reduction in base salaries.
  - (ii) Mr. Unzicker will be eligible for annual equity awards, as determined by DeVry Group, DeVry Group's Board of Directors and/or the Compensation Committee, under DeVry Group's equity award plans.
  - (iii) Mr. Unzicker will be eligible to receive an annual cash incentive payment under DeVry Group's Management Incentive Program ("MIP") based on a percentage of Mr. Unzicker's base salary upon the achievement of specific organization-wide and personal performance goals that will be determined each fiscal year by Mr. Unzicker's direct supervisor and/or the Compensation Committee.
  - (iv) Mr. Unzicker will be eligible to participate in the health and welfare benefit plans and any qualified and/or non-qualified retirement plans of DeVry Group.
  - (v) Mr. Unzicker's employment with DeVry Group will end upon the earlier of (A) Mr. Unzicker's death or Permanent Disability (as defined in the Employment Agreement), (B) Mr. Unzicker's resignation at any time with or without Good Reason (as defined in the Employment Agreement) or (C) termination by DeVry Group at any time with or without Cause (as defined in the Employment Agreement).
  - (vi) If (A) Mr. Unzicker's employment with DeVry Group is terminated by DeVry Group without Cause or by Mr. Unzicker with Good Reason and (B) Mr. Unzicker executes a legally effective Release (as defined in the Employment Agreement) and complies with the terms of the Employment Agreement and the Release, Mr. Unzicker will be entitled to the following benefits:
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- (1) Accrued Benefits (as defined in the Employment Agreement), payable no later than 30 days after Mr. Unzicker's Termination Date (as defined in the Employment Agreement);
  - (2) one and one-half times the sum of Mr. Unzicker's base salary plus MIP Target (as defined in the Employment Agreement), payable in 18 equal monthly payments;
  - (3) a pro-rated MIP Award (as defined in the Employment Agreement), if employed for at least six months in the fiscal year during which termination occurs, based on actual performance paid in a lump sum at the time MIP awards are paid to other employees;
  - (4) 18 months of continued health benefit plan coverage at active employee rates following the Termination Date; and
  - (5) access to a nine-month senior executive level outplacement program at DeVry Group's sole expense.
- (vii) If (A) Mr. Unzicker's employment with DeVry Group is terminated by DeVry Group without Cause or by Mr. Unzicker with Good Reason during a Change in Control Period (as defined in the Employment Agreement) and (B) Mr. Unzicker executes a legally effective Release (as defined in the Employment Agreement) and complies with the terms of the Employment Agreement and Release, Mr. Unzicker will be entitled to the following benefits:
- (1) Accrued Benefits, payable no later than 30 days after the Termination Date;
  - (2) two times the sum of Mr. Unzicker's base salary plus MIP Target, payable in 24 equal monthly payments;
  - (3) 24 months of continued health benefit plan coverage at active employee rates following the Termination Date; and
  - (4) access to a twelve month senior executive level outplacement program at DeVry Group's sole expense.
- (viii) If Mr. Unzicker's employment is terminated during a Change in Control Period (A) for Cause, (B) by reason of Mr. Unzicker's resignation without Good Reason or (C) by reason of Mr. Unzicker's death or Permanent Disability, DeVry Group shall provide Mr. Unzicker or Mr. Unzicker's estate or beneficiaries, as appropriate, with Accrued Benefits, payable within 30 days following Mr. Unzicker's Termination Date, and DeVry Group shall have no other severance obligations under the Employment Agreement.
- (ix) Mr. Unzicker is subject to a non-compete and non-solicitation period following the end of Mr. Unzicker's employment of (A) 24 months if termination occurs with Good Reason or without Cause during a Change in Control Period or (B) 18 months in the case of any other termination.
- This description is qualified in its entirety by reference to the Executive Employment Agreement attached hereto as Exhibit 10.1.

Mr. Unzicker will be paid a base salary at an annualized rate of \$410,000. Additionally, he will be eligible at the end of DeVry Group's fiscal 2016 year for a prorated incentive payment under DeVry Group's MIP targeted at 65% of his base salary with a maximum payout opportunity of 200% of his MIP target.

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Item 7.01 Regulation FD Disclosure.

A copy of the news release issued by DeVry Group on June 1, 2016 announcing Mr. Unzicker's appointment is included as Exhibit 99.1 to this Current Report on Form 8-K and is hereby incorporated by reference.

Forward Looking Statements

Certain statements contained in this Form 8-K and related press release, including those that affect DeVry Group's expectations or plans, may constitute forward-looking statements subject to the Safe Harbor Provision of the Private Securities Litigation Reform Act of 1995. These forward-looking statements generally can be identified by phrases such as DeVry Education Group Inc. or its management "anticipates," "believes," "estimates," "expects," "forecasts," "foresees," "intends," "plans" or other words or phrases of similar import.

Because these forward-looking statements involve risks and uncertainties, there are important factors that could cause DeVry Group's actual results to differ materially from those projected or implied by these forward-looking statements. Additional information regarding factors that could cause results to differ can be found in DeVry Group's Annual Report on Form 10-K for the fiscal year ended June 30, 2015, and quarterly reports on Form 10-Q for the fiscal quarters ended September 30, 2015, December 31, 2015 and March 31, 2016.

These forward-looking statements are based on information as of June 1, 2016, and DeVry Group assumes no obligation to publicly update or revise its forward-looking statements even if experience or future changes make it clear that any projected results expressed or implied therein will not be realized.

Item 9.01 Financial Statements and Exhibits

10.1 Executive Employment Agreement with Patrick J. Unzicker, dated May 31, 2016.

99.1 Press Release dated June 1, 2016.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DEVRY EDUCATION GROUP INC.  
(Registrant)

Date: June 1, 2016 By: /s/ Patrick J. Unzicker  
Patrick J. Unzicker  
Senior Vice President, Chief Financial Officer  
and Treasurer