



September 8, 2021

Sean Frazier

RE: Memorandum of Understanding ("MOU")
Associate Vice President Intercollegiate Athletics/Director of Athletics - Northern Illinois University

Sean,

I present you with the material terms of Northern Illinois University's offer for continued employment in the position of Associate Vice President Intercollegiate Athletics/Director of Athletics effective upon signature of this MOU, and upon the approval of the Board of Trustees ("Board") at a future meeting of the Board, a promotion to Vice President of Intercollegiate Athletics/Director of Athletics ("Promotion"). The terms of this MOU will be incorporated into a Third Amendment to Director of Athletics Employment Agreement, which will serve to amend your existing Director of Athletics Employment Agreement, as last amended by the Second Amendment dated on or about December 3, 2018 ("Agreement"; unless otherwise clearly indicated, any capitalized term used in this MOU will have the meaning given to it in the Agreement). Your acceptance of this MOU will constitute a binding agreement between you and the University, with the Promotion contingent upon final approval of the Board as required by the Board and University bylaws and regulations. For clarity, the terms and conditions of this MOU shall continue subsequent to the Promotion.

Term:

The Term shall continue through June 30, 2026.

Annual Base Salary:

Effective July 1, 2021, your Base Salary will be \$334,317.

Retention Bonus:

The University will pay you the sum of \$20,000 for each fiscal year that you serve as Director of Athletics from July 1, 2023 through June 30, 2026 ("Vesting Date 4"), for a total amount not to exceed \$60,000. The retention bonus earned by you as of Vesting Date 4 shall be paid by the University not later than March 15, 2027. The accelerated vesting provisions of paragraph D of Article IV of the Agreement shall apply to the additional retention bonus provided for in this MOU.

Automobile Allowance:

Effective July 1, 2021, your monthly car stipend will be \$750.

Termination by Employee:

Although you will agree not to seek or apply for other positions without prior notice to University,

Article X(B) of the Agreement will be narrowed so that if you accept another coaching or administrative position at a NCAA member institution in a Power Five Conference, or a professional team or league prior to June 30, 2026, you will pay (or cause another to pay) to the University in a lump sum as follows:

Resignation Occurs...	Amount
Before July 1, 2023	\$50,000
After June 30, 2023 and before July 1, 2026	\$0

Termination for University's Convenience:

The terms of the section **Termination for University's Convenience** of ARTICLE X of the Agreement shall remain in effect, and in the event that the University exercises its right to terminate for convenience, then in addition to the payment of any salary, performance incentives, or benefits earned or accrued through the effective date of termination, the University shall be responsible to continue payment of your Base Salary at the rate then in effect through the remainder of the Term, subject to the requirements of the Government Severance Pay Act (5 ILCS 415/).

The parties will make best efforts to execute a formal Third Amendment incorporating the terms and conditions of this MOU not later than November 30, 2021. Until then, this MOU will serve as an amendment to the Agreement.

Please indicate your acceptance by signing below.

Sincerely,



Dr. Lisa C. Freeman
President
Northern Illinois University

Accepted:

Seara Frazier

Date:

9/10/2021

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made by and between the **BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY (“University” or “NIU”)** and **SEAN FRAZIER (“Employee”; together with the University, “the Parties”)**. This Agreement becomes effective upon execution by both parties and shall be effective as of August 1, 2013 (“Effective Date”).

For and in consideration of the mutual promises and covenants set forth herein, the University and Employee agree as follows:

ARTICLE I – EMPLOYMENT

Subject to the terms and conditions of this Agreement, the University will employ Employee as Associate Vice President Intercollegiate Athletics/Director of Athletics (“Director of Athletics”) for the University’s Intercollegiate Athletics Program (“Program”) and Employee agrees to and accepts the terms and conditions for said employment as provided herein.

ARTICLE II - TERM

A. Initial Term.

Subject to earlier termination pursuant to the terms and conditions of Article X of this Agreement, the term of this Agreement (“Term”) shall begin on the Effective Date and continue for a period of approximately five (5) years, through June 30, 2018 (“Initial Term”). The Term shall also include, if applicable, an “Option Term” (described below) that succeeds the Initial Term.

B. Option Term.

The University shall have the option, exercisable at the discretion of the University’s President by providing written notice to Employee during the two (2) month period beginning July 1, 2015 and ending August 31, 2015, to extend the Initial Term for an additional two (2) years through June 30, 2020 (“Extension Option” or “Option”) on terms and conditions no less favorable to Employee than those in effect as of the exercise of the Option (“Option Term”).

ARTICLE III - DUTIES AND RESPONSIBILITIES

As Director of Athletics, Employee shall have the responsibility for the planning, supervision and coordination of all aspects of the Program, including but not limited to:

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1. Making recommendations to the NIU Administration regarding the employment and salary of all Program personnel;
2. The assignment of duties and supervision of all Program personnel; and
3. Planning, supervising, and coordinating the budget, fund-raising, student-athlete success and public relations activities for the Program.

Employee shall also perform such other duties and responsibilities as may be assigned from time-to-time by the University President that are customary for the role of Athletics Director of an NCAA Division I athletics program.

Employee further agrees to diligently seek to abide by, to comply with, and to cause the University's athletic programs, coaches, student-athletes and other Athletic Department personnel to abide by and comply with the *Constitution, Bylaws*, and interpretations of the National Collegiate Athletic Association ("NCAA") and the Mid-American Conference ("MAC"), as well as all NCAA, MAC (and/or any future Conference) and University rules, regulations, policies, procedures and agreements relating to the conduct and administration of the Program, as now constituted or as any of the same may be amended during the Term. In the event that Employee becomes aware or reasonably believes that material violations of such *Constitution, Bylaws*, interpretations, rules or regulations have taken place, Employee shall report the same promptly to the University President or his designee.

Employee recognizes that his statements about the University and its senior administrators are often publicized and he agrees to use reasonable efforts to keep positive and constructive in tone and substance any public comments he makes about University policies or actions taken by senior administrators during the Term.

Employee agrees to seek to comply with all Federal and State laws such as, but not limited to, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"). The Parties acknowledge that the Director of Athletics, faculty advisors and all coaches at the University are considered as "Campus Security Authorities" ("CSAs") and as such Employee shall perform duties consistent with that title, including prescribed training and the requirement of reporting certain crimes involving University personnel and/or students.

ARTICLE IV – COMPENSATION

A. Base Salary.

Effective August 1, 2013, Employee shall be entitled to a salary (the "Base Salary") for duties performed by Employee under this Agreement at the annual rate of \$280,000.00, payable semi-monthly in equal installments. The Base Salary will be increased periodically during the Term, subject to and consistent with policies and procedures applicable to Associate Vice Presidents of the University.

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In the event that the State of Illinois fails to make such funds available at the levels required under this Agreement, the University agrees that it shall offer Employee the option to continue as Director of Athletics at the salary level reasonably determined by the President. In the event Employee elects not to continue at the determined level, Employee shall be permitted to terminate this Agreement upon written notice to the University (without any obligation to pay the amount that might otherwise be required to be paid by Employee pursuant to Article X hereof as a result of resigning employment).

B. Benefits.

Employee will be eligible to receive the customary and ordinary fringe benefits available to all Supportive Professional Staff (“SPS”) employees at the University, including a temporary housing allowance and reimbursement for moving expenses, and will be subject to all legal withholdings or deductions required by state or federal law or regulation.

C. Performance Incentives.

Employee may receive compensation in addition to the Base Salary of an amount up to \$100,000.00 for each fiscal year of the University during the Term (beginning with the fiscal year ending June 30, 2014) resulting from the achievement of one or more of the Academic, Revenue Generation, Fund-raising, and/or Competition performance goals set forth in this paragraph IV.C., in the amount prescribed for each such goal. The determination of the achievements shall be determined by the NCAA or MAC (and/or any future Conference) as appropriate and is subject to annual audit by or on behalf of the University. All earned incentive compensation elements are cumulative within the fiscal year only and do not affect Base Salary. **All amounts in this Article IV.C. shall be due and payable within thirty (30) days of the University's receipt of written notice thereof from or on behalf of Employee (such notice to be delivered after the triggering events below have been achieved, earned, reached, or attained).**

1. **Academics.**

- a. If all Program teams have a combined NCAA Academic Progress Rate (APR) of 980 or above, Employee will receive \$10,000.00. Employee will also be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee no later than June 30 of the current academic year.
- b. If all Program teams have a combined grade point average (GPA) of greater than 3.0 (based on the MAC conference or future conference calculation rules), Employee will receive \$10,000.00. Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee no later than June 30 of the current academic year.
- c. Employee will receive the following compensation based on the rankings of the MAC FAR institutional award (or subsequent conference) for men’s teams:

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Top Third	\$5,000.00
First	\$10,000.00

Employee will be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes in the top third. Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes first.

d. Employee will receive the following compensation based on the rankings of the MAC FAR institutional award (or subsequent conference) for women's teams:

Top Third	\$5,000.00
First	\$10,000.00

Employee will also be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes in the top third, Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes first.

e. Employee will receive \$10,000.00 if the institution attains the highest overall six-year GSR reported by the NCAA for institutions in the MAC (or subsequent conference). Employee will receive \$5,000.00 if the institution finishes in the top third of the MAC conference.

Employee will also be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes in the top third. Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes first.

2. Revenue Generation.

a. **Attendance at games.** If actual scanned attendance increases at home football and men's and women's basketball games by 5% from the previous year's attendance, Employee will receive \$2,500.00 per year for football, \$1,500.00 per year for men's basketball and \$1,000.00 per year for women's basketball respectively. If all three sports increase by 5%, Employee will receive \$6,000.00 per year.

Employee will also be provided a pool of \$1,000.00 to distribute to administrative staff employees at the discretion of the Employee no later than June 30 of the current academic year for each of the goals met in 2a.

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b. **Ticket Revenue.** If ticket revenue increases at home football and men's and women's basketball games by 5% from the previous year's revenue, Employee will receive \$2,500.00 per year for football, \$1,500.00 per year for men's basketball and \$1,000.00 per year for women's basketball respectively. If all three sports increase by 5%, Employee will receive \$6,000.00 per year.

Employee will also be provided a pool of \$1,000.00 to distribute to administrative staff employees at the discretion of the Employee no later than June 30 of the current academic year for each of the goals met in 2b.

3. Fund-raising.

a. **Increase Annual Dollars.** If annual dollars raised in giving year by Huskie Athletic Scholarship Fund (HASF) increases by 5% over previous year, Employee will receive \$5,000.00 per year; if annual dollars raised in giving year by HASF increases by 10% over previous year, Employee will receive a total of \$10,000.00 per year.

Employee will also be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if annual dollars raised in a given year by HASF increases 5% over previous year. Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if annual dollars raised in a given year by HASF increases 10% over previous year.

b. **Increase Annual Donors.** If then number of donors to HASF increases by 5% over previous year, Employee will receive \$2,500.00 per year; if donors to HASF increase by 10% over previous year, Employee will receive a total of \$5,000.00 per year.

Employee will also be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if donors to HASF increase 5% over previous year. Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if donors to HASF increase 10% over previous year.

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- a. If football team wins conference championship (regular season [solo or shared] and/or conference championship game), Employee will receive \$10,000.00 per year.
- b. If men's basketball team wins conference championship (regular season [solo or shared] and/or conference tournament championship), Employee will receive \$10,000.00 per year.
- c. If women's basketball team wins conference championship (regular season [solo or shared] and/or conference tournament championship), Employee will receive \$2,500.00 per year.
- d. If women's volleyball team wins conference championship (regular season [solo or shared] and/or conference tournament championship), Employee will receive \$2,500.00 per year.
- e. If football team is selected to play in post-season bowl game, Employee will receive \$5,000.00 per year.
- f. If men's basketball is selected (or automatically qualifies) to participate in the NCAA post-season tournament, Employee will receive \$5,000.00 per year. If men's basketball is selected to participate the NIT post-season tournament, Employee will receive \$2,500.00 per year.
- g. If women's basketball team is selected (or automatically qualifies) to participate in the NCAA post-season tournament, Employee will receive \$5,000.00 per year. If women's basketball is selected to participate in the women's NIT, Employee will receive \$2,500.00 per year.
- h. If women's volleyball team is selected (or automatically qualifies) to participate in the NCAA post-season tournament, Employee will receive \$5,000.00 per year.
- i. If any varsity sport program wins a MAC (and/or and future Conference) Championship (solo or shared; or conference championship game) or is selected to participate in NCAA post-season tournament, Employee will receive \$2,500.00 per sport, per year (including other bonus amounts listed above).
- j. Employee will receive the following compensation based on the rankings of the men's programs in the MAC Reese standings (or subsequent conference):

Top Third	\$5,000.00
First	\$10,000.00

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Employee will also be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes in the top third, Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes first.

k. Employee will receive the following compensation based on the rankings of the women's programs in the MAC Jacoby standings (or subsequent conference):

Top Third	\$5,000.00
First	\$10,000.00

Employee will also be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes in the top third. Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes first.

1. If NIU athletics program wins the Cartwright Award, Employee will receive \$10,000.00 per year. Employee will also be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee no later than June 30 of the current academic year.

D. Retention Bonus.

As an incentive and inducement for Employee to remain as Director of Athletics through the Initial Term, then in addition to the compensation and benefits described in Paragraphs (A) - (C) of this Article IV, the University will pay Employee the sum of \$20,000 for each fiscal year that Employee served as Director of Athletics as of June 30, 2018, for a total amount not to exceed \$100,000. The retention bonus earned by Employee shall be paid by the University not later than March 15, 2019. Provided, always, if before June 30, 2018, Employee is no longer serving as Director of Athletics as a result of an "accelerated vesting date" as defined below, then Employee (or his legal representative, if applicable) shall be entitled to receive, not later than March 15 immediately following the calendar year in which the accelerated vesting date occurs, an amount representing the accrued portion of the retention bonus (*i.e.*, \$20,000 for each fiscal year of employment completed by Employee as Director of Athletics, plus a pro-rated amount thereof for any partial fiscal year based on the number of full months of service completed by Employee in that capacity during the fiscal year). For purposes hereof, an "accelerated vesting date" means (i) the effective date of the termination of Employee's employment by the University for its convenience in accordance with ARTICLE X, (ii) the date of Employee's death, (iii) the effective date of the termination of employment on account of a permanent disability in accordance with ARTICLE X, (iv) the effective date of the reassignment of Employee pursuant to ARTICLE VII

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hereof, or (v) the effective date of the termination of Employee's employment pursuant to an election to terminate the Agreement for the reason set forth in ARTICLE IV, Paragraph A.

ARTICLE V — OTHER ALLOWANCES

A. Automobile. The University will use best efforts to obtain a courtesy automobile from a local dealership for the use of Employee during the Term. The business and personal use of the automobile will be reported not less than quarterly to the University. The value of Employee's personal use of such automobile will be determined and reported as income of Employee in accordance with federal tax law. In the event the University fails to provide such a courtesy automobile, it shall pay Employee an additional monthly car stipend equivalent to that which would be payable to the head coach of the University's intercollegiate football and men's basketball head coaches (whichever is greater).

B. Travel Expenses. It is recognized that Employee will incur expenses for travel, entertainment, program development, etc., in conjunction with Employee's duties as Director of Athletics. Reimbursement will come from the Intercollegiate Athletics budget or Foundation account. All expenses and their reimbursements, regardless of the source of reimbursement, shall be in accordance with University rules and procedures. Proper accounts and receipts must be furnished and all items are subject to the approval of the President, or his designee (not to be unreasonably withheld, delayed, or conditioned).

C. Family Travel. The University will direct payment of expenses for Employee's spouse or partner and Employee's children's reasonable travel expenses, hotel bills and other necessary and proper expenses when Employee is traveling on University business with Employee's spouse, partner and children. Payment will be made on behalf of the spouse or partner only when the presence of the spouse or partner is necessary to further the interests of University (as reasonably determined by the President or his designee). When the Employee's spouse or partner is traveling or otherwise functioning on official business for the University, the spouse or partner shall be accorded recognition as functioning as a volunteer of the University and the State of Illinois and will be entitled to available legal protections and immunities. Such travel expenses may be taxable to the employee in accordance with federal tax law.

D. Development Budget. The University recognizes the critical role that Employee plays in the financial development activities of the University and that Employee will incur expenses related thereto including, but not limited to, travel, entertainment, and other development costs in conjunction with Employee's duties as Director of Athletics. Reimbursement will come from the Foundation account. All expenses and their reimbursements, regardless of the source of reimbursement, shall be in accordance with University rules and procedures or the Foundation rules and procedures as applicable. Proper accounts and receipts should be provided and all items are subject to the approval of the President or his designee (not to be unreasonably withheld, delayed, or conditioned). The annual development budget shall not be less than \$20,000.00 for each fiscal year during the Term.

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ARTICLE VI — UNIVERSITY USE OF EMPLOYEE'S NAME AND LIKENESS

University's Right to Use or Authorize the Use of Employee's Name, Image, and Likeness. Notwithstanding anything to the contrary contained in this Agreement, the Parties covenant and agree that the University shall have the right during the Term to use Employee's name, likeness and image to promote the Athletics Department and the University as well as with respect to any contracts or sponsorship agreements entered into between the University and any sponsor, manufacturer, media rights company or vendor of athletic apparel, shoes and other products or services. Additionally, the University shall have the right to authorize, license, or to grant any such sponsor, manufacturer, media rights company or vendor the right to use Employee's name, likeness or image during the Term for the purpose of promoting the athletic apparel, shoes, or other products or services supplied to or on behalf of the University; provided, however, that any such use of Employee's name, likeness or image is in good taste and does not reflect negatively upon Employee. Employee covenants and agrees that he shall not have the right to enter into any endorsement or consulting agreements with any competitors of the

University's exclusive sponsors, manufacturers, media rights companies and/or vendors of athletic apparel, shoes or other products or services.

Television, Radio and Internet Appearances. Employee covenants and agrees to perform and carry out all duties and responsibilities reasonably assigned by the President to produce, tape, and market a limited, reasonable number of television shows as well as to participate in a limited, reasonable number of requested radio, internet, or other forms of media coverage of the Athletics Department and the University's athletics programs. Such duties shall not be inconsistent with those typical of a major NCAA Division I Director of Athletics who works for an institution that is a member of a Football Bowl Subdivision Conference. In the event that Employee believes that any such duties are inconsistent with those typical of a major NCAA Division I or MAC (and/or and future Conference) Director of Athletics who works at an institution in a Football Bowl Subdivision Conference, Employee shall notify the President, and Employee and the President shall cooperate in good faith to resolve any issues.

ARTICLE VII - REASSIGNMENT

In the event the University has the right to terminate this Agreement for "Cause" (as defined below) pursuant to Article X, the University may alternatively elect to remove Employee from the duties and responsibilities as Director of Athletics and reassign Employee to other duties and responsibilities within the Program for the remainder of the Term. In the event of such reassignment, then notwithstanding any other provision hereof, Employee's sole compensation for the performance of such reassigned duties and responsibilities shall be the Base Salary in effect at the date of reassignment. Following the conclusion of the thirty (30) day period after a reassignment by the University pursuant to this Article VII, Employee shall have the right to terminate this Agreement (without the obligation to pay liquidated damages described in Article X) upon written notice to the University.

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ARTICLE VIII - OTHER EMPLOYMENT/CONFLICTS OF INTEREST

During the Term, Employee shall not engage in any other employment, act in a consulting capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the institution, except as may be permitted by the Constitution and Bylaws of the NCAA and applicable University rules and regulations and with the prior written approval of the President. Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Employee shall make a written annual report to the President specifying the amount of all income and benefits from approved sources outside the institution. Except when Employee is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Employee may not be identified as the Director of Athletics of the University (1) for purposes related to any employment, consulting, or athletically related activities of Employee, other than for the University, or (2) in connection with Employee's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service.

Further, Employee shall not solicit money, loans, gifts or discounts and shall refrain from accepting money, gifts, entertainment, favors, or services that give rise to potential conflicts of interest or commitments or that might influence or appear to influence the Employee's duties and responsibilities under this Agreement, without the prior written consent of the President.

ARTICLE IX VIOLATIONS

A. If Employee is found by the NCAA (or the MAC (and/or and future Conference), after all permitted and timely appeals, to have committed a significant violation or repeated violations of their respective rules and regulations, whether while employed by the University or during prior employment at another NCAA or MAC (and/or and future Conference) member institution, Employee shall be subject to disciplinary or corrective action as set forth in the applicable NCAA or MAC (and/or and future Conference) enforcement procedures.

B. If Employee is found to be in violation of University rules ("University Rules"), he shall be subject to discipline permitted under such University Rules, pursuant to the procedures and policies in effect for all SPS employees.

ARTICLE X - TERMINATION

Dismissal for Cause.

The University has the right to terminate the employment of Employee before the expiration of the Term for "Cause." In the event Employee's employment is so

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terminated by the University, Employee is not entitled to the payment of any salary, performance incentives, benefits or damages beyond the effective date of said termination for Cause (except for amounts earned, accrued, or due prior to such date). For purposes of this Agreement, "Cause" shall be defined as:

- (i) The failure by the Employee to perform in any material respect any of the Employee's duties or obligations under this Agreement; provided, however, if the failure is capable of being cured, the University shall allow Employee thirty (30) days following written notice thereof to cure such failure (it being understood that if such failure can reasonably be cured, but cannot be cured within thirty (30) days, Employee shall have a reasonable period of time to cure such failure as determined by the President);
- (ii) Material insubordination;
- (iii) Employee's conviction or plea of *nolo contendere* to a misdemeanor involving financial impropriety, moral turpitude or harassment of a University student or employee, or any conviction or plea of *nolo contendere* to a felony;
- (iv) Participation in an act of dishonesty, which act is materially harmful to the University;
- (v) Conduct of Employee that (a) violates widely held social values; AND;
(b) is materially harmful to the University;
- (vi) Material misconduct or materially unethical conduct described in the provisions set forth in University Policy or any misconduct or ethical policy developed in the future;
- (vii) Material, documented violations of the University policies, including the Sexual Harassment Policy or Nondiscrimination policy;
- (viii) Knowing major violation(s) of NCAA, MAC (and/or and future Conference) after all timely, permitted appeals;
- (ix) If Employee knows (or would have known in the exercise of reasonable diligence) of a serious violation of NCAA, MAC (and/or and future Conference) or University rules by a head coach, assistant coach, staff member, athlete, or other representative of the University's athletic interests, and Employee fails to promptly report it to the President.

The standard for termination for Cause (to the extent in conflict with University rules or policies which permit termination) shall be as defined in this Article X.

The University shall have no obligation to use progressive discipline regarding Employee's misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline. In the event of dismissal for Cause, all obligations of the University under this Agreement shall cease immediately;

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provided, however, that the University shall be responsible to pay Employee all amounts of compensation he has earned (or which have accrued or have been achieved), but remain unpaid, as of the date of termination.

Automatic Termination.

This Agreement shall terminate **automatically** in the event Employee accepts employment in any capacity with an employer other than University (except as permitted under Article VII) or if Employee resigns, dies, becomes permanently disabled. For this purpose, Employee will be considered to be “permanently disabled” if he is unable to perform the essential functions of his employment as Director of Athletics for a period of one hundred eighty (180) consecutive days by reason of medical illness or incapacity. The determination of Employee’s inability to perform the essential functions of his employment as Director of Athletics shall be made in the sole and judgment of the University President based upon the written opinion of an impartial physician competent to provide such an opinion, mutually agreed upon by Employee or his legal representative, and the President. Notwithstanding the foregoing, this Agreement does not and shall not be construed to afford the University the right to take any action that is unlawful under the Americans with Disabilities Act or to constitute in any respect a waiver of rights under said Act. In the event of any automatic termination, University shall be obligated to compensate Employee or Employee's estate in accordance with this Agreement for services performed prior to the termination date (including any amounts which were earned, achieved, or which accrued as of said date) and, in the event of disability or death, Employee or Employee's estate shall be entitled to those benefits, if any, that are payable under any University group employee insurance or benefit plan in which Employee is enrolled.

Any termination for Cause pursuant to this Agreement shall not otherwise be subject to University procedures and protections applicable to other employees of similar employee classification, rank and status.

Termination by Employee.

The Employee recognizes and accepts that his promise to work for the University for the entire term of this multi-year Agreement is the essence of this Agreement with the University.

The Employee also recognizes that the University is making a highly valuable investment in the Employee's continued employment by entering into this Agreement and that its investment would be lost were the Employee to resign or otherwise terminate his employment with the University prior to fulfilling the terms of this Agreement. While recognizing these agreements and this entire Agreement, the parties agree that the Employee may, nevertheless, voluntarily terminate his employment under this Agreement prior to the expiration of the Term, in which case Employee shall not be entitled to the payment of any salary, performance incentives, benefits or damages beyond the effective date of said resignation (except for amounts earned, accrued, or due prior to such date), but only upon the following terms and conditions:

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A. Should another coaching or administrative opportunity be presented to Employee or should Employee be interested in another coaching or administrative position at a NCAA member institution or professional team or league during this Agreement, the Employee must notify the President of such opportunity or interest in writing before any discussions can be held by the Employee with the anticipated administrative or coaching-position principals.

B. If the Employee chooses to resign as Director of Athletics to accept another coaching or administrative position at a NCAA member institution or professional team or league before completion of the Initial Term, the University would sustain losses or incur expenses including, but not limited to, the cost of a search for his replacement, a loss to the continuity and/or success of Intercollegiate Athletics, and a loss to the University's reputation. It is acknowledged that it is difficult, if not impossible, to determine the exact actual damages and, therefore, except as otherwise provided in paragraph C below, if Employee terminates this Agreement at any time prior to June 30, 2018 to accept coaching or administrative employment with another NCAA member institution or professional team or league, the Employee, as a repayment of compensation, perquisites and benefits previously paid to him under the premise that he would fulfill the Initial Term, will pay (or cause another to pay) to the University in a lump sum within 90 days of the effective date of Employee's resignation a sum equal to the applicable amount specified in this paragraph. This payment will uncontestably and undisputably be as liquidated damages, in lieu of all other damages, and not as a penalty.

The lump sum amount payable to the University pursuant to this paragraph B shall be determined in accordance with the following schedule:

Resignation Occurs...	Amount
On or before June 30, 2014	\$500,000
After June 30, 2014 and before July 1, 2015	\$450,000
After June 30, 2015 and before July 1, 2016	\$280,000
After June 30, 2016 and before July 1, 2017	\$140,000
After June 30, 2017	None

Acceptance by the University of such payment will constitute full settlement of any claim that the University might otherwise assert against Employee or any third party arising out of this Agreement, or Employee's employment with the University.

C. Notwithstanding anything to the contrary herein, Employee's payment obligation under the foregoing paragraph B will not apply (i) on and after July 1, 2015, if the University has not exercised the Extension Option, or (ii) during the one (1) year period following the termination (for any reason) of Doug Baker's employment as President.

D. It is agreed that the provisions in this paragraph and elsewhere in this Agreement are fair and equitable and shall be considered neither a penalty nor a punishment.

Termination for University's Convenience.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

The University may terminate the employment of Employee without Cause, at any time, by providing ninety (90) days' written notice to Employee. In the event that the University exercises this right, then in addition to the payment of any salary, performance incentives, or benefits earned or accrued through the effective date of termination, it shall be responsible to continue payment of Employee's Base Salary at the rate then in effect through the remainder of the Initial Term, including any Option. Subject to federal law, state law and University regulation and policy, if Employee elects to continue coverage for himself, his spouse and/or eligible dependents under the University's group health plan, subject to and in accordance with federal law, then the University shall waive premiums that otherwise would have been required by Employee to the extent in excess of the amount the contributions that Employee would have been required to pay for coverage as its Director of Athletics. Employee will exercise reasonable diligence and efforts to obtain comparable employment, such as employment as a NCAA Division I athletic director, as soon as reasonably possible after such termination by the University to mitigate the University's obligation hereunder and the University's obligation hereunder shall be reduced by the Employee's gross earnings from such position during the remainder of the Term.

Limitation of Damages for Terminations.

Except for automatic terminations defined in Article X of this Agreement, in the event of a termination by the University, with or without Cause, damages which may be assessed against the University (or anyone connected with the University) shall not include loss of any collateral business opportunity, or of extra compensation (regardless of source) or any other benefits (whether contemplated by this Agreement or not) from any source outside the University. Nothing herein shall be deemed to be an acknowledgement that any damages whatsoever are available in the event the termination is for Cause. Each party agrees to waive and hereby does waive any claim to punitive damages in connection with this Agreement. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, sport camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the University's termination of this Agreement.

Without limitation, the University agrees that Employee may terminate this Agreement (without penalty or any damages whatsoever) in the event the University materially breaches this Agreement and fails to cure such material breach within thirty (30) days of its receipt of written notice thereof from or on behalf of Employee.

ARTICLE X - CONFIDENTIALITY

This Employment Agreement is between the University and Employee and it cancels, replaces, and supersedes any and all prior employment agreements between these two parties. The parties agree to keep the terms and conditions of this Employment Agreement confidential and to refrain from disclosing the terms and conditions of this Employment Agreement without the advance permission of the other party, unless disclosure is required by law.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

Furthermore, it is understood and agreed that disagreements between the parties over any term or condition of this Employment Agreement shall be treated confidentially and that the parties and their representatives shall not publicize to third persons, other than immediate family or those participating directly in negotiations over the matter, the fact of a disagreement or its submission to arbitration. The parties further agree that they will not give access to or otherwise distribute this Agreement to anyone without prior written consent of the party hereto. These confidentiality obligations shall not limit either party from fully availing itself to the courts of the state of Illinois and the United States of America.

ARTICLE XI – MISCELLANEOUS

A. Tenure.

Pursuant to University Regulations, Athletic Directors are not eligible for tenure, nor is there any expectation of continuing employment or re-appointment other than that which might be set forth in this Employment Agreement or any written modifications hereto.

B. Entire Agreement: Amendments.

This Employment Agreement constitutes the full and complete understanding of the parties with respect to Employee's employment as Director of Athletics and supersedes all prior understandings, either written or oral, between the parties. This Agreement may be amended only in writing, except for increases in pay or benefits, which may be accomplished without the necessity of written modification or amendment.

C. Severability.

If any provision of this Employment Agreement is judicially found to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, if necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid, mutually binding and enforceable.

D. No Waiver of Default.

No waiver by either party of any default or breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or other covenant, term or condition contained herein.

E. University to Retain All Materials and Records.

All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by the University or developed by Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole confidential property of the University.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

F. Employer's Legal Immunities and Defenses.

Nothing in this Employment Agreement shall be construed to constitute a waiver or relinquishment by the University, the Board of Trustees, or the State of Illinois or their respective officers, employees, or agents of their right to claim such exemptions, defenses, privileges and immunities from lawsuits as may be provided by state or federal law.

G. Notices. All notices, requests, demands, and other communications permitted or required by this Agreement will be in writing, and either delivered in person; sent by overnight delivery service providing receipt of delivery; or mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other party. Any notice sent by hand delivery or by overnight courier will be deemed to have been received on the date of such delivery. Any notice sent by mail will be deemed to have been received on the third business day after the notice will have been deposited in the mail. All such notices and communications, unless otherwise designated in writing, will be sent to:

To the Employee: Associate Vice President/
Director of Athletics
Northern Illinois University
Convocation Center
DeKalb IL 60115

To the University: The President
Northern Illinois
University Altgeld Hall
300 DeKalb, IL 60115

With copy to: Vice President and General
Counsel Northern Illinois
University Altgeld Hall 330

ARTICLE XII - MERGER AND AMENDMENT

The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the parties.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

ARTICLE XIII - GOVERNING LAW

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Illinois.

ARTICLE XIV - ACKNOWLEDGEMENT

The parties acknowledge that they have read and understand the provisions of this Employment Agreement and that such provisions are enforceable and all agree to abide by the terms and conditions set forth herein. Employee also acknowledges that Employee has been informed of Employee's right to have this Employment Agreement reviewed by an attorney of Employee's choice.

Please indicate Employee's agreement with these terms and conditions by signing and dating three copies of this Employment Agreement and returning them.



**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

By 
Dr. Douglas D. Baker
President

Date 6/27/14

By 
Bill Nicklas
Vice President, Operations & Community Relations

Date 6/27/14

Approved as to legal form: 
By 
Jerry D. Blakemore
Vice President and General Counsel

Date 6/27/14

SEAN FRAZIER

By 

Date 7/1/14

**FIRST AMENDMENT TO DIRECTOR OF ATHLETICS EMPLOYMENT
AGREEMENT**

THIS FIRST AMENDMENT TO DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT (“First Amendment”) is made by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY (“University” or “NIU”) and SEAN FRAZIER (“Employee”; together with the University, “the Parties”).

WHEREAS, the University and the Employee entered into a Director of Athletics Employment Agreement (“Agreement”) effective on August 1, 2013; and

WHEREAS, the University and the Employee wish to amend said Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the University and the Employee agree as follows:

1. ARTICLE II of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

ARTICLE II - TERM

A. Initial Term.

Subject to earlier termination pursuant to the terms and conditions of Article X of this Agreement, the term of this Agreement (“Term”) shall begin on the Effective Date and continue for a period of approximately eight (8) years, through June 30, 2021 (“Initial Term”). The Term shall also include, if applicable, an “Option Term” (described below) that succeeds the Initial Term.

B. Option Term.

The University shall have the option, exercisable at the discretion of the University’s President by providing written notice to Employee during the two (2) month period beginning July 1, 2018 and ending August 31, 2018, to extend the Initial Term for an additional two (2) years through June 30, 2023 (“Extension Option” or “Option”) on terms and conditions no less favorable to Employee than those in effect as of the exercise of the Option (“Option Term”).

2. ARTICLE IV(A) of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

A. Base Salary.

Effective August 1, 2013, Employee shall be entitled to a salary (the "Base Salary") for duties performed by Employee under this Agreement at the annual rate of \$280,000.00, payable semi-monthly in equal installments. Subject to the availability of State of Illinois appropriations and/or other funds as determined by the President, effective July 1, 2016, Employee shall be entitled to a Base Salary at the annual rate of \$299,999.00, payable semi-monthly in equal installments. The

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

Base Salary will be increased periodically during the Term, subject to and consistent with policies and procedures applicable to Associate Vice Presidents of the University.

In the event that the State of Illinois fails to make such funds available at the levels required under this Agreement, the University agrees that it shall offer Employee the option to continue as Director of Athletics at the salary level reasonably determined by the President. In the event Employee elects not to continue at the determined level, Employee shall be permitted to terminate this Agreement upon written notice to the University (without any obligation to pay the amount that might otherwise be required to be paid by Employee pursuant to Article X hereof as a result of resigning employment).

3. Effective July 1, 2016, the first sentence of Article IV(C) shall be deleted in its entirety, and the following shall be substituted in its place:

Subject to the approval of the President of the University ("President") of the achievement of incentives as further described below (such approval not to be unreasonably withheld, delayed, or conditioned), Employee is eligible to receive compensation in addition to the Base Salary in accordance with the incentives below for each fiscal year of the University during the Term (beginning with the fiscal year ending June 30, 2017) resulting from the achievement of one or more of the Academic, Revenue Generation, Fund-raising, and/or Competition performance goals set forth in this Article IV(C), in the amount prescribed for each such goal.

4. Effective July 1, 2016, sub-paragraph (1) of Article IV(C) of the Agreement, setting forth the terms and conditions of academic performance incentives, shall be deleted in its entirety, and the following shall be substituted in its place:

1. Academics.

a. For each full academic year all Program teams have a combined multi-year Academic Progress Rate ("APR") as defined by the NCAA of 980 or above, Employee will receive \$10,000.00. Employee will also be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee no later than June 30 of the current academic year.

b. For each full academic year the University attains the highest overall six-year Graduation Success Rate ("GSR") as reported by the NCAA for institutions in the MAC (or subsequent conference), Employee will receive \$10,000.00. Employee will receive \$5,000.00 if the University finishes in the top third of the MAC conference related to GSR.

Employee will also be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee not later

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

than June 30 of the current academic year if the institution finishes in the top third. Employee will be provided a pool of \$5,000.00 to distribute to administrative staff employees at the discretion of the Employee not later than June 30 of the current academic year if the institution finishes first.

c. Notwithstanding anything to the contrary in this Article IV(C), the APR and GSR bonuses described in (a) and (b) above will not be due and payable until thirty (30) days after the date that the APR or GSR score, as the case may be, is released to the public by the NCAA ("Publication Date"). In the event that Employee is not employed as Director of Athletics as of the Publication Date, solely as a result of a termination by the University for Cause or due termination by Employee (other than pursuant to Article IV(A)), Employee will forfeit the applicable bonus.

5. ARTICLE IV(D) of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

D. Retention Bonus.

As an incentive and inducement for Employee to remain as Director of Athletics through the Initial Term, then in addition to the compensation and benefits described in Paragraphs (A) - (C) of this Article IV, the University will pay Employee the sum of \$20,000 for each fiscal year that Employee served as Director of Athletics as of June 30, 2018 ("Vesting Date 1"), for a total amount not to exceed \$100,000. The retention bonus earned by Employee shall be paid by the University not later than March 15, 2019. Additionally the University will pay Employee the sum of \$20,000 for each fiscal year that Employee served as Director of Athletics from July 1, 2019 through June 30, 2021 ("Vesting Date 2"), for a total amount not to exceed \$60,000. The retention bonus earned by Employee shall be paid by the University not later than March 15, 2022. Provided, always, if before any Vesting Date, Employee is no longer serving as Director of Athletics as a result of an "accelerated vesting date" as defined below, then Employee (or his legal representative, if applicable) shall be entitled to receive, not later than March 15 immediately following the calendar year in which the accelerated vesting date occurs, an amount representing the accrued portion of the retention bonus (*i.e.*, \$20,000 for each fiscal year of employment completed by Employee as Director of Athletics, plus a pro-rated amount thereof for any partial fiscal year based on the number of full months of service completed by Employee in that capacity during the fiscal year). For purposes hereof, an "accelerated vesting date" means (i) the effective date of the termination of Employee's employment by the University for its convenience in accordance with ARTICLE X, (ii) the date of Employee's death, (iii) the effective date of the termination of employment on account of a permanent disability in accordance with ARTICLE X, (iv) the effective date of the reassignment of Employee pursuant to ARTICLE VII hereof, or (v) the effective date of the termination of Employee's employment pursuant to an election to terminate the Agreement for the reason set forth in ARTICLE IV, Paragraph A.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

6. ARTICLE V(A) of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Automobile. The University will use best efforts to obtain a courtesy automobile from a local dealership for the use of Employee during the Term. The business and personal use of the automobile will be reported not less than quarterly to the University. The value of Employee's personal use of such automobile will be determined and reported as income of Employee in accordance with federal tax law. In the event the University fails to provide such a courtesy automobile, it shall pay Employee an additional monthly car stipend equivalent to that which would be payable to the head coach of the University's intercollegiate football and men's basketball head coaches (whichever is greater).

Effective July 1, 2016, all previous Agreement provisions related to the Employee's automobile are superseded by the following provisions. Starting July 1, 2016, the University will provide an automobile stipend for the use of the Employee in the amount of \$620 per month payable bi-monthly. Employee is required on an annual basis to provide proof of a current valid driver's license and certify personal insurance requirements as required by the University. Employee is responsible for determining what, if any, professional or personal use of such automobile stipend will be subject to Internal Revenue Service guidelines and associated reporting requirements.

7. ARTICLE V(D) of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

D. Development Budget. The University recognizes the critical role that Employee plays in the financial development activities of the University and that Employee will incur expenses related thereto including, but not limited to, travel, entertainment, and other development costs in conjunction with Employee's duties as Director of Athletics. Subject to the availability of Northern Illinois University Foundation funds, reimbursement for Employee's development expenses shall be made by the Foundation in accordance with all University rules and procedures as well as Foundation rules, procedures, and executive oversight authority, as applicable. Consistent with Foundation policy, proper accounting and receipts must be provided, and all expenditures are ultimately subject to the approval of the President of the Foundation or designee (not to be unreasonably withheld, delayed, or conditioned). The annual development budget shall not be less than \$20,000.00 for each fiscal year during the Term.

8. The section titled **Termination by Employee** of Article X of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Termination by Employee.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

The Employee recognizes and accepts that his promise to work for the University for the entire term of this multi-year Agreement is the essence of this Agreement with the University.

The Employee also recognizes that the University is making a highly valuable investment in the Employee's continued employment by entering into this Agreement and that its investment would be lost were the Employee to resign or otherwise terminate his employment with the University prior to fulfilling the terms of this Agreement. While recognizing these agreements and this entire Agreement, the parties agree that the Employee may, nevertheless, voluntarily terminate his employment under this Agreement prior to the expiration of the Term, in which case Employee shall not be entitled to the payment of any salary, performance incentives, benefits or damages beyond the effective date of said resignation (except for amounts earned, accrued, or due prior to such date), but only upon the following terms and conditions:

- A. Should another coaching or administrative opportunity be presented to Employee or should Employee be interested in another coaching or administrative position at a NCAA member institution or professional team or league during this Agreement, the Employee must notify the President of such opportunity or interest in writing before any discussions can be held by the Employee with the anticipated administrative or coaching-position principals.
- B. If the Employee chooses to resign as Director of Athletics to accept another coaching or administrative position at a NCAA member institution or professional team or league before completion of the Initial Term, the University would sustain losses or incur expenses including, but not limited to, the cost of a search for his replacement, a loss to the continuity and/or success of Intercollegiate Athletics, and a loss to the University's reputation. It is acknowledged that it is difficult, if not impossible, to determine the exact actual damages and, therefore, except as otherwise provided in paragraph C below, if Employee terminates this Agreement at any time prior to June 30, 2021 to accept coaching or administrative employment with another NCAA member institution or professional team or league, the Employee, as a repayment of compensation, perquisites and benefits previously paid to him under the premise that he would fulfill the Initial Term, will pay (or cause another to pay) to the University in a lump sum within 90 days of the effective date of Employee's resignation a sum equal to the applicable amount specified in this paragraph. This payment will uncontestably and undisputably be as liquidated damages, in lieu of all other damages, and not as a penalty.

The lump sum amount payable to the University pursuant to this paragraph B shall be determined in accordance with the following schedule:

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

Resignation Occurs...	Amount
On or before June 30, 2014	\$500,000
After June 30, 2014 and before July 1, 2015	\$450,000
After June 30, 2015 and before July 1, 2016	\$0
After June 30, 2016 and before July 1, 2017	\$150,000
After June 30, 2017 and before July 1, 2018	\$150,000
After June 30, 2018 and before July 1, 2019	\$100,000
After June 30, 2019 and before July 1, 2020	\$100,000
After June 30, 2020	\$50,000

Acceptance by the University of such payment will constitute full settlement of any claim that the University might otherwise assert against Employee or any third party arising out of this Agreement, or Employee's employment with the University.

C. Intentionally Omitted.

D. It is agreed that the provisions in this paragraph and elsewhere in this Agreement are fair and equitable and shall be considered neither a penalty nor a punishment.

In all other respects the terms and conditions of that certain Agreement shall remain in full force and effect.

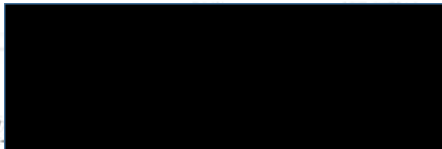
DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

SEAN FRAZIER

By 

By 

Dr. Douglas D. Baker
President

Date 7/25/16

Date 7/25/16

By 

Alan D. Phillips
Vice President, Administration and Finance

Date 7/29/16

Approved as to legal form:

By 

Jerry D. Blakemore
Vice President and General Counsel

Date 7/25/16

**SECOND AMENDMENT TO DIRECTOR OF ATHLETICS EMPLOYMENT
AGREEMENT**

THIS SECOND AMENDMENT TO DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT (“Second Amendment”) is made by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY (“University” or “NIU”) and SEAN FRAZIER (“Employee”; together with the University, “the Parties”).

WHEREAS, the University and the Employee entered into a Director of Athletics Employment Agreement (“Agreement”) effective on August 1, 2013; and

WHEREAS, the University and the Employee entered into a First Amendment to Director of Athletics Employment Agreement (“First Amendment”) last signed by the Parties on July 25, 2016; and

WHEREAS, the University and the Employee wish to further amend said Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the University and the Employee agree as follows:

1. ARTICLE II of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

ARTICLE II - TERM

Subject to earlier termination pursuant to the terms and conditions of Article X of this Agreement, the term of this Agreement (“Term”) shall begin on the Effective Date and continue through June 30, 2023.

2. ARTICLE III of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

ARTICLE III - DUTIES AND RESPONSIBILITIES

As Director of Athletics, Employee shall have the responsibility for the planning, supervision and coordination of all aspects of the Program, including but not limited to:

1. Making recommendations to the NIU Administration regarding the employment and salary of all Program personnel;
2. The assignment of duties and supervision of all Program personnel; and
3. Planning, supervising, and coordinating the budget, fund-raising, student-athlete success and public relations activities for the Program.

Employee shall also perform such other duties and responsibilities as may be assigned from time-to-time by the University President that are customary for the role of Athletics Director of an NCAA Division I athletics program.

Employee further agrees to diligently seek to abide by, to comply with, and to cause the University's athletic programs, coaches, student-athletes and other

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

Athletic Department personnel to abide by and comply with the *Constitution, Bylaws*, and interpretations of the National Collegiate Athletic Association ("NCAA") and the Mid-American Conference ("MAC"), as well as all NCAA, MAC (and/or any future Conference) and University rules, regulations, policies, procedures and agreements relating to the conduct and administration of the Program, as now constituted or as any of the same may be amended during the Term. In the event that Employee becomes aware or reasonably believes that material violations of such *Constitution, Bylaws*, interpretations, rules or regulations have taken place, Employee shall report the same promptly to the University President or the President's designee.

Employee agrees that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case. Employee understands and agrees that if Employee is found in violation of NCAA regulations, Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment. Full cooperation by Employee includes, but is not limited to, (i) affirmatively reporting instances of noncompliance to the NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof; (ii) timely participation in interviews and providing complete and truthful responses; (iii) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; (iv) disclosing and providing access to all electronic devices used in any way for business purposes; (v) providing access to all social media, messaging and other applications that are or may be relevant to the investigation, to the extent permitted by Illinois law (820 ILCS 55/); and (vi) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

Employee recognizes that his statements about the University and its senior administrators are often publicized and he agrees to use reasonable efforts to keep positive and constructive in tone and substance any public comments he makes about University policies or actions taken by senior administrators during the Term.

Employee agrees to seek to comply with all Federal and State laws such as, but not limited to, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") and Title IX of the Education Amendments of 1972 ("Title IX"). The Parties acknowledge that Employee, faculty advisors and all coaches at the University are considered as "Campus Security Authorities" ("CSAs") and as such Employee shall perform duties consistent with that title including the prescribed training and requirement of reporting certain crimes, including but not limited to acts of sexual misconduct involving University personnel and/or students.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

3. ARTICLE IV(D) of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

D. Retention Bonus.

As an incentive and inducement for Employee to remain as Director of Athletics through the Term, then in addition to the compensation and benefits described in Paragraphs (A) - (C) of this Article IV, the University will pay Employee the sum of \$20,000 for each fiscal year that Employee served as Director of Athletics as of June 30, 2018 (“Vesting Date 1”), for a total amount not to exceed \$100,000. The retention bonus earned by Employee shall be paid by the University not later than March 15, 2019. Additionally the University will pay Employee the sum of \$20,000 for each fiscal year that Employee served as Director of Athletics from July 1, 2019 through June 30, 2021 (“Vesting Date 2”), for a total amount not to exceed \$60,000. The retention bonus earned by Employee as of Vesting Date 2 shall be paid by the University not later than March 15, 2022. Additionally the University will pay Employee the sum of \$20,000 for each fiscal year that Employee served as Director of Athletics from July 1, 2021 through June 30, 2023 (“Vesting Date 3”), for a total amount not to exceed \$40,000. The retention bonus earned by Employee as of Vesting Date 3 shall be paid by the University not later than March 15, 2024. Provided, always, if before any Vesting Date, Employee is no longer serving as Director of Athletics as a result of an “accelerated vesting date” as defined below, then Employee (or his legal representative, if applicable) shall be entitled to receive, not later than March 15 immediately following the calendar year in which the accelerated vesting date occurs, an amount representing the accrued portion of the retention bonus (*i.e.*, \$20,000 for each fiscal year of employment completed by Employee as Director of Athletics, plus a pro-rated amount thereof for any partial fiscal year based on the number of full months of service completed by Employee in that capacity during the fiscal year). For purposes hereof, an “accelerated vesting date” means (i) the effective date of the termination of Employee’s employment by the University for its convenience in accordance with ARTICLE X, (ii) the date of Employee’s death, (iii) the effective date of the termination of employment on account of a permanent disability in accordance with ARTICLE X, (iv) the effective date of the reassignment of Employee pursuant to ARTICLE VII hereof, or (v) the effective date of the termination of Employee’s employment pursuant to an election to terminate the Agreement for the reason set forth in ARTICLE IV, Paragraph A.

4. The section titled **Termination by Employee** of ARTICLE X of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Termination by Employee.

The Employee recognizes and accepts that his promise to work for the University for the entire term of this multi-year Agreement is the essence of this Agreement with the University.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

The Employee also recognizes that the University is making a highly valuable investment in the Employee's continued employment by entering into this Agreement and that its investment would be lost were the Employee to resign or otherwise terminate his employment with the University prior to fulfilling the terms of this Agreement. While recognizing these agreements and this entire Agreement, the parties agree that the Employee may, nevertheless, voluntarily terminate his employment under this Agreement prior to the expiration of the Term, in which case Employee shall not be entitled to the payment of any salary, performance incentives, benefits or damages beyond the effective date of said resignation (except for amounts earned, accrued, or due prior to such date), but only upon the following terms and conditions:

A. Should another coaching or administrative opportunity be presented to Employee or should Employee be interested in another coaching or administrative position at a NCAA member institution or professional team or league during this Agreement, the Employee must notify the President of such opportunity or interest in writing before any discussions can be held by the Employee with the anticipated administrative or coaching-position principals.

B. If the Employee chooses to resign as Director of Athletics to accept another coaching or administrative position at a NCAA member institution or professional team or league before completion of the Term, the University would sustain losses or incur expenses including, but not limited to, the cost of a search for his replacement, a loss to the continuity and/or success of Intercollegiate Athletics, and a loss to the University's reputation. It is acknowledged that it is difficult, if not impossible, to determine the exact actual damages and, therefore, except as otherwise provided in paragraph C below, if Employee terminates this Agreement at any time prior to June 30, 2023 to accept coaching or administrative employment with another NCAA member institution or professional team or league, the Employee, as a repayment of compensation, perquisites and benefits previously paid to him under the premise that he would fulfill the Term, will pay (or cause another to pay) to the University in a lump sum within 90 days of the effective date of Employee's resignation a sum equal to the applicable amount specified in this paragraph. This payment will uncontestably and undisputably be as liquidated damages, in lieu of all other damages, and not as a penalty.

The lump sum amount payable to the University pursuant to this paragraph B shall be determined in accordance with the following schedule:

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

Resignation Occurs...	Amount
On or before June 30, 2014	\$500,000
After June 30, 2014 and before July 1, 2015	\$450,000
After June 30, 2015 and before July 1, 2016	\$0
After June 30, 2016 and before July 1, 2017	\$150,000
After June 30, 2017 and before July 1, 2018	\$150,000
After June 30, 2018 and before July 1, 2019	\$100,000
After June 30, 2019 and before July 1, 2020	\$100,000
After June 30, 2020 and before July 1, 2021	\$50,000
After June 30, 2021 and before July 1, 2022	\$50,000
After June 30, 2022 and before July 1, 2023	\$50,000

Acceptance by the University of such payment will constitute full settlement of any claim that the University might otherwise assert against Employee or any third party arising out of this Agreement, or Employee's employment with the University.

C. Intentionally Omitted.

D. It is agreed that the provisions in this paragraph and elsewhere in this Agreement are fair and equitable and shall be considered neither a penalty nor a punishment.

5. The section titled **Termination for University's Convenience** of ARTICLE X of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Termination for University's Convenience.

The University may terminate the employment of Employee without Cause, at any time, by providing ninety (90) days' written notice to Employee. In the event that the University exercises this right, then in addition to the payment of any salary, performance incentives, or benefits earned or accrued through the effective date of termination, it shall be responsible to continue payment of Employee's Base Salary at the rate then in effect through the remainder of the Term. Subject to federal law, state law and University regulation and policy, if Employee elects to continue coverage for himself, his spouse and/or eligible dependents under the University's group health plan, subject to and in accordance with federal law, then the University shall waive premiums that otherwise would have been required by Employee to the extent in excess of the amount the contributions that Employee would have been required to pay for coverage as its Director of Athletics. Employee will exercise reasonable diligence and efforts to obtain comparable employment, such as employment as a NCAA Division I athletic director, as soon as reasonably possible after such termination by the University to mitigate the University's obligation hereunder and the University's obligation hereunder shall be reduced by the Employee's gross earnings from such position during the remainder of the Term.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

In all other respects the terms and conditions of that certain Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

SEAN FRAZIER

By

Dr. Lisa C. Freeman
President

By

Date

11/28/2018

Date

12/3/2018