



Northern Illinois University Huskies

Intercollegiate Athletics
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ADMINISTRATION

NORTHERN ILLINOIS UNIVERSITY FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

ARTICLE I - PURPOSE

The BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("University" or "NIU") and THOMAS HAMMOCK ("Employee" or "Coach") have entered into this Football Head Coach Employment Agreement ("Employment Agreement" or "Agreement") because the University desires to hire the Employee subject to state law and University regulations and the Employee desires to serve as Head Coach of the Football Team and to serve the entire term of this Employment Agreement. Both parties acknowledge that a long-term commitment by the University and the Employee is critical to the University's desire to operate a stable athletics program. The University and the Employee agree that head coaches of intercollegiate athletic teams at the University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances and individual academic achievement by the public and the media and controlled by external rules and regulations.

Furthermore, the University is committed to the academic as well as athletic success of its student-athletes and as such requires that its intercollegiate sports program including its coaches are evaluated on the academic success of the student-athletes as well as the individual team success and long term impact of the program. These circumstances justify a commitment to employment by the Employee and the University for periods longer than one year but less than a continuous appointment. The Employee is committed to the University's goals concerning academic and intercollegiate success of the University and desires to obtain employment with the University, subject to the terms as they are set forth in this Employment Agreement. For these reasons, the University has agreed to employ the Employee and the Employee has agreed to be employed by the University.

ARTICLE II - TERM

Subject to the terms and conditions of this Employment Agreement, the University will employ the Employee as head coach for the intercollegiate football program for the period beginning November 8, 2021, and ending June 30, 2027 ("Term"). The Term is not subject to automatic renewal, except should one of the following events occur:

- (i) If the current Vice President and Director of Athletics and Recreation ("Director of Athletics"), Sean T. Frazier ("Vice President Frazier"), leaves the employment of NIU prior to June 30, 2027, and the Term has not otherwise been amended or terminated, then as of the date Vice President Frazier's employment with the University is terminated, the Term shall

automatically be extended by one year beginning July 1, 2027, and ending June 30, 2028, unless as otherwise prohibited by law;

or

(ii) If the Term has not otherwise been automatically extended already that fiscal year due to section (i) above, each time the University Football team wins either the Mid-American Conference ("MAC") (or subsequent conference to which the University Football team belongs) Championship or a bowl game in any given year while the Employee is Head Coach, the Term shall automatically be extended by one year, unless as otherwise prohibited by law. For clarity, if the University Football team wins both the MAC Championship and a bowl game in a given year, the maximum extension of the Term is one year.

Upon either of the occurrences listed in (i) and (ii) above, each one-year renewal period shall be referred to as an "Extension Year." Unless otherwise agreed to in writing by the University and the Employee, the terms and conditions of the Employee's employment during an Extension Year shall be on the terms and conditions as set forth in this Agreement. The Term of this Agreement shall include the original Term plus any Extension Year that transpires pursuant to this paragraph. Terms and conditions related to employment as provided within this Agreement cease upon completion of the Term. Subsequent contracts will require completion of a new written agreement executed by all parties.

The parties acknowledge that the University, as an agency of the State of Illinois, cannot legally obligate funds beyond the end of the current fiscal year. After that date, the understandings set forth in this Agreement are subject to the continuation of appropriations by the Illinois General Assembly for those operations of the University with which Employee will be involved and/or the funding available for Intercollegiate Athletics at 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 Football Head Coach at the salary level determined by the Director of Athletics ("Adjusted Base Salary"). From the time Employee initially accepts the Adjusted Base Salary through forty-five (45) days following the Employee's first football season after first being employed at the Adjusted Base Salary amount, if Employee elects not to continue at the Adjusted Base Salary amount, Employee shall be permitted to terminate this Agreement upon written notice to the University, and notwithstanding anything to the contrary contained herein, Employee shall not be required to pay the liquidated damages indicated in Article VII(B)(3) of this Agreement. Furthermore, the University agrees that in such an event, it shall not offer the position of Football Head Coach to any individual at a salary that exceeds the Adjusted Base Salary amount. Any time after Forty-five (45) days following the Employee's first season after first being employed at the Adjusted Base Salary amount, if Employee elects not to continue at the Adjusted Base Salary amount, then the Employee shall be required to pay or cause to be paid to the University 75% of the remaining Adjusted Base Salary for the current contract year, 35% of the Adjusted Base Salary for the immediately following contract year and 35% of the Adjusted Base Salary for each of the contract year(s) remaining in the Term within ninety (90) days of employment termination. This payment will uncontestably and indisputably be as liquidated damages, in lieu of all

other damages, and not as a penalty. "Contract Year" as used in this paragraph is defined to mean November 8, 2021 through June 30, 2022, and subsequently each twelve (12) month period commencing every July 1 and ending the following June 30.

The Employee will be contractually classified as a "Supportive Professional Staff" ("SPS") employee in the University system for human resources administration, with appropriately related employee benefits and privileges. Any salary increases for SPS employees in the Department of Intercollegiate Athletics are determined each year by the Director of Athletics and are contingent upon the availability of funds and the approval of the President or designee (it being agreed that Employee compensation will never be lowered by such determination, and can only be kept at the same level or raised).

Employee will be eligible to receive the customary and ordinary fringe benefits available to all SPS employees at the University and will be subject to all legal withholdings or deductions required by state or federal law or regulation. Employee shall follow Intercollegiate Athletics guidelines for requesting and documenting personal time used, such as vacation time or sick time. All vacation time used is subject to the approval of the Director of Athletics, and shall be arranged with due regard for the operating schedule of the intercollegiate football program (e.g. primarily using vacation time during the off-season). Such approval, however, shall not be unreasonably withheld or delayed.

ARTICLE III - DUTIES AND RESPONSIBILITIES

A. General Duties.

The Employee is hereby employed by the University as Football Head Coach. Throughout the term of this Employment Agreement, the Employee shall use the Employee's best full-time, professional energies and abilities for the exclusive benefit of the University.

In the position as Football Head Coach, Employee will be responsible for relevant budget, scheduling, and the recruiting, training, supervision, and evaluation of student-athletes and coaching staff. Employee duties will also include contacts with the media, alumni, and civic groups and utilizing Employee's best efforts to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community, the State of Illinois and throughout the MAC region (and/or subsequent conference to which the University Football team belongs).

During the period in which the University employs Employee as Football Head Coach, Employee agrees to undertake and perform all duties and responsibilities reasonably attendant to the position of a Division I Football Head Coach as set forth in this Agreement. Employee further agrees to abide by and to comply with the Constitution, Bylaws, and interpretations of the National Collegiate Athletic Association ("NCAA") and MAC (and/or any subsequent conference to which the University Football team belongs), as well as all NCAA and MAC (and/or any subsequent conference to which the University Football team belongs) and University rules and regulations relating to the conduct and administration of the program, including but not limited to recruiting rules, as now constituted or as any of the same may be amended during the term hereof.

In the event that Employee becomes aware that violations of such constitution, bylaws, interpretations, rules or regulations have taken place, Employee shall report the same promptly to the Director of Athletics or designee, or the University's Ethics and Compliance Officer. The Employee agrees that the Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, and to fully cooperate with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel, and the Infractions Appeals Committee. This obligation also includes complying with the independent accountability resolution process. Full cooperation by the 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 participating 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/); (vi) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions; and (vii) instructing legal counsel and/or other representatives to also cooperate fully. (see NCAA Bylaw 19.2.3)

The Employee acknowledges that the Employee is responsible for the actions of all institutional staff members who report, directly or indirectly, to the Employee. Furthermore, the Employee is expected to promote an atmosphere of compliance within the intercollegiate football program and monitor the activities of all institutional staff members involved with the intercollegiate football program who report, directly or indirectly, to the Employee (NCAA Bylaw 11.1.1.1).

The Employee agrees to be a loyal employee of the University. The Employee agrees to devote the Employee's diligent, professional efforts full time to the performance of duties for the University, to give proper time and attention to furthering the Employee's responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University. The Employee recognizes that statements about the University and its administrators are often publicized and agrees to use the Employee's best efforts to keep positive and constructive in tone and substance any public comments the Employee makes about University policies or actions taken by senior administrators.

The Employee also agrees that notwithstanding the provisions of Article V of this Agreement, during the Term, the Employee will not engage, directly or indirectly, in any business which would unreasonably detract from or conflict with the Employee's ability to apply the Employee's best efforts to the performance of the Employee's duties hereunder. The Employee also agrees not to usurp any corporate opportunities of the University. The Employee agrees to adhere to, to respect and to follow the academic eligibility standards of prospective and current student-athletes for the program. Employee agrees to work in good faith to ensure that all academic standards, requirements and policies of the University are observed by the Employee and members of the Employee's staff, including, but not limited to, assistant coaches, at all times, in collaboration with and with the assistance of University.

The Employee agrees 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 the Director of Athletics, faculty advisors and all coaches at the University are considered as "Campus Security Authorities" and as such, the Employee shall perform duties consistent with that title, including, but not limited to, the prescribed training by the University and/or other entities and requirement of reporting certain crimes, including but not limited to acts of sexual misconduct involving University personnel and/or students. Failure to abide by such legally required reporting obligations may result in disciplinary action up to and including suspension without pay or termination of employment.

The Employee agrees to comply with the University's Policy on Relationships between University Employees and Students, and any other applicable University or Intercollegiate Athletics policies and guidelines pertaining to the same subject. Consensual romantic relationships are defined as "any dating, romantic, amorous and/or sexual relationships between consenting employees and adult college students currently enrolled" at the University. The University's Policy on Relationships between University Employees and Students states that "a University employee should not be romantically or sexually involved with a student whom he or she teaches, advises, coaches, or supervises in any way" (Division of Academic Affairs, Academic Policies and Procedures 2010, Section II, Item 24).

B. Specific Responsibilities.

The specific responsibilities of the Football Head Coach include but are not limited to the following:

1. Supervise assistant coaches and the Assistant Athletic Director - Director of Football Operations ("Director of Football Operations"), including good faith efforts to ensure compliance by such individuals with MAC (or subsequent conference to which the University Football team belongs), NCAA, University, State and federal laws, rules and regulations¹;
2. Participate in the instruction and coaching of student-athletes;
3. Determine recruiting schedules for all Football prospective student-athletes;
4. Schedule and scout upcoming opponents;
5. Recruit and interview prospective student-athletes, their parents/guardians and coaches;

¹ University shall provide Employee with applicable support and assistance from appropriate University units (e.g. Compliance, Human Resource Services, Office of General Counsel) that is also available to other supervisors within the Division of Intercollegiate Athletics

6. In collaboration with University Athletics administrative officials, contact and be reasonably responsive to media, alumni and civic groups and appear on regularly scheduled broadcasts in conjunction with any multi-media rights agreement applicable to the University;
7. Make reasonable effort to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community;
8. Keep positive and constructive in tone and substance in public statements about the athletic program and the University (this shall not preclude the Employee from offering constructive criticism intended to motivate student-athletes and/or football staff members);
9. Make reasonable efforts, working in cooperation with and support of the University's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met, in accordance with the policies and procedures of the University's Student-Athlete Academic Support Services unit;
10. Use best efforts to promote the physical, mental, and emotional health and well-being of student-athletes and staff involved with the Football team;
11. Use best efforts to maintain and enforce good conduct by student-athletes, and to enforce disciplinary rules and sanctions fairly and uniformly for all student-athletes on the Football team;
12. Assist in fund-raising efforts and events as requested by the University (in accordance with Article IV(C) of this Agreement);
13. Assist in the creation and management of the sport operating budget;
14. Schedule contests to comply with departmental and conference scheduling regulations; and
15. Other duties as assigned by the Director of Athletics or designee that are customary for the role of a Football Head Coach at the Division I level.

C. Reporting and Evaluation.

Employee shall report to the Director of Athletics or to such other person who might be reasonably designated by the Director of Athletics or the President of the University.

Prior to June 30 of each year, the Director of Athletics will evaluate and discuss Employee's performance. This evaluation will be conducted in the approximate same manner as the evaluations of other Head Coaches in the Department of Intercollegiate Athletics. This annual evaluation will take into account prior evaluations and the expectations and goals set for the Employee.

In addition, for each year Employee serves as Football Head Coach, Employee will be responsible for the evaluation of all assistant coaches and applicable direct support staff in the program.

On an annual basis, the allocation of a salary pool for assistant coaches ("Salary Pool") will be available for distribution as the Employee determines is in the best interest of the Football program and in a manner that is not arbitrary nor capricious, within the defined salary pool amounts as further described in this paragraph. Distribution of the Salary Pool to the assistant coach positions ("Salary Pool Employees") will be determined in consultation with the Director of Athletics. Beginning July 1, 2022, Salary Pool Employees shall include assistant coaches, the Director of Sports Performance - Football and the Director of Football Operations. Beginning July 1, 2022, and ending June 30, 2023, the Salary Pool will be \$1,336,556.00. Beginning July 1, 2022, and for all subsequent years of the Term, the Salary Pool will include ten (10) assistant coach salaries, one (1) Director of Sports Performance – Football salary and one (1) Director of Football Operations salary. Beginning July 1, 2023 and ending June 30, 2024, the Salary Pool will be \$1,421,378.00. Beginning July 1, 2024, and for all subsequent years of the Term unless otherwise increased by the Director of Athletics, the Salary Pool will be increased on an annual basis contingent upon the implementation of any salary increment program or incremental salary increase that the Board of Trustees and/or the University may offer University employees during the Term for which the Salary Pool Employees would otherwise be eligible. The distribution of the Salary Pool and the eligible positions of the Salary Pool may only be amended with the prior approval of the Director of Athletics. The Director of Athletics shall have ultimate discretion and approval regarding the employment of Salary Pool Employees.

D. Prohibited Activities.

Employee may not use the name or logo of Northern Illinois University in any endorsements or activities without the express prior written permission of the University, which written permission shall not be unreasonably withheld, delayed or conditioned. Employee shall comply with the requirements of the State Officials and Employees Ethics Act (5 ILCS 430/).

E. Outside Activities.

With respect to Employee's outside activities whether for additional compensation or not, and in accordance with applicable Board of Trustees Regulations, material activities external to the Employee's primary responsibilities shall not materially interfere with Employee's full and complete performance of duties as Football Head Coach or other duties reasonably assigned to Employee as a Division I Football Head Coach by the Director of Athletics or present a conflict of commitment. The parties acknowledge that Employee's primary obligations lie with the University and its students.

In no event shall Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate federal or State law or regulation, NCAA legislation or the constitution, bylaws, rules and regulations (or interpretations thereof) of the NCAA, as now exist or as they may be amended, or University policies and procedures. All such amendments automatically apply without written notifications and are incorporated herein and made a part of this Agreement.

ARTICLE IV - COMPENSATION

A. Annual Salary.

For the time period November 8, 2021, through June 30, 2022, the annual salary for duties performed by Employee under this Agreement is \$530,608.56 ("Annual Salary"), payable in monthly installments of \$44,217.38 (bi-monthly at \$22,108.69). The Annual Salary will be reviewed at least annually and may be adjusted as required by the legislature (but never at an amount lower than in prior year unless required by law) or increased as deemed appropriate by the University. All salary is subject to mandatory withholding deductions as required by applicable law. The Annual Salary shall be considered Employee's "Base Salary" for purposes of determining Employee's subsequent compensation as Football Head Coach.

Annual Salary for subsequent years of the Term will be as follows:

July 1, 2022 – June 30, 2023	\$541,220.88 (\$45,101.74/monthly, \$22,550.87/bi-monthly)
July 1, 2023 – June 30, 2024	\$552,045.36 (\$46,003.78/monthly, \$23,001.89/bi-monthly)
July 1, 2024 – June 30, 2025	\$583,086.48(\$48,590.54/ monthly, \$24,295.27/bi-monthly)
July 1, 2025 – June 30, 2026	\$603,086.64(\$50,257.22/ monthly, \$25,128.61/bi-monthly)
July 1, 2026 – June 30, 2027	\$623,086.80(\$51,923.90/monthly, \$25,961.95/bi-monthly)
July 1, 2027 – June 30, 2028	\$635,548.56 (\$52,962.38/monthly, \$26,481.19/bi-monthly*)

* Applies only if the Term of this Agreement is automatically extended pursuant to Article II

Beginning July 1, 2028, and on each subsequent July 1 of any Extension Year commenced due to the University Football team winning either the MAC Championship or a bowl game while the Employee is Head Coach pursuant to Article II, the Employee shall receive a two percent increase to Annual Salary from the previous year.

Employee may also earn whatever merit increases are granted by the Director of Athletics, with the approval of the President. Such increases will depend on availability of funds and the Department of Intercollegiate Athletics' priorities. Employee's compensation in the subsequent years of employment will also be subject to the review and evaluation of the Director of Athletics and available funding and the approval of the President (but never at an amount lower than in prior year). Due to the annual incremental salary increases established above in this Article, the Employee will not be eligible for any salary increment program nor receive any other incremental salary increase that the Board of Trustees and/or the University may offer University employees during the Term for which the Employee would otherwise be eligible, unless such salary program or incremental salary increase is required by law.

B. Performance Incentive.

When the coaching efforts of Employee result in the University Football team being recognized in any of the following ways, Employee will be paid a Performance Incentive in the amounts indicated below. Unless otherwise noted, earned performance incentives ("Performance Incentives") included within each "Group" below are not cumulative within each Group (the Employee is awarded based on the

highest level achieved within each Group, if applicable) and do not affect Base Salary. Retirement contributions for incentive compensation will be made in accordance with State of Illinois law and University regulations.

Group 1. Graduation Success Rate ("GSR"). For each full academic year the Employee is Head Coach and the Football team achieves a GSR as defined by the NCAA and as outlined below, Employee will receive the corresponding additional compensation no later than February 28 of the current academic year less all mandatory payroll deductions. This performance incentive is not cumulative. Without prejudice to the foregoing, Employee must be employed by the University as Football Head Coach on the date the GSR score is released to the public by the NCAA to be eligible for this Group 1 Performance Incentive. Additionally, for each year the Football team achieves a GSR as outlined below, each full-time assistant coach as well as the Director of Football Operations will receive additional compensation of Two Thousand Dollars (\$2,000) no later than February 28 of the current academic year, if such employee is still employed by the University in the position of assistant coach, or Director of Football Operations, on the date the GSR score is released to the public by the NCAA. Effective July 1, 2022, along with each full-time assistant coach and the Director of Football Operations, the Director of Sports Performance - Football shall also be eligible to receive additional compensation of Two Thousand Dollars (\$2,000) no later than February 28 of the current academic year for each year the Football team achieves a GSR as outlined below, if the Director of Sports Performance - Football is still employed by the University in the position of Director of Sports Performance - Football on the date the GSR score is released to the public by the NCAA.

- A GSR greater than or equal to 70% \$5,000
- A GSR greater than or equal to 75% \$7,500
- A GSR greater than or equal to 80% \$10,000

Group 2. Academic Progress Rate ("APR"). For each full academic year the Employee is Head Coach and the Football team achieves a multi-year APR as defined by the NCAA and as outlined below, Employee will receive the corresponding additional compensation no later than June 30 of the current academic year less all mandatory payroll deductions. This performance incentive is not cumulative. Without prejudice to the foregoing, Employee must be employed by the University as Football Head Coach on the date the APR score is released to the public by the NCAA to be eligible for this Group 2 Performance Incentive. Additionally, for each year the Football team achieves an APR as outlined below, each full-time assistant coach as well as the Director of Football Operations will receive additional compensation of Two Thousand Dollars (\$2,000) no later than June 30 of the current academic year, if such employee is still employed by the University in the position of assistant coach, or Director of Football Operations on the date the APR score is released to the public by the NCAA. Effective July 1, 2022, along with each full-time assistant coach and the Director of Football Operations, the Director of Sports Performance - Football shall also be eligible to receive additional compensation of Two Thousand Dollars (\$2,000) no later than June 30 of the current academic year for each year the Football team

achieves an APR as outlined below, if the Director of Sports Performance - Football is still employed by the University in the position of Director of Sports Performance - Football on the date the APR score is released to the public by the NCAA. Anything in this Group 2 notwithstanding, payment to Employee, any assistant coaches, the Director of Football Operations or the Director of Sports Performance - Football for any earned APR incentive will not be affected through the end of 2023 due to non-release of APR score by the NCAA to the public. Eligibility for such additional compensation will be contingent on employment at the University on the date when the APR score will be unofficially released by the NCAA, which is May 16 of 2022, and 2023.

- An APR greater than or equal to 960 \$5,000
- An APR greater than or equal to 970 \$7,500
- An APR greater than or equal to 980 \$10,000

Group 3. Grade Point Average ("GPA"). For each full academic year the Employee is Head Coach and the Football team official roster of eligible players achieves a Fall and/or Spring term GPA and/or Cumulative GPA (as determined at the end of each Spring semester) as defined by the University and as outlined below, Employee will receive the corresponding additional compensation, less all mandatory deductions, no later than February 28 of each academic year for Fall term GPA, and no later than June 30 of each academic year for Spring term GPA and Cumulative GPA. Without prejudice to the foregoing, Employee must be employed by the University as Football Head Coach on the date the term grades are final and Fall and/or Spring term GPA and Cumulative GPA are calculated by the Director of Student Athlete Academic Support Services to be eligible for this Group 3 Performance Incentive. Additionally, for each full academic year the Football team official roster of eligible players achieves a Fall and/or Spring term GPA and/or Cumulative GPA (as determined at the end of each Spring semester) as defined by the University and as outlined below, each full-time assistant coach as well as the Director of Football Operations, and Director of Sports Performance - Football, will receive the corresponding additional compensation, less all mandatory deductions, no later than February 28 of each academic year for Fall term GPA, and no later than June 30 of each academic year for Spring term GPA and Cumulative GPA. Without prejudice to the foregoing, each Assistant Coach, Director of Football Operations, and Director of Sports Performance - Football Employee must be employed by the University as Assistant Coach, Director of Football Operations and Director of Sports Performance - Football on the date the term grades are final and Fall and/or Spring term GPA and Cumulative GPA are calculated by the Director of Student Athlete Academic Support Services to be eligible for this Group 3 Performance Incentive. This performance incentive is cumulative up to an annual not-to-exceed amount of Six Thousand Dollars (\$6,000) for the academic years included in the Term of this Agreement, including the academic years included if the Term is automatically extended pursuant to Article II. Summer academic term is not included in this Group 3 incentive except for calculation of the Cumulative GPA.

For academic terms starting Fall semester 2022*

- A term team GPA greater than or equal to 2.85 \$2,000
- A cumulative team GPA greater than or equal to 3.1 \$2,000

*Fall and Spring semesters of any Extension Years only apply if the Term of this Agreement is automatically extended pursuant to Article II

Group 4. Conference Coach of the Year. If the Employee is voted MAC Coach of the Year by the Conference (or subsequent conference to which the Football team belongs), Employee will receive additional compensation of Twenty Five Thousand Dollars (\$25,000) no later than February 28 of the current academic year less all mandatory payroll deductions.

Group 5. National Coach of the Year. If the Employee is voted National Coach of the Year by any or all of the following: the Associated Press (“AP”), American Football Coaches Association (“AFCA”), Eddie Robinson National Coach of the Year Award as selected by the Football Writers Association of America, or the Paul “Bear” Bryant Award as selected by the National Sports Media Association, Employee will receive additional compensation of Twenty Five Thousand Dollars (\$25,000) no later than February 28 of the current academic year less all mandatory payroll deductions. This compensation is not cumulative in nature and the maximum payout is \$25,000 even if Employee is recognized by more than one of the publications/entities noted in this Group.

Group 6. Mid-American Conference Regular Season West Champions or West Co-Champions. If the Football team wins the MAC West Division (or subsequent conference to which the University Football team belongs) Regular Season Championship or Co-Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Ten Thousand Dollars (\$10,000) for each such occurrence thereof no later than February 28 of the current academic year less all mandatory payroll deductions. Additionally, if the Football team wins the MAC West Division (or subsequent conference to which the Football team belongs) Regular Season Championship or Co-Championship in any given year while Employee is Head Coach, each full-time assistant coach as well as the Director of Sports Performance - Football and Director of Football Operations, will receive additional compensation of Two Thousand Dollars (\$2,000) on each occurrence, no later than February 28 of the current academic year less all mandatory payroll deductions.

Group 7. Mid-American Conference Championship. If the Football team wins the MAC (or subsequent conference to which the University Football team belongs) Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Twenty Five Thousand Dollars (\$25,000) for each such occurrence thereof no later than February 28 of the current academic year less all mandatory payroll deductions. Additionally, if the Football team wins the MAC (or subsequent conference to which the Football team belongs) championship in any given year while Employee is Head Coach, each full-time assistant coach as well as the Assistant Director of Sports Performance - Football and Director of Football Operations, will receive additional compensation of Three Thousand Dollars (\$3,000) on each occurrence, no later than February 28 of the current academic year less all mandatory payroll deductions.

Group 8. NCAA Postseason Participation. If the Football team participates in a post season bowl game while the Employee is the Head Coach, Employee will receive additional compensation as stated below for each such occurrence thereof no later than February 28 of the current academic year less all mandatory payroll deductions. As outlined herein, the Employee is also eligible for additional compensation for winning the applicable post season bowl game.

- Non-New Year’s Six Bowl Appearance = \$15,000
- Winning a Non-New Year’s Six Bowl = \$20,000
- New Year’s Six Bowl Appearance (non-College Football Playoff (CFP)) = \$100,000
- Winning New Year’s Six Bowl (non-CFP) = \$50,000
- CFP Playoff Appearance = \$125,000
- CFP Playoff Win = \$75,000

If the Football team participates in a post season Non-New Year’s Six bowl game while the Employee is the Head Coach, each full-time assistant coach as well as the Director of Sports Performance - Football and Director of Football Operations, will receive additional compensation equal to one month of their respective salaries on each such occurrence, no later than February 28 of the current academic year less all mandatory payroll deductions. Effective July 1, 2022, the Director of Equipment - Football, Associate Athletic Trainer - Football, and Assistant Athletic Trainer - Football shall also be eligible to receive additional compensation equal to one month of their respective salaries if the Football team participates in a post season Non-New Year’s Eve Six bowl game.

If the Football team participates in a post season New Year’s Six or CFP bowl game while the Employee is the Head Coach, each full-time assistant coach as well as the Director of Sports Performance - Football and Director of Football Operations, will receive additional compensation equivalent to two (2) months of their respective salaries for each such occurrence, no later than February 28 of the current academic year less all mandatory payroll deductions. Effective July 1, 2022, the Director of Equipment - Football, Associate Athletic Trainer - Football, and Assistant Athletic Trainer - Football shall also be eligible to receive additional compensation equal to two (2) months of their respective salaries if the Football team participates in a post season New Year’s Six or CFP bowl game.

If the University intercollegiate Football team participates in a bowl but has a less than .500 winning percentage during the regular season (5-7 regular season record or lower), no additional compensation for bowl participation under this Group will be paid to the Employee or any of the Employee’s staff.

Group 9. National Championship. If the Football team advances and wins the CFP National Championship while the Employee is the Head Coach, Employee will receive additional compensation of Two Hundred Thousand Dollars (\$200,000) on each such occurrence thereof no later than February 28 of the current academic year less all mandatory payroll deductions. Additionally, if the Football team wins the CFP National Championship while the Employee is the Head Coach, each full-time assistant coach as well as the Director of Sports Performance - Football and Director of Football Operations, will receive additional compensation equivalent to one month of their respective salaries

or Seven Thousand Five Hundred Dollars (\$7,500), whichever is greater, on each occurrence, no later than February 28 of the current academic year less all mandatory payroll deductions.

Group 10. Regular Season Wins. If the University intercollegiate Football team finishes with a regular season record of ten (10) or more wins in any given year while the Employee is Head Coach, Employee will receive additional compensation of Fifteen Thousand Dollars (\$15,000) for each such occurrence thereof no later than February 28 of the current academic year less all mandatory payroll deductions.

C. Donor Engagement.

As compensation for additional work performed during the Term of this Agreement for duties related to donor engagement, on an annual basis the University shall compensate the Employee One Hundred Thousand Dollars (\$100,000), payable in quarterly installments of Twenty Five Thousand Dollars (\$25,000) no later than the pay period at the end of each quarter of each fiscal year (September, December, March, June). The Director of Athletics, in consultation with the University President, shall develop a reasonably obtainable performance incentive criteria and/or goals upon which the assessments related to this incentive will be based. The Employee must be the Football Head Coach on the last business day of each quarter to receive each quarterly payment. The compensation in this Section does not affect Base Salary. Any payments under this section are subject to satisfactory performance as determined by the Director of Athletics.

D. Retention Bonus.

Beginning July 1, 2022, as an incentive and inducement for Employee to remain as Head Football Coach through the Term, the University will pay Employee the sum of \$25,000 if Employee remains the Head Football Coach at the University as of February 1 of each year of the Term. Such payment shall be made no later than February 28 of each year.

E. Season Ticket Sales.

When season tickets sales exceed three thousand five hundred (3,500) season tickets sold, not including complimentary tickets, Employee will receive 15% of all revenues of the sale of season tickets that exceed 3,500 tickets sold (3,501 and higher). Ticket count will be based on date of sale for all season tickets. Award of this incentive will require active participation by Employee in outreach and engagement of local community members and groups as well as alumni of the NIU football program. Achievement of this incentive is subject to the Employee's satisfactory performance of Employee's obligations under this Section as reasonably determined by the Director of Athletics. Once the three thousand five hundred (3,500) ticket threshold has been exceeded and applicable compensation paid by University to the Employee under this Section, the ticket threshold shall be increased to Four Thousand (4,000) for all future years remaining in this Agreement.

F. Additional Compensation.

Employee may retain all income from speeches, radio and TV shows (and other media) that are not otherwise required under the current multi-media right agreement with NIU, and appearances and written materials developed by Employee. Employee is solely responsible for the proper and timely

reporting of any additional income to the Internal Revenue Service, Illinois Department of Revenue or any other duly constituted taxing body.

G. Additional Individual Benefits.

The following additional individual benefits shall be provided to the Employee.

(1.) Travel Expenses. It is recognized that Employee will incur expenses for travel, entertainment, program development, etc., in conjunction with Employee's duties as Football Head Coach. 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 Director of Athletics (not to be unreasonably withheld, delayed, or conditioned).

(2.) Tickets. Subject to the University's annual approval (not to be unreasonably withheld, delayed or conditioned), Employee will be issued thirty (30) tickets for discretionary use by guests of Employee's choice to all home football games to aid university business promotional efforts of the Department of Intercollegiate Athletics and other institutional interests, and similarly eight (8) home game tickets for all other ticketed sports to promote intercollegiate athletics in general (including two (2) VIP parking passes to each game, event, match, meet, or the like, if applicable). Similarly, each full-time assistant coach will be issued four (4) home football game tickets as well as one (1) parking pass. These tickets are to be provided on a gratuitous basis and are not to be sold or transferred for any remuneration. In addition, if the University is selected for a bowl game, Employee will be issued thirty (30) tickets for discretionary use by guests of Employee's choice. Similarly, each full-time assistant coach will be issued six (6) football tickets for discretionary use by guests of each assistant coach's choice. Employee will also receive tickets for all away from home football contests, consistent with the University's established away game ticket policy. The University and the Employee agree that the intent of the parties, with respect to the tickets detailed herein, is that they are being provided to Employee to be used in Employee's discretion, for the betterment of the program (and it is not the intent of the parties that the tickets are provided as a benefit or as income, despite the fact that they are listed in this Article IV; which is done solely for the purpose of reading convenience). These tickets are to be provided on a gratuitous basis to all and are not to be sold or transferred for any remuneration. Season tickets that are issued to the Employee and are used for non-business purposes will be subject to inclusion as an employee fringe benefit and are taxable to the Employee.

(3.) Vehicle or Vehicle Stipend. Subject to the University's annual approval (not to be unreasonably withheld, delayed or conditioned), and at the discretion of the Director of Athletics, for the period that Employee is Head Coach and subject to the Employee's insurability by the University vehicle insurance carrier, the University will obtain a courtesy vehicle from a local dealership for the use by the Employee. Employee is required to annually provide proof of current valid driver's license. Business and personal use of the vehicle will be reported no less than quarterly to the University's Payroll Office in a format determined by that office. The personal use of such vehicle will be valued according to the guidelines of the Internal Revenue Service and reported as income to the Employee. If a courtesy vehicle is not available for Employee use, subject to minimum personal insurance

requirements, the University will provide a vehicle stipend at a rate of \$750.00 payable in bi-monthly installments of \$375.00. Employee is required to provide proof of a current valid driver's license and certify personal insurance requirements on an annual basis to receive the vehicle stipend.

(4.) Family Travel and Entertainment. The University may be responsible for Employee's spouse or partner's or other family members' reasonable travel expenses when the Employee is traveling on University business with such individuals. Such expenses shall be pre-approved in writing by the Director of Athletics or designee and payable subject to the availability of funds and to the extent allowed by rules, regulations, policies, decisions and laws established or issued by the University and/or State of Illinois. It is the obligation of the Employee to provide reasonable notice of expense requests. Payment will be made on behalf of the spouse or partner or other family members only when their presence is necessary to further the interest of University (as reasonably determined by the Director of Athletics or designee). When the Employee's spouse or partner or other family member is traveling or otherwise functioning on official business for the University, the spouse or partner or other family member 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. Expenses paid on behalf of, or reimbursed to, the Employee under this Section may be taxable to the Employee in accordance with applicable tax law.

H. Summer Camps.

Subject to applicable University policies and procedures, Employee is responsible for management and operation of Employee's Football camps or clinics. Employee is responsible for adhering to applicable camp or clinic procedures, policies, rules and regulations as required by the University's Athletic Business Office, Athletic Compliance, and Human Resource Services. Within fourteen (14) days of completed cost center reconciliation by the Athletic Business Office, Employee will be notified of all net revenue generated less standard University operating expenses and an administration fee (percent of revenue) as determined by the Athletic Business Office in consultation with the Director of Athletics. Payments to Employee will be processed through the University payroll and will be subject to normal payroll deductions. At Employee's discretion, if net revenue is to be used for sport specific operational funding or sport-specific improvements, prior approval, coordinated through the Athletic Business Office, may be required according to University procedures. For camps held late in the fiscal year and/or camps not reconciled before fiscal year end, revenue will be deferred until such reconciliation is completed. It is acknowledged that each year the various costs and expenses may be adjusted because of revenue bonding requirements connected to the facilities to be used, but the dollar amount per day for campers, coaches, conference room facilities, the Convocation Center and/or other expenses shall be charged consistent with the lowest rate available to any other user of these facilities during the time period involved. Revenue will be used at Employee's discretion consistent with NCAA bylaws, rules and regulations. Employee shall not be entitled to conduct or direct summer camps or clinics that are not sponsored by the University, unless approved in advance in writing by the Director of Athletics.

I. Athletic Products Promotion and Endorsement.

The University and/or the Employee, with the University's prior approval (not to be unreasonably withheld, delayed or conditioned), may enter into agreements with various manufacturers and

distributors to provide athletic equipment, supplies, and accessories ("Products") for the University's intercollegiate athletics department. For the period that Employee is Football Head Coach, and when reasonably required by such agreements, Employee will participate in promotional activities and endorse those Products that are provided for use in the program. Employee, the assistant coaches, athletes, and other personnel for the program will be required to use the Products in practice, games, and at public appearances when reasonable and appropriate. The University shall have no legal or financial responsibility for agreements between the Employee and third parties unless the University is a signatory of and party to those agreements.

ARTICLE V - OTHER EMPLOYMENT AND INCOME

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 income or benefits from sources outside the institution, except as may be permitted by the Constitution and Bylaws of the NCAA, the Rules and Regulations of Northern Illinois University and with the prior written approval of the President of the University (not to be unreasonably withheld, delayed or conditioned). 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. The approval of all income and benefits earned from sources outside the University shall be consistent with applicable state law and University policy related to outside income and benefits applicable to all University employees. Employee is required by NCAA Bylaws and this Agreement to provide a written detailed annual report through the Director of Athletics to the President of the University specifying the amount of all income and benefits from athletically related income and benefits from approved sources outside the institution. Such sources include, but are not limited to the following: (1) employment or ownership of sports camps; (2) endorsement or consultation contracts with apparel or equipment manufacturers; (3) participation in television or radio programs; (4) honorariums for speaking engagements; (5) housing or transportation benefits; and (6) income or benefits derived from ownership, control or management of a foundation, organization or other entity. If the Employee receives athletically related income or benefits from a source outside of the institution (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities; etc.), the Employee must report such earnings [other than cash or cash equivalent (as opposed to tangible items) if the total amount received is \$600 or less] to the President on an annual basis (NCAA Bylaw 11.2.2). 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 University's Football Head Coach (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, unless approved in advance in writing by the Director of Athletics (not to be unreasonably withheld, delayed or conditioned).

ARTICLE VI - VIOLATIONS

If the NCAA or any other appropriate entity finds (after all permitted, and timely appeals) that Employee committed a major violation (e.g., Level I or Level II) or infraction of NCAA bylaws, rules or regulations, whether while the Employee is employed by the University or during prior employment at another NCAA member institution, or if the Football program is found by the University, NCAA or any other appropriate entity to have committed a major violation or infraction or repeated secondary violations of NCAA bylaws, rules and regulations while Employee is employed by the University, the Employee shall be subject to disciplinary or corrective action as set forth by the University and any applicable NCAA enforcement procedures, including but not limited to termination of employment for cause. The Employee understands and agrees that if the Employee is found to have committed a major violation or infraction of NCAA regulations or repeated secondary violations, the Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment. Refusal to cooperate or furnish complete and accurate information relevant to an investigation of a possible violation could result in a finding of unethical conduct that could result in disciplinary action, up to and including suspension without pay or termination of employment (NCAA Bylaw 10.1).

ARTICLE VII - TERMINATION

A. Termination by the University.

In the event Employee accepts employment in any capacity with an employer other than the University (except as permitted under Article V of this Agreement), or, unless as otherwise agreed to in this Agreement, if Employee resigns, dies, or becomes permanently disabled to the extent that Employee cannot satisfactorily perform the duties of Football Head Coach, this Agreement shall terminate and all obligations of the University to compensate Employee pursuant to this Agreement shall cease as of the date of such employment, resignation, death, or disability. The 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 incentive compensation or benefits earned, accrued, vested or due prior thereto but not yet paid) 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 sponsored group employee insurance or benefit plan in which Employee is enrolled.

(1.) This Agreement shall terminate automatically upon Employee's death, or upon written notice from the University if Employee is unable to perform the duties of the position to which Employee is then assigned for a period of more than one hundred twenty (120) consecutive days.

(2.) Except for automatic termination of this Agreement under Article VII(A)(1) or termination for "good cause" reasons under Article VII(A)(3), if the University terminates this Agreement for reasons other than good cause pursuant to this Article VII(A)(2), the University shall pay to the Employee a sum as full and complete liquidated damages equal to 100% of the remaining Base Salary for the current contract year, 100% of the Base Salary for the immediately following contract year if applicable, and 50% of the Base Salary for each of the subsequent contract year(s) remaining in the then-current Term, if applicable, less all mandatory payroll deductions. Payment shall be made by the

University within ninety (90) days of employment termination. Any payments by the University to the Employee under this Article VII(A)(2) shall be in accordance with the Government Severance Pay Act (5 ILCS 415/). "Contract Year" as used in this paragraph is defined to mean November 8, 2021, through June 30, 2022, and subsequently each twelve (12) month period commencing every July 1 and ending the following June 30.

(3.) This Agreement may be terminated upon written notice from the University at any time by the University for "Good Cause." In the event the Employee is terminated and/or fired by the University at any time for Good Cause, the Employee is not entitled to the payment of any salary, benefits, damages or severance pay beyond the effective date of said termination for Good Cause (except for all amounts and benefits earned, accrued, vested or due prior to such date). For purposes of this Agreement, "Good Cause" shall be defined, along with its other normally understood meanings in employment contracts, as:

- a) The failure by the Employee to perform in any material respect any of the Employee's material duties or obligations under this Agreement and, if susceptible to cure, failure to cure same within (30) days of receiving written notice of such failure from University. The University shall not be required to provide Employee with an opportunity to cure if the University has provided notice and an opportunity to cure to Employee for a similar failure by the Employee to perform any of the Employee's material duties or obligations under this Agreement;
- b) A deliberate or serious violation of any local, State or federal law, rule, regulation or Constitutional provision, or Board or University bylaw, regulation or rule, which violation may, in the good faith and reasonable judgment of the University, reflect unfavorably upon the University in a material way;
- c) Material insubordination, and, if susceptible to cure, failure to cure same within thirty (30) days of receiving written notice of such material insubordination from University. The University shall not be required to provide Employee with an opportunity to cure if the University has provided notice and an opportunity to cure to Employee for a similar act of material insubordination by the Employee;
- d) 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 (this shall not include minor traffic violations), or the University's reasonable and good faith finding, after due inquiry and affording the Employee an opportunity to be heard, of any conduct of the Employee that constitutes financial impropriety, moral turpitude or harassment and reflects unfavorably upon the reputation or mission of the University;
- e) Participation in an act of dishonesty, which act is materially and adversely harmful to the University;

- f) Major violation (e.g. Level I or Level II) or infraction or repeated violations or infractions by Employee of NCAA bylaws, rules or regulations, as they may be amended from time to time (final judgment, following all possible appeals) and/or major violation or infraction or repeated violations by Employee of the bylaws, rules or regulations of any athletic conference with which the University's football program is affiliated at the time of the applicable conduct (final judgment, following all possible appeals);
- g) Prolonged absence (defined as more than sixty [60] consecutive days) from duty without consent of Employee's supervisor, except as provided by the federal Family and Medical Leave Act, or other applicable law(s) or regulation(s);
- h) Misconduct (as defined by the Government Severance Pay Act (5 ILCS 415/)) or willful neglect in the performance of the Employee's duties that harms the University;
- i) Material, documented violations of University or Department of Intercollegiate Athletics policies, including but not limited to the *Nondiscrimination/Harassment Policy* or *Title IX/Sexual Misconduct Policy*;
- j) Failure of the Employee to promptly report to the Director of Athletics or other responsible official if Employee knows (or would have known in the exercise of reasonable diligence) of a serious rule violation of NCAA or the MAC (or any athletic conference with which the University is affiliated), or any local, State, or federal law (this shall not include minor traffic violations), rule, regulation or Constitutional provision, or Board or University bylaw, regulation or rule by Employee, an assistant coach, staff member, athlete, or other representative of the University's athletic interests;
- k) Failure to abide by Employee's obligations as described in Article III(A) or Article VII(B)(1) of this Agreement;
- l) Or as otherwise defined by law.

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

Except as set forth herein, the University shall have no obligation to use progressive discipline regarding the 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 termination of this Agreement for Good Cause, all obligations of the University under this Agreement shall cease immediately; provided, however, that the University shall be responsible to pay the Employee all amounts of compensation the Employee has earned (or which have accrued, vested or been achieved), but remain unpaid, as of the date of termination.

B. Termination by Employee.

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

Employee also recognizes that the University is making a highly valuable investment in Employee's continued employment by entering into this Agreement and that its investment would be lost were Employee to resign or otherwise terminate Employee's employment with the University as Football Head Coach prior to fulfilling the terms of this Agreement. While recognizing these agreements and this entire Agreement, the parties agree that Employee may, nevertheless, voluntarily terminate Employee's employment under this Agreement prior to its normal expiration, but only upon the following terms and conditions:

- (1.) Should another coaching opportunity be presented to Employee or should Employee be interested in another coaching position or senior administrator position during this Agreement, Employee must notify the University's Director of Athletics of such opportunity or interest in writing before any discussions can be held by Employee with the anticipated coaching position or senior administrator position principals.
- (2.) If Employee accepts another coaching (collegiate or professional) or senior administrator position ("Position") before the completion of the Term, the University would sustain losses or incur expenses including, but not limited to, the cost of a search for Employee's replacement, a loss to the continuity and/or success of the program, and a loss to the program's reputation. It is acknowledged that it is difficult, if not impossible, to determine the exact actual damages and, therefore, the parties agree that should the Employee terminate this Agreement at any time prior to June 30, 2027 (or the last date of any Extension Year, if this Agreement is automatically extended pursuant to Article II of this Agreement) while the Employee is Football Head Coach to accept another Position, Employee will without further terms or conditions personally pay or cause to be paid by another on Employee's behalf in lump sum without delay within ninety (90) days of of Employee's resignation effective date to the University a sum equal to the applicable amount specified below in (3). This payment will uncontestably and indisputably be as liquidated damages, in lieu of all other damages, and not as a penalty.
- (3.) If Employee resigns Employee's position as the University's Football Head Coach to accept another Position, Employee must inform that institution or organization of this provision and Employee's one-time amount payable to the University would be as follows:
 - If Employee accepts another Position with more than 4 years (48 months) of contractual employment remaining: One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000)
 - If Employee accepts another Position with more than 3 years (36 months) of contractual employment remaining: One Million and 00/100 Dollars (\$1,000,000)

- If Employee accepts another Position with more than 2 years (24 months) of contractual employment remaining: Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000)
- If Employee accepts another Position with between more than one year (12 months) and 2 years (24 months) of contractual employment remaining: Five Hundred Thousand and 00/100 Dollars (\$500,000)
- If Employee accepts another Position with between more than 6 months and one year (12 months) of contractual employment remaining: Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000)
- If Employee accepts another Position with 6 months or less of contractual employment remaining: Zero Dollars (\$0)

In accordance with the terms of Article II of this Agreement, an Extension Year earned by Employee as a result of Vice President Frazier leaving the employment of NIU prior to June 30, 2027, shall be added to the Term as of the date Vice President Frazier's employment with the University is terminated, if applicable. Any Extension Year earned by Employee as a result of the University Football team winning either the MAC Championship or a bowl game shall be added to the Term as of the date of such achievement, if applicable. Any Extension Year shall be considered part of the Term for the purposes of the above payment amounts. For example, if Employee has one and a half years (1.5) years of contractual employment remaining and the Extension Year is earned, then the Employee's new buy-out would be \$750,000. Once paid, such payment shall constitute University's sole compensation and remedy. The University agrees to waive and hereby do waive any claim to punitive or other damages.

In addition, the University agrees that Employee shall be permitted to terminate this Agreement upon written notice to the University in the event the University materially breaches this Agreement and fails to cure such material breach within a reasonable period of time but no longer than ninety (90) days of its receipt of written notice from or on behalf of Employee specifying said material breach. In such an instance, no liquidated damages or other damages shall be payable by Employee whatsoever.

(4.) 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.

C. Limitation of Damages for Terminations.

Except for automatic termination as defined in Article VII 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. Employee agrees to waive and hereby do waive any claim to punitive damages. Any payment to Employee by University under this Article VII shall be considered liquidated damages, in lieu of all other forms of damages or expenses, and the parties agree that Employee's acceptance thereof shall constitute adequate and reasonable compensation to Employee for all damages, expenses and/or injury suffered by Employee because of said termination by the University. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits 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. The foregoing is not, nor shall it be construed to be, a penalty.

ARTICLE VIII - STANDARD OF CONDUCT

Employee's employment and performance is subject to the policies, rules and Regulations of the Board of Trustees of Northern Illinois University, the institutional rules of the University, the Constitution, Bylaws and rules of the NCAA, and the constitution, bylaws and rules of any intercollegiate athletic conference of which the University is a member. Major violations of such constitutions, bylaws, policies, rules, or regulations by Employee shall be sufficient cause for such disciplinary action as may be appropriate under the applicable constitution, bylaws, policies, rules, or regulations subject however to the terms hereof.

ARTICLE IX - MISCELLANEOUS

A. Tenure.

Pursuant to University Regulations, Employee is 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 Football Head Coach and supersedes all prior understandings, either written or oral, between the parties, including but not limited to the Memorandum of Understanding dated November 8, 2021. 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.

F. Publicity Rights.

University shall have the non-exclusive right to use the Employee's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likenesses, images or facsimile images for the purpose of promoting the University and the Football team.

G. 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.

H. Notices.

Any notices required by or sent pursuant to this Employment Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the day such notice is mailed, postage pre-paid, in the U.S. Mail, addressed to the party at the address set forth below, or at such other address which may be designated, in writing, by one party to the other.

To the Employee:	Thomas Hammock Last Known Home Address On File with University's Human Resources Department
To the University:	Vice President and Director of Athletics and Recreation Northern Illinois University
With copies to:	Vice President and General Counsel Northern Illinois University

ARTICLE X - GOVERNING LAW

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

ARTICLE XI - 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.

The terms and conditions of this Agreement are accepted and agreed to, as evidenced by the parties' signatures below.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

THOMAS HAMMOCK

By 

By 

**Lisa C. Freeman
President**

Thomas Hammock

Date 3/24/2022

Date 3/23/2022

By 

**Sean T. Frazier
Vice President and Director of Athletics and Recreation**

Date 3/22/2022