

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY AND  
CATHERINE SQUIRES**

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY AND CATHERINE SQUIRES (“First Amendment”)** is made by and between **the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY (“University” or “NIU”)** and **CATHERINE SQUIRES (“Employee”; together with the University, “the Parties”)**.

**WHEREAS**, the University and the Employee entered into an Employment Agreement Between the Board of Trustees of Northern Illinois University and Catherine Squires (“Agreement”) beginning on May 1, 2015; 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. The introductory caption/paragraph of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

**The BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY (“University” or “NIU”) and CATHERINE SQUIRES (“Employee”)** have entered into this Employment Agreement (“Employment Agreement” or “Agreement”) because the University desires to appoint the Employee as Vice President of University Advancement and President of NIU Foundation and Employee desires to serve in such position. Any reference to “President of NIU Foundation” in this Agreement is for title purposes only. The appointment, duties, responsibilities, etc. of the President of the NIU Foundation is governed by the applicable governing documents, rules and procedures of the NIU Foundation.

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

**ARTICLE I - TERM**

1.0 **Term.** Subject to the terms and conditions of this Agreement, the University will employ the Employee as Vice President of University Advancement and President of NIU Foundation for the period beginning May 1, 2015, and ending upon termination of this Employment Agreement on June 30, 2025 (“Term”), in accordance with the provisions of this Agreement and subject to state law and University and NIU Board of Trustees regulations and policies.

1.1 **Renewal or Extension.** The Term may be renewed or extended in accordance with applicable policies and procedures contained in the Board of Trustees Regulations (Section II). Either party may request a renewal of the Term by providing written notice of interest to renew not later than January 1, 2025. In the

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event the other party does not provide written notice of accepting such renewal, this Agreement shall automatically terminate as of June 30, 2025.

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

### ARTICLE II - DUTIES AND RESPONSIBILITIES

During the Term of this Agreement, Employee shall effectively and satisfactorily perform all of the duties and acts that are usual or necessary in carrying out the role of Vice President of University Advancement and President of NIU Foundation, with more specific goals and responsibilities to be defined, including by not limited to:

- Plan and implement programs and strategies to position the University to achieve its goals through fundraising and other outreach efforts designed to enhance the University's position as a comprehensive teaching and research institution.
- Set the vision and strategic direction for programs that seek to involve alumni and friends in advancing and supporting the University's fundraising priorities in conjunction with NIU's academic community.
- Work closely with the NIU Foundation and NIU Alumni Association's Board of Directors in planning and implementing programs to advance the University.
- Lead a team of committed and talented staff, who thrive on relationship and team-building and value transparency, collaboration, and communication.
- Provide opportunities to further strengthen the organization and to deepen relationships between the Foundation, academic units, and all constituent groups.
- Strategically enhance the University's value proposition through its fundraising, cultivation, and stewardship activities while also attending to organizational needs of a more tactical nature.

Employee shall also perform such other duties and responsibilities as may be assigned from time-to-time by the President of the University that are customary for the role of a Vice President of University Advancement and President of NIU Foundation.

The Employee shall report to the President of the University. The Employee shall provide reports as requested by the President. The President shall review and evaluate the Employee's performance as appropriate, not less frequently than once each year, per 19.7.2.1 of the University Bylaws. A comprehensive review of the performance of the Employee shall be conducted, in accordance with University Bylaw 19.7.2.2, at the start of the Employee's sixth year of service in office and at the start of each fourth year thereafter, if applicable. Since Employee began her service to the University on May 1, 2015, the first comprehensive review shall commence at the start of calendar year 2020.

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

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"). The Parties acknowledge that the Vice President of University Advancement and President of the NIU Foundation is considered a "Campus Security Authority" ("CSA") and as such the Employee shall perform duties consistent with that title including prescribed training and the requirement of reporting certain crimes involving University personnel and/or students.

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

### ARTICLE III - COMPENSATION

Effective September 1, 2019, the annual salary ("Annual Base Salary") for duties performed by Employee under this Agreement shall be \$290,000.00, payable in equal semi-monthly installments in accordance with applicable University policies and procedures and subject to all legal withholdings or deductions required by state or federal law or regulations.

As of July 1 of each fiscal year of the Term, the Employee shall receive one of the following (whichever is higher): (i) a salary increase of two percent (2%) of the Employee's Annual Base Salary, or (ii) any increase that Employee is eligible to receive for any salary increment program or other incremental salary increase that the Board of Trustees and/or the University may offer University employees during any fiscal year of the Term for which the Employee is eligible, if such increase is in effect as of July 1. In any fiscal year of the Term that the Employee receives the two percent salary increase pursuant to subsection (i) of the previous sentence, Employee will not be eligible during the same fiscal year 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 for which the Employee would otherwise be eligible, unless such salary program or incremental salary increase is required by law. Any other increases to Annual Base Salary shall be in the sole discretion 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 Vice President of University Advancement and President of NIU Foundation at the salary level reasonably determined by the President. In the event Employee elects not to continue at the determined salary level, Employee shall be permitted to terminate this Agreement upon written notice to the University (without penalty).

Employee will be eligible to receive the customary and ordinary fringe benefits available to all Supportive Professional Staff employees at the University in accordance

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with applicable law and University policies and will be subject to all legal withholdings or deductions required by state or federal law or regulations.

The parties in conjunction with the NIU Foundation agree to develop prior to the commencement of the FY 21 Fiscal year (July 1, 2020) an acceptable plan for an incentive program ("Incentive Program") for key development staff, including the Employee. Such Incentive Program shall include development of benchmarks, timetables and other measures generally utilized in the philanthropic industry. Based upon the Employee's performance, the Employee may be eligible to receive performance-based compensation not to exceed Twenty-five Thousand Dollars (\$25,000.00) on an annual basis, contingent upon the availability of funds.

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

### ARTICLE IV - OTHER ALLOWANCES

- A. Business and Travel Expenses. It is recognized that Employee will incur expenses for travel, entertainment, program development, etc., in conjunction with Employee's duties as Vice President of University Advancement and President of NIU Foundation. 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 of the University, or the President's designee (not to be unreasonably withheld, delayed, or conditioned).
- B. Family Travel and Expenses. When the Employee's spouse's, partner's or other family members' attendance at events is of benefit to the University, the University shall reimburse the Employee for all reasonable University-related business and travel expenses incurred by the Employee's spouse, partner or family members, in accordance with State and University policies and procedures, as existing or hereafter promulgated. Such expenses shall be pre-approved in writing by the President 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 President 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. The Employee agrees to reimburse the University for any personal charges incurred in connection with activities described in this Article but charged to the University.

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- C. Automobile. Subject to insurability by the University vehicle insurance carrier, 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. If a courtesy vehicle is not available for Employee use, subject to personal minimum personal insurance requirements, the University will provide a vehicle stipend of \$700.00 per month payable bi-monthly. Employee is required to provide proof, upon request, of a current valid drivers' license and certify personal insurance requirements on an annual basis to receive the vehicle stipend.

5. The section titled **Termination Without Good Cause** of ARTICLE VI of that certain Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

### **Termination Without Good Cause.**

The University may terminate this Agreement without Good Cause, thereby terminating Employee's employment with the University, by delivering to the Employee a written notice of the University's intent to terminate this Agreement without Good Cause, which notice shall be effective upon the University sending notice to the Employee or at such later time as such notice may specify. If the University terminates the Employee's appointment without Good Cause, then Employee shall receive one of the following payouts in accordance with applicable law:

- (i) If termination occurs with twenty (20) weeks or more remaining until the expiration of the Term of this Agreement, the University shall pay the Employee an amount not to exceed twenty (20) weeks' Annual Base Salary at the then-current rate plus applicable benefits in accordance with the Government Severance Pay Act.
- (ii) If termination occurs with less than twenty (20) weeks remaining until the expiration of the Term of this Agreement, the University shall pay the Employee a pro-rata amount of Annual Base Salary equal to the number of weeks remaining in the Term (not to exceed twenty (20) weeks) at the then-current rate plus applicable benefits in accordance with the Government Severance Payment Act.

Acceptance of such payments shall constitute a waiver of any and all other damages or penalties against the Board of Trustees, the University, and their trustees, officers, agents and employees.

In the event facts are later discovered that would have sustained termination for Good Cause, the University has the right to seek reimbursement from the Employee for payments made by the University to the Employee for termination without Good Cause under this Article.

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

### ARTICLE VII – REASSIGNMENT

In the event the University has the right to terminate this Agreement pursuant to Article VI of this Agreement, the University may alternatively elect to remove Employee from the duties and responsibilities as Vice President of University Advancement and President of NIU Foundation and reassign Employee to other duties and responsibilities within the University. In the event of such reassignment, the sole compensation for the performance of such reassigned duties and responsibilities shall be the Annual Base Salary of this Agreement in effect at the date of reassignment. Following the conclusion of the thirty (30) days after a reassignment by the University pursuant to this Article, Employee shall have the right to terminate this Agreement (without penalty) upon written notice to the University. If Employee terminates the Agreement under this Article, and if the University's original termination of Employee as Vice President of University Advancement was Without Good Cause under Article VI of this Agreement, then Employee shall receive one of the following payouts in accordance with applicable law:

- (i) If termination occurs with twenty (20) weeks or more remaining until the expiration of the Term of this Agreement, the University shall pay the Employee an amount not to exceed twenty (20) weeks' Annual Base Salary at the then-current rate plus applicable benefits in accordance with the Government Severance Pay Act.
- (ii) If termination occurs with less than twenty (20) weeks remaining until the expiration of the Term of this Agreement, the University shall pay the Employee a pro-rata amount of Annual Base Salary equal to the number of weeks remaining in the Term (not to exceed twenty (20) weeks) at the then-current rate plus applicable benefits in accordance with the Government Severance Payment Act.

Acceptance of such payments shall constitute a waiver of any and all other damages or penalties against the University, its agents and employees.

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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 First Amendment on the dates below.

BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY

By \_\_\_\_\_

Dr. Lisa C. Freeman  
President

Date

10/25/2019

CATHERINE SQUIRES

By \_\_\_\_\_

Date

10/25/19