

EMPLOYMENT AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY
AND
SEAN FRAZIER

This Employment Agreement (“Employment Agreement” or “Agreement”) shall be effective as of July 1, 2024 (“Effective Date”) between the Board of Trustees of Northern Illinois University (“University” or “NIU”) and Sean Frazier (“Employee”). The University and the Employee may hereinafter be individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, the University desires to employ Sean Frazier as Vice President and Director of Athletics and Recreation (“Athletics Director”) of the University on the terms and conditions hereinafter set forth; and

WHEREAS, the Employee desires to accept such employment as Athletics Director on the terms and conditions hereinafter set forth; and

WHEREAS, the Employee acknowledges the NIU Vision, Mission and Values Statements and agrees to actively support them; and

WHEREAS, both the University and the Employee desire to set forth their respective rights and obligations in this Agreement.

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

ARTICLE I - APPOINTMENT

1.1 Position. The University agrees to employ Sean Frazier as Vice President and Director of Athletics and Recreation of Northern Illinois University, and Sean Frazier agrees to be employed full-time by the University as the University’s Vice President and Director of Athletics and Recreation.

1.2 Duties. The Employee shall effectively and satisfactorily perform all of the duties and acts that are usual or necessary in carrying out the roles, responsibilities and authority of the position of Athletics Director. The Athletics Director shall perform all duties and acts, with more specific goals and responsibilities to be defined, subject to federal and state of Illinois (“State”) laws, regulations and rules, and all bylaws, regulations, policies, procedures and accreditation requirements of the Board of Trustees and the University, as now existing or hereafter promulgated.

The essential roles of the Athletics Director include, but are not limited to:

- (a) Provide leadership and administrative oversight to the Division of Intercollegiate Athletics, including Huskie Athletics, NIU Recreation and the associated units and facilities; and
- (b) Represent the Division of Intercollegiate Athletics to the rest of the NIU community, including the Board of Trustees, and the University's executive and academic leadership; and
- (c) Serve as representative of the University's leadership to the Division of Intercollegiate Athletics; and
- (d) Steward the resources of the Division of Intercollegiate Athletics; and
- (e) Represent the Division of Intercollegiate Athletics and the University to external stakeholders, e.g. alumni, donors, state and local government, higher education organizations, private sector partners, members of regional networks.

Accordingly, the essential responsibilities and duties of the Athletics Director are focused on providing leadership, management and strategic direction for the Division of Intercollegiate Athletics. These responsibilities include, but are not limited to:

- (a) Developing and implementing a vision, plan and policies that align with the University mission, vision and values to guide the University's athletics and recreation portfolio; and
- (b) Overseeing all aspects of the University's athletics and recreation infrastructure, operations, facilities, student-athlete success activities, and compliance; and
- (c) Fostering high standards of integrity, athletic excellence, academic success and a values-driven inclusive culture; and
- (d) Providing fiscal management and oversight for the Division of Intercollegiate Athletics, recognizing and pursuing opportunities for revenue generation and managing expenses; and
- (e) Providing personnel management for the Division of Intercollegiate Athletics, including, but not limited to, hiring and directing coaches and staff who are student-centered, and dedicated not only to winning but also to the student physical and mental well-being; and
- (f) Becoming involved with individuals as well as local, state, and national organizations who support outreach, engagement, community and economic development in DeKalb, the State of Illinois and beyond, through committee work and collaboration with appropriate agencies and organizations; and
- (g) Engaging alumni and raising funds for the Division of Intercollegiate Athletics and the University through collaborative efforts with the NIU Foundation; and
- (h) Working with marketing and communications to effectuate appropriate media and public relations as needed; and

- (i) Assuring compliance with all applicable regulations and laws; and
- (j) Performing other duties as may be assigned or delegated by the University.

1.3 Reporting. The Employee agrees to perform the roles, responsibilities and duties of the Athletics Director under the supervision and direction of the President. The Employee shall provide reports and other information as requested by the President or as otherwise required by law or other applicable authorities.

1.4 Evaluation. The President shall review and evaluate the Employee's performance in accordance with the University's Bylaws. The Employee shall further comply with additional reviews as required by the University.

1.5 Compliance. The Employee agrees to comply with all federal and State laws such as, but not limited to, Title IX of the Education Amendments of 1972 and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The University and the Employee acknowledge that the Employee is considered a "Campus Security Authority," and as such, the Employee shall perform duties consistent with that title, including, but not limited to, prescribed training and the requirement of reporting certain crimes as defined by the Clery Act and other applicable authority. The Employee further agrees to comply with the Illinois State Officials and Employees Ethics Act (5 ILCS 430/5-45) and its "Revolving Door" provisions, if applicable.

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 Athletics 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 Division of Intercollegiate Athletics ("Athletics Department"), 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.

1.6 Non-Disparagement. The Employee recognizes that the Employee's statements about the University and its administrators, faculty, staff and students are often publicized and the Employee agrees to use reasonable efforts to keep positive and constructive in tone and substance any public comments the Employee makes about University policies or actions taken during the Term.

ARTICLE II - TERM

2.1 Initial Term. The term of this Agreement commences on the Effective Date and terminates on June 30, 2027 ("Term"), unless renewed, extended or sooner terminated as provided for in this Agreement.

2.2 Renewal or Extension. Either party may request a renewal of the Term by providing written notice of interest to renew not later than January 1, 2027. In the event the other party does not provide written notice of accepting such renewal, this Agreement shall automatically terminate as of June 30, 2027.

ARTICLE III - COMPENSATION

3.1 Annual Base Salary. The annual base salary ("Annual Base Salary") for duties performed by the Employee shall be Three Hundred Fifty-Nine Thousand Nine Hundred Ninety-Seven Dollars and Eleven Cents (\$359,997.11). Annual Base Salary is payable in accordance with the University's payroll policies and procedures, with applicable deductions or withholdings as required by law and regulations. Any increases to Annual Base Salary shall be in the sole discretion of the University. The Employee shall be eligible for any salary increase program applicable to the University's other senior administrators during the term of this Agreement.

3.2 Benefits. The Employee will be eligible to receive the customary and ordinary benefits available to administrative and professional employees of the University in accordance with applicable law and University policy and will be subject to all legal withholdings or deductions required by State or federal law or regulation. The Employee acknowledges that the customary and ordinary benefits offered by the University may change over time and that the Employee will be subject to any such changes consistent with the provisions of University benefits plans and applicable law.

3.3 Performance Incentives. Subject to the approval of the 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 Annual Base

Salary in accordance with the incentives below for each fiscal year of the University during the Term 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 3.3, 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 Annual Base Salary. **All amounts in this Article 3.3 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. For each full academic year all Division of Intercollegiate Athletics 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, in a manner that is not arbitrary nor capricious, 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, in a manner that is not arbitrary nor capricious, no 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, in a manner that is not arbitrary nor capricious, no later than June 30 of the current academic year if the institution finishes first.

c. Notwithstanding anything to the contrary in this Article 3.3, 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 Athletics Director as of the Publication Date, solely as a result of a termination by the University for Cause or due to termination by Employee, Employee will forfeit the applicable bonus.

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, in a manner that is not arbitrary nor capricious, no later than June 30 of the current academic year for each of the goals met in 2a.

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, in a manner that is not arbitrary nor capricious, 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, in a manner that is not arbitrary nor capricious, no 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, in a manner that is not arbitrary nor capricious, no 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 the 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, in a manner that is not arbitrary nor capricious, no 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, in a manner that is not arbitrary nor capricious, no later than June 30 of the current academic year if donors to HASF increase 10% over previous year.

4. Other achievements.

- 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

Employee will also be provided a pool of \$2,500.00 to distribute to administrative staff employees at the discretion of the Employee, in a manner that is not arbitrary nor capricious, no 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, in a manner that is not arbitrary nor capricious, no 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, in a manner that is not arbitrary nor capricious, no 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, in a manner that is not arbitrary nor capricious, no later than June 30 of the current academic year if the institution finishes first.

l. 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, in a manner that is not arbitrary nor capricious, no later than June 30 of the current academic year.

3.4 Retention Bonus. As an incentive and inducement for Employee to remain as Athletics Director through the Term, the University will pay Employee the sum of \$32,500 for each fiscal year that Employee served as Athletics Director as of June 30, 2027 (“Vesting Date”), for a total amount not to exceed \$97,500. The retention bonus earned by Employee shall be paid by the University not later than September 1, 2027. Provided, if before the Vesting Date, Employee is no longer serving as Athletics Director as a result of an “accelerated vesting date” as defined below, then Employee (or Employee’s legal representative, if applicable) shall be entitled to receive, not later than September 1 immediately following the accelerated vesting date, an amount representing the accrued portion of the retention bonus (i.e., \$32,500 for each fiscal year of employment completed by Employee as Athletics Director, 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 without Good Cause in accordance with Article VIII, (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 VIII, (iv) the effective date of the reassignment of Employee pursuant to Article 8.6 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 3.0. The parties acknowledge that not later than September 1, 2027, the University shall also pay the Employee the sum of \$20,000 for the fiscal year that Employee served as Athletics Director as of June 30, 2024, in accordance with the Memorandum of Understanding between University and the Employee dated September 8, 2021.

3.5 Diversity, Equity, and Inclusion Leadership to further Student Success. As compensation for advocacy work performed at the state and national level through organizations dedicated to diversity, equity, and inclusion activities to further student success, the University shall annually compensate the Employee Fifteen Thousand Dollars (\$15,000), payable in quarterly installments of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750) no later than the pay period at the end of each quarter (September, December, March, June). The 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 Athletics Director 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 President.

3.6 One Time Signing Bonus

As an incentive and inducement to the Employee for executing this agreement by July 31, 2024, a one-time signing bonus of \$5,000, shall be payable to the Employee no later than the conclusion of the July 2024 pay period.

ARTICLE IV - OTHER ALLOWANCES

4.1 Automobile. The University will provide a monthly car stipend equal to \$750 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.

4.2 Business and Travel Expenses. The University shall reimburse the Employee for all reasonable University-related business and travel expenses, including those associated with annual dues and membership fees and expenses for professional associations and professional development opportunities, meetings and entertainment, in accordance with State and University policies and procedures, as existing or hereafter promulgated. 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.

4.3 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 President's 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 afforded 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.

4.4 Expense Reimbursement. The Employee shall maintain and furnish to the University a reasonable accounting and receipts for reimbursable expenses provided for in this Agreement in detail consistent with University and State policies and procedures. All items are subject to the approval of the President. All expenses shall be subject to audit by the University.

4.5 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 Athletics Director. 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.

ARTICLE V - OTHER EMPLOYMENT/DISCLOSURES OF INTEREST

During the Term, the Employee will perform the Employee's duties and responsibilities under this Agreement full-time and devote such efforts as may be required by and in accordance with

State law and applicable Board of Trustees and University policies and procedures. The Employee shall obtain the written approval of the President, or assigned designee, for any of the Employee's personal interests or commitments that might influence or appear to influence the Employee's duties and responsibilities under this Agreement.

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 University, 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 University. 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 Athletics Director 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.

During the Term, on a personal basis, the 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 VI - UNIVERSITY USE OF EMPLOYEE'S NAME AND LIKENESS

6.1 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 Employee 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.

6.2 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 - VIOLATIONS

7.1 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.

7.2 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 Supportive Professional Staff employees.

ARTICLE VIII - TERMINATION

8.1 Events of Termination. The parties agree that the terms and conditions of this Agreement with respect to termination of the Employee shall supersede any Board of Trustees or University bylaws, regulations or policies, and in the event of a conflict, this Agreement shall control.

8.2 Termination by University for Good Cause. The University has the right to terminate the Employee for "Good Cause" by delivering to the Employee a written notice of the University's intent to terminate this Agreement for Good Cause, which notice shall be effective upon notice from the University to the Employee or at such later time as such notice may specify. 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 amounts 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:

(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) the 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, or the University's independent finding of any conduct of the Employee that constitutes financial impropriety, moral turpitude or harassment;

(iv) Participation in an act of dishonesty, which act is materially harmful to the University;

(v) 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;

(vi) Material, documented violation of University policies, including, but not limited to, the Title IX/Sexual Misconduct Policy and the Non-Discrimination/Harassment Policy;

(vii) Knowing major violation(s) of NCAA, MAC (and/or future Conference) after all timely, permitted appeals;

(viii) Failure of the Employee to promptly report to the University if Employee knows (or would have known in the exercise of reasonable diligence) of a serious violation of any local, State, or federal law, rule, regulation or Constitutional provision, or Board of Trustees or University bylaw, regulation or rule;

(ix) Knowing major violation(s) of NCAA, MAC (and/or and future Conference) after all timely, permitted appeals;

(x) 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;

(xi) Failure of the Employee to inform, cooperate with and collaborate with senior officials of University;

(xii) Absence from the University for ten (10) business days or more without the consent of the University, except as provided by the federal Family and Medical Leave Act or any other pertinent federal or State law;

(xiii) A violation of prohibition against activity as stated in Article V of this Agreement; or

(xiv) 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.

The Parties understand and agree that 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 or have been achieved), but remain unpaid, as of the date of termination.

8.3 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 8.7) 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 Athletics Director 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 Athletics Director shall be made in the sole and judgment of the President based upon the written opinion of an impartial physician competent to provide such an opinion, mutually agreed upon by Employee or Employee's 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.

8.4 Termination by University without Good Cause. The University may terminate this Agreement without Good 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 Annual 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/). 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 Athletics Director. 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.

Payments to the Employee under this Article shall be considered liquidated damages, in lieu of all other damages, and the parties agree that acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for all damages and injury suffered by the Employee because of said termination by the University. 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.

8.5 Resignation by Employee. 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. The Employee may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to the University. The Employee's employment as Athletics Director shall cease on the effective date of the Employee's resignation. Neither party shall have any further rights or obligations hereunder with respect

to the Employee's employment as Athletics Director, except to any salary or benefits the Employee accrued before the effective date of the Employee's resignation. Following receipt of the Employee's notice to terminate under this Article, the University may decide to terminate the Employee's appointment as Athletics Director prior to the date set forth in the notice.

8.6 Limitation of Damages for Termination. In the event of a termination by the University, with or without Good 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 with or without Good Cause. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits or income 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.

8.7 Reassignment. In the event the University has the right to terminate this Agreement pursuant to Article VIII of this Agreement, the University may alternatively elect to remove Employee from the duties and responsibilities as Athletics Director and reassign Employee to other duties and responsibilities within the University for the remainder of the Term. 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 on 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.

ARTICLE IX - REPRESENTATION AND WARRANTY

The Employee represents and warrants to the University that prior to the Effective Date of this Agreement, the Employee has not engaged in any act or omission which prevents the Employee's ability to assume the duties of this Agreement. A breach of this warranty would constitute a material breach of this Agreement.

ARTICLE X - INDEMNIFICATION

Per applicable State law and Board of Trustees Bylaws, in the event the Employee incurs or will reasonably expect to incur expenses in connection with any claim, or actual or threatened action, suit, proceeding or investigation (civil, administrative, or other non-criminal proceedings) or appeal in which the Employee may be involved by reason of being or having

been Athletics Director of the University, the Employee will be entitled to indemnification from the University. Determinations as to the extent and scope of any such indemnification will be as reasonably necessary as determined by the Board of Trustees in good faith, and made pursuant to applicable law, Board of Trustees Bylaws, insurance policies covering University employees, and any other applicable authority, as existing or hereafter promulgated.

ARTICLE XI - DISCLOSURE OF AGREEMENT TERMS AND CONDITIONS

The parties acknowledge that disclosure of the existence of this Agreement and its terms and conditions are subject to applicable law (e.g. Freedom of Information Act (5 ILCS 140/)) and court order.

ARTICLE XII - MISCELLANEOUS

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

9.2 Governing Law and Dispute Resolution. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Illinois.

9.3 Severability. If any provision of this 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.

9.4 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.

9.5 University to Retain All Materials and Records. All materials or articles of information furnished to the Employee by the University or developed by the Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Employee's employment hereunder are and shall remain the sole confidential property of the University.

9.6 Tax Liability. The Employee shall be responsible for any income tax liability arising from the Employee's income under the terms and conditions of this Agreement.

9.7 Employer's Legal Immunities and Defenses. Nothing in this Agreement shall be construed to constitute a waiver or relinquishment by the University, the Board of Trustees, or the State 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.

9.8 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: Sean Frazier
Last Known Home Address On File with University's
Human Resource Services Department

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

With copy to: Office of the General Counsel
Northern Illinois University
Altgeld Hall 330
DeKalb, IL 60115

9.9 Binding Effect. The obligations and duties of the Employee shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon and inure to the benefit of the Employee and the Employee's executors, administrators, heirs, successors, and permitted assigns, and upon the University and its successors and assigns.

9.10 Captions. The captions of this Agreement are for reference purposes only and have no legal force and effect.

9.11 Non-Appropriation of Funds. The University and the Employee acknowledge that the performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the legislature for the current and future periods.

9.12 Interpretation. The University and the Employee acknowledge that they have read and understand the provisions of this Agreement and that the terms and provisions of this Agreement shall be construed fairly as to both parties and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement in the spaces below.



**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

By 

Lisa C. Freeman
President

Date July 17, 2024

SEAN FRAZIER


By 

Date 7/15/2024