

FIRST AMENDMENT TO NORTHERN ILLINOIS UNIVERSITY WOMEN'S BASKETBALL HEAD COACH  
EMPLOYMENT AGREEMENT

This First Amendment to the Northern Illinois University Women's Basketball Head Coach Employment Agreement ("First Amendment") is made and entered into on the last date executed by the parties, by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("University" or "NIU") and LISA M. CARLSEN ("Employee" or "Coach").

WHEREAS, the University and the Employee entered into a Women's Basketball Head Coach Employment Agreement ("Employment Agreement") last executed by the parties on December 2, 2022, and

WHEREAS, the parties wish to amend said Employment Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. The first paragraph of Article II of that certain Employment Agreement shall be deleted in its entirety and the following shall be substituted in its place:

Both University and Employee acknowledge and agree that the original term of the Employment Agreement was for the period beginning July 1, 2022, and ending June 30, 2024. Subject to the terms and conditions of the Employment Agreement, the end date of the Employee's term as head coach for the Women's Basketball Team shall be extended until June 30, 2025. The Term is not subject to automatic renewal, except as noted in this Article II. 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 the parties.

2. The first sentence of the first paragraph of Article IV(A) of that certain Employment Agreement shall be deleted in its entirety and the following shall be substituted in its place:

The annual salary for duties performed by Employee under this Agreement shall be \$199,920.72 ("Annual Salary"), payable in bi-monthly installments of \$8,330.03.

3. Article VII(A)(2) of that certain Employment Agreement shall be deleted in its entirety and the following shall be substituted in its place:

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) through June 30, 2024, the University shall pay to the Employee a sum as full and complete liquidated damages equal to 100% of the remaining Base Salary through June 30, 2024, 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/). The parties agree that the University shall have no obligation to pay any liquidated damages to Employee for University's termination of this Agreement after June 30, 2024 for reasons other than good cause.

4. Article VII(B)(3) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

If Employee resigns Employee's position as the University's Women's Basketball Head Coach to accept another Position at an institution that is a member of a Power Five Conference, 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 prior to June 30, 2023: \$175,000
- If Employee accepts another position between July 1, 2023 – June 30, 2024: \$150,000
- If Employee accepts another position between July 1, 2024 – June 30, 2025: \$0
- If Employee accepts another position during any Extension Year\*: \$0

\*Applies only if an Extension Year is in effect in accordance with the terms of this Agreement

Once paid, such payment shall constitute University's sole compensation and remedy. The University agrees to waive and hereby does waive any claim to punitive damages. In addition, the University agrees that the 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. In such an instance, no liquidated damages or other damages shall be payable by Employee whatsoever.

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

*Signatures follow on next page*

IN WITNESS WHEREOF, the parties have executed this First Amendment in the spaces below.

**BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY**

**EMPLOYEE**

By \_\_\_\_\_  
**Matt Streb**  
**Chief of Staff to the President**

By  \_\_\_\_\_  
**Lisa M. Carlsen**

Date \_\_\_\_\_

Date 4-24-23

By  \_\_\_\_\_  
**Sean T. Frazier**  
**Vice President and**  
**Director of Intercollegiate Athletics and Recreation**

Date 4/24/2023

FIRST AMENDMENT TO THE NORTHERN ILLINOIS UNIVERSITY WOMEN'S BASKETBALL HEAD COACH  
CONTRACT

This First Amendment to the Northern Illinois University Women's Basketball Head Coach Contract ("First Amendment") is made and entered into this 30<sup>th</sup> day of June, 2017, by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("University" or "NIU") and LISA M. CARLSEN ("Employee" or "Coach").

WHEREAS, the University and the Employee entered into the Northern Illinois University Women's Basketball Head Coach Contract ("Employment Agreement") on October 12, 2015; and

WHEREAS, the parties wish to amend said Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. The first sentence of that certain Employment 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 LISA M. CARLSEN ("Employee" or "Coach")** have entered into this 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 Women's Basketball Team and to serve the entire term of this Employment Agreement, and any extensions thereof.

2. The first, second and third paragraphs of Article III of that certain Employment Agreement shall be deleted in their entirety and the following shall be substituted in their place:

Both University and Employee acknowledge and agree that the original term of the Employment Agreement was for the period beginning July 1, 2015, and ending June 30, 2020.

Subject to the terms and conditions of the Employee Agreement and this First Amendment, the end date of the Employee's terms as head coach of the intercollegiate Women's Basketball program shall be extended until June 30, 2024.

Additionally, beginning July 1, 2017, the term of this First Amendment shall be automatically extended one (1) year ("Extension Year") for each Contract Year, defined to mean the twelve month period commencing each July 1 and ending the following June 30, that the women's

basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship, Regular Season Co-Championship, Divisional Championship, competes in the MAC (or subsequent conference to which the University Women's Basketball team belongs) Tournament Championship game or participates in the NCAA Women's Basketball Tournament or the Women's National Invitation Tournament (WNIT). Any extension under this Article III shall become effective immediately upon any of the named accomplishments.

NIU will not use the fact that the state procedures require one-year contracts as an artificial pretext to terminate the Employee's employment before the end of the term or any optionally extended period, or extension, has ended unless, of course, such reason would be exceptionally justified and incontestably acceptable to the parties hereto if the Illinois General Assembly does not continue its appropriations(s) for or the University cannot reasonably fund those operations of the University with which Employee will be involved.

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 Northern Illinois University.

3. The fifth paragraph of Article IV(A) of that certain Employment Agreement shall be deleted in entirety and the following shall be substituted in its place:

The Coach 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 Associate Vice President/Director of Intercollegiate Athletics, faculty advisors and all coaches at the University are considered as "Campus Security Authorities" ("CSAs") and as such the Women's Basketball Head Coach shall perform duties consistent with that title including the requirement of reporting certain crimes. 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.

4. The following sentence shall be inserted after the first sentence of Article V(A) of that certain Employment:

Effective July 1, 2017, the Annual Salary for duties performed by Employee under this Agreement shall be \$180,252 payable in \$15,021.00 monthly installments (bi-monthly \$7,510.50).

5. The opening paragraph of Article V(B) of that certain Employment Agreement shall be deleted in its entirety and the following shall be substituted in its place:

When the coaching efforts of Employee result in the University Women's Basketball team being recognized in any of the following ways, Employee and designated staff employed within the University Women's Basketball program will be paid a performance incentive ("Performance

Incentive”) in the amounts indicated below. Please note: unless otherwise noted, earned 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 will only be made on incentive compensation based on performance and in accordance with State of Illinois law and University regulations.

6. Article V(B)(Group 1) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Graduation Success Rate (“GSR”). For each full academic year the Employee is Head Coach and the University Women’s Basketball team achieves a GSR 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 University as the Women’s Basketball Head Coach on the date APR score is released to the public by the NCAA to be eligible for this *Group 1* Performance Incentive.

- A GSR greater than or equal to 75% \$1,500
- A GSR greater than or equal to 85% \$2,500
- A GSR greater than or equal to 95% \$5,000

Additionally, for each year that the University Women’s Basketball team achieves a GSR as defined by the NCAA and as outlined above, each full-time women’s basketball assistant coach will receive additional compensation of One Thousand Dollars (\$1,000) no later than June 30 of the current academic year less all mandatory payroll deductions. Without prejudice to the foregoing, each full-time assistant coach must be employed by University in the capacity of full-time assistant women’s basketball coach on the date GSR score is released to the public by the NCAA to be eligible for this *Group 1* Performance Incentive.

7. Article V(B)(Group 2) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Academic Progress Rate (“APR”). For each full academic year the Employee is Head Coach and the University Women’s Basketball 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 University as the Women’s Basketball Head Coach on the date APR score is released to the public by the NCAA to be eligible for this *Group 2* Performance Incentive.

- An APR greater than or equal to 960 \$1,500
- An APR greater than or equal to 970 \$2,500
- An APR greater than or equal to 980 \$5,000

Additionally, for each year that the University Women’s Basketball team achieves a multi-year APR as defined by the NCAA and as outlined above, each full-time assistant coach will receive

additional compensation of One Thousand Dollars (\$1,000) no later than June 30 of the current academic year less all mandatory payroll deductions. Without prejudice to the foregoing, each full-time assistant coach must be employed by University in the capacity of full-time assistant women's basketball coach on the date APR score is released to the public by the NCAA to be eligible for this *Group 2 Performance Incentive*.

8. Article V(B)(Group 4) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Mid-American Conference Regular Season West Champions or West Co-Champions. If the University intercollegiate Women's Basketball Team wins the MAC West Division (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship or Co-Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions. Additionally, if the University intercollegiate Women's Basketball team wins the MAC West Division (or subsequent conference to which the University Women's Basketball team belongs) Regular Season (or subsequent division) Championship or Co-Championship in any given year while Employee is Head Coach, each full-time assistant women's basketball coach will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions.

9. Article V(B)(Group 5) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Mid-American Conference Regular Season Champions or Co-Champions. If the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball 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 June 30 of the current academic year, less all mandatory payroll deductions. Additionally, if the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship or Co-Championship in any given year while Employee is Head, each full-time assistant women's basketball coach will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions.

10. Article V(B)(Group 6) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Mid-American Conference Tournament Championship. If the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Tournament 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 June 30 of the current academic year, less all

mandatory payroll deductions. Additionally, if the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Tournament Championship in any given year while Employee is Head Coach, each full-time assistant women's basketball coach will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions.

11. Article V(B)(Group 7) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

NCAA Tournament Postseason Participation. If the University Intercollegiate Women's Basketball Team receives an invitation to the NCAA Women's Basketball Tournament while the Employee is the Head Coach, Employee will receive additional compensation of Ten Thousand Dollars (\$10,000) for each game played in the NCAA Women's Basketball Tournament no later than June 30 of the current academic year, less all mandatory payroll deductions. Additionally, if the University Intercollegiate Women's Basketball Team receives an invitation to the NCAA Women's Basketball Tournament while the Employee is the Head Coach, each full-time assistant women's basketball coach will receive additional compensation of Five Thousand (\$5,000) for each game played in the NCAA Women's Basketball Tournament no later than June 30 of the current academic year, less all mandatory payroll deductions.

12. Article V(B)(Group 10) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

WNIT Postseason Participation. If the University Intercollegiate Women's Basketball Team receives an invitation to the Women's National Invitation Tournament (WNIT) while the Employee is the Head Coach, Employee will receive additional compensation of Five Thousand Dollars (\$5,000) for each game played in the WNIT no later than June 30 of the current academic year, less all mandatory payroll deductions. Additionally, if the University Intercollegiate Women's Basketball Team receives an invitation to the Women's National Invitation Tournament (WNIT) while the Employee is the Head Coach, each full-time assistant women's basketball coach will receive additional compensation of Two Thousand Five Hundred (\$2,500) for each game played in the WNIT no later than June 30 of the current academic year, less all mandatory payroll deductions.

13. The following paragraph shall be added as Article V(B)(Group 12) of that certain Employment Agreement:

Mid-American Conference Player of the Year. Employee shall be compensated Five Thousand Dollars (\$5,000) for each student-athlete that, while belonging to the Women's Basketball team, is named MAC (or subsequent conference to which the University Women's Basketball team belongs) Player of the Year. This incentive will be distributed no later than June 30 of the current academic year, less all mandatory payroll deductions.



14. The following paragraph shall be added as Article V(B)(Group 13) of that certain Employment Agreement:

Mid-American Conference Top Four Seed. If the University Intercollegiate Women’s Basketball Team finishes in the top four of the MAC (or subsequent conference to which the University Women’s Basketball team belongs) Regular Season and subsequently receives a first round bye to the women’s basketball conference post-season tournament in any given year while the Employee is Head Coach, Employee will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) on each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions.

15. The following paragraph shall be added as Article V(H) of that certain Employment Agreement:

**H. Donor Engagement.** As compensation for additional work performed during subsequent fiscal years defined in this First Amendment, beginning July 1, 2017, for duties related to donor engagement, the University shall compensate the Employee in the amount of Twenty Five Thousand Dollars (\$25,000), payable in quarterly installments of Six Thousand Two Hundred and Fifty Dollars (\$6,250) no later than the pay period at the end of each quarter of each fiscal year (September, December, March, June). Employee must be employed by University as the Women’s Basketball Head Coach on the last business day of the quarter to receive additional compensation. The compensation in this section does not affect base salary. Any payments under this section are subject to satisfactory performance as determined by the Associate Vice President/Director of Intercollegiate Athletics.

16. Article V(G) of that certain Employment Agreement shall be deleted in its entirety.

17. Article VIII(C)(3) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

If Employee resigns Employees position as Women’s Basketball Head Coach at Northern Illinois University to become a Women’s Basketball Head Coach at an institution that is a member of a Power Five Conference, 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 prior to June 30, 2018: \$175,000
- If Employee accepts another position prior to June 30, 2019: \$150,000
- If Employee accepts another position prior to June 30, 2020: \$100,000
- If Employee accepts another position prior to June 30, 2021: \$100,000
- If Employee accepts another position prior to June 30, 2022: \$50,000
- If Employee accepts another position prior to June 30, 2023: \$50,000
- If Employee accepts another position prior to June 30, 2024: \$0
- If Employee accepts another position prior to June 30 of any Extension Year: \$50,000

Once paid, such payment shall constitute University's sole compensation and remedy. The University agrees to waive and hereby does waive any claim to punitive 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 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.


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

IN WITNESS WHEREOF, authorized representatives of the parties have executed this First Amendment in the appropriate spaces below.

**BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY**

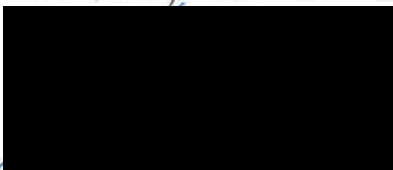
**LISA M. CARLSEN**

By   
**Christopher K. McCord**  
**Acting Executive Vice President & Provost**

By   
**Lisa M. Carlsen**

Date 12/15/17

Date 12-15-17

By   
**Sean T. Frazier**  
**Associate Vice President and  
Director of Intercollegiate Athletics**

Date 12/13/17



## Northern Illinois University Huskies

Intercollegiate Athletics 1525 West Lincoln Highway DeKalb, IL 60115 [www.niu.edu/athletics](http://www.niu.edu/athletics)

Phone 815-753-1295 Fax 815-753-7700

### **NORTHERN ILLINOIS UNIVERSITY WOMEN'S BASKETBALL HEAD COACH CONTRACT**

#### **ARTICLE I - PURPOSE**

The BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("University" or "NIU") and LISA M. CARLSEN ("Employee" or "Coach") have entered into this Employment Agreement ("Employment Agreement" or "Agreement") because the University desires to hire the Employee for a period of five (5) years subject to state law and University regulations and the Employee desires to serve as Head Coach of the Women's Basketball 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 control by external rules and regulations.

Furthermore, Northern Illinois 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 both the academic and intercollegiate success of the University and desires to obtain employment with the University which is set forth in this Employment Agreement. For these reasons, the University has agreed to employ the Employee and the Employee has promised to be employed by the University.

#### **ARTICLE II - CONFIDENTIALITY**

This Employment Agreement is between the University and Employee and it cancels, replaces, and supersedes any and all prior employment agreements between these two parties. The parties agree to keep the terms and conditions of this Employment Agreement confidential and to refrain from

disclosing the terms and conditions of this Employment Agreement without the advance permission of the other party, unless disclosure by the University is required by law.

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

### **ARTICLE III - TERM**

Subject to the terms and conditions of this Employment Agreement, the University will employ the Employee as Women's Basketball Head Coach for the period beginning July 1, 2015, and ending June 30, 2020.

NIU will not use the fact that the state procedures require one-year contracts as an artificial pretext to terminate the Employee's employment before the period of five (5) years or optionally extended period, or extension, has ended unless, of course, such reason would be exceptionally justified and incontestably acceptable to the parties hereto if the Illinois General Assembly does not continue its appropriation(s) for or the University cannot reasonably fund those operations of the University with which Employee will be involved.

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, which is June 30, 2016. 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 Northern Illinois 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 Head Women's Basketball Coach of the University at the salary level determined by the Associate Vice President/Director of Intercollegiate Athletics. In the event Employee elects not to continue at the determined level, Employee shall be permitted to terminate this Agreement upon written notice to the University, and notwithstanding anything to the contrary contained herein, Employee shall not be required to pay the liquidated damages indicated in Article VIII, below. Furthermore, the University agrees that in such an event, it shall not offer the position of Women's Basketball Head Coach to any individual at a salary that exceeds the determined level.

The parties further acknowledge that Board of Trustees regulations require a new contract for each fiscal year (i.e., beginning July 1) for all Faculty without Academic Rank (also referred to as members of the Supportive Professional Staff or "SPS"). All head coaches and members of coaching staffs are contractually classified as "temporary SPS employees" in the University system for human resources administration, with appropriately related employee benefits and privileges. Any salary increases for

temporary SPS personnel in the Department of Intercollegiate Athletics are determined each year by the Associate Vice President/Director of Intercollegiate 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). Nothing in this Agreement shall permit the University to assign Employee to any other job or responsibilities except the position as Women's Basketball Head Coach of the University.

Employee will be eligible to receive the customary and ordinary fringe benefits available to all Temporary Supportive Professional Staff employees at the University and will be subject to all legal withholdings or deductions required by state or federal law or regulation.

#### **ARTICLE IV - DUTIES AND RESPONSIBILITIES**

##### **A. General Duties.**

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

In the position as Women's Basketball 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 working 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 Mid-American Conference ("MAC") region.

During the period in which the University employs Employee, as Women's Basketball Head Coach, Employee agrees to undertake and perform all duties and responsibilities reasonably attendant to the position of a Division I Women's Basketball 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, as well as all NCAA and MAC (and/or any future conference) 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 Associate Vice President/Director of Intercollegiate Athletics of the University or designee.

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

notwithstanding the provisions of Article VI of this Agreement, during the term of this Employment Agreement, she will not engage, directly or indirectly, in any business which; would detract from her ability to apply her best efforts to the performance of her 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. All academic standards, requirements and policies of the University shall also be observed by the Employee and members of her staff, including assistant coaches, at all times and shall not be compromised or violated at any time.

The Coach 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 Associate Vice President/Director of Intercollegiate Athletics, faculty advisors and all coaches at the University are considered as "Campus Security Authorities" ("CSAs") and as such the Women's Basketball Head Coach shall perform duties consistent with that title including the requirement of reporting certain crimes involving University personnel and/or students.

**B. Specific Responsibilities.**

The specific responsibilities of the Women's Basketball Head Coach include but are not limited to the following:

1. Supervise assistant coaches, including compliance by such coaches with MAC and NCAA rules and regulations;
2. As determined by the Coach, participate in the instruction and coaching of student-athletes;
3. Determine recruiting schedules for high school prospects;
4. Schedule and scout upcoming opponents;
5. Recruit and interview prospective student-athletes, their parents and coaches;
6. In conjunction with NIU Athletics Communications and Marketing, contact and be responsive to media, alumni and civic groups and appear on regularly scheduled broadcasts in conjunction with applicable multi-media rights agreements;
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 public statements complimentary to the athletic program and to the University;
9. Make reasonable effort, working in cooperation with and support of the University's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met;

10. Assist in fund-raising efforts and events when requested;
11. Assist in the creation and management of the sport operating budget;
12. Schedule contests to comply with departmental and conference scheduling regulations.

The parties may agree to additional specific responsibilities by mutual agreement or constructive consent.

**C. Reporting and Evaluation.**

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

Prior to June 30 of each year, the Associate Vice President/Director of Intercollegiate 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 Women's Basketball Head Coach, Employee will be responsible for the evaluation of all assistant coaches in the program. The results of these shall be shared with the Associate Vice President/Director of Intercollegiate Athletics or designee. The results of the annual evaluation will have a direct bearing on salary increases.

**D. Prohibited Activities.**

Endorsements - 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. Furthermore, Employee may not engage in political activity in violation of the Illinois Officials and Employees Ethics Act including but not limited to endorsing political candidates during business hours, or in official NIU Huskie attire, or using University property, personnel or students. Nothing in this Agreement shall be interpreted to abridge Employee's first amendment rights of freedom of expression or association including Employee's right to contribute to political candidates or parties.

**E. Outside Activities.**

With respect to Employee's outside activities whether for extra compensation or not, material activities external to the Coach's primary responsibilities shall not materially interfere with Employee's full and complete performance of duties as Women's Basketball Head Coach or other duties reasonably assigned to Employee as a Division I Women's Basketball Head Coach by the Associate Vice President/Director of Intercollegiate Athletics. 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 NCAA legislation or the constitution, bylaws, rules and regulations (or interpretations thereof) of the NCAA, as now exist or as they may be amended. All such amendments automatically apply without written notifications and are incorporated herein and made a part of this Agreement.

## ARTICLE V - COMPENSATION

### A. Annual Salary.

Effective July 1, 2015, the Annual Salary for duties performed by Employee under this Agreement shall be \$175,002.00 payable in \$14,583.50 monthly installments (bi-monthly at \$7,291.75). The Annual Salary will be reviewed at least annually and may be adjusted as required by the legislature or increased as deemed appropriate by the University. (All salary is, of course, subject to mandatory withholding deductions required by the University.) This shall be considered Employee's "Base Salary" for purposes of determining Employee's subsequent compensation as Women's Basketball Head Coach. Employee's compensation in the subsequent years of employment will be subject to the review and evaluation of the Associate Vice President/Director of Intercollegiate Athletics, available funding, the Department of Intercollegiate Athletics priorities, and the approval of the President (but never at an amount lower than noted in this Article).

### B. Performance Incentive.

When the coaching efforts of Employee result in the Women's Basketball team being recognized in any of the following ways, Employee will be paid a Performance Incentive in the amounts indicated below. Please note: unless otherwise noted, earned performance incentives included within each "Group" below are not cumulative within each Group (the Coach is awarded based on the highest level achieved within each Group, if applicable) and do not affect Base Salary.

(Group 1) Graduation Success Rate ("GSR"). For each full academic year the Employee is Head Coach and the University Women's Basketball team achieves a GSR 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. This performance incentive is not cumulative. Without prejudice to the foregoing, Employee must be employed by University as Women's Basketball Head Coach on the date GSR score is released to the public by the NCAA to be eligible for this Group 1 Performance Incentive.

- |                                      |         |
|--------------------------------------|---------|
| • A GSR greater than or equal to 75% | \$1,000 |
| • A GSR greater than or equal to 85% | \$1,500 |
| • A GSR greater than or equal to 95% | \$1,750 |

(Group 2) Academic Progress Rate ("APR"). For each full academic year the Employee is Head Coach and the University Women's Basketball 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. This performance incentive is not cumulative. Without prejudice to the foregoing, Employee must be employed by University as Women's Basketball Head Coach on the

date APR score is released to the public by the NCAA to be eligible for this Group 2 Performance Incentive.

- An APR greater than or equal to 965 \$1,000
- An APR greater than or equal to 975 \$1,500
- An APR greater than or equal to 985 \$1,750

(Group 3) Coach of the Year. If the Employee is voted Coach of the Year by the MAC (or subsequent conference to which the University Women's Basketball team belongs), Employee will receive additional compensation of Five Thousand Dollars (\$5,000) no later than June 30 of the current academic year. If the Employee is selected as the Women's Basketball Coaches Association's National Coach of the Year, Employee will receive additional compensation of Ten Thousand Dollars (\$10,000) no later than June 30 of the current academic year.

(Group 4) Mid-American Conference Regular Season West Champions or West Co-Champions. If the University intercollegiate Women's Basketball team wins the MAC West Division (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship or Co-Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each such occurrence thereof no later than June 30 of the current academic year. Additionally, if the University intercollegiate Women's Basketball team wins the MAC West Division (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship or Co-Championship in any given year while Employee is Head Coach, each full-time assistant coach will receive additional compensation of One Thousand Dollars (\$1,000) for each such occurrence thereof no later than June 30 of the current academic year.

(Group 5) Mid-American Conference Regular Season Champions or Co-Champions. If the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship or Co-Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year. Additionally, if the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship or Co-Championship in any given year while Employee is Head Coach, each full-time assistant coach will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each such occurrence thereof no later than June 30 of the current academic year.

(Group 6) Mid-American Conference Tournament Championship. If the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Tournament Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year. Additionally, if the University intercollegiate Women's Basketball team wins the MAC (or subsequent

conference to which the University Women's Basketball team belongs) Tournament Championship in any given year while Employee is Head Coach, each full-time assistant coach will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each such occurrence thereof no later than June 30 of the current academic year.

(Group 7) NCAA Tournament Postseason Participation. If the University intercollegiate Women's Basketball team receives an NCAA Women's Basketball Tournament bid while the Employee is the Head Coach, Employee will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence no later than June 30 of the current academic year. Additionally, if the University intercollegiate Women's Basketball team receives an NCAA Women's Basketball Tournament bid while the Employee is the Head Coach, each full-time assistant coach will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each such occurrence thereof no later than June 30 of the current academic year.

(Group 8) NCAA Women's Final Four Participation. If the University intercollegiate Women's Basketball team participates in the NCAA Women's Basketball Final Four while the Employee is the Head Coach, Employee will receive additional compensation of Ten Thousand Dollars (\$10,000) for each such occurrence no later than June 30 of the current academic year. Additionally, if the University intercollegiate Women's Basketball team participates in the NCAA Women's Basketball Final Four while the Employee is the Head Coach, each full-time assistant coach will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year.

(Group 9) NCAA National Championship. If the University intercollegiate Women's Basketball team wins the NCAA Women's Basketball National Championship while the Employee is the Head Coach, Employee will receive additional compensation of Twenty-Five Thousand Dollars (\$25,000) for each such occurrence no later than June 30 of the current academic year. Additionally, if the University intercollegiate Women's Basketball team wins the NCAA Women's Basketball National Championship while the Employee is the Head Coach, each full-time assistant coach will receive additional compensation of Seven Thousand Five Hundred Dollars (\$7,500) for each such occurrence thereof no later than June 30 of the current academic year.

(Group 10) WNIT Tournament Postseason Participation. If the University intercollegiate Women's Basketball team participates in the Women's National Invitation Tournament (WNIT) while the Employee is the Head Coach, Employee will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each such occurrence no later than June 30 of the current academic year. Additionally, if the University intercollegiate Women's Basketball team participates in the Women's National Invitation Tournament (WNIT) while the Employee is the Head Coach, each full-time assistant coach will receive additional compensation of One Thousand Dollars (\$1,000) for each such occurrence thereof no later than June 30 of the current academic year.

(Group 11) WNIT Tournament Championship. If the University intercollegiate Women's Basketball team wins in the Women's National Invitation Tournament (WNIT) while the Employee is the Head Coach, Employee will receive additional compensation of Fifteen Thousand Dollars (\$15,000)

for each such occurrence no later than June 30 of the current academic year. Additionally, if the University intercollegiate Women's Basketball wins the Women's National Invitation Tournament (WNIT) while the Employee is the Head Coach, each full-time assistant coach will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year.

**C. Additional Compensation.**

Employee may retain all income from speeches; radio and TV shows (and other media) that are not otherwise required under the multi-media rights agreement with NIU; camps, clinics or other appearances by Employee; 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 ("IRS"), Illinois Department of Revenue or any other duly constituted taxing body.

**D. Additional Individual Benefits.**

Subject to the availability of funds as determined annually by the Associate Vice President/Director of Intercollegiate Athletics the following additional individual benefits are provided.

(1.) Club Memberships. The University will arrange for Employee to have country club membership benefits at a country club located in the general area of DeKalb, IL. Employee is responsible for the reporting and payment of any taxes which may be due or assessed as a result of the Employee's use of this membership and will cooperate in providing reports of usage, if required, to the University Payroll Office.

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

(3.) Tickets. Employee will be issued thirty (30) tickets for discretionary use by guests of Employee's choice to all home women's basketball games to aid university business promotional efforts of the women's basketball program and other institutional interests, and similarly eight (8) home game tickets for all other ticketed sports to promote intercollegiate athletics in general. These tickets are to be provided on a gratuitous basis to all and are not to be sold or transferred for any remuneration. Additionally, Employee will be issued twenty (20) tickets for discretionary use by guests of Employee's choice to all MAC (or subsequent conference to which the University Women's Basketball team belongs), Women's National Invitational Tournament or NCAA tournament games the Women's Basketball team participates in to further aid university business.

(4.) Vehicle or Vehicle Stipend. For the period that Employee is Head Coach and subject to 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 a 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 guidelines of the Internal Revenue Service and reported as income to 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 \$500 per month payable bi-monthly. Employee is required to provide proof of a current valid drivers' license and certify personal insurance requirements on an annual basis to receive the vehicle stipend.

(5.) Family Travel and Entertainment. The University may be responsible for Employee's spouse and Employee's children's reasonable travel expenses when Employee is traveling on University business with Employee's spouse and children. Such expenses shall be pre-approved in writing by the Associate Vice President/Director of Intercollegiate 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 Employee to provide reasonable notice of expense requests. Payment will be made on behalf of the spouse only when the presence of the spouse is necessary to further the interest of University (as reasonably determined by the Associate Vice President/Director of Intercollegiate Athletics or designee). When the Employee's spouse is traveling or otherwise functioning on official business for the University, the spouse shall be accorded recognition as functioning as a volunteer of the University and the State of Illinois and will be entitled to available legal protections and immunities. Such expenses may be taxable to the employee in accordance with federal tax law.

#### **E. Camps and Clinics.**

Subject to applicable University policies and procedures, Employee is responsible for management and operation of Employee's sport's camps or clinics. Employee will be entitled to all net revenue generated, less standard University operating expenses. 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 rules. Any such net revenue earned shall be paid to Employee through the University payroll and will be subject to normal payroll deductions. Employee shall not be entitled to conduct or direct summer camps that are not sponsored by the University, unless approved in advance in writing by the Associate Vice President/Director of Intercollegiate Athletics.

#### **F. Athletic Products Promotion and Endorsement.**

The University 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 Women's Basketball Head Coach, and when 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. For the services provided with regard to promotional activities and endorsement of such Products the Employee will be paid an amount agreed to by the parties.

**G. Reporting Requirements: Athletically Related Income and Benefits**

Employee is required by NCAA Bylaw 11.2.2 and this Agreement to provide a written detailed account annually to the Associate Vice President/Director of Intercollegiate Athletics and the University President for all athletically related income and benefits from sources outside the University. The approval of all athletically related income and benefits shall be consistent with applicable state law and University policy related to outside income and benefits applicable to all University employees. Sources of such income shall include, but are not limited to, the following: income from annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television and radio programs; and endorsements or consultation contracts with athletics shoe, apparel or equipment manufacturers, consistent with Article V of this Agreement.

**ARTICLE VI - OTHER EMPLOYMENT OR INCOME**

During the term of this Agreement Employee shall not engage in any other employment, act in a consulting capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the institution, except as may be permitted by the Constitution and Bylaws of the National Collegiate Athletic Association, the Rules and Regulations of the Board of Trustees of Northern Illinois University and with the prior written approval of the President of the University. 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 through the Associate Vice President/Director of Intercollegiate Athletics to the President of the University specifying the amount of all income and benefits from approved sources outside the institution. Except when Employee is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Employee may not be identified as the Women's Basketball Head Coach 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.

**ARTICLE VII - VIOLATIONS**

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

**ARTICLE VIII - 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 VI of this Agreement), or if Employee resigns, dies, or becomes permanently disabled to the extent that, in the judgment of the Associate Vice President/Director of Intercollegiate Athletics, Employee cannot satisfactorily perform the duties of Women's Basketball 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 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, or if the NCAA finds Employee to have been involved in major (as defined by the NCAA), repetitive violations (as defined by the NCAA) of NCAA rules and regulations (after all possible appeals and the like are exhausted).

(2.) Except for "*just cause*" reasons, should the University terminate this Agreement, the University will pay to the Employee a sum as full and complete liquidated damages therefore equal to 100% of the remaining base salary for the current contract year, 100% of the base salary for the immediately following contract year, and 50% of the entire base salary for each of the year(s) remaining in this Agreement or extensions thereof within ninety (90) days.

(3.) This Agreement and the aforementioned Notice of Appointment may be terminated upon written notice from the University at any time by the University for "*just cause*". For purposes of this Agreement, "*just cause*" shall be defined as:

- a) The failure by the Employee to perform in any material respect any of the Employee's duties or obligations under this Agreement;
- b) Material insubordination;
- c) 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);
- d) Participation in an act of dishonesty, which act is materially harmful to the University;

- e) Conduct of Employee that (a) violates widely held social values; AND; (b) is materially harmful to the University;
- f) Major violation by Employee of NCAA rules or regulations, as they may be amended from time to time (final judgment, following all possible appeals) And/or major violation by Employee of the rules or regulations of any athletic conference with which the University is affiliated (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) Material misconduct or materially unethical conduct described in the provisions set forth in University Policy or any misconduct or ethical policy developed in the future;
- i) Material, documented violations of the University policies, including the Sexual Harassment Policy or Nondiscrimination policy;
- j) If Employee knows (or would have known in the exercise of reasonable diligence) of a serious rule violation of NCAA, MAC 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 Associate Vice President/Director of Intercollegiate Athletics.

**B. Terminating Procedures.**

Any termination for just cause during the course of a contract year shall be, without limitation, pursuant to University procedures and protections available to other employees of similar employee classification, rank and status.

**C. 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 Women's Basketball Head Coach Contract and that its investment would be lost were Employee to resign or otherwise terminate Employee's employment with the University 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 Women's Basketball Head Coach Contract 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 during this Agreement, Employee must notify the University's Associate Vice President/Director of Intercollegiate Athletics of such opportunity



or interest in writing before any discussions can be held by Employee with the anticipated coaching-position principals.

(2.) If Employee chooses to resign before completion of Employee's agreed term of service, 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, 2020 or extensions of the original term, 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 120 days of Employee's resignation effective date to the employer University a sum equal to the applicable amount specified below. This payment will uncontestable 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 Women's Basketball Head Coach at Northern Illinois University to become a Women's Basketball Head Coach, associate or assistant coach or a senior administrator at another institution (College or University), or a Women's Basketball Coach, associate or assistant coach with a professional league or team, 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 prior to June 30, 2016: \$350,000
- If Employee accepts another position prior to June 30, 2017: \$300,000
- If Employee accepts another position prior to June 30, 2018: \$250,000
- If Employee accepts another position prior to June 30, 2019: \$175,000
- If Employee accepts another position prior to June 30, 2020: \$0

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 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 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.

#### **D. Limitation of Damages for Terminations.**

Except for automatic terminations defined in Article VIII 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. Unless otherwise provided, nothing herein shall adversely affect or limit Employee's right to claim damages based upon base salary, plus merit adjustments, which might be due for the remainder of the term of this Agreement or any extension thereof. Such amount 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, perquisites or income resulting from activities such as, but not limited to, sport camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the University's termination of this Agreement. The foregoing is not, nor shall it be construed to be, a penalty.

#### **ARTICLE IX - STANDARD OF CONDUCT**

The employment and performance of Employee is subject to the Policies and the Rules and Regulations of the Board of Trustees of Northern Illinois University, the institutional rules of the University, the Constitution and Bylaws of the National Collegiate Athletic Association, and the Constitution and Rules of any intercollegiate athletic conference of which the University is a member. 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.

#### **ARTICLE X - MISCELLANEOUS**

##### **A. Determination of Athletic Eligibility.**

The University's determination of the intercollegiate athletic and academic eligibility of student-athletes or the imposition of disciplinary sanctions (including expulsion) on student-athletes shall not be a violation of any of our understandings.

##### **B. Tenure.**

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

##### **C. Entire Agreement: Amendments.**

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

**D. 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.

**E. 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.

**F. University to Retain All Materials and Records.**

Except as set forth in Article V Section C in this Agreement, 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.

**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:                      Women's Basketball Office  
   Convocation Center  
   Northern Illinois University

To the University:                      Associate Vice President/  
   Director of Intercollegiate Athletics  
   Northern Illinois University

With copies to:                              Vice President and General Counsel  
   Northern Illinois University

**I. Merger and Amendment.**

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

#### **ARTICLE XI - GOVERNING LAW**

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

**ARTICLE XII - ACKNOWLEDGEMENT**

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

Northern Illinois University enthusiastically looks forward to Employee's service as this institution's Women's Basketball Head Coach. Please indicate Employee's agreement with these terms and conditions by signing and dating three copies of this Employment Agreement and returning them.

**BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY**


**LISA M. CARLSEN**

By   
Alan D. Phillips  
Vice President, Administration and Finance


By   
Lisa M. Carlsen

Date 10/9/15

Date 10-12-15

By   
Jerry D. Blakemore  
Vice President and General Counsel

Date October 7, 2015

By   
Seán J. Frazier  
Associate Vice President and  
Director of Intercollegiate Athletics

Date 10/12/15

FIRST AMENDMENT TO THE NORTHERN ILLINOIS UNIVERSITY WOMEN'S BASKETBALL HEAD COACH  
CONTRACT

This First Amendment to the Northern Illinois University Women's Basketball Head Coach Contract ("First Amendment") is made and entered into this 30<sup>th</sup> day of June, 2017, by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("University" or "NIU") and LISA M. CARLSEN ("Employee" or "Coach").

WHEREAS, the University and the Employee entered into the Northern Illinois University Women's Basketball Head Coach Contract ("Employment Agreement") on October 12, 2015; and

WHEREAS, the parties wish to amend said Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. The first sentence of that certain Employment 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 LISA M. CARLSEN ("Employee" or "Coach")** have entered into this 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 Women's Basketball Team and to serve the entire term of this Employment Agreement, and any extensions thereof.

2. The first, second and third paragraphs of Article III of that certain Employment Agreement shall be deleted in their entirety and the following shall be substituted in their place:

Both University and Employee acknowledge and agree that the original term of the Employment Agreement was for the period beginning July 1, 2015, and ending June 30, 2020.

Subject to the terms and conditions of the Employee Agreement and this First Amendment, the end date of the Employee's terms as head coach of the intercollegiate Women's Basketball program shall be extended until June 30, 2024.

Additionally, beginning July 1, 2017, the term of this First Amendment shall be automatically extended one (1) year ("Extension Year") for each Contract Year, defined to mean the twelve month period commencing each July 1 and ending the following June 30, that the women's

basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship, Regular Season Co-Championship, Divisional Championship, competes in the MAC (or subsequent conference to which the University Women's Basketball team belongs) Tournament Championship game or participates in the NCAA Women's Basketball Tournament or the Women's National Invitation Tournament (WNIT). Any extension under this Article III shall become effective immediately upon any of the named accomplishments.

NIU will not use the fact that the state procedures require one-year contracts as an artificial pretext to terminate the Employee's employment before the end of the term or any optionally extended period, or extension, has ended unless, of course, such reason would be exceptionally justified and incontestably acceptable to the parties hereto if the Illinois General Assembly does not continue its appropriations(s) for or the University cannot reasonably fund those operations of the University with which Employee will be involved.

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 Northern Illinois University.

3. The fifth paragraph of Article IV(A) of that certain Employment Agreement shall be deleted in entirety and the following shall be substituted in its place:

The Coach 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 Associate Vice President/Director of Intercollegiate Athletics, faculty advisors and all coaches at the University are considered as "Campus Security Authorities" ("CSAs") and as such the Women's Basketball Head Coach shall perform duties consistent with that title including the requirement of reporting certain crimes. 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.

4. The following sentence shall be inserted after the first sentence of Article V(A) of that certain Employment:

Effective July 1, 2017, the Annual Salary for duties performed by Employee under this Agreement shall be \$180,252 payable in \$15,021.00 monthly installments (bi-monthly \$7,510.50).

5. The opening paragraph of Article V(B) of that certain Employment Agreement shall be deleted in its entirety and the following shall be substituted in its place:

When the coaching efforts of Employee result in the University Women's Basketball team being recognized in any of the following ways, Employee and designated staff employed within the University Women's Basketball program will be paid a performance incentive ("Performance

Incentive”) in the amounts indicated below. Please note: unless otherwise noted, earned 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 will only be made on incentive compensation based on performance and in accordance with State of Illinois law and University regulations.

6. Article V(B)(Group 1) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Graduation Success Rate (“GSR”). For each full academic year the Employee is Head Coach and the University Women’s Basketball team achieves a GSR 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 University as the Women’s Basketball Head Coach on the date APR score is released to the public by the NCAA to be eligible for this *Group 1* Performance Incentive.

- |                                      |         |
|--------------------------------------|---------|
| • A GSR greater than or equal to 75% | \$1,500 |
| • A GSR greater than or equal to 85% | \$2,500 |
| • A GSR greater than or equal to 95% | \$5,000 |

Additionally, for each year that the University Women’s Basketball team achieves a GSR as defined by the NCAA and as outlined above, each full-time women’s basketball assistant coach will receive additional compensation of One Thousand Dollars (\$1,000) no later than June 30 of the current academic year less all mandatory payroll deductions. Without prejudice to the foregoing, each full-time assistant coach must be employed by University in the capacity of full-time assistant women’s basketball coach on the date GSR score is released to the public by the NCAA to be eligible for this *Group 1* Performance Incentive.

7. Article V(B)(Group 2) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Academic Progress Rate (“APR”). For each full academic year the Employee is Head Coach and the University Women’s Basketball 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 University as the Women’s Basketball Head Coach on the date APR score is released to the public by the NCAA to be eligible for this *Group 2* Performance Incentive.

- |                                       |         |
|---------------------------------------|---------|
| • An APR greater than or equal to 960 | \$1,500 |
| • An APR greater than or equal to 970 | \$2,500 |
| • An APR greater than or equal to 980 | \$5,000 |

Additionally, for each year that the University Women’s Basketball team achieves a multi-year APR as defined by the NCAA and as outlined above, each full-time assistant coach will receive



additional compensation of One Thousand Dollars (\$1,000) no later than June 30 of the current academic year less all mandatory payroll deductions. Without prejudice to the foregoing, each full-time assistant coach must be employed by University in the capacity of full-time assistant women's basketball coach on the date APR score is released to the public by the NCAA to be eligible for this *Group 2 Performance Incentive*.

8. Article V(B)(Group 4) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Mid-American Conference Regular Season West Champions or West Co-Champions. If the University intercollegiate Women's Basketball Team wins the MAC West Division (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship or Co-Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions. Additionally, if the University intercollegiate Women's Basketball team wins the MAC West Division (or subsequent conference to which the University Women's Basketball team belongs) Regular Season (or subsequent division) Championship or Co-Championship in any given year while Employee is Head Coach, each full-time assistant women's basketball coach will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions.

9. Article V(B)(Group 5) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Mid-American Conference Regular Season Champions or Co-Champions. If the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball 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 June 30 of the current academic year, less all mandatory payroll deductions. Additionally, if the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Regular Season Championship or Co-Championship in any given year while Employee is Head, each full-time assistant women's basketball coach will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions.

10. Article V(B)(Group 6) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Mid-American Conference Tournament Championship. If the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Tournament 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 June 30 of the current academic year, less all

mandatory payroll deductions. Additionally, if the University intercollegiate Women's Basketball team wins the MAC (or subsequent conference to which the University Women's Basketball team belongs) Tournament Championship in any given year while Employee is Head Coach, each full-time assistant women's basketball coach will receive additional compensation of Five Thousand Dollars (\$5,000) for each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions.

11. Article V(B)(Group 7) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

NCAA Tournament Postseason Participation. If the University Intercollegiate Women's Basketball Team receives an invitation to the NCAA Women's Basketball Tournament while the Employee is the Head Coach, Employee will receive additional compensation of Ten Thousand Dollars (\$10,000) for each game played in the NCAA Women's Basketball Tournament no later than June 30 of the current academic year, less all mandatory payroll deductions. Additionally, if the University Intercollegiate Women's Basketball Team receives an invitation to the NCAA Women's Basketball Tournament while the Employee is the Head Coach, each full-time assistant women's basketball coach will receive additional compensation of Five Thousand (\$5,000) for each game played in the NCAA Women's Basketball Tournament no later than June 30 of the current academic year, less all mandatory payroll deductions.

12. Article V(B)(Group 10) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

WNIT Postseason Participation. If the University Intercollegiate Women's Basketball Team receives an invitation to the Women's National Invitation Tournament (WNIT) while the Employee is the Head Coach, Employee will receive additional compensation of Five Thousand Dollars (\$5,000) for each game played in the WNIT no later than June 30 of the current academic year, less all mandatory payroll deductions. Additionally, if the University Intercollegiate Women's Basketball Team receives an invitation to the Women's National Invitation Tournament (WNIT) while the Employee is the Head Coach, each full-time assistant women's basketball coach will receive additional compensation of Two Thousand Five Hundred (\$2,500) for each game played in the WNIT no later than June 30 of the current academic year, less all mandatory payroll deductions.

13. The following paragraph shall be added as Article V(B)(Group 12) of that certain Employment Agreement:

Mid-American Conference Player of the Year. Employee shall be compensated Five Thousand Dollars (\$5,000) for each student-athlete that, while belonging to the Women's Basketball team, is named MAC (or subsequent conference to which the University Women's Basketball team belongs) Player of the Year. This incentive will be distributed no later than June 30 of the current academic year, less all mandatory payroll deductions.

14. The following paragraph shall be added as Article V(B)(Group 13) of that certain Employment Agreement:

Mid-American Conference Top Four Seed. If the University Intercollegiate Women’s Basketball Team finishes in the top four of the MAC (or subsequent conference to which the University Women’s Basketball team belongs) Regular Season and subsequently receives a first round bye to the women’s basketball conference post-season tournament in any given year while the Employee is Head Coach, Employee will receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) on each such occurrence thereof no later than June 30 of the current academic year, less all mandatory payroll deductions.

15. The following paragraph shall be added as Article V(H) of that certain Employment Agreement:

**H. Donor Engagement.** As compensation for additional work performed during subsequent fiscal years defined in this First Amendment, beginning July 1, 2017, for duties related to donor engagement, the University shall compensate the Employee in the amount of Twenty Five Thousand Dollars (\$25,000), payable in quarterly installments of Six Thousand Two Hundred and Fifty Dollars (\$6,250) no later than the pay period at the end of each quarter of each fiscal year (September, December, March, June). Employee must be employed by University as the Women’s Basketball Head Coach on the last business day of the quarter to receive additional compensation. The compensation in this section does not affect base salary. Any payments under this section are subject to satisfactory performance as determined by the Associate Vice President/Director of Intercollegiate Athletics.

16. Article V(G) of that certain Employment Agreement shall be deleted in its entirety.

17. Article VIII(C)(3) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

If Employee resigns Employees position as Women’s Basketball Head Coach at Northern Illinois University to become a Women’s Basketball Head Coach at an institution that is a member of a Power Five Conference, 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 prior to June 30, 2018: \$175,000
- If Employee accepts another position prior to June 30, 2019: \$150,000
- If Employee accepts another position prior to June 30, 2020: \$100,000
- If Employee accepts another position prior to June 30, 2021: \$100,000
- If Employee accepts another position prior to June 30, 2022: \$50,000
- If Employee accepts another position prior to June 30, 2023: \$50,000
- If Employee accepts another position prior to June 30, 2024: \$0
- If Employee accepts another position prior to June 30 of any Extension Year: \$50,000

Once paid, such payment shall constitute University's sole compensation and remedy. The University agrees to waive and hereby does waive any claim to punitive 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 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.

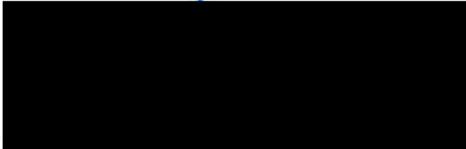
In all other respects the terms and conditions of that certain Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this First Amendment in the appropriate spaces below.

**BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY**

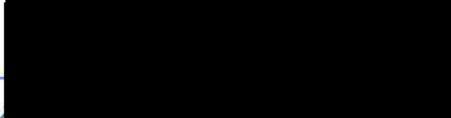
By   
**Christopher K. McCord**  
**Acting Executive Vice President & Provost**

Date 12/15/17

By   
**Sean T. Frazier**  
**Associate Vice President and  
Director of Intercollegiate Athletics**

Date 12/13/17

**LISA M. CARLSEN**

By   
**Lisa M. Carlsen**

Date 12-15-17