



NORTHERN ILLINOIS UNIVERSITY
INTERCOLLEGIATE ATHLETICS

1525 West Lincoln Highway
Convocation Center 200
DeKalb, IL 60115-2854

Jeff Compher
Associate Vice President
Director of Athletics

Telephone (815) 753-7370
Fax (815) 753-9355
E-mail jcompher@niu.edu

December 1, 2010

TO: Kathi Bennett **CONFIDENTIAL**

FROM: C. Jeffrey Compher
Associate Vice President/Director of Intercollegiate Athletics

RE: LETTER OF EMPLOYMENT AGREEMENT - Employment as Head Women's Basketball Coach

This Letter of Employment Agreement (occasionally referred to as "Letter" or "Agreement") is in addition to and does not supersede the terms and conditions of the standard Northern Illinois University Notice of Appointment. The parties have previously signed a copy of that Notice, in addition to this Letter of Employment Agreement.

The purpose of this letter is to confirm the understandings of the parties relating to Kathi Bennett's (hereinafter "Employee") appointment as Head Women's Basketball Coach at Northern Illinois University, effective June 1, 2010, on the terms and conditions set forth on the standard Notice of Appointment and as set forth below.

1. Board of Trustees Regulations – Board *Regulations* require a new contract for each fiscal year (*i.e.*, beginning July 1) for all Supportive Professional Staff with Temporary Status. Any salary increases for so-called Temporary Supportive Professional Staff 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 his/her designee. 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, 2011. After that date, the understandings set forth in this Letter 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. At present, we anticipate no interruption to these appropriations or this funding.
2. Duration Conditions
 - A. Subject to the other terms and conditions of this Letter, it is the intent of the University that Employee will be employed for a minimum of five (5) years and one (1) month beginning on

June 1, 2010 and ending on June 30, 2015. But for the initial timing of this matter and the requirements that members of the Supportive Professional Staff with Temporary Status cannot have more than a one-year contract because State funds in future fiscal years cannot be committed or guaranteed, this contract would be written for a five (5) year and one (1) month term. Employee will be issued a series of contracts: an initial contract running through June 30, 2010, and then five (5) one-year contracts, the first one-year contract commencing on July 1, 2010, and ending on June 30, 2011, and the others for subsequent years (*i.e.*, through June 30, 2015).

- B. Subject to approval by both parties, either party may initiate negotiations to extend the duration of this Letter of Employment Agreement at any time. Such negotiations may address a possible specific extension, but shall not be structured as a rolling contract.
- C. NIU will not use the fact that the State procedures require one-year contracts as an artificial pretext to terminate Employee's employment before the five (5) years and one (1) month period, or extension, has ended, unless such reason would be justified if the Illinois General Assembly does not continue its appropriation(s) for or the University cannot fund those operations of the University with which Employee will be involved.
- D. Notwithstanding anything contained herein, should Employee be in breach of any portion of this Letter of Employment Agreement or Employee's annual contract, Employee's contract can be terminated before the five (5) years and one (1) month period, or extension thereof, ends.

- 3. Evaluation – Prior to June 30 of each year, the Associate Vice President/Director of Intercollegiate Athletics or his/her designee will evaluate Employee's performance and discuss it with Employee. This evaluation will be conducted in the same manner as the evaluations of others in the Department of Intercollegiate Athletics. This annual evaluation will take into account prior evaluations and the expectations and goals set for Employee by Employee, Employee's Sport Administrator and the Associate Vice President/ Director of Intercollegiate Athletics. In addition, for each year Employee serves as Head Women's Basketball Coach, Employee will be responsible for the evaluation of all Employee's assistant coaches. The results of these shall be shared with the Associate Vice President/Director of Intercollegiate Athletics or his/her designee. The results of the annual evaluation will have a direct bearing on salary increases.
- 4. Employment as Employee of the University — Be advised that the Illinois Freedom of Information Act may require release of NIU employment contracts and Letters of Employment Agreements to members of the public upon their request and that benefits and salaries of state employees are readily available to the public.

It is understood by the parties that nothing in this letter shall limit the University's rights and options under and pursuant to its customary academic or personnel procedures, including the right to reassign Employee to other positions with different duties (consistent with Employee's education, training, and experience). If Employee declines to accept such other positions or duties, the University may terminate all contracts or agreements with Employee subject to the procedures of this Agreement. Nothing in this paragraph shall preclude the parties from negotiating the termination and/or buyout of Employee's contract.

- 5. Duties and Responsibilities – In Employee's position as Head Women's Basketball Coach, Employee will be responsible and directly accountable for budget, scheduling, and the recruiting, training, supervision, and evaluation of student-athletes and coaching staff. In addition, Employee is responsible for assuring that there are no violations of any of the University or NCAA rules or regulations whether referred to in this Letter of Employment Agreement or not. Employee's 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 and the State of Illinois.

6. General Duties and Responsibilities of Coach – During the period in which the University employs Employee as Head Women’s Basketball Coach, Employee agrees to undertake and perform properly, efficiently, to the best of Employee’s ability, and consistent with the standards of the University, all duties and responsibilities attendant to the position of Head Women’s Basketball Coach of the University’s women’s basketball team as set forth in this Letter of Employment Agreement. Employee further agrees to abide by and comply with the *Constitution, Bylaws*, and interpretations of the National Collegiate Athletic Association (“NCAA”) and the Mid-American Conference (“MAC”), as well as all NCAA and MAC (and/or any future conference) and University rules and regulations relating to the conduct and administration of the Women’s Basketball 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, or has reasonable cause to believe, that violations of such *Constitution, Bylaws*, interpretations, rules or regulations have taken place, Employee shall report the same promptly to the NCAA Compliance Officer and Associate Vice President/Director of Intercollegiate Athletics of the University. Employee agrees to adhere to, respect and follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student-athletes for the Women’s Basketball Program. All academic standards, requirements and policies of the University shall also be observed by Employee and members of Employee’s staff, including assistant coaches, at all times and shall not be compromised or violated at any time.
7. Violations of NCAA Rules and Regulations – If Employee is found to be in violation 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 in the NCAA enforcement procedures. Employee may be suspended for a period of time, with or without pay, or the employment of Employee may be terminated as appropriate per provisions in Sections 14 through 16 below if Employee is found to have been involved in significant, repetitive, or intentional violations of NCAA, conference or University, rules and regulations.
8. Reporting Relationship – Employee will report to the Associate Vice President/Director of Intercollegiate Athletics or to such other person who might be designated by the Associate Vice President/Director of Intercollegiate Athletics or the President of the University.
9. Determination of Athletic Eligibility – The University’s determination of the scholastic 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.
10. Salary
 - A. Base Salary– From June 1, 2010 to June 30, 2010, Employee will be paid at the annual salary rate of \$133,000.00 per annum or \$11,083.33 per month. All salary is 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. Beginning July 1 of each subsequent year, Employee will be issued a contract at the base salary of the previously contracted year plus whatever merit adjustments are made by the Associate Vice President/Director of Intercollegiate Athletics, with the approval of the President. Such

