EMPLOYMENT AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY
AND
RICHARD MOCARSKI

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

RECITALS

WHEREAS, the University desires to appoint and employ Richard Mocarski as Vice President for Research and Innovation Partnerships ("VPRIPS") of the University on the terms and conditions hereinafter set forth; and

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

WHEREAS, the Employee's appointment as VPRIPS shall be duly approved by the Board of Trustees of Northern Illinois University ("Board of Trustees"); and

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

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

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

ARTICLE I - APPOINTMENT

1.0 Position. The University appoints and employs Richard Mocarski as Vice President for Research and Innovation Partnerships of Northern Illinois University, and Richard Mocarski agrees to be employed full-time by the University as the University's Vice President for Research and Innovation Partnerships.

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

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

(a) Leader of the Division of Research and Innovation Partnerships; and

(b) Chief research officer of the University; and

(c) Representative of the Division of Research and Innovation Partnerships to the rest of University, particularly to the University's leadership; and

(d) Representative of the University's leadership to the Division of Research and Innovation Partnerships; and

(e) Steward of the resources of the Division of Research and Innovation Partnerships; and

(f) Representative of the Division of Research and Innovation Partnerships and the University to external stakeholders, e.g. alumni, donors, state and local government, higher education organizations, private sector partners, members of regional networks.

Accordingly, the essential responsibilities and duties of the VPRIPS include, but are not limited to:

(a) Providing leadership, management, and strategic direction for the Division of Research and Innovation Partnerships, including developing and implementing the vision, plan, and policies guiding the University's research portfolio, and overseeing all aspects of the University's research infrastructure, operations, research facilities, and compliance; and
(b) Providing fiscal management and oversight for the Division of Research and Innovation Partnerships; and
(c) Providing personnel management for the Division of Research and Innovation Partnerships; and
(d) Becoming involved in the greater DeKalb community and the Illinois innovation ecosystem through committee work and engagement with appropriate agencies and organizations; and
(e) Conducting fundraising for the Division of Research and Innovation Partnerships through collaborative efforts with the NIU Foundation; and
(f) Working with marketing and communications to effectuate appropriate media and public relations as needed; and
(g) Assuring compliance with all applicable regulations and laws; and
(h) Performing other duties as may be assigned or delegated by the University.

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

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

1.4 Compliance. The Employee agrees to comply with all federal and State laws such as, but not limited to, Title IX of the Education Amendments of 1972 and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The University and the Employee acknowledge that the Employee is considered a "Campus Security Authority," and as such, the

Employee shall perform duties consistent with that title, including, but not limited to, prescribed training and the requirement of reporting certain crimes as defined by the Clery Act and other applicable authority. The Employee further agrees to comply with the Illinois State Officials and Employees Ethics Act (5 ILCS 430/5-45) and its "Revolving Door" provisions, if applicable.

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

ARTICLE II - TERM

2.0 Initial Term. The term of this Agreement commences on the Effective Date and terminates on June 30, 2029 ("Term"), unless renewed, extended or sooner terminated as provided for in this Agreement.

2.1 Renewal or Extension. Either party may request a renewal of the Term by providing written notice of interest to renew not later than January 1, 2029. In the event the other party does not provide written notice of accepting such renewal, this Agreement shall automatically terminate as of June 30, 2029.

ARTICLE III - COMPENSATION

3.0 Annual Salary. The annual salary ("Annual Salary") for duties performed by the Employee shall be Two Hundred Eighty-six Thousand Dollars and 08/100 ($286,000.08). Annual Salary is payable in accordance with the University's payroll policies and procedures, with applicable deductions or withholdings as required by law and regulations. Any increases to Annual Salary shall be in the sole discretion of the University. The Employee shall be eligible for any salary increase program applicable to the University's other senior administrators during the term of this Agreement.

As of July 1, 2025, and for Fiscal Year 2026 only, the Employee shall receive one of the following (whichever is higher): (i) a salary increase of three percent (3%) of the Employee's annual base salary, or (ii) any increase that the Employee is eligible to receive for any salary increment program or incremental salary increase that the Board of Trustees and/or the University may offer University employees during any fiscal year of the Term for which the Employee is eligible, if such increase is in effect as of July 1, 2025. Following Fiscal Year 2026, the Employee will be eligible for the any increase the employee is eligible to receive provided by the Board of Trustees and/or the University.

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

3.2 Business and Travel Expenses. The University shall reimburse the Employee for all reasonable University-related business and travel expenses, including those associated with annual dues and membership fees and expenses for professional associations and professional development opportunities, meetings and entertainment, in accordance with State and University policies and procedures, as existing or hereafter promulgated. The Employee agrees to reimburse the University for any personal charges incurred in connection with activities described in this Article but charged to the University.

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

3.4 Automobile. The University will provide a monthly car stipend equal to $800 per month payable bi-monthly. Employee is required to provide proof, upon request, of a current valid driver's license and certify personal insurance requirements on an annual basis to receive the vehicle stipend.

ARTICLE IV - OTHER EMPLOYMENT/DISCLOSURES OF INTEREST

During the Term of this Agreement, the Employee will perform the Employee's duties and responsibilities under this Agreement full-time and devote such efforts as may be required by and in accordance with State law and applicable Board of Trustees and University policies and procedures. The Employee shall obtain the written approval of the President, or assigned designee, for any of the Employee's personal interests or commitments that might influence or appear to influence the Employee's duties and responsibilities under this Agreement.

During the Term of this Agreement, on a personal basis, the Employee shall not solicit money, loans, gifts or discounts and shall refrain from accepting money, gifts, entertainment, favors, or services that give rise to potential conflicts of interest or commitments or that might influence or appear to influence the Employee's duties and responsibilities under this Agreement.

ARTICLE V - TERMINATION

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

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

(i) A deliberate or serious violation of any local, State or federal law, rule, regulation or Constitutional provision, or Board of Trustees or University bylaw, regulation or rule, which violation may, in the sole judgment of the University, reflect unfavorably upon the Board of Trustees or University in any material respect;

(ii) Material insubordination;

(iii) the Employee's conviction or plea of *nolo contendere* to a misdemeanor involving financial impropriety, moral turpitude or harassment of a University student or employee, or any conviction or plea of *nolo contendere* to a felony, or the University's independent finding of any conduct of the Employee that constitutes financial impropriety, moral turpitude or harassment;

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

(v) Misconduct (as defined by the Government Severance Pay Act (5 ILCS 415/)) or willful neglect in the performance of the Employee's duties that harms the University;

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

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

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

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

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

(xi) As otherwise defined by law.

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

The Parties understand and agree that the University shall have no obligation to use progressive discipline regarding the Employee's misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline. In the event of termination of this Agreement for Good Cause, all obligations of the University under this Agreement shall cease immediately; provided, however, that the University shall be responsible to pay the Employee all amounts of compensation the Employee has earned (or which have accrued or have been achieved), but remain unpaid, as of the date of termination.

5.2 Termination Due to Inability to Perform Employee's Functions. This Agreement shall terminate automatically if the Employee is unable to discharge the duties and responsibilities of the position of VPRIPS or an anticipated absence of the Employee will last for more than thirty (30) calendar days, except where the Employee requests and is granted a leave of absence, and/or pending approval of available SURS disability benefits. Circumstances under which such automatic termination may occur include, but are not limited to:
(i) Incapacity, as determined by the Employee or the President;
(ii) Incapacity, as certified by an appropriate medical provider or judicially declared by a court of competent jurisdiction;
(iii) death.

"Incapacity" shall mean the Employee is unable to receive and evaluate, make or communicate, or understand the nature and effects of decisions to such an extent that the Employee lacks the ability to meet the essential elements of this Agreement. In the event of any termination of this Agreement under this Article, the University shall be obligated to compensate the Employee or the Employee's estate in accordance with this Agreement for services performed prior to the termination date (including any amounts which were earned, achieved, or which accrued as of said date) and, in the event of incapacity or death, the Employee or the Employee's estate shall be entitled to those benefits, if any, that are payable under any University group employee insurance or benefit plan in which the Employee is enrolled.

5.3 Termination by University without Good Cause. The University may terminate this Agreement without Good Cause by delivering to the Employee a written notice of the University's intent to terminate this Agreement without Good Cause, which notice shall be effective upon the University sending notice to the Employee or at such later time as such notice may specify. If the University terminates the Employee's appointment without Good Cause, then the following shall occur:

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

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

Payments to the Employee under this Article shall be considered liquidated damages, in lieu of all other damages, and the parties agree that acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for all damages and injury suffered by the Employee because of said termination by the University. Acceptance of such payments shall constitute a waiver of any and all other damages or penalties against the Board of Trustees, the University, and their trustees, officers, agents and employees.

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

5.4 Resignation by Employee. The Employee may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to the University. The Employee's employment as VPRIPS shall cease on the effective date of the Employee's resignation. Neither party shall have any further rights or obligations hereunder with respect to the Employee's employment as VPRIPS, except to any salary or benefits the Employee accrued before the effective date of the Employee's resignation. Following receipt of the Employee's notice to terminate under this Article, the University may decide to terminate the Employee's appointment as VPRIPS prior to the date set forth in the notice.

5.5 Limitation of Damages for Termination. In the event of a termination by the University, with or without Good Cause, damages which may be assessed against the University (or anyone connected with the University) shall not include loss of any collateral business opportunity, or of extra compensation (regardless of source) or any other benefits (whether contemplated by this Agreement or not) from any source outside the University. Nothing herein shall be deemed to be an acknowledgement that any damages whatsoever are available in the event the termination is with or without Good Cause. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits or income that may ensue as a result of the University's termination of this Agreement.

5.6 Reassignment. In the event the University has the right to terminate this Agreement pursuant to Article V of this Agreement, the University may alternatively elect to remove Employee from the duties and responsibilities as VPRIPS and reassign Employee to other duties and responsibilities within the University for the remainder of the Term. In the event of such reassignment, the sole compensation for the performance of such reassigned duties and responsibilities shall be the Annual Salary of this Agreement in effect on the date of reassignment. Following the conclusion of the thirty (30) days after a reassignment by the University pursuant to this Article, Employee shall have the right to terminate this Agreement (without penalty) upon written notice to the University.

ARTICLE VI – REPRESENTATION AND WARRANTY

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

ARTICLE VII - INDEMNIFICATION

Per applicable State law and Board of Trustees Bylaws, in the event the Employee incurs or will reasonably expect to incur expenses in connection with any claim, or actual or threatened action, suit, proceeding or investigation (civil, administrative, or other non-criminal proceedings) or appeal in which the Employee may be involved by reason of being or having been VPRIPS of the University, the Employee will be entitled to indemnification from the University. Determinations as to the extent and scope of any such indemnification will be as reasonably necessary as determined by the Board of Trustees in good faith, and made pursuant to applicable law, Board of Trustees Bylaws, insurance policies covering University employees, and any other applicable authority, as existing or hereafter promulgated.

ARTICLE VIII – DISCLOSURE OF AGREEMENT TERMS AND CONDITIONS

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

ARTICLE IX - MISCELLANEOUS

9.0 Entire Agreement. This Agreement, together with the offer letter dated April 2, 2024 ("Offer Letter"), constitutes the full and complete understanding of the parties with respect to the Employee's employment as VPRIPS and supersedes all prior understandings, either written or oral, between the University and the Employee regarding the subject matter. To the extent there is a conflict between the terms in the Offer Letter and this Agreement, the terms in this Agreement shall govern. This Agreement may be amended only in writing and if signed by the University and the Employee, except for increases in pay or benefits, which may be accomplished without the necessity of written modification or amendment.

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

9.2 Severability. If any provision of this Agreement is judicially found to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, if necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid, mutually binding and enforceable.

9.3 No Waiver of Default. No waiver by either party of any default or breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or other covenant, term or condition contained herein.

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

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

9.6 Employer's Legal Immunities and Defenses. Nothing in this Agreement shall be construed to constitute a waiver or relinquishment by the University, the Board of Trustees, or the State or their respective officers, employees, or agents of their right to claim such exemptions, defenses, privileges and immunities from lawsuits as may be provided by State or federal law.

9.7 Notices. All notices, requests, demands, and other communications permitted or required by this Agreement will be in writing, and either delivered in person; sent by overnight delivery service providing receipt of delivery; or mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other party. Any notice sent by hand delivery or by overnight courier will be deemed to have been received on the date of such delivery. Any notice sent by mail will be deemed to have been received on the third business day after the notice will have been deposited in the mail. All such notices and communications, unless otherwise designated in writing, will be sent to:

To the Employee:	Richard Mocarski Last Known Home Address On File with University's Human Resource Services Department
To the University:	Office of the President Northern Illinois University Altgeld Hall 300 DeKalb, IL 60115
With copy to:	Office of the General Counsel Northern Illinois University Altgeld Hall 330 DeKalb, IL 60115

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

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

9.10 Effectivity. This Agreement shall only become effective upon final action by the Board of Trustees as required by Board of Trustees and University Bylaws and Regulations.

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

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

Termination or Nonrenewal of Contract as stated in the NIU Constitution and Bylaws will no longer apply.

You should notify the International Student and Faculty Office and Human Resource Services of any work authorization extensions or immigration status changes. It is the responsibility of the employee to maintain a valid work authorization at all times.

Onboarding will include the following forms:

- Personal Data Form
- Declaration of Status under the State University Retirement System
- Mandated Reporter Training
- Foreign National Information Form (FVTA) - *non-residents only*
- Job Not Covered by Social Security - SSA FORM 1945
- 9/12 election of payment option for salaried employees, *as applicable*
- Ethics Training

Orientation

After the HR Onboarding Portal is complete, you will be directed to the HR Orientation Portal. Orientation will provide you with helpful information about the University, your benefits (if eligible), payroll and other resources you will find valuable in your new position with us.

Please acknowledge your acceptance of this appointment by signing and dating the last page of this letter. Then forward the entire offer letter, including the original singed acceptance, and completed forms to our office within 5 days.

If you have any questions regarding this offer, please feel free to contact us.

Sincerely, [redacted]

Lisa C. Freeman, D.V.M., Ph.D.
President

Acceptance

The annual salary and appointment stated herein are subject to sufficient funds being appropriated by the State of Illinois; awarded/maintained by a grant or contract; and/or generated by tuition, fees, or local fund sources. Appointments at Northern Illinois are subject to the statutes of the State of Illinois and the latest revisions of the governing bylaws, Regulations, policies and practices of the Board of Trustees. Appointments are also subject to the latest revisions of all university policies and procedures; most of which, are stated in employee handbooks, procedure manuals, and the Constitution and Bylaws of the university. Under certain state laws, as well as University regulations, policies and procedures, indebtedness to the University may be withheld from compensation payments to employees. Acceptance of this appointment includes consent to such withholding when assessed in accord with appropriate legal standards.

I understand that my performance will be evaluated and that my appointment status subsequent increases in compensation are subject to availability of funds and/or applicable standards of performance. The terms of this appointment are binding upon both parties and shall remain in full force and effect during my employment at Northern Illinois University, including subsequent appointments, if applicable.

I hereby acknowledge and accept the terms of this offering letter, and all related university policies and procedures associated with my appointment. My signature and date below signify acceptance of the terms of the above contract.

Signature [redacted]____________________

Date 4/2/2024______________________________________

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY AND RICHARD MOCARSKI

This First Amendment to Employment Agreement ("First Amendment") is between the Board of Trustees of Northern Illinois University ("University" or "NIU") and Richard Mocarski ("Employee"). The University and the Employee may hereinafter be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Employment Agreement effective as of July 1, 2024, ("Employment Agreement") to employ Richard Mocarski as Vice President for Research and Innovation Partnerships of the University; and

WHEREAS, both the University and the Employee desire to amend the terms of the Employment Agreement.

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

1. Faculty Appointment. Effective July 1, 2024, the Employee will assume a tenured appointment at the rank of professor in the College of Liberal Arts and Sciences, Department of Communication. During Employee's term as Vice President for Research and Innovation Partnerships, Employee shall maintain Employee's faculty appointment and rank but will not receive any additional compensation in consideration of the faculty appointment. It is further agreed that the lapse of the Employment Agreement or termination by University without Good Cause (as defined in Article 5.3 of the Employment Agreement) of the Employee's appointment, or resignation of the Employee's appointment by the Employee, or re-assignment of Employee by the University, shall not impact Employee's tenured appointment at the rank of professor, subject to University rules and regulations applicable to tenured faculty members.

2. Assumption of Faculty Appointment Following Lapse of the Employment Agreement or Termination. Upon the expiration of the Term of the Employment Agreement or upon termination of the Employment Agreement other than as set forth in Articles 5.1 and 5.2 of the Employment Agreement, the Employee will be entitled to assume a tenured academic appointment in the College of Liberal Arts and Sciences, Department of Communication, subject to University rules and regulations applicable to tenured faculty members.

Should the Employee choose to assume the faculty appointment following expiration of the Term of the Employment Agreement or upon termination of the Employment Agreement as set forth in Article 5.3 of the Employment Agreement or Employee's termination under Article 5.6 of the Employment Agreement, the Employee will be entitled to one (1) year of administrative leave for professional development purposes ("Administrative Leave"). The salary for such Administrative Leave shall be one-half (½) of the Employee's Annual Salary prior to the Employee's assumption of the Employee's tenured academic appointment.

Should the Employee choose to assume the faculty appointment upon termination of the Employment Agreement as set forth in Article 5.4 of the Employment Agreement, the University shall determine whether an Administrative Leave is appropriate for transition purposes and/or professional development, and further determine the term and salary of such Administrative Leave.

Thirty (30) days prior to the start of the Administrative Leave, the Employee shall submit a plan ("Leave Plan") to the Executive Vice President & Provost outlining expected outcomes during the Administrative Leave. The Leave Plan shall be reviewed and approved by the Executive Vice President & Provost. Following the end of the Administrative Leave, and upon assuming the tenured academic appointment, the Employee's annual salary shall be adjusted as determined by the Dean of the College of Liberal Arts and Sciences and Chair of the Department of Communication to a nine (9)-month or twelve (12)-month base salary with consideration given to the salaries of comparable faculty members within the same academic department, external market value and University economic conditions.

In the event the Employee does not assume faculty responsibilities for at least one semester after the Administrative Leave, the Employee may be required to repay compensation paid to the Employee during the Administrative Leave.

Upon assumption of the Employee's faculty appointment pursuant to the terms of the Employment Agreement, the Employee's employment on the University's faculty shall be governed by the University's rules for tenure and the University Bylaws, and not by the terms of the Employment Agreement.

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

BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY

By [redacted]

Dr. Lisa C. Freeman
President

Date May 28, 2024

RICHARD MOCARSKI

By [redacted]

Richard Mocarski

Date 5/29/2024