



February 6, 2024

RE: Memorandum of Understanding  
Head Men's Tennis Coach - Northern Illinois University

René,

It is with great pleasure that we offer you ("Employee") the position of Head Men's Tennis Coach for Northern Illinois University ("University"), effective February 12, 2024. This Memorandum of Understanding ("MOU"), which presents the material terms of our offer, will be incorporated into a formal employment contract with Northern Illinois University for execution at the earliest possible date. Your acceptance of this offer will constitute a binding agreement between you and the University. The employment contract will be for a term starting February 12, 2024, and ending May 11, 2027.

You will be employed by the University to undertake and perform all duties and responsibilities reasonably attendant to the position of a Division I Head Men's Tennis Coach.

Your annual compensation as Head Men's Tennis Coach will be the following:

Annual Base Salary:

- Annual base salary of \$80,000.16 (\$6,666.68 monthly, \$3,333.34/bi-monthly).

The University and the Employee 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 MOU 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 the University.

Performance Incentives:

Incentive compensation for Employee for achieving athletic performance goals as follows (cumulative, as applicable):

- Conference Coach of the Year (MAC or subsequent conference) = \$500
- Regular Season Champions (MAC or subsequent conference):
  - Team Championship = \$2,500
- Tournament Championship (MAC or subsequent conference)
  - Team Championship = \$2,500
- NCAA Postseason Participation
  - National Championship Individual Qualifier (each) = \$500

- National Championship Qualifying Team = \$1,000
- National Individual Champion = \$5,000
- NCAA Team Champion = \$10,000

Payment of incentive compensation for any of the above occurrences will be no later than June 30 of the current academic year less all mandatory payroll deductions.

Incentive compensation for achieving academic performance goals as follows:

- Graduation Success rate (not cumulative)
  - Greater than or equal to 70% = \$250
  - Greater than or equal to 75% = \$500
  - Greater than or equal to 80% = \$750
- Academic Progress rate (not cumulative), defined as multi-year rate
  - Greater than or equal to 970 = \$250
  - Greater than or equal to 980 = \$500
  - Greater than or equal to 990 = \$750

Payment of incentive compensation for any of the above occurrences will be no later than June 30 of the current academic year less all mandatory payroll deductions.

Employee must be employed by the University as Head Men's Tennis Coach on the date the GSR score and APR score are released to the public by the NCAA to be eligible for the above incentive compensation.

Additional Employee Benefits:

- You will be eligible to receive the customary and ordinary fringe benefits available to all Supportive Professional Staff (SPS) employees at the University and will be subject to all legal withholdings or deductions required by state or federal law or regulation.
- Reimbursement for your household moving expenses in accordance with University policy, state and federal law.

Among other terms, your employment contract will include the following:

- You shall be prohibited from receiving benefits or compensation other than as described above or within the terms of the employment agreement or other separate written agreement with the University. You will be required by NCAA Bylaws and the University to provide a written detailed annual report through the Vice President and Director of Athletics and Recreation to the President of the University specifying the amount of all income and benefits from athletically related income and benefits from approved sources outside the institution. Such sources include, but are not limited to the following: (1) employment or ownership of sports camps; (2) endorsement or consultation contracts with apparel or equipment manufacturers; (3) participation in television or radio programs; (4) honorariums for speaking engagements; (5) housing or transportation benefits; and (6) income or benefits derived from ownership, control or management of a foundation, organization or other entity.

- Unless as otherwise agreed to in this MOU, if you terminate the contract, or if the contract is terminated for good cause, the University shall only be liable for employment payments or benefits accrued up to the date of termination.
  
- If you are found by the University, NCAA, or any other appropriate entity to have committed a major violation, material violation or repeated violations of NCAA rules or regulations, whether while you are employed by the University or during prior employment at another NCAA member institution, or if the University men's tennis team is found by the University, NCAA or any other appropriate entity to have committed a major violation, material violation or repeated violations of NCAA rules or regulations while you are employed by the University, you shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures, including but not limited to termination of employment for good cause.
  
- You shall abide by and comply with the Constitution, Bylaws, and interpretations of the NCAA and MAC, as well as all NCAA and MAC (and/or any subsequent conference to which the University men's tennis team belongs) and University rules and regulations, including, but not limited to, agreeing to the following: You shall agree that you have an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case. You understand and agree that if you are found in violation of NCAA regulations, you shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment. Full cooperation by you includes, but is not limited to, (i) affirmatively reporting instances of noncompliance to the NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof; (ii) timely participation in interviews and providing complete and truthful responses; (iii) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; (iv) disclosing and providing access to all electronic devices used in any way for business purposes; (v) providing access to all social media, messaging and other applications that are or may be relevant to the investigation, to the extent permitted by Illinois law (820 ILCS 55/); and (vi) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.
  
- You shall be subject to the University's provision for termination for good cause as good cause is described in Exhibit A, which is attached hereto and incorporated herein by reference. In the event you are terminated and/or fired by the University at any time for good cause, you are not entitled to the payment of any salary, benefits, damages or severance pay beyond the effective date of said termination (except for amounts earned, accrued, vested or due prior to such date).
  
- You shall be subject to a provision requiring University to pay, if it terminates without good cause, liquidated damages equal to 100% of the remaining base salary for the current contract year, 100% of the base salary for the immediately following contract year if applicable and 50% of the base salary for each of the subsequent contract year(s) remaining in the contract term, if applicable, less all mandatory payroll deductions. Any payments by the University to the Employee under this provision shall be in accordance with the Government Severance Pay Act (5

ILCS 415/). "Contract Year" as used in this paragraph is defined to mean February 12, 2024, through May 11, 2024, and subsequently each twelve (12) month period of the term commencing every May 12 and ending the following May 11.

A provision that you will agree not to seek or apply for other coaching or senior administrator positions ("Position") without prior written notice to University. If you accept another Position, you agree that you will personally pay or cause to be paid by another on your behalf in lump sum within ninety (90) days of your resignation effective date to Northern Illinois University a buyout based on the schedule below:

- If Employee accepts another Position on or prior to May 11, 2025: \$80,000
- If Employee accepts another Position between May 12, 2025 and May 11, 2026: \$40,000
- If Employee accepts another Position after May 11, 2026: \$0

Once paid, such payment shall constitute University's sole compensation and remedy. Employee will ultimately be responsible for any and all personal tax obligations resulting from this buyout.


As an employee of the University, you will be subject to all applicable rules, regulations, policies and procedures of Northern Illinois University. This MOU shall be governed by the laws of the state of Illinois.


While these terms are contingent upon our executing an employment contract, we trust that every reasonable effort will be made to mutually conclude that process within 60 days of your start date. However, this Memorandum of Understanding will serve as the contract if a formal contract is not signed within 60 calendar days.

It is with great anticipation and enthusiasm that we offer you the position of Head Men's Tennis Coach at Northern Illinois University. Assuming that you are amenable, please indicate your acceptance by signing below. We have every confidence that you will lead our men's tennis program with integrity and pride and we look forward to welcoming you as a member of the Huskie family.

Sincerely,

  
Sean J. Frazier  
Vice President/Director of Athletics and Recreation  
Northern Illinois University

  
Matthew Streb, Ph.D.  
Chief of Staff  
Northern Illinois University

Accepted:   
René Vidal

Date: 2 / 6 / 24

## EXHIBIT A

For purposes of this Memorandum of Understanding, "good cause" shall be defined, along with its other normally understood meanings in employment contracts, as:

- a) The failure by the Employee to perform in any material respect any of the Employee's duties or obligations under this Memorandum of Understanding ("MOU") or the Employment Agreement ("Agreement");
- b) A deliberate or serious violation of any local, State or federal law, rule, regulation or Constitutional provision, or Board or University bylaw, regulation or rule, which violation may, in the sole judgment of the University, reflect unfavorably upon the University;
- c) Material insubordination;
- d) Employee's conviction or plea of *nolo contendere* to a misdemeanor involving financial impropriety, moral turpitude or harassment, 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 that reflects unfavorably upon the reputation or mission of the University;
- e) Participation in an act of dishonesty, which act is materially harmful to the University;
- f) Major violation or infraction or repeated violations or infractions by Employee of NCAA bylaws, rules or regulations, as they may be amended from time to time and/or major violation or infraction or repeated violations or infractions by Employee of the bylaws, rules or regulations of any athletic conference with which the University is affiliated;
- 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) 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;
- i) Material violations of University or Department of Intercollegiate Athletics policies, including but not limited to the *Nondiscrimination/Harassment Policy* or *Title IX/Sexual Misconduct Policy*;
- j) Failure of the Employee to promptly report to the Vice President/Director of Intercollegiate Athletics and Recreation or other responsible official if Employee knows (or would have known in the exercise of reasonable diligence) of a serious rule violation of NCAA or the MAC (or any athletic conference with which the University is affiliated), or any local, State, or federal law,

rule, regulation or Constitutional provision, or Board or University bylaw, regulation or rule by Employee, an assistant coach, staff member, athlete, or other representative of the University's athletic interests;

- k) Failure to abide by Employee's obligations regarding Employee's notification requirement to University prior to accepting another Position;
- l) Or as otherwise defined by law.