

UNIVERSITY OF NORTHERN IOWA
CONTRACT OF EMPLOYMENT
Appointment of Coach

It is agreed by and between the parties to this contract of employment that, for and in consideration of the mutual covenants contained herein, this contract shall be a legally binding contract of employment upon the signing below by the parties.

Name of Appointee: Ben Jacobson Social Security #
Coaching Position: Head Men's Basketball Coach

Annual Base Salary: \$150,000

Appointment Date: 3/22/06 Ending Date of Appointment: 3/31/11

1. The appointee shall devote full time and attention to the duties and responsibilities incumbent with this position, as specified in the attached Position Description, under the direction of the Director of Athletics.
2. The appointee shall be entitled to employment benefits in accordance with the University's policies and procedures applicable to the appointee's personnel appointment status. Except as specified in the following sentence, the appointee agrees to and must use any accrued vacation time prior to the effective date of the appointee's resignation or termination, or that vacation leave shall be forfeited by the appointee. The appointee, however, may accumulate up to 6 days of accrued but unused vacation time per "year of service," pro-rated for any partial year, up to the maximum provided by applicable law or policy. "Year of service," as used in the preceding sentence, shall be defined as each year that the appointee is both a UNI P&S contract employee in the UNI Department of Intercollegiate Athletics and is entitled to the benefit of vacation leave accrual.
3. The appointee shall not actively seek, negotiate for, or accept other employment with a second institution during the term of this contract without first notifying and obtaining the permission of the Director of Athletics, and thereafter keeping the Director of Athletics informed concerning any negotiations.
4. The appointee shall recognize and comply with the rules and regulations that currently and at any time in the future apply to the University or its athletic department, including those of the State of Iowa, State Board of Regents, University itself, National Collegiate Athletic Association, and applicable athletic conference.
5. In signing this contract, the appointee signifies knowledge and understanding of the rules and regulations of and applying to the University of Northern Iowa (referred to in number 4. above).
6. It is understood that assistant coaches are directly responsible to the head coach, who is responsible for their activities relating to the athletic interests of the University. Although the head coach supervises and assigns the duties of assistant coaches, the head coach and assistant coaches are responsible, separately and collectively, to the Director of Athletics.

Initials: BJ Ben Jacobson RH Rick Hartzell TS Tom Schellhardt

7. It is understood that every effort shall be made to resolve interdepartmental and interpersonal conflicts or disagreements internally, among those concerned. An action on the part of any coach to publicly report internal problems or disagreements will be regarded as contrary to University policy. Public information should be provided through the Sports Information Service, in accordance with policies mutually agreed to by coaches, the Director of Athletics, and the University.

8. The appointee shall report annually to the Director of Athletics all athletically related income and benefits from sources outside the University, such as income from annuities, sports camps, housing benefits, country club memberships, complimentary-ticket sales, television and radio programs, and endorsement or consultant contracts with athletics shoe, apparel or equipment manufacturers. The Director of Athletics shall then report this information to the University President.

9. It is understood that all funds collected or used in the interest of the University of Northern Iowa intercollegiate athletic program will be deposited and expended in accordance with the policies, rules, and regulations of the University.

10. Failure to comply with any of the rules or regulations referred to above, or the stipulations of this contract, may lead to a reprimand, or the suspension or termination of this contract. Such action may be taken by the University without a hearing; if such action is taken without a prior hearing, a hearing will be provided as required to protect the appointee's constitutional rights.

Furthermore, if the appointee is found in violation of NCAA regulations, then the appointee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures and/or Board of Regents Policy on Athletics, including suspension without pay or termination of employment for significant or repetitive violations.

11. If the University desires to terminate this contract for reasons other than those specified above, then the University may in its discretion terminate this contract at any time for any reason and shall not be liable for consequential damages of any kind, provided the University offers alternative employment at the University to the appointee, with the same salary and regular University employment benefits which would have been paid under this contract between the date of termination and the ending date of appointment. Alternatively under this paragraph, at the discretion of the appointee the University shall pay to the appointee a lump sum payment, the amount of which would equal the amount of salary, excluding all direct or indirect benefits, which would have been paid under this contract between the date of termination and the ending date of appointment.

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12. The laws of Iowa shall be used to resolve any dispute concerning the negotiation, construction, performance, or termination of this contract.
13. Any provision in this contract may be modified or waived by a written and dated mutual agreement of the appointee and the Director of Athletics with approval of the University President.
14. This contract shall not be effective until approved and signed by the appointee, Director of Athletics, and Vice President for Administration and Finance. The contract is also subject to approval by the State Board of Regents and the continuing availability of funds.
15. The April 21, 2006 Memorandum of Understanding between the University and appointee shall be considered a part of this contract and is hereby incorporated by reference as if fully set forth.
16. Except for radio and television contracts, Appointee may enter into contracts with third parties in which contracts compensate appointee at least in part because he is the head men's basketball coach at the University of Northern Iowa. Appointee shall be entitled to keep personally and individually 100% of the compensation received from such contracts.

APPOINTEE:




Ben Jacobson
Head Men's Basketball Coach

4-25-06
Date

UNIVERSITY OF NORTHERN IOWA:


Rick Hartzell
Director of Athletics

4-25-06
Date



Tom Schellhardt
Vice President for Administration and Finance

4-28-06
Date