

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 University ID # 2090
Coaching Position: Head Men's Basketball Coach

Annual Base Salary: \$400,000

Appointment Date: 4/1/15 Ending Date of Appointment: 3/31/25

1. The appointee shall devote full time (i.e., "full-time" as opposed to "part-time" job) and attention to the duties and responsibilities incumbent with this position, as specified in the Position Description, under the direction of the Director of Athletics. As such, neither the University nor the Director of Athletics shall be permitted to assign appointee to any other position except Head Men's Basketball Coach without mutual consent of the appointee.

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. The appointee agrees the value of accrued vacation time is paid as a part of his deferred compensation and that any unused vacation time accrued prior to execution of this agreement will be paid upon his departure from the University. See the 1ST ADDENDUM TO THE EMPLOYMENT CONTRACT OF BEN JACOBSON, which is hereby made a part of this contract of employment.


3. The Appointee shall use diligent and good faith efforts to 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 Board of Regents, State of Iowa; the University; the National Collegiate Athletic Association (hereinafter NCAA); and applicable athletic conference.

It shall be the responsibility of the Appointee to seek to promote an atmosphere for compliance within the program supervised by the Appointee and to seek to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the Appointee.

The Appointee shall promptly report to the Director of Athletics any and all knowledge of violations of NCAA rules.

4. It is understood that assistant coaches are directly responsible to the head coach, who is responsible for assigning and overseeing 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: 
Ben Jacobson


Troy Dannen


William Ruud

5. It is understood that reasonable efforts shall be made to resolve interdepartmental and interpersonal conflicts or disagreements internally, among those concerned. 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.
6. 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.
7. The appointee or an agent of the appointee shall not actively seek, discuss, negotiate for, or accept other employment with a second educational institution during the term of this contract without first notifying the Director of Athletics, and thereafter keeping the Director of Athletics informed.
8. 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.
9. A breach of this contract may lead to a reprimand, or the Appointee's employment with the University and this contract may be suspended or terminated for cause by the University on grounds of moral turpitude, insubordination, illegal conduct or neglect of duties, as appropriate under the circumstances. Such action may be taken by the University, subject to a hearing, which will be provided to protect the Appointee's constitutional rights.
10. Furthermore, if the Appointee is found in violation of Level 1 or 2 NCAA regulations or of repetitive violations of Level 3 or 4 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, State of Iowa Policy on Athletics, including suspension without pay or termination of employment. This does not eliminate the ability of the University to take disciplinary action for violations of NCAA regulations, as reasonable under the circumstances.
11. If the University desires to terminate this contract for reasons other than those specified herein, e.g. see section 3, 9, 10 or 14 of this contract, then the University may in its discretion terminate this contract at any time for any reason and shall only pay liquidated damages as provided immediately below in this section 11, and shall not be liable for consequential or any other damages of any kind based on a breach of this contract or other legal basis. Liquidated damages for early no cause termination by the University shall equal the guaranteed compensation (including base salary, longevity pay, media fee and appearance fee) from the effective date of termination through end of contract period, as if this contract was not terminated, but instead naturally expired – (the "Liquidated Damages"). The Liquidated Damages shall be due and payable in a timeframe consistent with the contract remaining in place, or another mutually agreeable timeframe. The parties agree that the Appointee shall have no duty to mitigate or offset any such Liquidated Damages or other damages, whatsoever.

Initials:


Ben Jacobson


Troy Dannen


William Ruud

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, the Director of Athletics and the University President.

14. This contract shall not be effective until approved and signed by the Appointee, Director of Athletics, and University President. This contract is also subject to approval by the Board of Regents, State of Iowa and the continuing availability of funds. Should this contract not be approved by the Board of Regents, State of Iowa the contract shall be null and void. Should funds become unavailable during the term of this contract appointment, the University may initiate applicable reduction in force procedures or the Appointee would have the option to be released from any and all obligations under this contract (without any penalty or damages whatsoever).

15. The Appointee shall be entitled to a monthly cellular telephone allowance of \$150 to assist in the performance of the Appointee's job, and to provide accessibility to the Appointee while out of the office. This allowance will be reviewed periodically and may be increased at the discretion of the Athletic Director. The Appointee shall be required, upon request, to provide monthly cellular telephone bills to the Director of Athletics' designee for the purpose of monitoring phone calls in accordance with NCAA Bylaw 13 and athletic department policy.

16. The Appointee shall be provided a courtesy vehicle for personal and/or business use throughout the term of this contract, as available. In the event such a courtesy vehicle is not available, the University shall pay the appointee a car allowance in the amount of \$600 per month. Taxability will be determined under applicable state and federal law; however, the parties agree that the primary purpose of said vehicle is to assist Appointee in his performance of this contract. The Appointee is responsible for maintaining insurance coverage for any courtesy vehicle.

17. The Appointee shall be provided golf club memberships at Beaver Hills Country Club and Sunnyside Country Club. Taxability will be determined under applicable state and federal law; however, the parties agree that the primary purpose of said membership is to assist Appointee in his performance of this contract.

18. The appointee shall appear on a series of television and radio shows relating to the men's basketball program at Northern Iowa, solely during the college basketball season, with the exact responsibility to be mutually agreed upon. It is agreed the rights to these television and radio shows belong to the University, who may license these rights to a third-party. The appointee shall allow his name, likeness, facsimile and biographical sketch (collectively, the "Likeness") to be used by the rights holder in relation to the shows. Any such use of the Likeness not related to the shows shall be subject to the appointee's prior approval, which shall not be unreasonably withheld. Any and all revenues derived from these television and radio shows shall be retained by the rights holder. The appointee shall be guaranteed \$200,000 (the "Media Fee") annually for his mandatory participation/availability in these television and radio shows. Said Media Fee shall be paid annually regardless as to whether the University exercises any or all of its rights under this Section 18. Unless specifically approved by the appointee, no use of the Likeness is permitted that would directly or indirectly imply an endorsement of appointee of any product, service, person, entity, cause or the like.

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19. The Appointee shall be guaranteed \$50,000 (the "Appearance Fee") annually for required personal appearances and public relations on behalf of the University of Northern Iowa. Costs and expenses in connection with said appearances shall be borne solely by the University. The specific requirements of Appointee pursuant to this Section 19 shall be mutually agreed upon, although appointee must agree to a reasonable number of the personal appearances and public relations annually. Said Appearance Fee shall be paid annually regardless as to whether the University exercises any or all of its rights under this Section 19 (i.e. regardless of whether there are any personal appearances or public relations scheduled.)

20. On April 1, 2016 the Appearance fee will increase to \$100,000. On April 1, 2017 and annually thereafter through the term of 2025, the appointee shall receive a \$25,000 increase in the Appearance fee.

21. On April 1, 2015 the Appointee shall receive a one-time bonus of \$125,000.


22. On April 1, 2016 and annually thereafter, the Appointee chooses to receive an annual longevity payment \$125,000, paid in monthly installments. The Appointee shall be immediately vested in all longevity pay.

23. The following chart reflects guaranteed compensation due the Appointee during the term of this contract:

	Base Salary	Media Fee	Appearance Fee	Signing Bonus	Longevity Pay
4-1-15 / 3-31-16	\$400,000	\$200,000	\$50,000	\$125,000	N/A
4-1-16 / 3-31-17	\$400,000	\$200,000	\$100,000	N/A	\$125,000
4-1-17 / 3-31-18	\$400,000	\$200,000	\$125,000	N/A	\$125,000
4-1-18 / 3-31-19	\$400,000	\$200,000	\$150,000	N/A	\$125,000
4-1-19 / 3-31-20	\$400,000	\$200,000	\$175,000	N/A	\$125,000
4-1-20 / 3-31-21	\$400,000	\$200,000	\$200,000	N/A	\$125,000
4-1-21 / 3-31-22	\$400,000	\$200,000	\$225,000	N/A	\$125,000
4-1-22 / 3-31-23	\$400,000	\$200,000	\$250,000	N/A	\$125,000
4-1-23 / 3-31-24	\$400,000	\$200,000	\$275,000	N/A	\$125,000
4-1-24 / 3-31-25	\$400,000	\$200,000	\$300,000	N/A	\$125,000

24. The appointee shall be eligible to receive the following bonus payments. These cumulative payments are due the appointee no later than April 30 of the contract year earned (but shall be deemed to have been earned and accrued as of the date they are achieved).

- Missouri Valley Conference Coach-of-the-Year (solo or shared) - \$10,000, and;
- Missouri Valley Conference Regular Season Championship (sole or shared) - \$15,000, and;
- Missouri Valley Conference Tournament Championship - \$15,000, and;
- NIT Tournament Appearance - \$10,000, and;
- Each NIT Tournament Victory - \$10,000, and;
- NCAA Championship Tournament qualification - \$25,000, and;
- Each NCAA Tournament victory - \$40,000, and;
- NCAA Tournament Final Four Appearance - \$100,000

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- Average audited home attendance equal to or greater than 3,500 = \$10,000, and;
- Average audited home attendance equal to or greater than 4,750 = \$10,000, or;
- Average audited home attendance equal to or greater than 5,500 = \$15,000, or;
- Average audited home attendance equal to or greater than 6,000 = \$25,000

If the basketball team is ineligible for NCAA post-season participation as a result of insufficient academic achievement as reflected by the APR requirements of the NCAA, the appointee and members of his staff shall not be eligible for any bonus payments as outlined in Sections 24 and 26, and Appointee shall not be eligible for increase in compensation as described in Section 20 during the year in which the team is ineligible for post-season participation.

25. If the appointee is not among the top three coaches of the MVC in guaranteed compensation (based on those numbers provided annually by the MVC), appointee has the right to ask for this contract to be renegotiated, with section 31 deemed null and void until the appointee's guaranteed compensation meets the requirements of this section 25. An annual \$30,000 fee shall be paid the Appointee if it is discovered the University is not in compliance with this section.

26. The base salary pool for assistant coaches (3 designated for off-campus recruiting) shall be among the top two in the MVC.

27. In any season which the Appointee qualifies for and shall receive one or more of these bonus payments in 24 above, a separate pool equal to 25% of the total bonus payments paid to the appointee shall be allocated for distribution to members of his staff (excluding any bonus for attendance). These payments are due no later than April 30 of the contract year earned.

28. The Appointee shall be provided with the following complimentary tickets to assist in the performance of the Appointee's job. Taxability will be determined under applicable state and federal law:

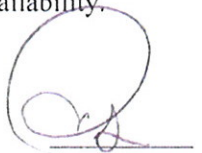
- Football Season Tickets – 6
- Men's Basketball Season Tickets – 12 (mutually agreeable location)
- Men's Basketball General Admission Tickets – 12 per game
- Missouri Valley Conference men's basketball tournament – 8
- NCAA / Other Post-Season Tournament (each session in which Northern Iowa participates) – 16
- NCAA Final Four – 8

29. The Appointee shall be provided three additional seats for travel on charter flights or bus trips, at his discretion, without charge per seat for regular season competitions. When these seats are used for other than immediately family (spouse and dependent children) they are subject to availability. Taxability will be determined under applicable state and federal law; however the parties agree that the primary purpose of said seats is to assist Appointee in his performance of this contract.

30. The Appointee shall be entitled to use the following facilities without rental fees (only costs shall be actual costs) for up to 20 calendar days annually for camps, clinics, etc. (McLeod Center, UNI-Dome, West Gym). Dates are subject to availability.

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31. Prior to May 31, 2017, should the Appointee resign and take a head coaching position at another NCAA Division I institution (a "New Position") within one year of the resignation, the Appointee or designee of the Appointee shall pay to the University a sum equal to the 50% of the remaining guaranteed compensation due the Appointee under this contract had it continued to the end of its term (the buyout). In the event the Appointee resigns between June 1, 2017 – May 31, 2019 and subsequently takes a new position within one year of the resignation, the Appointee or designee of the Appointee shall pay the University a sum equal to 40% of the remaining guaranteed compensation due the Appointee under this contract had it continued to the end of its term (the buyout). In the event the Appointee resigns between June 1, 2019 – March 31, 2024 and subsequently takes a new position on or before , the Appointee or designee of the Appointee shall pay the University a sum equal to 30% of the remaining guaranteed compensation due the Appointee under this contract had it continued to the end of its term (the buyout).

On or before January 1 of each contract year the Appointee can designate two universities where the maximum buyout under this section is capped at \$1,000,000. Such shall be done in consultation with the Athletic Director.

Other than these "liquidated damages" the Appointee shall not be liable for consequential or any other damages of any kind based on a breach of contract or otherwise.

32. In order to help ensure the men's basketball program has the resources to remain competitive with its peers in the Missouri Valley Conference, the institution will:

- a. Ensure \$150,000 funding for a "buy" game in each season covered under this Agreement.
- b. Ensure funding for participation in one multi-team event (MTE) which adheres to the scheduling requirements of the Missouri Valley Conference.
- c. Ensure funding for the ability to travel via air charter for Missouri Valley Conference regular season game locations in excess of 325 miles from Cedar Falls and ensure funding for two other charter flights at the Appointee's discretion within the continental 48 states during each season covered under this Agreement.
- d. Ensure funding for summer school tuition for each of the student-athletes receiving scholarships, to a maximum of 13 each year. This includes stipend for room and board of no less than 66% of the maximum institutional rate. Additional summer school aid for non-scholarship athletes who qualify may be available at the discretion of the Director of Athletics.
- e. Ensure full cost of attendance for all 13 scholarships.

33. Neither party shall be deemed in breach of this Agreement to the extent said party is hampered or prevented from fully performing hereunder due to force majeure or other reasons beyond his/its reasonable control.

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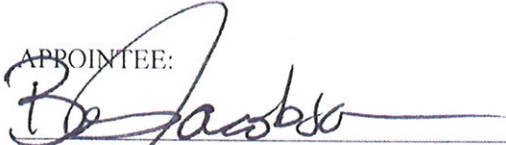

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34. This contract, and applicable law and University and Board of Regents, State of Iowa policy, address all terms of the Appointee's employment, and shall supersede any and all previous written or oral agreements or memorandums of understanding regarding the Appointee's employment at the University. Any additional contract provisions shall be in writing and signed by the Appointee, Director of Athletics and University President.

APPOINTEE:

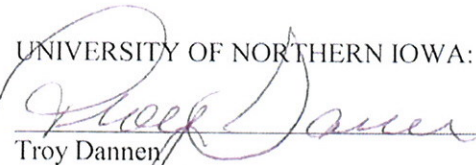


Ben Jacobson
Head Men's Basketball Coach

3-31-15

Date

UNIVERSITY OF NORTHERN IOWA:



Troy Danner
Director of Athletics

3-31-15

Date



William Ruud
President

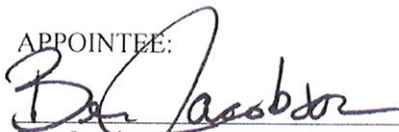
3-31-2015

Date

1ST ADDENDUM TO THE EMPLOYMENT CONTRACT OF BEN JACOBSON

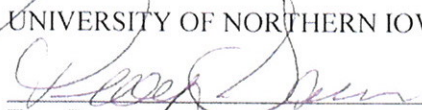
1. As of the effective date of this contract, the Appointee has accrued vacation valued at \$126,921.60. Upon his departure from the University (under any circumstance), the Appointee will be paid this amount.
2. The Appointee will no longer accrue vacation as of the effective date of this contract.
3. The Appointee will continue to receive annual vacation as per University policy.
4. The University has allocated \$25,000 annually as a part of this employment contract to compensate the Appointee for an estimate of the portion of his allowable annual vacation that is unused.
5. There is no additional liability for accrued vacation in addition to that identified in this addendum.

APPOINTEE:



Ben Jacobson
Head Men's Basketball Coach

3-31-15
Date

UNIVERSITY OF NORTHERN IOWA:


Troy Dannen
Director of Athletics

3.31.15
Date


William Ruud
President

3-31-2015
Date