

UNIVERSITY OF NORTHERN IOWA  
CONTRACT OF EMPLOYMENT

Appointment of Head Coach

It is agreed by and between the Appointee and the University of Northern Iowa (hereinafter University), 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: Mark Farley  
Coaching Position: Head Football Coach

University ID # 202921

Annual Guaranteed Base Salary: \$200,000

Appointment Date: 11/1/2013

Ending Date of Appointment: 12/31/2021

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 and this contract, 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 contract appointment status. Appointee's employment benefits and retirement contributions shall be based on his annual guaranteed compensation as defined in paragraph 11. 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 University P&S employee serving in a contract appointment for Intercollegiate Athletics and is entitled to the benefit of vacation leave accrual.

3. The Appointee shall use best 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 promote an atmosphere for compliance within the program supervised by the Appointee and 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, or any facts which could potentially lead to violations.

4. It is understood that assistant coaches are responsible on a daily basis to the head coach, who shall assign and oversee their activities relating to the athletic interests of the University. Although the head coach supervises and assigns the duties of assistant coaches, the head and assistant coaches are ultimately responsible to the Director of Athletics.

Initials:

  
Mark Farley

  
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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 athletic media relations office, 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 as per NCAA Bylaw 11.2.2. 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 an educational institution other than the University 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 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 discipline and/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 (i.e. fraud, deceit, dishonesty, misappropriation of university or program funds, etc.) 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 contract or any other legal basis. Liquidated damages for early no cause termination by the University on or before 12-31-2018 under this section 11 shall equal the guaranteed compensation( Base Salary, Media Fee, and Appearance Fee)from the effective date of termination through the end of the contract period (as if this contract was not terminated, but instead naturally expired...the "Liquidated Damages"), and any bonuses earned by Appointee but not yet paid University. Liquidated damages shall be paid in a timeframe consistent with the contract remaining in place, or another mutually agreeable timeframe.

Initials: MF  
Mark Farley

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Troy Dannen

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William N. Ruud



Liquidated damages for early no cause termination by the University under this section 11 after 12-31-18 shall equal 150% of the annual guaranteed compensation (as defined in paragraph 11) at the time of termination, and any bonuses earned by Appointee but not yet paid University. Liquidated damages in this circumstance shall be paid within 60 days.

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. This contract and appointment are subject to the UNI P&S policies and procedures relating to contract appointments

15. The Appointee shall be entitled to a monthly cellular telephone allowance of up to \$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 adjusted 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 may be provided a courtesy vehicle for personal and/or business use at the discretion of the Director of Athletics, pending availability. It is agreed and understood that the availability and use of this vehicle, if provided, may be temporarily or permanently revoked, without replacement, at any time during the term of employment at the discretion of the Director of Athletics. If a courtesy vehicle is provided, taxability will be determined under applicable state and federal law. The Appointee is responsible for maintaining insurance coverage for any courtesy vehicle. If a vehicle is not available, a stipend of not less than \$300/month will be provided.

17. The Appointee may be asked to appear on a series of television and/or radio shows relating to the football program, with the exact responsibility to be mutually agreed upon. It is agreed the rights to these television and radio shows belong to the University, which may license these rights to a third-party. The Appointee shall allow his/her 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. Unless specifically approved by the Appointee, no use of the Likeness is permitted, except in relation to the show, that would directly or indirectly imply an endorsement of Appointee of any product, service, person, entity, cause or the like.

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The appointee shall be guaranteed \$80,000 (the "Media Fee") annually for his mandatory participation 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 17.

18. The Appointee shall make required personal appearances and public relations efforts on behalf of the University. The Appointee shall be guaranteed \$30,000 (the "Appearance Fee") annually for these required personal appearances and public relations responsibilities. Costs and expenses in connection with said appearances shall be the responsibility of the University. The specific requirements of Appointee pursuant to this Section 18 shall be mutually agreed upon, although Appointee must agree to a reasonable number of the personal appearances and public relations efforts annually.

On July 1, 2014 and each subsequent July 1 through the term of this contract, the Appointee shall receive a \$20,000 increase in this "Appearance Fee". In any year the football team's single year APR is less than 930, the Appointee shall not be eligible for this "Appearance Fee" increase. If during any year of the term of this contract the University mandates a salary freeze for all P&S employees, the Appointee's salary and the Appearance Fee will be similarly frozen. Any increase withheld as a result of a salary freeze shall be provided Appointee when the salary freeze is lifted, along with any other increases due under this paragraph.


19. As a part of the compensation for this position, the Appointee shall be available to assist in the instruction of coaching theory classes in the school of Health, Physical Education and Leisure Services (HPELS) on an "as-assigned" basis by the Athletic Director. The Appointee will have no course development or grading responsibilities as a part of this assignment, but rather will support HPELS by providing expertise relating to their particular sport as needed.


20. 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:

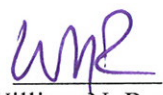
Football Season Tickets – 20  
Men's Basketball Season Tickets – 6  
Volleyball Season Tickets – 6  
Women's Basketball Season Tickets - 6  
FCS Playoffs (each game in which Northern Iowa participates) – 8

21. The Appointee shall be eligible to receive the following non base-building bonus payments. In any year the football team's single year APR is less than 930, the Appointee shall not be eligible for these bonus payments.

Single Year APR 960-969 - \$5000 or; 970-979 - \$7500; or 980 and above - \$10,000 and;  
Average Home Attendance 10,000-12,500, \$5000; or 12,501-15,000, \$10,000; or 15,001+, \$15,000  
Missouri Valley Conference Coach of the Year - \$5,000 and;  
AFCA or Sports Network National Coach of the Year - \$10,000 and;  
Missouri Valley Conference Champion - \$10,000 and;  
1<sup>st</sup>, 2<sup>nd</sup> or Quarterfinal Round FCS Playoff Win - \$5,000 and;  
FCS Semifinal Round Victory - \$12,500 and;  
FCS Championship - \$20,000

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22. In any season which the Appointee qualifies for one or more of the bonus payments in section 21 above, a pool equal to the 125% of these total bonus payments paid to the Appointee shall be allocated for equal distribution among the full-time, salaried assistant football coaches. These payments are due no later than March 1 of the contract year earned.

23. The Appointee shall be provided two additional seats for travel on charter flights, at his discretion, without charge per seat for regular season competitions. When these seats are used for other than immediate family (spouse or dependent children) they are subject to availability. Taxability will be determined under applicable state and federal law.


24. The Appointee shall receive an annual golf club membership. Taxability will be determined under applicable state and federal law. The choice of club shall be agreed upon by the Appointee and Director of Athletics.


25. The Appointee shall be entitled to use the UNI-Dome without rental on an "as available basis" for up to 20 calendar days annually for camps and clinics. All revenues derived from camps, clinics, etc. shall be distributed at the Appointee's discretion while adhering to relevant NCAA and University policies and procedures. Gross revenues are subject to a 5% overhead assessment payable to Intercollegiate Athletics.

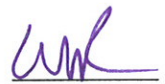
26. Should the Appointee resign prior to the ending date of this appointment and subsequently take a head coaching position at another NCAA Division I institution within one year of the resignation, the Appointee or designee of the Appointee shall pay to the University \$100,000 (non-BCS institution as defined at the effective date of this contract) or \$300,000 (BCS institution as defined at the effective date of this contract) within 60 days. Should the current BCS format undergo substantial changes as a result of the new playoff system (i.e. a sixteen (16) team super-conference or other substantial changes to the current conference structure), Appointee and University mutually agree to negotiate and adjust paragraph 26 to accommodate for the substantial changes. 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.

27. In any football season in which UNI participates at the FCS level and when multiple FBS guarantee games are scheduled, a pool of 10% of the lowest guarantee shall be divided equally between the Appointee and the full time, salaried assistant coaches. Only those (Appointee and assistant coaches) remaining a full time member of the coaching staff on March 1 following the 2<sup>nd</sup> guarantee game are eligible for a share of this distribution. These payments are due no later than March 1 of the contract year earned. In any year the football team's single year APR is less than 930, the Appointee and assistant coaches shall not be eligible for this bonus payment.

28. The Appointee shall be eligible to receive \$10,000 in deferred compensation should he remain employed at the University through February 1, 2015.

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29. The salary pool for the 10 assistant coaches and one director of football operations shall increase by 5% annually through the term of this contract. Distribution of these increases shall be at the discretion of the Appointee, with the approval of the Athletic Director, and must be at least consistent with University mandated salary increases. If during any year of the term of this contract the University mandates a salary freeze for all P&S employees, the salary pool will be similarly frozen.

30. In order to help ensure the football program has the resources to remain competitive with its peers in the Missouri Valley Football Conference, the institution will:

- a. Provide air charter transportation for any road game over 400 miles from Cedar Falls.
- b. Provide annual scholarship pool growth at least equal to any institutional increases in tuition, room, board, books and fees.


31. 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.

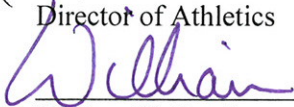
**APPOINTEE:**

  
\_\_\_\_\_  
Mark Farley  
Head Football Coach

10/18/13  
\_\_\_\_\_  
Date

**UNIVERSITY OF NORTHERN IOWA:**

  
\_\_\_\_\_  
Troy Damm  
Director of Athletics

  
\_\_\_\_\_  
William N. Ruud  
President

10/18/13  
\_\_\_\_\_  
Date

10/23/2013  
\_\_\_\_\_  
Date