



## **Northern Illinois University Huskies**

Intercollegiate Athletics 1525 West Lincoln Highway DeKalb, IL 60115 [www.niu.edu/athletics](http://www.niu.edu/athletics)

Phone 815-753-1295 Fax 815-753-7700

### **ADMINISTRATION**

## **NORTHERN ILLINOIS UNIVERSITY FOOTBALL HEAD COACH CONTRACT**

### **ARTICLE I - PURPOSE**

The BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("University" or "NIU") and ROD CAREY ("Employee" or "Coach") have entered into this Employment Agreement ("Employment Agreement" or "Agreement") because the University desires to hire the Employee for a period of five (5) years subject to state law and the Employee desires to serve as Head Coach of the Football Team and to serve the entire term of this Employment Agreement. Both parties acknowledge that a long-term commitment by the University and the Employee is critical to the University's desire to operate a stable athletics program. The University and the Employee agree that head coaches of intercollegiate athletic teams at the University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances and individual academic achievement by the public and the media and control by external rules and regulations.

Furthermore, Northern Illinois University is committed to the academic as well as athletic success of its student-athletes and as such requires that its intercollegiate athletic program including its coaches are evaluated on the academic success of the student-athletes as well as the individual team success and long term impact of the program. These circumstances justify a commitment to employment by the Employee and the University for periods longer than one year but less than a continuous appointment. The Employee is committed to both the academic and intercollegiate success of the University and desires to obtain employment with the University which is set forth in this Employment Agreement. For these reasons, the University has agreed to employ the Employee and the Employee has promised to be employed by the University.

### **ARTICLE II - CONFIDENTIALITY**

This Employment Agreement is between the University and Employee and it cancels, replaces, and supersedes any and all prior employment agreements between these two parties. The parties agree



to keep the terms and conditions of this Employment Agreement confidential and to refrain from disclosing the terms and conditions of this Employment Agreement without the advance permission of the other party, unless disclosure is required by law.

Furthermore, it is understood and agreed that disagreements between the parties over any term or condition of this Employment Agreement shall be treated confidentially and that the parties and their representatives shall not publicize to third persons, other than immediate family or those participating directly in negotiations over the matter, the fact of a disagreement or its submission to arbitration. The parties further agree that they will not give access to or otherwise distribute this Agreement to anyone without prior written consent of the party hereto, unless disclosure is required by law.

### **ARTICLE III - TERM**

Subject to the terms and conditions of this Employment Agreement, the University will employ the Employee as head coach for the intercollegiate football program for the period beginning December 2, 2012, and ending June 30, 2018.

NIU will not use the fact that the state procedures require one-year contracts as an artificial pretext to terminate the Employee's employment before June 30, 2018 or any optionally extended period, or extension, has ended unless, of course, such reason would be exceptionally justified and incontestably acceptable to the parties hereto if the Illinois General Assembly does not continue its appropriation(s) for or the University cannot reasonably fund those operations of the University with which Employee will be involved.

The parties acknowledge that the University, as an agency of the State of Illinois, cannot legally obligate funds beyond the end of the current fiscal year, which is June 30, 2013. After that date, the understandings set forth in this Agreement 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 Northern Illinois University.

In the event that the State of Illinois fails to make such funds available at the levels required under this Agreement, the University agrees that it shall offer Employee the option to continue as Head Football Coach of the University at the salary level determined by the Associate Vice President/Director of Intercollegiate Athletics. In the event Employee elects not to continue at the determined level, Employee shall be permitted to terminate this Agreement upon written notice to the University, and notwithstanding anything to the contrary contained herein, Employee shall not be required to pay the liquidated damages indicated in Article VIII, below (or any other damages, whatsoever). Furthermore, the University agrees that in such an event, it shall not offer the position of Football Head Coach to any individual at a salary that exceeds the determined level.

The parties further acknowledge that Board of Trustees regulations require a new contract for each fiscal year (i.e., beginning July 1) for all Faculty without Academic Rank (also referred to as members of the Supportive Professional Staff or "SPS"). All head coaches and members of coaching staffs are contractually classified as "temporary SPS employees" in the University system for human resources



administration, with appropriately related employee benefits and privileges. Any salary increases for temporary SPS personnel in the Department of Intercollegiate Athletics are determined each year by the Associate Vice President/Director of Intercollegiate Athletics and are contingent upon the availability of funds and the approval of the President or designee (it being agreed that Employee compensation will never be lowered by such determination; and can only be kept at the same level or raised). Nothing in this Agreement shall permit the University to assign Employee to any other job or responsibilities except the position as Football Head Coach of the University.

Employee will be eligible to receive the customary and ordinary fringe benefits available to all Temporary Supportive Professional Staff employees at the University and will be subject to all legal withholdings or deductions required by state or federal law or regulation.

#### **ARTICLE IV - DUTIES AND RESPONSIBILITIES**

##### **A. General Duties.**

The Employee is hereby employed by the University as Football Head Coach. Throughout the term of this Employment Agreement, the Employee shall use his best full-time energies and abilities for the exclusive benefit of the University.

In the position as Football Head Coach, Employee will be responsible for relevant budgeting, scheduling, and the recruiting, training, supervision, and evaluation of student-athletes and coaching staff. Employee duties will also include contacts with the media, alumni, and civic groups and working to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community, the State of Illinois and throughout the Mid-American Conference ("MAC") region.

During the period in which the University employs Employee, as Football Head Coach, Employee agrees to undertake and perform all duties and responsibilities reasonably attendant to the position of a Division I Football Head Coach as set forth in this Agreement. Employee further agrees to use his best efforts to abide by and to comply with the *Constitution, Bylaws*, and interpretations of the National Collegiate Athletic Association ("NCAA") and MAC, as well as all NCAA and MAC (and/or any future conference) and University rules and regulations relating to the conduct and administration of the program, including but not limited to recruiting rules, as now constituted or as any of the same may be amended during the term hereof. In the event that Employee becomes aware, that violations of such *Constitution, Bylaws*, interpretations, rules or regulations have taken place, Employee shall report the same promptly to the Associate Vice President/Director of Intercollegiate Athletics of the University or designee.

The Employee agrees to be a loyal employee of the University. The Employee agrees to devote his diligent efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University and to diligently seek to comply with all rules, regulations, policies, and decisions established or issued by the University. The Employee recognizes that his statements about the University and its administrators are often publicized and he agrees to use his best efforts to keep, positive and constructive in tone and substance any public



comments he makes about University policies or actions taken by senior administrations. Likewise, the University agrees that it (including its employees and administrators) shall use their best efforts to keep, positive and constructive in tone and substance any public comments it/they make about Employee or actions taken by Employee (including his representatives). The Employee also agrees that notwithstanding the provisions of Article VI of this Agreement, during the term of this Employment Agreement, he will not engage, directly or indirectly, in any business which; would materially detract from his ability to apply his best efforts to the performance of his duties hereunder. The Employee also agrees not to usurp any corporate opportunities of the University. The Employee agrees to adhere to, to respect and to follow the academic eligibility standards of prospective and current student-athletes for the program. All academic standards, requirements and policies of the University shall also be observed by the Employee and members of his staff, including assistant coaches, at all times and shall not be compromised or violated at any time.

The Coach agrees to comply with all Federal and State laws such as but not limited to the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"). The parties acknowledge that the Associate Vice President/Director of Intercollegiate Athletics, faculty advisors and all coaches at the University are considered as "Campus Security Authorities" ("CSAs") and as such the Football Head Coach shall perform duties consistent with that title including the requirement of reporting certain crimes involving University personnel and/or students.

#### **B. Specific Responsibilities.**

The specific responsibilities of the Football Head Coach include but are not limited to the following:

- 1) Supervise assistant coaches, including compliance by such coaches with MAC and NCAA rules and regulations;
- 2) As determined by the Employee, participate in the instruction and coaching of student-athletes;
- 3) Determine recruiting schedules for high school prospects;
- 4) Assign staff to scout upcoming opponents;
- 5) Recruit and interview prospective student-athletes, their parents and coaches;
- 6) In conjunction with NIU Sports Media Relations and Marketing, contact and be responsive to media, alumni and civic groups and appear on regularly scheduled broadcasts in conjunction with the IMG Agreement;
- 7) Make reasonable effort to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community;
- 8) Keep public statements complimentary to the athletic program and to the University;
- 9) Make reasonable effort, working in cooperation with and support of the University's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met;

10) Assist in fund-raising efforts and events when reasonably requested;

11) Assist in the creation and management of the sport operating budget;

The parties may agree to additional specific responsibilities by mutual agreement or constructive consent.

**C. Reporting and Evaluation.**

Employee shall report to the Associate Vice President/Director of Intercollegiate Athletics or to such other person who might be reasonably designated by the Associate Vice President/Director of Intercollegiate Athletics or the President of the University.

Prior to June 30 of each year, the Associate Vice President/Director of Intercollegiate Athletics will evaluate and discuss Employee's performance. This evaluation will be conducted in the approximate same manner as the evaluations of other Head Coaches in the Department of Intercollegiate Athletics. This annual evaluation will take into account prior evaluations and the expectations and goals set for the Employee.

In addition, for each year Employee serves as Football Head Coach, Employee will be responsible for the evaluation of all assistant coaches in the program. The results of these shall be shared with the Associate Vice President/Director of Intercollegiate Athletics or designee. The results of the annual evaluation will have a direct bearing on salary increases.

**D. Prohibited Activities.**

Employee may not use the name or logo of Northern Illinois University in any endorsements or activities without the express prior written permission of the University. Furthermore, Employee may not engage in political activity in violation of the Illinois Officials and Employees Ethics Act including but not limited to endorsing political candidates during business hours, or in official NIU Huskie attire, or using University property, personnel or students. Nothing in this Agreement shall be interpreted to abridge Employee's first amendment rights of freedom of expression or association including Employee's right to contribute to political candidates or parties.

**E. Outside Activities.**

With respect to Employee's outside activities whether for extra compensation or not, material activities external to the Coach's primary responsibilities shall not materially interfere with Employee's full and complete performance of duties as Football Head Coach or other duties reasonably assigned to Employee as a Division I Football Head Coach by the Associate Vice President/Director of Intercollegiate Athletics. The parties acknowledge that Employee's primary obligations lie with the University and its students.

In no event shall Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations (or interpretations thereof) of the NCAA, as now exist or as they may be amended. All



such amendments automatically apply without written notifications and are incorporated herein and made a part of this Agreement.

## ARTICLE V - COMPENSATION

### A. Annual Salary.

Effective December 2, 2012, the Annual Salary for duties performed by Employee under this Agreement shall be \$375,000.00, payable in \$31,250.00 monthly installments (bi-monthly at \$15,625.00). The Annual Salary will be reviewed at least annually and will be adjusted by at least 2% each year. All salary is, of course, subject to mandatory withholding deductions required by the University. This shall be considered Employee's "Base Salary" for purposes of determining Employee's subsequent compensation as Head Football Coach. Beginning July 1, 2013, Employee will be issued a contract as Head Football Coach at the annual base salary \$375,000.00 plus whatever merit increases are made by the Associate Vice President/Director of Intercollegiate Athletics, with the approval of the President. Such increases will depend on availability of funds and the Department of Intercollegiate Athletics priorities. Employee's compensation in the subsequent years of employment will also be subject to the review and evaluation of the Associate Vice President/Director of Intercollegiate Athletics and available funding and the approval of the President (but never at an amount lower than in the prior year).

### B. Performance Incentive.

When the football team is recognized in any of the following ways, Employee will be paid a Performance Incentive in the amount indicated. Please note: all earned incentive compensation elements are cumulative within the academic year only and do not affect base salary.

(1.) Graduation Success Rate ("GSR"). For each full calendar year (including the partial calendar year of 2013), the Employee is Head Coach and the University football team achieves a GSR as outlined below, Employee will receive the corresponding additional compensation no later than June 30 of the current academic year. Additionally, for each year the University football team achieves a GSR as outlined below, and if an employee at the GSR determination point, each full-time assistant coach as well as the Director of Football Operations will receive additional compensation of Two Thousand Dollars (\$2,000) no later than June 30 of the current academic year.

- A GSR greater than or equal to 70%      Head Coach will receive \$5,000
- A GSR greater than or equal to 75%      Head Coach will receive \$7,500
- A GSR greater than or equal to 80%      Head Coach will receive \$10,000

(2.) Academic Progress Rate ("APR"). For each full calendar year (including the partial calendar year of 2013), the Employee is Head Coach and the University football team achieves an APR as outlined below, Employee will receive the corresponding additional compensation no later than June 30 of the current academic year. Additionally, for each year the University football team achieves an APR as outlined below, and if an employee at the APR determination point, each full-time assistant coach as well as the Director of Football Operations will receive additional compensation of Two Thousand Dollars (\$2,000) no later than June 30 of the current academic year.



- An APR greater than or equal to 960      Head Coach will receive \$5,000
- An APR greater than or equal to 970      Head Coach will receive \$7,500
- An APR greater than or equal to 980      Head Coach will receive \$10,000

(3.) Mid-American Conference Coach of the Year. If the Employee is voted MAC Coach of the Year or Co-Coach of the Year by the Conference (or subsequent conference to which the University football team belongs)), Employee will receive additional compensation of Twenty-Five Thousand Dollars (\$25,000) on each occurrence thereof no later than February 28 of the current academic year.

(4.) Mid-American Conference West Champions or Co-Champions. If the University intercollegiate football team wins the MAC (or subsequent conference to which the University football team belongs) Western Division (or subsequent division) Championship or Co-Championship in any given year while the Employee is Head Coach, he will receive additional compensation of Ten Thousand Dollars (\$10,000) on each such occurrence thereof no later than February 28 of the current academic year. Additionally, if the University intercollegiate football team wins the MAC (or subsequent conference to which the University football team belongs) Western Division (or subsequent division) Championship or Co-Championship in any given year while Employee is Head Coach, each full-time assistant coach as well as the Director of Football Operations and the Director of Sports Performance will receive additional compensation of Two Thousand Dollars (\$2,000) on each such occurrence thereof no later than February 28 of the current academic year.

(5.) Mid-American Conference Championship. If the University intercollegiate football team wins the MAC (or subsequent conference to which the University football team belongs) Championship while the Employee is Head Coach, he will receive additional compensation of Twenty-Five Thousand Dollars (\$25,000) on each such occurrence thereof no later than February 28 of the current academic year. Additionally, if the University intercollegiate football team wins the MAC (or subsequent conference to which the University football team belongs) Championship in any given year while Employee is Head Coach, each full-time assistant coach as well as the Director of Football Operations and the Director of Sports Performance will receive additional compensation of Three Thousand Dollars (\$3,000) on each such occurrence thereof no later than February 28 of the current academic year.

(6.) Post-Season Bowl Game Participation. If the University intercollegiate football team participates in a post-season bowl game while the Employee is Head Coach, he will receive additional compensation of Twenty-Five Thousand Dollars (\$25,000) for that season; full time assistant coaches and the Director of Football Operations as well as the Director of Sports Performance will each receive a bonus payment equal to one month base salary for that season. This incentive compensation will be paid no later than February 28 of the current academic year.

(7.) Bowl Championship Series ("BCS") Post-Season Game Participation. If the University intercollegiate football team participates in a BCS post-season bowl game while the Employee is Head Coach, he will receive additional compensation of One Hundred Thousand Dollars (\$100,000) for that season. Full time assistant coaches and the Director of Football Operations as well as the Director of



Sports Performance will each receive additional compensation of one month base salary or (\$7,500) Seven Thousand Five Hundred Dollars, whichever is greater, for that season. When applicable, the incentives provided in Subparts (6.) and (7.) are to be combined and the benefits of both totaled and paid to the applicable employees. This incentive compensation will be paid no later than February 28 of the relevant academic year.

**C. Additional Compensation.**

Employee may retain all income from speeches, endorsements, license agreements, radio and TV shows (and other media), appearances and written materials developed by Employee. Employee is solely responsible for the proper and timely reporting of any additional income to the Internal Revenue Service ("IRS"), Illinois Department of Revenue or any other duly constituted taxing body.

**D. Additional Individual and Family Benefits.**

Subject to the availability of funds as determined annually by the Associate Vice President/Director of Intercollegiate Athletics the following additional individual and other family benefits are provided.

(1.) Club Memberships. The University will arrange for Employee to have free golf privileges at a golf course or club located in the general area of DeKalb. Employee is responsible for the payment of any taxes which may be assessed as a result of Employee's use of these golf privileges and will cooperate in providing reports of usage, if required, to the University Payroll Office.

(2.) Travel Expenses. It is recognized that Employee will incur expenses for travel, entertainment, program development, etc., in conjunction with Employee's duties as Football Head Coach. Reimbursement will come from the regular football budget, intercollegiate athletic budget or foundation account. All expenses and their reimbursements, regardless of the source of reimbursement, shall be in accordance with University rules and procedures. Proper accounts and receipts must be furnished and all items are subject to the approval of the Associate Vice President/Director of Intercollegiate Athletics (not to be unreasonably withheld, delayed, or conditioned).

(3.) Tickets. Employee will be issued thirty (30) tickets for discretionary use by guests of Employee's choice to all home football games to aid university business promotional efforts of the football program and other institutional interests, and similarly eight (8) home game tickets for all other ticketed sports to promote intercollegiate athletics in general (including two [2] VIP parking passes to each such game, event, match, meet, or the like). Similarly, each full time assistant coach will be issued four (4) home football game tickets as well as one (1) parking pass. These tickets are to be provided on a gratuitous basis and are not to be sold or transferred for any remuneration. In addition, if the institution is selected for a bowl game Employee will be issued (30) tickets for discretionary use by guests of Employee's choice. Similarly, each full-time assistant coach will be issued six (6) football tickets for discretionary use by guests of their choice. Employee will also receive tickets for all away from home football contests, consistent with our established away game ticket policy. The parties agree that the intent of the parties, with respect to the tickets detailed herein, is that they are being provided to Employee, to be used in his direction, for the betterment of the program (and it is not the intent of the parties that they are provided as a benefit or as income,



despite the fact that they are listed in this Article V; which is done solely for the purpose of reading convenience).

(4.) Family Travel. The University will direct payment of expenses for Employee's spouse's and children's reasonable travel expenses, hotel bills and other necessary and proper expenses when Employee is traveling on University business. Please note: payment will be made on behalf of the spouse only when the presence of the spouse is necessary to further the interests of University (as reasonably determined by Employee and the University). When the Employee's spouse is traveling or otherwise functioning on official business for the University, the spouse shall be accorded recognition as functioning as a volunteer of the University and the State of Illinois and will be entitled to available legal protections and immunities. Please note: such travel expenses may be taxable to the employee, per IRS guidelines. Notwithstanding the foregoing, the parties agree that it is their intent that the family travel detailed herein is being provided to Employee, to be used in his direction, for the betterment of the program (and is not being provided as a benefit or as income, despite the fact that it is listed in this Article V; which is done solely for the purpose of reading convenience).

#### **E. Summer Camps.**

Subject to applicable University policies and procedures, Employee is responsible for management and operation of NIU football camps or clinics. Employee will be entitled to all net revenue generated, less standard University operating expenses. It is acknowledged that each year the various costs and expenses may be adjusted because of revenue bonding requirements connected to the facilities to be used, but the dollar amount per day for campers, coaches, conference room facilities, the Convocation Center and/or other expenses shall be charged consistent with the lowest rate available to any other user of these facilities during the time period involved. Revenue will be used at Employee's discretion consistent with NCAA rules. Any such net revenue earned shall be paid to Employee through the University payroll and will be subject to normal payroll deductions. Employee shall not be entitled to conduct or direct summer camps that are not sponsored by the University without advance written approval of the Associate Vice President/Director of Intercollegiate Athletics of Northern Illinois University and the camps must be in compliance with NCAA rules and regulations.

#### **F. Automobile.**

For the period that Employee is Football Head Coach and subject to insurability by the University vehicle insurance carrier, the University will obtain a courtesy automobile from a local dealership for the use of Employee or the University will provide a stipend if a courtesy automobile is not available for Employee use. The business and personal use of the automobile will be reported quarterly to the office of the University's Payroll Office in a format determined by that office. Employee is required to provide proof of a current driver's license to the Vice President for Human Resources. The personal use of such automobile will be valued according to guidelines of the Internal Revenue Service and reported as income to Employee.

#### **G. Coach's Shows.**

Employee has the limited right to negotiate for and receive compensation from approved sponsorships and endorsements including radio and TV outlets and appearances, but these are subject to disclosure and administrative coordination as well as the advance written approval of the



Associate Vice President/Director of Intercollegiate Athletics of Northern Illinois University and must be in compliance with NCAA rules and regulations. Such approval may not be unreasonably withheld, delayed, or conditioned. If written requests are not acted on within ten (10) University business days, the written request will be assumed approved. Employee may retain all income from speeches, radio and TV shows (and other media), and appearances and written materials developed. Notwithstanding anything to the contrary contained in this Agreement, the approval required under this Article V.G, such approval shall only be necessary to the extent University approval is required by University of all full-time and part-time University employees with respect to athletically related income.

#### **H. Athletic Products Promotion and Endorsement.**

The University may enter into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories ("Products") for the University's intercollegiate athletics department. For the period that Employee is Football Head Coach, and when required by such agreements, Employee will participate in mutually agreed upon promotional activities and endorse those Products that are provided for use in the program. Employee, the assistant coaches, athletes, and other personnel for the program will be required to use the Products in practice, games, and at public appearances when reasonable and appropriate. For the services provided with regard to promotional activities and endorsement of such Products the Employee will be paid an amount agreed to by the parties.

#### **I. Reporting Requirements: Athletically Related Income and Benefits**

Employee is required by NCAA Bylaw 11.2.2 and this Agreement to provide a written detailed account annually to the Associate Vice President/Director of Intercollegiate Athletics and the University President for all athletically related income and benefits from sources outside the University. The approval of all athletically related income and benefits shall be consistent with applicable state law and University policy related to outside income and benefits applicable to all University employees. Sources of such income and benefits shall include, but are not limited to, the following: income from annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television and radio programs; and endorsements or consultation contracts with athletics shoe, apparel or equipment manufacturers, consistent with Article V of this Agreement.

### **ARTICLE VI - OTHER EMPLOYMENT**

During the term of this Agreement Employee shall not engage in any other employment, act in a consulting capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the institution, except as may be permitted by the Constitution and Bylaws of the National Collegiate Athletic Association, the Rules and Regulations of the Board of Trustees of Northern Illinois University and with the prior written approval of the Associate Vice President/Director of Intercollegiate Athletics. Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Employee shall make a written annual report through the Director to the President of the University specifying the amount of all income and benefits from approved sources outside the institution. Except when Employee is required by the University to endorse, promote,



appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Employee may not be identified as the Football Head Coach of the University (1) for purposes related to any employment, consulting, or athletically related activities of Employee, other than for the University, or (2) in connection with Employee's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service. Notwithstanding anything to the contrary contained in this Agreement, the approval required under this Article VI, such approval shall only be necessary to the extent University approval is required by University of all full-time and part-time University employees with respect to athletically related income.

## ARTICLE VII - VIOLATIONS

If Employee is found to be in violation by the institution and the NCAA (after all permitted, and timely appeals) of a material violation or repeated violations of NCAA rules and regulations, whether while employed by the University or during prior employment at another NCAA member institution, Employee shall be subject to disciplinary or corrective action as set forth by the University and any applicable NCAA enforcement procedures.

## ARTICLE VIII - TERMINATION

### A. Termination by the University.

In the event Employee accepts employment in any capacity with an employer other than the University (except as permitted under Article VI of this Agreement), or resigns, or if Employee, dies, or becomes permanently disabled to the extent that, in the judgment of an independent medical professional, Employee cannot satisfactorily perform the duties of Football Head Coach, this Agreement shall terminate and all obligations of the University to compensate Employee pursuant to this Agreement shall cease as of the date of such employment, resignation, death, or disability. The University shall be obligated to compensate Employee or Employee's estate in accordance with this Agreement for services performed prior to the termination date (including any bonuses or achievements which accrued or were achieved prior to such termination date) and, in the event of disability or death, Employee or Employee's estate shall be entitled to those benefits, if any, that are payable under any University sponsored group employee insurance or benefit plan in which Employee is enrolled.

(1.) This Agreement shall terminate *automatically* upon Employee's death, or upon written notice from the University if Employee is unable to perform the duties of the position to which Employee is then assigned for a period of more than one hundred twenty (120) consecutive days, or if the NCAA finds Employee to have been involved in major (as defined by the NCAA), repetitive violations of NCAA rules and regulations (after all possible appeals and the like are exhausted).

(2.) Except for "*just cause*" reasons, should the University terminate this Agreement, the University will pay to the Employee a sum as full and complete liquidated damages therefore equal to 100% of the remaining base salary for the current contract year, 100% of the base salary for the



immediately following contract year, and 75% of the entire base salary for each of the year(s) remaining in this Agreement or extensions thereof (in a lump sum) within ninety (90) days.

(3.) This Agreement and the aforementioned Notice of Appointment may be terminated upon written notice from the University at any time by the University for "*just cause*". For purposes of this Agreement, "*just cause*" shall be defined as:

(a.) Material breach of this Agreement which remains uncured following ninety (90) business days after Employee's receipt of written notice thereof from the University (including proposed steps for cure).

(b.) A violation of local, state or federal criminal law (constituting a felony or misdemeanor) resulting in Employee's arrest while employed under this Agreement. This shall not include **minor** traffic violations.

(c.) Major violation by Employee of NCAA rules or regulations, as they may be amended from time to time (final judgment, following all possible appeals). Major violation by Employee of the rules or regulations of any athletic conference with which the University is affiliated (final judgment, following all possible appeals).

(d.) 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).

(e.) Moral turpitude as defined in the most recent edition of *Black's Law Dictionary*.

#### **B. Terminating Procedures.**

Any termination for "*just cause*" during the course of a contract year shall be, without limitation, pursuant to University procedures and protections available to other employees of similar employee classification, rank and status.

#### **C. Termination by Employee.**

Employee recognizes and accepts that Employee's promise to work for the University for the entire term of this multi-year Agreement is the essence of this Agreement with the University.

Employee also recognizes that the University is making a highly valuable investment in Employee's continued employment by entering into this Football Head Coach Contract and that its investment would be lost were Employee to resign or otherwise terminate Employee's employment with the University prior to fulfilling the terms of this Agreement. While recognizing these agreements and this entire Agreement, the parties agree that Employee may, nevertheless, voluntarily terminate Employee's employment under this Football Head Coach Contract prior to its normal expiration, but only upon the following terms and conditions:



(1.) Should another coaching opportunity be presented to Employee or should Employee be interested in another coaching position during this Agreement, Employee must notify the University's Associate Vice President/Director of Intercollegiate Athletics of such opportunity or interest in writing before any discussions can be held by Employee with the anticipated coaching-position principals.

(2.) If Employee chooses to resign before completion of Employee's agreed term of service for the purposes of accepting a "Football Position" (as defined below), the University would sustain losses or incur expenses including, but not limited to, the cost of a search for Employee's replacement, a loss to the continuity and/or success of the program, and a loss to the program's reputation. It is acknowledged that it is difficult, if not impossible, to determine the exact actual damages and, therefore, the parties agree that should the Employee terminate this Agreement at any time prior to June 30, 2018 or extensions of the original term, Employee will without further terms or conditions personally pay or cause to be paid by another on Employee's behalf in lump sum without delay within 90 days of Employee's resignation effective date to the employer University a sum equal to the applicable amount specified below. This payment will be uncontestable and indisputably be as liquidated damages, in lieu of all other damages, and not as a penalty.

(3.) If Employee resigns Employee's position as Football Head Coach at Northern Illinois University to become a Football Head Coach, associate or assistant coach or a senior administrator at another institution (College or University) or a Football Head Coach, associate or assistant coach with a professional league or team (each, a "Football Position"), Employee must inform that institution or organization of this provision and Employee's one time amount payable to the University would be as follows:

- If Employee accepts another position prior to June 30, 2014: \$750,000.
- If Employee accepts another position prior to June 30, 2015: \$750,000.
- If Employee accepts another position prior to June 30, 2016: \$750,000.
- If Employee accepts another position prior to June 30, 2017: \$375,000.
- If Employee accepts another position prior to June 30, 2018: \$100,000.

Once paid, such payment shall constitute University's sole compensation and remedy. If Employee resigns for any other reason, no payment of liquidated damages or other damages is required. The University agrees to waive and hereby do waive any claim to punitive damages. In addition, the University agrees that you shall be permitted to terminate this Agreement upon written notice to the University in the event the University materially breaches this Agreement and fails to cure such material breach within a reasonable period of time but no longer than 90 days of its receipt of written notice from or on behalf of Employee specifying said material breach. In such an instance, no liquidated damages or other damages shall be payable by Employee whatsoever.

(4.) It is agreed that the provisions in this paragraph and elsewhere in this Agreement are fair and equitable and shall be considered neither a penalty nor a punishment.



**D. Limitation of Damages for Terminations.**

Except for automatic terminations defined in Article VIII of this Agreement, in the event of a termination by the University, with or without *just 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 for cause. Employee agrees to waive and hereby do waive any claim to punitive damages. Unless otherwise provided, nothing herein shall adversely affect or limit Employee's right to claim damages based upon base salary, plus merit adjustments, which might be due for the remainder of the term of this Agreement or any extension thereof. Such amount shall be considered liquidated damages, in lieu of all other forms of damages or expenses, and the parties agree that Employee's acceptance thereof shall constitute adequate and reasonable compensation to Employee for all damages, expenses and/or injury suffered by Employee because of said termination by the University. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, sport camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the University's termination of this Agreement. The foregoing is not, nor shall it be construed to be, a penalty.

**ARTICLE IX - MISCELLANEOUS**

**A. Determination of Athletic Eligibility.**

The University's reasonable determination of the intercollegiate athletic and academic eligibility of student-athletes or the imposition of disciplinary sanctions (including expulsion) on student-athletes shall not be a violation of any of our understandings.

**B. Tenure.**

Pursuant to University Regulations, coaches are not eligible for tenure, nor is there any expectation of continuing employment or re-appointment other than that which might be set forth in this Employment Agreement or any written modifications hereto.

**C. Entire Agreement: Amendments.**

This Employment Agreement, together with the allied Notice of Appointment, constitutes the full and complete understanding of the parties with respect to Employee's employment as Football Head Coach and supersedes all prior understandings, either written or oral, between the parties. This Agreement may be amended only in writing, except for increases in pay or benefits, which may be accomplished without the necessity of written modification or amendment.

**D. Severability.**

If any provision of this Employment 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.



**E. 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.

**F. University to Retain All Materials and Records.**

Except as set forth in Article V Section C in this Agreement, all materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, videos, statistics, or any other material or data furnished to Employee by the University or developed by Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole confidential property of the University.

**G. Employer's Legal Immunities and Defenses.**

Nothing in this Employment Agreement shall be construed to constitute a waiver or relinquishment by the University, the Board of Trustees, or the State of Illinois 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.

**H. Notices.**

Any notices required by or sent pursuant to this Employment Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the day such notice is mailed, postage pre-paid, in the U.S. Mail, addressed to the party at the address set forth below, or at such other address which may be designated, in writing, by one party to the other.

To the Employee:	Football Office Northern Illinois University
To the University:	Associate Vice President/ Director of Intercollegiate Athletics Northern Illinois University
With copies to:	Vice President and General Counsel Northern Illinois University  The Legacy Agency Attn: Jordan Bazant 230 Park Avenue, Suite. 851 New York, NY 10169



**I. Merger and Amendment.**

The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the parties.


**ARTICLE XI - GOVERNING LAW**

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Illinois.


**ARTICLE XII - ACKNOWLEDGEMENT**

The parties acknowledge that they have read and understand the provisions of this Employment Agreement and that such provisions are enforceable and all agree to abide by the terms and conditions set forth herein. Employee also acknowledges that Employee has been informed of Employee's right to have this Employment Agreement reviewed by an attorney of Employee's choice. Northern Illinois University enthusiastically looks forward to Employee's service as this institution's Football Head Coach. Please indicate Employee's agreement with these terms and conditions by signing and dating three copies of this Employment Agreement and returning them.

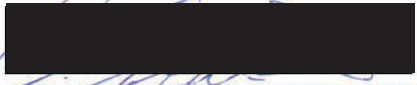
**BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY**

By   
Steven Cunningham  
Acting Executive Vice President

Date 5/3/13


By   
Jerry D. Blakemore  
Vice President and General Counsel

Date May 22, 2013

By   
Christian Spears  
Acting Associate Vice President and  
Director of Intercollegiate Athletics

Date 6/3/13

**ROD CAREY**

By 

Date 6-3-13





## Northern Illinois University Huskies

Intercollegiate Athletics 1525 West Lincoln Highway DeKalb, IL 60115 www.niu.edu/athletics

Phone 815-753-1295 Fax 815-753-7700

### ADMINISTRATION

#### FIRST AMENDMENT TO FOOTBALL HEAD COACH CONTRACT

This First Amendment to Football Head Coach Contract ["Employment Agreement"] is made and entered into this 4<sup>th</sup> day of December, 2013, by and between The **BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY** ("University" or "NIU") and **ROD CAREY** ("Employee" or "Coach"), witnesseth:

WHEREAS, the University and the Employee entered into that certain Employment Agreement on June 3, 2013; and

WHEREAS, the parties wish to amend said Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. The first sentence of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

The **BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY** ("University" or "NIU") and **ROD CAREY** ("Employee" or "Coach") have entered into this Employment Agreement ("Employment Agreement" or "Agreement") because the University desires to hire the Employee for a period up to six (6) years subject to state law and the Employee desires to serve as Head Coach of the Football Team and to serve the entire term of this Employment Agreement.

2. Article III of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Subject to the terms and conditions of this Employment Agreement, the University will employ the Employee as head coach for the intercollegiate football program for the period beginning December 2, 2012, and ending June 30, 2019.

NIU will not use the fact that the state procedures require one-year contracts as an artificial pretext to terminate the Employee's employment before June 30, 2019 or any optionally extended period, or extension, has ended unless, of course, such reason would be exceptionally justified and incontestably acceptable to the parties hereto if the Illinois General Assembly does not continue its appropriation(s) for or the University cannot reasonably fund those operations of the University with which Employee will be involved.



The parties acknowledge that the University, as an agency of the State of Illinois, cannot legally obligate funds beyond the end of the current fiscal year, which is June 30, 2014. After that date, the understandings set forth in this Agreement 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 Northern Illinois University.

In the event that the State of Illinois fails to make such funds available at the levels required under this Agreement, the University agrees that it shall offer Employee the option to continue as Head Football Coach of the University at the salary level determined by the Associate Vice President/Director of Intercollegiate Athletics. In the event Employee elects not to continue at the determined level, Employee shall be permitted to terminate this Agreement upon written notice to the University, and notwithstanding anything to the contrary contained herein, Employee shall not be required to pay the liquidated damages indicated in Article VIII, below (or any other damages, whatsoever). Furthermore, the University agrees that in such an event, it shall not offer the position of Football Head Coach to any individual at a salary that exceeds the determined level.

The parties further acknowledge that Board of Trustees regulations require a new contract for each fiscal year (i.e., beginning July 1) for all Faculty without Academic Rank (also referred to as members of the Supportive Professional Staff or "SPS"). All head coaches and members of coaching staffs are contractually classified as "temporary SPS employees" in the University system for human resources administration, with appropriately related employee benefits and privileges. Any salary increases for temporary SPS personnel in the Department of Intercollegiate Athletics are determined each year by the Associate Vice President/Director of Intercollegiate Athletics and are contingent upon the availability of funds and the approval of the President or designee (it being agreed that Employee compensation will never be lowered by such determination; and can only be kept at the same level or raised). Nothing in this Agreement shall permit the University to assign Employee to any other job or responsibilities except the position as Football Head Coach of the University. Employee will be eligible to receive the customary and ordinary fringe benefits available to all Temporary Supportive Professional Staff employees at the University and will be subject to all legal withholdings or deductions required by state or federal law or regulation.

3. Article V(A) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

Effective December 2, 2012, the Annual Salary for duties performed by Employee under this Agreement shall be \$375,000, payable in \$31,250.00 monthly installments (bi-monthly at \$15,625.00). The Annual Salary will be reviewed at least annually and may be adjusted as required by the legislature or increased as deemed appropriate by the University. (All salary is, of course, subject to mandatory withholding deductions required by the University.) This shall be considered Employee's "Base Salary" for purposes of determining Employee's subsequent compensation as Head Football Coach. Beginning January 1, 2014, Employee will be issued a contract as Head Football Coach at the annual base salary of \$400,000.00, payable in \$33,333.33 monthly installments (bi-monthly at \$16,666.66). This adjustment is provided in consideration for all University determined Employee media responsibilities on behalf of the intercollegiate football program and Intercollegiate Athletics. Employee may also earn whatever merit increases are made by the Associate Vice President/Director of Intercollegiate Athletics, with the approval of the President. Such increases will depend on availability of funds and the Department of Intercollegiate Athletics priorities. Employee's compensation in the subsequent years of employment will also be subject to the review and evaluation of the Associate Vice President/Director of Intercollegiate



Athletics and available funding and the approval of the President (but never at an amount lower than in prior year).

4. Article VIII(C)(2) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

If Employee chooses to resign before completion of Employee's agreed term of service for the purposes of accepting a "Football Position" (as defined below), the University would sustain losses or incur expenses including, but not limited to, the cost of a search for Employee's replacement, a loss to the continuity and/or success of the program, and a loss to the program's reputation. It is acknowledged that it is difficult, if not impossible, to determine the exact actual damages and, therefore, the parties agree that should the Employee terminate this Agreement at any time prior to June 30, 2019 or extensions of the original term, Employee will without further terms or conditions personally pay or cause to be paid by another on Employee's behalf in lump sum without delay within 90 days of Employee's resignation effective date to the employer University a sum equal to the applicable amount specified below. This payment will be uncontestable and indisputably be as liquidated damages, in lieu of all other damages, and not as a penalty.

5. Article VIII(C)(3) of that certain Employment Agreement shall be deleted in its entirety, and the following shall be substituted in its place:

If Employee resigns Employee's position as Football Head Coach at Northern Illinois University to become a Football Head Coach, associate or assistant coach or a senior administrator at another institution (College or University) or a Football Head Coach, associate or assistant coach with a professional league or team, Employee must inform that institution or organization of this provision and Employee's one time amount payable to the University would be as follows:

- If Employee accepts another position prior to June 30, 2014: \$1,000,000.
- If Employee accepts another position prior to June 30, 2015: \$750,000.
- If Employee accepts another position prior to June 30, 2016: \$750,000.
- If Employee accepts another position prior to June 30, 2017: \$375,000.
- If Employee accepts another position prior to June 30, 2018: \$375,000.
- If Employee accepts another position prior to June 30, 2019: \$100,000.

Once paid, such payment shall constitute University's sole compensation and remedy. If employee resigns for any other reason, no payment of liquidated damages or other damages is required. The University agrees to waive and hereby do waive any claim to punitive damages. In addition, the University agrees that you shall be permitted to terminate this Agreement upon written notice to the University in the event the University materially breaches this Agreement and fails to cure such material breach within a reasonable period of time but no longer than 90 days of its receipt of written notice from or on behalf of Employee specifying said material breach. In such an instance, no liquidated damages or other damages shall be payable by Employee whatsoever.

**In all other respects the terms and conditions of that certain Employment Agreement shall remain in full force and effect.**




IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.


**BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY**

By   
**Dr. Doug Baker**  
President

Date 2/14/14

By   
**Jerry D. Blakemore**  
Vice President and General Counsel

Date 2/14/14

By   
**Sean T. Frazier**  
Associate Vice President and  
Director of Intercollegiate Athletics

Date 2/14/14

**ROD CAREY**

By   
**Rod Carey**  
Head Football Coach

Date 2-11-14