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# UNIVERSITY OF IOWA

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## HEAD COACH CONTRACT

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This Contract is executed by and between The State University of Iowa ("University") and Kirk J. Ferentz, ("Coach"), effective January 1, 2009.

The parties hereto promise and agree as follows:

### 1. EMPLOYMENT TERM

In accordance with the University policies concerning administrative positions, this appointment to the position of Head Football Coach shall begin January 1, 2009, and continue until June 30, 2016.

### 2. DUTIES

The coach is responsible for supervising, planning and coordinating the Men's Football Program, and in so doing, Coach is expected to fulfill those duties listed in Appendix A.

While the duties of assistant coaches shall be assigned by the Head Coach, it is understood that the head and the assistant coaches are directly responsible, separately and collectively, to the Director of Athletics for compliance with the policies of the University and the rules and regulations of the Big Ten Conference Inc., and the constitution and bylaws (and official interpretations thereof) of the National Collegiate Athletic Association (NCAA) as are all other employees of the Department of Athletics.

It is understood that assistant coaches are immediately responsible to the Head Coach, who, in turn, is responsible for the activities of his staff as they relate to the athletic interests of the University.

Coach agrees in signing this Contract that the Director of Athletics, as the administrative officer for the University, is charged with the responsibility to operate the program of intercollegiate athletics within the policies of the Board of Regents, State of Iowa, and the University and in accordance with the constitution, bylaws, rules, regulations and policies of the Big Ten and the NCAA. In signing this document, Coach signifies that he understands the rules and regulations of the Big Ten Conference and the NCAA and agrees to abide by directives by the Director within the context of the

above-mentioned policies, rules and regulations of the University, Conference and NCAA as a condition of his employment.

Coach understands and agrees that he must notify the Director of Athletics prior to discussing any employment opportunities outside the University of Iowa and outside the scope of this Agreement.

### 3. COMPENSATION

Salary will be paid on a fiscal year basis dating from July 1 through June 30, and salary increases, if any, shall start July 1.

University agrees to pay Head Coach as follows:

Base Salary	
Departmental Funds	\$1,620,000*

\*Base salary includes shoe and apparel endorsements, camp compensation, radio and television participations (includes Learfield compensation at \$150,000).

### 4. SUPPLEMENTAL COMPENSATION

#### A. Recurring Annual Incentive Bonuses

\*USA/Today/ESPN Poll (Final Poll):

Top 25	\$100,000
Top 20	\$125,000
Top 15	\$150,000
Top 10	\$225,000
Top 5	\$275,000
National Champions	\$500,000

\*Highest Attained

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Outright Big Ten Title or Undefeated	
Conference Record	\$175,000
Shared Big Ten Title	\$100,000

\*Highest Attained

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Bowl Championships Series Game	\$175,000
\$1,000,000 Bowl Game and over	\$ 75,000
\$750,000-\$999,999 Bowl	\$ 25,000

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Big Ten Coach of Year	\$ 25,000
National Coach of Year	\$ 50,000 for any <u>one</u>
of the following awards:	

(AP, AFCA, Walter Camp, FWA, Bobby Dodd, Bear Bryant, Home Depot/ESPN, George Munder, Football News, CNN/SI, The Sporting News, CBS Sportsline.com, ABC Sports.com, D.C. Pigskin Club, or other Nationally elected awards)

Annual Graduation Rate over 70%	\$ 75,000
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The University agrees to pay Coach each Recurring Annual Incentive Bonus that he has earned within 30 days of the date on which the incentive was earned, regardless of whether coach is still employed with the University at that time.

B. Additional Compensation for Assistant Coaches

The University will fund average salary increases for the 9 on-field assistant coaches as well as the Head Strength Coach, the top Assistant Strength Coach, and the Director of Football Operations on July 1 after any season in which the team finished with 6 wins or greater, participated in a post-season bowl game, and achieved a graduation rate of 55% or higher (based on a four-year average of annual NCAA graduation rates).

6 wins, post-season bowl game participation, but not in Top 25		7% Total
Greater than 6 wins, post-season bowl game participation, but not in Top 25	Additional 1%	8% Total
Top 25	Additional 1%	9% Total
Top 20	Additional 1%	10% Total
Top 15	Additional 1%	11% Total
Top 10	Additional 2%	13% Total
Top 5	Additional 2%	15% Total

\*Compensation for post season participation is detailed in Appendix C.

### Recurring Supplemental Payments

University shall continue to pay Coach annual supplemental compensation in four installments as follows, throughout the term of this contract:

September 30	\$350,000
October 30	\$350,000
March 30	\$350,000
June 30	\$350,000

- C. After consultation with Coach, a portion of supplemental or regular compensation may be funded or credited by University into one or more (fully vested) deferred compensation programs, including tax-qualified plans, in accordance with applicable tax rules.

### 5. SPORTS CAMPS

Coach shall participate in a Summer Football Sports Camp. Compensation for this participation is included in the Base Salary noted in 3 above.

Coach shall comply with the University policies regarding the conduct of such camps, including use and distribution of financial benefits received from the Summer Football Sports Camps, supplemental compensation, accounting requirements, and vacation requirements.

### 6. RENEGOTIATION

It is agreed that the financial aspects of this contract will not be renegotiated within three years of the date of signing this document.

### 7. OUTSIDE COMPENSATION/CONFLICT OF INTEREST/COMMITMENTS

Coach may enter into agreements with other parties to provide services not included within this Contract for compensation as long as such services can be performed within the limits permitted by the Conference, National Collegiate Athletic Association (NCAA), state law, and provided that such services do not interfere with the Coach's obligations under this Contract and are fully consistent with all rules required by the University or the Board of Regents, State of Iowa, except where inconsistent with the terms of this Contract or University policy. Coach shall obtain the advance approval of the President or the appropriate Vice President before entering into such agreements. Approval shall not be unreasonably withheld. Contracts to receive compensation from parties outside the University shall comply with the University's policy on Conflict of Interest/Commitments.

## **8. FRINGE BENEFITS**

Coach shall receive all employee-related benefits which are normally available to University employees in the Athletic Department. Additional fringe benefits, if any, provided by the University are set forth in Appendix B attached, which shall be updated annually. Coach acknowledges the fringe benefits provided by University are subject to change from time to time by the Iowa Legislature, the Board of Regents, State of Iowa, or University.

## **9. DISCLOSURE**

Beginning with the effective date of this Contract, the Coach shall disclose annually on or about August 31 to the President and the Director of Athletics, sources and amounts of athletically-related benefits to the extent such disclosure is required by the NCAA or the Conference.

## **10. FOOTBALL DISCRETIONARY FUND**

The Department of Athletics will annually provide and fund at \$10,000 per year a fund for discretionary use of the Head Coach on departmental public relations expenses. All expenditures are subject to regular review and audit per University and Foundation policies. This fund may not be used for personal items or to reimburse non-business expenses.

It is understood that all funds collected or expended by Coach or his staff on behalf of the University or the Football program will be administered from source to expenditure in accordance with the policies of the University and the rules and regulations of governing bodies for intercollegiate athletics with which The University of Iowa is affiliated.

## **11. TERMINATION BY UNIVERSITY FOR CAUSE**

The University may terminate this Contract for cause. "Cause" as used in this Contract includes:

- (a) Deliberate and serious violations of the duties of the Head Men's Football Coach, which are outlined in Appendix A, or refusal or unwillingness to perform such duties in good faith and to the best of the Coach's abilities that are not adequately remedied after thirty (30) days written notice thereof to the Coach;
- (b) Material violations by the Coach of any of the other terms/conditions of this Agreement not adequately remedied after thirty (30) days written notice thereof to the Coach;
- (c) A deliberate or serious violation of a rule of the NCAA or Big Ten Conference by a member of the football coaching staff or other person

under the Coach's supervision or direction resulting in the University being placed on probation by the NCAA, a finding of a lack of institutional control, loss of grants in aid, loss of post-season play, or loss of revenue;

- (d) Multiple secondary violations of the rules of the NCAA or Big Ten Conference in or related to the Men's Football team provided such violations result in the NCAA placing the University on probation upon a finding of a lack of institutional control, loss of grants in aid, loss of post-season play, or loss of revenue;
- (e) A violation of any policy of the Regents or University involving dishonesty, moral turpitude, or conflict of interest, or conviction of any law involving dishonesty, moral turpitude, or conflict of interest, or any other personal conduct that impairs Coach's ability to fulfill assigned duties or reflects adversely on the Coach's fitness to serve as head coach;
- (f) Substantial physical or mental incapacity to perform assigned duties. Said physical or mental incapacity shall be determined by the majority of a panel of three (3) physicians. One (1) such physician shall be chosen by the University, one (1) by Coach and the third physician shall be chosen by the two (2) appointed by the parties.

In the event of a termination under this paragraph, University's sole obligation to Coach shall be payment of his salary provided for herein in Paragraph 3 to the date of such termination. The University shall not be liable to Coach for any collateral business opportunities or other benefits associated with Coach's position as Head Football Coach. Prior to termination for cause, University shall provide thirty (30) days written notice of the charges asserted against Coach and a reasonable opportunity to respond to the charges. The notice shall be sent by Certified Mail with a copy to Neil M. Cornrich, Esq. In the event a termination for cause is ultimately overturned by a court of competent jurisdiction, the liquidated damage provision in Paragraph 12 shall apply.

## **12. TERMINATION BY UNIVERSITY WITHOUT CAUSE; LIQUIDATED DAMAGES**

This Contract may be terminated by the President at any time without cause. In such event, Coach will not be reassigned to any other position within the Department of Athletics. Further, in such event, University shall pay to Coach as liquidated damages, in lieu of any and all other legal remedies or equitable relief, a sum equal to 75% of the annual guaranteed amount (base salary and recurring supplemental payments) of this contract for each year or portion thereof (pro rata) remaining in this Contract. The above sums will not be reduced in the event of Coach's subsequent employment during the period covered by this Contract. Payments shall be made in equal monthly installments over the remaining months of this Contract, beginning one month after the date of termination. The University shall not be liable to Coach for any University benefits or any collateral business opportunities or other benefits associated with Coach's position as Head Football Coach. The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a Contract



for personal services. The parties recognize that a termination of this Contract by University prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation or outside compensation relating to his employment at University, which damages are difficult to determine with certainty. Accordingly, the parties agree to this liquidated damages provision.

### **13. UNIVERSITY RECORDS**

All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material furnished to the Coach by the University or developed by the Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Coach's employment hereunder are and shall remain the property of the University. In the event of the Coach's termination as provided herein, the Coach shall immediately cause any such materials to be delivered to the University.

### **14. INTERPRETATION AND APPLICABLE LAW**

This agreement is made under and shall be interpreted according to the laws of the State of Iowa. Any rule to the effect that an agreement shall be construed against the party drafting shall have no application to this agreement. If any provision of the agreement or the application thereof shall be held invalid or unenforceable, the remaining provisions and their application shall not be affected thereby and shall continue to be fully effective and enforceable.

### **15. DISPUTE RESOLUTION**

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

### **16. MERGER**

This Contract constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Contract shall be binding upon the parties unless contained herein or set forth in the form of written amendment(s) to the Contract, executed by both parties and approved by the Board of Regents, State of Iowa, prior to becoming effective.

I have read and understand the Contract and agree to abide by the terms and conditions set forth.

Date 6/12/09

Signed Kirk J. Ferentz  
Kirk J. Ferentz  
Head Coach, Football

Date 6-15-09

Signed Gary A. Barta  
Gary A. Barta  
Director of Athletics

Date 7/17/09

Signed Sally Mason  
Sally Mason  
President

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## Appendix A

### 1. DUTIES

The Coach shall be responsible for:

- (a) General Program Management:
  - (i) conduct himself and the Football program in accordance with the Constitution and Bylaws of the conference and of the NCAA;
  - (ii) have oversight responsibility for administrative duties pertaining to the Football program;
  - (iii) supervise the conduct of assistant coaches and staff and their activities, including compliance with the Conference and NCAA legislation and provide annual evaluations thereof;
  - (iv) follow appropriate departmental chain of command;
  - (v) abide by all applicable board policies, University, Conference, and NCAA rules and regulations;
  - (vi) perform other duties as Head Coach as may be assigned by the President or Director of Athletics within reason;
- (b) Teaching/Training:
  - (i) teach the mechanics and techniques of football to team members;
  - (ii) coach student-athletes, analyze performances, and instruct student-athletes in areas of deficiency;
  - (iii) develop team for sport competition; oversee daily practice of student-athletes;
  - (iv) assist Strength Coach in designing and implementing a strength program;

- (c) Counseling/Advising student-athletes:
  - (i) in conjunction with the faculty, encourage academic progress of student-athletes toward graduation;
  - (ii) cooperate with student services for the benefit of student-athletes;
  - (iii) require exemplary citizenship of student-athletes;
  - (iv) support and cooperate with Department of Athletics and University student disciplinary policies and procedures;
- (d) Budget Management:
  - (i) maintain full responsibility for the fiscal and budgetary functions associated with the Football program and perform such functions in accordance with University policies;
- (e) Recruiting:
  - (i) recruit talented student-athletes for the Football program who will be committed students and exemplary citizens;
- (f) Public Relations:
  - (i) promote the University, the Athletic Department, and the Football program;
  - (ii) participate in University Summer Camp programs;
  - (iii) participate in radio and television coaches programs in conjunction with media partners.

## Appendix B

Coach will have prerogative to take up to six guests on team plane or bus to regular season road contests subject to space availability.

Coach's spouse may travel to road games aboard regular team mode(s) of travel at the Coach's discretion.

University will provide two (2) automobiles and reasonable and appropriate automobile insurance for exclusive use of head coach and spouse. Personal usage is subject to current IRS regulations.

The Athletics Department will make a good faith effort to negotiate a reduced rate membership at University Athletic Club for head coach, coaching staff, and families.

Coach shall have access to a private jet for his personal use for up to 35 hours per year. Every effort will be made to secure donated airtime with rental using departmental funds as a second option after all attempts to secure donated time have been exhausted.

Coach understands that some or all of these benefits may be subject to federal or state taxation and that he shall be responsible for any tax he may incur as a result of the receipt of said benefits.

Coach will receive twenty (20) game tickets to each home game subject to regular University auditing and compliance procedures.

Coach will have access to one viewing box in Kinnick Stadium press box for exclusive use during all home football games.

## APPENDIX C

The following bonuses shall be paid to the football staff listed below for participation in post-season bowl games.

### BOWL PAYOUTS

\$750,000-\$999,000	¾ month's salary
\$1,000,000+	1 month's salary
Rose Bowl or other BCS bowl	2 month's salary

This schedule may be used for all full-time assistant coaches (9), as well as the Director of Football Operations, the Head and First Assistant Strength Coach, and the Quality Control Administrator.

In addition, when the team meets the academic and bowl criteria set forth in 4B of this contract and are selected to play in a bowl with a \$1 million payout or greater and are ranked in the top 25 in the final polls, a one-time bonus pool will be provided:

National Ranking	Bonus Pool
16 <sup>th</sup> -25 <sup>th</sup>	\$75,000
11 <sup>th</sup> -15 <sup>th</sup>	\$100,000
6 <sup>th</sup> -10 <sup>th</sup>	\$125,000
1 <sup>st</sup> -5 <sup>th</sup>	\$150,000

The Head Coach shall have the ability to award this one-time bonus pool to the 9 full-time assistant coaches, the Director of Football Operations, the Head and First Assistant Strength Coaches, and the Quality Control Administrator at his discretion with the approval of the Director of Athletics.

Additionally, from the same bonus pool listed above, lump sum payments may be awarded to integral P&S employees at the discretion of the Head Coach and with the approval of the Director of Athletics, in consultation with the Director of Compensation and Classification. Typically, these awards will be consistent with UI Flexible Pay limits. Consideration will be given to positions that work significantly with football but assume an extraordinary workload due to the bowl game and perform in an exceptional manner.

The following positions are primarily dedicated to football and may be eligible to receive 3.5%-4.5% from the above bonus pool:

- Head Football Equipment Manager
- Football Video Coordinator

Additional consideration shall be given to the following positions which have other responsibilities but dedicate a significant portion of their efforts to football. In addition, their particular roles directly impact the health and well-being of the student-athletes. They may be eligible to receive 4%-8% from the above bonus pool:

- Director of Athletic Training Services (e.g., head football trainer)
- Travel Coordinator (e.g., football and men's basketball travel coordinator and athletics trainer)

Following the 2009 Outback Bowl only, Head Coach shall have the total sum of \$30,000 to be distributed to any or all of the individuals mentioned above at his discretion, subject to the approval of the Director of Athletics.