

AMENDMENT TO HEAD COACH CONTRACT

This Amendment to the Head Coach Contract between the State University of Iowa (University) and Kirk J. Ferentz (Coach) effective July 1, 2017, is attached to and incorporates by reference all of the terms and conditions of the Head Coach Contract between University and Coach effective February 1, 2016, except as modified herein.


The parties hereto promise and agree as follows:

1. Paragraph 3-B. (Compensation – Base Salary: Departmental Funds) of the Head Coach Contract effective February 1, 2016, is hereby amended to reduce Coach’s 2017-2018 salary from \$2,470,000 to \$2,420,000. Coach’s salary for all subsequent years shall remain at the amounts listed in the Head Coach contract effective February 1, 2016.

All other terms and conditions of the Head Coach Contract between University and Coach effective February 1, 2016, shall remain in full force and effect.

I have read and understand the terms contained in this Amendment to Head Coach Contract effective the day and date first above written.

Date 6/26/17

Signed 
Kirk J. Ferentz
Head Coach, Football

Date 6/27/17

Signed 
Gary A. Barta
Director of Athletics

Date 6/27/17

Signed 
J. Bruce Harreld
President

UNIVERSITY OF IOWA

HEAD COACH CONTRACT

This Contract is executed by and between The State University of Iowa ("University") and Kirk J. Ferentz, ("Coach"), effective February 1, 2016.

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 February 1, 2016, and continue until January 31, 2026.

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

- A. Salary will be paid on a yearly basis dating from February 1 through January 31, and salary increases, if any, shall start February 1.
- B. University agrees to pay Coach as follows:

Base Salary: Departmental Funds

2016-2017	\$2,370,000
2017-2018	\$2,470,000
2018-2019	\$2,570,000
2019-2020	\$2,670,000
2020-2021	\$2,770,000
2021-2022	\$2,870,000
2022-2023	\$2,970,000
2023-2024	\$3,070,000
2024-2025	\$3,170,000
2025-2026	\$3,270,000

*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

- 1) If the University of Iowa Football Team at the end of the season is ranked as a top 25 team by any of USA Today, ESPN or AP, Coach shall be paid a bonus based upon the highest rank given by any of these three polls as follows:

Top 25	\$125,000
Top 20	\$150,000
Top 15	\$175,000
Top 10	\$250,000
Top 5	\$350,000
National Champion Runner-Up	\$500,000
National Champion	\$1,500,000

- 2) If the University of Iowa Football Team wins any of the titles set forth below, the Coach shall be paid the bonus associated with the highest title attained:

Big Ten West Division (but no invitation to Big Ten Championship game)	\$100,000
Big Ten West Division but lose Big Ten Championship game	\$200,000
Big Ten Championship Game Title and/or go undefeated in Big Ten regular season	\$250,000

- 3) If the University of Iowa Football Team participates in any of the games set forth below, the Coach shall be paid the bonus associated with the highest position attained:

Any Bowl Game	\$100,000
Other "New Year's Six" Game	\$250,000
Semifinal Playoff Game	\$375,000

In addition, if the University of Iowa Football Team wins the Rose Bowl, the Coach shall be paid an additional \$50,000 bonus.

- 4) If Coach at the end of the season is awarded any of the honors set forth below, Coach shall be paid the bonuses associated with those honors:

Big Ten Coach of the Year	\$50,000
National Coach of the Year by any of the AP, AFCA, Walter Camp Foundation, FWAA, Bobby Dodd Coach of the Year Foundation, National Sportscasters & Sportswriters Association/ Bear Bryant Award, ESPN/Home Depot, The Sporting News, Maxwell Football Club, Liberty Mutual, Football News, CBSSports.com, ABCSports.com	\$100,000 for any one of them, but only one bonus of \$100,000

- 5) If the student-athletes on the University of Iowa Football Team achieve a Graduation Success Rate of at least 80%, Coach shall be paid a bonus of \$100,000.
- 6) If the University of Iowa Football Team wins, in any season, 8 or more games, Coach shall be paid a bonus of \$500,000 for that year.

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

1. The University will fund an average salary increase of 8% 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 at least 7 wins, participated in a post-season bowl game, and achieved a Graduation Success Rate of at least 67.5% in the most recent calculation period.

7 wins, post-season bowl game participation		8% Total
Top 25	Additional 2%	10% Total
Top 20	Additional 1%	11% Total
Top 15	Additional 1%	12% Total
Top 10	Additional 2%	14% Total
Top 5	Additional 2%	16% Total
National Champions	Additional 4%	20% Total

If the 67.5% Graduation Success Rate is not reached, but all other criteria are met, the total percentages in the table above shall be reduced by 2% for that year only.

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

2. University will fund a one-time salary increase pool of \$250,000 for the full-time assistants (9), head and first assistant strength coaches (2), and director of football operations within 30 days of execution of this contract, effective July 1, 2016. The head coach will have the ability to assign individual amounts from the \$250,000 pool with the approval from the director of athletics.
3. University agrees that any of the 9 on-field assistant coaches, the Head Strength Coach, the top Assistant Strength Coach, or the Director of Football Operations (the "Assistants") who have been employed by the University for five or more seasons shall be offered two year contracts, effective July 1, 2016 at their July 1, 2016 salary. University further agrees that any of the Assistants who meet the five-year threshold in future seasons will also be offered two year contracts, effective July 1 following their fifth season.
 - (a) On or before March 31 of each year beginning in 2017, the Coach shall identify the Assistant(s) who the Coach recommends for a one-year contract extension, effective the following July 1. The Assistants' contract extensions are subject to the approval of the athletic director, such

approval not to be unreasonably withheld.

(b) In the event that the Coach is terminated by University during the term of this contract, University shall honor the full term of the Assistants' contracts with salary payments made on the regular University payroll schedule.

(c) In the event that the Coach terminates his employment prior to the end of the employment term for any reason other than the election of University, University shall honor the terms of each Assistant's contract until the earlier of (i) the full term of the contract, or (ii) the date on which the Assistant accepts an offer of employment as a head coach at a FBS or FCS program or as an assistant coach with a Power 5 program (Big 10, Pac 12, SEC, Big 12, or ACC) or a National Football League team.

(d) Notwithstanding the foregoing, each Assistant's contract shall terminate no later than January 31, 2026.

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	\$370,000
October 30	\$370,000
March 30	\$370,000
June 30	\$370,000

D. Longevity Incentive

As long as he is still employed by University on January 31 of each year of the term of this contract, University shall pay to Coach a Longevity Incentive by January 31 of that year in the amount of \$650,000.

E. 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. 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.

7. 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.

8. 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.

9. 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.

10. 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 which Coach knew or should have known about 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 major violation of any of the following: a policy of the Regents or University involving dishonesty, moral turpitude, or conflict of interest; conviction of any law involving dishonesty, moral turpitude, or conflict of interest; any other personal conduct that materially and adversely impairs Coach's ability to fulfill assigned duties or reflects materially and 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 11 shall apply.

11. TERMINATION BY UNIVERSITY WITHOUT CAUSE; LIQUIDATED DAMAGES

This Contract may be terminated by University 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 the following percentages 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.

Year 1 (2016)	100%
Year 2 (2017)	100%
Year 3 (2018)	75%
Year 4 (2019)	75%
Years 5 (2020)	75%
Years 6 through 10	50%

In Years 1 through 5, for each year that the University of Iowa Football Team wins at least seven games, the liquidated damages in one of Years 6 through 10 will convert from 50% of the annual guaranteed amount to 100%.

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. ..

12. 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.

13. 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.

14. 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.

15. 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 9/5/2016

Signed 
Kirk J. Ferentz
Head Coach, Football

Date Sept 2, 2016

Signed 
Gary A. Barta
Director of Athletics

Date SEPT. 2, 2016

Signed 
J. Bruce Harreld
President

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 provide a membership at the University Club for head coach, assistant football coaches, head strength and conditioning coach for football, and director of football operations, and their families.

Coach shall have access to a private jet for his personal use for up to 35 hours of flight time per year and at least 50 hours per year for approved business use. Such jet shall be available within 8 hours of the Coach's request to travel for business. 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. For either business or personal use, University shall secure two pilots for each trip and for flights that are 90 minutes or less, a King Air craft shall be satisfactory.

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 and Big Ten Championships.

1. Big Ten Championship Payouts

If the University of Iowa Football team wins any of titles set forth below, the football staff listed below shall be paid the bonus associated with the highest title attained. 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.

Big Ten West Division Title or Co-Champion	.75 month's salary
Big Ten West Division Champions but lose Big Ten Championship game	1.0 month's salary
Big Ten Championship Game Title	1.5 month's salary

2. Bowl Payouts

If the University of Iowa Football team participates in any of the games described below, the football staff listed below shall be paid the bonus associated with the highest title attained. 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.

Any bowl	1.0 month's salary
\$3,000,000+ bowl payout	1.75 month's salary
Other "New Year's Six" Game	2.5 month's salary
Semifinal Playoff Game	2.75 month's salary
Championship Game	3.0 month's salary

3. One-Time Bonus Pool

(A) In each year in which the team meets the academic and bowl criteria set forth in Section 4(B) of this Contract and is selected to play in a bowl with a \$1 million payout or greater and is ranked in the top 25 in the final polls, a one-time bonus pool will be provided:

National Ranking	Bonus Pool
21 st – 25 th	\$ 85,000
16 th – 20 th	\$ 110,000
11 th – 15 th	\$ 135,000
6 th – 10 th	\$ 175,000
1 st – 5 th	\$ 200,000

The Head Coach shall have the ability to award the one-time bonus pool amount among the 9 full-time assistant coaches, the Director of Football Operations, the Head and First Assistant Strength Coaches, and the Quality Control Administrator.

(B) When the team wins at least 7 games and participates in a post-season bowl, University shall fund an additional bonus pool of \$125,000 to be distributed by the Coach among the Assistant Director of Operations, Director of Player Development, Director of Player Personnel, Director of New Media, Director of Recruiting, Football Analyst, Director of Football Video Operations, Assistant Director of Football Video Operations, Head Football Athletic Trainer and any Full time Assistant Football Trainer, Head Football Equipment Manager, any Full Time Assistant Football Equipment manager, other then-current Professional and Scientific staff working directly with football, and Secretary IV level staff dedicated to administrative support of the Coach.

All such bonus pool distributions shall be at the discretion of the Coach, subject to the approval of the Director of Athletics and consistent with all applicable University compensation policies. If in any year, the academic criteria are not met, but all other criteria are met, then this bonus pool for that year will be reduced by 25%.