NORTHERN ILLINOIS UNIVERSITY
MEN’S SOCCER HEAD COACH CONTRACT

ARTICLE I - PURPOSE

The BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY (“University” or “NIU”) and Ryan Swan (“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 four (4) years and subject to state law and University regulations and the Employee desires to serve as Head Coach of the Men’s Soccer 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 controlled 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 sports 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 and any applicable Notice of Appointment, which shall be incorporated herein by reference. For these reasons, the University has agreed to employ the Employee and the Employee has promised to be employed by the University.

ARTICLE II - TERM

Subject to the terms and conditions of this Employment Agreement, the University will employ the Employee as head coach for the intercollegiate Men’s Soccer program for the period beginning February 1, 2017 and ending January 31, 2021 (“Term”). The Term of this Agreement is not subject to automatic renewal unless specified within this Agreement, and accordingly terms and conditions related to employment as provided within this Agreement cease upon completion of the Term specified in this Agreement. Subsequent multi-year contracts will require completion of a new written agreement executed by all parties.

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 the period of four (4) years or optionally extended periods, or extensions, 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. 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 Men’s Soccer 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 VII, below. Furthermore, the University agrees that in such an event, it shall not offer the position of Men’s Soccer Head Coach to any individual at a salary that exceeds the determined salary level.

The parties further acknowledge that Board of Trustees regulations require a Notice of Appointment 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 Men’s Soccer 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 III - DUTIES AND RESPONSIBILITIES

A. General Duties.
The Employee is hereby employed by the University as Men’s Soccer Head Coach. Throughout the term of this Employment Agreement, the Employee shall use his/her best full-time energies and abilities for the exclusive benefit of the University.

In the position as Men’s Soccer Head Coach, Employee will be responsible for relevant budget, 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 (and/or subsequent conference to which the University Men’s Soccer team belongs).

During the period in which the University employs Employee, as Men’s Soccer Head Coach, Employee agrees to undertake and perform all duties and responsibilities reasonably attendant to the position of a Division I Men’s Soccer Head Coach as set forth in this Agreement. Employee further agrees 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 to which the University Men’s Soccer team belongs) 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/her diligent efforts full time to the performance of duties for the University, to give proper time and attention to furthering his/her responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University. The Employee recognizes that statements about the University and its administrators are often publicized and agrees to use his/her best efforts to keep, positive and constructive in tone and substance any public comments he/she makes about University policies or actions taken by senior administrators. The Employee also agrees that notwithstanding the provisions of Article V of this Agreement, during the term of this Employment Agreement, he/she will not engage, directly or indirectly, in any business which would detract from or conflict with his/her ability to apply his/her best efforts to the performance of his/her 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 Employee 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") and Title IX of the Education Amendments of 1972 ("Title IX"). 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 Men’s Soccer Head Coach shall perform duties consistent with that title including the requirement of reporting certain crimes. Failure to abide by such legally required reporting obligations may result in disciplinary action up to and including suspension without pay or termination of employment.

B. Specific Responsibilities.
The specific responsibilities of the Men's Soccer Head Coach include but are not limited to the following:

1. Supervise assistant coaches, including compliance by such coaches with MAC (or subsequent conference to which the University Men's Soccer team belongs), NCAA, University, State and federal laws, rules and regulations;

2. Participate in the instruction and coaching of student-athletes;

3. Determine recruiting schedules for all Men's Soccer prospective student-athletes;

4. Schedule and scout upcoming opponents;

5. Recruit and interview prospective student-athletes, their parents/guardians and coaches;

6. In collaboration with University Athletics administrative officials, contact and be responsive to media, alumni and civic groups and appear on regularly scheduled broadcasts in conjunction with the current multi-media rights 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, in accordance with the policies and procedures of the University's Student-Athlete Academic Support Services unit;

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

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

12. Schedule contests to comply with departmental and conference scheduling regulations; and

13. Other duties as assigned by the Associate Vice President/Director of Intercollegiate Athletics or designee that are customary for the role of a Men's Soccer Head Coach.

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 Men’s Soccer Head Coach, Employee will be responsible for the evaluation of all assistant coaches and applicable direct support staff in the program.

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. Employee shall comply with the requirements of the State Officials and Employees Ethics Act (5 ILCS 430/).

E. Outside Activities.
With respect to Employee’s outside activities whether for additional compensation or not, and in accordance with applicable Board of Trustees Regulations, material activities external to the Coach’s primary responsibilities shall not materially interfere with Employee’s full and complete performance of duties as Men’s Soccer Head Coach or other duties reasonably assigned to Employee as a Division I Men’s Soccer Head Coach by the Associate Vice President/Director of Intercollegiate Athletics or present a conflict of commitment. 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 federal or State law or regulation, NCAA legislation or the constitution, bylaws, rules and regulations (or interpretations thereof) of the NCAA, as now exist or as they may be amended, or University policies and procedures. All such amendments automatically apply without written notifications and are incorporated herein and made a part of this Agreement.

ARTICLE IV - COMPENSATION

A. Annual Salary.
Effective February 1, 2017, the Annual Salary for duties performed by Employee under this Agreement shall be $80,004.00 payable in $6,667.00 monthly installments (bi-monthly at $3,333.50). 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 Men’s Soccer Coach. 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, available funding, the Department of Intercollegiate Athletics’ priorities and the approval of the University’s President (but never at an amount lower than noted in this Article).
B. Performance Incentive.
When the coaching efforts of Employee result in the Men’s Soccer team being recognized in any of the following ways, Employee will be paid a Performance Incentive in the amount indicated below. Please note: unless otherwise noted, earned performance incentives included within each “Group” below are not cumulative within each Group (the Employee is awarded based on the highest level achieved within each Group, if applicable) and do not affect Base Salary. Retirement contributions will only be made on incentive compensation based on performance and in accordance with State of Illinois law and University regulations.

(Group 1) Graduation Success Rate (“GSR”). For each full academic year the Employee is Head Coach and the University Men’s Soccer team achieves a GSR as defined by the NCAA and as outlined below, Employee will receive the corresponding additional compensation no later than June 30 of the current academic year less all mandatory payroll deductions. This performance incentive is not cumulative. Without prejudice to the foregoing, Employee must be employed by the University as Men’s Soccer Head Coach on the date the GSR score is released to the public by the NCAA to be eligible for this Group 1 Performance Incentive.

- A GSR greater than or equal to 70% $250
- A GSR greater than or equal to 75% $500
- A GSR greater than or equal to 80% $750

(Group 2) Academic Progress Rate (“APR”). For each full academic year the Employee is Head Coach and the University Men’s Soccer team achieves a multi-year APR as defined by the NCAA and as outlined below, Employee will receive the corresponding additional compensation no later than June 30 of the current academic year less all mandatory payroll deductions. This performance incentive is not cumulative. Without prejudice to the foregoing, Employee must be employed by the University as Men’s Soccer Head Coach on the date the APR score is released to the public by the NCAA to be eligible for this Group 2 Performance Incentive.

- An APR greater than or equal to 960 $250
- An APR greater than or equal to 970 $500
- An APR greater than or equal to 980 $750

(Group 3) Coach/Staff of the Year. If the Employee is voted MAC Coach of the Year by the Conference (or subsequent conference to which the University Men’s Soccer team belongs), Employee will receive additional compensation of Five Hundred Dollars ($500) no later than June 30 of the current academic year less all mandatory payroll deductions. If the Employee is voted as a member of the National Staff of the Year for Division I Men’s Soccer by the National Soccer Coaches Association of America (NSCAA), Employee will receive additional compensation of One Thousand Dollars ($1,000) no later than June 30 of the current academic year less all mandatory payroll deductions.
(Group 4) Mid-American Conference Regular Season Champions or Co-Champions. If the University intercollegiate Men’s Soccer team wins the MAC (or subsequent conference to which the University Men’s Soccer team belongs) Regular Season Championship or Co-Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Two Thousand Five Hundred Dollars ($2,500) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions. Additionally, if the University intercollegiate Men’s Soccer team wins the conference Regular season championship or co-championship in any given year while Employee is Head Coach, each full-time assistant men’s soccer coach will receive additional compensation of Two Thousand Five Hundred Dollars ($2,500) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions.

(Group 5) Mid-American Conference Tournament Champions. If the University intercollegiate Men’s Soccer team wins the MAC (or subsequent conference to which the University Men’s Soccer team belongs) Tournament Championship in any given year while the Employee is Head Coach, Employee will receive additional compensation of Two Thousand Five Hundred Dollars ($2,500) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions. Additionally, if the University intercollegiate Men’s Soccer team wins the conference Tournament Championship in any given year while Employee is Head Coach, each full-time assistant men’s soccer coach will receive additional compensation of Two Thousand Five Hundred Dollars ($2,500) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions.

(Group 6) NCAA Postseason Participation. If the University intercollegiate Men’s Soccer team participates in the NCAA Regional Championship while the Employee is the Head Coach, Employee will receive additional compensation of Five Thousand Dollars ($5,000) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions. Additionally, if the University intercollegiate Men’s Soccer team participates in the NCAA Regional Championship while the Employee is the Head Coach, each full-time assistant men’s soccer coach will receive additional compensation of Two Thousand Five Hundred Dollars ($2,500) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions.

(Group 7) NCAA Postseason Participation (Seeded). If the University intercollegiate Men’s Soccer team participates in the NCAA Regional Championship as a seeded participant, while the Employee is the Head Coach, Employee will receive additional compensation of Five Thousand Dollars ($5,000) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions. Additionally, if the University intercollegiate Men’s Soccer team participates in the NCAA Regional Championship as a seeded participant while the Employee is the Head Coach, each full-time assistant men’s soccer coach will receive additional compensation of Two Thousand Five Hundred Dollars ($2,500) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions.
(Group 8) **NCAA Postseason Advancement.** If the University intercollegiate Men’s Soccer team advances in the NCAA Championship while the Employee is the Head Coach, Employee will receive additional compensation of Five Thousand Dollars ($5,000) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions. Additionally, if the University intercollegiate Men’s Soccer team advances in the NCAA Championship while the Employee is the Head Coach, each full-time assistant men’s soccer coach will receive additional compensation of Two Thousand Five Hundred Dollars ($2,500) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions.

(Group 9) **NCAA Championship.** If the University intercollegiate Men’s Soccer team wins the NCAA Championship in Men’s Soccer while the Employee is the Head Coach, Employee will receive additional compensation of Ten Thousand Dollars ($10,000) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions. Additionally, if the University intercollegiate Men’s Soccer team wins the NCAA Championship in Men’s Soccer while the Employee is the Head Coach, each full-time assistant men’s soccer coach will receive additional compensation of Five Thousand Dollars ($5,000) for each such occurrence thereof no later than June 30 of the current academic year less all mandatory payroll deductions.

C. **Additional Compensation.**
Employee may retain all income from speeches, radio and TV shows (and other media) that are not otherwise required under the current multi-media right agreement with NIU, and 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 Benefits.**
Subject to the availability of funds and receipt of annual approvals as required by each paragraph below, the following additional individual benefits are provided.

1. **Travel Expenses.** It is recognized that Employee will incur expenses for travel, entertainment, program development, etc., in conjunction with Employee’s duties as Men’s Soccer Head Coach. 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).

2. **Tickets.** Subject to the University’s annual approval, Employee will be issued four (4) tickets for discretionary use by guests of Employee’s choice to all home football games to aid university business promotional efforts of the Department of Intercollegiate Athletics and other institutional interests. These tickets are to be provided on a gratuitous basis to all and are not to be sold or transferred for any remuneration. Season tickets that are issued to the Employee and are used for non-business purposes will be subject to inclusion as an employee fringe benefit and are taxable to the Employee.
E. Camps and Clinics.
Subject to applicable University policies and procedures, Employee is responsible for management and operation of Employee's sport's Men's Soccer camps and/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, unless approved in advance in writing by Associate Vice President/Director of Intercollegiate Athletics.

F. Athletic Products Promotion and Endorsement.
The University and/or the Employee, with the University's prior approval, 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 Men's Soccer Head Coach, and when required by such agreements, Employee will participate in 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. The University shall have no legal or financial responsibility for agreements between the Employee and third parties unless the University is a signatory of and party to those agreements.

ARTICLE V - 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 income or benefits 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 Northern Illinois University and with the prior written approval of the President of the University. 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 may make a written annual report through the Associate Vice President/Director of Intercollegiate Athletics 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 Men's Soccer 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,
unless approved in advance in writing by the Associate Vice President/Director of Intercollegiate Athletics.

ARTICLE VI - VIOLATIONS

If Employee is found to be in violation by the University 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 VII - 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 V of this Agreement), or if Employee resigns, dies, or becomes permanently disabled to the extent that, in the judgment of the Associate Vice President/Director of Intercollegiate Athletics, Employee cannot satisfactorily perform the duties of Men’s Soccer 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 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.

(2.) Except for automatic termination of this Agreement under Article VII(A)(1) or termination for “good cause” reasons under Article VII(A)(3), if the University terminates this Agreement for reasons other than good cause pursuant to this Article VII(A)(2), the University shall pay to the Employee a sum as full and complete liquidated damages 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 50% of the entire Base Salary for each of the year(s) remaining in this Agreement within ninety (90) days of employment termination.

(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 “good cause.” For purposes of this Agreement, “good cause” shall be defined as:

a) The failure by the Employee to perform in any material respect any of the Employee’s duties or obligations under this Agreement;
b) Material insubordination;

c) Employee's conviction or plea of *nolo contendere* to a misdemeanor involving financial impropriety, moral turpitude or harassment of a University student or employee, or any conviction or plea of *nolo contendere* to a felony (this shall not include minor traffic violations);

d) Participation in an act of dishonesty, which act is materially harmful to the University;

e) Conduct of Employee that (a) violates widely held social values; and (b) is materially harmful to the University;

f) Major violation by Employee of NCAA rules or regulations, as they may be amended from time to time (final judgment, following all possible appeals) and/or 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);

g) 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);

h) Material misconduct or materially unethical conduct described in the provisions set forth in University Policy or any misconduct or ethical policy developed in the future;

i) Material, documented violations of the University policies, including the Sexual Harassment Policy or Nondiscrimination policy;

j) If Employee knows (or would have known in the exercise of reasonable diligence) of a serious rule violation of NCAA, MAC (or any athletic conference with which the University is affiliated) or University rules by a head coach, assistant coach, staff member, athlete, or other representative of the University's athletic interests, and Employee fails to promptly report it to Associate Vice President/Director of Intercollegiate Athletics.

k) Failure to abide by required reporting obligations as described in Article III(A) of this Agreement;

l) Or as otherwise defined by law.
B. Terminating Procedures.
Any termination for good 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 Men’s Soccer 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 Men’s Soccer 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 or senior administrator 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, 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 the end of the term of this Agreement, or extensions thereof, 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 ninety (90) days of of Employee’s resignation effective date to the employer University a sum equal to the applicable amount specified below in (3). This payment will 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 Men’s Soccer Head Coach at Northern Illinois University to become a Men’s Soccer Head Coach or a senior administrator at another institution (College or University) or a Men’s Soccer Head Coach (Manager), 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 January 31, 2018: $160,000
- If Employee accepts another position prior to January 31, 2019: $80,000
• If Employee accepts another position prior to January 31, 2020: $40,000
• If Employee accepts another position prior to January 31, 2021: $0

Once paid, such payment shall constitute University’s sole compensation and remedy. 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 termination as defined in Article VII of this Agreement, in the event of a termination by the University, with or without 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 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 VIII - STANDARD OF CONDUCT
The employment and performance of Employee is subject to the policies, rules and Regulations of the Board of Trustees of Northern Illinois University, the institutional rules of the University, the Constitution and Bylaws of the National Collegiate Athletic Association, and the Constitution and Rules of any intercollegiate athletic conference of which the University is a member. Violations of such constitutions, bylaws, policies, rules, or regulations by Employee shall be sufficient cause for such disciplinary action as may be appropriate under the applicable constitution, bylaws, policies, rules, or regulations.
ARTICLE IX - MISCELLANEOUS

A. 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.

B. Entire Agreement: Amendments.
This Employment Agreement, together with the annual Notice of Appointment, constitutes the full and complete understanding of the parties with respect to Employee’s employment as Men’s Soccer Head Coach and supersedes all prior understandings, either written or oral, between the parties. To the extent there is a conflict between the terms in the Notice of Appointment and this Agreement, the terms in the Agreement shall govern. 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.

C. 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.

D. 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.

E. University to Retain All Materials and Records.
All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, 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.

F. 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.

G. 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: Men’s Soccer Office
Convocation Center
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

**ARTICLE X - GOVERNING LAW**

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Illinois.
ARTICLE XI - 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 Men’s Soccer Head Coach. Please indicate Employee’s agreement with these terms and conditions by signing and dating two copies of this Employment Agreement and returning them.

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

By:
Christopher K. McCord
Acting Executive Vice President & Provost

Date: 2/18/18

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

Date: 1/22/18

RYAN SWAN

By:
Ryan Swan

Date: 2-6-2018