



August 22, 2019

John Carlson

RE: Memorandum of Understanding  
Head Men's Golf Coach - Northern Illinois University

John,

It is with great pleasure that we offer you the position of Head Men's Golf Coach for Northern Illinois University, effective **August 12, 2019**. This Memorandum of Understanding, which presents the material terms of our offer, will be incorporated into a formal employment contract with Northern Illinois University for execution at the earliest possible date. Such formal employment contract may be subject to the approval of the Board of Trustees for Northern Illinois University. Your acceptance of this offer will constitute a binding agreement between you and the University. The employment contract will be for a term of two (2) years.

You will be employed by the University to undertake and perform all duties and responsibilities reasonably attendant to the position of a Division I Head Men's Golf Coach.

NCAA Stipulation: Stipulation That NCAA Enforcement Provisions Apply (NCAA Bylaw 11.2.1). Contractual agreements or appointments between a president or chancellor, director of athletics or any contracted or appointed athletics department staff member and an institution shall include the stipulation that the individual has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3); and an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment. At Northern Illinois University, this finding may be made initially, contingently, or finally by the Associate Vice President/Director of Athletics in consultation with the University President, or deferred to the outcome of proceedings under NCAA enforcement mechanisms, at the sole discretion and judgment of the University President. Additionally, refusal to cooperate or furnish complete and accurate information relevant to an investigation of a possible violation could result in a finding of unethical conduct could result in disciplinary action, up to and including suspension without pay or termination of employment (NCAA Bylaw 10.1).

As a staff member within the Department of Athletics you are responsible for knowledge of and compliance with National Collegiate Athletics Association (NCAA) regulations, both those general in nature and those which apply directly to your position's responsibilities. Strict adherence to all applicable governing policies, procedures and regulations of the NCAA is required and is a condition of your employment.

Institutional staff members found in violation of NCAA regulations shall be subject to disciplinary or

corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment. , whether such violations occurred at the certifying institution or during the individual's previous employment at another member institution. (NCAA Bylaw 11.1.1) Full cooperation by institutional staff members include, but is not limited to, (i) affirmatively reporting instances of noncompliance to the NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof; (ii) timely participation in interviews and providing complete and truthful responses; (iii) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; (iv) disclosing and providing access to all electronic devices used in any way for business purposes; (v) providing access to all social media, messaging and other applications that are or may be relevant to the investigation, to the extent permitted by Illinois law (820 ILCS 55/); and (vi) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

If this Memorandum of Understanding is for a head coach position, as a head coach at Northern Illinois University, you are responsible for the actions of all institutional staff members who report, directly or indirectly to you. Furthermore, you are expected to promote an atmosphere of compliance within your program and monitor the activities of all institutional staff members involved with your program who report, directly or indirectly to you. (NCAA Bylaw 11.1.1.1).

Annual Base Salary:

Compensation as Head Men's Golf Coach will be an annual base salary of \$80,000.

Performance Incentives:

Incentive compensation for head coach and corresponding assistant coach compensation for achieving athletic performance goals as follows (cumulative, as applicable):

- Mid-American Conference Tournament Championship
  - Team Championship = \$2,500
  - Individual Championship = \$1,000
- Conference Coach of the Year = \$1,000
- Men's Golf Coaches Association (MGCA) National Coach of the Year = \$2,000
- NCAA Post-Season Participation
  - NCAA Regional Qualifying Team = \$2,500
  - NCAA Individual Regional Qualifier = \$1,000
  - NCAA Championship Qualifying Team = \$2,500
  - NCAA Individual Champion = \$5,000
  - NCAA Team Championship = \$10,000

Incentive compensation for achieving academic performance goals as follows:

- Graduation Success Rate ("GSR") (not cumulative)
  - Greater than or equal to 70% = \$250
  - Greater than or equal to 75% = \$500
  - Greater than or equal to 80% = \$750
- Academic Progress Rate ("APR") (not cumulative), defined as multi-year rate
  - Greater than or equal to 960 = \$250
  - Greater than or equal to 970 = \$500
  - Greater than or equal to 980 = \$750

You must be employed by the University as Head Men's Golf Coach on the date the GSR score and APR score are released to the public by the NCAA to be eligible for the above compensation.

Additional Employee Benefits:

- Full standard benefits, in accordance with applicable University policy, state, and federal law, on the same terms provided by the University to professional employees within the Department of Intercollegiate Athletics at Northern Illinois University, with contributions and benefits amounts based upon the base salary where relevant
- Reimbursement for your household moving expenses in accordance with applicable University policy, state and federal law
- Subject to available external funding and approval, the University will facilitate the provision of a country club membership at a country club located in the general are of DeKalb, Illinois. This benefit shall be taxable to you in accordance with applicable tax law, and you are responsible for reporting and payment of any taxes which may be due or assessed as a result of your use of any membership and will cooperate in providing reports of usage, if required, to the University Payroll Office, or designated reporting office.

Among other terms, your employment contract will include the following:

- You shall be prohibited from receiving benefits or compensation other than as described above from any other source, without prior written agreement from the Director of Athletics
- If you terminate the contract, or if the contract is terminated for good cause, the University shall not be liable for any payments or benefits after the date of termination.
- If you are found by the University, NCAA or any other appropriate entity to have committed a major violation, 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, or if the men's golf program is found by the University, NCAA or any other appropriate entity to have committed a major violation, material violation or repeated violations of NCAA rules and regulations while you are employed by the University, you will be subject to disciplinary or corrective action as set forth by the University or any applicable NCAA enforcement procedures, including but not limited to termination of employment for good cause.
- A provision regarding University's ability to terminate for good cause.
- A provision requiring University to pay, if it terminates without good cause, 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 base salary for each of the year(s) remaining in the contract term, all in accordance with the Government Severance Pay



Act (5 ILCS 415/).

- A provision that you will agree not to seek or apply for other positions without prior notice to University. If you accept another position to become a Men's or Women's Golf Head Coach, associate or assistant coach or a senior administrator at another institution (College or University) or a Men's or Women's Golf Head Coach, associate or assistant coach with a professional league or team, you (or hiring agency) are responsible to pay to Northern Illinois University a buyout. The buyout provisions will be consistent with the following information:
  - If you accept another position between August 12, 2019 and June 30, 2020: \$60,000
  - If you accept another position between July 1, 2020 and June 30, 2021: \$40,000
- Once paid, such payment shall constitute University's sole compensation and remedy. You will ultimately be responsible for any and all personal tax obligations resulting from this buyout.
- As an employee of the University, you will be subject to the all applicable rules, regulations, policies and procedures of Northern Illinois University. This MOU shall be governed by the laws of the state of Illinois.

While these terms are contingent upon our executing an employment contract, I trust that every reasonable effort will be made to mutually conclude that process within 90 days of your start date. However, this Memorandum of Understanding will serve as the contract if a formal contract is not signed within 90 calendar days.

It is with great anticipation and enthusiasm that I offer you the position of Head Men's Golf Coach at Northern Illinois University. Assuming that you are amenable, please indicate your acceptance by signing below. I have every confidence that you will lead our women's tennis program with integrity and pride and I look forward to welcoming you as a member of the Huskie family.

Sincerely,

  
Sean T. Frazier  
Associate Vice President/Director of Athletics  
Northern Illinois University  


Beth Ingram  
Executive Vice President & Provost  
Northern Illinois University

Accepted:   
John Carlson

Date: 11-22-19