

THE UNIVERSITY OF CENTRAL ARKANSAS

EMPLOYMENT AGREEMENT

HEAD FOOTBALL COACH

This Employment Agreement ("Agreement") made and entered into by and between the University of Central Arkansas ("University") and Clint Conque ("Coach").

Notwithstanding the date of the execution and delivery of this Employment Agreement by the parties, the term of Coach's employment shall be for the term set forth in section 1 hereof.

Recitals

WHEREAS, the parties have previously entered into various employment agreements; and

WHEREAS, the parties have reached a new agreement for Coach's employment by the University as its Head Football Coach, so that from and after the effective date set forth herein, Coach's employment with the University will be determined under the terms of this Employment Agreement.

Agreement of the Parties

NOW, THEREFORE, for and in consideration of the matters set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, and intending to be legally bound hereby, the University and Coach agree as follows:

1. Employment Period: The University hereby employs Coach as Head Football Coach at the University for the period commencing January 1, 2010, and ending on December 31, 2014, subject to the provisions contained herein and on the terms and conditions set forth herein.

Coach hereby accepts employment in this position and agrees to faithfully and diligently perform the duties of this position, and other duties as are assigned by the University pursuant to this Agreement for such period and subject to the terms, provisions and conditions set forth herein.

The parties further agree that not later than thirty (30) days after the last football game of each year , they will meet and discuss the remaining term of this Agreement. University, through its Athletic Director, will then decide whether or not to add an additional year to this Agreement. An additional year may be added only if the Athletic Director of the University notifies the Coach, in writing, of such additional year.

2. Duties and Authority: As Head Football Coach, Coach will carry out the responsibilities inherent in the position of Head Football Coach, and in that position, he will direct the intercollegiate football program of the University in keeping with the tradition and policies established by the University, and the rules and regulations of the National Collegiate Athletic Association (“NCAA”) and the Southland Conference (“CONFERENCE”). Coach shall have the duty and responsibility for the planning, supervision, and coordination of all aspects of the intercollegiate football program at the University, including but not limited to:

(a) Making a good faith effort, working in cooperation with and in support of the University’s faculty and administrative officials, to assist student-athletes to meet academic requirements, including but not limited to, achieving goals for successful grade point averages, as well as the retention and graduation of student-athletes by the University;

(b) Teaching the mechanics and techniques of football to student-athletes; coaching student-athletes, analyzing their performance, and providing instruction for areas of deficiency;

(c) Developing the football team for competition and overseeing the daily practice of student-athletes;

(d) Promoting the University, the Athletic Department and the football program;

(e) Planning, supervising, and coordinating the recruitment and training of student-athletes for the football program;

(f) Maintaining responsibility for administrative duties pertaining to the football program;

(g) Assigning duties and supervising the performance of all personnel assigned to the football program; ensuring that all personnel assigned to the football program have a complete knowledge of the rules and regulations governing intercollegiate athletic competition, including the rules and regulations of the NCAA and

the Conference, and maintaining compliance therewith by the football program, providing annual evaluations of all personnel assigned to the football staff;

(h) Maintaining responsibility for the fiscal and budgetary functions associated with the football program;

(i) Conducting himself and the football program in accordance with the rules and regulations of the NCAA and the Conference;

(j) Abiding by all applicable policies of the Board of Trustees and the University; and;

(k) Performing other duties as Head Football Coach that are reasonably related to the improvement of the football program, as may be assigned by the President of the University ("President") or his designee;

3. Salary: In consideration of the performance of the duties as Head Football Coach shall receive an annualized salary of One Hundred Twenty-Nine Thousand Six Hundred One Dollars (\$129,601) payable in twelve (12) equal monthly installments on the last working day of each calendar month.

Coach's salary may be increased from time to time in accordance with the provisions of Arkansas law and University policy, all as approved by the Director of Athletics and the President of the University. In accordance with Ark. Code Ann. 6-62-103, if Coach's salary exceeds the amount authorized by state law, the University is authorized to make payments to Coach from private contributions or from the proceeds from private contributions designated for such purposes.

4. Incentives: In accordance with Ark. Code Ann. 6-62-103, if any one or more of the following described events occurs in a given contract year, the University is authorized to make additional payments to Coach from private contributions or from the proceeds from private contributions designated for such purposes:

- (a) \$2,500 – Conference Regular Season Champions (\$1,875 if Co-Champions)
- (b) \$2,500 – NCAA Playoffs
- (c) \$3,000 – NCAA Playoffs (per victory)
- (d) \$10,000 – National Championship

- (e) \$3,000 – Multi-Year APR (50th percentile)
- (f) \$2,000 – Team grade point average of 2.70 for two consecutive semesters
- (g) \$250 – for each student/athlete to graduate
- (h) \$1,000 – Regional Coach of the Year
- (i) \$2,500 – National Coach of the Year

The parties agree that if Coach earns any of the incentives set forth herein, that that University shall have sixty (60) days after the last University football game each year to pay such amounts to Coach, and such payment shall be made to Coach by separate check, with applicable federal and state taxes withheld on such payment. Such amount shall be considered to be “bonus” and not compensation for fringe benefit purposes.

If none of the events described above occurs in a given contract year, no incentive amounts will be paid to Coach.

5. Automobile: In the event the University of Central Arkansas Foundation, Inc. fails to provide an automobile for Coach, the University will provide an automobile allowance of \$ 500_____ to Coach from private contributions or from the proceeds from private contributions designated for such purposed.

6. Coach’s Television and Radio Show: University agrees to work in cooperation with the University of Central Arkansas Foundation, Inc. so that an appropriate television and radio show is produced for Coach during any season for which he is the head football coach. The scheduling of the show and its conduct will be determined by the University. Coach shall receive Thirty Thousand Three Hundred Ninety-Nine Dollars (\$30,399.00) per year for such show. University’s obligation shall be paid in a lump sum not later than the 1st day of December. This sum shall not be considered salary for Coach, but federal and state payroll taxes will be withheld on the payment. The parties agree that in the event of the early termination of this Agreement by either party, the University’s obligation for the \$30,399.00 payment shall cease. Provided, however, that Coach shall be paid such amount for any year in which Coach shall have completed the season prior to such early termination.

7. Benefits: Coach shall receive all employee-related benefits that are normally available to other benefits-eligible University employees. Coach acknowledges that fringe benefits provided by the University are subject to change from time-to-time by the

Arkansas General Assembly, the Board of Trustees, and the University.

8. Summer Football Camp: In accordance with Ark. Code Ann. 6-62-401 (1996) and Policy No. 803 of the Board of Trustees of the University of Central Arkansas, the University hereby grants Coach permission to conduct a summer football camp(s) for private, supplemental compensation, on and in facilities of the University. The provisions of such statute and board policy are incorporated herein by reference as if set out word for word, and shall be a part of this Agreement. Coach shall submit a written proposal through the Athletic Director and the President, to the Board of Trustees each year setting forth the proposal for the summer camp in sufficient detail to enable the Board of Trustees to make the express findings of fact required by Ark. Code Ann. 6-62-401 (1996).

Coach shall control the operation of the summer football camp(s) and shall be exclusively responsible for the payment of all camp expenses. Expenses of the summer football camp(s) include, but are not limited to, housing and food service charges, and equipment and supply charges, and must be paid in-full by Coach. The revenues covered by this section include all fees received in connection with the operation of the summer football camp(s).

9. Outside Income and Disclosure: Coach shall annually receive prior written approval from the President for all athletically related income and benefits derived from sources outside of the University as long as such activities can be performed within the limits permitted by the NCAA, the Conference, and relevant state and federal laws, and related income and benefits through the Athletic Director and the President to the Board of Trustees, such request should include the amount and source of the income. In accordance with NCAA Rule 11.2.2.1, and such other rules and policies adopted by the NCAA or the University, Coach shall annually report no later than January 31st of each contract year, any outside employment for compensation, including all athletically-related income and benefits from sources outside the University, and the time spent on all outside employment through the Athletic Director to the President. The report shall include a detailed accounting of all income received by Coach for participation in any athletically-related activities. Coach shall ensure that any outside activities never interfere with the full and complete performance of his duties and obligations as an employee of the university.

Coach shall effectively communicate to outside employers that the outside employment is his own responsibility and that in it he does not act as an agent or representative of the University. University facilities, property, or team images shall not be used in such outside employment except with permission of the Athletic Director, and payment of appropriate fees as may be required. Under no circumstances shall the University guarantee any such outside employment

All outside employment shall be independent of Coach's employment with the University, and the University shall have no responsibility or liability for claims arising therefrom. Under no circumstances shall the University guarantee any outside employment or the income from such outside employment. In the event the University dismisses Coach or terminates this Employment Agreement, regardless of the reason or timing of such action, Coach shall have no claim or cause of action against the University or its officials for loss of any contract or income he may have otherwise received from outside employment.

10. Responsibility for Taxes: Coach assumes full responsibility for all state, federal, and local income or social security taxes arising out of Coach's receipt of any outside income or benefits.

11. Dismissal for Cause: Coach acknowledges that this Employment Agreement may be terminated by the University for "cause." Cause includes, but is not limited to:

(a) Knowing participation or involvement in any "deliberate and serious" violation of the constitution, bylaws, regulations, rules, policy of the NCAA or the Conference, including any violation of the NCAA's constitutions, bylaws, regulations, rules or policies which may have occurred during Coach's prior employment;

(b) Authorizing or failing to report a major "deliberate and serious" violation by any person, including but not limited to, personnel assigned to the football program, of the constitutions, bylaws, regulations, rules or policies of the NCAA or the SLC, within a reasonable period of time of his learning of such violation;

(c) A material violation of any state or federal law, policy of the Board of Trustees, the University, the NCAA or the Conference constitutions, bylaws, regulations, rules or policies;

(d) Failure to administer, operate, maintain and control, to the fullest extent reasonably possible, all aspects of the university's football program including but not limited to, actions of independent agencies, organizations or representatives of athletic interests, in a manner consistent with any law, regulation, rule, bylaw, policy of the Board of Trustees, the University, the NCAA, or the Conference;

(e) Conviction of a criminal act that constitutes a felony, a misdemeanor involving moral turpitude, or that otherwise reflects adversely on Coach's fitness to serve as Head Football Coach;

(f) Demonstrated dishonesty;

(g) Substantial neglect of properly assigned duties;

(h) Prolonged absence from duty without the consent of the Athletic Director or designee;

(i) Personal misconduct that is clearly contrary to the character and responsibilities of a person occupying the position of Head Football Coach which results in a substantial impairment of Coach's fulfillment of assigned duties and responsibilities;

(j) Substantial physical or mental incapacity to perform assigned duties.

In the event of dismissal for cause, all obligations of the University under this Employment Agreement shall cease on the effective date of the termination. Prior to termination for cause, the University shall provide timely notice of the charges asserted against Coach and a reasonable opportunity to be heard.

12. Other Disciplinary Action: The University may take other disciplinary or corrective action short of dismissal for cause in the event of the occurrence of any event which could be grounds for dismissal for cause, for failing to report a secondary violation by any personnel assigned to the football program of the NCAA or the Conference constitutions, bylaws, regulations, rules or policies or interpretations thereof by the NCAA or the Conference, within a reasonable amount of time of his learning of such violations; or if it is determined that Coach has failed to properly supervise or instruct any personnel assigned to the football program who has violated the constitutions, bylaws, regulations, rules or policies of the NCAA or the Conference, or engaged in conduct that is clearly contrary to the character and responsibilities of his/her position. Other disciplinary or corrective action may include, but not be limited to, suspension for a period of time without pay, reduction of salary, other disciplinary or corrective action.

13. Termination at Convenience of the University: By providing thirty (30) days written notice to Coach, the University shall have the right to terminate this Employment Agreement at any time. In such event, Coach will be released from any other employment obligations with the University.

In the event the University terminates this Employment Agreement under provisions of this section, the University shall be responsible for the payment to Coach of \$7,318.81 per month for each calendar month remaining for the term of this Employment Agreement. However, the University shall not be responsible for paying any other sum to Coach whether such sum represents any income or benefit, including but not limited to, the private sources, coach's show, and any fringe benefits or any other employee benefits of an employee of the University. For any partial month,

payments shall be prorated. Such sums may, at the sole discretion of the University, be paid monthly, quarterly, semi-annually, annually or in a lump sum.

In consideration of the payment of the amounts set forth in this section by the University, Coach will, and does hereby, forever release and discharge the University, its officers, trustees and employees from and against any liability of any nature whatsoever related to or arising out of this Employment Agreement.

Any sums to be paid by the University to Coach under this provision shall be reduced dollar for dollar by any and all compensation, income or payment (regardless of the source) received by Coach from any person or entity (whether public or private) from and after the date of the termination of this Agreement. This provision shall remain in force for the period from the date of termination until the normal expiration date of this Agreement, and provided further, that if Coach signs a contract or is a party to any agreement he shall provide a true and correct copy of the document to the University's Director of Athletics. Any sums in an agreement entered into subsequent to the termination which constitutes deferred payments, backloading of compensation, or other type of delayed payment shall be taken into account in determining the amount to be paid by University hereunder.

14. Termination at Convenience of Coach: By providing thirty (30) days written notice to the University at anytime after the conclusion of a football season, Coach shall have the right to terminate this Employment Agreement prior to its intended expiration date, subject however, to the covenant not to compete set forth in section 15, and the payback provision set forth below (if applicable).

In the event Coach terminates this Employment Agreement, Coach shall not receive, and hereby specifically waives his right to receive any salary, income or other benefits due him had Coach fully and completely fulfilled the terms of the Employment Agreement.

15. Covenant Not To Compete: If Coach terminates this Employment Agreement, Coach agrees not to obtain employment with another participant of the CONFERENCE for a period of one (1) year from the termination of this Employment Agreement. The parties agree that money damages alone would be inadequate to remedy a breach of this provision, so the University shall have the right to obtain such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from violating this section. This section may be waived at the sole discretion of the President.

16. NCAA and CONFERENCE Regulations: Both Coach and the University

expressly understand and agree that this Employment Agreement is subject to the rules, regulations and procedures promulgated and adopted by the NCAA and CONFERENCE. Such regulations and procedures, to the extent applicable, are incorporated herein by reference and to the extent inconsistent herewith shall prevail over the terms of this Employment Agreement, except that provisions referencing the policies of the Board of Trustees and the University shall prevail over less strict NCAA requirements. Modifications, changes, additions or deletions to such rules and regulations shall automatically apply to this Employment Agreement without the necessity of a written modification.

17. Applicable Law: This Employment Agreement is governed by and shall be construed and enforced under the laws of the State of Arkansas.

18. University Records: All materials or information including, but not limited to, personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Coach by the University, or developed by Coach on behalf of the University and at the University's direction or for the University's use, or otherwise in connection with Coach's employment, are and shall remain the property of this University. In the event of termination of this Employment Agreement as provided herein, Coach shall immediately cause any such materials to be delivered to the University.

19. Availability of Funds: Compensation for each year of this Employment Agreement is expressly made contingent upon the availability of funds. The University reserves the right to increase or decrease the above-noted salary at any time during the life of this Employment Agreement upon approval of the Board of Trustees. Any decrease shall be made only when it is necessary to keep expenditures of the University within legislative appropriations or due to other financial exigencies arising during the period covered by this Employment Agreement.

20. Death of Coach: This Agreement shall terminate automatically in the event of Coach's death prior to the end of the term set forth in section 1, and in such event the University shall have no further liability for any form of compensation under this Employment Agreement.

21. Modification: No waiver, discharge, or modification of a provision of this Employment Agreement is valid unless it is evidenced by a writing signed by or on behalf of the party against whom the waiver, discharge, or modification is sought to be enforced. The failure of either party to require performance by the other party of any provision of this Employment Agreement shall not be deemed to subsequently affect the party's rights to enforce a provision hereof. A waiver or a breach of any provision of this Employment Agreement is not a waiver of any other breach of the provision or waiver of

this provision.

22. Severability: Each provision of this Employment Agreement is intended to be severable. If any provision is held to be invalid, void, or unenforceable by a court or commission of competent jurisdiction for any reason whatsoever, such ruling will not affect the validity of the remainder of this Employment Agreement.

23. Binding Effect: This Employment Agreement binds and is for the benefit of the University and its successors, assigns, and legal representatives and of Coach and his heirs, assigns, and personal representatives.

24. Authority: Each party warrants and represents that they have the full right, power, and authority to enter this Employment Agreement and make the promises contained herein.

25. Notices: For purposes of this Agreement, any notices shall be sent by either personal delivery, or by certified mail, return receipt requested, and to the following addresses:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(a) To the University:

Dr. Allen C. Meadors
President
University of Central Arkansas
201 Donaghey Avenue
Conway, AR 72035

with a copy to:

Dr. Brad Teague
Director of Athletics
University of Central Arkansas
Conway, AR 72035

(b) To Coach:

Mr. Clint Conque
1105 Applewood Drive
Conway, AR 72034

26. Termination and Cancellation of Prior Agreements. Effective as of the date of this Agreement, the University and Coach agree that all prior employment agreements entered into between the parties shall be, and the same are hereby, cancelled and shall no longer be of any force or effect. Effective as of the date of this Agreement, Coach, for himself and all others claiming by, through or under him, hereby forever waives, releases and relinquishes any and all rights, claims, demands or causes of action against the University, the Board of Trustees, and any other employee or representative of the University, under, pursuant or through any prior employment agreement, and forever waives and relinquishes any and all rights, claims, demands or causes of action arising under, through or pursuant to any state, federal or local law, rule or regulation.

27. Entire Agreement: This Agreement contains and comprises the entire understanding and agreement of the parties, and supersedes any and all documents, agreements, letters, or provisions executed at anytime prior to the date hereof relating to the employment of Coach by the University, as well as any published or unpublished employment policies or handbooks, procedures or programs. From and after the date of this Agreement, Coach's employment with the University shall be governed by the provisions of this Agreement and nothing else, and there are no additional promises, representations, terms or provisions between the parties except those set forth herein. This Agreement supersedes any and all prior understandings or agreements between the parties, and there are no additional promises, representations, terms, or provisions.

28. Headings: The section headings contained in this Employment Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Employment Agreement.

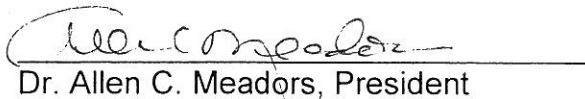
IN WITNESS WHEREOF, the University of Central Arkansas and Clint Conque have executed this Employment Agreement for the term set forth in section 1 hereof..

CLINT CONQUE



Clint Conque

**UNIVERSITY OF CENTRAL
ARKANSAS**



Dr. Allen C. Meadors, President

ACKNOWLEDGMENT BY UCA FOUNDATION, INC.

I, Shelley Mehl, President of the UCA Foundation, Inc., an Arkansas non-profit corporation, hereby acknowledge that I have read the foregoing Employment Agreement and understand there are provisions set forth therein concerning payments to Coach from private sources.

Shelley Mehl, President
UCA Foundation, Inc.

Date: _____, 2010.

ACKNOWLEDGMENT

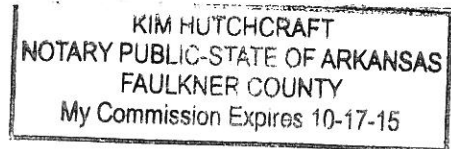
STATE OF ARKANSAS
COUNTY OF FAULKNER

On this 17 day of May, 2010, before me, the undersigned Notary Public, personally appeared Wint Conque, an individual, and executed the foregoing Employment Agreement for the reasons and consideration set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kim Hutchcraft
Notary Public

My Commission Expires:
10-17-15



ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF FAULKNER

On this 20 day of May, 2010, before me, the undersigned Notary Public, personally appeared Dr. Allen C. Meadors, the President of the University of Central Arkansas, and in such capacity executed the foregoing Employment Agreement on behalf of the University of Central Arkansas by signing his name thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kim Hutchcraft
Notary Public

My Commission Expires:
10-17-15

