

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made by and between the BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ("the University" or "the Board"), acting for the University of Arkansas, Fayetteville's Athletics Department ("UAF"), and ROBERT P. PETRINO ("Coach").

WITNESSETH:

WHEREAS, the University and Coach entered into an Employment Agreement for a period beginning on December 11, 2007, and ending on December 31, 2014 ("the 2007 Employment Agreement"); and

WHEREAS, during his initial three years of service to the University, Coach has exhibited a high level of commitment and dedication to making the Razorback football program competitive and successful in the Southeastern Conference and nationally, including leading the Razorback football program to its first appearance in a Bowl Championship Series game in the Allstate Sugar Bowl on January 4, 2011; and

WHEREAS, the University and Coach are mutually committed to the goals of continued success for the Razorback football program and exemplary academic and athletic achievement for football student-athletes; and

WHEREAS, the University and Coach mutually desire to enter into this new Employment Agreement to memorialize their long-term commitment and to ensure the long-term success of the Razorback football program; and

WHEREAS, the Athletic Department of the University is pleased to be only one of a handful of departments nationally that is self-supporting and does not rely upon appropriated tax dollars or

student fees to operate, and the University will meet its obligations under this Agreement with the Athletic Department's self-generated revenues and private funds donated in support of the Athletic Department; and

WHEREAS, the University wishes to employ Coach for the period set out below on the terms and conditions hereinafter contained; and

WHEREAS, Coach wishes to accept such employment for such period on the terms and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties covenant and agree as follows:

1. Employment Period. The University hereby employs Coach as Head Football Coach at UAF for the period beginning on January 1, 2011, and ending on December 31, 2017 (the "Term"), subject to the provisions contained herein and on the terms and conditions set forth herein. In the event this Agreement is extended, the period of the extension shall be included within the meaning of the word "Term" for purposes of this Agreement. Coach hereby accepts such employment for such period subject to the provisions contained herein and on the terms and conditions set forth herein.

2. Duties and Authority. 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 UAF in keeping with its traditions and policies established by the University, Chancellor, Vice Chancellor and Athletics Director ("Athletics Director") and the rules and regulations of the NCAA and the Southeastern Conference ("SEC"). Coach shall have the duty and responsibility for the planning, supervision and coordination of all aspects of the

intercollegiate men's football program at UAF, including, but not limited to:

- (a) Subject to the budgetary limitations of the University's Athletics Department, the policies and procedures of the Board and UAF, and the consent and prior written approval of the Athletics Director, which shall not be withheld unreasonably, Coach shall have authority to select, employ, and terminate assistant football coaches (which shall include, without limitation, offensive and defensive coordinators), football strength coaches, the Director of Football Operations, the Director of High School Relations, and graduate assistants. With regard to all other personnel, including, but not limited to, support staff, equipment managers, and trainers, Coach shall be responsible for making recommendations to the Athletics Director regarding the selection, employment and termination of all such personnel. No person shall be employed as an assistant football coach (including, without limitation, offensive and defensive coordinators), football strength coach, Director of Football Operations, Director of High School Relations, or as a graduate assistant until the Athletics Director first has obtained a favorable clearance for that person from the NCAA and the SEC. Coach shall be responsible to notify the Athletics Director of a candidate for any such position, and the Athletics Director, in turn, shall be responsible to contact the NCAA and the SEC promptly to obtain the required clearance. Coach shall not personally supplement, directly or indirectly, the salary or compensation of any assistant football coaches (including, without limitation, offensive and defensive coordinators), football strength coaches, the Director of Football Operations, the Director of High School Relations, any graduate

assistants or any other personnel assigned to work with the football program without the prior written approval of the Athletics Director. Coach shall not violate the rules of the NCAA, the SEC, the University or any applicable state ethics laws by permitting, encouraging, or condoning the solicitation or acceptance by any assistant football coaches (including, without limitation, offensive and defensive coordinators), football strength coaches, the Director of Football Operations, the Director of High School Relations, any graduate assistants, any other personnel in the Athletics Department assigned to work with the football program, or any current or prospective student-athletes of gifts of cash or of substantial value or accepting hospitality other than reasonable and permissible hospitality from any person, including, but not limited to a person who is a “representative of the institution’s athletics interest” as defined by NCAA and/or SEC legislation and as the same may be amended during the life of this Agreement.

- (b) Assignment of duties and supervision of the performance of assistant football coaches and all other personnel assigned to the men's football program.
- (c) Abiding by and complying with all present and future “Governing Athletic Rules” (as defined herein) and working cooperatively with the University’s Faculty Athletics Representative and compliance personnel on compliance matters and NCAA and SEC rules education. For purposes of this Agreement, the term “Governing Athletic Rules” shall mean and refer to any and all present and future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all

amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's athletics programs as well as any applicable laws enacted by the State of Arkansas and/or the federal government governing intercollegiate athletics. Coach covenants and agrees to personally comply with, and to exercise due care that all personnel and students subject to Coach's control or authority comply with the Governing Athletic Rules relating to recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including, but not limited to, the purchase and sale of game tickets and furnishing unauthorized transportation, housing, and meals, and with laws and Governing Athletic Rules relating to sports agents, gambling, betting, and bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids. In the event Coach has knowledge of, or has reasonable cause to believe, that violations of the Governing Athletic Rules, University policies or laws have taken place, Coach shall report same immediately to the Athletics Director and the Senior Associate Athletic Director for Compliance. The University covenants and agrees to designate an Athletics Department employee as Compliance Officer, part of whose duties will be to assist Coach in fulfilling his obligations under this subparagraph and to respond to questions concerning compliance matters. Coach covenants and agrees to cooperate with such Compliance Officer in compliance matters.

- (d) Making recommendations to the Athletics Director with respect to the

scheduling (including dates, places and times) of all UAF's football games and the selection of the opponent for each game.

- (e) Planning, supervising and coordinating the recruitment and training of student athletes for the football program.
- (f) Working in cooperation with and in support of the University's faculty and administrative officials, in meeting academic requirements by the student athletes who are members of the UAF's football team, which shall include achieving goals for graduation and other academic achievement of student athletes established by the Athletics Director annually.
- (g) Assisting, as reasonably requested by the Athletics Director, in fundraising activities for the benefit of the Razorback football program, including, but not limited to, fundraising for the planned Football Center. In the event that Coach believes that any such athletically-related duties conflict with Coach's other duties and responsibilities, Coach shall notify the Athletics Director, and the Coach and Athletics Director shall cooperate in good faith to resolve any conflicts.
- (h) Performing other athletically-related duties that the Athletics Director may assign from time to time including, but not limited to, such duties which will help maximize all sources of athletically-related income for the benefit of UAF, and cooperating with the development and adherence to annual department budgets. In the event that Coach believes that any such athletically-related duties conflict with Coach's other duties and responsibilities, Coach shall notify the Athletics Director, and the Coach and Athletics Director shall cooperate in

good faith to resolve any conflicts.

- (i) Assisting the Athletics Director in achieving the goals and objectives of the Athletics Department and UAF.
- (j) Notwithstanding any other provision of this Agreement, Coach acknowledges that Board Policy 410.1, which is incorporated herein by reference, provides that one family member should not participate in decisions to retain, promote, determine the salary, or make other personnel decisions affecting another family member. Accordingly, Coach covenants and agrees that the Athletics Director shall be responsible for all personnel decisions concerning and/or relating to any member of Coach's family who may be employed in the University's Athletic Department during the Term of this Agreement, including decisions to retain, to promote, to grant a salary increase or any other matter affecting any such individual's employment, including, without limitation, performing or having the Athletic Director's designee perform an annual evaluation; provided, however, that Coach shall have the right to make recommendations regarding all such matters to the Athletics Director subject to the condition precedent that the person's assigned duties and responsibilities are within the football program.

3. Salary and Incentive Compensation. For each year during the Term of this Agreement, Coach shall be paid a salary based upon the line-item maximum salary established by legislative appropriation acts and shall also be paid an additional amount over the line-item salary solely from private funds. By entering into this Agreement, the Board shall be deemed to have approved all payments due Coach which shall be in excess of the line-item salary, and to the extent required by law, the Board shall review and approve all payments due Coach as

required under this Agreement which shall be in excess of the line-item salary and derived solely from private funds on an annual basis.

Specifically, Coach shall be paid an annual salary from public and private funds in the total amount of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) payable in twelve (12) equal monthly installments on the last day of each calendar month (the "Annual Salary"). Coach shall also be entitled to incentive compensation, subject to provisions of applicable law or to the extent not prohibited by law, for: (a) Athletic Achievements as set forth in Exhibit A; (b) Academic Achievements as set forth in Exhibit B; and (c) the longevity incentives as set forth in Exhibit C. Exhibits A, B and C are each attached hereto and incorporated herein by reference.

4. Benefits.

(a) In addition to Paragraph 4(b) below, Coach shall be entitled to the following benefits: major medical and life insurance; long-term disability insurance; University contribution to TIAA/CREF or other approved retirement program; sick leave; tuition reduction for himself and his dependents; travel allowances; and such other benefits currently provided for non-classified, non-academic employees of the University as may be approved from time to time by the Board of Trustees of the University.

(b) The University agrees to pay, with non-taxpayer, self-generated revenues or private funds donated for such purposes, an aggregate maximum payment of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) per year to be used by Coach (at his discretion) to secure the then current net value (current value less taxes) of Coach's compensation package as Head Football Coach of the Razorback football program during the current and/or remaining Term of the Agreement, including the value of all compensation and payments derived from Coach's Annual

Salary and longevity incentive payments set forth in Exhibit C as well as the value of Coach's personal services performed for the Razorback Foundation, Inc. and/or Sport Shows, Inc. relating to Coach's TV/radio duties, speaking engagements and deferred compensation arrangements (collectively, the "Insured Compensation Package"). The University will make this payment to Coach pursuant to the procedure outlined in Exhibit D which is attached hereto and incorporated herein by reference.

For purposes of clarity, the parties covenant and agree that the Insured Compensation Package only consists of the sources of compensation expressly identified and/or referenced in this Agreement and does not include any other sources of income and/or payments derived and/or received from any of Coach's other outside employment and/or activities (whether approved or unapproved), including, for example and without limitation, commercial endorsements and revenues from summer camps.

5. Automobiles. Coach will be furnished with the use of two (2) loaned vehicles which are similar in terms of make and model to the types of vehicles loaned to other head coaches, and if possible, are acceptable to Coach's reasonable requests and which are provided to UAF by supporters of UAF's athletics programs. UAF shall withhold from Coach's compensation applicable federal and state taxes as required by the IRS and applicable law. Upon the expiration or termination of this Agreement, Coach shall return any vehicles to the University or to the dealer at the date and time requested by the University. Coach shall be required to pay expenses of maintenance, operation and insurance of the loaned vehicles.

6. Summer Football Camps. In accordance with Ark. Code Ann. § 6-62-401 (Repl. 2003), and Board of Trustees Policy 1715.1, copies of which are attached hereto and incorporated herein by reference as Exhibits E and F respectively, UAF hereby grants Coach permission to

conduct a summer football camp for private compensation on and in campus facilities. Coach shall submit a written proposal through the Athletics Director and the Chancellor to the Board of Trustees each year setting forth the proposal for the summer camp in sufficient detail to enable the Board to make the express findings of fact required by Ark. Code Ann. § 6-62-401. The charges paid to UAF by Coach as the direct and indirect costs associated with operating and maintaining the facilities or the summer football camp will be established by the Athletics Director taking into consideration the cost of such facilities, including, but not limited to, labor, food, maintenance, and utilities. Coach will furnish UAF such reports or information as it might require concerning these camps. Coach shall not be entitled to utilize or receive funds or payments from any outside or corporate sponsors for any camp, to grant any sponsorship or naming rights to any individual or company for any camp, or to create any marketing or business relationships between his camp and any individual or company, unless the Athletics Director grants advance written permission for any such sponsorship or relationship.

7. Tickets. To assist Coach with the duties, responsibilities and obligations of promoting and enhancing the University's football program, for each home football game the University shall make available to Coach, at no cost to him: (a) a 12 seat skybox with tickets in the Donald W. Reynolds Razorback Stadium in Fayetteville; and (b) a 12 seat skybox with tickets at War Memorial Stadium; and (c) twenty (20) complimentary tickets for each home game in Fayetteville; and (d) twenty (20) complimentary tickets for each home game in Little Rock; and (e) six (6) complimentary tickets for each home basketball game in Bud Walton Arena. With regard to the 20 complimentary tickets for home football games in Fayetteville and Little Rock, the University shall have the discretion to assign the location of the seats. Coach shall be responsible for all taxes relating to the skyboxes and all complimentary tickets provided by the

University.

8. Club Memberships. During the Term of this Agreement, Coach shall be entitled to club memberships at The Blessings and the Fayetteville Country Club provided that such memberships are made available to the University for the benefit of its coaches. In the event such memberships are not made available to the University for the benefit of its coaches, Coach shall be entitled to one comparable club membership of his choosing; provided, however, that the club is located in Washington County, Arkansas or Benton County, Arkansas and provided further that sufficient private funds are available to the University to cover the cost of any initial and monthly membership fees. The memberships shall be subject to any terms and conditions imposed by The Blessings or the Fayetteville Country Club, including, but not limited to, the right of each entity to revoke its membership. The University shall not be responsible for any monthly food minimums or purchases of goods and services at the clubs, except as approved by the Athletics Director, such approval not to be unreasonably withheld. If required by the law, the University shall withhold all applicable federal and state taxes on the cost of any such memberships.

9. Outside Employment. In accordance with Board of Trustees Policy 450.1, a copy of which is attached hereto as Exhibit G and incorporated herein by reference, Coach is encouraged to engage in outside employment which will affirmatively contribute to his professional advancement or correlate usefully with his University work. This outside employment shall not interfere in any substantial way with his University duties or conflict with his University assignments. Written approval of such outside employment shall be obtained from the Athletics Director and the Chancellor in advance of such outside employment. Outside employment of Coach shall comply with applicable rules or regulations of the NCAA and the SEC.

In accordance with NCAA Rule 11.2.2 and Board Policy 450.1, as the same may be amended hereafter, and such other rules and policies adopted by the NCAA or the University, Coach shall annually report 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 Athletics Director to the Chancellor. The report shall include a detailed accounting of all income over Five Hundred Dollars (\$500) received by Coach for participation in any athletically related activities. The date of such reports shall be determined by 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 (including, but not limited to intellectual property), or team images shall not be used in such outside employment except with permission of the Athletics Director, and payment of appropriate fees may be required. Under no circumstances shall the University guarantee any such outside employment.

All outside employment shall be independent of Coach's employment at UAF, and the University shall have no responsibility or liability for claims arising therefrom. In the event University dismisses Coach or terminates this Agreement, regardless of the reason or timing of such action, Coach shall have no claim or cause of action against University or its guarantors for loss of any contract or income he may have otherwise received from outside employment, including, but not limited to, consequential, incidental, punitive or any other types of damages of any nature.

Without limiting the generality of the foregoing, such outside employment may include:

- (a) Consulting or Endorsements. Coach may serve on his own behalf as a consultant

or may permit the use of his name, voice or image to advertise or endorse products or services (whether or not athletically related) under the following conditions:

- (i) The company, product or service must be national as opposed to regional in scope; and
- (ii) The company, product or service may not be in direct competition at the retail (consumer) level with any firm incorporated or based in Arkansas; and
- (iii) The company may not provide a service or product which competes with a service or product for which the University and/or its multi-media rights holder has a contract for the benefit of the Athletics Department or the University, unless a written waiver of this provision is granted by the Athletics Director; and
- (iv) The endorsement or advertisement must not conflict with any University contract and/or the Athletic Department's multi-media rights holder, including, but not limited to, any qualified sponsorship agreements; and
- (v) The exposure must not be detrimental to the University and must be in good taste; and
- (vi) Approval of such consulting or endorsements must be obtained in advance of the agreement and the providing of such services (such approval not to be unreasonably withheld); and
- (vii) Any consulting or endorsements (whether written, verbal or otherwise) shall not violate any SEC or NCAA rules, including, but not limited to, NCAA Bylaw 11.3.2.4, or be inconsistent with the sponsorship and

affiliation rights granted by the Athletic Department to its multi-media rights holder.

Coach acknowledges that UAF has contracted with and entered into qualified sponsorship agreements with manufacturers or vendors of athletic apparel, shoes and other products, and Coach will not contract directly as a consultant for such products and services or for the endorsement of such products and services unless granted advance written permission by the Athletics Director. Coach further acknowledges that UAF may in the future seek to modify, extend or enter into new contracts (including, but not limited to, qualified sponsorship agreements) with manufacturers or vendors of athletic apparel, shoes and other products and, if permitted by applicable law, may utilize all or a part of the cash proceeds from such contracts to pay part of the Annual Salary of Coach established hereunder, and Coach agrees to cooperate with the University.

(b) Speaking Engagements. Coach may agree to make appearances or speeches for a fee, so long as such appearances or speeches are not inconsistent with the interests of the University.

10. University's Right to Use or Authorize the Use of Coach's Name, Image, and Likeness. Notwithstanding anything to the contrary contained in this Agreement, the parties covenant and agree that the University shall have the right to use Coach's name, likeness and image to promote the football program, the Athletics Department, the University, and with respect to any contracts or sponsorship agreements entered into between the University and any sponsor, manufacturer, media rights company or vendor of athletic apparel, shoes and other products or services. Additionally, the University shall have the right to authorize, license, or to grant any such sponsor, manufacturer, media rights company or vendor the right to use Coach's

name, likeness or image for the purpose of promoting the athletic apparel, shoes, or other products or services supplied to or on behalf of the University; provided, however, that any such use of Coach's name, likeness or image is in good taste and does not reflect negatively upon Coach. Coach covenants and agrees that he shall not have the right to enter into any endorsement or consulting agreements with any competitors of the University's exclusive sponsors, manufacturers, media rights companies and/or vendors of athletic apparel, shoes or other products or services. Further, Coach covenants and agrees that the University owns and controls all rights to designate the apparel, shoes, and equipment to be used by the football program as well as all media rights to the institution's athletics programs, including, but not limited to, the football program.

11. Television and Radio Shows. (a) Coach covenants and agrees to perform and carry out all duties and responsibilities assigned by the Athletics Director or his designee to produce, tape and market an in-season football television show as well as to participate in all requested radio, internet, or other forms of media coverage of the football program. Such duties shall not be inconsistent with those typical of a major NCAA Division I-A Head Football Coach who coaches in a Bowl Championship Series conference or its equivalent. In the event that Coach believes that any such duties are inconsistent with those typical of a major NCAA Division I-A Head Football Coach who coaches in a Bowl Championship Series conference or its equivalent, Coach shall notify the Athletics Director, and the Coach and Athletics Director shall cooperate in good faith to resolve any issues. Coach covenants and agrees that the University shall have the exclusive right to designate the media rights holder for Coach's television and radio shows in all forms of media, including, but not limited to, the Internet. Accordingly, the University shall have the sole and exclusive right to designate and/or approve any third-party entity

responsible for producing and marketing Coach's television and radio shows. Consistent with the requirements set forth in Paragraph 9 above for outside employment, the University, acting through its Chancellor and Athletics Director, approves Sports Shows, Inc. to produce and market Coach's television and radio shows. If the University agrees to the use of its production facilities or other equipment in connection with any Coach's television or radio shows, the University shall be entitled to compensation for such use from Sports Shows, Inc. With regard to Coach's television show with Sports Shows, Inc., the parties agree as follows:

- (i) The University agrees to permit Coach to use video tape or film of the game on any television show, so long as Coach obtains the assurance of the television show that at the end of the football season, the station or producer will provide to the Athletics Department an entertaining 22-25 minute video tape featuring game highlights of the season, to be used at the Athletics Department's discretion; and
- (ii) In return for the use of the University's facilities in connection with any show, Coach agrees to help promote the football program by appearing on pre-game and post-game interviews in connection with the game broadcast. In the event special circumstances make it impracticable for Coach to appear for the pre-game or post-game interview, upon advance notice to the University, an assistant coach acceptable to the radio broadcaster may be substituted for Coach.

(b) Coach covenants and agrees that the University shall have the exclusive right to include the Coach's television and radio shows in any future third-party media rights agreements entered into by the University; provided, however, that the University shall require

any third-party entity acquiring the media rights to the University's athletics programs (including, but not limited to Coach's television and radio shows), to take one of the following actions:

- (i) to enter into a new agreement with Coach on the same terms and conditions (including, but not limited to, the same level of compensation) as Coach's agreement with Sports Shows, Inc.; or
- (ii) to accept an assignment of Coach's agreement with Sports Shows, Inc. subject to the same terms and conditions set forth in the agreement; or
- (iii) to pay the rights fees for Coach's television and radio shows to any entity as directed by the University provided that Coach receives the same level of compensation as provided in his agreement with Sports Shows, Inc.

12. Use of University Trademarks. Nothing in this Agreement or any amendments hereto shall constitute permission or license for Coach to use or to authorize third parties to use the University's trademarks or intellectual property in connection with any outside employment. A license to use the University's trademarks and/or other intellectual property must be obtained from and approved by the appropriate University officials or any agent of the University authorized to contract on behalf of the Board.

13. Evaluation. The Athletics Director shall evaluate Coach in writing annually prior to April 30 of each year of this Agreement and will discuss the evaluation with him. The first evaluation under this Agreement shall occur prior to April 30, 2012. Independent of Coach's annual evaluation, the Athletics Director shall conduct a good faith review of this Agreement with Coach prior to January 31, 2014; provided, however, that at the sole discretion of the Athletics Director and in the interest of efficiency, the Athletics Director may conduct the good faith review

of this Agreement and the annual evaluation of Coach at the same time.

14. Dismissal for Cause. Coach may be dismissed for cause under procedures set forth hereinafter for any of the following reasons:

- (a) Knowing participation in significant or repetitive violations of the NCAA or SEC constitution, by-laws, rules, regulations, or interpretations thereof by the NCAA or SEC;
- (b) Authorizing or knowingly failing to report a major violation of the NCAA or SEC constitution, by-laws, rules, regulations, or interpretations thereof by the NCAA or SEC which involves or relates to the institution and/or any of its personnel and/or any “representatives of the institution’s athletics interests” within a reasonable amount of time of his learning of such violation;
- (c) Conviction of a crime under federal or state law, excluding minor traffic offenses;
- (d) Prolonged absence from duty without the consent of the Athletics Director or his designee;
- (e) Engaging in unreasonable conduct in willful disregard for the welfare and safety of University student-athletes, including failure to adhere to the NCAA principle of student-athlete well being;
- (f) Otherwise engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Football Coach or which negatively or adversely affects the

reputation of the University or UAF's athletics programs in any way.

The procedures for dismissal for cause are attached hereto as Exhibit H and are incorporated herein by reference. In the event of dismissal for cause, all obligations of the University under this Agreement shall cease immediately.

15. 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 act or event which could be grounds for dismissal for cause under Paragraph 14; for failing to report a secondary violation by any person of the NCAA or SEC constitution, by-laws, rules, regulations or interpretations thereof by the NCAA or SEC, 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 employee assigned to the football program who has violated any NCAA rule or engaged in conduct which is clearly contrary to the character and responsibilities of his position. Other disciplinary or corrective action may include, but is not limited to, the following: suspension for a period of time without pay; reduction of salary and incentive compensation; loss or reduction of the amount of any special allowances for unusual expenses, or other disciplinary or corrective action which may be authorized by the provisions of the NCAA enforcement procedures.

16. Termination at Convenience of the University. By giving written notice to Coach, the University shall have the right to terminate this Agreement for any reason at any time. In the event the University terminates this Agreement under the provisions of this paragraph, Coach covenants and agrees to accept the guaranty of The Razorback Foundation, Inc. ("Razorback Foundation"), or other financially responsible third party, for the amount set forth below as full and complete satisfaction of any obligations of the University of any nature

whatsoever. Coach covenants and agrees that, in the event the University exercises its right to terminate this Agreement for convenience at any time, Coach will accept the guaranty of the Razorback Foundation, for the amounts set forth below, as provided in the Personal Services and Guaranty Agreement (“Guaranty Agreement”) and any amendments thereto as entered into between Coach and the Razorback Foundation or other financially responsible third party in full and complete satisfaction of any obligations of the University.

If the University terminates the Coach for its convenience, then the sums owed to Coach under the Guaranty Agreement would be for the amounts specified below:

<u>YEAR</u>	<u>AMOUNT</u>
First Contract Year (1/1/11-12/31/11)	\$18,000,000.00
Second Contract Year (1/1/12-12/31/12)	\$18,000,000.00
Third Contract Year (1/1/13-12/31/13)	\$17,975,000.00
Fourth Contract Year (1/1/14-12/31/14)	\$14,525,000.00
Fifth Contract Year (1/1/15-12/31/15)	\$10,825,000.00
Sixth Contract Year (1/1/16-12/31/16)	\$7,375,000.00
Seventh Contract Year (1/1/17-12/31/17)	\$3,925,000.00

The foregoing amounts shall be paid on a non-cumulative basis beginning with the effective date of the termination for convenience in accordance with the foregoing schedule (the “Guaranty Payment”). The Guaranty Payment shall be paid in equal monthly installments on the last calendar day of each month with any partial months being prorated over the remaining balance of the Term as of the effective date of the termination for convenience. The Guaranty Payment shall be subject to the duty of mitigation as well as any obligation to mitigate and/or other conditions set forth in the Guaranty Agreement.

In consideration of such guaranty, executed contemporaneously herewith between Coach and the guarantor, Coach shall, and does hereby, 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 Agreement and/or any amendments hereto, Coach's employment at UAF, and Coach's termination for convenience of the University hereunder, including, but not limited to, the following: any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law. Coach further covenants and agrees that he knowingly and voluntarily accepts this guaranty, after consulting with his legal counsel or after voluntarily choosing not to consult legal counsel, in full and complete satisfaction of any and all obligations of the University and as an alternative to the time, expense, and trouble of any future litigation. Coach acknowledges and intends for the University to rely upon this provision in entering into this Agreement.

Coach further covenants and agrees that any exercise of ownership or control by him over any partial or total payment of the Guaranty Payment under Coach's Guaranty Agreement with the Razorback Foundation or any other third-party guarantor (including, but not limited to, accepting, depositing or exercising any act of ownership over any partial or full guaranty payments from the Razorback Foundation or any other third-party guarantor) shall constitute an act of ratification and/or sufficient and valuable consideration which absolutely and unconditionally forever releases, discharges and waives any and all alleged liability of the University, its Trustees, officials, representatives, and employees, in both their official and individual capacities, from and against any and all claims of any nature whatsoever (including, but not limited to, any and all claims arising from or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law) relating to or

arising out of this Agreement, Coach's employment at UAF, and Coach's termination for convenience of the University for any and all such claims which arise or may have arisen between Coach's initial date of employment, and the date of Coach's termination for convenience; provided, however, that the scope of the release, discharge and waiver granted by Coach herein shall not include a release, discharge, or waiver of any claims arising from the failure to pay all sums due under the Guaranty Agreement.

Without limiting the generality and applicability of the foregoing release and waiver, Coach further covenants and agrees that the University's offer and his acceptance of any salary increase or renewal or extension of the Term of this Agreement shall be sufficient and valuable consideration which shall operate as an automatic, absolute and unconditional release, discharge and waiver of any and all claims of any nature whatsoever (including, but not limited to, any and all claims arising from or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law) which Coach has or might have asserted prior to accepting any salary increase or renewal or extension of the Term of this Agreement. In further consideration for entering into this new long-term Agreement, the Board and Coach mutually release and waive any and all claims against each other arising prior to the effective date of this Agreement; provided, however, Coach does not release or waive the right to any payments or incentive payments under the 2007 Employment Agreement.

17. Termination by Coach – Salary Repayment. In the event Coach terminates this Agreement to accept another coaching position, at any time prior to the final day of the Term of this Agreement on December 31, 2017, other than due to Coach's disability or illness that prevents him from fulfilling his duties as Head Football Coach or for cause in the event of the University's material breach of this Agreement, then Coach shall be liable to the University for the re-payment

of his previously earned salary in the amounts specified in the schedule below:

<u>YEAR</u>	<u>AMOUNT</u>
First Contract Year (1/1/11-12/31/11)	\$18,000,000.00
Second Contract Year (1/1/12-12/31/12)	\$18,000,000.00
Third Contract Year (1/1/13-12/31/13)	\$17,975,000.00
Fourth Contract Year (1/1/14-12/31/14)	\$14,525,000.00
Fifth Contract Year (1/1/15-12/31/15)	\$10,825,000.00
Sixth Contract Year (1/1/16-12/31/16)	\$7,375,000.00
Seventh Contract Year (1/1/17-12/31/17)	\$3,925,000.00

The foregoing amounts shall be paid on a non-cumulative basis beginning with the effective date of Coach's termination of this Agreement (the "Coach's Payment") and any partial years shall be prorated. The Coach's Payment amount shall be payable in full to the University within 90 days following the effective date of Coach's termination of this Agreement.

Coach covenants and agrees that the University will commit substantial financial resources to the success of its men's football program and that if Coach terminates this Agreement, to accept other employment as set forth hereinabove, the University will suffer damages the amount, nature and extent of which is difficult to determine and which may include, but not be limited to, additional expenses to search for and employ another Head Football Coach, salary or other compensation to hire another Head Football Coach, tangible and intangible detriment to the men's football program of the University and the support of its fans and donors. Accordingly, the parties covenant and agree that the amount of salary repayment to the University hereunder is fair and reasonable. In consideration of payment of the foregoing amounts, the University will release Coach from any further obligations under this Agreement and

will also release Coach's new employer, from any claims or actions that the University might have against such employer. Likewise, Coach will release the University, its employees, officers, trustees and any third-party guarantor from any obligations hereunder or under any guaranty agreement.

18. Covenant Not to Compete. The parties covenant and agree that the University is a member of the Southeastern Conference ("SEC") and competes against other SEC member institutions for students, faculty, and staff. Additionally, the parties covenant and agree that the University's football program competes against other SEC member institutions for prospective student-athletes, financial support, and prestige. The parties further covenant and agree that the competitiveness and success of the University's football program affects the overall financial health and welfare of the Athletics Department and that the University maintains a vested interest in sustaining and protecting the well-being of its football program, including, but not limited to the recruitment of prospective student-athletes to the institution and the financial integrity of its athletics programs. To avoid harming the University's interests, Coach covenants and agrees that this covenant not to compete shall be in full force and effect during the period of time beginning on January 1, 2011, and ending on December 31, 2017, and shall survive Coach's termination of the Agreement prior to the expiration of this time period for any reason whatsoever. Coach and/or any individual or entity acting on Coach's behalf, shall not seek or accept employment in any coaching capacity with any other member institution of the SEC. This covenant not to compete, however, shall not apply if the University exercises its right to terminate this Agreement or if Coach terminates this Agreement for cause based on the University's material breach of this Agreement. In addition to the covenant not to compete in the SEC, Coach agrees that he (or any person or entity acting on his behalf and with his

permission) may not actively seek any other collegiate or professional football coaching position, with the intention of accepting such position if offered, without first obtaining permission from the Athletics Director, such permission not to be unreasonably withheld.

Nothing contained in this Agreement shall be deemed, construed or operate as a waiver of the University's sovereign immunity or any immunity to suit available to any members of the Board of Trustees or any University officials, employees or representatives. In the event of a breach or threatened breach of this provision, the University shall be entitled to injunctive relief as well as any other applicable remedies at law or in equity. Coach understands and agrees that without such protection, the University's interests would be irreparably harmed, and that the remedy of monetary damages alone would be inadequate. This covenant not to compete shall be independent of any other provision of this Agreement, and the existence of any claim or cause of action by Coach against the University, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this provision by the University.

19. Disability of Coach. In the event Coach shall become disabled during the Term of this Agreement, the University shall continue to provide Coach's salary and all benefits set out in Paragraphs 3 and 4 of this Agreement until such time as Coach shall receive disability payments under a policy of disability insurance; provided, however, that Coach and/or his personal representatives shall cooperate and take all necessary steps to initially obtain and thereafter maintain coverage under a policy of disability insurance and shall also take all necessary steps to obtain payments under such coverage if Coach becomes disabled. During the period of any such disability, the University may reassign Coach to a position of equal salary and benefits, whereupon Coach shall no longer be entitled to conduct a summer football camp at the University or to receive other benefits associated with the position of Head Football Coach. The

University's obligation to Coach hereunder shall cease at the termination of the waiting period (expressed as a period of days) which may appear in the University's group disability policy under which Coach is covered, but only if the payments to Coach under such policy commence at the termination of any such waiting period. Otherwise, all of the University's obligations to Coach under this Agreement shall cease upon the earlier of the following: (a) when any disability payments under any University group disability policy commence; or (b) when any disability payments commence under any other disability policy covering Coach (including, including not limited to, any disability policy to which the University contributes to the premium payments under this Agreement).

20. Death of Coach. This Agreement and any amendments hereto shall terminate automatically in the event of Coach's death before the end of the Term or any extensions of the Term. Any compensation, of any kind, earned by Coach but not paid prior to his death shall be paid to Becky Petrino.

21. Indemnification. Coach covenants and agrees to indemnify and hold the University harmless from and against any and all claims of any nature whatsoever which Coach's former employers have asserted, might assert or might possibly assert against the University with regard to the University hiring and employment of Coach. The University shall give Coach reasonable notice of any demands, claims or the filing of any litigation as soon as possible. The indemnification required under this provision shall be limited to the amount of any judgment actually rendered against the University. With respect to any such claims, demands or litigation, the University and Coach will cooperate and participate jointly in the defense of any such action. Further, the University and Coach shall each be responsible for their respective attorneys' fees and costs in the defense of any such action. The fact that this indemnification

provision is included in this Agreement shall not be deemed, construed, interpreted or operate as an admission of wrongdoing or liability by the University or Coach, and any such alleged wrongdoing or liability is expressly denied by each of the parties. This provision shall survive the expiration or termination of this Agreement.

22. Severability. If any provision of this Agreement or any amendment hereto is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. The unenforceability or invalidity of any provision, however, shall not affect any other provision of this Agreement or any amendment hereto, and this Agreement and any amendments hereto shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

23. Non-Assignment. Neither party may assign this Agreement without the prior written consent of the non-assigning party, except that the University may assign this Agreement in the event of a merger or reorganization of the University.

24. Applicable Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Arkansas without regard to its choice of law principles. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall be deemed, construed or operate as a waiver of the sovereign immunity of the University or any immunities to suit available to the members of the Board of Trustees or any University officials, employees or representatives.

25. Binding Effect. This 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.

26. Notices. All notices, requests, demands, and other communications permitted or required by this Agreement will be in writing, and either delivered in person; sent by overnight delivery service providing receipt of delivery; or mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other party. Any notice sent by hand delivery or by overnight courier will be deemed to have been received on the date of such delivery. Any notice sent by mail will be deemed to have been received on the third business day after the notice will have been deposited in the mail. All such notices and communications, unless otherwise designated in writing, will be sent to:

If to University: Vice Chancellor and Athletics Director
P.O. Box 7777
University of Arkansas
Fayetteville, AR 72702

With copies to: Office of the General Counsel
421 Administration Building
University of Arkansas
Fayetteville, AR 72701

If to Coach: Robert P. Petrino
FBAC Room 242
University of Arkansas
Fayetteville, AR 72701

With copies to: J. Russell Campbell
Patrick H. Strong
B&B Sports
P.O. Box 306
Birmingham, AL 35203

Either party may amend his or its address for giving notice by providing written notice of any new address to the other party.

27. Headings. The paragraph headings contained in this Agreement or any amendment hereto are for reference purposes only and will not affect in any way the meaning or

interpretations of this Agreement or any amendment hereto.

28. Authority. Each party warrants and represents that he or it has the full right, power and authority to enter into this Agreement and make the agreements in this Agreement.

29. Entire Agreement and Amendment. This Agreement shall be deemed effective as of January 1, 2011, and contains the entire agreement between the parties and supersedes any prior or contemporaneous agreement or representation, oral or written, between them. The parties acknowledge that contemporaneously herewith Coach is entering into a separate Guaranty Agreement with the Razorback Foundation, and this Agreement shall not supersede or in any way modify, amend or change such Guaranty Agreement. This Agreement may not be modified or changed, nor may the Term of this Agreement be extended, except by a written instrument signed by both parties and agreed to by the Athletics Director and the Chancellor. Each party represents and warrants that it has not been influenced by any person to enter into this Agreement, nor relied on any representation, warranty, or covenant of any person except for those representations, warranties, and covenants of the parties set forth in this Agreement. The failure of either party to require performance by the other party of any provision of this Agreement or any amendment hereto shall not be deemed to subsequently affect the party's rights to enforce a provision hereof. A waiver of a breach of any provision of this Agreement or any amendment hereto is not a waiver of any other breach of the provision or waiver of the provision.

Each party agrees: (a) that it will be unreasonable for either party to have or rely on any expectation not contained in the provisions of this Agreement or any amendments hereto; (b) that if either party has or develops an expectation contrary to or in addition to the provisions of this Agreement as the same may be amended from time to time, such party shall have a duty to

immediately give notice to the other party; and (c) that if either party fails to obtain an amendment to this Agreement, as the same may be amended from time to time, after having developed an expectation contrary to or in addition to the provisions of this Agreement, such failure will be an admission for evidentiary purposes in any litigation that the expectation was not reasonable and was not part of the final binding Agreement between the University and Coach. The course of dealing between the University and Coach will not modify or amend this Agreement or any amendment hereto in any respect.

Prior to the effective date of this Agreement on January 1, 2011, the parties agree that their relationship and all obligations between them shall be governed by the 2007 Employment Agreement, including, but not limited to, the amount of the athletic achievement incentive payment for appearing in the 2011 Allstate Sugar Bowl.

30. Time. Time is of the essence with regard to the performance of all aspects of this Agreement.

31. Mutual Drafting. The parties covenant and agree that the rule of construction that ambiguity is construed against the drafting party shall have no application in any dispute over the interpretation of this Agreement.

32. Independent Judgment. The parties represent and warrant to one another that this Agreement is entered into based on each party's independent analysis, with the advice of counsel if so desired, of the facts and legal principles relevant to the terms and conditions of this Agreement.

33. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Faxed or PDF

signature pages shall be binding upon the parties provided that the original signature pages are exchanged within a reasonable period of time after their execution.

34. Disclosure of Agreement. Coach agrees that the University may release, without prior notice to Coach, a copy of this Agreement and any amendments to the Agreement, to any individual requesting a copy under the Arkansas Freedom of Information Act. As soon as practical after releasing the Agreement and/or any amendments to the Agreement, the University shall provide Coach with a copy of the request.


35. Approval of Chancellor and Athletics Director. The signatures below of the Chancellor and the Vice Chancellor and Athletics Director of UAF indicate their concurrence with the terms of this Agreement.

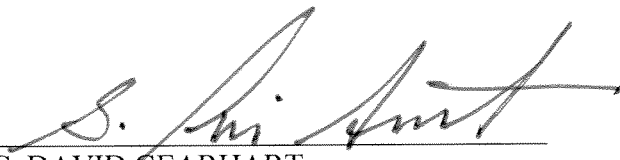
[Intentionally Left Blank, Signature Page Follows]

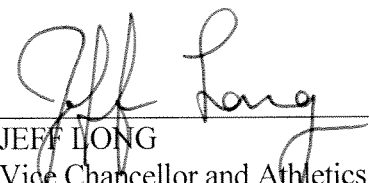
IN WITNESS WHEREOF, the parties hereto set their hands on this 9th day of March, 2011, to be effective as of January 1, 2011.

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, acting
for the UNIVERSITY OF ARKANSAS,
FAYETTEVILLE'S ATHLETICS
DEPARTMENT

By: _____
B. ALAN SUGG
President
University of Arkansas

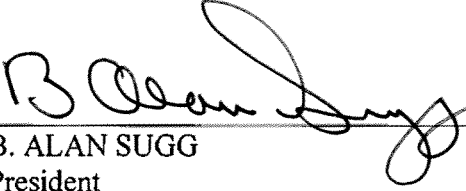
By: 
ROBERT P. PETRINO
Head Football Coach, UAF


By: 
G. DAVID GEARHART
Chancellor, UAF

By: 
JEFF LONG
Vice Chancellor and Athletics Director, UAF

IN WITNESS WHEREOF, the parties hereto set their hands on this 9th day of March, 2011, to be effective as of January 1, 2011.

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, acting
for the UNIVERSITY OF ARKANSAS,
FAYETTEVILLE'S ATHLETICS
DEPARTMENT

By: 
B. ALAN SUGG
President
University of Arkansas

By: 
ROBERT P. PETRINO
Head Football Coach, UAF

By: _____
G. DAVID GEARHART
Chancellor, UAF

By: _____
JEFF LONG
Vice Chancellor and Athletics Director, UAF

EXHIBIT A

ATHLETIC ACHIEVEMENT INCENTIVES

Effective as of the 2011 football season, Coach shall be eligible to receive the following performance incentives for each of the following athletic achievements on a non-cumulative basis, except as otherwise indicated:

<u>ATHLETIC ACHIEVEMENT</u>	<u>INCENTIVE PAYMENT</u>
Win or Tie for SEC Western Division Championship	\$50,000.00**
Win SEC Championship Game	\$100,000.00**
Appear in BCS National Championship Game	\$150,000.00++
Win BCS National Championship Game	\$300,000.00++
Appear in Non-Title BCS Bowl Game	\$125,000.00
Appear in Any of the Following "First Tier Non-BCS Bowl Games" (Capitol One Bowl, Cotton Bowl, or Outback Bowl)	\$75,000.00
Appear in Any Other Non-BCS Bowl	\$50,000.00
Coach of the Year in the SEC	\$25,000.00#
Coach of the Year Nationally	\$25,000.00#

**These incentive payments are non-cumulative. In the event that Coach and the football team win the SEC Western Division Championship and win the SEC Championship Game, Coach shall receive an incentive payment of \$100,000.00.

++These incentive payments are non-cumulative. In the event that Coach and the football team appear in the BCS National Championship Game and win the BCS National Championship Game, then Coach shall receive an incentive payment of \$300,000.00.

#These incentive payments are cumulative and Coach is eligible to receive a total of \$50,000.00 if he is named SEC (as named by the SEC) and National Coach of the Year (as awarded by an organization determined by the University) during the same season.

As applicable, certain incentive payments will be paid cumulatively. For example, if Coach and the football team win or tie for the SEC Western Division Championship and appear in a First Tier Non-BCS Bowl Game, then Coach will receive both incentive payments for a cumulative total of \$125,000.00 (\$50,000.00 for winning or tying for a SEC Western Division

Championship plus \$75,000.00 for appearing in the Capitol One, Cotton Bowl or Outback Bowl). The Vice Chancellor and Director of Athletics or his designee shall be solely responsible for determining whether any incentive payments shall be paid on a cumulative basis.

EXHIBIT B

ACADEMIC ACHIEVEMENT INCENTIVES

Coach shall receive the following performance incentives for each of the following academic achievements:

<u>ACADEMIC ACHIEVEMENT</u>	<u>INCENTIVE PAYMENT</u>
<u>Academic Performance Rate (APR)</u>	
930	\$25,000.00
950	\$25,000.00
970	\$25,000.00
990	\$25,000.00
CUMULATIVE TOTAL	\$100,000.00
 <u>Graduation Success Rates (GSR)</u>	
60%	\$25,000.00
65%	\$25,000.00
70%	\$25,000.00
75%	\$25,000.00
CUMULATIVE TOTAL	\$100,000.00

Each of the foregoing amounts for each academic achievement shall be cumulative and shall be paid within 30 days following any such achievement(s) or consistent with the payment policies of the Athletics Department and the University.

EXHIBIT C

LONGEVITY INCENTIVES

To ensure Coach's sustained and uninterrupted performance, the University desires to pay Coach the following longevity incentive compensation subject to the terms and conditions of the Employment Agreement.

Within 30 days of the execution of the Employment Agreement, the University shall pay Coach (with self-generated Athletic Department revenues and/or private funds donated for such purpose) the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00), subject to all applicable federal and state tax withholdings, in recognition of the ongoing success and achievements of the Razorback football program under Coach's leadership and direction and in consideration for Coach's long-term commitment to the University as set forth in the Employment Agreement.

Based upon the condition precedent that Coach remains employed by the University as Head Football Coach without interruption from January 1, 2011, through December 31, 2014, then the University shall pay Coach (with self-generated Athletic Department revenues and/or private funds donated for such purpose) the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), subject to all applicable federal and state tax withholdings, on December 31, 2014.

Based upon the condition precedent that Coach remains employed by the University as Head Football Coach without interruption from January 1, 2011, through December 31, 2017, then the University shall pay Coach (with self-generated Athletic Department revenues and/or private funds donated for such purpose) the sum of Four Hundred Seventy-Five Thousand and No/100 Dollars (\$475,000.00), subject to all applicable federal and state tax withholdings, on December 31, 2017.

If Coach terminates the Employment Agreement for convenience prior to any of the foregoing dates or if the Board terminates this Agreement for cause (and such cause is upheld pursuant to the review procedures provided in this Agreement), then Coach shall not be entitled to receive any of the foregoing incentive payments. Except as expressly stated in this Exhibit C, Coach shall not be entitled to any other longevity incentive compensation under this Employment Agreement.

EXHIBIT D

INSURANCE

Consistent with the terms and conditions of this Employment Agreement, the University will pay \$35,000 per year to be used at Coach's discretion for the purpose of obtaining life insurance and long-term disability policies to secure the then current net value of Coach's compensation package as Head Football Coach of the Razorback football program during the Term of the Agreement (the "Insurance Payment"). The Insurance Payment will be made no later than January 31st of each year during the life of the Employment Agreement, provided that the University has confirmed that the insurance policies are in effect and will remain in effect for the entire year as set forth below.

Beginning on January 1, 2012, and on January 1st of each following year during the life of this Employment Agreement, the University will contact Coach in writing to confirm that the insurance coverage remains in effect. In the event such insurance coverage is not in effect for whatever reason, Coach shall be responsible to notify the University, and the University shall be released from the obligation to make the Insurance Payment for that year. If, at any time, Coach's insurance coverage lapses or is cancelled during the life of the Employment Agreement, Coach shall notify the University. The University shall be responsible to make the Insurance Payment one time each year during the life of the Employment Agreement provided that the insurance policies are obtained and/or in effect for that year.

The content of the University's letter to Coach shall be consistent with the following text or words of similar effect.

Dear Coach Petrino:

Pursuant to the terms of your Employment Agreement, the University is providing to you payment in the amount of \$35,000 on January 31, 201# for the purpose of obtaining and/or continuing any existing life insurance and long-term disability insurance policies to secure the total value of your compensation package as Head Football Coach of the Razorback football program during the remaining Term of the Agreement.

This letter is to confirm that insurance is in effect and will remain in effect for all of 201#. Please contact me if these policies are not in effect or cease to exist at any time during the year.

Exhibit E

6-62-401. Use by employees to conduct work for private compensation.

(a) The boards of trustees of the state institutions of higher learning are authorized to grant permission to employees of those institutions to conduct, on and in campus facilities, certain outside work for private compensation as described below which are to be engaged in only after they have discharged fully their employment responsibilities to those institutions.

(b) However, in each instance where permission is granted, the governing board shall have the nondelegable duty to make express findings of fact that:

(1) The activity in question involves no conflict of interest with the mission and purpose of the institution itself; and

(2) The activity proposed would bring to the campus a significant number of persons who are potentially future students who might tend to enroll on that campus as a result of their exposure to its facilities and its personnel while engaged in this activity; and

(3) The contemplated activity will, as a part thereof, generate funds to be paid to the state institution for housing, meals, and for the use of other institutional resources which will produce significant revenues in support of the auxiliary functions of the particular campus serving its enrolled students.

(c) (1) Each permission granted by a board of trustees pursuant to the findings of fact stated in subsection (b) of this section shall, with those findings of fact, be reduced to writing by the board of trustees and shall include a statement of charges to be paid to the state institution by the employee as the direct and indirect costs associated with operating and maintaining the facilities which will be temporarily devoted to the particular activity conducted by that employee.

(2) The charges shall be paid promptly, by the employee or by the participants at the direction of the employee, to the state institution.

(d) In conducting an activity permitted under this section, the employee shall make known in all advertising and other publicity involving the activity that participants are contracting with that employee and not with the institution and that the institution and the State of Arkansas do not assume any contractual obligations for the conduct of the employee's activity.

(e) (1) Each employee who is authorized under the provisions of this section to engage in outside work for private compensation on or in campus facilities shall, within a reasonable period of time after completion of the employment, submit a complete financial report relating to the employment to the chief financial officer of the institution.

(2) On an annual basis, the chief financial officer of the institution shall submit to the governing board a summary of all such financial reports received by him or her.

History. Acts 1981, No. 707, §§ 1-4;
A.S.A.1947, §§ 80-3390 – 80-3390.3.

BOARD POLICY

1715.1

EXTRACURRICULAR CAMPS

Act 707 of 1981 authorizes the Board of Trustees of the University of Arkansas to grant permission to employees to conduct, on and in campus facilities, certain outside work for private compensation, which is to be engaged in only after their employment responsibilities to the institution have been fully discharged. The Board of Trustees will determine that:

- (a) The activity in question involves no conflict of interest with the mission and purpose of the institution itself;
- (b) The activity proposed would bring to the campus a significant number of persons who are potential future students who might tend to enroll on that campus as a result of their exposure to its facilities and its personnel while engaged in the activity; and,
- (c) The activity will generate funds to be paid to the institution for housing, meals, and for the use of other institutional resources which will produce significant revenues in support of the function.

When such a camp receives the Board of Trustees' approval, the minutes of the meeting at which the approval is granted must include a statement of charges to be paid to the particular campus of the University of Arkansas by the employee as the direct and indirect costs associated with operating and maintaining such facilities which will be used for the camp. Such charges shall be paid promptly by the employee, or by the participants at the direction of the employee, to the University.

In conducting a camp which has been approved by the Board of Trustees, the employee shall make known in all advertising and other publicity involving the activity that participants are contracting with that employee and not with the institution, and that the institution and the State of Arkansas do not assume any contractual obligations for the conduct of the employee's activity. Each camp director will furnish liability insurance for all participants in an amount and with provisions recommended by the Vice Chancellor for Finance and Administration at the campus where the camp director is employed.

After the camp is completed, the employee shall, within a reasonable period of time, submit a complete financial report relating to such employment to the Vice Chancellor for Finance and Administration at the campus employing the camp director in a format and content acceptable to the Vice Chancellor for Finance of each campus.

The Vice Chancellor for Finance and Administration shall submit to the Chancellor, on an annual basis, a summary of all such financial reports received. This information shall be given to the President for submittal to the Board of Trustees for its review annually.

March 5, 1993 (Revised)
September 18, 1981 (Revised)

1715.1

May 6, 1977

Exhibit G

BOARD POLICY

450.1

OUTSIDE EMPLOYMENT OF FACULTY AND ADMINISTRATIVE STAFF MEMBERS
FOR COMPENSATION

While emphasizing the fact that full-time faculty and non-classified administrative staff members of the University are obligated to devote their working time and efforts primarily to University activities, the University recognizes that a limited amount of outside work for private compensation may be advantageous to all concerned. Deans, department heads, directors, vice chancellors, chancellors, vice presidents, and the president are included as administrative staff. Such persons are therefore encouraged to engage in outside employment which will affirmatively contribute to their professional advancement or correlate usefully with their University work. This employment shall not interfere in any substantial way with the employee's University duties nor conflict with his/her University assignments. Written approval from department head and/or dean shall be obtained in advance of such outside employment. Each dean or similar officer shall keep records on outside employment by personnel in his/her college or administrative unit. The report should include actual time spent during the reporting period. Such records shall be reviewed by the appropriate administrator and submitted to the Chancellor or Vice President for Agriculture by September 30 of each year and such records shall be reviewed periodically by the appropriate administrator. The employee shall always make it clear the outside employment is his/her own responsibility and that in it he/she does not act as an agent or representative of the University. University facilities or property shall not be used except with permission of the department head or dean, and the payment of appropriate fees may be required.

September 26, 1997 (Revised)
June 11, 1993 (Corrected)
April 30, 1993 (Revised)
June 15, 1990 (Revised)
January 15, 1988 (Revised)
June 19, 1958 (Revised)
June 5, 1916

Exhibit H

PROCEDURES FOR DISMISSAL OF HEAD COACH FOR CAUSE

1. When the Vice Chancellor and Athletics Director ("Athletics Director") has reason to consider a decision to dismiss a Coach for cause he or she shall discuss the matter with the Coach to inform the Coach of the proposed action and the reasons for the action. The discussion should be in person unless circumstances require otherwise. The Coach shall be given an opportunity to respond to the reasons for dismissal. After the discussion, if the decision of the Athletics Director is to dismiss the Coach, then the Athletics Director shall prepare a statement of the grounds constituting the cause for dismissal and forward it to the Chancellor with a copy to the Coach. In the event that Coach decides to seek a review of the Athletics Director's decision to dismiss Coach for cause, then Coach shall, within five (5) days after receipt of the statement of dismissal from the Athletics Director, submit a written response to the statement of grounds for dismissal to the Chancellor with a copy to the Athletics Director.

2. Within five (5) days after receipt of the Coach's statement, either the Chancellor or the Coach may request an ad hoc committee to serve as a Hearing Committee to consider the matter and make a recommendation to the Chancellor. The Committee shall be composed of the Vice Chancellor for Finance and Administration, the Vice Chancellor for Academic Affairs and the Chairperson of the Faculty Committee on Athletics. The Committee shall meet and designate one of its members to serve as chair. Upon receipt of a request from either the Chancellor or the Coach that a hearing be conducted, the Committee shall conduct a hearing as provided hereinafter and submit its recommendation to the Chancellor. If neither the Chancellor nor the Coach requests that the matter be heard by the Committee, then a hearing shall be conducted by the Chancellor alone. (All references hereinafter to the Committee shall be deemed to refer to the Chancellor if the matter is being heard by him or her alone.)

3. The Committee, if it so requires, may utilize the services of an advisor to assist it in conducting the hearing. The Committee shall proceed by considering, before the time of the hearing, the statement of grounds for dismissal and the Coach's written response. The hearing date shall be set by the Committee and the written notice of hearing shall provide that relevant documentation and a list of anticipated witnesses be presented by both the Athletics Director and the Coach to the Committee, with a copy being provided to the Coach and the Athletics Director, at least two days in advance of the hearing. The Committee shall have the discretion to receive or reject additional documentation at the hearing and hear or reject witnesses not contained in the list submitted in advance of the hearing.

4. In addition to the members of the Committee and any advisor it may require, only the Coach and his or her attorney or representative, the Athletics Director and his or her attorney or representative, and witnesses called by the Committee are permitted to attend the hearing.

5. Charges contained in the initial statement of grounds for dismissal may be supplemented at the hearing by evidence of new events occurring after the initial communication to the Coach which constitute new or additional cause for dismissal or by new evidence further substantiating the cause for dismissal which was not reasonably obtainable prior to the hearing. If supplementary charges are introduced at the hearing, the Committee shall provide the Coach, at his or her request, with sufficient additional time to prepare his or her defense and to respond to such charges. The Committee shall determine the order of presentations by the parties and shall supervise the questioning of witnesses. The Coach and the Athletics Director shall have the aid of the Committee when needed in securing the attendance of witnesses, but the attendance of witnesses cannot be guaranteed by the Committee and will remain the responsibility of the respective parties. The Coach or his or her attorney or representative and the Athletics Director or his or her attorney or representative shall have the right within reasonable limits to question all witnesses who testify orally. The Committee shall arrange for the hearing to be tape-recorded.

6. The Committee will use best efforts to provide an opportunity for the Coach and the Athletics Director, or their attorneys or representatives, to question all witnesses but where this cannot be achieved despite the efforts of the Committee, the identity of any such witnesses not appearing in person or by telephone conference, and any written evidence they may have furnished, shall be disclosed to the Coach and the Athletics Director during the hearing. Subject to these safeguards, written statements may, when necessary, be taken outside the hearing and reported to the Committee. These shall be given due weight in light of the fact that the witnesses will not be available for questioning by the parties.

7. Formal rules of court procedure are not to be followed but the Committee shall exercise reasonable efforts to protect the rights of the parties in the reception of evidence and the conduct of the hearing. The Committee may restrict witnesses, written statements or documentary evidence of the Coach or the Athletics Director if it determines such witnesses, written statements and documents are repetitive, cumulative, or not relevant to the issues being considered.

8. After the hearing the Committee shall arrive at its recommendation (or, in the case of the Chancellor, decision) in private on the basis of the written record, documents, statements and witnesses at the hearing and other matters from the hearing. Before convening in private session to arrive at its recommendation, it shall furnish the Coach and the Athletics Director or their attorneys or representatives the opportunity to make oral statements before the Committee. The Committee may request written arguments if it so desires. The Committee shall proceed to arrive at a recommendation promptly without having the record of the hearing transcribed when it is believed that a fair decision can be reached by this means; or the Committee may await the availability of a transcript of the hearing. The Committee shall make explicit findings with respect to each of the grounds for dismissal presented.

9. Where the matter has been considered by a Committee, the Chancellor shall be notified of the recommendation of the Committee in writing and a copy of the

recommendation shall be furnished at the same time to the Athletics Director and the Coach. The Chancellor shall promptly render a decision in writing after receipt of the Committee's recommendation. If the Chancellor alone has heard the matter, he or she shall make explicit findings with respect to each of the grounds for dismissal presented after the conclusion of the hearing. The decision of the Chancellor shall be final in all respects.