

ARKANSAS STATE UNIVERSITY

Head Football Coach

EMPLOYMENT AGREEMENT

This Employment Agreement is made this 2 day of December, 2010, between Arkansas State University-Jonesboro (the "University") and Hugh Freeze (the "Employee") and it cancels and replaces any and all prior employment agreements between these two parties.

ARTICLE I - PURPOSE

1.01. The University and the Employee have entered into this Employment Agreement because the University desires to hire the Employee with the Employee's assurance that he will serve the entire term of this Employment Agreement. The University and the Employee agree that head coaches of intercollegiate athletic teams at the University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of program performances by the public and the media and control by external rules and regulations. These circumstances justify job security and commitment by the Employee longer than one year but less than a continuous appointment. The Employee desires to obtain the opportunities of employment with the University which are set forth in this Employment Agreement. For these reasons, the University has agreed to employ the Employee and the Employee has promised to be employed by the University upon the following terms and conditions.

ARTICLE II - CONFIDENTIALITY

2.01. It is the desire of the parties that the terms and conditions of this Employment Agreement shall be kept strictly confidential. Thus, each party agrees to keep the terms and conditions of this Employment Agreement confidential and to refrain from disclosing the terms and conditions of this Employment Agreement, unless disclosure by the University is required by law. If disclosure is made, the party disclosing the information shall notify the other party. Furthermore, it is understood and agreed that disagreements between the parties over any term or condition of this Employment Agreement shall be treated confidentially and that the parties and their representatives shall not publicize to any third person, other than immediate family or those participating directly in negotiations over the matter, the fact of a disagreement. This confidentiality agreement shall survive the termination of this contract.

ARTICLE III - POSITION

3.01. Employment as Employee of University.

The Employee is hereby employed by the University. Throughout the term of this Employment Agreement, the Employee shall use his best full-time energies and abilities for the exclusive benefit of the University. The Employee shall serve as the Head Coach of the University's Men's Football Division I-A program and it is the goal of the parties that the Employee shall serve in such position throughout the term

of this Employment Agreement.

3.02. Description of Employee's Responsibilities.

a. **Recognition of Duties.** The Employee agrees to be a loyal employee of the University. The Employee agrees to devote his best efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University. The Employee recognizes that his statements about the University and its administrators are often publicized and he agrees to use his best efforts to keep positive and constructive in tone any public comments he makes about University policies or actions taken by senior administrators. The Employee also agrees that notwithstanding the provisions of Section 5.03, during the term of this Employment Agreement, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of his duties hereunder. The Employee also agrees not to usurp any corporate opportunities of the University.

b. **General Duties and Responsibilities of Employee.** During the period in which the University employs the Employee as Head Coach of the Men's Division I-A Football program, the Employee agrees to undertake and perform properly, efficiently, and to the best of his ability and consonant with the standards of the University all duties and responsibilities attendant to the position of Head Coach of the University's Men's Football program as set forth in Section 3.02c. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association ("NCAA") and all NCAA, conference, and University rules and regulations relating to the conduct and administration of the athletic program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof. In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Director of Intercollegiate Athletics. The Employee agrees to adhere to, to respect and to follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student-athletes for the athletic program. All academic standards, requirements and policies of the University shall also be observed by the Employee and members of his staff at all times and shall not be compromised or violated at any time.

c. **Specific Duties and Responsibilities While Employed as Head Coach of the Men's Football team.** As of the beginning of this Employment Agreement, the duties and responsibilities assigned to the Employee in connection with his position as Head Coach of the Men's Division I-A Football team are as set forth below. This list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Employment Agreement.

- i. **General Description:** The position of Head Coach of the Men's Division I-A Football team is a specialized professional position. By holding this position, Employee is not eligible for tenure. The Employee is responsible for evaluating, recruiting, training and supervising a coaching staff which shall have the responsibility of evaluating, recruiting, training and coaching student-athletes to compete successfully against

major college competition in a quality athletic program.

- ii. **Responsibilities:** In his position as Head Coach of the Men's Division I-A Football team, the Employee is held directly accountable for these general responsibilities relating to the Men's Football program: budget, fund raising and the recruiting, training, supervision, evaluation and performance of the coaching staff.
- iii. **Specific Responsibilities:** This position has these additional specific responsibilities:
 - A. Supervise assistant coaches, including compliance by such coaches with conference and NCAA rules and regulations;
 - B. Communicate with media, alumni and civic groups;
 - C. Work to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community;
 - D. Work within the confines of rules, regulations, guidelines and policies of the University athletic department;
 - E. Keep public statements complimentary to the athletic program and to the University;
 - F. Make every effort, working in cooperation with and support of the University's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met;
 - G. Have complete knowledge of the rules and regulations governing intercollegiate athletic competition and maintain strict compliance therewith by the program;
 - H. Be a disciplinarian but be fair, sympathetic and protective of the student-athletes while motivating them to excellence;
 - I. Maintain a mature and rational attitude, keep emotions in control and downplay defeats;
 - J. Establish and maintain a frequent and systematic program of personal communication with the University's student body.

3.03. Employee May Be Disciplined for Violations of NCAA Rules and Regulations.

If the Employee is found to be in violation of NCAA rules and regulations, whether while employed by

the university or during prior employment at another NCAA member institution, the Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure. The Employee may be suspended for a period of time, without pay, or the employment of the Employee may be terminated as provided in Section 6.01b hereof if the Employee is found to have been involved in serious or intentional violations of NCAA, conference or University rules and regulations.

3.04. Reporting Relationship.

The Employee shall report to the Director of Intercollegiate Athletics or to such other person as may be designated from time to time by the Chancellor of the University as the Employee's reporting supervisor.

The Employee's job duties and responsibilities shall be reviewed and revised from time to time by the Employee's reporting superior, whether it be the Director of Intercollegiate Athletics or some other person. A conference will be conducted with the Director of Intercollegiate Athletics at the close of each season to discuss improvements and enhancements to the program.

As of the beginning of this Employment Agreement, the job duties and responsibilities assigned to the Employee are those set forth in Section 3.02 hereof. At any time during this Agreement, Employee may be reassigned to different job duties at the discretion of the Director of Intercollegiate Athletics or such other person as may be designated by the Chancellor of the University as the Employee's reporting supervisor. The Employee is expected to work closely with a variety of Athletic Department and University staff on all matters affecting the intercollegiate athletic program or otherwise connected with the discharge of his duties as an employee of the University. If items arise that cannot be resolved satisfactorily between the Employee and his reporting superior, and if such items involve significant policy issues, the Employee may have direct access to the Chancellor of the University or the Chancellor's designee. The Chancellor or the designee will decide whether to consider the particular item and any disposition to be made of it.

ARTICLE IV - TERM OF EMPLOYMENT

4.01. Term of Agreement.

The Employee's employment hereunder shall commence December 2, 2010, and shall continue until this Agreement terminates on March 1, 2014; provided that this provision is subject to the terms and conditions of Article VI hereof and subdivision 8.03 concerning termination. This Agreement shall be reviewed each year and a written evaluation prepared by the Director of Intercollegiate Athletics.

Should the Arkansas State University Football team achieve either of the following two conditions during any football season under which this contract is governed, this contract shall automatically be extended by one year:

1. Arkansas State University Football team wins seven regular season games provided at least six wins are against Division I opponents or

2. Arkansas State University Football team wins the conference championship and participates in a NCAA certified bowl game.

ARTICLE V - COMPENSATION

In consideration for the promises he has made in entering into this Employment Agreement, the Employee shall be entitled to the following forms of compensation: guaranteed base salary; fringe benefits; and opportunities to earn outside income or to enter into contracts for outside employment as authorized by NCAA regulations. Each of these items is described below. All payments from the University are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which the Employee is entitled or in which he participates, and are subject to the terms and conditions of Article VI hereof concerning termination of this Agreement.

5.01. Guaranteed Base Salary.

The guaranteed base salary paid by the University to the Employee for services and satisfactory performance of the terms and conditions of this Employment Agreement shall be One Hundred Fifty One Thousand Six Hundred Sixty dollars (\$151,660) payable in monthly installments by the University to the Employee.

5.02 Fringe Benefits

During the term of this Employment Agreement, the University will provide the Employee with the fringe benefits described in this Section 5.02 and no others.

a. **Standard University Fringe Benefits.** The Employee shall be entitled to the standard University fringe benefits appropriate to the Employee's classification, including (among other things) group life insurance, vacation with pay, medical insurance, cellular phone, and retirement contributions. If any benefit is based in whole or in part upon salary paid to the Employee, such consideration shall be made without including any outside income paid in accordance with the provisions set forth in Section 5.03.

b. **Expenses.** The University will reimburse the Employee for travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Agreement. Such reimbursement shall be made in accordance with the standard procedures of the University upon presentation to the University of vouchers or other statements itemizing such expenses in reasonable detail.

c. **Other Benefits.** The University will provide Employee with thirty (30) tickets to home football games for which Employee shall pay any applicable taxes. The University will provide Employee with six (6) tickets to the Athletic Director's end zone suite for which Employee shall pay any applicable taxes. Employee shall have three spaces on all football plane trips. The wives of football coaching staff shall have the opportunity to travel to one away game per season.

5.03 Opportunities to Earn Outside Income.

While the Employee is representing the University as Head Coach of the Men's Football team, he shall have the opportunity to earn outside income as a result thereof, but only upon the following terms and conditions.

- a. **General Provisions Concerning Outside Income.** The following general terms and conditions shall apply to each case in which the Employee seeks to or makes arrangements to earn outside income as a result of his being Head Coach of the Men's Football team.
 - i. **University Obligations Are Primary.** Such outside activities or contracts for outside employment shall not interfere with the full and complete performance by the Employee of his duties and obligations as a University employee, recognizing always that the Employee's primary obligations lie with the University and its students.
 - ii. **NCAA Rules Control.** In no event shall the Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA or any conference in which the University may become a member as now or hereafter enacted. Changes of such legislation, constitution, bylaws, rules and regulations or interpretations thereof shall automatically apply to this Agreement without the necessity of a written modification. Employee will be eligible to receive bonuses within the guidelines of the NCAA regulations.
 - iii. **University Approval Is Required.** The Employee shall obtain the advance written approval of the University Chancellor before entering into such agreements, which approval shall not be unreasonably withheld.
 - iv. **University Is Not Liable.** Such outside activities or contracts for outside employment are independent of the Employee's University employment, are not a part of the duties of employment with the University, and the University shall have no responsibility or liability for any claims arising therefrom.
 - v. **Employee Retains All Revenues.** Except for the limitations on such outside compensation as established by or set forth in this Agreement and in the Constitution, bylaws, rules and regulations and interpretations thereof of the University, any athletic conference in which the University is a member and the NCAA, the Employee shall be entitled to retain all revenue generated by such outside activities.
- b. **Commercial Endorsements.** Subject to the provisions of Section 5.03a hereof, the University and the Employee agree that the Employee may undertake commercial endorsements of products and services in which he identifies himself as the Head Coach of the Men's Football

team during such time as the Employee is assigned to such position but that he may not otherwise associate the University's name with an endorsement and provided that all such endorsements must cease at the termination of this Agreement.

e. **Income From Speeches, Appearances and Written Materials.** Subject to the provisions of Section 5.03a hereof, the Employee shall be entitled to deliver, make and grant public speeches, public appearances and media interviews and to write and release books and magazine and newspaper articles or columns in connection with his position as Head Coach of the University's Men's Football program in compliance with NCAA regulations. The Employee agrees to represent the University professionally in all such matters.

d. **Disclosure of Outside Income.** The Employee shall report annually in writing to the Chancellor of the University through the Director of Intercollegiate Athletics, on or before August 15 of each year, all athletically-related income from sources outside the University including, but not limited to income from annuities, sports camps, housing benefits, complimentary ticket sales, and endorsement or consultation contracts with athletic shoe or apparel or equipment manufacturers or sellers, and the University shall have reasonable access to all records of the Employee necessary to verify such report.

5.04. **Opportunity for Bonus Pay.** Employee shall be eligible for the following bonuses as authorized by NCAA Bylaws, Article 11.

a. Employee shall receive a bonus of \$17,500 for a conference championship and participation in a NCAA sanctioned bowl game.

b. Employee shall receive a bonus of \$5,000 in any year in which he is named conference Coach of the Year.

c. Each assistant coach shall receive a bonus equal to one month's gross salary if the team wins a conference championship and participates in a NCAA sanctioned bowl game.

d. Employee and each assistant coach shall receive a bonus equal to one half of one month's gross salary if the team fails to win the conference championship but participates in a NCAA sanctioned bowl game.

Employee and all assistant coaches shall be disqualified for bonus pay in any year in which any NCAA violation results in any disciplinary action, whether imposed by the NCAA or self-imposed.

ARTICLE VI - TERMINATION

6.01. **Termination By University.**

The Employee recognizes that his promise to remain as a University employee through the entire term of this Employment Agreement is of the essence of this Agreement. It is also recognized, however, that certain limited circumstances may make it appropriate for the University to terminate this Agreement prior to the completion of its entire term. Subject to the provisions of paragraph 8.03, the following provisions shall apply to termination by the University.

- a. **Automatic Termination Upon Death or Disability of Employee.** This Employment Agreement shall terminate automatically if the Employee dies, if the Employee becomes totally disabled within the meaning of the University's disability insurance for employees of the Employee's classification in excess of six (6) months so that he qualifies for salary continuation benefits or if the Employee becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents the Employee, in the sole judgment of the University, from performing his duties under this Agreement for a period of six (6) consecutive months.

If this Agreement is terminated pursuant to this section because of the Employee's death, the Employee's salary and all other benefits shall terminate as of the calendar month in which death or permanent disability occurs, except that the Employee's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the University and due to the Employee thereunder.

- b. **Termination By University for Just Cause.** The University shall have the right to terminate this Employment Agreement for just cause prior to its normal expiration on March 1, 2014. The term "just cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:
 1. deliberate and serious violations of the duties outlined in Section 3.02 of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the Employee's abilities;
 2. violations by the Employee of any of the other terms and conditions of this Agreement;
 3. any conduct of the Employee in violation of any criminal statute or constituting moral turpitude;
 4. a serious or intentional violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the conference or the NCAA which violation may, in the sole judgement of the University, reflect adversely upon the University or its athletic program, including any serious violation which may result in the University being placed on probation by the conference or the NCAA and including any violation which may have occurred during prior employment of the Employee at another NCAA member institution;

5. conduct of the Employee seriously prejudicial to the best interests of the University or its athletic program or which violates any policy or procedure of the University;
 6. prolonged absence from duty without the consent of the Employee's reporting supervisor; or
 7. any cause adequate to sustain the termination of any other University employee.
- c. **Determination of Cause and Employee's Right to University Hearing.** "Just cause" sufficient to satisfy the provision of Section 6.01b hereof shall be determined by the Chancellor of the University or the Chancellor's designee at a pre-termination hearing held for such purpose after five (5) day's prior written notice to the Employee, which notice shall include a statement of the charges against the Employee. The hearing shall consist of an explanation of the University's evidence and an opportunity for the Employee to present his side of the story and shall include the right to have an attorney present to advise the Employee, but not to actively participate in the proceeding. The decision of the Chancellor or the Chancellor's designee at such hearing shall be final.
- d. **University's Obligations Upon Termination for Cause.** In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 6.01b hereof, all obligations of the University to make further payments and/or to provide any other consideration hereunder shall cease. In no case shall the University be liable to the Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from consulting relationships or from any other sources.
- e. **Termination by University Without Cause.** The University shall have the right to terminate this Employment Agreement prior to its normal expiration on March 1, 2014, without cause. Termination "without cause" shall mean termination of this Agreement on any basis other than those set forth in Section 6.01b above and under circumstances in which the University does not exercise its right under Section 3.04 of this Agreement to reassign the Employee to another position as an employee of the University. Termination by the University without cause shall be effectuated by delivering to the Employee written notice of the University's intent to terminate this Agreement without cause. If the University exercises its right under this Section 6.01e to terminate this Agreement without cause, the Employee shall be entitled to damages only as provided for in Section 6.01f below, and the provisions in Article VII hereof concerning restrictions on the Employee's ability to accept competitive employment shall have no further effect.
- f. **Liquidated Damages Upon Termination By University Without Cause.** If the University terminates this Agreement without cause prior to its expiration on March 1, 2014, in accordance with the provisions of Section 6.01e hereof, the University shall pay to the Employee, as liquidated damages an amount equal to the Employee's base salary due under

section 5.01 of this Agreement for the remainder of its term.

The University's obligation shall be paid on a monthly basis pro-rated over the balance of the term of this Agreement and shall be subject to the Employee's duty to mitigate the University's obligation as set forth in Section 6.01g below. The Employee will be entitled to continue his health insurance plan and group life insurance at this own expense as provided by applicable law, but will not be entitled to any other employee benefits except as otherwise provided herein or required by applicable law. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination of this Agreement without cause.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to its natural expiration may cause the Employee to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the University and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for the damages and injury suffered by the Employee because of such termination by the University. The foregoing shall not be, nor construed to be a penalty. The provisions of this Section 6.01f shall be without prejudice to any right the Employee may have under applicable law.

- g. **Mitigation of Damages By Employee If University Terminates Without Cause.** Notwithstanding the provisions of Section 6.01f, the Employee agrees to mitigate the University's obligation to pay liquidated damages under Section 6.01f and to make reasonable and diligent efforts to obtain comparable employment, as soon as reasonably possible after termination of this Agreement by the University without cause. After the Employee obtains such new employment, the University's financial obligations under this Agreement, including Section 6.01f, shall cease if Employee's new salary is equal to or greater than that owed by University as liquidated damages paid on a monthly basis prorated over the balance of the term of this Agreement. If Employee's new salary is less than that owed by University as liquidated damages paid on a monthly basis prorated over the balance of the term of this Agreement, University shall pay employee only that amount which, when added to Employee's new salary, equals the amount owed as liquidated damages paid on a monthly basis prorated over the balance of the term of this Agreement.

6.02 Termination by Employee

Liquidated Damages upon Termination by Employee. Subject to the provisions of paragraph 8.03, the following provisions shall apply to termination by the Employee. Employee shall have the right to terminate this Employment Agreement prior to its normal expiration on March 1,

2014, with or without cause. For the purpose of establishing the date on which liquidated damages become due and owing, "termination" by employee shall be defined as the date on which Employee delivers written notice of termination to the Director of Intercollegiate Athletics or the date Employee announces his intent to terminate his employment, whichever occurs first. If Employee terminates this Agreement without cause prior to March 1, 2012, Employee shall pay to Arkansas State University as liquidated damages the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000) within ten (10) calendar days of termination; if Employee terminates this Agreement on or after March 1, 2012, but before March 1, 2013, Employee shall pay to Arkansas State University as liquidated damages a sum equal to his base salary within ten (10) calendar days of termination; if Employee terminates this agreement on or after March 1, 2013, but before March 1, 2014, Employee shall pay to Arkansas State University as liquidated damages a sum equal to one-half his base salary within ten (10) calendar days of termination.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of the Agreement by the Employee prior to its natural expiration may cause the University to lose certain benefits including reputation and good will and may cause the University to incur expenses to search for and employ another Head Football Coach all of which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the Employee and acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by the University because of such termination by the Employee. The foregoing shall not be, or construed to be, a penalty. The provision of this Section 6.02 shall be without prejudice to any right the University may have under applicable law.

ARTICLE VII - RESTRICTIVE COVENANT

7.01. Restriction on Competition.

The parties agree that should another employment opportunity be presented to the Employee or should the Employee be interested in another position during the term of this Agreement, the Employee must notify the Director of Intercollegiate Athletics of such opportunity or interest and written permission must be given to the Employee by the Director of Intercollegiate Athletics before any discussions can be held by the Employee with the anticipated employment-position principals, which written permission shall not be unreasonably withheld.

ARTICLE VIII - UNIVERSITY'S EDUCATIVE PURPOSE AND SUPPORT OF PROGRAM

8.01. University's Educative Purpose is Primary.

The parties agree that, although this Employment Agreement is sports-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Employment Agreement is educative. Thus, the educative purposes of the University shall have priority in the various provisions of

this Agreement. Examples of how this purpose is to be applied are set forth below.

- a. It is recognized by the parties that a student-athlete may be declared not eligible for competition for academic reasons, because the University believes he would not be an appropriate representative of the University, as a disciplinary sanction under the University's student code, or because the University believes that he is not eligible according to the rules for athletic competition specified by the conference or the NCAA or for similar reasons. In no event shall such an action by the University be considered a breach of this Agreement.
- b. In furtherance of its educative purpose, the University hereby agrees to supply the athletic program with the services of an academic counselor, employed by the University, who shall be available to all student-athletes in the athletic program for tutoring, academic assistance and related matters.

8.02. University's Commitment to Support Program.

The University acknowledges that the success of the Employee in meeting his contractual obligations to develop and maintain as Head Coach of the University's Men's Division I-A Football program at a level that can compete successfully against major college competition is related to the University's level of economic and other support of the athletic program. For that reason, the University agrees that during the term of this Agreement during which the Employee is Head Coach of the University's Men's Division I-A Football program, it will attempt to remain reasonably competitive in all relevant aspects with the other similar athletic programs. Relevant aspects of the athletic program include, but are not limited to, maintenance and improvement where necessary and practicable of physical facilities such as office facilities, locker-room facilities, dining and dormitory facilities, physical training and exercise facilities, economic and personnel support, including a budget sufficient to hire and retain necessary assistant coaches and to cover the expenses associated with recruiting.

8.03. University's Commitment to Maintain Program at NCAA Division I-A Level.

Both parties have entered into this Agreement upon the assumption that the University shall continue to compete in men's football at the NCAA Division I-A level. If, however, the Board of Trustees of the University should vote not to continue to compete at that level, Employee shall be free to terminate employment with the University without any penalty as set out in paragraph 6.02.

ARTICLE IX - MISCELLANEOUS

9.01. Employee Not Entitled to Tenure.

The parties hereby confirm their understanding that the Employee's employment under this Agreement in

the position of Head Coach of the University's Men's Football program or any other position to which the Employee may be assigned in accordance with the terms of Section 3.01 of this Agreement is not a tenure-track position, and will not lead to tenure.

9.02. Coaches and Administrative Staff.

The Employee shall have the authority to recommend the hiring and termination of coaches and administrative staff members for the men's football program subject to the approval of the Director of Intercollegiate Athletics. All coaches and administrative staff members shall be University employees. It is understood that coaches and staff members are immediately responsible to the Employee, who will assign the duties of each of the coaches and staff members, and that the Employee is responsible for the activities of such coaches and staff members as those activities relate to the educative purposes and the athletic interests of the University. It is further understood, however, that the Employee and the coaches and administrative staff are responsible to the Director of Intercollegiate Athletics for compliance with the policies of the University, including its Athletic Department, and the rules and regulations of any conference in which the University may become a member and the constitution, bylaws, rules, regulations and all official interpretations thereof of the NCAA and the conference, as may be in effect from time to time.

9.03. Scheduling.

The Director of Intercollegiate Athletics or his designee shall schedule all athletics program contests and shall use his best efforts to ensure that the schedules of all athletics programs of the University allow the athletics program to meet and maintain the University's objectives in all intercollegiate athletics.

9.04. Compensation Conditional.

The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by the University's governing body, and the availability of sufficient funds within the University's and Athletic Department's budget to pay such compensation. The payment of bonuses is conditional upon such funds being available from an outside individual, group, or agency as authorized by NCAA bylaws.

9.05. Requirement of University Signature and Approval.

It is understood and agreed that this Agreement shall not be effective until signed by the Chancellor on behalf of the University.

9.06. Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, and the laws of the State of Arkansas shall govern the validity, performance and enforcement of this Agreement.

9.07. Assignment of Agreement.

The Employee's rights and interests under this Agreement may not be assigned, pledged or encumbered by the Employee.

9.08. Merger Clause.

This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of the Employee by the University and supersedes all prior understandings and agreements, oral or written, regarding the Employee's employment by the University.

9.09. Amendments to Agreement.

This Agreement may be amended or extended at any time only by a written instrument duly approved by the University through its designated representative and accepted by the Employee, such approval and acceptance to be acknowledged in writing, except that the foregoing shall not apply to increases in compensation and/or enhancements of fringe benefits which may be accomplished at any time by written notice without the necessity for written modification or amendment to this Agreement.

9.10. Severability.

If any provision or provisions hereof, shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

9.11. No Waiver of Default.

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

9.12. Acknowledgment.

The Employee acknowledges that he has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and he agrees to abide by this Agreement and the term and conditions set forth herein.

9.13. Indemnification of University.

The Employee agrees to hold harmless and indemnify the University from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of this Agreement, except such suits, claims or demands in which the Employee seeks to compel the University to comply with its obligations hereunder or in which the Employee seeks to enforce any remedies he may have hereunder.

9.14. University Retains All Materials and Records.

All materials or articles of information, including, without limitation, personnel records, recruiting records, program information, films, statistics or any other material or data furnished to the Employee by the University or developed by the Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Employee's employment hereunder are and shall remain the sole and confidential property of the University. Within five (5) days of the expiration of the term of this agreement or its earlier termination as provided herein, the Employee shall immediately cause any such material in his possession or control to be delivered to the University.

9.15. Employee Will Not Incur University Indebtedness.

It is mutually agreed and understood that the Employee shall not incur any indebtedness for or on behalf of the University without first securing the approval of the Director of Intercollegiate Athletics.

9.16. "Force Majeure" Clause.

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

9.17. Governmental Immunity Not Waived.

It is expressly agreed and understood between the parties that the University is an agency of the State of Arkansas and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of its right to claim such exemptions, privileges and immunities as may be provided by law.

9.18. Employee Will Not Make Investments Inconsistent With University's Objectives.

During the period of employment hereunder, the Employee shall not make or continue to hold any investment in or be associated with any enterprise which could be deemed to be inconsistent with the University's objectives and philosophies or with the University's intercollegiate athletic program, without having first obtained the approval of the University's Chancellor.

9.19. Notices.

Any notice or other communication which may or is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail,

postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

If to the Employee: Hugh Freeze
4904 Rockport Drive
Jonesboro, Arkansas 72404


If to the University: Office of the Chancellor
P.O. Box 600
State University, Arkansas 72467

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement or caused this Agreement to be executed the day and year first written above, intending to be legally bound by its provisions.

Arkansas State University

By: 
G. Daniel Howard, Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the policies, rules and regulations prescribed by the trustees and administrators of Arkansas State University.


Hugh Freeze

Dated: 3/29/2011



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: Thomas Allen

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Assistant Football Coach at an annual salary rate of \$65,000.00, one-twelfth of which is payable for each calendar month of employment. Employment begins January 6, 2011, and terminates December 31, 2011.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University-Jonesboro. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.

As stipulated by regulations of the NCAA, all athletically related income from sources outside the institution (including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically related activities. Approval is hereby given to earn up to \$500 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.


This 13th day of January 2011.

Arkansas State University


Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations prescribed by the trustees and administrators of Arkansas State University.

1/31/11
Date


Appointee



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: Corey Batton

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Assistant Football Coach at an annual salary rate of \$68,300.00, one-twelfth of which is payable for each calendar month of employment. Employment begins March 1, 2011, and terminates February 29, 2012.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University, Jonesboro. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.

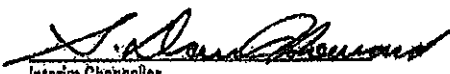
As stipulated by regulations of the NCAA, all athletically-related income from sources outside the institution (including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically-related activities. Approval is hereby given to earn up to \$600 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.

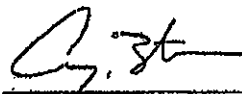
This 28th day of February 2011.

Arkansas State University


Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations prescribed by the trustees and administrators of Arkansas State University.

3/13/2011
Date


Appointed



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: David Gunn

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Assistant Football Coach at an annual salary rate of \$69,669.00, one-twelfth of which is payable for each calendar month of employment. Employment begins March 1, 2011, and terminates February 29, 2012.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University-Jonesboro. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.

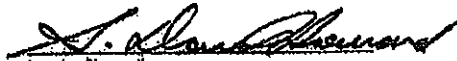
As stipulated by regulations of the NCAA, all athletically-related income from sources outside the institution (including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically-related activities. Approval is hereby given to earn up to \$500 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.


This 28th day of February 2011.

Arkansas State University


Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations proscribed by the trustees and administrators of Arkansas State University.

MARCH 14, 2011
Date


Appointee



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: Maurice Harris

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Assistant Football Coach at an annual salary rate of \$61,890.00, one-twelfth of which is payable for each calendar month of employment. Employment begins March 1, 2011, and terminates February 29, 2012.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University-Jonesboro. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.

As stipulated by regulations of the NCAA, all athletically related income from sources outside the institution (including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically-related activities. Approval is hereby given to earn up to \$600 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.

This 28th day of February 2011.

Arkansas State University

Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations prescribed by the trustees and administrators of Arkansas State University.

3/19/11
Date

Appointee



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: Grant Heard

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Assistant Football Coach at an annual salary rate of \$64,000.00, one-twelfth of which is payable for each calendar month of employment. Employment begins March 1, 2011, and terminates December 31, 2011.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University-Jonesboro. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.

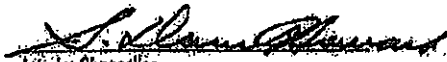
As stipulated by regulations of the NCAA, all athletically-related income from sources outside the institution (including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel, or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically-related activities. Approval is hereby given to earn up to \$600 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.

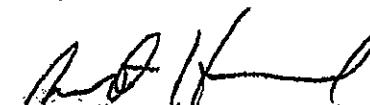
This 7th day of March 2011.

Arkansas State University


Jeffrey M. Howard
Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations prescribed by the trustees and administrators of Arkansas State University.

3-19-11
Date


Appointee



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: Darren Hiller

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Assistant Football Coach at an annual salary rate of \$66,238.00, one-twelfth of which is payable for each calendar month of employment. Employment begins March 1, 2011, and terminates February 29, 2012.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University-Jonesboro. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.

As stipulated by regulations of the NCAA, all athletically-related income from sources outside the institution (including, but not limited to, income from autographs, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically-related activities. Approval is hereby given to earn up to \$500 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.

This 28th day of February 2011.

Arkansas State University

[Signature]
Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations prescribed by the trustees and administrators of Arkansas State University.

3-9-11

Date

[Signature]
Appointee



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: Christopher Kiffin

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Assistant Football Coach at an annual salary rate of \$66,000.00, one-twelfth of which is payable for each calendar month of employment. Employment begins March 1, 2011, and terminates December 31, 2011.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University-Jonesboro. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.

As stipulated by regulations of the NCAA, all athletically-related income from sources outside the institution (including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletes, shoe, apparel or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically-related activities. Approval is hereby given to earn up to \$600 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.

This 7th day of March 2011.

Arkansas State University

[Signature]
Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations prescribed by the trustees and administrators of Arkansas State University.

3/10/11

Date

[Signature]
Appointee



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: William Tyler Siskey

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Assistant Football Coach at an annual salary rate of \$60,302.00, one-twelfth of which is payable for each calendar month of employment. Employment begins March 1, 2011, and terminates February 28, 2012.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.

As stipulated by regulations of the NCAA, all athletically-related income from sources outside the institution (including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically-related activities. Approval is hereby given to earn up to \$600 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.


This 28th day of February 2011.

Arkansas State University


Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations prescribed by the trustees and administrators of Arkansas State University.

3/9/11
Date


Appointee



OFFICIAL APPOINTMENT TO NON-TENURED POSITION

TO: Robert Wommack

Under the authority of the Board of Trustees of Arkansas State University, you are hereby appointed to the position of Defensive Coordinator at an annual salary rate of \$90,000.00, one-twelfth of which is payable for each calendar month of employment. Employment begins February 16, 2011, and terminates December 31, 2011.

Appointments to positions and promises concerning reappointments, promotions, salary increases, etc., are authoritative only when made in writing and executed by the chancellor of Arkansas State University-Jonesboro. This is not a faculty appointment and its fulfillment does not entitle you to credit toward tenure should subsequent faculty appointments be made.

Salary withholdings will be made as required by law to provide for the appropriated retirement system, social security, and group insurance programs where applicable. During this contractual period, vacation and sick leave shall accrue and be used in accordance with university policy. Employees must obtain approval from the appropriate supervisor before taking vacation leave.

It is acknowledged by the parties to this contract that the athletic program of the university shall at all times be operated within the rules of the National Collegiate Athletic Association (NCAA). In accepting this appointment, you agree to abide by the rules of the NCAA and to take affirmative action to assure that no violations occur. In the event you are found to have violated NCAA rules or to have failed to prevent a violation of NCAA rules which were known to you or about which you should have known, you are subject to a number of disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including, but not limited to, suspension without pay and immediate termination for deliberate and serious violations of NCAA regulations as may be recommended by the director of intercollegiate athletics and approved by the chancellor. Further, this contract may be terminated at any time for admission and/or conviction of a felonious act, incidents of moral turpitude, professional incompetence, unprofessional conduct, insubordination, or the neglect of professional obligations.


As stipulated by regulations of the NCAA, all athletically-related income from sources outside the institution (including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoes, apparel or equipment manufacturers or other business entities) must receive prior annual written approval and must be annually reported. Provided, however, that it is the policy of Arkansas State University that all athletics department staff may earn additional income through participation in athletically-related activities. Approval is hereby given to earn up to \$600 per event without the necessity of seeking additional approval. Income earned through such activities must be reported annually.

At any time during this contract and for the remainder of its term, you may be assigned, at the discretion of the director of intercollegiate athletics, to perform duties other than those normally associated with the position to which you are appointed. Such reassignment may be made with or without just cause shown.

This contract takes precedence over any agreements or contracts made prior to this date.

This 7th day of March 2011.

Arkansas State University


Interim Chancellor

I hereby accept the provisions of the above appointment and agree to abide by the regulations prescribed by the trustees and administrators of Arkansas State University.

Date

3/10/11

Appointee

