



PERSONAL SERVICES AGREEMENT

This Personal Services Agreement is made and entered into on this 30th day of January, 2015, by and between Arkansas State University Red Wolves Foundation, Inc., an Arkansas non-Profit corporation, (hereinafter known as The Red Wolves Foundation) and Terry Mohajir.

Introductory Provisions

- A. The Red Wolves Foundation is involved in the raising of funds from donors for the furtherance of the athletic programs of Arkansas State University including, but not being limited to, scholarships, gifts to Arkansas State University for the athletic department, and other projects.
- B. The Red Wolves Foundation relies heavily and extensively upon known coaches and athletic personalities in addition to its own staff to give speeches before various booster groups, to attend Red Wolves Foundation meeting, to make public appearances before other organizations, and to participate in various fund raising activities on behalf of The Red Wolves Foundation.
- C. Terry Mohajir is the Director of Athletics for Arkansas State University and has a well-known reputation among supporters of The Red Wolves Foundation.
- D. The Red Wolves Foundation desires to obtain the services of Terry Mohajir for speaking engagements, public appearances, and fund raising efforts for promotion and advancement of Arkansas State University athletics and The Red Wolves Foundation due to his well-known reputation.
- E. Personal service agreements are specifically sanctioned and authorized by the National Collegiate Athletic Association.

NOW; therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

1. The Red Wolves Foundation desires to obtain the services of Terry Mohajir and Terry Mohajir desires to provide The Red Wolves Foundation his services by speaking at Red Wolves Foundation meetings, fund raising, making public appearances before service clubs, making public appearances for promotion and advancement of Arkansas State University athletics and The Red Wolves Foundation and any and all

other public appearances requested by The Red Wolves Foundation beginning on the signing date of this agreement and continuing through June 30, 2019. The Red Wolves Foundation agrees to pay all reasonable expenses incurred by Terry Mohajir in making such appearances.

2. Both The Red Wolves Foundation and Terry Mohajir agree that The Red Wolves Foundation will assign the engagements that Terry Mohajir is to perform for The Red Wolves Foundation. The Red Wolves Foundation; however, acknowledges that it will first clear all appearances, speaking events or fund raising activities with Terry Mohajir so as to coordinate those engagements with Terry Mohajir's schedule and The Red Wolves Foundation agrees that any scheduling that it does for Terry Mohajir shall not in any way interfere with duties and responsibilities as Director of Athletics at Arkansas State University and that said duties and job responsibilities will take priority over the services that are to be performed for The Red Wolves Foundation.
3. Terry Mohajir further acknowledges that all services that he renders on behalf of The Red Wolves Foundation will be on his own time and not time which is being paid by Arkansas State University or the State of Arkansas, and if he performs any services during the normal working hours required by Arkansas State University or the State of Arkansas, he agrees to first make satisfactory arrangements with the Arkansas State University Athletics Department for the hours he is not working on Arkansas State University business prior to agreeing to provide any services on behalf of The Red Wolves Foundation.
4. The Red Wolves Foundation and Terry Mohajir both acknowledge that the relationship between The Red Wolves Foundation and Terry Mohajir is that of an independent contractor agreement.
5. The Red Wolves Foundation desires that Terry Mohajir have total income from state and private sources (excluding any bonuses or other nonrecurring income provided for herein and excluding any income gained through contracts with other entities) for each year of the term of this contract in the amount of Two Hundred Ninety Thousand Dollars (\$290,000.00). The Red Wolves Foundation is aware that Arkansas State University is restricted by paying the line item maximum as authorized by the Arkansas legislature for each year of Terry Mohajir's contract with the University. In return for the services rendered by Terry Mohajir, The Red Wolves Foundation shall pay to Terry Mohajir and Terry Mohajir shall accept from The Red Wolves Foundation, an amount sufficient in each year of this contract to equal Two Hundred Ninety Thousand Dollars (\$290,000.00) when combined with the line item maximum salary paid by Arkansas State University. Said payments from The Red Wolves Foundation to be made in

24 equal installments to coincide with the University's pay schedule for each year of this contract. In the event a state or institutionally mandated salary cut occurs, the obligation of this contract shall be reduced in the same proportion as the salary cut reducing the total income to be achieved through this Agreement. In the event a state or institutionally mandated salary freeze occurs, the obligation of this contract shall be reduced in the same proportion as the salary freeze reducing the total income to be achieved through this Agreement.

6. The Red Wolves Foundation shall pay Terry Mohajir and Terry Mohajir shall accept from The Red Wolves Foundation the following payments for his personal services:
 - A. The sum of \$20,000.00 per year payable for each year that The Red Wolves Foundation total revenues exceed \$1,500,000 excluding any interest earned on endowments or investments. Said sum should be payable within 30 days of the issuance of the independent auditor's report for The Red Wolves Foundation for each fiscal year or by November 1 of each year, whichever occurs first;
 - B. The sum of \$10,000.00 per year for each year that the Arkansas State University student-athlete six-year graduation rate exceeds 60-percent;
 - C. A courtesy vehicle if available or a stipend of \$400.00 at the beginning of each month;
 - D. A family country club membership if available or an allowance of \$4,000.00 (minimum depending on the dues of the club) per year;
 - E. The sum of \$5,000.00 for each year that the men's or women's basketball team makes an NCAA tournament appearance;
 - F. The sum of \$5,000.00 for each year that the football team wins a Sun Belt Conference Championship or attends a post-season bowl game;
 - G. The sum of \$5,000.00 for each year the baseball team appears in the NCAA Tournament;
 - H. The sum of \$5,000.00 for each year the women's volleyball team appears in the NCAA Tournament; and,
 - I. The sum of \$5,000.00 for each year the women's soccer team appears in the NCAA Tournament.
 - J. An additional sum of \$5,000.00 for each year that the men's or women's basketball team makes it to the Sweet 16;
 - K. An additional sum of \$10,000.00 for each year that the men's or women's basketball team makes it to the Final Four;
 - L. An additional sum of \$5,000.00 for each year that the football team makes it to a bowl game that has minimum announced payout of \$1.5 Million;

M. An additional sum of \$25,000.00 for each year the football team makes it to a CFP Contract Bowl game;

Except for subparagraphs C and D, the above compensation shall be earned and shall accrue to Terry Mohajir on the date that the respective criteria is achieved or capable determination, whichever occurs earlier. Such amounts shall be paid to Terry Mohajir on or before June 30th of each year or as set forth therein. Compensation due pursuant to subparagraphs C and D above shall be earned by and accrue to Terry Mohajir each month that this contract is in effect. Said amounts shall be paid to Terry Mohajir monthly.

7. If at any time during the term of this agreement Terry Mohajir is terminated by the University with cause as Director of Athletics, then this agreement shall become null and void and The Red Wolves Foundation shall not be required to honor any terms under this agreement as of the date of termination.
8. If at any time during the term of this agreement Terry Mohajir is terminated by the University without cause as Director of Athletics, then this agreement shall pay Terry Mohajir the difference from the University line item maximum to the total annual salary for the term of this contract.
9. If Terry Mohajir voluntarily terminates his position with Arkansas State University, then this agreement shall become null and void and The Red Wolves Foundation shall not be required to honor any terms under this agreement as of the date of his voluntary termination.
10. If any provision of this agreement is declared invalid or enforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. Notwithstanding, the unenforceability or invalidity of any provision shall not affect any other provision of this agreement, and this agreement shall continue in full force and effect and be construed and enforced as is such provision had not been included or had been modified as above provided as the case may be.
11. This agreement is governed by and shall construed and enforced under the laws of the State of Arkansas and venue for this agreement shall lie with the courts of Craighead County, Arkansas.
12. This agreement binds and it is for the benefit of The Red Wolves Foundation, its successors, assigns and legal representatives.

13. No waiver, discharge, or modification of a provision of this agreement is valid unless it is evidenced by a writing signed by or on behalf of the party against whom the waiver, discharge or modification is sought to be enforced. The failure of any party to require performance by the other party of any provision of this agreement should 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 is not a waiver of any other breach of the provision or waiver of provision.
14. Each party warrants and represents that they have full right, power and authority to enter into this agreement and make the agreements contained herein.
15. Time is of the essence to this agreement.
16. The contract is entered into between The Red Wolves Foundation and Terry Mohajir. The obligations of Terry Mohajir under this agreement are enforceable against Terry Mohajir which agrees to be bound by the terms of this agreement. Payments under this agreement are due and payable to Terry Mohajir and Terry Mohajir agrees to make himself available for the purposes and on the terms set forth herein.
17. This agreement contains the entire agreement between the parties and supersedes any prior contemporaneous agreements or representations, oral or written, between them.

This agreement may not be modified or changed, nor may the terms of this agreement be extended except by written instrument signed by both parties.

IN WITNESS HEREOF, this agreement is made and entered into on this 30th day of January, 2015.

Director of Athletics


Terry Mohajir

Arkansas State University Red Wolves Foundation, Inc.


President


The Red Wolves Foundation Director