

**UNIVERSITY OF ARKANSAS HEAD FOOTBALL COACH**  
**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, Department of Athletics ("UA"), and Chad Morris ("Coach").

**W I T N E S S E T H**

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 Head Football Coach is an important leader, educator, and professional of the Razorback Football Program who plays a critical role in fulfilling the mission of the Athletic Department in assisting student-athletes achieve their full potential academically and athletically and in becoming productive adults who make positive lifelong contributions to their communities and society; 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, intending to be legally bound, covenant and agree as follows.

1. Employment Period. The University hereby employs Coach as Head Football Coach at UA for the period beginning on December 5, 2017 and ending on December 31, 2023 (the "Term"), subject to the terms and conditions herein set forth. In the event this Agreement is extended upon the mutual written agreement of the parties, the period of the extension shall be included within the meaning of the word "Term" for purposes of this Agreement and subject to all terms and conditions herein set forth. Coach hereby accepts such employment for such period subject to the terms and conditions set forth herein. Coach understands and agrees that the position of Head Football Coach is not a tenured position under Board of Trustees Policy 405.1, and Coach's employment is subject to the terms and conditions of this Agreement and the policies of the Athletic Department, the University and the Board of Trustees.

2. Duties and Authority. Coach will carry out the essential duties and responsibilities of the position of Head Football Coach, and he will direct the intercollegiate Football Program of UA in keeping with its traditions and policies established by the University, the President, Chancellor, Vice Chancellor and Director of Athletics ("Director of Athletics")

and the rules and regulations of The National Collegiate Athletic Association ("NCAA") and the Southeastern Conference ("SEC"). Coach covenants and agrees to be a loyal employee of the University. Coach acknowledges and agrees that (i) a specifically identified breach of this Agreement, (ii) refusal to perform his assigned responsibilities, or (iii) misconduct of any kind may result in appropriate disciplinary or corrective action. Coach is responsible for using his best reasonable efforts to maintain good public relations and sound alumni relations, and for promoting and participating in various alumni and other events that support the Football Program and/or Razorback Athletics at the request of the Chancellor or the Director of Athletics.

Coach shall have the duty and responsibility for the planning, supervision and coordination of all aspects of the intercollegiate Football Program at UA, and the essential functions of his position shall include, but are not limited to, the following:

- (a) Coach shall perform all duties and responsibilities ordinarily associated with and performed by a head football coach at a member institution of the SEC or other major NCAA Division I institution, as well as all job responsibilities set forth in this Agreement and related duties as reasonably assigned by the Director of Athletics, including, without limitation, developing, teaching, evaluating, recruiting, coaching, disciplining, and supervising student-athletes in practices, games, and in off-field and off-season training and activities; assisting in the development and implementation of recruiting plans and strategies; and in developing and leading a stable and successful football program. In carrying out these responsibilities, Coach's objective shall be to prepare the football program to compete successfully in the SEC and against major college competition on a national level.
- (b) Subject to the budgetary limitations of the UA, the policies and procedures of the Board and UA, and the consent and prior written approval of the Director of Athletics, which shall not be unreasonably withheld, Coach shall have authority to select, employ, and terminate assistant football coaches, offensive and defensive coordinators and position coaches, football strength coaches, graduate assistants and all other football staff ("Football Personnel"). Coach shall have the authority and responsibility to assign duties and supervise the performance of the Football Personnel and any other employees who report, directly or indirectly to him.

No Football Personnel shall be employed by the UA until after the Director of Athletics receives a favorable clearance for that person from the NCAA and the SEC. Coach shall be responsible to notify the Director of Athletics of a candidate for any such position, and the Director of Athletics, 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 Football Personnel or any other employee assigned to work with the Football Program without the prior written approval of the Director of Athletics. Coach shall not violate the rules of the NCAA, the SEC, the University or any applicable state ethics laws by knowingly permitting, encouraging, or condoning the solicitation or acceptance by any Football Personnel, 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.

(c) Coach shall: (i) serve as a host of the University’s weekly coach’s television show during football season (including serving as a host for any pre-season, post-season or other special shows as determined by the Athletic Department); (ii) conduct all radio interviews as reasonably requested by the Athletic Department, including, but not limited to, pre-game, post-game, and weekly radio interviews; (iii) serve as the host of a one-hour radio program each week during the football season; and (iv) participate, as reasonably assigned by the Director of Athletics, in all other forms of programming in all media now existing or hereafter created, including, but not limited to, Internet programming, podcasts, recorded pre-game public service announcements, and other special programming (collectively, the “Programming”).

(d) Coach shall engage in reasonable and appropriate efforts to abide by and comply with all current and future “Governing Athletic Rules” (as defined herein) and work 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 current 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, including, but not limited to, any 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 the 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 Director of Athletics and the Senior Associate Athletic Director for Compliance. The University covenants and agrees to designate an Athletic Department employee as Compliance Officer, part of whose duties will be to assist Coach in fulfilling his obligations under this provision and to respond to questions concerning compliance matters. Coach covenants and agrees to cooperate with such Compliance Officer in compliance matters. If Coach is found to be in violation of the Governing Athletic Rules while employed by the University, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures and subject to other disciplinary action and/or termination as permitted under this Agreement.

- (e) Coach shall exercise due care to avoid inappropriate involvement by himself or any individual (including, but not limited to, student-athletes) under his supervision with non-employee “representatives of the institution’s athletic interests,” which is contrary to the Governing Athletic Rules. The University shall notify Coach of any concerns that it may have regarding such involvement.
- (f) Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by the Governing Athletic Rules over every aspect of the Football Program. Coach agrees to recognize and respect the reporting relationships and the organizational structure of the University.
- (g) Coach shall make recommendations to the Director of Athletics with respect to the scheduling (including dates, places and times) of all UA’s football games and the selection of the opponent for each game. The Director of Athletics shall give serious consideration to Coach’s recommendations, but the Director of Athletics shall have the sole responsibility and discretion to approve all opponents subject to any applicable requirements or approval rights of the SEC.
- (h) Coach shall work 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 UA’s football team, which shall include achieving reasonable goals for graduation and other academic achievement of student-athletes established by the Director of Athletics annually.
- (i) Coach shall assist, as reasonably requested by the Director of Athletics, in fundraising activities for the benefit of the Razorback Football Program. In the event that Coach believes that any such athletically-related duties conflict with Coach’s other duties and responsibilities, Coach shall notify the Director of Athletics, and the Coach and Director of Athletics shall cooperate in good faith to resolve any conflicts.
- (j) Coach shall perform other athletically-related duties that the Director of Athletics 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 UA, and shall cooperate 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 Director of Athletics, and the Coach and Director of Athletics shall cooperate in good faith to resolve any conflicts.
- (k) Coach shall serve as the leader of the Razorback Football Program and shall maintain a high standard of conduct to act as a role model for the football student-athletes.
- (l) Coach shall assist the Director of Athletics, as reasonably requested thereto, in achieving the goals and objectives of the UA.
- (m) 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 Director of Athletics 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 hire, retain, promote, grant a salary increase or any other matter affecting any such individual's employment, including, without limitation, performing or having the Director of Athletics' designee perform an annual evaluation; provided, however, that Coach shall have the right to make recommendations regarding all such matters to the Director of Athletics subject to the condition precedent that the person's assigned duties and responsibilities are within the Football Program.

(n) Notwithstanding the language contained herein, the University acknowledges and agrees that Coach's primary responsibilities shall be the management, operation and promotion of the Razorback Football Program and those activities generally associated with being the Head Coach of a Division I collegiate football team, including but not limited to, the academic performance, conduct and safety of its student-athletes, budgetary oversight, team travel and lodging, assist with public and donor relations, on-field performance of the football team, practice, recruiting, training, game-planning, game-management, staff management, NCAA compliance, and other similar activities commensurate with the management, operation and promotion of the Razorback Football Program. As such, the University agrees that any requests for Coach's participation in activities not related to Coach's primary responsibilities shall be reasonable in scope, length, and frequency, and shall not usurp or conflict with such primary responsibilities. In the event that Coach believes that any requests for Coach's participation in activities not related to Coach's primary responsibilities conflict with Coach's primary responsibilities, Coach shall notify the Director of Athletics, and the Coach and Director of Athletics shall cooperate in good faith to resolve any conflicts.

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 additional amounts over the line-item salary solely from private funds and funds generated by contracts with vendors of athletic apparel, shoes, and multimedia rights. 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 on an annual basis solely from private funds and funds generated by contracts with vendors of athletic apparel, shoes, and multimedia rights.

(a) University Salary. Coach's University Salary as Head Football Coach of the UA shall be Five Hundred Thousand and No/100 Dollars (\$500,000.00) annually ("University Salary"), subject to all applicable state and federal tax reporting and withholding requirements. Coach's University Salary shall be paid in equal monthly installments on the last working day of each month (with any partial month being prorated) and consistent

with the University's routine payroll cycle. The funding for Coach's University Salary shall be a combination of non-taxpayer, self-generated Athletic Department funds, as well as private funds donated to the University and those generated by contracts with vendors of athletic apparel, shoes, and multimedia rights agreements for all amounts in excess of Coach's line-item maximum salary.

(b) Other Compensation. In addition to Coach's University Salary, Coach will receive additional compensation in the amount of Three Million and No/100 Dollars (\$3,000,000.00) annually ("Other Compensation"). These amounts shall be paid in twelve (12) equal monthly installments on the last day of each calendar month during the Term (with any partial month being prorated) and consistent with the University's routine payroll cycle. The funding for these amounts shall be a combination of non-taxpayer, self-generated UA funds generated by contracts with vendors of athletic apparel, shoes, and multimedia rights agreements and shall be compensation for performance of speaking engagements, television and radio appearances, sponsorship and all other obligations as set forth in this Agreement.

(c) Retention Payments. In addition to Coach's University Salary and Other Compensation, Coach shall be eligible for three (3) retention payments ("Retention Payments"), each such payment in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), subject to all applicable state and federal tax reporting and withholding requirements, payable on February 15, 2019, on February 15, 2021, and on February 15, 2023. Payment of these Retention Payments is subject to the conditions precedent that Coach is employed by the University on the date that each payment is due, no significant NCAA violations have occurred for which Coach is responsible in the football program during Coach's employment, and that the University is not on probation for NCAA violations that occurred in the football program during Coach's employment. If alleged significant NCAA violations attributable to Coach, his staff or someone acting on their behalf, are under investigation by either the University, the NCAA or a third party, then Retention Payments may be withheld by the University pending the outcome of the matter. Such payments, paid with private funds, are one-time payments that are not added to, or considered a part of, Coach's University Salary or Other Compensation.

(d) Incentive Payments. Coach shall also be entitled to performance incentive compensation that, if achieved, shall not exceed a total of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) during each year of the Term ("Incentive Payments"). The Incentive Payments are subject to provisions of applicable law, for Athletic Achievements as set forth in Exhibit A, and Academic Achievements as set forth in Exhibit B. Exhibits A and B are attached hereto, incorporated herein by reference, and outline the terms and conditions for such incentive compensation which shall also be governed by and included within this Agreement.

4. Payment to Previous Employer. The University will pay (using legally permissible funds) Coach's former employer a sum not to exceed a total of Two Million and No/100 Dollars (\$2,000,000.00) if required under the terms of Coach's employment contract with his previous employer. The University considers this payment to be taxable wages for tax withholding and

reporting purposes. Consistent with that determination, the University will make timely deposits with appropriate taxing authorities of all amounts required to be withheld as taxes with respect to Coach as a result of making any such payment. The University will neutralize to zero (0) dollars the actual tax impact of such payment on Coach to enable Coach to avoid any undue burdens or distractions in connection with the performance of his duties as Head Football Coach at the UA. With regard to the University's commitment to undertake this obligation, the parties expressly agree and intend that the University or Coach will not benefit financially to the extent there is a difference between (a) the amount of withheld taxes and (b) the amount of tax liability incurred by Coach. With respect to this liability, which is attributable to the University making any such payment, Coach agrees to claim all deductions allowable under applicable tax laws, including any applicable deductions relating to the amount paid by the University to satisfy any portion of Coach's employment agreement with his previous employer. Depending on the timing of any such payment by the University, Coach and/or Coach's advisors agree to review Coach's pertinent tax information, including any signed federal and state income tax returns necessary, and either the University or Coach will pay the other party, as the case may be, such amount as is necessary to effectuate this mutually desired benefit, with such payment being made no later than December 31, 2018. Notwithstanding any provision in this offer, Coach agrees to be solely responsible for any tax reporting obligations, and any non-financial consequences thereof, if any, which are required by any taxing authority as a result of any payment made by the University, and agrees that neither the University nor its officials has made any representations regarding the tax treatment of these sums beyond what is contained herein. Coach represents and warrants to the University that his acceptance of the position of Head Football Coach at the UA and his performance of the duties of this position will not violate any other contract or obligation to any other party.

5. Benefits. During the Term of the Agreement, the University will provide Coach with the employment benefits described in this provision and no others. Coach shall be entitled to the following benefits then currently provided to other similarly situated non-classified, non-academic employees: major medical and employer furnished and optional life insurance; employer furnished and optional long-term disability insurance; University contribution to an approved retirement program; sick leave; tuition reduction for Coach and his legal dependents; and such other benefits currently provided for non-classified, non-academic employees of the University, excluding annual leave, as may be approved from time-to-time by the Board. In the event of any conflict between the terms and provisions of this Agreement and the University's Staff Handbook or other policies, the terms and provisions of this Agreement shall control and take precedence.

6. Automobiles. Coach will be furnished with the use of two (2) loaned vehicles similar in terms of make and model to the type of vehicle loaned to other head coaches, and if possible, is acceptable to Coach's reasonable request and which is provided to UA by supporters of UA's athletics programs. UA shall withhold from Coach's compensation applicable federal and state taxes on the use of such vehicles as required by the IRS and applicable law. Coach shall be responsible for following the departmental policy for loaned vehicles, including providing periodic reports of vehicle information as requested by the Athletic Department. Coach shall be required to pay expenses of maintenance, operation and insurance of the loaned vehicles. 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. In the event the loaner vehicle

program ends, the University shall no longer be responsible to provide a vehicle; provided, however, that in the event the loaner vehicle program ends, the University shall provide an annual or monthly vehicle stipend to Coach in an amount at least comparable to the fair market value of the vehicles Coach utilized as part of the loaner vehicle program prior to its end. In such event, Coach shall be responsible for all applicable state and federal taxes, and the University shall withhold any such amounts required by law.

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 skybox suite with twelve (12) seats in Donald W. Reynolds Stadium in Fayetteville, Arkansas and War Memorial Stadium in Little Rock, Arkansas, to all Razorback home football games; and (b) twenty (20) complimentary tickets for each Razorback home football game with seat locations to be determined in the University's discretion. As required by the law, the University shall withhold all applicable federal and state taxes arising under the benefits provided in this provision.

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. 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. In the event such club memberships are not made available to the University for the benefit of its coaches, Coach shall be entitled to one comparable club membership at his choice and discretion; 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 University shall not be responsible for any monthly food minimums or purchases of goods and services at any club. As required by the law, the University shall withhold all applicable federal and state taxes on the cost of any such memberships.

9. Summer Camps. In accordance with Ark. Code Ann. § 6-62-401, Board of Trustees Policy 1715.1, and subject to the execution of the UA's Sports Camp Agreement available upon request, UA hereby grants Coach (and/or any corporate entity owned by Coach for the purpose of operating the summer camps) permission to conduct a summer football camp for private compensation on and in campus facilities. If requested, Coach shall provide all information necessary to enable the Board to make the express findings of fact required by Ark. Code Ann. § 6-62-401. The charges paid to UA 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 Director of Athletics taking into consideration the cost of such facilities, including, but not limited to, labor, food, maintenance, and utilities. As part of any summer camp, Coach shall ensure that his camp complies with all applicable policies of the Athletic Department and the University, including, but not limited to, the Protection of Minors on Campus Policy and the Background Checks and Substance Abuse Testing Policy, and the Athletic Department Business Office and Athletic Compliance Office shall provide information and guidance on the relevant policies to Coach.



Additionally, Coach's camp shall furnish UA such reports or information as it might reasonably 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 Director of Athletics grants advance written permission for any such sponsorship or relationship. Alternatively, at Coach's request and upon the mutual agreement of the parties, the University may operate the summer camp. In such event, the Athletic Department shall provide administrative and organizational support services for the Camp, and Coach shall be responsible to provide teaching and instruction to the campers. The parties will meet and put their respective responsibilities for the camp in writing.

10. Moving Expenses and Temporary Housing. UA shall provide Coach with reasonable moving and relocation expenses up to Twenty Five Thousand and No/100 Dollars (\$25,000.00) in accordance with University policies, and three (3) months of temporary housing. Coach shall be responsible for any and all applicable state and federal taxes, and the University shall be authorized to withhold any and all applicable state and federal taxes on such payments to the extent required by law.

11. Outside Employment. Coach shall devote his entire productive time, ability, and attention to his University duties and responsibilities during the Term of this Agreement. Coach shall not directly or indirectly render any services or work of a business, commercial, or professional nature to any other person, business or organization whether for compensation or otherwise except as specifically permitted under this Agreement. In accordance with Board Policy 450.1, which is attached hereto as Exhibit F and incorporated herein by reference, Coach may engage in outside employment that will affirmatively contribute to his professional advancement or correlate usefully with his University work subject to the terms and conditions set forth in this Employment Agreement. Any such outside employment shall not interfere in any way with Coach's duties or responsibilities as set forth in this Agreement or as assigned by the Director of Athletics. Prior to accepting any outside employment, Coach shall first disclose and obtain written approval from the Director of Athletics and the Chancellor, such approval not to be unreasonably withheld. Outside employment of Coach shall comply with applicable rules or regulations of the NCAA and the SEC.

In accordance with Board Policy 450.1, as the same may be amended hereafter, and such other rules and policies adopted by the NCAA and the University, Coach shall annually report (or more frequently as needed) all 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 Director of Athletics to the Chancellor. The report shall include a detailed accounting of all income received by Coach for participation in any athletically-related activities. The University shall be responsible for providing Coach with the Athletic Department's standard form for such reports and for setting the due date to complete and return the form, and Coach agrees to cooperate and to provide timely and complete information in the form. Coach shall effectively communicate to outside employers that any outside employment is his own independent responsibility and that he is not acting as an agent or representative of the University in such work. University facilities, property, or images of student-athletes and any

teams shall not be used in such outside employment except with the prior permission of the Director of Athletics or his designee, and payment of appropriate fees may be required. Under no circumstances shall the University guarantee any such outside employment, and any compensation derived from such outside employment shall not be considered part of Coach's University Salary, Other Compensation, Retention Payments or Incentive Payments, as defined in this Agreement.

All outside employment shall be independent of Coach's employment at UA, and the University shall have no responsibility or liability for claims arising therefrom. In the event the University dismisses Coach or terminates this Employment Agreement, regardless of the reason or timing of such action, Coach shall have no claim or cause of action against University or its guarantors, if any, 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 whatsoever. Without limiting the generality of the foregoing and subject to receiving prior written approval as specified, such outside employment may include, but is not limited to, the following:

(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 unless otherwise approved by the Director of Athletics; 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, product or benefit for which the University, the Athletic Department, its supporting foundation, approved marketing contractor or multi-media rights holder has a contract for the benefit of the Athletic Department or the University, unless a written waiver of this provision is granted by the Director of Athletics or his designee; and
- (iv) The endorsement or advertisement must not conflict with any University, Athletic Department, its supporting foundation, approved marketing contractor or multi-media rights holder contracts, including, but not limited to, any qualified sponsorship agreements and/or any sports marketing agreements or arrangements; and
- (v) The exposure must not be detrimental to the University or the Athletic Department in any way and must be in good taste; and
- (vi) Approval of such consulting or endorsements must be obtained in writing from the Director of Athletics or his designee in advance of the agreement and/or the provision of such services, such approval not to be unreasonably

withheld; and

- (vii) The endorsement or advertisement must not publicly contain any political figure or cause, whether on the national, state, or local level; and
- (viii) Any consulting or endorsements (whether written, verbal or otherwise) shall not violate any University or Board policy, SEC or NCAA rules, including, but not limited to, NCAA Bylaw 11.3.2.4 or other applicable NCAA or SEC rules and regulations.

Notwithstanding any other provision of this Agreement, Coach acknowledges that UA has contracted with and entered into qualified sponsorship agreements with manufacturers and/or vendors of athletic apparel, shoes, beverages 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 Director of Athletics or his designee. Coach further agrees that UA may, in the future and during the life of this Agreement, seek to modify, extend or enter into new contracts (including, but not limited to, qualified sponsorship agreements) with manufacturers and/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 Coach's University Salary hereunder or for the benefit of the Athletic Department, and Coach covenants and agrees to reasonably cooperate with the University. Coach agrees to be bound by and cooperate with the University, as reasonably requested, in fulfilling the terms and conditions of any existing or future Athletic Department related agreements, including, but not limited to, contracts between the University and manufacturers or vendors of athletic apparel, shoes, beverages or other products as well as any sports marketing agreements or arrangements.

(b) Speaking Engagements. With the University's prior written approval for outside employment, which shall not be unreasonably withheld, Coach may agree to make appearances and/or speeches for a fee, so long as such appearances or speeches are not inconsistent with the interests of the University. Coach shall use his best efforts to perform such speaking engagements in a professional way and manner.

12. Use of Coach's Name and Likeness. Coach hereby grants, and the University accepts, a perpetual, royalty-free license anywhere in the universe to use Coach's name, nickname, initials, facsimile signature, voice, likeness, image, derivatives thereof and any resemblance and other indicia closely identified with Coach pursuant to the terms and conditions of this Agreement (the "License"). The scope of the License shall include the right: (a) to promote and develop the Razorback brand, the Razorback Football Program, the Athletic Department, and the University; and (b) to comply with any contracts or sponsorship agreements entered into between the University and any sponsor, manufacturer or vendor of athletic apparel, shoes, beverages or other products and services; and (c) to advance the best interests of the University, including, but not limited to, the right to authorize, sublicense, or grant any sponsor, manufacturer or vendor the right to use the License for the purpose of promoting the athletic apparel, shoes, beverages or other products and services supplied to the University; provided, however, that any

such use of the License is in good taste and does not reflect negatively upon Coach or the University. Coach 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, vendors and/or suppliers of athletics apparel, shoes, beverages or other products and services. Following the expiration or termination of this Employment Agreement, the University shall have the continued right to use the License in connection with promoting and preserving the history of the Razorback Football Program and to comply with any legal obligations then existing upon the expiration or termination of the Agreement.

The University shall have the perpetual right to use the License in all Programming created, in any medium, at any time during the life of this Agreement, including, but not limited to, the right to sell game footage or videos containing images of Coach after the expiration or termination of the Agreement for any reason. Except as expressly permitted herein, however, the University shall not have the right to use the License following the expiration or termination of this Agreement for purposes of marketing any new products or items (exclusive of any products or items in existence prior to the termination or expiration of this Agreement) without Coach's prior written approval. The parties agree to cooperate in good faith to resolve any issues of concern regarding the use of the License following the termination or expiration of this Agreement.

13. Use of University Trademarks. Nothing in this Employment Agreement or any amendments hereto shall constitute permission or a license for Coach to use or to authorize third parties to use the University's trademarks, trade names, marks, symbols, mascots, trade dress, uniforms, images, facilities, landmarks, uniforms, service marks, logos or other indicia of intellectual property, including, without limitation, any derivative marks ("University's Marks") in connection with any outside employment or otherwise. Under all circumstances, a license to use the University's Marks must be obtained from and approved by the appropriate University trademark and licensing officials or an agent of the University authorized to contract on behalf of the Board.

14. Athletic Department Investigations. Coach will cooperate fully and completely, and shall be responsible for advising, encouraging, and requiring all Football Personnel who report, directly or indirectly to Coach, to cooperate fully and completely with any investigation of any alleged violation of federal or state law, or any of the covenants enumerated herein, conducted by law enforcement officials, the University, the NCAA, or the SEC, including any investigations into questions raised by the SEC or the NCAA.

15. Dismissal for Cause. Coach agrees that University has the right to dismiss Coach and terminate this Employment Agreement for cause under this section at any time prior to the expiration of the Employment Agreement. For purposes of this section, "for cause" shall include any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) Material and adverse neglect or inattention by Coach of the standards, duties or responsibilities expected of University employees, including, but not limited to, all duties set forth in this Employment Agreement and assigned from time-to-time by the Director of Athletics, after written notice of any such neglect

or inattention has been given to Coach, and Coach fails to cure the identified deficiencies within seven (7) calendar days after receiving the written notice.

(b) Any material or intentional or reckless breach by Coach of the terms and conditions of this Employment Agreement, including, but not limited to, failure to comply with all NCAA and SEC rules and regulations if Coach fails to cure the identified deficiencies within seven (7) calendar days after receiving the written notice from UA; provided, however, that such notice and opportunity to cure shall be provided to the extent that any such material or intentional or reckless breach by Coach of the terms and conditions of this Employment Agreement are capable of being cured.

(c) 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.

(d) Failure to cooperate fully and completely with any investigation of any alleged violation of federal or state law, or any of the covenants enumerated herein, conducted by any government entities, law enforcement agencies or any other governing bodies or officials, including, but not limited to, the University, the NCAA, the SEC or other officials or governing organizations with authority over the University's athletic programs or that may be required by law, University policies, or the Governing Athletic Rules.

(e) A material violation of NCAA Bylaw 11.1.1.1. as the same may be amended from time to time.

(f) Conduct or omission(s) by Coach which constitute a Level I or Level II violation under the NCAA's enforcement structure effective August 1, 2013 (or major violation under the NCAA's pre-August 1, 2013 enforcement structure), of one or more of the Governing Athletic Rules or the University's interpretation thereof, including, but not limited to, multiple Level III or Level IV violations of the Governing Athletic Rules considered collectively to be a Level I or Level II violation (or multiple secondary violations of the Governing Athletic Rules under the NCAA's pre-August 1, 2013 enforcement structure considered collectively to be a major violation), whether the conduct occurred during Coach's employment with the University or another NCAA-member institution.

(g) Failure of Coach to report promptly to the Director of Athletics or Athletic Department Compliance Office any actual knowledge of or reasonable cause to believe that violations of the Governing Athletic Rules or University policies have been committed or are being committed by himself or others.

(h) Arrest or conviction of a crime under federal or state law, excluding minor traffic offenses not involving the alleged use of alcohol or drugs.

- (i) Prolonged absence from duty without the consent of the Director of Athletics or his designee.
- (j) Engaging in unreasonable conduct in willful disregard or deliberate indifference for the welfare and safety of the University's football student-athletes, including failure to adhere to the NCAA principle of student-athlete well-being.
- (k) Committing one or more acts of fraud in the performance of Coach's duties and responsibilities under this Employment Agreement, including, but not limited to, the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or SEC, or documents or records required to be prepared, kept, or maintained by University policy, the Governing Athletic Rules, law or other documents or records pertaining to any prospective student-athlete, student-athlete, including, for example and without limitation, expense reports, transcripts, eligibility forms, or compliance reports or knowingly permitting, encouraging, or disregarding any fraudulent or dishonest acts by other coaches, student-athletes, or any individuals, if any, under Coach's control or authority.
- (l) Soliciting, aiding in, placing or accepting any bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool or any other individual or means.
- (m) Providing any information or data regarding the Football Program, any other athletic program at the University or any information concerning or relating to any University student-athletes to any person or entity known to Coach or that should have reasonably been known to Coach to be a gambler, bettor, bookmaker or any agent or runner for such individuals or entities or associating with such individuals and/or entities.
- (n) Selling, using or possessing by Coach of any illegal substances, including, but not limited to, narcotics, drugs, controlled substances, steroids or the sale, use or possession of any such substances that violate the University's policies or the Governing Athletic Rules.
- (o) Knowingly allowing or disregarding the sale, use or possession by any coach or student-athletes of any illegal substances, including, but not limited to, any narcotics, drugs, controlled substances, steroids or the sale, use or possession of any such substances that violate University's policies or the Governing Athletic Rules.
- (p) Encouraging, condoning or instructing, whether directly or indirectly, any University employee, student, donor, affiliate, prospective student-athlete, student-athlete, or any individual or entity not to cooperate, be forthcoming, or truthful in any inquiries or information gathering activities concerning any matters that are relevant to the University's athletic programs or another institution's athletic programs that are conducted by any governmental entities, law

enforcement agencies or any other governing bodies or officials, including, but not limited to, the University, the NCAA, the SEC or other officials or governing organizations with authority over the University's athletic programs or that may be required by law, University policies, or the Governing Athletic Rules.

(q) Knowingly engaging in any act that constitutes a prohibited conflict of interest or failure to disclose any relationships or activities that might give rise to conflicts, or the appearance thereof, by Coach under the policies of the Board, the UA or applicable law, including, for example and without limitation, failing to obtain prior approval to engage in outside employment or endorsing a product, good or service for a company in direct competition with a sponsor of the Athletic Department, or taking any opportunity to influence UA employees or students, or to influence university athletic, administrative, business, or academic decisions in ways that could lead to personal gain, give improper advantage to self or others, or interfere inappropriately with the preservation, generation, or public dissemination of knowledge such that an independent observer might reasonably question whether the Coach's professional actions or decisions are influenced by considerations of personal gain, financial or otherwise.

(r) Providing false, misleading, or incomplete information relevant to the conduct of UA's business, including, but not limited to, information provided by Coach to UA during the interviewing and hiring process, if Coach knew or should have known the information was false, misleading, or incomplete.

(s) Failing to promptly report to the UA's Title IX Coordinator any known violations of the UA's sexual assault and harassment policies that involve any student, faculty, or staff, or that is in connection with a university sponsored event. Any emergency situation should immediately be reported to 911 and/or law enforcement. For purposes of this paragraph, a "known violation" shall mean a violation or an allegation of a violation of Title IX that Head Football Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

(t) Substantial physical or mental incapacity lasting in excess of ninety (90) days in any one three hundred sixty-five (365) day period which cannot reasonably be accommodated by UA and which prevents Coach from performing the essential functions of the duties and responsibilities set forth herein.

(u) Otherwise engaging in conduct, as solely determined by the University in good faith, which is clearly materially and adversely contrary to the character and responsibilities of a person occupying Coach's position or which materially and adversely affects the reputation of the University or UA's athletics programs in any way; provided, however, that the University does not intend for this Agreement to be terminable for minor, technical, or otherwise insignificant or immaterial violations of the afore-mentioned actions, rules, regulations, policies or procedures, and/or interpretations thereof.

The procedures for dismissal for cause are attached hereto as Exhibit C and are incorporated herein by reference. In the event of dismissal for cause, all obligations of the University under this Employment Agreement shall cease immediately, including, but not limited to, the duty to pay Coach any University Salary, Other Compensation, Retention Payments, Incentive Payments or Liquidated Damages Payments; the duty of the University to pay any guaranteed amounts; or any other amount or sum whatsoever. The University shall, however, pay Coach any amount of the University Salary, Other Compensation, Retention Payments or Incentive Payments earned and owed to Coach for work completed prior to the effective date of the termination for cause.

16. 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 this Employment Agreement or for failing to report a Level III or Level IV violation under the NCAA's enforcement structure effective August 1, 2013 (or secondary violation under the NCAA's pre-August 1, 2013 enforcement structure) under 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. Other disciplinary or corrective action may include, but is not limited to, the following: suspension for a limited period of time (no longer than 90 days) without pay; temporary reduction of salary; public or private reprimand or other disciplinary or corrective action which may be authorized by the provisions of any NCAA legislation or University policy.

17. Termination for Convenience by the University.

(a) Liquidated Damages Payment to Coach. By giving written notice to Coach, the University shall have the unilateral right to terminate this Agreement for any reason at any time. In the event the University terminates this Agreement under the provisions of this Section 17 of the Agreement, the University covenants and agrees to provide, and Coach covenants, agrees and does hereby accept the following liquidated damages as his exclusive remedy in full and complete satisfaction of any and all obligations of the University of any nature whatsoever, and in lieu of any and all other legal remedies or equitable relief available to Coach ("Liquidated Damages Payment"):

- (i) If termination for convenience by University occurs prior to January 1, 2023, an amount equal to seventy percent (70%) of Coach's remaining University Salary and Other Compensation from the date of termination to December 31, 2023; or
- (ii) If termination for convenience by University occurs on or after January 1, 2023, an amount equal to one hundred percent (100%) of Coach's remaining University Salary and Other Compensation from the date of termination to December 31, 2023.

The Liquidated Damages Payment shall be paid to Coach in equal monthly installments on the last calendar day of each month (with any partial months being pro-rated) as determined from the effective date of the termination for convenience through



the remaining balance of the Term. Notwithstanding the foregoing, Coach shall be entitled to receive any compensation earned, but not yet paid, under this Agreement (including any Incentive Payments), prior to the date of termination for convenience.

For clarity and by way of example, if the University terminated the Coach for convenience effective January 1, 2020, the total Liquidated Damages Payment to Coach would be Nine Million Eight Hundred Thousand and No/100 Dollars (\$9,800,000.00), payable on a monthly basis in the amount of Two Hundred Four Thousand One Hundred Sixty Six and 67/100 Dollars (\$204,166.67) until December 31, 2023, subject to Coach's duty of mitigation, the University's right to offset against Coach's Other Compensation, and all other provisions outlined in this Agreement. As a further example, if the University terminated the Employment Agreement for convenience effective July 1, 2023, the total Liquidated Damages Payment to Coach would be One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00), payable on a monthly basis in the amount of Two Hundred Ninety One Thousand Sixty-Six and 66/100 Dollars (\$291,166.66) until December 31, 2023, subject to Coach's duty of mitigation, the University's right to offset against Coach's Other Compensation, and all other provisions outlined in this Agreement.

No other amounts beyond the Liquidated Damages Payment shall be owed to Coach. The University agrees to engage in a good faith review and determination of the structure and function of such Liquidated Damages Payment process in regard to its compliance with the provisions of Internal Revenue Code § 409A, and if practical and applicable, modify the non-financial terms herein so as to effectuate compliance with the requirements of the afore-mentioned § 409A without altering any obligation of the parties or the amount of the Liquidated Damages Payment. The right to these amounts are non-assignable, non-transferable, non-cumulative and terminate upon Coach's death. Notwithstanding any other term or condition in this Agreement, Coach shall have an affirmative duty to mitigate in good faith by seeking other comparable employment in the event this Agreement is terminated for convenience, as well as an obligation to comply with any mitigation and/or other conditions set forth in this Agreement. The Liquidated Damages Payment shall be offset by any employment related compensation received by Coach, whether from athletic-related or non-athletic-related sources, and Coach shall have an affirmative duty to timely disclose all such earnings.

In consideration of the Liquidated Damages Payment, Coach shall, and does hereby recognize the University's immunity from suit, and release and discharge the University, its Trustees, officers 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 UA, 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 the Liquidated Damages Payment, after consulting with his 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.

Without limiting the foregoing release and as a condition precedent to receiving any portion of the Liquidated Damages Payment, Coach covenants and agrees to sign a mutually agreeable and jointly applicable release and waiver agreement discharging the Board of Trustees of the University of Arkansas and its Trustees, officials, representatives, and employees in their individual and official capacities, the University of Arkansas and its officials, representatives, and employees in their individual and official capacities as well as The Razorback Foundation, Inc. and its officers, directors and employees (collectively, the “Released Parties”) from and against any and all claims, causes of action or liabilities of any nature whatsoever in any way arising out of or related to the Employment Agreement, Coach’s termination for convenience, any aspect of Coach’s employment with the University or any other issue that Coach raises, might raise or might have raised against any and/or all of the Released Parties, 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 acknowledges that this provision is a material term of the Employment Agreement and the University would not enter into the Employment Agreement without Coach’s assurance to execute a release and waiver agreement in exchange for the Liquidated Damages Payment. Coach intends for the University to rely upon this provision in entering into the Employment Agreement.

Coach further covenants and agrees that, regardless of whether Coach has executed a written release and waiver agreement, any exercise of ownership or control by Coach over any partial or total payment of the Liquidated Damages Payment (including, but not limited to, accepting or depositing any partial or complete payments of the Liquidated Damages Payment) 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 any of the Released Parties 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 the Employment Agreement, Coach’s employment at UA, and Coach’s termination for convenience during the initial Term or any extension of the Employment Agreement; provided, however, that Coach does not waive any rights with respect to any unpaid portions of the Liquidated Damages Payment that are owed to him.

Except in regards to Coach exercising a right in respect to any unpaid portion(s) of the Liquidated Damages Payment owed to him or any breach of an applicable release and waiver agreement: (i) if the University terminates Coach for convenience and Coach files a lawsuit against any or all of the Released Parties, then Coach shall not be entitled to any of the Liquidated Damages Payment, including any amount previously paid or scheduled to be paid in the future; or (ii) if Coach or any person acting for Coach makes any threat or initiates any litigation against any of the Released Parties, then Coach covenants and agrees to repay all of the Liquidated Damages Payment actually received by Coach as of the date of the threat or the initiation of such litigation and to waive all

further payments of the Liquidated Damages Payments as of the threat of litigation or the date a lawsuit is filed, whichever is earlier in time.

Without limiting the generality and applicability of the foregoing provisions, Coach covenants and agrees that the University's offer and his acceptance of any extension of the Term of the Employment Agreement or Coach's continued employment at the University following the expiration of the Term 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 against any of the Released Parties prior to accepting any extension of the Term of the Employment Agreement or Coach's continued employment at the University following the expiration of the Term; provided, however, that this release shall not apply to any compensation earned, but not yet paid, prior to Coach's acceptance of any extension of the Term of this Employment Agreement or his employment beyond the Term.

(b) Offset. The parties covenant and agree that the gross amount of the Liquidated Damages Payment paid to Coach by the University shall be offset and reduced on a monthly basis by the gross compensation earned by Coach personally or through business entities owned or controlled by Coach. For purposes of this provision, "gross compensation" shall mean, without limitation, gross income from salary, commissions, bonuses, incentive payments, wages, talent fees, deferred or equity compensation, or any other types of compensation at the time it was earned by Coach (except for compensation attributable to legitimate employment related perks), including by a business entity owned by or controlled (in whole or in part) by Coach, consulting fees, honoraria, or fees received by Coach as an independent contractor (collectively referred to hereafter as "Other Income"). Concurrent with Coach's execution of a release and waiver agreement as specified in Section 18(a) releasing The Released Parties and which shall also include all obligations set forth in Section 18(b), Coach shall execute an authorization for disclosure of Coach's employment compensation to the University for the remaining Term, and for the same time period, Coach shall furnish a copy of his federal tax returns (including, but not limited to all schedules) each year to permit the University to verify all Coach's compensation. The parties further understand and agree that Coach's duty of mitigation includes the obligation to maximize his earning potential with a new employer by seeking comparable employment for his services at a rate of compensation not less than market value and consistent with compensation rates for similar positions in the given industry at the time such employment is obtained. Coach or any individual or entity acting on his behalf shall not structure his compensation or any compensation package with a new employer in any manner to avoid or to deny the University's right of offset of the Liquidated Damages Payment. In the event Coach enters into a multi-year contract, or a series of one-year contracts with a single employer, in which the annual compensation increase applicable to any succeeding year is equal to or greater than twenty percent (20%), the University's corresponding right to offset shall apply to the average annual value of all amounts to be paid to Coach during the term of any such multi-year contracts and/or a series of one-year contracts with a single employer. For the avoidance of all

doubt, the parties understand and agree that the duty to make the Liquidated Damages Payment shall not be treated as a subsidy for any future employer to pay Coach less than market value for his services.

While the University's obligation to pay the Liquidated Damages Payment remains in effect, within fourteen (14) calendar days after accepting any Other Income and within fourteen (14) calendar days after the end of each month thereafter, Coach shall furnish to the University an accounting or report of all gross compensation received by Coach during the immediately preceding month from the Other Income. The University shall reduce the gross amount of the monthly Liquidated Damages Payment due and payable to Coach based upon the gross compensation for the immediate previous month as reflected in the Other Income gross compensation report. If Coach fails or refuses to notify the University of Coach's Other Income, misrepresents to the University the amount of gross compensation received from Other Income by Coach, structures his compensation or any compensation package with a new employer in any manner in an attempt to reduce, avoid or deny the University's right of offset of the Liquidated Damages Payment, or fails or refuses to furnish the monthly Other Income gross compensation reports after receiving a formal, written request to do so, then, after giving Coach fourteen (14) days written notice, the obligation of the University to continue paying the Liquidated Damages Pay shall cease immediately. The parties shall work in good faith to share any required information and make all permitted reductions or offsets required by this Agreement.

18. Termination by Coach.

(a) Termination without Cause by Coach – Coach's Payment. Subject to the terms and conditions of this provision, Coach may terminate this Employment Agreement without cause by providing written notice to the Director of Athletics. In the event Coach terminates this Employment Agreement without cause, then Coach shall not be entitled to receive any previously unearned compensation or benefits of any nature whatsoever under this Employment Agreement following the effective date of the termination, and Coach shall be obligated to pay the amounts herein set forth.

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, then Coach: (i) shall not be entitled to receive any previously unearned compensation or benefits of any nature whatsoever under this Employment Agreement following the effective date of the termination; and (ii) shall be liable to the University for the re-payment of the amounts specified in the following schedule:

<u>YEAR</u>	<u>AMOUNT</u>
First Contract Year (Effective Date – Dec. 31, 2018)	\$3,000,000.00
Second Contract Year (Jan. 1, 2019 – Dec. 31, 2019)	\$3,000,000.00
Third Contract Year	\$2,500,000.00

(Jan. 1, 2020 – Dec. 31, 2020)	
Fourth Contract Year (Jan. 1, 2021 – Dec. 31, 2021)	\$2,000,000.00
Fifth Contract Year (Jan. 1, 2022 – Dec. 31, 2022)	\$1,500,000.00
Sixth Contract Year (Jan. 1, 2023 – Dec. 31, 2023)	\$00.00

The foregoing amounts shall be paid on a non-cumulative basis beginning with the effective date of Coach's termination of this Agreement ("Coach's Payment") and any partial years shall be prorated. For clarity and by way of example, if Coach terminates the Agreement without cause on January 1, 2020, the total amount of Coach's Payment would be Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), subject to all other provisions outlined in this Agreement. If Coach terminates the Employment Agreement without cause on July 1, 2020, in further example, the total amount of Coach's Payment would be Two Million Two Hundred Fifty Thousand and No/100 Dollars (\$2,250,000.00), subject to all other provisions outlined in this Agreement. The Coach's Payment amount shall be payable in full to the University within ninety (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 the Razorback Football Program (including, but not limited to, hiring and paying offensive and defensive coordinators and other assistant football coaches) and that if Coach terminates this Employment 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 Razorback Football Program and the support of its fans and donors. Accordingly, the parties covenant and agree that the amount of damages to be paid 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, if any.

(b) Termination for Cause by Coach. Coach reserves the right to terminate this Agreement for cause for the following reasons without the necessity of his payment of amounts contemplated in Section 18(a), above:

- (i) If the University fails to pay or to provide for the payment of any portion Coach's University Salary, Other Compensation, Retention Payments or Incentive Payments, when due, as required under this Agreement. In the event of the University's failure to make any payment due and owing under this Agreement, the University shall have sixty (60) days to cure such non-

performance after Coach notifies the University, in writing in accordance with this Agreement, of its failure to make a payment when due. If the University fails to cure, the University shall be in default of this Agreement, and Coach may, in his sole discretion, terminate this Agreement for cause.

- (ii) In the event that the University changes its status as a member of the Division I Football Bowl Subdivision of the NCAA to a lesser divisional status; provided, however, that this provision shall not apply if the NCAA changes its divisional classifications, and the University remains in a divisional status that is similar to or greater than its current status as a member of the NCAA Division I Football Bowl Subdivision.
- (iii) In the event the University changes its conference affiliation from the SEC to another conference, other than a conference of similar stature as the SEC, such as the ACC, Big Ten, PAC-12, or Big 12.

19. Disability of Coach. The University provides a long-term disability insurance policy for basic coverage to all benefits-eligible employees, including Coach, at no charge to the employees. All benefits-eligible employees, including Coach, have the option to purchase additional long-term disability coverage at their own expense. Additionally, for the avoidance of any doubt, if Coach terminates this Agreement due to a serious disability or illness that prevents Coach from fulfilling his obligations which is medically verified by a qualified and licensed physician in good standing within this State, then Coach shall not be responsible to repay any portion of the Coach's Payment as provided in this Employment Agreement ("Repayment Exception"); provided, however, if Coach invokes this provision and terminates this Agreement due to a disability or illness but later accepts another head coaching position with another college, university or professional coaching organization prior to the otherwise unexpired Term or any extensions of the Terms had it not been terminated by Coach, then the Repayment Exception shall not apply, and Coach shall be responsible to comply fully with the Coach's Payment obligation of this Employment Agreement and pay all amounts specified herein.

20. Death of Coach. This Employment 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. In the event of his death, Coach directs the University to pay any final and earned compensation owed to Coach prior to his death to his estate.

21. Covenant Not to Disclose Proprietary Information. By virtue of his position, Coach covenants and agrees that non-public information, which provides a competitive advantage to the Razorback Football Program, will be created, developed and entrusted to him during the course of his paid employment with the University. Coach covenants and agrees that such information may include, but is not limited to, the following: the Razorback Football Program's methods; processes; operations; recruiting programs; computer and video programs; future plans; prospective student-athlete contact lists; coaching contact lists; current student-athlete contact lists; playbooks; signals; recruiting techniques; player development programs (including, but not limited to, nutrition programs, strength-building, and position coaching); coaching and leadership

philosophies and practices; practice drills; training techniques; offensive and defensive schemes; game plans and game plan techniques; prospect and player evaluation systems; and pre-game, in-game, and post-game coaching practices and strategies; training sequences and methodologies; (collectively, "Proprietary Information"). Individually and collectively, Coach acknowledges and agrees that all such information constitutes Proprietary Information and has an independent economic value to the University's competitors throughout the SEC. Coach agrees that he may create and learn of information constituting Proprietary Information while employed and paid as the Head Football Coach of the Razorback Football Program.

Coach further covenants and agrees that such Proprietary Information gives the University's Razorback Football Program a competitive advantage over its competitors, and Coach, therefore, covenants and agrees to treat such information confidentially under this Agreement and to protect the University. Coach covenants and agrees not to improperly misappropriate, use, share or disclose any such Proprietary Information to any other member institutions comprising the SEC or any of their respective personnel, including, but not limited to, any coaches, for the period of time comprising the Term (including any extensions) of this Employment Agreement (regardless of whether Coach remains employed for the length of the Term). Coach further agrees that, because Coach's services under this Agreement are of a special, unique, unusual, extraordinary and intellectual character which gives those services special value, the loss to the University of which cannot be reasonably or adequately compensated in damages in an action at law, and because disclosing any such Proprietary Information or other confidential information would place the University at significant competitive disadvantage, the University shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from sharing or disclosing any Proprietary Information with any Division I Football Bowl Subdivision college or university. Notwithstanding the foregoing, nothing in this Section 21 shall be construed to prohibit Coach from utilizing in the course of other employment or discussing his own personal player development programs, recruiting, coaching and leadership philosophies, practices, drills, techniques, strategies or other coaching methodologies which he personally created or developed.

22. Prior Notification to Director of Athletics. Without limiting any of the foregoing provisions of the Employment Agreement, during the Term of this Employment Agreement and any extensions thereof, Coach and/or any individual or entity acting on Coach's behalf shall not engage in substantive negotiations with any prospective employer (or any person or entity acting, whether directly or indirectly, on behalf of any prospective employer) regarding any coaching position without notifying the Director of Athletics. The failure to comply with this provision shall be a material breach of this Employment Agreement entitling the University to terminate Coach for cause.

23. 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's 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 liability by the University or Coach, and any such alleged liability is expressly denied by each of the parties.

24. Governing Law. The parties irrevocably and unconditionally agree that any legal proceeding against the University shall be brought in the State of Arkansas' administrative or judicial forums, and the place of execution for this Agreement and any amendments thereto, shall be the State of Arkansas, and shall be subject to its sole jurisdiction and governed by, construed and enforced pursuant to the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties waive any objection to the laying of venue of any claim, action, suit or proceeding arising out of this Agreement or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained in this Agreement shall be deemed, construed or operate as a waiver of any immunities to suit available to the University and/or its Trustees, officials and employees (in both their official and individual capacities).

25. Notices. All notices, requests, demands, and other communications permitted or required by this Agreement will be in writing, and either (a) delivered in-person; (b) sent by overnight delivery service providing receipt of delivery; (c) mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other party; or (d) sent via email, as indicated below, to the applicable 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:

<p>If to University:</p> <p>Vice Chancellor and Director of Athletics P.O. Box 7777 University of Arkansas Fayetteville, AR 72702</p> <p>With copies to:</p> <p>Office of the General Counsel 421 Administration Building University of Arkansas Fayetteville, AR 72701</p>	<p>If to Coach:</p> <p>Chad Morris University of Arkansas Fayetteville, AR 72701</p> <p>With copies to:</p> <p>Joseph E. ("Rick") Landrum CAA Sports 401 Commerce Street, Penthouse Nashville, TN 37219 Email: rick.landrum@caa.com</p>
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Either party may amend his or its address for giving notice by providing written notice of any new address to the other party.

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

27. Taxes. Coach agrees to be solely responsible for all tax liability, reporting, record keeping, consequences and payments, if any, which are determined to be required or owed (including any penalties and interest related thereto) to any taxing authority as a result of any payment made by the University (except as to the payment to Coach's previous employer referenced herein), and agree that neither the University nor its officials has made any representations regarding the tax treatment of these sums. To the extent required by applicable law, Coach agrees that the University shall deduct and withhold all required state and federal taxes on any and all compensation and benefits provided to Coach in this Employment Agreement.

28. Return of University Property. All property, materials, and information (whether in hard copy or electronic format), including, but not limited to, all personnel records, recruiting records, team information, films, videos, statistics, or any other items or data, provided to Coach by the University (including, but not limited to, the Razorback Football Program), for use as part of the Razorback Football Program or otherwise provided to Coach in connection with or relating to his University employment under this Agreement are at all times and shall remain the sole and confidential property of the University. Upon the expiration or earlier termination of this Agreement for any reason whatsoever, Coach shall return, within seven (7) calendar days, any such University owned property described in this provision as well as all other University-owned equipment, including, but not limited to, keys, credit cards, cellular telephones, computers, computer tablets, and any other property in Coach's possession, custody or control. Coach shall further be responsible to return any funds advanced to Coach for business travel. If Coach fails to comply with any provision contained in Section 28 within a reasonable time subsequent to the receipt of written notice from the University, then the University shall have the right to offset the total value of any such property from any final payment owed to Coach or other sums held by the University.

29. Entire Agreement and Amendment. This Employment Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous agreement or representation, oral or written, between them. This Employment Agreement may not be modified or changed, nor may the Term of this Employment Agreement be extended, except by a written instrument signed by both parties and agreed to by the Director of Athletics, the Chancellor, and the President. Each party represents and agrees 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 Employment 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 Employment Agreement or any amendment hereto is not a waiver of any other breach of the provision or waiver of the provision. Each party covenants and agrees as follows: (a) that it will be unreasonable for either party to have or rely on any expectation not contained in the provisions of this Agreement; (b) that if either party has or develops an expectation contrary to or in addition to the provisions of this Employment Agreement, 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 Employment Agreement after having developed an expectation contrary to or in addition to the provisions of this Employment 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 Employment Agreement or any amendment hereto in any respect. The parties covenant and agree that the rule of construction that any ambiguity is construed against the drafting party shall have no application in any dispute over the interpretation or any other dispute with regard to this Agreement. The parties represent and agree that this Employment 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.

This Employment 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 Employment Agreement. Faxed or PDF signature pages shall be binding upon the parties, and the parties agree to exchange original signature pages within a reasonable period of time after their execution; provided, however, that the failure to exchange original signature pages shall have no impact on the validity or enforceability of this Agreement.

30. Miscellaneous. The paragraph headings contained in the Employment Agreement or any amendment thereto are for reference purposes only and shall not affect in any way the meaning or interpretations of the Employment Agreement. The Recital Clauses set forth at the beginning of this Employment Agreement are substantive provisions that shall be given full meaning and effect and construed in harmony with all other provisions of this Employment Agreement. Time is of the essence with regard to the performance of all aspects of this Agreement. If any provision of this Employment 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 Employment Agreement or any amendment hereto, and this Employment 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. Neither party may assign this Employment 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.


31. Notwithstanding anything to the contrary, Sections 12-14, 17-31 shall survive the expiration or termination of this Employment Agreement.





IN WITNESS WHEREOF, the parties have cause this Agreement to be executed by their duly authorized representatives effective as of December 5, 2017.


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

HEAD FOOTBALL COACH

By:   
DR. DONALD R. BOBBITT  
President, University of Arkansas System

By:   
CHAD MORRIS

By:   
DR. JOSEPH E. STEINMETZ  
Chancellor, University of Arkansas

By:   
HUNTER YURACHEK  
Vice Chancellor and  
Director of Athletics, University of Arkansas

## **EXHIBIT LIST**

Exhibit A	Athletic Achievements
Exhibit B	Academic Achievements
Exhibit C	Procedures for Dismissal of Head Coach for Cause

## EXHIBIT A

### ATHLETIC ACHIEVEMENT INCENTIVES

In addition to total Coach's University Salary, Other Compensation and Coach's eligibility for the Retention Payments, Coach shall be entitled to receive the annual performance incentive compensation described below for the following athletic achievements, subject to all applicable state and federal tax reporting and withholding requirements:

<u>ATHLETIC ACHIEVEMENT</u>	<u>INCENTIVE PAYMENT</u>
▪ Win National Championship Game*	\$600,000.00
▪ Appear in National Championship Game*	\$500,000.00
▪ Appear in Semifinal Playoff Game*	\$300,000.00
▪ Appear in College Football Playoff Bowl Game* (includes Rose, Fiesta, Peach, Sugar, Cotton, Orange)	\$150,000.00
▪ Appear in any other Bowl Game*	\$ 50,000.00
▪ Win SEC Championship Game**	\$250,000.00
▪ Appear in SEC Championship Game**	\$150,000.00
▪ SEC Coach of the Year	\$ 50,000.00
▪ National Coach of the Year***	\$100,000.00

\*The foregoing incentives are non-cumulative. For example, in the event that Coach and the football team appear in and win the National Championship Game, then Coach would only be entitled to receive Six Hundred Thousand and No/100 Dollars (\$600,000.00) for winning the National Championship Game. Accordingly, Coach will receive the highest applicable incentive for the listed athletic achievements.

\*\*The foregoing incentives are non-cumulative. For example, in the event that Coach and the football team win the SEC Championship Game, then Coach would be entitled to receive Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) for winning the SEC Championship Game. Accordingly, Coach will receive the highest applicable incentive for the listed athletic achievements.

\*\*\*As awarded by an organization determined by the University (but shall include, at a minimum, the following organizations: AFCA/AP/Bobby Dodd/Paul "Bear" Bryant/Walter Camp).

As applicable, certain incentive payments would be paid cumulatively. For example, if Coach and the football team advance to and win the National Championship Game, win the SEC Championship Game, and Coach is named both the SEC Coach of the Year and the National Coach of the Year, then Coach would receive incentive payments for a cumulative total of One Million and No/100 Dollars (\$1,000,000.00). This is the maximum amount that may be earned in a year for athletic achievements.

The Athletic Department will pay any Athletic Achievement Incentives attained to Coach at the time and in a manner consistent with departmental practice and/or policy for such payments. Except as provided in this Exhibit A, as the same may be amended from time to time, Coach shall not be entitled to any other athletic achievement incentive compensation of any nature whatsoever. Further, any incentive compensation authorized by this Exhibit A is a one-time payment and shall not fall within the meaning of University Salary, Other Compensation or Retention Payments, as those terms are defined in the Employment Agreement. No incentives shall be paid in any given year where significant NCAA violations have occurred or if the University is on probation during such given year for NCAA violations occurring in the football program during Coach's employment. If alleged significant NCAA violations against Coach, his staff or anyone acting on their behalf are under investigation, then incentive payments may be withheld by the University pending the outcome of the matter. In the event Coach voluntarily terminates the Employment Agreement or his employment is terminated for cause by the University, then Coach shall not be eligible to receive any incentive compensation regardless of any Athletic Achievement Incentives attained during the year of termination. In the event the University terminates Coach's employment for convenience, the University shall pay Coach all earned, but yet unpaid, Athletic Achievement Incentives that accrued prior to the date of termination.

## EXHIBIT B

### ACADEMIC ACHIEVEMENT INCENTIVES

In addition to total Annual Compensation and Coach's eligibility for the Retention Payments, and after the successful completion of one (1) year of service from the effective date of Coach's Employment Agreement, Coach shall be entitled to receive the annual incentive compensation described below for the following academic achievements, subject to all applicable state and federal tax reporting and withholding requirements:

<u>ACADEMIC ACHIEVEMENT</u>	<u>INCENTIVE PAYMENT</u>
<u>Single- or Multi-Year Annual Academic Performance Rate (APR)</u>	
940	\$25,000.00
960	\$25,000.00
980	\$25,000.00
<u>990</u>	<u>\$25,000.00</u>
CUMULATIVE TOTAL	\$100,000.00
<u>Annual Graduation Success Rate (GSR)</u>	
70%	\$25,000.00
75%	\$25,000.00
80%	\$25,000.00
<u>85%</u>	<u>\$25,000.00</u>
CUMULATIVE TOTAL	\$100,000.00

Each of the foregoing amounts for each academic achievement shall be cumulative. The Athletic Department will pay any Academic Achievement incentive payments to Coach at the time and in a manner consistent with departmental practice and/or policy for such payments. Except as provided in this Exhibit B, as the same may be amended from time to time, Coach shall not be entitled to any other academic achievement incentive compensation of any nature whatsoever. Further, any incentive compensation authorized by this Exhibit B is a one-time payment and shall not fall within the meaning of University Salary, Other Compensation or Retention Payments as those terms are defined in the Employment Agreement. The maximum amount that may be earned in a year for Academic Achievement Incentives is Two Hundred Thousand and No/100 Dollars (\$200,000.00). No incentives shall be paid in any given year where significant NCAA violations have occurred or if the University is on probation during such given year for NCAA violations occurring in the football program during Coach's employment. If alleged significant NCAA violations against Coach, his staff or anyone acting on their behalf are under investigation, then incentive payments may be withheld by the University pending the outcome of the matter. In the event Coach voluntarily terminates the Employment Agreement or his employment is terminated for cause by the University, then Coach shall not be eligible to receive any incentive compensation regardless of any Academic Achievement Incentives attained during the year of termination. In the event the University terminates Coach's employment for convenience, the University shall pay Coach all earned, but yet unpaid, Academic Achievement Incentives that accrued prior to the date of termination.



## **EXHIBIT C**

### **PROCEDURES FOR DISMISSAL OF HEAD COACH FOR CAUSE**

1. When the Vice Chancellor and Director of Athletics ("Director of Athletics") has reason to consider a decision to dismiss a Coach for cause, the Director of Athletics 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 Director of Athletics is to dismiss the Coach, then the Director of Athletics 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 Director of Athletics' decision to dismiss Coach for cause, then Coach shall, within five (5) days after receipt of the statement of dismissal from the Director of Athletics, submit a written response to the statement of grounds for dismissal to the Chancellor with a copy to the Director of Athletics.

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 Director of Athletics and the Coach to the Committee, with a copy being provided to the Coach and the Director of Athletics, 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 Director of Athletics 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 Director of Athletics 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 Director of Athletics 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 Director of Athletics, 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 Director of Athletics 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 Director of Athletics 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 Director of Athletics 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 Director of Athletics 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.