

Amendment to Employment Agreement

The following Amendments are made pursuant to Paragraph 8.09 of the Employment Agreement dated January 1, 2014, currently in place between Arkansas State University and Robert Blake Anderson:

4.01 is amended to reflect a contract termination date of January 31, 2020.

6.01(b) is amended to reflect the contract termination date of January 31, 2020.

6.01(e) is amended to reflect the contract termination date of January 31, 2020.

6.01(f) is amended to add the following sentence:

Should the University elect to terminate your contract without cause during the sixth year of your contract (February 1, 2019 to January 31, 2020), the University will pay as liquidated damages the amount of five hundred thousand dollars (\$500,000.00)


Section 6.02 is amended to reflect a contract termination date of January 31, 2020 and to add the following sentence:


Should Employee terminate this Agreement during the sixth year (February 1, 2019 to January 31, 2020), Employee will pay as liquidated damages the amount of five hundred thousand dollars (\$500,000.00) within ten (10) calendar days of termination.

The remainder of the Employment Agreement shall remain unchanged.

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

Arkansas State University-Jonesboro

By: 
Chancellor

By: 
Director of Intercollegiate Athletics

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

By: 
Head Football Coach

ARKANSAS STATE UNIVERSITY

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Employment Agreement" or the "Agreement") is made this 1 day of January, 2014, between Arkansas State University-Jonesboro (the "University") and Robert Blake Anderson (the "Employee") and it cancels and replaces any and all prior employment agreements between these two parties including any letter agreements.

ARTICLE I - PURPOSE

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

ARTICLE II - CONFIDENTIALITY

2.01. It is the desire of the parties to protect the privacy interests of both the University and the Employee in the terms and conditions of employment to the extent provided by law. Therefore, it is understood and agreed that disagreements between the parties over any term or condition of this Employment Agreement shall be treated confidentially as an employee evaluation or job performance matter and that the parties and their representatives shall not publicize to any third person, other than those participating directly in negotiations over the matter, the fact of a dispute. Nothing in this Section 2.01 shall prevent, restrict, or otherwise impede a party from pursuing legal action against the other party or otherwise in connection with this Employment Agreement.

ARTICLE III - POSITION

3.01. Employment as Employee of University.

The Employee is hereby employed by the University. Throughout the term of this Employment Agreement, the Employee shall use his full-time energies and abilities in the course and scope of employment for the exclusive benefit of the University. The Employee shall serve as the Head

Coach of the University's Football program and it is the goal of the parties that the Employee shall serve in such position throughout the term of this Employment Agreement.

3.02. Description of Employee's Responsibilities.

a. **Recognition of Duties.** The Employee agrees to be a loyal employee of the University at all times exercising the fiduciary duty owed by an employee to an employer. The Employee agrees to devote his diligent efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University. The Employee also agrees that notwithstanding the provisions of Section 5.03, during the term of this Employment Agreement, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his diligent efforts to the performance of his duties hereunder. The Employee also agrees not to usurp any corporate opportunities of the University.

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

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

- i. **General Description.** The position of Head Coach of the Football program is a specialized professional position. By holding this position, Employee is not eligible for tenure. The Employee is responsible for evaluating, recruiting, training and supervising a coaching staff which shall have the responsibility of evaluating, recruiting, training and coaching student-athletes with the goal of

competing successfully against major college competition in a quality athletic program.

- ii. **Responsibilities.** In his position as Head Coach of the Football program, the Employee is directly responsible for these general responsibilities relating to the Program: budget, fund raising and the recruiting, training, supervision, evaluation and performance of the coaching staff.
- iii. **Specific Responsibilities.** This position has these additional specific responsibilities:
 - A. Supervise assistant coaches, including compliance by such coaches with conference and NCAA rules and regulations;
 - B. Communicate with media, alumni and civic groups and appear in media programs, including Radio and Television shows owned by the University;
 - C. Work to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community;
 - D. Work within the confines of rules, regulations, guidelines and policies of the University athletic department;
 - E. Keep public statements positive toward the athletic program and to the University;
 - F. Work in cooperation with and support of the University's faculty and administrative officials to ensure that all student-athletes' academic requirements are met;
 - G. Be responsible for the actions of all assistant coaches and administrators who report, directly or indirectly to Employee;
 - H. Promote an atmosphere of compliance within the Program and monitor the activities of all assistant coaches and administrators involved with the Program who report, directly or indirectly, to Employee;
 - I. Establish and maintain a frequent and systematic program of personal communication with the University's student body.

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

Pursuant to NCAA Bylaw 11.2.1, if the Employee is found to be in violation of NCAA regulations, Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, whether such violations occurred at the

certifying institution or during the individual's previous employment at another member institution. The Employee may be suspended for a period of time, without pay, or the employment of the Employee may be terminated as provided in Section 6.01b hereof if the Employee is found to have been involved in significant or repetitive violations of NCAA, conference or University rules and regulations, as per the enforcement provisions of the NCAA Manual.

3.04. Reporting Relationship.

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

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

At no time during this Agreement will Employee be reassigned to a different position. The Employee is expected to work closely with a variety of Athletic Department and University staff on all matters affecting the intercollegiate athletic program or otherwise connected with the discharge of his duties as an employee of the University. If items arise that cannot be resolved satisfactorily between the Employee and his reporting supervisor, and if such items involve significant policy issues, the Employee may have direct access to the Chancellor of the University or the Chancellor's designee. The Chancellor or the designee will decide whether to consider the particular item and any disposition to be made of it.

With respect to any violation of the responsibilities and duties contained in this Article III which could constitute just cause for termination, such termination shall be carried out under the provisions of Article VI below.

ARTICLE IV - TERM OF EMPLOYMENT

4.01. Term of Agreement.

The Employee's employment hereunder shall commence January 1, 2014, and shall continue until this Agreement terminates on January 31, 2019; provided that this provision is subject to the terms and conditions of Article VI hereof and subdivision 8.03 concerning termination (the "Term"). This Agreement shall be reviewed each year and a written evaluation prepared by the Director of Intercollegiate Athletics which shall be reviewed with Employee at the conference conducted pursuant to 3.04.

Should the Arkansas State University Football team win eight (8) games over FBS opponents during any football season under which this contract is governed, this contract shall be extended by one year for each such season.

ARTICLE V - COMPENSATION

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

5.01. Guaranteed Base Salary.

The guaranteed base salary paid by the University to the Employee shall be the line item maximum as set by the Arkansas legislature for each year of this agreement payable in bi-monthly installments by the University to the Employee.

5.02. Fringe Benefits.

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

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

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

c. **Other Benefits.** The University will provide Employee with thirty (30) complimentary tickets to home football games. Employee shall have four (4) complimentary spaces on all football plane trips based on availability and limited to family members only. The University will also provide Employee with four (4) complimentary tickets to all University home basketball games; the right to request through the University four (4) tickets to all NCAA Tournament basketball games which will be provided based on inventory; and ten (10) complimentary tickets to any bowl, playoff, or conference championship game in which the Program participates. In the event the Internal Revenue Service determines said benefits

constitute income, Employee shall be responsible for the payment of any taxes due with respect to such income.

5.03. Opportunities to Earn Outside Income.

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

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

to retain all revenue generated by such outside activities and is obligated to pay all expenses associated with such outside activities including all camps and clinics. The University agrees that any such expenses charged by or on behalf of the University for camps and clinics shall be at the best rates available to any other party.

b. Commercial Endorsements. Subject to the provisions of Section 5.03a hereof, the University and the Employee agree that the Employee may undertake commercial endorsements of products and services in which he identifies himself as the Head Coach of the Football program during such time as the Employee is assigned to such position but that he may not otherwise associate the University's name with an endorsement and provided that all such endorsements referring to the University must cease at the termination of this Agreement.

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

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

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

a. A bonus of fifty thousand dollars (\$50,000.00) in each year the Program wins a conference championship and Employee prepares the team for and coaches the team in a NCAA sanctioned bowl game

b. A bonus of twenty-five thousand dollars (\$25,000.00) in each year the Program receives or earns a bid or berth to participate in a NCAA sanctioned bowl game absent a conference championship and Employee prepares the team for and coaches the team in the bowl game.

c. A bonus of fifty thousand dollars (\$50,000) in each year the Program receives or earns a bid or berth to participate in a BCS bowl game (or an NCAA or BCS tournament game) and Employee prepares the team for and coaches the team in the bowl or tournament game.

d. A bonus of \$75,000 in each year the Program receives or earns a bid or berth to participate in the BCS or NCAA championship game and Employee prepares the team for and coaches the team in the championship game.

- e. A bonus of \$100,000 in each year the Program wins the BCS or NCAA championship game and Employee prepares the team for and coaches the team in the championship game.
- f. A bonus of \$10,000 in each year in which Employee is named Conference Coach of the Year (solo or shared).
- g. A bonus of \$25,000 in each year in which Employee is named National Coach of the Year (solo or shared).

The bonuses in paragraphs a through e are not cumulative and will be paid based on the highest achievement and only if Employee is still employed by the University at the time the event occurs.

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

ARTICLE VI - TERMINATION

6.01. Termination By University.

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

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

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

b. Termination by University for Just Cause. The University shall have the right to terminate this Employment Agreement for Just Cause prior to its normal expiration on January 31, 2019. The term "Just Cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:

1. Violation by the Employee of any of the terms and conditions of this Agreement;
2. Any conduct of the Employee during the Term in violation of any criminal statute (constituting a felony or misdemeanor) or constituting moral turpitude;
3. Significant or repetitive violations of any NCAA regulation or any violation of law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the conference or the NCAA (a "Violation") which Violation reflects adversely upon the University or its athletic program, including any Violation which results in the University being placed on probation or banned from post-season competition by the conference or the NCAA and including any Violation which may have occurred during prior employment of the Employee at another NCAA member institution; or
4. Conduct of the Employee prejudicial to the best interests of the University or its athletic program or which violates any policy or procedure of the University;
5. Prolonged absence from duty without the consent of the Employee's reporting supervisor; or
6. Any cause adequate to sustain the termination of any other contracted University employee.

c. **Determination of Cause and Employee's Right to University Hearing.** "Just Cause" sufficient to satisfy the provision of Section 6.01b hereof shall initially be determined by the Chancellor of the University or the Chancellor's designee at a pre-termination hearing held for such purpose after five (5) day's prior written notice to the Employee, which notice shall include a statement of the charges against the Employee. The hearing shall consist of an explanation of the University's evidence and an opportunity for the Employee to present his side of the story and shall include the right to have an attorney present to advise the Employee, but not to actively participate in the proceeding. The decision of the Chancellor or the Chancellor's designee at such hearing shall be the final decision of the University.

d. **University's Obligation Upon Termination for Cause.** In the event this Employment Agreement is terminated for Just Cause in accordance with the provisions of Section 6.01b hereof, all obligations of the University to make further payments and/or to provide any other consideration hereunder shall cease (except that the University shall remain obligated to pay to the Employee any earned, achieved, or accrued amounts after employee completes the check out process required by the University upon termination). In no case shall the University be liable to the Employee for the loss of any collateral business opportunities or any other benefits,

perquisites or income resulting from consulting relationships or from any other sources.

e. Termination by University Without Cause. The University shall have the right to terminate this Employment Agreement prior to its normal expiration on January 31, 2019, Without Cause. Termination "Without Cause" shall mean termination of this Agreement on any basis other than those set forth in Section 6.01b above. Termination by the University Without Cause shall be effectuated by delivering to the Employee written notice of the University's intent to terminate this Agreement Without Cause. If the University exercises its right under this Section 6.01e to terminate this Agreement Without Cause, the Employee shall be entitled to damages only as provided for in Section 6.01f below, and the provisions in Article VII hereof concerning restrictions on the Employee's ability to accept competitive employment shall have no further effect.

f. Liquidated Damages Upon Termination by University Without Cause. If the University terminates this Agreement Without Cause during the first year of your contract, the University will pay as liquidated damages the amount of three million dollars (\$3,000,000); should the University elect to terminate your contract without cause during the second year of your contract, the University will pay as liquidated damages the amount of two million dollars (\$2,000,000); should the University elect to terminate your contract without cause during the third year of your contract, the University will pay as liquidated damages the amount of seven hundred thousand dollars (\$700,000); should the University elect to terminate your contract without cause during the fourth year of your contract, the University will pay as liquidated damages the amount of five hundred thousand dollars (\$500,000); should the University elect to terminate your contract without cause during the fifth year of your contract, the University will pay as liquidated damages the amount of three hundred thousand dollars (\$300,000).

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

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University Without Cause prior to its natural expiration may cause the Employee to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the University and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for the damages and injury suffered by the Employee because of such termination by the

University. The foregoing shall not be, nor construed to be a penalty.

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

6.02. Termination by Employee.

Liquidated Damages Upon Termination by Employee. Subject to the provisions of paragraph 8.03, the following provisions shall apply to termination by the Employee. Employee shall have the right to terminate this Employment Agreement prior to its normal expiration on January 31, 2019, without cause. For the purpose of establishing the date on which liquidated damages become due and owing, "termination" by Employee shall be defined as the date on which Employee delivers written notice of termination to the Director of Intercollegiate Athletics or the date Employee announces his intent to terminate his employment, whichever occurs first.

Should Employee terminate this Agreement during the first year (January 1, 2014 to January 31, 2015), Employee will pay as liquidated damages the amount of three million dollars (\$3,000,000). One Million dollars (\$1,000,000) shall be paid within ten (10) calendar days of termination with the balance due within sixty (60) calendar days of termination.

Should Employee terminate this Agreement during the second year, (February 1, 2015 to January 31, 2016), Employee will pay as liquidated damages the amount of three million dollars (\$3,000,000). One Million Dollars (\$1,000,000) shall be paid within ten (10) calendar days of termination with the balance due within sixty (60) calendar days of termination.

Should Employee terminate this Agreement during the third year, (February 1, 2016 to January 31, 2017), Employee will pay as liquidated damages the amount of two million dollars (\$2,000,000), One Million Dollars (\$1,000,000) shall be paid within ten (10) calendar days of termination with the balance due within thirty (30) calendar days of termination.

Should Employee terminate this Agreement during the fourth year, (February 1, 2017 to January 31, 2018), Employee will pay as liquidated damages the amount of two million dollars (\$2,000,000) One Million Dollars (\$1,000,000) shall be paid within ten (10)

calendar days of termination with the balance due within thirty (30) calendar days of termination.

Should Employee terminate this Agreement during the fifth year, (February 1, 2018 to January 31, 2019)) Employee will pay as liquidated damages the amount of one million dollars (\$1,000,000) within ten (10) calendar days of termination.

All liquidated damages shall be paid to the Red Wolves Foundation, Inc.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of the Agreement by the Employee prior to its natural expiration may cause the University to lose certain benefits including reputation and good will and may cause the University to incur expenses to search for and employ another Head Football Coach all of which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the Employee and acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by the University because of such termination by the Employee. The foregoing shall not be, or construed to be, a penalty.

The University agrees that Employee may terminate this Employment Agreement upon written notice to the University in the event the University materially breaches this Agreement and fails to cure the same within fifteen (15) working days of its receipt of written notice thereof from or on behalf of Employee. In such an event of termination for cause, Employee shall not be obligated to pay the University (or any other party, including the Red Wolves Foundation, Inc.) any damages (liquidated or otherwise), whatsoever.

ARTICLE VII - RESTRICTIVE COVENANT

7.01. Restriction on Competition.

The parties agree that should another employment opportunity be presented by any person or entity to the Employee or should the Employee be interested in another position during the term of this Agreement, the Employee must notify the Director of Intercollegiate Athletics of such opportunity or interest and verbal or written permission must be given to the Employee and prospective employer by the Director of Intercollegiate Athletics before any discussions can be held by the Employee with the anticipated employment-position principals.

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

8.01. University's Educative Purpose is Primary.

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

priority in the various provisions of this Agreement, as set forth below.

a. It is recognized by the parties that a student-athlete may be declared not eligible for competition for academic reasons, because the University believes he or she would not be an appropriate representative of the University, as a disciplinary sanction under the University's student code, or because the University believes that he is not eligible according to the rules for athletic competition specified by the conference or the NCAA or for similar reasons. In no event shall such an action by the University be considered a breach of this Agreement.

b. In furtherance of its educative purpose, the University hereby agrees to supply the athletic program with the services of an academic counselor, employed by the University, who shall be available to all student-athletes in the athletic program for tutoring, academic assistance and related matters.

8.02. University's Commitment to Support Program.

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

8.03. University's Commitment to Maintain Program at NCAA FBS (or Equivalent) Level.

Both parties have entered into this Agreement upon the assumption that the University shall continue to compete in football at the NCAA FBS (or equivalent) level. If however, the Board of Trustees of the University should vote not to continue to compete at that level, Employee shall be free to terminate employment with the University without any penalty (or other damages) as set out in paragraph 6.02.

ARTICLE IX - MISCELLANEOUS

9.01. Employee Not Entitled to Tenure.

The parties hereby confirm their understanding that the Employee's employment under this Agreement in the position of Head Coach of the University's Men's Football program is not a tenure-track position, and will not lead to tenure.

9.02. Coaches and Administrative Staff.

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

9.03. Scheduling.

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

9.04. Compensation Conditional.

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

9.05. Requirement of University Signature and Approval.

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

9.06. Choice of Law.

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

9.07. Assignment of Agreement.

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

encumbered by the Employee.

9.08. Merger Clause.

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

9.09. Amendments to Agreement.

This Agreement may be amended or extended at any time only by a written instrument duly approved by the University through its designated representative and accepted by the Employee, such approval and acceptance to be acknowledged in writing.

9.10. Severability.

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

9.11. No Waiver of Default.

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

9.12. Acknowledgment.

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

9.13. Indemnification of University.

The Employee agrees to hold harmless and indemnify the University from any and all suits, claims, demands, damages, liability, costs and expenses including reasonable outside attorney's fees, arising out of any negligence or willful misconduct of Employee in connection with his service as Head Coach of the University's Men's Football program, except such suits, claims or demands in which the Employee seeks to enforce any remedies he may have under this Agreement.

9.14. University Retains all Materials and Records.

All materials or articles of information, including, without limitation, personnel records,

recruiting records, program information, films, statistics or any other material or data furnished to the Employee by the University or developed by the Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Employee's employment hereunder are and shall remain the sole and confidential property of the University (it being agreed that Employee may seek a license from the University for his bona fide use of the same [excluding personnel records, recruiting records, and film]),. Within ten (10) days of the expiration of the term of this Agreement or its earlier termination as provided herein, the Employee shall cause any such material in his possession or control to be delivered to the University.

9.15. Employee Will not Incur University Indebtedness.

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

9.16. "Force Majeure" Clause.

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

9.17. Governmental Immunity not Waived.

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

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

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

9.19. Notices.

Any notice or other communication which may or is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the day actually received if given by hand delivery or on day signed for by registered mail or any form of posting requiring signature.

If to the Employee: c/o The Legacy Agency, Inc.
1500 Broadway
Suite 2601
New York, NY 10036
Attn. Jordan Bazant

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

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

Arkansas State University

By: 
Chancellor

By: 
Director of Intercollegiate Athletics

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


Robert Blake Anderson

Dated: 6/17/14

