

Employment Contract

Board of Trustees of State Institutions of Higher Learning

This Employment Contract ("Contract") is made and entered into by and between the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi ("the Board") and Lane Kiffin ("the Employee") (collectively, "the Parties").

The Employee is hereby employed as **HEAD FOOTBALL COACH** at the University of Mississippi ("University") for the period beginning December 9, 2019 and ending December 8, 2023 ("Term") at and for the sum of two hundred and eighty thousand dollars (**\$280,000**) annually, payable in semi-monthly installments.

This Employment Contract is subject to the following terms and conditions:

1. The laws of the State of Mississippi and the policies and bylaws of the Board and University.
2. The Board reserves the right to increase or decrease said salary at any time during the life of this Contract. Any decrease shall be made only when and if necessary to keep expenditures of the University within that part of the legislative appropriation allotted to the University for the period covered by this Contract and shall be effective only from and after the date of the passage of an order by the Board.
3. The Board shall have the authority to terminate this Contract at any time for the following:
 - a. financial exigencies as declared by the Board;
 - b. termination or reductions of programs, academic or administrative units as approved by the Board;
 - c. malfeasance, inefficiency or contumacious conduct; and
 - d. for cause.
4. In the event the Employee abrogates this Contract for his convenience, the Board shall then fix the time and conditions of termination as necessary beyond those conditions otherwise provided in the Contract.
5. Special Provisions:
 - None
 - Attached Clause(s). ATH-1(HC), ATH-2(HC), ATH-3, ATH-4, ATH-5 (HC), ATH-8.

In witness whereof, the Parties hereto have executed this Employment Contract on this the 9 day of MARCH, 2020.

DocuSigned by:

EMPLOYEE


CHANCELLOR (FOR THE BOARD)

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-1(HC)

Athletics (Performance Incentives)

If before the beginning of any contract year during the term of this contract the University has adopted a team performance incentive plan for the team coached by Employee, the Parties agree that this Employment Contract shall be amended to include that team performance incentive plan, the terms of which shall be set by the Vice Chancellor for Intercollegiate Athletics in his sole discretion. If after the adoption of such team performance incentive plan the Employee or the team coached by Employee achieves any performance milestone(s) as defined in the team performance incentive plan, the University shall pay the Employee an additional sum as defined in the team performance incentive plan for achieving the performance milestone(s).

Rev. 1/17

Employee's Name: Lane Kiffin

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-2 (HC)

Athletics

(Definition of Cause, NCAA Violation and Change of Duties)

For the purposes of this Contract, "University Rules" shall mean all present and future: (i) local, state, or federal laws, ordinances, rules, or regulations; and (ii) rules, regulations, policies, procedures, guidelines, and standards of and governing the University and its employees, including without limitation, the bylaws and policies of the Board. "Governing Athletics Rules" shall mean all present and future constitutions, bylaws, rules, regulations, policies, procedures, guidelines, and standards of the NCAA, the SEC, or any other athletic conference or organization of which the University may become associated or which regulates intercollegiate athletics.

If the Board/University forms a reasonable belief based upon a reasonable investigation, that any of the following have occurred, the Board/University has "cause" under this Contract, and the Board/University may, in its sole discretion, terminate Employee's contract, change or reassign Employee's duties, suspend Employee without pay, direct the Ole Miss Athletics Foundation ("OMAF") to suspend or terminate any supplemental compensation or benefits due Employee under any agreement between Employee and OMAF, direct OMAF to terminate any agreement between Employee and OMAF, or take any lesser disciplinary action against Employee:

(i) any material violation by Employee of the Governing Athletics Rules or University Rules, including any such violation which may have occurred prior to Employee's employment with the University;

(ii) failure by Employee to timely report to the Vice Chancellor for Intercollegiate Athletics or Athletics Compliance any material violation of Governing Athletics Rules or University Rules by Employee, any prospective student-athlete, student-athlete, athletics staff member, coach or other representative of the University's athletics interests about which Employee knows, or upon reasonable investigation should have known;

(iii) any material violation of any University Rule or Governing Athletics Rules by a prospective student-athlete, a student-athlete, athletics staff member, coach or other representative of the University's athletics interests, and either: (a) the violation occurs or continues to occur after Employee knew or should have known that it was about to occur or was occurring, (b) the violation occurred as a result of the Employee's failure to establish and maintain reasonable policies and procedures to prevent such violation, or (c) the violation occurred as a result of the Employee's failure to create, promote, and maintain an atmosphere of compliance within the University's intercollegiate athletics program under Employee's supervision;

(iv) consistent with NCAA Bylaw 11.1.1.1, failure to promote an atmosphere of compliance with Governing Athletics Rules, failure to monitor the activities of all institutional staff members involved with the University's athletics program who report directly or indirectly to Employee, or failure to administer, operate, maintain, or control all aspects of the University's athletics program under Employee's supervision, including, but not limited to, the actions of independent agencies or organizations or of representatives of athletics interests, in a manner consistent with Governing Athletics Rules and University Rules;

(v) failure by Employee to comply with: (a) disciplinary measure(s) self-imposed by the University, or (b) any investigation, enforcement, penalty, and other disciplinary provisions and procedures of the NCAA and the SEC, including, but not limited to, NCAA Bylaws 11.2.1, 19.11, and 19.2.3, SEC Bylaw 19.8, and Article 4 of the SEC Constitution;

(vi) issuance of a "show cause" or other penalty by the NCAA (including from the Independent Accountability Resolution Process of NCAA Bylaw 19.11) or the SEC requiring termination, suspension, or temporary reassignment of duties assigned to Employee under this Contract;

(vii) commission by Employee of any felony or of any crime involving dishonesty or immoral conduct or engaging in any conduct that constitutes moral turpitude or causes notorious and public scandal;

(viii) knowing participation by Employee in sports wagering (as defined in NCAA rules and under Mississippi law) or providing information to individuals involved in or associated with sports wagering concerning intercollegiate, amateur, or professional competition;

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

(ix) failure by Employee to use best efforts in the development, operation, and control of all aspects of the University's athletics program under Employee's supervision, including student-athlete academic performance and support of related organizations;

(x) refusing or failing to perform any duties reasonably related to Employee's position or failing to perform the same to the best of Employee's ability, after notice to Employee of the University's expectations;

(xi) prolonged absence from the University without the written consent of the Vice Chancellor for Intercollegiate Athletics;

(xii) seeking or considering, whether directly or through any agent or representative (whether acting with or without Employee's knowledge), employment with another sports-related business or program without providing prior written notice to the Vice Chancellor for Intercollegiate Athletics;

(xiii) acceptance by Employee of employment with another sports-related business or program without the express written consent of the Vice Chancellor for Intercollegiate Athletics;

(xiv) failure to report to the University's Title IX Coordinator any violation of the University's Title IX or sexual harassment policy of which the Employee knows, or upon reasonable investigation, should have known or has reasonable cause to believe is taking place or may have taken place that involves any student, faculty, or staff or that is in connection with a University sponsored activity or event; and

(xv) any other misconduct by Employee which, in the reasonable and good faith judgment and sole discretion of the University reflects adversely upon the University or its athletics program, and brings the University, its athletics programs and/or Employee into public disrepute or contempt.

Notwithstanding the language contained herein, University acknowledges and agrees that it does not intend for Employee to be terminable for cause in the event of a minor or immaterial violation of an applicable rule, regulation, or policy.

Employee's Contract is automatically terminated if Employee is separated "for cause." Employee shall receive no further compensation under this Contract after the effective date of any "for cause" termination, except for accrued but unused leave and vested wages as per University policy. Notwithstanding the foregoing, if Employee is terminated "for cause," Employee shall forfeit any Incentive earned but not yet paid under Clause ATH-1 of this Contract. All of the Parties' remaining respective rights and obligations under this Contract shall cease upon the effective date of any "for cause" termination. At such time, the University/Board shall have no further obligation or liability to Employee and shall have no liability for any future wages, Incentive, or any other compensation, payment, or benefit of any kind that Employee may have received had Employee not been terminated "for cause."

Rev. 12/19

Employee's Name: Lane Kiffin

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-3

Athletics (Athletically-Related Income and Benefits)

Employee hereby stipulates that annually, on or before July 1st of each year, Employee shall provide the Chancellor a written report of any athletically-related income and benefits exceeding \$600 that Employee received from sources outside the University, including, but not limited to: (a) University-affiliated athletics support foundations, annuities, sports camps, housing benefits, and complimentary ticket sales; (b) endorsement or consultation contracts with athletic shoe companies, equipment manufacturers/sellers, apparel companies, television networks and/or radio programs; and (c) ownership, control, or management of a foundation, organization, or other entities. Employee shall provide the Chancellor any corroborating information deemed necessary to verify the report.

Rev. 12/19

Employee's Name: Lane Kiffin _____

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-4

Athletics (Summer Camp)

In addition to the salary herein above set out, the Employee may receive annual supplemental compensation of not more than \$20,000 each year from the net revenues received from Camp (hereinafter "summer camp"). To receive supplemental compensation, the Employee must, with the prior written approval of the Chief Executive Officer of the University, organize, run, operate and be present at such summer camp. The revenues covered by this section include all fees received in connection with the operation of such summer camp. In determining the net revenues upon which the supplemental compensation is based, there shall be deducted from the revenues all expenses of the summer camp. All expenses of the summer camp shall include, but not be limited to, any and all housing charges, food service charges, equipment and supply charges, and must be paid in full before the Employee shall be entitled to any supplemental compensation. The supplemental compensation covered in this section can be made available only to the extent of the net revenues generated from the summer camp.

Rev. 12/19

Employee's Name: Lane Kiffin _____

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-5 (HC)

Athletics (Multi-year Clause)

The parties understand and agree that this is a multi-year contract beginning December 9, 2019 and ending December 8, 2023 (the "Term"). On December 8th of each year this Contract remains in effect, the Contract shall be automatically extended for one year, provided the football team wins seven (7) football games that year. In the event the football team does not win seven (7) football games during the applicable year, this Contract shall be automatically extended for one year unless the University or Employee provides written notice on or before December 8th to the other party that the University or Employee has elected not to extend the Contract. Election not to extend this Contract shall not constitute an act of termination or breach of contract.

Either Party may terminate the contract "without cause" prior to the expiration of the Term of the Contract. If the University/Board terminates the Contract "without cause" at any time prior to the expiration of the Term, Employee shall be paid any accrued but unused leave and vested wages as per University policy, his salary for the remainder of the Term of the Contract in equal monthly installments or lump sum, and any Incentive earned but not yet paid under Clause ATH-1 as of the effective date of the University/Board's "without cause" termination ("Payment Obligation"). The aforementioned payments shall constitute full and final release, accord and satisfaction of any and all claims, losses, or damages of any kind relating to the University/Board's "without cause" termination, and any claims, rights, or causes of action that Employee may otherwise assert against the University/Board shall be extinguished. The University/Board may require, in its sole discretion, Employee to execute a mutually agreeable Release in favor of the University/Board further memorializing the same. The University/Board shall have no further obligation or liability to Employee and shall have no liability for any future wages, Incentive, compensation, or any other payment or benefit of any kind that Employee may have received had the Contract not been terminated.

In the event the Employee provides notice to the University that: (1) he seeks to terminate the Contract "without cause," or (2) he accepted employment with another sports-related business, in addition to any other actions, remedies, or claims the University may have against the Employee for breach of Contract, the University may immediately terminate Employee's Contract. However, all of the University's obligations under the Contract shall cease as of the date of the Employee's notice of the termination, except for the payment of any accrued but unused leave and vested wages as per University policy, and the University/Board shall have no further obligation or liability to Employee for any future wages, Incentive, compensation, or any other payment or benefit of any kind that Employee may have received had the University not terminated the Contract.

Rev. 12/19

Employee's Name: Lane Kiffin

Employment Contract

Attached Clause (Codes must be listed on face of contract.)

Code: ATH-8

Athletics (Cooperation)

Employee hereby stipulates that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, as specified in NCAA Bylaw 19.2.3. Employee also stipulates that individuals found in violation of NCAA regulations shall be subject to disciplinary or corrective action, as set forth in the provisions of the NCAA infractions process (NCAA Bylaw 19), including suspension without pay or termination of employment. Employee further stipulates that the obligation to cooperate survives the termination of this Agreement, and where the circumstances warrant, shall be commensurate with the length of time required to conclude the NCAA investigation and/or appeal, if any, giving rise to the duty to cooperate.

Rev. 12/19

Employee's Name: Lane Kiffin