

# Employment Contract

## Board of Trustees of State Institutions of Higher Learning

**This Employment Contract** is made and entered into by and between The Board of Trustees of State Institutions of Higher Learning of the State of Mississippi, hereinafter called **the Board**, and **Daniel Mullen**, hereinafter called **the Employee**.

**The Employee** is hereby employed as,

**Head Football Coach, Athletics – Football**

at **Mississippi State University**, herein called **the University**,

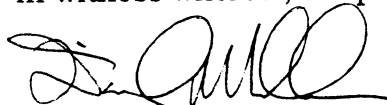
for the period beginning **December 11, 2008** and ending on **December 10, 2012**,

at and for the sum of **\$ 250,000.00** 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.
2. **The Board** reserves the right to increase or decrease said monthly 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;
  - d. For cause.
4. In the event **the Employee** abrogates this contract for his/her convenience, **the Board** shall then fix the time and conditions of termination.
5. Special Provisions: **Attachments: ATH-2 (HC), ATH-3, ATH-4**

In witness whereof, the parties hereto have executed this Employment Contract.



(Employee Signature)

Date 3/10/09



(For the Board)

Date MAR 11, 2009

Rev.7/2004

# Employment Contract

## Attached Clause

Daniel Mullen

Code: ATH-2 (HC)

### Athletics

#### (NCAA Violation and Change of Duties)

The Employee acknowledges that if the Board forms a reasonable belief based upon a reasonable investigation that any of the following have occurred, the Board may suspend Employee without pay and/or terminate this contract:

(i) any significant or repetitive violation by Employee of any law, regulation, rule, bylaw, policy, or constitutional provision of the State of Mississippi, the IHL, the University, the NCAA, or the SEC, including any violation of any NCAA or SEC law, regulation, rule, bylaw, policy or constitutional provision which may have occurred during Employee's employment at Mississippi State University;

(ii) any significant or repetitive violation by any member of Employee's coaching staff, student-athlete or any representative of the University's athletic interests of any law, regulation, rule, bylaw, policy or constitutional of the State of Mississippi, the IHL, the University, the NCAA or the SEC;

(iii) failure to administer, operate, maintain, or control all aspects of the university's Football program, including, but not limited to, the actions of independent agencies or organizations or of representatives of athletic interests, in a manner consistent with the rules and regulations of the NCAA, the SEC, the IHL, or the University.

With respect to NCAA rules, "significant or repetitive violation" shall include, but not be limited to: (i) involvement in any "major" infraction of NCAA rules as defined by those rules; (ii) involvement in multiple, similar "secondary" violations or systemic "secondary" violations of NCAA rules as defined by those rules; (iii) "unethical conduct" as defined by NCAA rules; or (iv) failure to report a "major" or "secondary" infraction of NCAA rules about which the Employee knew or should have known.

The Employee further acknowledges that if the Board forms a reasonable belief based upon a reasonable investigation that Employee has committed any violation of NCAA regulations, the employee may be subject to disciplinary or corrective action as set forth in or required by NCAA enforcement procedures or rules, including suspension without pay or termination of employment for significant or repetitive violations.

In addition, the University specifically reserves the right to assign duties, to transfer, or reassign, or otherwise change the duties of the Employee during the term of this contract.

# Employment Contract Attached Clause

Daniel Mullen

Code: ATH-3

## **Athletics (Summer Camp)**

In addition to the salary herein above set out, **the Employee** may receive annual supplemental compensation of not more than **\$ 25,000.00** each year from the net revenues received from Football Summer Camps, hereinafter called 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, all housing charges, all food service charges, all 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.

# **Employment Contract Attached Clause**

**Daniel Mullen**

**Code: ATH-4**

## **Athletics (Multi-year Clause)**

This is a multi-year contract beginning **December 11, 2008** and ending **December 10, 2012**.

If this contract is terminated by the Board for cause and/or due to violation of Attachment ATH-2, no remaining salary, if any, shall be due employee.