

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 **DANNY HUGH FREEZE** hereinafter called the Employee.

The Employee is hereby employed as **HEAD FOOTBALL COACH** at The University of Mississippi, hereinafter called the University, for the period beginning **DECEMBER 5, 2011**, and ending on **DECEMBER 4, 2012**, at and for the sum of **\$240,000**, starting in the month of **DECEMBER** through **DECEMBER**, inclusive.

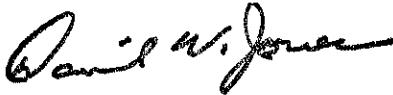
This employment contract is subject to the following terms and conditions:

1. The laws of the State of Mississippi and the policies and bylaws of the Board.
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 reduction 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:
 None
 Attached Clause(s) ATH-1, ATH-2(HC), ATH-3, ATH-4, ATH-5

In witness whereof, the parties hereto have executed this Employment Contract on this the 5TH day of DECEMBER, 2011.



(Employee Signature)



(For the Board)

Employment Contract

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

Code: ATH-1

Athletics (Post-Season)

During this contract period if a University of Mississippi team participates in a post-season event, the Employee may be paid, upon written approval of the Chief Executive Officer of the University, an additional sum up to no more than eight percent (8%) of the Employee's annual salary and in an amount to be determined in the sole discretion of the Chief Executive Officer based upon additional revenues derived from post-season participation as well as the extra services required in preparation for and participation in such a post-season event.

Page 2 of 6

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)

Employee acknowledges that 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 Section 3.d. of this Contract, and the Board/University may, in its sole discretion, change or reassign Employee's duties, suspend Employee without pay and/or terminate this contract, or take any lesser disciplinary action against Employee:

(i) any material violation by Employee of any law, regulation, rule, bylaw, policy, or constitutional provision of the United States, the State of Mississippi, the IHL, the University, the NCAA, the SEC or other athletics conference, including any such violation which may have occurred prior to Employee's employment with the University, that in the reasonable and good faith judgment of the University reflects adversely upon the University or its athletics program;

(ii) failure by Employee to timely report to the University's Director of Intercollegiate Athletics any violation of any law, regulation, rule, bylaw, policy, or constitutional provision of the United States, the State of Mississippi, the IHL, the University, NCAA or SEC by any student-athlete, athletics staff member, 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 law, regulation, rule, bylaw, policy or constitution of the United States, the State of Mississippi, the IHL, the University, the NCAA or the SEC by any member of Employee's staff, any student-athlete coached by Employee, or any representative of the University's athletics interests that in the reasonable and good faith judgment of the University reflects adversely upon the University or its athletics program 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 and Employee failed to act reasonably to prevent, limit, mitigate, or report such violation to the appropriate University administrator; or (b) the violation occurred as a result of the Employee's failure to establish and maintain reasonable policies and procedures to prevent such violations;

(iv) any "major" violation of NCAA rules by Employee or by any athletics staff or student-athletes under Employee's direct supervision which may, in the reasonable and good faith judgment of the University, reflect adversely upon the University or its athletics program. As used in subparagraph (iv), a "major" violation of NCAA rules shall include, but not be limited to: (a) involvement in any "major" infraction of NCAA rules as defined by those rules; (b) involvement in multiple, similar "secondary" violations or systemic "secondary" violations of NCAA rules as defined by those rules; and (c) "unethical conduct" as defined by NCAA rules;

(v) failure to promote an atmosphere of compliance and 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 the rules and regulations of the NCAA, the SEC, the IHL, or the University;

(vi) failure by Employee to comply with the enforcement, penalty, and other disciplinary provisions and procedures of the NCAA or of the SEC, including but not limited to the provisions of Article 4 of the SEC Constitution and of SEC Bylaw 19.8.

(vii) issuance of a "show cause" or other penalty by the NCAA or the SEC requiring termination, suspension or temporary reassignment of duties assigned to Employee under this contract;

(viii) 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;

(ix) knowingly participating in "sports wagering" (as that term is defined in NCAA rules) activities or providing information to individuals involved in or associated with sports wagering activities concerning intercollegiate, amateur or professional competition;

(x) failure by Employee to use best efforts in the development of the University's athletics program under Employee's supervision and in support of related organizations;

(xi) 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;

(xii) prolonged absence from the University without the consent of the Director of Intercollegiate Athletics;

(xiii) 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 the express written consent of the Director of Intercollegiate Athletics, which consent will not be unreasonably withheld; or

(xiv) acceptance by Employee of employment with another sports-related business or program without the express written consent of the Director of Intercollegiate Athletics.

Employment Contract

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

Code: ATH-3

Athletics (Disclosure of Outside Income)

Employee shall report annually in writing to the Chancellor of the University through the Director of Intercollegiate Athletics on or before July 1 of each year, all athletics-related income from sources outside the University including, but not limited to, income from University-affiliated athletics support foundations, annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement, consultation contracts with athletics shoe, apparel, or equipment manufacturers/sellers, or others. Employee shall provide such information as deemed necessary to verify such report. Such outside activities shall not interfere with the full and complete performance by Employee of the duties and obligations as an employee of the Board.

Page 4 of 6

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 \$25,000 each year from the net revenues received from Camp, 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.

Page 5 of 6

Employment Contract

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

Code: ATH-5

Athletics (Multi-year Clause)

It being understood that this is the FIRST year of a FOUR-year contract beginning DECEMBER 5, 2011, and ending DECEMBER 4, 2015.

In the event the Board should terminate this contract without cause at any time prior to its expiration on DECEMBER 4, 2015, the Board shall be responsible for paying the coach all remaining salary due him under the contract but shall not be responsible for paying any sum representing any income or benefit to the coach other than the remaining portions due him under his annual salary.

In the event the Board should terminate this contract without cause, the Employee agrees to make reasonable and diligent efforts to obtain other employment as soon as reasonably possible. If the Employee obtains other employment, the Board's financial obligations under this contract, including ATH-5, shall be offset by any income earned from such other employment.

Page 6 of 6