

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), is entered by and between the Board of Governors of Missouri State University (“University”) and Robert “Bobby” Petrino (“Coach Petrino”), and is effective as of January 15, 2020 (“Effective Date”).

WHEREAS, the University desires to employ Coach Petrino as the head coach of its intercollegiate football program (“Head Football Coach”), and Coach Petrino desires to accept the position of Head Football Coach, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Term of Employment.

(a) **Initial Term.** The University does hereby employ Coach Petrino as Head Football Coach of its intercollegiate football team (“Team”) for an initial five-year term commencing on January 15, 2020 and continuing through January 14, 2025 (“Initial Term”), subject to renewal or termination on the terms and conditions hereinafter provided. Each year within the Initial Term, and each year any renewal term thereafter, will be referred to as a “Contract Year.” The parties agree to review the terms and conditions of the Agreement after the 2020-2021 intercollegiate football season.

(b) **Automatic Extension of Employment Agreement.** The Initial Term of the Agreement will automatically be extended by one (1) Contract Year for each season that the Team makes the National Collegiate Athletic Association

(“NCAA”) Football Championship Subdivision (“FCS”) playoffs. For example, if the Team makes the playoffs four (4) times during the Initial Term, the Agreement will automatically be extended for a total of four (4) Contract Years.

- (c) **Extension By Mutual Agreement.** In addition to the automatic renewal terms contemplated by Section 1(b) above, this Agreement may be extended by the mutual agreement of the parties, provided that such mutual agreement shall be formally memorialized in writing consistent with Section 11.

2. **Duties.** Coach Petrino shall be responsible for fulfilling the following duties:

- (a) **Head Football Coach.** Coach Petrino shall serve the University as its Head Football Coach, and shall at all times devote his whole time, attention, and energies to the conduct and coaching of the Team on behalf of the University, and to the administration and management of his coaching staff, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a Head Football Coach at a college or university.
- (b) **Television Show.** Starting with the Contract Year commencing January 15, 2020, Coach Petrino shall participate in a television show called the “Coach Petrino Football Show” (or similar) (“TV Show”) to promote the good will of the University and publicize its programs. In participating in the TV Show, Coach Petrino will in no way engage in conduct that does not well represent the University or the media outlet.

- (c) **Radio Show and Coach's Call-In Show.** Starting with the Contract Year commencing January 15, 2020, Coach Petrino shall participate in a radio show with Missouri State University's Sports Radio Network called the "Before and After Game Show" (or similar) ("Radio Show") to promote the good will of the University and publicize its programs. In participating in the radio show, Coach Petrino will in no way engage in conduct that does not well represent the University or the media outlet. Coach Petrino may elect to have an assistant coach be interviewed on the Before Game Show, but agrees that only he will be interviewed in the Post Game Show unless permitted by the radio outlet. Regarding a weekly coach's call-in show, such a show shall be held on a weekly basis at a locational mutually agreeable to Coach Petrino and Meyer Communications, Inc. Coach agrees to do this show with a representative of Meyer Communication's on a weekly basis during the football season.
- (d) **Other Activities Permitted.** Notwithstanding any other language in the Employment Agreement, including the other provisions in this Section 2, Coach Petrino shall be permitted to conduct summer football camps or clinics for his sole benefit as further described herein. In addition, Coach Petrino shall be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third-party opportunities so long as such activities are not inconsistent with the Agreement, do not represent a conflict of interest consistent with University policy, and/or are not violative of NCAA regulations, and with the prior

written approval of the Director of Athletics, which approval shall not be unreasonably withheld.

3. **Compensation.** As of the Effective Date, the University shall pay Coach Petrino the following compensation:

- (a) **Base Salary.** On an annual basis (i.e., each Contract Year), the University shall pay Coach Petrino Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Base Salary”), which translates to a gross monthly salary of Twenty Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$20,833.33) (“Monthly Adjusted Base Salary”). For the duration of the Agreement, Coach Petrino’s Base Salary shall be subject to any and all across-the-board salary increases provided to University’s other employees, including any across-the-board salary increases provided on or after July 1, 2020.
- (b) **Payment Via University’s Standard Payroll Procedure.** Coach Petrino’s salary shall be paid in equal sums at such intervals as the University has established for its payroll procedure, less applicable taxes and withholdings.
- (c) **Base Salary as Total Guaranteed Compensation.** The compensation specified in Section 3(a) represents the total guaranteed compensation due and owing Coach Petrino in consideration of his: (i) duties as the University’s Head Football Coach, (ii) TV Show duties, as specified in Section 2(b); (iii) Radio Show duties, as specified in Section 2(c); and (iv) for attending University alumni/fundraising events as requested

(d) **Eligibility for Incentive Payments.** Coach Petrino shall be eligible for additional incentive payments as specified in Section 6.

4. **Additional Entitlements.** In addition to the compensation described in Section 3, Coach Petrino shall receive the following entitlements:

(a) **Fringe Benefits and Privileges.** The benefits and privileges accorded the University administrative, professional and staff employees, such as, but not limited to, paid vacation, paid sick leave, worker's compensation, Missouri State Employees Retirement System ("MOSERS"), health insurance, life insurance, long-term disability insurance, and other benefits established by the Board of Governors will likewise be accorded to Coach Petrino. It is agreed that the terms and conditions in the Faculty Handbook will not be regarded as a part of the Agreement, and that Coach Petrino is not on tenure-track and is not receiving tenure.

(b) **Moving Expenses.** The University agrees to reimburse Coach Petrino for any and all documented expenses associated with Coach Petrino's relocation to Springfield, Missouri from Orlando, Florida, including but not limited to packing, unpacking and moving expenses/fees.

(c) **Temporary Housing.** The University agrees to provide Coach Petrino and his household with temporary housing for up to three (3) months, upon his relocation to Springfield, Missouri. The University shall be responsible for making the temporary housing arrangements on Coach Petrino's behalf at the University's expense.

5. **Football Camp(s).** University acknowledges that it is in the interest of the University to have a football camp(s) during the summer. In this regard, Coach Petrino may conduct annual football camp(s), and if so for his own benefit, and the University shall make available University facilities for that purpose, subject to the following provisions as long as the Agreement remains in effect and is not terminated.

- (a) **University Fee Per Camp Enrollee.** Coach Petrino agrees to pay the University \$5 per person for each camp enrollee up to a maximum of 1,000 camp enrollees for the summer of 2020 for the rental of Robert W. Plaster Stadium. (“Plaster Stadium”). For the remaining years of the Agreement, Coach Petrino agrees to increase the per person rate to a maximum of \$10 per person, if requested by the University, and the University will give notice of any requested increase by December 31 prior to the summer the increase will be effective.
- (b) **Insurance Obligations.** Coach Petrino agrees to secure commercial general liability insurance to cover the operation of the camp. Such policy limits insurance shall be in amounts no less than Five Hundred Thousand Dollars (\$500,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity. Coach Petrino agrees to increase the liability limits if requested by the University as a result of a change in Missouri law.

- (c) **Mandated Reporter Training.** Coach Petrino will attend and require his staff to attend any University-required mandated reporter and/or Title IX trainings prior to conducting any football camps.
- (d) **Use of University's Athletic Facilities.** In addition to Plaster Stadium, Coach Petrino shall be entitled to use other University facilities (including JQH Arena, the Greenwood Gym, and McDonald Arena) in conducting football camps, subject to scheduling and availability. Coach Petrino shall work with the University's Director of Athletics to schedule use of these other athletic facilities.
- (e) **Use of University's Housing System.** Coach Petrino shall be given access to the University's residency housing system for use in conjunction with the football camps, provided that he shall pay the then current daily rate charged by the University's Department of Residence Life, Housing, and Dining Services for each camp enrollee. The University agrees to provide Coach Petrino with notice of any increase in residence hall rates for the subsequent year by the preceding December 31.
- (f) **No Guarantee as to Number of Camp Participants.** Coach Petrino does not guarantee any number of football camp participants or enrollees.
- (g) **Registration Fee, Revenue for Football Camps.** The registration fee for each football camp enrollee shall be established by Coach Petrino. Coach Petrino shall be allowed to retain all revenues and income generated by such camp, less fees referenced above in Sections 5(a) and (e).

- (h) **Use of University Name, Logos in Camp Brochures.** Coach Petrino may use the University names, logos, and depictions in brochures and similar camp documentation.
- (i) **Audit Right of University.** To the extent necessary to permit the University to ensure compliance with all applicable NCAA rules, Coach Petrino shall provide all camp records to athletics administrators or other university administrators when requested, or as otherwise required by law. Examples of such records may include, without limitation, rosters, applications, free or discounted admissions, bank statements, expense records, and payroll records.

6. Other Compensation and Incentives.

- (a) **Achievement Payments.** Coach Petrino shall be entitled to receive certain payments (before taxes) if the Team performs to certain levels of achievement.
 - (i) **Academic Progress Rate (“APR”).** Coach Petrino shall be paid the amount of Five Thousand Dollars (\$5,000.00) for each academic year that the Team’s NCAA calculated APR meets or exceeds the NCAA APR Multiyear Cut Score.
 - (ii) **MVCF Conference Championship or Co-Championship.** In the event that the Team finishes a season as champions or co-champions in the Missouri Valley Conference (“MVCF”), an additional Ten Thousand Dollars (\$10,000.00) will be paid to Coach Petrino.

- (iii) **MVCF Conference Runner-Up or Co-Runner-Up.** In the event that the Team finishes a season as runner-up or co-runner-up in the MVCF, an additional Five Thousand Dollars (\$5,000.00) will be paid to Coach Petrino.
- (iv) **Eight (8) Wins.** In any season that the Team wins eight (8) or more of its regularly scheduled games, Coach Petrino will be paid an additional Two Thousand Five Hundred Dollars (\$2,500.00).
- (v) **Win Over Opponent Eligible for the College Football Playoffs.** In the event that the Team defeats an opponent during the regular season who is subsequently deemed eligible for the college football playoffs at the conclusion of that season, Coach Petrino will be paid an additional Five Thousand Dollars (\$5,000.00).
- (vi) **Eligibility for the FCS College Football Playoffs.** In any season that the Team makes it to the FCS College Football Playoffs, Coach Petrino's Base Salary shall be increased by Twenty-Five Thousand Dollars (\$25,000.00) per Contract Year for the remainder of the Initial Term and the corresponding automatic one-year renewal.
- (vii) **FCS College Football Playoffs Wins.** In the event that the Team makes it to the FCS College Football Playoffs, Coach Petrino will be paid an additional Ten Thousand Dollars (\$10,000.00) per playoff win.
- (viii) **NCAA National Championship.** In the event that the Team wins the NCAA National Championship, Coach Petrino will receive Twenty-Five

Thousand Dollars (\$25,000.00) in Adidas product at retail value for his personal use.

- (ix) Adidas Conference Coach of the Year.** In any Contract Year that Coach Petrino is named the Adidas Conference Coach of the Year, he will receive Two Thousand Five Hundred Dollars (\$2,500.00) in Adidas product at retail value for his personal use.
- (x) MVCF Coach of the Year.** In any Contract Year that Coach Petrino is named the Missouri Valley Coach of the Year by the Missouri Valley Conference coaches or the Missouri Valley Conference media, he will receive an additional Five Thousand Dollars (\$5,000.00).
- (xi) Eddie Robinson National Coach of the Year.** In any Contract Year that Coach Petrino is named the Eddie Robinson National Coach of the Year, he will receive an additional Ten Thousand Dollars (\$10,000.00).
- (xii) Attendance.** In the event that the average home attendance (including paid and unpaid attendance) for the football season exceeds 10,000, Coach Petrino will receive an addition Two Thousand Five Hundred Dollars (\$2,500.00). Once the average attendance for a season exceeds 10,000, in order to earn additional incentive pay for attendance, the average attendance must continue to increase. For example, in Contract Year One, the average attendance is 10,001. Coach Petrino will be paid \$2,500 for year one. In order to achieve attendance incentive pay for Contract Year Two, the average attendance must be 10,002 or greater.

- (xiii) **Timing of Incentive Payments.** All such achievement payments will be paid to Coach Petrino within thirty (30) days of the dates earned and shall be paid even if the Agreement is terminated by either party for any reason.
- (b) **Club Memberships.** The University will pay periodic dues for Coach Petrino and his family which will entitle him to a social membership in the Highland Springs Country Club. Golf privileges on a regular basis other than those relating to a social membership are subject to the approval of the management of the Club. The University will also provide membership, including golf and social privileges, at Millwood Country Club. Coach Petrino agrees to contact designated persons to make necessary arrangements to utilize such memberships.
- (c) **Expense Allowance.** All necessary and reasonable expenses incurred by Coach Petrino while recruiting or on official business for the University's football or athletics program will be paid to Coach Petrino, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics upon presentation of expense vouchers and supporting documents, and such approval shall not be unreasonably withheld.
- (d) **Use of Automobile.** University shall furnish Coach Petrino with an automobile for his business and personal use for the duration of this Agreement. Coach Petrino shall be responsible for ensuring that the automobile is insured with policy limits acceptable to the University, and the University shall pay/reimburse Coach Petrino for all insurance and maintenance costs associated with his use of the automobile. If such an

automobile is not available, the University will provide Coach Petrino with an automobile allowance in the amount of \$500.00 per month and shall pay/reimburse Coach Petrino for all insurance and maintenance costs.

(e) **Tickets.** Coach Petrino shall be entitled to 12 tickets to each home football game at no cost to him for personal use and additional tickets as necessary to assist Coach Petrino in promoting and enhancing the University's football program. He shall also be entitled to 12 tickets to any playoff games that the Team participates in for his personal use at no cost to him. Coach Petrino will likewise be entitled to six (6) tickets to each home game of the University's men's and women's basketball teams, at no cost to him.

(f) **Tax Withholding on Fringe Benefit Programs.** The University will only withhold taxes, FICA, and MOSERS retirement benefits if required by law on the fringe benefit programs and payments made to Coach Petrino, unless otherwise authorized in writing by Coach Petrino.

7. **Professional and Moral Conduct Required.** It is understood Coach Petrino is being employed by the University, a member institution of the NCAA, for the purpose of administering, conducting, and coaching the Team. Coach Petrino acknowledges and understands that NCAA Bylaw 11.1.1 imposes a presumption of head coach accountability for impermissible acts related to the Team that are committed by those who report to the head coach. Accordingly, Coach Petrino agrees he will diligently conduct the football program under his direction in such a manner that NCAA regulations and codes of conduct, whether now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- (a) Coach Petrino will make best efforts to ensure that the Team's student-athletes comport themselves with honesty and sportsmanship at all times.
- (b) Coach Petrino shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract.
- (c) Coach Petrino shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest involving student-athletes which is not certified by the NCAA's Extra Events Committee.
- (d) Except as is ordinarily done by a football coach at a university, Coach Petrino shall not represent a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- (e) Coach Petrino is required to provide a written detailed account annually to the University President for all athletically-related income and benefits from sources outside the University. Sources of such income shall include, but are not limited to, the following:
- Income from annuities;
 - Sports camps;
 - Housing benefits (including preferential housing arrangements);
 - Country club memberships;

- Complimentary ticket sales; and
- Television and radio programs.

8. Termination Due to Expiration, Incapacity, or For Cause.

(a) **Termination Due to Expiration of Term.** If no extension of the Agreement beyond the Initial Term is made, this Agreement shall terminate as of the last day of such term (i.e., January 14, 2025).

(b) **Termination for Incapacity; Cause.** The Agreement may be terminated at any time during the Initial Term, or any renewal or extension thereof, by the University, upon the occurrence of any one of the following events:

(i) **Termination Due to Incapacity.** The Agreement shall terminate automatically if Coach Petrino becomes totally disabled within the meaning of the University's disability insurance for employees of Coach Petrino's staff classification so that he qualifies under the University's long-term disability plan, or if Coach Petrino becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach Petrino from performing his duties under the Agreement for a period of 180 consecutive days. In the event termination occurs under this section due to permanent disability at a time when Coach Petrino's University disability plan benefits are not sufficient to fund his compensation during the 180-day waiting period to qualify under the University's

long-term disability plan, the University will supplement those benefits to ensure Coach Petrino receives his full compensation during such waiting period.

(ii) For Just Cause. The term “just cause” is defined as acts by Coach Petrino constituting or involving dishonesty in interactions with athletic or University administration, dishonesty when representing the University that brings ill repute to the University, moral turpitude that brings ill repute to the University, conviction of a felony, Level 1 or 2 infractions of NCAA rules and regulations that occur during the Initial Term or any renewal or extension thereof, prolonged absence from duty without the consent of the Athletic Director, and/or willful disregard for the welfare and safety of University’s student-athletes which has resulted in serious injury or death. No termination of employment for alleged “just cause” shall occur without first giving Coach Petrino notice in writing of the cause alleged, and an opportunity to respond to same.

(iii) Effect of Termination for Just Cause. In the event the University terminates Coach Petrino’s employment, under Section 8(b)(ii) above, Coach Petrino shall not be entitled to any further compensation following the date of such termination, unless otherwise agreed to in writing by the University. He will, however, be entitled to all compensation and achievement payments earned through the date of termination.

9. **Termination Without Cause.**

- (a) **Termination Without Cause by Coach Petrino.** Coach Petrino may terminate the Agreement if he gives notice of termination to the Director of Athletics and pays, or causes another party to pay, the Liquidated Damages Amount (as defined and calculated herein) to the University. The Liquidated Damages Amount will be calculated based on the applicable Monthly Adjusted Base Salary and the remaining months of this Employment Agreement. The Monthly Adjusted Base Salary amount is defined as Twenty Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$20,833.33). The Liquidated Damages Amount is calculated by multiplying the number of months remaining in the Agreement by the Monthly Adjusted Base Salary, and dividing by two. The resulting sum is the Liquidated Damages Amount. For example, if Coach Petrino terminates this Agreement with twenty (20) months remaining, the Liquidated Damages Amount would be Two Hundred Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$208,333.30) (i.e., $\$20,833.33 \times 20 \text{ months} = \$416,666.60$, and $\$416,666.60 / 2 = \$208,333.30$). Notwithstanding any language to the contrary, Coach Petrino may terminate this Agreement without penalty if he leaves collegiate coaching for a minimum of one (1) year as a head football coach at an NCAA Division I institution. The parties acknowledge and agree that the Liquidated Damages Amount contemplated by this Section 9(a) is intended to repay compensation previously received by Coach Petrino under the premise that he would fulfill the Initial Term of

the Agreement and that the Liquidated Damages Amount represents a legitimate, market rate fee to permit another employer to obtain Coach Petrino's services. Said Liquidated Damages Amount will be paid within thirty (30) days following the effective date of Coach Petrino's termination of this Agreement.

- (b) **Termination Without Cause by University.** Notwithstanding any provision of the Agreement to the contrary, University may also elect to terminate the Agreement in any Contract Year by notification to Coach Petrino in writing, on or before January 14 ("Termination Date"). It is understood and agreed that termination does not require just cause or any cause. In the event of termination by University, Coach Petrino shall receive payment for the number of months remaining on the Agreement times the Monthly Adjusted Base Salary. For example, if the University terminates the Agreement with twenty (20) months remaining, the liquidated damages for termination shall be Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty Cents (\$416,666.60) (i.e., Monthly Adjusted Base Salary of \$20,833.33 X 20 months = \$416,666.60). Said Liquidated Damages Amount will be paid within thirty (30) days following the termination date and will be in full and complete satisfaction of all amounts which would be otherwise payable to Coach Petrino after the termination date. MOSERS retirement will not be paid on the Monthly Adjusted Base Salary. Social Security (e.g., FICA, Medicare tax) only will be paid on said Monthly Adjusted Base Salary, and standard payroll deductions for Social Security and income tax will be

withheld. Within 30 days of the Termination Date, Coach Petrino will also be paid any and all amounts the he has actually earned on or before the Termination Date.

10. Missouri Law. This Agreement shall be interpreted and construed in a manner consistent with the laws of the State of Missouri, including, without limitation, the Missouri Sunshine Law, set forth at Mo. Rev. Stat. § 610.010, *et seq.* Coach Petrino acknowledges that the Agreement is a public document under the Sunshine Law which the University may release without prior notice to him.

11. Entire Agreement This Agreement constitutes the entire understanding between the parties, all previous oral and written statements, negotiations, and term sheets having been incorporated herein. It may only be amended by a writing signed by the parties.

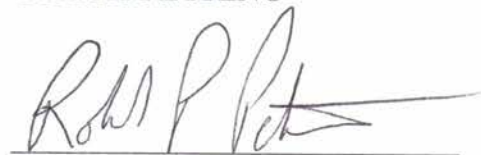
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date indicated above.

**BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**



Craig Frazier, Chair
Board of Governors

COACH PETRINO



Robert P. Petrino
Head Football Coach