



OFFICE OF GENERAL COUNSEL

February 19, 2016

John C. Hall, II, Esq.
The Hall Law Group, PLLC
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Jackson, MS 39201
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RE: Public Records Request

Dear Mr. Hall:

Mississippi State University has received your payment in the amount of \$11.50. The requested records are enclosed.

Thank you for your interest in Mississippi State University.

Sincerely,

Cortney Goodson
Paralegal/Licensing Assistant

Enclosures

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** at Mississippi State University, herein called the University, for the period beginning **March 1, 2015** and ending on **February 28, 2019**, at and for the following sum annually, payable in semi-monthly installments:

March 1, 2015 – February 28, 2016	\$500,000.00
March 1, 2016 – February 28, 2017	\$550,000.00
March 1, 2017 – February 29, 2018	\$600,000.00
March 1, 2018 – February 28, 2019	\$650,000.00

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 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:
 - None
 - ☒ Attached Clause(s): ATH-2(HC), ATH-3, ATH-4, ATH-7

In witness whereof, the parties hereto have executed this Employment Contract on this the 1st day of

MARCH, 2015.

(Employee Signature)

(For the Board)

Employment Contract Attached Clause

Code: ATH-2(JIC)

Athletics (Definition of "Cause", 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 has "cause" under Section 3.6 of this Contract, and the Board 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 or corrective action against Employee:

- (i) any significant or repetitive violation by Employee of any material law, regulation, rule, bylaw, policy, or constitutional provision of the State of Mississippi, the IHL, the University, the NCAA, or the SEC which occurred during Employee's employment at the University, that in the reasonable and good faith judgment of the University reflects negatively or adversely upon the University or its athletics program in a material fashion;
- (ii) any significant or repetitive violation of any law, regulation, rule, bylaw, policy or constitutional provision of 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 other representative of the University's athletic interests that in the reasonable and good faith judgment of the University reflects negatively or adversely upon the University or its athletics program in a material fashion 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 violation.
- (iii) conduct or omission(s) by Employee (i) which constitute a Level I or Level II violation under the NCAA's enforcement structure effective August 1, 2013 (or major violation under the NCAA's pre-August 1, 2013 enforcement structure), or (ii) which the University in good faith has reasonably concluded will lead to an NCAA finding of a Level I or Level II violation (or major violation), of one or more of the NCAA rules or the University's interpretation thereof, including, but not limited to, multiple Level III or Level IV violations of NCAA rules considered by the NCAA collectively to be a Level I or Level II violation (or multiple secondary violations of NCAA rules under the NCAA's pre-August 1, 2013 enforcement structure considered by the NCAA collectively to be a major violation), whether the conduct occurred during Employee's employment with the University or another NCAA-member institution;
- (iv) failure of Employee to promote an atmosphere of compliance or to administer, operate, maintain, monitor or control all aspects of the University's football program under Employee's supervision, including without limitation, (1) academic performance and (2) 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;
- (v) failure to comply with NCAA Bylaw 11.1.2.1 as the same may be amended from time to time;
- (vi) failure by Employee to comply with the enforcement, penalty, and all other disciplinary provisions and procedures of the NCAA and the SEC;
- (vii) engagement by Employee in unreasonable conduct in willful disregard or deliberate indifference for the welfare and safety of the University's football student-athletes, including failure to adhere to the NCAA principle of student-athlete well-being;
- (viii) issuance of a "show cause" or other penalty by the NCAA or SEC requiring termination, suspension or temporary reassignment of duties assigned to Employee;
- (ix) commission by Employee of any felony or of any crime involving dishonesty or immoral conduct;
- (x) participation by Employee in "sports wagering" (as defined in NCAA rules) activities or providing information to individuals involved in or associated with sports wagering activities concerning intercollegiate, amateur or professional competition which constitutes a violation of NCAA or SEC rules;
- (xi) failure by Employee to use best efforts in the discharge of his duties herein and in support of the University's football program related organizations;
- (xii) seeking or entertaining, whether directly or through any agent or representative (whether acting with or without Employee's knowledge), of employment with another sports-related business or program without prior notice to the Director of Athletics;
- (xiii) acceptance by Employee of employment with another sports-related business or program without prior written notice to the Director of Athletics;
- (xiv) intentional or negligent conduct engaged in by Employee which, in the reasonable and good faith judgment of the University, is clearly contrary to the character and responsibilities of a person occupying the position held by Employee and which negatively or adversely reflects upon the University or its athletic programs in a material fashion;
- (xv) prolonged absence from the University without the consent of the Director of Intercollegiate Athletics, not to be unreasonably withheld;
- (xvi) the Football program being assessed penalties from the NCAA Division I Academic Performance Program whereby the team is denied access to post-season competition and/or the University is put on restricted membership status for all teams because of Academic Performance Program penalties for the Football program;
- (xvii) willful or intentional disregard by Employee of the reasonable expectations or instructions of the University's Director of Intercollegiate Athletics, after written notice to Employee of such expectations or instructions; or
- (xviii) failure of Employee in any material respect to perform the services required under this Agreement, or breach in any material respect of any of Employee's material duties or obligations under this Agreement, and such failure or breach continues for a period of thirty (30) days following receipt of written notice of such failure or breach. However, if the breach cannot be cured, or if notice and an opportunity to cure a substantially similar material breach have been provided previously, then only written notice of such failure or breach shall be required.

Employment Contract Attached Clause

**Athletics
(Summer Camp)**

Code: ATH-3

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 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 Camp. The revenues covered by this section include all fees received in connection with the operation of such Camp. In determining the net revenues upon which the supplemental compensation is based, there shall be deducted from the revenues, all expenses of the Camp. All expenses of the 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

Code: ATH-4

Athletics (Multi-year Clause)

This is a multi-year contract beginning **March 1, 2015** and ending **February 28, 2019**.

In the event the Board should terminate this contract without cause at anytime prior to its expiration, the Board shall be responsible for paying Employee for all remaining salary due him under this contract but shall not be responsible for paying any sum representing any income, benefit or damages to Employee other than the remaining portion due under his annual salary.

In the event the Board terminates this contract for any of the reasons stated in Section 3 of the Employment Contract, including without limitation those set forth in ATH-2(HC), no remaining salary, if any, shall be due Employee.

Employment Contract Attached Clause

Code: ATH-7

Athletics (Disclosure of Outside Income)

Employee shall report annually in writing to the President of the University through the Director of Athletics on or before July 1 of each year, all athletics-related income from sources outside the University including, without limitation, income from University-affiliated athletics support entities, annuities, sports camps, housing benefits, complimentary tickets, television and radio programs and endorsement, consulting contracts with athletics shoe, apparel, or equipment manufacturers/sellers, honorariums received from speaking engagements or others. Employee shall provide such information as deemed necessary to verify such report. Such outside activities shall not interfere with full and complete performance by Employee of the duties and obligations as an employee of the University.