

## CONTRACT FOR EMPLOYMENT

This Contract for Employment is made as of this \_\_\_\_ day of \_\_\_\_\_, 2011 between The Curators of the University of Missouri (hereafter the "University") and Mark Leroux (hereinafter the "Employee").

### ARTICLE I – TERM

1.1 The term of this Contract for Employment shall commence on September 1, 2011 and end on June 30, 2016. This Contract for Employment may be amended at any time by mutual Contract for Employment of the parties, but no such amendment shall be effective unless made in writing and approved by the Chancellor of the University of Missouri-Columbia (MU) and the President of the University of Missouri System.

### ARTICLE II – DUTIES

2.1 The Employee is hereby employed by the University as Head Coach of the MU Men's Golf Team. During the term of this Contract for Employment, the Employee shall be a full-time employee of the University, and the University shall have full and absolute control of all employment services rendered by the Employee.

2.2 During the term of this Contract for Employment, the Employee is responsible for supervising, planning and coordinating the men's intercollegiate golf program at MU. The Employee shall conduct the men's golf program under the established policies and procedures of the University. He shall comply with the rules, regulations and established policies and practices of the Department of Intercollegiate Athletics and with other University regulations which pertain to his employment. He shall comply with the applicable rules and regulations of the Big Twelve Conference (Big XII) and the National Collegiate Athletic Association (NCAA). He shall make all reasonable efforts to ensure that any assistant men's golf coaches or others assisting in the conduct of the men's intercollegiate golf program comply with the applicable rules and regulations of the Big XII and the NCAA.

2.3 At the request of the Director of Intercollegiate Athletics at MU and/or the Director of the Tiger Scholarship Fund, Employee will make appearances/speeches at Tiger Scholarship Fund fundraising socials or events which Employee believes to be appropriate. Further, he shall make all reasonable efforts to promote and encourage sportsmanship in his coaches and players and fans in attendance at men's intercollegiate golf contests.

2.4 The Employee may, upon prior written approval of the Director of Intercollegiate Athletics and the Chancellor, accept and agree to accept payments for services from persons other than the University which are permissible under the rules and regulations of the University, the NCAA and the Big XII. The Employee agrees to report annually (in writing) to the Director of Intercollegiate Athletics and the Chancellor

at MU and no later than September 1 of each year, all athletically-related income and benefits from sources outside the University. Such sources may include but are not limited to sport camps and television and radio programs; provided, however, that such sources shall not include endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers, distributors, retailers or sellers if a deal inclusive of the men's golf program is negotiated by the University with such a manufacturer, distributor, retailer or seller of athletics shoes, apparel or equipment.

### ARTICLE III – COMPENSATION

3.1 For the period September 1, 2011 to August 31, 2012, the University shall pay the Employee at the annual rate of Seventy Five Thousand Dollars (\$75,000.00). The salary for the Employee shall be subject to review on June 30, 2012 for the year of September 1, 2012 through August 30, 2013 and each subsequent year under this Contract for Employment shall be subject to annual review on June 30 for the then current year or any portion thereof by the Director of Intercollegiate Athletics and with approval by the Chancellor in accordance with University policies.

3.2 The Employee shall be eligible to participate in the standard University fringe benefits available to other full-time employees of the University, including retirement benefits and group medical, dental, life and disability insurance benefits, subject to the provisions of established University policies.

3.3 The University will reimburse the Employee for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Contract for Employment, including, but not limited to expenses incurred with recruiting and scouting. Such reimbursement shall be made in accordance with the established policies of the University.

3.4 The University agrees to provide Employee with two football season tickets, two men's and women's basketball season tickets per year during the term of this Contract for Employment.

3.5 One courtesy car provided to the Athletic Department by car dealers will be made available for Employee's use. It is further agreed the University shall provide reimbursement for University-related travel as outlined in the provisions of Paragraph 3.3.

3.6 The University agrees to pay to Employee extra compensation as described in Attachment A, to this contract. Attachment A may be modified in writing upon mutual Contract for Employment of University and Employee, with the approval of the Chancellor and the President of the University of Missouri System.

3.7 It is agreed that the Employee has the right to engage in additional employment and consulting activities beyond his duties hereunder so long as said activities are consistent with the terms and conditions of this Contract for Employment,

particularly Paragraphs 2.4, 3.8, and 3.9 hereof, and neither conflict with the efficient conduct of the MU men's golf program nor Employee's duties hereunder, and do not violate current policies, rules and regulations pertaining to the consulting and use of the University name in advertising.

3.8 The University and the Employee agree that upon prior written approval by the Athletics Director and the Chancellor of MU, the Employee may undertake commercial endorsement of products and services in which he identifies himself as the Head Men's Golf Coach of the University; provided, however, that such commercial endorsements shall not include manufacturers, distributors, retailers or sellers of athletic shoes, apparel or equipment in the event the University negotiates a deal inclusive of the men's golf program with such a manufacturer, distributor, retailer or seller of athletic shoes, apparel or equipment.

3.9 The Employee shall be entitled to deliver, make and grant public speeches, public appearances, and media interviews and to produce, write and release films, videotapes, books and magazine and newspaper articles, or columns in connections with his position as Head Coach of the University's Men's Golf Team. In connection with such activities, the University agrees to provide to the Employee access to and permission to use any photographs, films and videos of MU men's golf tournaments, and photographs, films and videos related to MU's men's golf program, to the extent the University has the legal authority to do so. It is agreed that MU will retain copyright on all such materials used by the Employee and may require a licensing fee when these items are used for commercial purposes.

3.10 The Employee shall be entitled to operate an institutional, summer youth golf camp. Any profits made by the Employee from this enterprise shall be retained by him solely, provided that they are handled under normal University policies and procedures. University retains the right to audit the books of the camp on an annual basis if it so desires.

#### ARTICLE IV – TERMINATION

4.1 So long as more than 12 months remain of the term of the Contract for Employment, or any extension thereof, the Employee agrees that he will not actively seek, negotiate for, or accept other full-time employment of any nature without the prior permission of the Director of Intercollegiate Athletics and the Chancellor of MU, including, but not limited to employment as a golf coach at any institution of higher education in the United State or for any golf team participating in any professional golf league or conference in the United States or Canada.

4.2 The Contract for Employment shall terminate automatically if the Employee dies, and MU may terminate this Contract for Employment if the Employee becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents the Employee from performing his duties under this Contract for Employment for a period of 12 consecutive months.

4.3 If there is any flagrant and major violation or failure on the part of the Employee to comply with Big XII, NCAA and University rules in his conduct of the men's intercollegiate golf program which affects the integrity of the University, the University may terminate this Contract for Employment for cause without further financial obligation to Employee when such violation or failure has been determined to exist by the Chancellor of MU. The Employee shall have the procedural right to a review and hearing relating to any such determination. Any such hearing shall be governed by normal University grievance procedures provided for employees of the Employee's classification, as now or hereafter amended, unless other procedures are agreed upon by the parties. This provision shall in no way affect Employee's right to file suit in any civil court of competent jurisdiction.

4.4 If the Employee engages in conduct which is contrary to public convention and morals, or in any act which will reasonably tend to bring him or the University into public contempt, scorn or ridicule, or that will offend public morals or decency as a result of such conduct or act, the University may terminate this Contract for Employment for cause without further financial obligation to Employee when conduct has been determined to exist by the Chancellor of MU. The Employee shall have the procedural right to a review and hearing relating to any such determination. Any such hearing shall be governed by normal University grievance procedures provided for employees of the Employee's classification, as now or hereafter amended, unless other procedures are agreed upon by the parties.

4.5 If the University terminates this Contract for Employment contrary to the terms hereof, it shall pay the Employee in an amount equal to the Employee's most recent annual salary for each year or portion thereof (pro rata) remaining under this Contract for Employment, such liquidated damages to be paid in equal monthly installments until the end of the term of this Contract for Employment; provided, however, that any amounts received by the Employee from other employment as a head men's golf coach of a comparable NCAA Division I golf program or an equivalent position, for services rendered before the end of the term of this Contract for Employment, shall be offset against the amount set forth herein to be paid by the University as liquidated damages. The University shall have no other obligation to the Employee under this Contract for Employment if it terminates this Contract for Employment contrary to the terms hereof, except the payment of the liquidated damages as provided herein, any vested pension or retirement benefits in place at the time of termination of this Contract for Employment, and any other entitlement required by law. If Employee terminates this Contract for Employment contrary to terms hereof, he shall pay the University liquidated damages in an aggregate amount equal to the Employee's most recent annual salary for each year or portion thereof (pro rata) remaining under this Contract for Employment, such liquidated damages to be paid in equal monthly installments until the end of the term of this Contract for Employment; provided, however, that if Employee does not engage in any activity involving the coaching of golf on the collegiate or professional levels, either on a paid or voluntary

basis, he will not have to pay liquidated damages to the University as provided in this paragraph.

ARTICLE V – MISCELLANEOUS


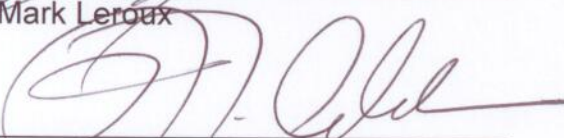
5.1 It is the intent of the parties hereto that this Contract for Employment shall be governed by and construed in accordance with the laws of the State of Missouri and the laws of the State of Missouri shall govern the validity, performance, and enforcement of this Contract for Employment. The signatories to the Contract for Employment represent that they have full authority to enter into this Contract for Employment on behalf of the respective parties.


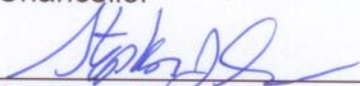
5.2 The University, Employee and assistant coaches are obligated under the terms of the Contract for Employment to comply fully with any investigation by the University, the Big XII Conference or the NCAA.

5.3 The University, Employee and assistant coaches acknowledge that student athletes should be integrated into the academic environment, that academic success is paramount, and that graduation is the principal goal for attendance at MU. The Employee and assistant coaches acknowledge that student athletes are subject to all policies, rules and regulations governing all students of the University and that the University, Employee and assistant coaches should make all reasonable efforts to create an environment in which student-athletes respect such rules and regulations.

5.4 This Contract for Employment sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this Contract for Employment as of the date first above written.

  
\_\_\_\_\_  
Mark Leroux  
  
\_\_\_\_\_  
Michael F. Alden  
Director of Intercollegiate Athletics

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI  
  
\_\_\_\_\_  
Dr. Brady Deaton  
Chancellor  
  
\_\_\_\_\_  
Stephen J. Owens  
Interim President

APPROVED  
AS TO  
LEGAL FORM  
*P.N.*  
9-28-11