

## EMPLOYMENT CONTRACT

January 17, 2021

Mr. Charles Huff  
VIA: Electronic Mail

Dear Coach Huff:

Although State law does not permit Marshall University to enter into a contract committing expenditures of State funds in excess of the amounts of the appropriated funds available for the particular fiscal year and the principles of tenure apply only to academic appointments, I believe that for Marshall to retain a competent and qualified head football coach such individuals must be provided reasonable job security so as to permit the individual to demonstrate his ability to build and sustain a sound, competitive intercollegiate athletic program. It is also apparent that in order to retain a successful head football coach, a method of providing job security competitive with other colleges and universities with similar intercollegiate athletic programs is needed.

1. As President of Marshall, I appoint you to the position of Head Football Coach from this day through the end of the 2021-2022 contract year (a contract year for the purpose of this contract is defined as February 1 through January 31 with exception of the 2021-2022 contract year which shall commence on January 16, 2021 and continue through January 31, 2022) and I or my successor agree to reappoint you to the position for three additional contract years after the expiration of the 2021-2022 contract year; i.e. contract years 2022-2023, 2023-2024, 2024-2025 (the "Term"). I am making this commitment on behalf of the Office of the President of Marshall University and Marshall University pursuant to the authority vested in me by the Marshall University Board of Governors.
2. This contract can be terminated for cause and/or non-renewed if you:
  - a. Willfully fail to meet the requirements specifically applicable to your position as Head Football Coach as set forth in the Marshall University Board of Governors policy GA-7 Intercollegiate Athletics or any superseding document replacing the policy and all applicable policies adopted by the Marshall University Board of Governors that are applicable to you.
  - b. Engage in professional or behavioral misconduct which is illegal or otherwise unbecoming of a football coach and which materially impairs your fulfillment of known or reasonably expected responsibilities associated with your position as Head Football Coach.
  - c. Are insubordinate in refusing to abide by legitimate reasonable directions of the Director of Athletics, the President of Marshall University, and/or the Marshall University Board of Governors.
  - d. Are found to have a physical or mental disability which renders you unable to materially perform all your assigned duties as Head Football Coach (notwithstanding the provision of any reasonable accommodation) for a period of ninety (90) consecutive calendar days.
  - e. Are found to be knowingly involved in Level I or Level II infractions of NCAA rules and/or similar-level violations of conference rules.

- f. Are found to be involved in willful or repeated violations of NCAA rules.
- g. Are found to be in violation of NCAA Bylaw 11.1.1.1 (Responsibility of Head Coach) by failing to properly promote an atmosphere of compliance within the football program and or by failing to adequately monitor the activities of those staff-members who directly or indirectly report to you.
- h. Fail to abide by the NCAA directive (see NCAA Bylaw 11.2.1 adopted Aug. 8, 2018) to cooperate fully in the infractions process and be subject to investigation, adjudication and penalties, up to and including discharge.
- i. Fail to reasonably monitor the academic performance by the football student-athletes.
- j. Fail to abide by the policies and procedures set forth by Marshall University for similarly situated employees.
- k. Fail to make good faith efforts to attend NCAA compliance educational meetings as scheduled by the University's NCAA compliance office.
- l. Fail to notify the Athletic Director and President regarding the level of academic support needed to provide a reasonable opportunity for the members of the football team to qualify under prevailing NCAA eligibility requirements.

Marshall University acknowledges and agrees that it does not intend for Coach's employment to be terminable for cause in the event of a minor, technical, or otherwise immaterial violation of an applicable rule, regulation, or policy; and will further acknowledge and agree that Coach will be afforded a reasonable opportunity to cure any default or breach thereof so long as such opportunity will not create an unreasonable risk of further harm or damage to the University's reputation or standing in the community, or an unreasonable risk of harm to any student-athlete or staff-member.

- 3. Your "annual salary" from the University will be \$350,000 (pro-rata for partial years). The annual salary will be paid in regular equal installments through and pursuant to the University's regular payroll system.
- 4. Marshall guarantees to pay you \$205,500 per year (pro-rata for partial years) for your appearances on weekly television and radio shows produced during the season by Marshall or its marketing rights holder, pregame/postgame radio interviews, and any internet feature broadcasts produced by Marshall or its marketing rights holders. The number of weekly radio and television shows shall be mutually agreed upon you and the Director of Athletics. Said amount to be paid in two (2) equal installments in March and November of the applicable contract year.
- 5. You shall receive \$200,000 per year (pro-rata for partial years) payable in regular equal installments through and pursuant to Marshall University's regular payroll system. In consideration of these payments, you shall make fundraising appearances on behalf of the Big Green Scholarship Foundation. The number and extent of these appearances shall be reasonably determined by the Director of Athletics.

6. While you are employed as Head Football Coach, Marshall hereby agrees to provide you with two (2) vehicles for your use. Marshall will further be responsible for the maintenance of said vehicles in addition to providing for the liability insurance. Marshall reserves the right to substitute one or both vehicles (and the respective insurance) with a mutually agreed upon monthly car stipend.
7. Marshall University agrees to provide the initiation fee and funding in the amount of \$6,600.00 per year to cover your membership fees in the Guyan Golf and Country Club. Use expenses incurred by you and your family above this amount are your personal responsibility.
8. You shall receive \$2000 per year for mobile phone usage payable in regular equal installments throughout the contract year through and pursuant to the Marshall University's regular payroll system.
9. Marshall agrees to adhere to the following incentive program for you. The incentives listed in this paragraph are designed to supersede the Coaches' Incentive Program outlined in the department's policy manual and any changes to the football coaches' incentive will be outlined in this document. Bonuses are payable after February 1<sup>st</sup> following the season they are earned.

Winning Season, 7-5 or better	\$30,000
Annual Ticket Sales	
Each \$400K over \$1.6M	\$50,000
Attendance	
50% over the total season	
Attendance for 2019	\$50,000
Conference Championship Game Win	\$50,000
Bowl Game Appearance	\$50,000
College Playoff or Access Bowl Appearance	\$75,000
National Championship Game Win	\$1,000,000

10. You shall receive a relocation allowance to cover actual and necessary moving expenses to move you and your family to the Huntington, West Virginia area, in the amount of \$25,000.
11. Following a successful background check and approval from the Marshall University Board of Governors, this shall be a legally binding agreement.
12. The scope of the duties assigned shall include head football coach and other duties as reasonably assigned by the Director of Athletics and/or President. These other duties shall include but not be limited to uncompensated public appearances for public relations and community support, alumni support, fundraising for the Marshall University Foundation and the Big Green Scholarship Foundation. You agree to participate in a reasonable number of University activities and fundraising events as requested by the Director of Athletics and President.

13. You will be eligible for health, retirement, annual leave, holidays, disability payments and other benefits afforded other Marshall University employees.
14. You will be eligible to receive outside athletically related income for such activities that include but are not limited to speaking engagements, appearance fees, commercials, books, videos, and similar activities. This income shall be subject to the prior approval of the Director of Athletics and be in compliance with the "West Virginia Governmental Ethics Act" W. Va. Code §6B-1-1, *et. seq.*
15. Should Marshall University incur any fines imposed by the NCAA or the conference as the direct result of playing a student-athlete that you knew or should have known to be ineligible for competition, you personally shall be responsible to reimburse Marshall University the full amount of the fine. Additionally, should Marshall University incur any fines imposed by the NCAA or conference for your misconduct, you shall be personally responsible for the full amount of the fine.
16. Consistent with Marshall University and NCAA policies, you and all assistant football coaches will annually submit an Athletically Related Outside Income Form to the Director of Athletics and President of Marshall University that lists all outside income received as a result of your position as the Head Football Coach and their positions as assistant football coaches. You will inform each assistant football coach regarding this disclosure obligation. This income shall be subject to the prior approval of the Director of Athletics and all requests should be submitted to the Director of Athletics at least 7 days in advance of such activity. All athletically related outside income in excess of \$600 must be reported to the President on an annual basis.
17. You will inform the assistant coaches about the importance of academic performance by student athletes, academic monitoring of the players by them, and NCAA compliance issues as set forth in this contract.
18. During each contract year, you shall be provided up to twenty (20) season tickets for home football games, up to four (4) season tickets for men's and women's basketball games, up to ten (10) tickets for each away football game which shall include the bowl game and conference championship game, if applicable. These tickets may be distributed by you pursuant to the rules and regulations of the NCAA, Conference USA and Marshall University.
19. Marshall University shall provide transportation and lodging for your spouse for away and post-season game team travel at no cost to Coach. For purposes of this provision, travel shall be arranged by Marshall University and will be on the same mode of transportation utilized by the football team.
20. Marshall University agrees to allow you the opportunity to invite two (2) guests on each away football game trip. Each guest is subject to the approval of the Director of Athletics.
21. You have the right to develop a football camp in conjunction with Marshall University under mutually agreeable terms.
22. As Head Football Coach, you may have input on the future scheduling of opponents but the final authority on scheduling will be the Director of Athletics.
23. In the event that you should voluntarily resign as Head Football Coach of Marshall University during the original term or successive terms of this contract, then Marshall University shall receive payment, either from you or a third party on your behalf, in equal monthly installments over the

otherwise unexpired Term, equal to \$755,500 for each remaining year on the contract including any reappointment year, pro-rated for any partial year. Upon receipt of this payment, your obligations under this contract shall terminate. Both parties agree that this sum is reasonable. Provided that, should you or the third party fail to make any of the monthly installments as set forth in this paragraph 23, then, upon receipt of notice, you will have thirty (30) days to cure such default. If the default is not cured, then (in each such event) all liability due under this contract that is not then due and payable shall thereupon become and be immediately due and payable, without notice or demand.

24. Should Marshall University choose to terminate your employment as football coach "without cause" being any reason not specified in Paragraph 2, above, then Marshall University's sole obligation to you shall be limited to an amount equal to \$755,500 for each remaining year on the contract including any pro-rated year, less any income received as outlined in this paragraph, with such amount payable to Coach in equal monthly installments over the otherwise unexpired Term. You agree to make good faith efforts to mitigate Marshall University's obligations to pay damages set forth above and to make reasonable and diligent efforts to obtain comparable employment, such as a coaching position at a university, after termination of this contract. If you fail to make good faith efforts as set forth above following written notice from Marshall University, the University will have no further obligation to make payments under this section. Should you obtain new employment as specified herein above, Marshall University's obligation to pay any amounts due under the remainder of this contract, as set forth above, will be reduced by the amount of your new salary for the remainder of the payments due herein. Marshall University may request adequate compensation documentation and if you fail to provide the requested documentation within 30 days, Marshall University will have no further obligation to make payments under this section. Should Marshall University fail to make any of the monthly installments as set forth in this paragraph 24, then, upon receipt of notice, Marshall University will have thirty (30) days to cure such default. If the default is not cured, then (in each such event) all liability due under this contract that is not then due and payable shall thereupon become and be immediately due and payable, without notice or demand.
25. Coach shall report directly to the Director of Athletics and shall have the right (subject to the final approval of the Director of Athletics) to employ, manage, discipline, and terminate all assistant coaches and other direct reports within the football department, subject to departmental guidelines and budgetary limitations. However, the Director of Athletics retains final authority over all personnel matters within the football department. Marshall University acknowledges and agrees that Coach shall be provided with an annual salary pool allotment for the 10 full-time assistant coaches in an amount equal to \$1,400,000, such amount subject to annual increases pending conference trends.
26. Coach shall be obligated to provide notice to Director of Athletics prior to engaging in substantive negotiations for future employment during the Term of the contract.
27. Coach's duties shall be commensurate with generally accepted industry standards with those of similarly positioned head football coaches at NCAA Division I institutions.
28. Marshall University shall acknowledge that Coach's primary responsibility is in coaching the team (to include, but not be limited to, recruiting players, managing Coach's staff, practicing the team, instructing members of the team, game-planning, etc.), and any requests for additional services from Coach shall be reasonable in scope, limited, and subject to Coach's primary responsibility.

29. Marshall University shall address and accommodate any applicable taxation-related matters, including, but not limited to, IRC Section 109A and 457(f).
30. In the event of a termination by either Marshall University or Coach, Marshall University shall be obligated to pay to Coach any earned but unpaid compensation, performance incentives, or unreimbursed business expenses.
31. Both parties agree that an electronic signature of a party, whether digital or encrypted, included in this contract is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this contract bearing an original or electronic signature by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
32. This contract supersedes and replaces all existing Employment Contracts, agreements, and supplements of every kind between you and Marshall University. This contract and the corresponding obligations and benefits there under shall become effective when executed by the parties.
33. If any provision of this contract is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such remaining provisions shall remain in full force and effect.
34. This instrument contains the entire contract between the parties and no amendment or modification hereto shall be valid unless in writing and signed by the parties hereto. All prior verbal representations are superseded by the terms of this contract.
35. This contract shall be construed in accordance with and governed by the laws of the State of West Virginia.
36. In the event that either party seeks to enforce, litigate or contest the terms and conditions of this employment contract, they mutually agree that the action shall be filed in the United States District Court for the Southern District of West Virginia at Huntington and if that federal court lacks jurisdiction, then it shall be filed in the Circuit Court of Cabell County, West Virginia.

WITNESS, the following signature and seals as of the day and year first above written.

**MARSHALL UNIVERSITY,**  
A West Virginia Institution of Higher Education

Director of Athletics  
**HEAD FOOTBALL COACH**

  
Jerome Gilbert, Date 1/18/21  
President

  
Charles Huff, Date 1/17/21

  
Mike Hamrick, Date 1/18/21

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A West Virginia Institution of Higher Education

Director of Athletics  
**HEAD FOOTBALL COACH**

\_\_\_\_\_  
Jerome Gilbert,                      Date  
President

\_\_\_\_\_  
Charles Huff                                      Date

\_\_\_\_\_  
Mike Hamrick,                      Date