

**IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT**

**HAROLD LEON JACKSON**

**PLAINTIFF**

vs.

**CIVIL ACTION NO.:** 17-235

**THE BOARD OF TRUSTEES OF STATE  
INSTITUTIONS OF HIGHER LEARNING  
OF THE STATE OF MISSISSIPPI; DR. CAROLYN  
MEYERS, INDIVIDUALLY AND IN HER  
OFFICIAL CAPACITY, DR. GLEN F. BOYCE,  
INDIVIDUALLY AND IN HIS OFFICIAL  
CAPACITY AND JOHN DOES 1-10**

**DEFENDANTS**

**COMPLAINT  
(JURY TRIAL DEMANDED)**

COMES NOW, the Plaintiff, Harold Leon Jackson (hereafter "Plaintiff") by and through undersigned counsel of record and files this Complaint against the Defendants, The Board of Trustees of State Institutions of Higher Learning of the State of Mississippi; Dr. Carolyn Meyers, Individually and in Her Official Capacity, Dr. Glen F. Boyce, Individually and in His Official Capacity for cause would show unto this Honorable Court the following, to wit:

**NATURE OF THE ACTION**

1. This is an employment discrimination and breach of contract case, brought pursuant to the provisions of the Civil Rights Act of 1866, 42 U.S.C. § 1983, 42 U.S.C. §1981, as amended by the Civil Rights Act of 1991 ("Section, 1981"), and Mississippi common law. In 1975, Jake Ayers filed a lawsuit against several defendants including the state of Mississippi, the Commissioner of Higher Education, and The Board of Trustees for the State Institutions of Higher Learning (IHL) for maintaining a dual system of higher education based on race in violation of the Thirteenth and Fourteenth Amendments and

Title VI of the Civil Rights Act of 1964. The plaintiffs in that case requested the dismantling of policies traceable to de jure segregation and sought equality in faculty and staff employment. A settlement agreement in the case was concluded in 2004, bringing an end to the 29-year-old higher education discrimination lawsuit. Sadly, the IHL has continued its discriminatory practices in the form of extending employment contracts to African American Head Football Coaches with terms that are materially different than those extended to non-African American Football Head Coaches.

2. The Plaintiff herein alleges that the Defendants have engaged in, and continue to engage in a state-wide pattern and practice of employment discrimination, both intentional and systemic, on the basis of race, against himself and a class of similarly situated African American Head Football Coaches currently employed by the IHL and former African American Head Football Coaches employed by the IHL, as alleged in this Complaint. Defendants' discriminatory practices include, but are not limited to, discrimination in the negotiation, formation, execution, and termination of employment contracts on a class-wide basis as alleged in this Complaint. Plaintiff seeks declaratory, injunctive, and equitable monetary relief from these practices; compensatory and punitive damages; equitable remedies of accounting, restitution and disgorgement; and an award of costs, expenses, and attorneys' fees; all for himself, individually and on behalf of those similarly situated and/or affected.

### **PARTIES**

3. The Plaintiff, Harold Leon Jackson, is an adult resident of the state of California.

4. Defendant, Board of Trustees of State Institutions of Higher Learning of the State of Mississippi (hereafter “IHL”), is a governmental entity in the State of Mississippi and may be served with process at the Office of the Attorney General, located at 550 High Street #1200, Jackson, Mississippi 39201.

5. Defendant, Dr. Carolyn Meyers (“Meyers”), is a former officer of the State of Mississippi, and may be served with process at the Office of the Attorney General, located at 550 High Street #1200, Jackson, Mississippi 39201.

6. Defendant, Dr. Glen F. Boyce (“Boyce”) is an officer of the State of Mississippi, and may be served with process at the Office of the Attorney General, located at 550 High Street #1200, Jackson, Mississippi 39201.

#### **JURISDICTION AND VENUE**

7. The Circuit Court of Hinds County, Mississippi has jurisdiction over the subject matter of this action pursuant to the Supremacy Clause of Article VI of the U.S. Constitution, and the acts or omissions made the basis of this suit were committed in Hinds County, Mississippi.

8. Venue is proper in the Hinds County, Circuit Court pursuant to the Mississippi Code § 11-11-3 as the conduct that is the subject of this lawsuit substantially occurred in the Hinds County, Mississippi.

**FACTS**

9. The Plaintiff adopts and herein incorporates by reference each and every allegation as set forth above.

10. Pursuant to Section 801.01 of the IHL Policies and Procedures, The IHL has a policy to administer its policies and programs without regard for race, age, sex, religion, national origin, handicapped, or veteran status. The IHL further purports to being committed to the maintenance of equal opportunity for all people. Affirmative Action shall be taken to ensure that the Board does not discriminate in any aspect of employment including advertisement, recruitment, selection, promotion, demotion, transfer, compensation, and selection for training.

11. Prior to June 2015, Section 401.01 of the IHL Policies and Procedures provided that by statute, the IHL had the power and authority to contract with all administrative employees such as the Plaintiff, of said institutions for a term not exceeding four years. The IHL further required that all amendments, revisions, additions and reductions to employee contracts by the University were subject to approval by the Board.

12. The contracts for Institutional Executive Officers and selected athletic personnel are required to be maintained at the Office of the Commissioner.

13. IHL approval is required for the final, involuntary separation of an employee to be effective during the term of an employment contract, and where applicable creation, elimination, or modification of categories of appointments as approved by the IHL.

14. The IHL, acting through its member institution, Jackson State University (“The University”) and its President, Dr. Carolyn Meyers, contracted with the Plaintiff to be the Head Football Coach at the University.

15. On January 13, 2014, the Plaintiff entered into an Employment Agreement with the IHL to be the Head Football Coach at Jackson State University. (See Exhibit “A”). On or about October 6, 2015, The Plaintiff’s Agreement with the Mississippi Institutes of Higher Learning was terminated without cause before its expiration of January 12, 2017.

16. Central to this dispute is provision 2.1 of the Employment Agreement, which states, “This agreement shall be for a term of three (3) years, from January 13, 2014, through January 12, 2017, with a buyout clause of \$65,000.00 **OR** a figure negotiated and agreed upon by both parties if terminated earlier by the University. (emphasis added).

17. It is well accepted in collegiate and professional sports, that a "buyout clause" is used to protect a team's investment in a coach and to deter other teams from poaching. Based on The Plaintiff’s long experience with coaching contracts with the National Football League and other universities, he was under the impression at the time he executed the contract and continues to understand the “Buyout” provision to be his obligation to compensate the University/Board, \$65,000.00 in the event he terminated his Employment with the University early.

18. The termination letter the Plaintiff was given referenced section 2.1 of the Employment Agreement, even though the Plaintiff, had not voluntarily departed to seek other employment opportunities. The termination letter inexplicably stated that the remainder of The Plaintiff’s contract was being bought out for \$65,000.00. On that same

day, The Plaintiff was also given a University check in the amount of \$65,000.00<sup>1</sup> and a Memorandum from Robin Pack, Executive Director of Human Resources, also indicating that The Plaintiff was being paid \$65,000.00 as a “buyout” of the remainder of his employment contract.

19. Plaintiff declined to accept the proverbial thirty pieces of silver in the form of a \$65,000.00 payment because he is entitled to the remainder of his salary throughout January 12, 2017, pursuant to the terms of his Employment Agreement, and the policies and practice of the IHL in its dealings with its other employees who are Head Football Coaches. Consequently, the Plaintiff is entitled to be compensated at a minimum, for the value of the remainder of his Employment Agreement, in the amount of \$329,808.22.

20. In the past four years, the IHL has engaged in a pattern and practice of extending employment contract terms to white Head Football Coaches that provide those employees with the right to be paid the remainder of the value of their employment contracts, in the event they are terminated without cause. Specifically, the IHL has provided these standard, lucrative terms in the following employment agreements:

- University of Mississippi Head Football Coach, Hugh Freeze 1/1/14-12/31/17, (Employee shall receive an amount equal to the base salary for the remainder of the Contract Period);
- University of Southern Mississippi Head Football Coach, Todd Monken-12/12/12-12/10/16 (Employee shall receive an amount equal to the base salary for the remainder of the Contract Period);

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<sup>1</sup> Federal and state employment taxes were deducted from the check, along with the mandatory retirement contribution.

- University of Southern Mississippi Head Football Coach, Jay Hopson-1/31/16-12/31/19 (Employee shall receive an amount equal to the base salary for the remainder of the Contract Period);
- Alcorn State University Head Football Coach, Jay Hopson 1/1/15-1/1/17 (All remaining base salary due as liquidated damages);
- Delta State University Head Football Coach, Richard Todd Cooley 1/1/16-12/31/19 (Employee shall receive an amount equal to the base salary for the remainder of the Contract Period); and
- Mississippi State University Head Football Coach, Dan Mullen 3/1/15-2/28/19 (IHL Responsible for paying all remaining salary due under the Contract)

21. Conversely, the IHL has also engaged in a pattern and practice during that same time, of extending employment contracts to African-American Head Football Coaches, containing provisions that requires them to accept a meager sum as a payout instead of what they are rightfully entitled to-the balance of their contract, in the event they are terminated early by the IHL without cause. Specifically, the IHL has provided these terms in the following circumstances to African American Head Football Coaches:

- Jackson State University Head Football Coach, Ricardo Comegy 1/1/12-12/31/14 (Fifty thousand dollars (\$50,000.00) as an early termination payout clause);
- Jackson State University Head Football Coach, Harold Leon Jackson 1/13/14-1/13/17 (Sixty Five thousand dollars (\$65,000.00) as an early termination payout clause);

- Jackson State University Head Football Coach, Anthony Hughes-12/13/15-12/12/18 (One hundred thousand dollars (\$100,000.00) as an early termination payout clause); and
- Mississippi Valley State University Head Football Coach, Ricardo Comegy 1/21/14-12/31/2017 (No express contractual right to receive an amount equal to the base salary for the remainder of the Contract Period upon early termination by the IHL)

22. The IHL based its decisions to extend employment contracts to African-American Head Football Coaches with terms far less lucrative than those extended to non African-American Football Head Coaches. These employment decisions are based on a discriminatory intent to disproportionately compensate African-American employees at lower salaries than their non African-American counterparts. The disproportionate terms in the employment contracts extended to African American employees such as the Plaintiff were known, or should have been known to the IHL Board and its Commissioner, Boyce.

23. The IHL maintains that the terms of the Plaintiff's Employment Agreement require him to either accept a \$65,000.00 "buyout," or alternatively, negotiate the terms of his termination pay, which the IHL must agree to, otherwise, the Plaintiff must accept the \$65,000.00 payment. There was no meeting of the minds between the parties as to the meaning of the term "buyout clause", or the effect of such clause.

#### **COUNT ONE-BREACH OF CONTRACT**

24. The Plaintiff adopts and herein incorporates by reference each and every allegation as set forth above.



25. Plaintiff entered into a legally binding Contractual Agreement with the IHL for employment on or about January 13, 2014, to perform services as the Head Football Coach at Jackson State University.

26. The Plaintiff executed all of his duties and responsibilities as required by the Employment Agreement, but he was terminated without cause by the University, on behalf of the IHL on or about October 6, 2015, before its expiration of January 12, 2017.

27. The IHL attempted to pay the Plaintiff \$65,000.00 as an early termination fee, in an effort to pay the Plaintiff liquidated damages for their breach of the Employment Agreement. Nevertheless, the Plaintiff has been and remains under the impression that the \$65,000.00 buyout clause referred only to remedying the IHL in the event that the Plaintiff breached the contract. The early termination clause is an unreasonable and unenforceable provision that is a disproportionate measure of damages. This provision essentially allows the IHL and University to breach the Plaintiff's Employment Agreement which is worth \$780,000.00 (in total), in exchange for paying a mere \$65,000.00 at anytime, without suffering any real hardship.

28. The "buyout provision" as construed by the IHL is unconscionable, discriminatory, and unenforceable as a matter of law. Furthermore, there was no meeting of the minds as to the definition, meaning, or effect of this contract provision.

29. Demand for payment has been made upon the Defendants, to no avail.

30. As a result of the willful breach of the Employment Agreement by the Defendants, the Plaintiff is entitled to the remaining balance of his contract salary in the amount of \$329,808.22

**COUNT TWO- CONSTITUTIONAL VIOLATIONS UNDER 42 U.S.C §1983**

31. The Plaintiff adopts and herein incorporates by reference each and every allegation as set forth above.

32. The actions of the Defendant Meyers in her individual capacity violate 42 U.S.C. § 1983 in violation of Plaintiff's rights - substantive and procedural - secured and guaranteed to him by the 1st and 14th amendments of the United States Constitution. Because of this violation, Plaintiff has been deprived of his federal rights under the color of state law.

33. Meyers, in her individual and official capacity perpetuated, ratified, and executed on behalf of the IHL, the discriminatory policy of extending employment contracts to African American Head Football Coaches with disproportionate terms to that of non African-American Head Football Coaches employed by the IHL.

34. The actions of the Defendant Boyce in his individual and official capacity violate 42 U.S.C. § 1983 in violation of Plaintiff's rights - substantive and procedural - secured and guaranteed to him by the 1st and 14th amendments of the United States Constitution. Because of this violation, Plaintiff has been deprived of his federal rights under the color of state law.

35. Boyce, in his individual and official capacity perpetuated, ratified, and sanctioned on behalf of the IHL, the discriminatory policy of extending employment contracts to African American Head Football Coaches with disproportionate terms to that of non African-American Head Football Coaches employed by the IHL.

36. By Defendants' actions, it shows a direct and causal connection between the Plaintiff invoking his constitutional rights and the intentional discrimination. Such

unlawful employment practices violate 42 U.S.C. § 1983, § 1981, Title VII of the Civil Rights Act of 1964, as amended, as well as 42 U.S.C. § 2000e, et. seq.

**COUNT TWO- 42 U.S.C. §1981 RACIAL DISCRIMINATION**

37. The Plaintiff adopts and herein incorporates by reference each and every allegation as set forth above.

38. As stated herein, the Defendants continue in their discriminatory practices in the form of extending employment contracts to African American Head Football Coaches with terms that are materially different than those extended to non-African American Football Head Coaches.

39. This is an employment discrimination and breach of contract case, brought pursuant to the provisions of the Civil Rights Act of 1866, 42 U.S.C. §1981, as amended by the Civil Rights Act of 1991 (“Section 1981”), and Mississippi common law.

40. The Plaintiff herein alleges that the Defendants’ discriminatory practices include, but are not limited to, discrimination in the negotiation, formation, execution, and termination of employment contracts on a class-wide basis as alleged in this Complaint. Plaintiff seeks declaratory, injunctive, and equitable monetary relief from these practices; compensatory and punitive damages; equitable remedies of accounting, restitution and disgorgement; and an award of costs, expenses, and attorneys’ fees; all for himself, individually and on behalf of those similarly situated and/or affected.

41. Defendants’ actions, as described above, constitutes as conduct made because of color and is in violation of racial discrimination, under 42 U.S.C. § 1981a.

42. Pursuant to 42 U.S.C. §1981a, Defendants' conduct constitutes as an intentional discrimination based on race, which is considered "disparate treatment" and are strictly prohibited.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that the Court enter judgment in his favor and against Defendant, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the United States and the State of Mississippi;

B. An injunction and order permanently restraining Defendants from engaging in such unlawful conduct and to compel a revision of current employment contracts with African American Head Football Coaches to reflect the relief sought herein;

C. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic harm;

D. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to his professional and personal reputations and loss of career fulfillment;

E. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory harm, including but not limited to, compensation for his mental anguish, humiliation, embarrassment, stress and anxiety, emotional pain and suffering, emotional distress and physical injuries;

F. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff in an amount to be determined at trial, plus prejudgment interest;

G. An award of punitive damages;

H. An award of costs that Plaintiff has incurred in this action, as well as Plaintiff's reasonable attorneys' fees to the fullest extent permitted by law; and

I. Such other and further relief as the Court may deem just and proper.

Respectfully submitted this the 19<sup>th</sup> day of April, 2017

**HAROLD LEON JACKSON**

By: 

JOHN C. HALL, II

OF COUNSEL:  
JOHN C. HALL, II (MSB#: 99384)  
THE HALL LAW GROUP, PLLC  
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*Attorney for Plaintiff*

# 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

**HAROLD LEON JACKSON**

hereinafter called the employee

The Employee is hereby employed as

**Head Football Coach**

**Division of Athletics Administration**

at Jackson State University, herein called the University, for the period beginning

**January 13, 2014**

and ending on

**January 12, 2017**

at and for the sum of **\$260,000** payable in **24** installments starting at the close of the months of **January** through **December** inclusive.

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

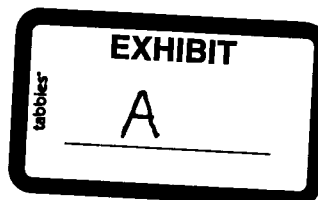
1. *The laws of the State of Mississippi and the policies and by-laws of the Board.*
2. *The Board reserves the right to increase or decrease said monthly salary at any time during the life of this contract. Any decrease shall be made only when and if necessary to keep expenditures of the University 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. *Misceasance, 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 terminations.*
5. *Special provisions:*
  - None*
  - Attached Clause(s):* ATH - 1, 2, 3, & 4

In witness whereof, the parties hereto have executed this Employment Contract on this the

13th day of January, 2014.

Harold Leon Jackson  
(HAROLD LEON JACKSON)

Candyn M. Meyers  
(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 the **University Football** 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 one month's payment of **the Employee's** annual salary as supplemental compensation for the extra service required in preparation for and participation in such a post-season event.

# Employment Contract

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

**Code: ATH-2**

### **Athletics (NCAA Violation and Change of Duties)**

The Employee acknowledges that involvement in a deliberate and serious violation of any law, regulation, rule, by-law, policy or constitutional provision of the State of Mississippi, **the Board**, the NCAA, conference or any other governing authority may result in suspension without pay and/or termination of this contract. In addition, **the University** specifically reserves the right to assign duties, to transfer, reassign, or otherwise change the duties of **the Employee** during the term of this contract.

For the purposes of this agreement an NCAA violation shall include failure to meet NCAA standards with respect to the Academic Progress Rate (APR). The Employee shall promote an environment which is conducive to student athletic academic achievement, as measured by academic eligibility, retention, and graduation, and which is monitored by the NCAA via the APR. Failure to meet NCAA goals may result in suspension without pay and/or termination of this contract.



# 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 Chief Executive Officer of the University through the Athletic Director on or before June 30th of each year, all athletics-related income from sources outside the University including, but not limited to, income from, 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. The 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.

# 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 One Month's Salary each year from the net revenues received from Summer 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.

## EMPLOYMENT AGREEMENT

This employment agreement is effective as of January 13, 2014, by and between Jackson State University (hereinafter "University"), a Mississippi Institution of Higher Learning and Harold Leon Jackson (hereinafter "Head Football Coach").

### **1. Employment**

The University hereby employs Head Football Coach to perform such duties and services on behalf of the University. Head Football Coach agrees to serve for the term of this Agreement and to exercise his best judgment in prioritizing, coordinating and executing the duties assigned.

### **2. Term**

- 2.1 This agreement shall be for a term of three (3) years, from January 13, 2014, through January 12, 2017, with a buyout clause of \$65,000 or a figure negotiated and agreed upon by both parties if terminated earlier by the University.
- 2.2 Maximum Length – At no time should the term of this contract exceed three (3) years.
- 2.3 Subsequent Agreements – Not later than 30 days prior to the expiration of this Agreement, University agrees to inform Head Coach in writing whether it will negotiate to renew contract or whether it will allow this Agreement to expire at the end of the Term.

### **3. Compensation**

- 3.1 Base Salary – Two Hundred Sixty Thousand Dollars (\$260,000) per annum, payable in twenty-four (24) equal bi-monthly installments and seventy-five (75) complimentary football tickets. All others must be purchased at the regular price.
- 3.2 Relocation Expenses – University shall reimburse relocation expenses of Head Coach incurred within six (6) months from the date of execution of this Agreement in an amount not to exceed \$15,000 pursuant to the terms and conditions of University Policy and the Bylaws of the State Institutions of Higher Learning. Such reimbursement shall comply with all applicable IRS rules, laws and/or publications.
- 3.3 Achievement Payments – The following achievement payments shall be paid to Head Coach of Football in the event the Head Football Coach or the football team achieves any of the goals listed below:

\$10,000	Participation in SWAC Conference Championship (Null and Void if SWAC Championship is won.)
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\$10,000	Winning National Championship. This Achievement Payment shall be applicable in the event that the University withdraws from the SWAC and obtains membership in an NCAA sanctioned conference which participates in a playoff and National Championship format.
\$5,000	NCAA Regional Coach of the Year
\$5,000	Black College Coach of the Year
\$5,000	Black College National Champion
\$3,000	Team GPA of 3.5
\$3,000	100% Team Graduation Rate
\$5,000	Paid Home Attendance Average 35,000 or more (paid annually)
\$5,000	Sells 26,000 Season Tickets

#### 4. **Benefits**

- 4.1 **Automobile** – University will provide up to and to not exceed four (4) lease automobiles or courtesy automobiles yearly to be utilized by the Head Coach and designated Assistant Coaches for University purposes/business only. In the event that any individual authorized under this Agreement to use such automobiles violates University, NCAA and/or state or federal motor vehicle laws, this provision shall be null and void.
- 4.2 **Round Trip Personal Air Travel** – University will provide Head Coach two (2) economy class round trip air travel tickets, returning to Jackson, Mississippi, within six (6) months of the execution of this Agreement for the purpose of return personal travel to his home residence.
- 4.3 **Temporary Housing/Meals** – University will provide up to one (1) year housing at One University Place Apartments. For the duration of such housing, University shall provide Head Coach with a daily meal plan through University food services operations.
- 4.4 **Football Facilities** – May be used free of charge for camps;
- 4.5 **Camp Revenues** – All revenues from camps may be kept by the coach minus expenses. Payment for such revenues shall be deposited by Head Coach in such account designated by the University.

- 4.6 AFCA Convention – University shall reimburse Head Coach for all expenses reasonably incurred and allowed by the University to attend AFCA Convention (maximum of \$2,500).
- 4.7 Guarantee Games – That bring in \$500,000 or more – these specified amounts will be put into the football operational budget:
  - (a) \$500,000 = \$5,000
  - (b) \$600,000 = \$6,000
  - (c) \$700,000 = \$7,000
- 4.8 Miscellaneous Expenses - \$2,500 will be made available for University related expenses each year.
- 4.9 Host of Radio and/or television show – an agreed upon monthly payment amount (the University along with the Head Coach will use their best effort to obtain Sponsors for the show). The agreed upon monthly payment amount shall be determined based upon availability of funds, sponsorship agreement(s) and the number of radio and/or television shows hosted. The number of radio and/or television shows hosted is subject to changed based upon scheduling.

## 5. Recruiting Budget

- 5.1 Recruiting Budget shall not be less than \$50,000, and shall not exceed \$100,000. The Recruiting Budget shall be determined based upon availability of University funds.

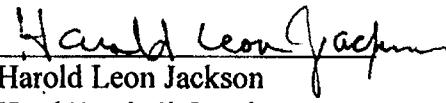
## 6. Assistant Coaches Commission

- 6.1 Winning SWAC Conference Championship/National Championship – 1 month's salary (not to exceed \$12,000)
- 6.2 Participating in Conference Championship - \$2,000 (Null and Void if SWAC Championship is won)
- 6.3 Winning National Championship. This Achievement Payment shall be applicable in the event that the University withdraws from the SWAC and obtains membership in an NCAA sanctioned conference which participates in a playoff and National Championship format – \$5,000
- 6.4 100% Graduation rate - \$1,500

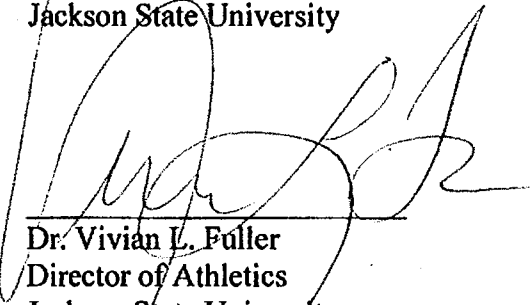
## 7 Academic

- 7.1 NCAA Academic Performance Rate (APR) at or above 975 must be maintained.

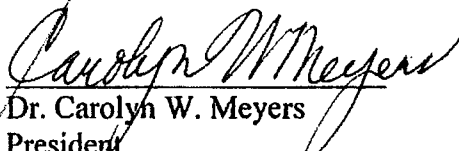
- 7.2 Graduation Success Rate must meet the national norm score of 66 and Federal rate of 54.
- 7.3 Employment Contract is null and void if any NCAA violations occur during the period of this contract.
- 7.4 A Plan for graduating seniors must be developed through the Academic Enhancement Center to include retention, recruitment for in-state and out of state student-athletes in compliance with the Academic Improvement Plan.

  
Harold Leon Jackson  
Head Football Coach  
Jackson State University

1-13-14  
Date

  
Dr. Vivian L. Fuller  
Director of Athletics  
Jackson State University

1.13.14  
Date

  
Dr. Carolyn W. Meyers  
President  
Jackson State University

13 January 2014  
Date