

**CONTRACT FOR EMPLOYMENT
OF MEN'S HEAD BASKETBALL COACH
WICHITA STATE UNIVERSITY**

THIS AGREEMENT is by and between the WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC., a not-for-profit corporation organized under the laws of Kansas (hereinafter "ICAA") and GREGG MARSHALL (hereinafter "Mr. Marshall").

WITNESSETH:

WHEREAS, ICAA requires the services of an individual to serve as head coach for the men's intercollegiate basketball team (hereinafter "Head Coach") of Wichita State University (hereinafter "WSU"); and

WHEREAS, Mr. Marshall has served as Head Coach at WSU since 2007; and

WHEREAS, ICAA desires to continue its employment relationship with Mr. Marshall as Head Coach and Mr. Marshall desires to be so employed to the mutual benefit of both parties; and

WHEREAS, ICAA and Mr. Marshall believe it to be in their mutual best interest to enter into this revised and updated contract for employment and to specifically set forth the terms and conditions of their agreement in writing;

NOW, THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto that:

1. *Term of Employment*

1.1. The term of this Contract for Employment shall be on a seven-year rolling basis beginning on the first day of the third to the final pay period of the pay cycle of each fiscal year and initially ending on the last day of the fourth to the final pay period of the pay cycle of fiscal year 2022. The parties agree and understand that as of April 24, 2016, and each year following, another year will be added to the contract for employment to provide for a continuing seven-year term; provided, however, that on May 7, 2017, May 6, 2018 and every other first day of the third to the final pay period of the pay cycle of each fiscal year thereafter, ICAA may provide Mr. Marshall with written notice that the automatic extension of one additional year will not occur.

1.2. This contract for employment in no way grants Mr. Marshall a claim to tenure in employment at WSU or with ICAA, nor shall Mr. Marshall's service as Head Coach pursuant to this agreement count in any way toward a continuous appointment at WSU.

1.3. Notwithstanding any other provision of this contract for employment, said agreement will terminate automatically if Mr. Marshall dies or becomes totally or permanently disabled as defined by the ICAA's retirement program, its workers compensation program or by any other applicable supplemental disability program.

2. *Responsibilities of Head Coach*

2.1. Mr. Marshall shall well and faithfully serve as Head Coach and shall at all times devote his whole time, attention and energies to the conduct and coaching of the men's intercollegiate basketball program of WSU (hereinafter "Program"), and to the administration and management of the Program in a fiscally responsible manner within established operating budgets, ICAA policies, and rules and regulations of the Missouri Valley Conference (hereinafter "the Conference") and the National Collegiate Athletic Association (hereinafter "the NCAA").

2.2. Mr. Marshall shall diligently perform the traditional duties of Head Coach, including by way of example and not by way of limitation, recruiting, planning and running practices and workouts, scheduling games and making travel arrangements, hiring and supervising assistant coaches, managing a budget and supporting fund-raising efforts.

2.3. Mr. Marshall shall be responsible, and shall report directly, to WSU's Executive Director of Intercollegiate Athletics (hereinafter "AD"), or the AD's designee, and shall confer with the AD or the AD's designee on all administrative and technical matters.

2.4. Mr. Marshall shall observe and uphold all academic standards, requirements and policies of WSU and encourage Program athletes to perform to their highest academic potential and to graduate.

2.5. Mr. Marshall agrees to know, recognize, abide by and comply with all rules, regulations, policies or requirements which have been or may be promulgated by or applicable to ICAA, WSU, the Conference or the NCAA; supervise and take appropriate steps to ensure that Mr. Marshall's assistant coaches, any other employees for whom Mr. Marshall is administratively responsible and the Program athletes know, recognize, abide by and comply with all such rules, regulations, policies or requirements; and immediately report to the AD and to the ICAA's Director of Compliance if Mr. Marshall has reasonable cause to believe that any person or entity, including by way of example and not by limitation, representatives of WSU or ICAA's athletic interests, has violated or is likely to violate any such rules, regulations, policies or requirements. Mr. Marshall shall cooperate fully with the ICAA's Director of Compliance at all times.

2.6. Mr. Marshall shall avoid any business, professional or personal activities or pursuits that would prevent Mr. Marshall from devoting full time to performance of the duties as Head Coach as set forth in this contract for employment, or which would otherwise detract in any manner from the duties outlined herein, or that, in the opinion of ICAA, would reflect adversely upon the Program, ICAA or WSU.

2.7. Mr. Marshall's failure to comply with this paragraph 2 shall constitute and be considered as a specific and material breach of this contract for employment. ICAA agrees that it will notify Mr. Marshall in writing of any actions or activities that are in violation of this paragraph 2 and that Mr. Marshall shall have an opportunity to meet with the AD to discuss said actions or activities. Mr. Marshall will likewise be given a reasonable opportunity to terminate or end any actions or activities that are in violation of this paragraph 2.

3. *Compensation*

3.1. Regular Compensation. In consideration of Mr. Marshall's services and the satisfactory performance of the terms and conditions of the contract for employment by Mr. Marshall, ICAA will pay Mr. Marshall:

3.1.1. As of April 26, 2015, Mr. Marshall will receive an annual salary of THREE MILLION AND NO/1.00 DOLLARS (\$3,000,000.00).

3.1.2. As of the first day of the third to final pay period of the pay cycle in fiscal year 2016, Mr. Marshall will receive an annual salary of THREE MILLION AND NO/1.00 DOLLARS (\$3,000,000.00).

3.1.3. As of the first day of the third to final pay period of the pay cycle in fiscal year 2017, Mr. Marshall will receive an annual salary of THREE MILLION AND NO/1.00 DOLLARS (\$3,000,000.00).

3.1.4. As of the first day of the third to final pay period of the pay cycle in fiscal year 2018, Mr. Marshall will receive an annual salary of THREE MILLION FIVE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$3,500,000.00).

3.1.5. As of the first day of the third to the final pay period of the pay cycle in fiscal year 2019, Mr. Marshall will receive an annual salary of THREE MILLION FIVE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$3,500,000.00).

3.1.6. As of the first day of the third to the final pay period of the pay cycle in fiscal year 2020, Mr. Marshall will receive an annual salary of THREE MILLION FIVE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$3,500,000.00).

3.1.7. As of the first day of the third to the final pay period of the pay cycle in fiscal year 2021, Mr. Marshall will receive an annual salary of THREE MILLION FIVE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$3,500,000.00).

After the final payment of the pay cycle of 2022, there will be an annual increase in salary to be effective each succeeding year as determined to be appropriate by the AD, said increase to be at least in an amount no less than the average amount of increase given to ICAA administrative employees. All compensation shall be payable in accordance with normal payroll procedures of the ICAA, commencing as of the first day of the first pay period in the pay cycle of fiscal year 2023.

3.2. Mr. Marshall and ICAA understand and agree that the annual salary amounts set forth above includes compensation for the services outlined, described and set forth in Section 2, and all required radio and television appearances by Mr. Marshall, including but not limited to, the *Shocker Sports Report*, and required personal appearances and public relation efforts by Mr. Marshall on behalf of the ICAA, the Program and WSU The AD shall determine what appearances are required for Mr. Marshall, said determinations to be reasonable and after consultation with Mr. Marshall.

3.3. Performance Incentives. Mr. Marshall shall also be entitled to potential additions to the base salary amount set forth in paragraph 3.1. above as determined by ICAA on an annual basis. An annual determination will be made based upon the previous year's results for the Program and will be paid as an annual incentive sixty (60) days after the conclusion of each season of the Program in which the incentive was earned, less all amounts required to be withheld and deducted; provided, however, that Performance Incentives, if any, shall not carry forward to the next twelve month period and are not subject to any annual increases. Performance Incentive payments are made on the premise that the generation of attention, visibility and revenue from successful performance are of significant value to ICAA and WSU and should be appropriately recognized and rewarded. The following potential Performance Incentives shall apply as long as Mr. Marshall is employed as Head Coach by ICAA:

3.3.1. If the Program has a winning Conference record, an additional \$20,000.00 will be paid to Mr. Marshall.

3.3.2. Mr. Marshall will be paid \$35,000 for a multi-year Academic Progress Rate ("APR") of .930 or better.

3.3.3. If the Program finishes the regular season with 20 or more wins, an additional \$35,000.00 will be paid to Mr. Marshall.

3.3.4. If the Program successfully fulfills the Missouri Valley Conference non-conference scheduling policy, an additional \$25,000.00 will be paid to Mr. Marshall.

3.3.5. If the Program finishes as regular season champion or co-champions of the Conference, an additional \$18,000.00 will be paid to Mr. Marshall.

3.3.6. If a post-season Conference tournament is held and the Program is champion of that tournament, an additional \$18,000.00 will be paid to Mr. Marshall.

3.3.7. If the Program makes an appearance in the post season National Invitation Tournament (hereinafter "NIT"), an additional \$18,000.00 will be paid to Mr. Marshall.

3.3.8. If the Program plays in the championship game of the NIT, an additional \$25,000.00 will be paid to Mr. Marshall.

3.3.9. If the Program appears in the NCAA post-tournament, an additional \$36,000.00 will be paid to Mr. Marshall for each game played.

3.3.10. If the Program is one of the final sixteen (16) teams in the NCAA post-season tournament, an additional \$60,000.00 will be paid to Mr. Marshall.

3.3.11. If the Program is one of the final four (4) teams in the NCAA post-season tournament, an additional \$100,000.00 will be paid to Mr. Marshall.

3.3.12. If the program wins the NCAA national championship, an additional \$200,000.00 will be paid to Mr. Marshall.

3.3.13. If Mr. Marshall is selected as the Missouri Valley Conference Coach of the Year, an additional \$25,000.00 will be paid to Mr. Marshall.

3.3.14. If Mr. Marshall is selected as the National Association of Basketball Coaches and/or the Associated Press Coach of the Year, an additional \$50,000.00 will be paid to Mr. Marshall.

As an illustrative example of the intent of the above Paragraph 3.3, if the Program has a winning Conference record (\$20,000.00), a APR of .930 or better (\$35,000), wins the Conference regular season championship (\$18,000.00), appears in three games in the NCAA post-season tournament (3 x \$36,000.00 = \$108,000.00), and is one of the final sixteen (16) teams in the NCAA post-season tournament (\$60,000.00), Mr. Marshall would be entitled to a total Performance Incentives payment of \$241,000.00.

3.4. Additional Benefits. In consideration of Mr. Marshall's services as Head Coach and the satisfactory performance of this contract for employment, ICAA will provide Mr. Marshall with the following additional benefits:

3.4.1. Such normal employee fringe benefits as ICAA generally provides to its comparable employees, including by way of example and not by way of limitation, workers compensation insurance, annual leave, sick leave, hospitalization/medical insurance, retirement benefits, disability insurance.

3.4.2. Two courtesy cars, or an allowance in lieu of same, as determined by ICAA. If Mr. Marshall is provided with courtesy cars rather than an allowance, it is Mr. Marshall's sole responsibility, at his expense, to insure said vehicles according to requirements established by ICAA. ICAA will reimburse Mr. Marshall for amounts expended for vehicle registration, upon provision of appropriate proof of payment. Mr. Marshall may use the provided courtesy cars for personal and business use.

3.4.3. Complimentary memberships at Flint Hills National Golf Club, the Crestview Country Club and at Genesis Health Club, for so long as ICAA deems the same financially practical. All monthly dues may be paid from the Program or funds maintained for the Program with the WSU Foundation, but all other charges are the responsibility of Mr. Marshall.

3.4.4. Sixteen (16) complimentary tickets to each men's intercollegiate basketball game played at Koch Arena, said tickets to be used at Mr. Marshall's discretion.

3.4.5. ICAA will provide the usage of a private plane for recruiting trips by Mr. Marshall, or a member of his coaching staff as designated by Mr. Marshall, for a minimum of six (6) times during each year of Mr. Marshall's contract of employment. The arrangements for utilization of a private plane shall be made by the AD or the AD's designee.

3.4.6. ICAA will provide jet charters of at least thirty (30) seats for all away game travel by the men's basketball team during each year of Mr. Marshall's contract of employment. Mr. Marshall agrees that a chartered bus of at least thirty (30) seats may be used for away game travel by the men's basketball team to the following destinations: Springfield, Missouri (Missouri State University), Tulsa, Oklahoma, Kansas City, Missouri, and any other non-conference game within two hundred (200) miles of Wichita, Kansas. Mr. Marshall's spouse and/or children will be permitted to travel on the chartered jet, without cost, for a minimum of six (6) regular season away games, to exempt pre-season tournaments and to post-season tournaments, during each year of Mr. Marshall's contract of employment. Mr. Marshall shall be responsible for notifying the AD, a minimum of forty-eight (48) hours in advance, as to which games and/or tournaments his family wishes to travel.

3.4.7. Subject to applicable NCAA and Conference Rules, Mr. Marshall shall have the prerogative to select and retain up to three (3) assistant basketball coaches and the Director of Basketball Operations, (non-coaching) subject to the approval of the AD. ICAA will provide the sum of SIX HUNDRED TWENTY THREE THOUSAND AND NO/1.00 DOLLARS (\$623,000.00) as a salary pool for Mr. Marshall to hire and retain three (3) full-time coaching assistants and the Director of Basketball Operations.

3.4.8. *This paragraph reserved for future use.*

3.4.9. ICAA will support and provide funding, for Mr. Marshall to hire and retain an Assistant to the Head Coach/Director of Player Development (non-coaching), subject to the approval of the AD. The current funding amount is TWENTY-NINE THOUSAND AND NO/1.00 DOLLARS (\$29,000.00).

3.4.10. ICAA agrees to provide Mr. Marshall with three (3) personal flights on private aircraft (eight seats) to anywhere in the continental United States during each contract year, i.e., April 16 to April 15. Mr. Marshall agrees that withholding shall be applied to a mutually agreed upon value of this benefit.

3.4.11 Mr. Marshall will be provided TEN THOUSAND AND NO/1.00 DOLLARS (\$10,000.00) at the beginning of each contract year to be used during that contract year for business-related entertainment. Mr. Marshall will maintain records and provide receipts of all expenditures to the AD or the AD's designee. Any amount not expended at the end of the contract year will be returned to the ICAA.

3.5. It is agreed that Mr. Marshall will be paid according to WSU payroll periods and that the compensation paid to Mr. Marshall by ICAA shall be subject to the same payroll deductions, including by way of example and not by limitation, state and federal taxes, FICA withholding, benefit programs requiring employee contribution, that apply to ICCA's employees.

3.6. It is agreed that Mr. Marshall will bear ultimate responsibility for any and all tax consequences of amounts paid to Mr. Marshall as compensation pursuant to this contract for employment.

4. *Opportunities for Additional Income*

4.1. Mr. Marshall will be permitted to enter into and retain income from the following opportunities, subject to informing the AD about said opportunities prior to participation and compliance with NCAA reporting and approval procedures as discussed in Paragraph 4.3.

4.1.1. Personal service contracts for radio, television or commercial endorsements. Radio and television stations with ICAA broadcast rights shall be given first opportunity for any coach's program involving Mr. Marshall. ICAA will facilitate and assist as appropriate.

4.1.2. Operation of sports camps in facilities of ICAA or WSU. A minimum of two (2) weeks access to Koch Arena during each year of the agreement is guaranteed by ICAA, unless such usage is precluded by ongoing construction, improvement or renovation projects. Subject to ICAA or WSU policy regarding payment of facility usage fees, the Koch Arena facilities shall be provided to Mr. Marshall, but Mr. Marshall shall be responsible for all other expenses associated with the camp, including the cost of acquisition of adequate liability insurance protection, beyond the cost of the facility. As it is the responsibility of the ICAA to ensure that it is meeting NCAA rules-compliance responsibilities concerning sports camps, Mr. Marshall shall provide all camp records, including by way of example and not by way of limitation, rosters, applications, free or discounted admissions, bank statements, expense records and payroll records, to the AD or the ICAA's Director of Compliance when requested.

4.1.3. Endorsements or consultations with athletic shoe, apparel and/or basketball equipment manufacturers; provided, however, that Mr. Marshall agrees that ICAA, as determined by the AD, has the right of approval relative to the selection of all footwear, apparel and/or equipment to be used by student athletes and staff during official practices and games, said right of approval not to be unreasonably withheld.

4.1.4. Speaking engagements or clinics for which an honorarium is paid.

4.1.5. Subscription or "pay" Internet websites that derive income from the selling of advertising and/or merchandise specifically pertaining to Mr. Marshall, such as his website "Marshallhoops.com." The parties agree that Mr. Marshall will not utilize or contract with ICAA advertisers or advertisers that are reasonably determined by ICAA to be competitive to ICAA advertisers, unless specifically authorized in advance by ICAA.

4.1.6. Other opportunities as may arise shall be considered on a case-by-case basis and the AD's approval shall not be unreasonably withheld.

4.2. Mr. Marshall may not use WSU or ICAA's name, logos or any registered marks in connection with any of the above opportunities without the prior written consent of the AD.

4.3. In accordance with NCAA rules, Mr. Marshall shall obtain prior written approval from WSU's President for all athletically-related income and benefits from sources outside ICAA and shall report the source and amount of all such income and benefits to WSU's President, through the AD, whenever reasonably requested, but in no event less than annually.

5. *This paragraph reserved for future use.*

6. *Travel*

Mr. Marshall will conduct such travel as is necessary to carry out his duties as Head Coach, and Mr. Marshall shall be entitled to reimbursement for transportation and per diem expenses in accord with ICAA policies and procedures applicable to travel and expense reimbursements.

7. *Termination or Suspension of the Contract For Employment by ICAA*

7.1. If no extension or renewal of the contract for employment beyond the term specified in Paragraph 1.1. is agreed to, this contract for employment shall terminate as of the last day of the stated term without the requirement of further notice from either party to the other.

7.2. ICAA may, in its discretion, suspend Mr. Marshall from some or all of Mr. Marshall's duties as Head Coach, temporarily or permanently, and with or without pay; or terminate this contract for employment at any time, as determined by the ICAA to be in the best interests of the Program and WSU, upon the occurrence of good cause.

7.2.1. The term "good cause," by way of example and not by way of limitation, would include the following:

- [i] Mr. Marshall's refusal to perform the duties required as Head Coach;
- [ii] Mr. Marshall's knowing and deliberate failure to properly supervise his coaching staff and provide oversight of the basketball program;
- [iii] conviction of a felony;
- [iv] insubordination, as reasonably determined by the AD;
- [v] as reasonably determined by the President of the University, in consultation with the AD, an act of dishonesty or discreditable conduct by Mr. Marshall that is inconsistent with the professional standards expected of a head coach of an intercollegiate sports team that results in material injury to the reputation of Wichita State University, the ICAA or the Program and/or conduct that offends public decency or morality as measured by the community standard prevailing in Wichita and the State of Kansas; or

[vi] any knowing and deliberate major violation or a pattern of secondary violations of rules and regulations of the NCAA, any knowing and deliberate violation of rules and regulations of the Conference or any knowing and deliberate violation of any applicable rule, policy or procedure of the ICAA or WSU;

No termination for alleged “good cause” shall occur without first giving Mr. Marshall notice in writing of the “good cause” actions alleged and an opportunity to be heard. Mr. Marshall will not be held accountable for the decisions or actions of the prior head coach or a member of the prior head coach’s coaching staff, including violations of rules and regulations of the NCAA, including academic performance penalties.

7.2.2. If found in major violation of NCAA rules and regulations, Mr. Marshall may, in addition to the provisions of this Paragraph 7.2, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

7.3. In the event of termination by either party, Mr. Marshall agrees that he will not interfere with Program student-athletes or otherwise obstruct ICAA’s ability to conduct the Program or transact business.

7.4. In the event of termination of this Contract for Employment by either party, Mr. Marshall agrees that all materials or articles of information, including, by way of example and not by way of limitation, personnel records, recruiting records, team information, films, statistics or any other material or data relating to the Program, furnished to Mr. Marshall by ICAA or developed by Mr. Marshall on behalf of ICAA or at ICAA’s direction or otherwise for use in connection with Mr. Marshall’s employment hereunder, are and shall remain the sole property of ICAA. Within twenty-four (24) hours of the expiration of the term of this agreement, or its earlier termination as provided in this Paragraph 7, Mr. Marshall shall immediately cause any such materials in Mr. Marshall’s possession or control to be delivered to the AD on behalf of the ICAA.

8. *Liquidated Damages to Mr. Marshall*

8.1. ICAA recognizes that employment as the head basketball coach for the men’s intercollegiate basketball team of Wichita State University is a unique opportunity. ICAA recognizes that the removal of Mr. Marshall from this position for reasons other than good cause would create an inherent loss for Mr. Marshall. Both parties agree that the actual losses that would be suffered by Mr. Marshall are difficult to ascertain. Therefore, this liquidated damages provision has been negotiated, in good faith, and agreed to by the parties in consideration of this fact, with both parties agreeing that the liquidated damages provision is reasonable.

8.2.1. Should ICAA terminate Mr. Marshall for any reason other than those set forth under paragraph 7.2. above, prior to the completion of the Contract for Employment, it is agreed that ICAA will be obligated to pay Mr. Marshall either the sum of FIFTEEN MILLION AND NO/1.00 DOLLARS (\$15,000,000.00) or the amount remaining under this Contract of Employment (calculated by multiplying the number of years remaining on the contract by the total compensation set forth in paragraph 3.1.1), whichever is less.

For example, if Mr. Marshall's Contract for Employment was terminated without cause by ICAA with three of the first seven years employment remaining on his contract, Mr. Marshall would receive \$10,000,000.00 as and for liquidated damages.

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For example, if Mr. Marshall's Contract for Employment was terminated without cause by ICAA with two of the first seven years employment remaining on his contract, Mr. Marshall would receive \$7,000,000.00.

8.2.2. The payment of any liquidated damages to Mr. Marshall, as specified by Paragraph 8.2.1., shall be paid by ICAA over no more than a three year period (with equal amounts paid each year at a time reasonably determined by the parties, but if no agreement can be reached, annual payments would be as of April 16 of each succeeding year). If however, there was two or fewer years remaining on the Contract for Employment, the payment shall be made in one lump sum.

Any payment made pursuant to paragraphs 8.2.1 or 8.2.2 shall be subject to appropriate withholding for any applicable taxes as determined by the parties.

8.2.3. To the extent allowable by law, payment by the ICAA of any amount under this section will constitute a full release of any claim that Mr. Marshall might otherwise assert against ICAA or Wichita State University, or any of their representatives, agents or employees.

8.2.4. Except for the obligations to pay to Mr. Marshall the amount set forth in Section 8.2.1. or 8.2.2., all obligations of the ICAA (to the extent not already accrued or vested) to Mr. Marshall shall cease as of the effective date of such termination of this Contract for Employment. In no case shall ICAA be liable for the loss of any additional compensation, collateral business opportunities or any other benefits, perquisites or income resulting from activities beyond those addressed in Section 3.2, such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the termination without cause of Mr. Marshall's employment under this Contract for Employment.

8.2.5. All obligations of Mr. Marshall under this Contract for Employment or otherwise associated with his employment with ICAA shall cease as of the effective date of termination.

8.3. Should ICAA terminate Mr. Marshall for any reason other than those set forth under paragraph 7.2 above, Mr. Marshall agrees to make a good faith effort to mitigate ICAA's obligation to pay liquidated damages by seeking similar employment (that of a Mid-Major Division I Head Basketball Coach) or other opportunities within the scope of his expertise to provide personal services for remuneration. If Mr. Marshall obtains new employment or other opportunities, ICAA's obligation to continue to pay liquidated damages will be reduced by the total compensation or other remuneration received from Mr. Marshall's new employment or opportunities. If Mr. Marshall fails to make a good faith effort to mitigate ICAA's obligation under this provision of the contract for employment and/or fails to provide information to ICAA regarding his effort to mitigate, as reasonably determined by ICAA, then ICAA shall have no further obligation to make payments under this Contract for Employment.

8.4. The parties understand and agree that this provision for liquidated damages shall not be applicable should this contract for employment be ended pursuant to the provisions of Paragraph 1.3. or pursuant to mutual agreement of the parties.

9. *Liquidated Damages to ICAA*

9.1. Mr. Marshall and ICAA agree that Mr. Marshall has special, exceptional and unique knowledge, skill, experience and ability as a basketball coach which, in addition to future acquisitions of coaching experience with the Program, as well as ICAA's interest in continuity in the Program, will render Mr. Marshall's services unique. Mr. Marshall recognizes that the loss of his services to the ICAA and the Program, without ICAA approval and release, prior to the expiration of the term of this contract for employment, or any renewal thereof, would cause an inherent loss to the ICAA. Both parties agree that the actual losses that would be suffered by the ICAA are difficult to ascertain. Therefore, this liquidated damages provision has been negotiated, in good faith, and agreed to by the parties in consideration of this fact, with both parties agreeing that the liquidated damages provision is reasonable.

9.2 The parties agree that in the event Mr. Marshall terminates this Contract for Employment for any reason, Mr. Marshall will be obligated to pay ICAA, as liquidated damages and not as a penalty, the sum of FIVE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$500,000.00); said amount to decrease to FOUR HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$400,000.00) as of June 1, 2016; said amount to decrease to THREE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$300,000.00) as of June 1, 2017; and said amount to decrease to TWO HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$200,000.00) as of June 1, 2018. Thereafter, the amount of liquidated damages will remain at TWO HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$200,000.00) unless otherwise agreed to by the parties. Said liquidated damages are to be paid within thirty (30) calendar days of Mr. Marshall providing notice of his intention to terminate the Contract for Employment, said amount to be paid with a certified check from Mr. Marshall.

9.3. The parties agree that in the event that Mr. Marshall terminates this Contract of Employment for any reason, prior to April 15, 2018, Mr. Marshall shall forfeit and forego any financial payments or benefits provided by the Contract of Employment.

10. *Other Employment*

10.1. Mr. Marshall agrees not to personally or through any agent actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of this agreement without first having advised the AD of the intention to do so. Mr. Marshall shall also advise the AD of any inquiries or contacts exploring Mr. Marshall's possible interest in or availability for other full-time or part-time employment.

10.2. Mr. Marshall further agrees, and hereby specifically promises, not to accept employment, under any circumstances, as a basketball coach at any institution of higher education which is a member of the National Collegiate Athletic Association, or for any basketball team participating in any professional league or conference in the United States or elsewhere, requiring performance of duties prior to the expiration date of the term of this agreement or any extension thereof, without first providing advance notification to the AD of his intent to do so.

11. *Scheduling*

Mr. Marshall will coordinate the day-to-day management of the process of scheduling intercollegiate games, in conjunction with the AD; provided, however, that the AD shall have the final approval with regard to the scheduling of games, said approval not to be unreasonably withheld.

12. *Relationship Between the Parties*

The relationship between Mr. Marshall and ICAA shall be determined solely by the terms and conditions of this agreement.

13. *Assignment*

Mr. Marshall may not assign his rights or delegate his obligations under this agreement. ICAA may not assign its rights or delegate its obligations without the consent of Mr. Marshall, which shall not be unreasonably withheld.

14. *Governing Law*

This agreement shall be deemed to have been entered into under the laws of the state of Kansas and the rights and obligations of the parties hereunder shall be governed and determined according to the laws of said state.

15. *Waiver of Rights*

None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by written agreement of the parties, and no delay by ICAA in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

16. *Severability*

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17. *Amendments*

No amendment or modifications of this agreement shall be effective unless in writing and signed by both parties.

18. *General*

This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The article or section headings of this agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. This agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

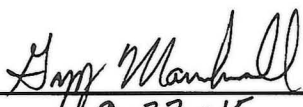
IN WITNESS WHEREOF, the parties hereto have executed this agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said agreement to become effective as of the later date.


“Mr. Marshall”

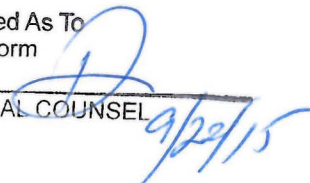
“ICAA”

GREGG MARSHALL

**WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.**

By: 
Date: 9-23-15

By: 
Name: Eric L. Sexton
Title: Executive Director of Athletics
Date: 9/24/2015

Approved As To
Legal Form

GENERAL COUNSEL