

**CONTRACT FOR EMPLOYMENT
OF KRISTI BREDBENNER COACH
WICHITA STATE UNIVERSITY**

THIS CONTRACT OF EMPLOYMENT is by and between the WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC. (hereinafter "ICAA"), a corporation affiliated with WICHITA STATE UNIVERSITY, a state educational institution of Kansas (hereinafter "WSU") and Kristi Bredbenner (hereinafter "COACH").

WITNESSETH:

WHEREAS, ICAA requires the services of an individual to serve as head coach for the Softball team (hereinafter "Head Coach") of Wichita State University; and

WHEREAS, the parties are mutually desirous of entering into and continuing an existing employment relationship that began July 1, 2014; and

WHEREAS, ICAA and COACH believe it to be in their mutual best interest to enter into this contract for employment (hereinafter "Agreement") 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:

1. *Term of Employment*

1.1. This Agreement shall be considered to have commenced as of July 1, 2018, and shall terminate as of June 30, 2023; provided however, that if the parties mutually agree in writing to extend the term of this Agreement, this contract for employment will be extended for that extended term. Should ICAA determine, in its sole discretion that an extension is not advisable, ICAA must advise COACH, in writing, no later than at the completion of the Softball team's 2022-2023 season.

1.2. This Agreement in no way grants COACH a claim to tenure in employment at WSU or with ICAA, nor shall COACH'S service as Head Coach pursuant to this Agreement count in any way toward tenure at WSU.

1.3. Notwithstanding any other provision of this Agreement, said Agreement will terminate automatically if COACH 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. COACH shall well and faithfully serve as Head Coach and shall at all times devote his/her whole time, attention and energies to the conduct and coaching of the Softball program of WSU (hereinafter "Program"), and to the administration and management of the Program in a fiscally responsible manner within established operating budgets.

2.2. COACH 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, participation events and overseeing travel arrangements, hiring and supervising assistant coaches, managing a budget, regular radio and television appearances on radio and television stations with ICAA broadcast rights and supporting fund-raising efforts.

2.3. COACH shall be responsible, and shall report directly, to WSU's 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. COACH 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. COACH agrees to know, or become knowledgeable within a reasonable period of time, recognize, abide by and comply with all rules, regulations, policies or requirements which have been or may be promulgated by or which are applicable to ICAA, WSU, the Athletic Conference of which WSU/ICAA is a member (hereinafter "Conference") and the National Collegiate Athletic Association ("NCAA"); supervise and take appropriate steps to ensure that Softball assistant coaches, any other employees for whom COACH 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 Associate Athletic Director of Student Services or their designee if COACH 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, has possibly violated, or is likely to violate any such rules, regulations, policies or requirements. COACH shall cooperate fully with the ICAA's Associate Athletic Director of Student Services or their designee at all times.

2.6. COACH shall avoid any business, professional or personal activities or pursuits that would prevent COACH from devoting full time to performance of the duties as Head Coach as set forth in this Agreement, 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. COACH'S job performance will be assessed annually by the AD.

3. *Compensation*

3.1. Regular Compensation. In consideration of COACH'S services and the satisfactory performance of the terms and conditions of the Agreement by COACH, ICAA will pay COACH:

3.1.1. An initial annual base salary of One Hundred Twenty Thousand DOLLARS (\$120,000), said amount payable in accordance with normal payroll procedures of ICAA, commencing as July 1, 2018. The annual base salary shall be considered to be for a period running from July 1, 2018 through the end of the Fiscal Year 2023 subject to any annual increase. An annual increase in annual base salary effective each succeeding fiscal year as determined appropriate by the AD, said increase to be no less than four percent (4%) of the total annual base salary paid in the previous year, not including performance incentive payments.

3.2. Performance Incentives. COACH shall also be entitled to potential additions to the base salary amount set forth in paragraph 3.1.1, above, as described, below. These additions will be paid as an annual incentive prior to the end of the fiscal year 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. 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 annual Performance Incentives shall apply as long as COACH is employed as Head Coach by ICAA:

- If the Program has a multi-year Academic Progress Rate ("APR") of .985 or better, an additional amount equal to (20% of one month's annual base salary) will be paid to COACH.
- If COACH is named the Conference Coach-of-the-Year an additional amount equal to (25% of one month's annual base salary) will be paid to COACH.
- If the Program finishes as champion or co-champions of the Conference regular season, an additional amount equal to (30% of one month's annual base salary) will be paid to COACH.
- If a post-season Conference tournament is held and the Program is champion of that tournament, an additional amount equal to (30% of one month's annual base salary) will be paid to COACH.
- If COACH is named as a National Coach of the Year by the NFCA (National Fastpitch Coaches Association), an additional (50% of one month's annual base salary) will be paid to COACH.

- If the Program appears in NCAA regional post-season tournament, an additional amount equal to (40% of one month's annual base salary) will be paid to COACH.
- If the Program appears in NCAA super regional post-season tournament, an additional amount equal to (50% of one month's annual base salary) will be paid to COACH.
- If the Program appears in the NCAA College World Series, an additional amount equal to (100% of one month's annual base salary) will be paid to COACH.
- If the Program wins the NCAA national championship, an additional (\$15,000) will be paid to COACH.
- If the Program has an overall annual GPA by Program Student Athletes of 3.5 and above (\$750) will be paid to COACH

3.3. Additional Benefits. In consideration of COACH'S services as Head Coach and the satisfactory performance of this Agreement, ICAA will provide COACH with the following additional benefits:

3.3.1. 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.

3.3.2. A courtesy car, or an allowance in lieu of same, as determined by ICAA. If COACH is provided with a courtesy car rather than an allowance, it is COACH'S sole responsibility, at (his/her) expense, to insure said vehicle according to requirements established by ICAA. ICAA will reimburse COACH for amounts expended for vehicle registration, upon provision of appropriate proof of payment. COACH may use the provided courtesy car for personal and business use.

3.3.3. A complimentary membership to a golf club, selected by ICAA, 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 COACH.

3.4. It is agreed that the compensation paid to COACH by ICAA, pursuant to this Agreement, shall be subject to federal and state tax laws as well as 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 ICAA employees.

3.5. It is agreed that COACH will bear ultimate responsibility for any and all tax consequences of amounts paid to COACH as compensation and benefits pursuant to this Agreement.

4. *Opportunities for Additional Income*

4.1. COACH will be permitted to enter into and retain income from the following opportunities, subject to informing the AD about said opportunities prior to participation with the AD's approval which shall not be unreasonably withheld 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 other than regular radio and television appearances on radio and television stations with ICAA broadcast rights. Radio and television stations with ICAA broadcast rights shall be given first opportunity for any coach's program involving COACH. ICAA will facilitate and assist as appropriate.

4.1.2. Operation of sports camps in facilities of ICAA or WSU. Access to Wilkins Stadium during each year of the Agreement is guaranteed by ICAA, unless such usage is precluded by ongoing construction, improvement or renovation projects. COACH shall be responsible for all expenses associated with the camp, including the cost of acquisition of adequate liability insurance protection and facility lease fee to ICAA. As it is the responsibility of the ICAA to ensure that it is meeting NCAA rules-compliance responsibilities concerning sports camps, COACH 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 Associate Athletic Director of Student Services or their designee when requested.

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

4.1.4. 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. COACH 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. COACH shall obtain prior written approval from AD 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 the AD, whenever reasonably requested, but in no event less than annually.

5. *Travel*

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

6. Termination or Suspension of the Contract for Employment

6.1. If the Agreement is not extended pursuant to the provisions of paragraph 1.1, this Agreement shall terminate as of the end of the then stated term unless otherwise agreed to by and between the parties.

6.2. ICAA may, in its discretion, suspend COACH, with or without pay, from some or all of COACH'S duties as Head Coach, for a period of time deemed necessary by the AD. ICAA may terminate this Agreement at any time, as determined by the ICAA to be in the best interests of the Program or WSU, upon the occurrence of good cause or as provided for in Paragraph 6.5, below.

6.2.1. The term "good cause," by way of example and not by way of limitation, would include acts by COACH constituting or involving gross professional or personal misconduct, COACH'S refusal to perform the duties required as Head Coach; COACH'S knowing failure to properly supervise (his/her) coaching staff and provide oversight of the Softball program; charge or conviction of a felony or misdemeanor; insubordination; COACH'S unavailability to ICAA to perform the duties herein; and/or any knowing Level I or Level II violations of rules and regulations of the NCAA, any knowing violation of rules and regulations of the Conference or any knowing violation of any executed national letter of intent for student/athletes in the Program or applicable rule, policy or procedure of the ICAA or WSU. No termination for alleged "good cause" shall occur without first giving COACH notice (in writing) of the "good cause" actions alleged and an opportunity to be heard in a meeting with the AD. The General Counsel for Wichita State University shall be notified prior to any "good cause" action being initiated by the ICAA pursuant to this subsection and COACH may be joined by counsel of (his/her) choosing during any such meeting with the counsel being available to advise and confer with COACH but not otherwise participate in the discussion between COACH and the AD. If COACH does have counsel present at the meeting the General Counsel or their designee will also be present.

6.2.2. If found in major violation of NCAA rules and regulations, COACH may, in addition to the provisions of this Paragraph 6.2, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, whether such violations occurred at WSU or during COACH'S previous employment at another member institution.

6.2.3 Any economic fine or penalty assessed by the NCAA or Conference against the ICAA as a result of behavior, conduct or other action by COACH or behavior, conduct or other action of Program employees, including family or household members of COACH, known and approved of, either directly or implied, by COACH will be paid by COACH or, if initially paid by ICAA, COACH will reimburse ICAA for such payment, within thirty (30) days of said payment by ICAA.

6.3. In the event of termination by either party, COACH agrees that (he/she) will not interfere with and recruit Program student-athletes or otherwise obstruct ICAA'S ability to conduct the Program or transact business.

6.4. In the event of termination by either party, COACH 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 COACH by ICAA or developed by COACH on behalf of ICAA or at ICAA's direction or otherwise for use in connection with COACH'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 6, COACH shall immediately cause any such materials in COACH'S possession or control to be delivered to the AD on behalf of the ICAA.

6.5. Should ICAA terminate COACH'S employment for any reason other than those set forth in paragraph 6, it is agreed that ICAA will be obligated to pay COACH liquidated damages as follows: the amount remaining under this Agreement (calculated by multiplying the number of years remaining on the contract by (\$120,000) or an amount agreed upon between the parties at the time of termination, whichever is less. The payment of liquidated damages to COACH shall be paid by ICAA over no more than the number of years remaining on the Agreement.

6.6. In the event this Agreement is terminated, pursuant to this Paragraph 6 or Paragraph 15 of this Agreement, the parties agree all salary and benefits will cease as of the date of the termination and the payment of the amounts set out in Paragraph 6 and Paragraph 15 will be due and owing so long as COACH executes a release and waiver agreement within 21 days of (his/her) termination. The release and waiver agreement will include, but not be limited to, a waiver of any and all legal claims or potential legal claims COACH has or may have against WSU, WSU-ICAA, any of their related entities, the President, their boards, officers, employees and agents.

7. *Outside Employment*

7.1. COACH agrees not to personally or through any representative 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. COACH shall also advise the AD of any inquiries or contacts exploring COACH'S possible interest in or availability for other full-time or part-time employment.

7.2. COACH further agrees, and hereby specifically promises, not to accept employment, under any circumstances, as a Softball coach at any institution of higher education which is a member of the National Collegiate Athletic Association, or for any Softball 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/her) intent to do so.

7.3. COACH agrees that the ICAA shall have the right, in addition to any other rights which ICAA may possess, to obtain an injunction or appropriate judicial proceedings to prevent COACH from coaching or performing activities related thereto in violation of this Agreement for any person, institution, firm, team, corporation or other entity, and against any other breach of this Agreement; and COACH further agrees to indemnify the ICAA for its costs in any such injunction proceeding, including court costs and attorney's fees.

8. *Support Staff*

Subject to applicable NCAA and Conference rules, COACH shall have the prerogative to select, set salary and retain up to two assistant Softball coaches and a Director of Softball Operations, all subject to the approval of the AD. The dollar amount allocated and to be distributed to each as compensation will be reviewed by the Parties, annually, and modified upon mutual agreement of the Parties. The dollar amount allocated will be increased by no less than \$10,000 in FY20 and no less than an additional \$10,000 in FY21.

9. *Relationship between the Parties*

The relationship between COACH and ICAA shall be determined solely by the terms and conditions of this Agreement.

10. *Assignment*

COACH may not assign (his/her) rights or delegate (his/her) obligations under this Agreement. ICAA may not assign its rights or delegate its obligations without the consent of COACH, which shall not be unreasonably withheld.

11. *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.

12. *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.

13. *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.

14. *Amendments*

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

15. *Mitigated Damages*

In the event COACH is terminated for any reason other than good cause as set forth in Paragraph 6, above, COACH agrees to make a good faith effort to mitigate to the fullest extent ICAA's obligation to continue the payments set forth in Paragraph 6.5, above, by seeking comparable employment at a similar rate of compensation or other opportunities reasonably within the scope of (his/her) expertise and experience to provide personal services for remuneration. If COACH obtains new employment or other opportunities, the University's obligation to continue these payments will be reduced by the total compensation or other remuneration received in COACH'S new position. Payment schedule will be determined by ICAA not to exceed the remainder of this Agreement. If COACH fails to make a good faith effort to mitigate ICAA's obligation and fails to provide information to ICAA regarding these efforts when asked by the ICAA, then ICAA will have no further obligation to make payments under this Agreement.

16. *Liquidated Damages to ICAA*

16.1 COACH hereby represents to have special, exceptional and unique knowledge, skill, experience and ability as a Softball 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 COACH'S services unique. COACH recognizes that the loss of (his/her) services to the ICAA and the Program, without ICAA approval and release, prior to the expiration of the term of this Agreement, or any extension 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.

16.2. The parties agree that in the event COACH terminates this Agreement for any reason other than retirement or a decision to pursue another full-time career outside of intercollegiate athletics, COACH will be obligated to pay ICAA, as liquidated damages and not as a penalty, the sum of \$70,000, said amount to be paid within thirty (30) calendar days of COACH providing notice of her intention to terminate the Agreement, said amount to be paid with a certified check from COACH or a third party. Every year, after the completion of the first year of this Agreement, the liquidated damages amount will decrease by \$10,000 annually but will not ever be less than \$40,000.

17. *General*

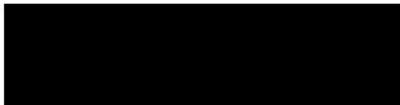
This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives 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.

“COACH”

KRISTI BREDBENNER



Date: 8-22-2018

“ICAA”

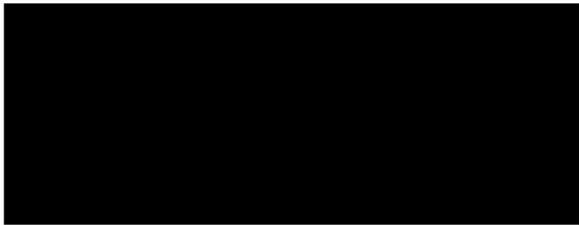
WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.



Printed Name: Darron Boatright

Title: Director of Intercollegiate Athletics

Date: 8-22-18



AMENDMENT TO CONTRACT FOR EMPLOYMENT

This AMENDMENT TO CONTRACT FOR EMPLOYMENT ("Amendment") is made as of this _____, by and between WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC. ("ICAA"), a corporation affiliated with WICHITA STATE UNIVERSITY ("WSU"), a state educational institution of Kansas and Kristi Bredbenner ("Employee").

WHEREAS, ICAA and Employee have entered a Contract for Employment ("the Agreement"), executed July 1, 2018; and,

WHEREAS, ICAA and Employee wish to modify the Agreement according to the terms of this Amendment due to the financial uncertainties caused by the COVID-19 pandemic.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, ICAA and Employee agree as follows:

1. The Agreement is fully incorporated herein as if reproduced below. This Amendment and the Agreement constitute the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto with respect to such subject matter. In the event of a conflict in terms among the agreements between the parties, the terms of this Amendment will control.

2. The parties agree that Employee's base salary for the 2019-2020 fiscal year is \$124,800.00 ("Base Salary").

3. The parties acknowledge that, per the Agreement, Employee may be entitled to a discretionary annual increase in salary for fiscal year 2020-2021. However, due to the current financial situation caused by the COVID-19 pandemic, the Athletic Director has determined that the Base Salary will not increase for fiscal year 2020-2021.

4. The parties acknowledge that, per the Agreement, Employee may be entitled to certain performance incentives for fiscal year 2020-2021 as set forth in paragraph 3.2. However, due to the current financial situation caused by the COVID-19 pandemic, Employee has agreed to forego said performance incentives for fiscal year 2020-2021.

5. The parties agree to strike Paragraph 8 of the Agreement and replace it with the following:

Subject to applicable NCAA and Conference rules, COACH shall have the prerogative to select, set salary and retain up to two assistant Softball coaches and a Director of Softball Operations, all subject to the approval of the AD. The dollar amount allocated and to be distributed to each as compensation will be reviewed by the Parties, annually, and modified upon mutual agreement of the Parties. The dollar amount allocated will be increased by no less than \$10,000 in FY20 and no less than an additional \$10,000 in FY21. Notwithstanding the foregoing, the parties agree that ICAA already provided \$4,818.00 of this support staff increase for FY21. The parties agree that ICAA shall not distribute the remaining \$5,182.00 for FY21.

6. Any annual salary increases for succeeding years will be calculated in accordance with the terms of the Agreement, as amended herein, and will be based upon the Base Salary.

7. All other provisions of the Agreement, except as otherwise amended, shall remain unchanged.

8. The Agreement and all Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. The Agreement and all Amendments may be signed with electronic signatures. Whenever either Party executes an electronic signature on this Agreement, it has the same validity and meaning as a handwritten signature and shall be legally binding equivalent. The Parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

[signature page to follow]

IN WITNESS WHEREOF, ICAA and Employee have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

EMPLOYEE

WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.

By: 
Name: Kristi Bredbenner
Title: Head Softball Coach
Dated: 6/22/2020

By: 
Name: Darron Boatright
Title: Director of Athletics
Dated: 7/1/2020

SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT

This Second Amendment to Contract for Employment ("Second Amendment") is made as of this 8th day of August, 2021, by and between WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC. ("ICAA"), a corporation affiliated with WICHITA STATE UNIVERSITY ("WSU"), a state educational institution of Kansas and Kristi Bredbenner ("Coach").

WHEREAS, ICAA and Coach entered into a Contract for Employment on July 1, 2018, ("Original Agreement") which was subsequently amended on July 1, 2020 (the "First Amendment") (collectively, the Original Agreement and the First Amendment are referred to herein as "Agreement"); and

WHEREAS, ICAA and Coach wish to modify the Agreement according to the terms of this Second Amendment.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, ICAA and Coach agree as follows:

1. **Incorporation of Terms.** The Original Agreement and the First Amendment are fully incorporated herein as if reproduced below. This Second Amendment, the Original Agreement and the First Amendment constitute the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto with respect to such subject matter. In the event of a conflict in terms among the agreements between the parties, the terms of this Second Amendment will control.

2. **Modifications.** The parties agree strike Paragraph 1.1 of the Agreement and replace it with the following:

This Agreement shall be considered to have commenced as of July 1, 2018, and shall terminate as of June 30, 2026; provided, however, that if the parties mutually agree in writing to extend the term of this Agreement, this Agreement will be extended for that extended term. Should ICAA determine, in its sole discretion, that an extension is not advisable, ICAA must advise COACH, in writing, no later than at the completion of the Softball team's 2025-2026 season.

IN WITNESS WHEREOF, ICAA and Coach have caused this Second Amendment to be executed by their duly authorized representatives as of the date set forth above.

Kristi Bredbenner

WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.

By: 

Name: Kristi Bredbenner

Title: Head Softball Coach

Dated: 07/29/2021

By: 

Name: Darron Boatright

Title: Director of Athletics

Dated: 8.2.21

THIRD AMENDMENT TO CONTRACT FOR EMPLOYMENT

This Third Amendment to Contract for Employment (“Third Amendment”) is made as of this 29th day of August, 2022, by and between **WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC.** (“ICAA”), a corporation affiliated with WICHITA STATE UNIVERSITY (“WSU”), a state educational institution of Kansas, and **KRISTI BREDBENNER** (“COACH”).

WHEREAS, ICAA and COACH entered into a Contract for Employment on July 1, 2018, (“Original Agreement”) which was subsequently amended on July 1, 2020 (the “First Amendment”) and August 2, 2021 (the “Second Amendment”) (collectively, the Original Agreement, the First Amendment, and the Second Amendment are referred to herein as “Agreement”); and

WHEREAS, ICAA and COACH wish to modify the Agreement according to the terms of this Third Amendment.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, ICAA and COACH agree as follows:

1. **Incorporation of Terms.** The Original Agreement, the First Amendment, and the Second Amendment are fully incorporated herein as if reproduced below. This Third Amendment, the Original Agreement, the First Amendment, and the Second Amendment constitute the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto with respect to such subject matter. In the event of a conflict in terms among the agreements between the parties, the terms of this Third Amendment will control.

2. **Modifications.** The parties agree to amend the Agreement as follows:

a. **Paragraph 2.5 is deleted and replaced in its entirety with the following:**

COACH agrees to know, or become knowledgeable within a reasonable period of time, recognize, abide by and comply with all present or future all legislation, rules, regulations, directives, policies, bylaws and constitution, and any official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, that have been or may be promulgated by, or which are or may become applicable to ICAA, WSU, the Athletic Conference of which WSU/ICAA is a member (hereinafter “Conference”) and the National Collegiate Athletic Association (“NCAA”) (collectively, the “Applicable Rules”); supervise and take appropriate steps to ensure that Softball assistant coaches, any other employees for whom COACH is administratively responsible, and the Program athletes know, recognize, abide by and comply with all Applicable Rules; and immediately report to the AD and/or the Senior Compliance Officer (or their designee(s)) if COACH has reasonable cause to believe that any person or entity, including by way of example and not by limitation, representatives of WSU’s or ICAA’s athletic interests, has violated, has possibly violated, or is likely to violate any Applicable Rules. COACH shall cooperate fully with ICAA at all times.

b. **New Paragraph 2.8 is hereby added as follows:**

Pursuant to NCAA Bylaw 11.2.1, COACH has an affirmative obligation to cooperate fully and assist ICAA and/or WSU in the NCAA or Conference enforcement process as set forth in NCAA and/or Conference bylaws or other procedures. Full assistance and cooperation includes, but is not limited to reporting issues of noncompliance in a timely manner; timely participation in interviews and providing complete truthful responses and relevant information; disclosing and providing access to all electronic devices used for business purposes (regardless of whether COACH pays for the device or ICAA pays for the device); providing access to all social media, messaging and other applications that are relevant to the investigation; and preserving the integrity of an investigation along with the confidentiality required. Should COACH be found in violation of NCAA and/or Conference regulations, COACH shall be subject to disciplinary and/or corrective action as set forth in the provisions of the NCAA and/or Conference enforcement procedures, including suspension without pay or termination of employment. Disciplinary action that involves suspension or termination will be subject to Paragraph 6 of this Agreement.

COACH shall sign any statement, affirmation, confirmation, and/or certification required by ICAA and/or WSU with regard to compliance with any applicable NCAA Bylaws including but not limited to NCAA Bylaw 11.2.1.

c. **New Paragraph 2.9 is hereby added as follows:**

COACH has an affirmative obligation to cooperate fully in any ICAA and/or WSU investigation. Full assistance and cooperation includes, but is not limited to reporting issues of noncompliance in a timely manner; timely participation in interviews and providing complete truthful responses and relevant information; disclosing and providing access to all electronic devices used for business purposes (regardless of whether COACH pays for the device or ICAA pays for the device); providing access to all social media, messaging and other applications that are relevant to the investigation; and preserving the integrity of an investigation along with the confidentiality required.

d. **Paragraph 3.1.1 is deleted and replaced in its entirety with the following:**

Base Salary. ICAA, as payment and consideration for the services to be performed by COACH, and contingent upon COACH's satisfactory annual performance evaluation, agrees to pay COACH annual guaranteed compensation of ONE HUNDRED SEVENTY THOUSAND DOLLARS and NO cents (\$170,000.00) ("Base Salary"). WSU shall pay COACH in accordance with ICAA's customary payroll procedures. Base Salary is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by ICAA on its exempt employees. All Base Salary provided to COACH pursuant to this Agreement is subject to all applicable state and federal tax reporting and withholding requirements. COACH shall receive an annual automatic increase to Base Salary of at least four percent (4%). Any additional increase to Base Salary shall be subject to COACH's satisfactory annual performance evaluation and the availability of adequate funding. All determinations of whether COACH is eligible for any additional annual increase in Base Salary in any given year of this Agreement shall be made in good faith by the AD, in his/her sole discretion. Performance evaluation criteria may include, but are not limited to, (i) academic progress and/or accomplishments by student-athletes; (ii) competitive athletic accomplishments; (iii) compliance with all Applicable Rules; and (iv) any other areas agreed to by the AD and COACH. Notwithstanding the foregoing, the parties understand and agree that there may arise certain financial circumstances during the term of this Agreement whereby ICAA and/or WSU must manage reduced revenue due to circumstances outside ICAA's and/or WSU's control (e.g., act of God, governmental act; epidemic; pandemic; viral outbreaks; public health crisis; quarantines or other restrictions; national or regional emergencies; governmental regulations or restrictions on travel, movement, or large gatherings; embargoes; prohibition, restriction, or suspension of practice or play imposed by the NCAA or other governing authority, etc.) (the "Financial Emergency"). In the event of a Financial Emergency, the parties agree to discuss, in good faith, a modification to or reduction of any annual increase to which COACH is entitled.

e. **Paragraph 3.2 is deleted and replaced in its entirety with the following:**

Performance Incentives. COACH shall also be entitled to potential additions to the Base Salary set forth in Paragraph 3.1.1, above, as described, below ("Performance Incentives"). These Performance Incentives will be paid as an annual incentive prior to the end of the fiscal year 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 (12) month period. 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 annual Performance Incentives shall apply as long as COACH is employed as Head Coach by ICAA:

- If the Program has a multi-year Academic Progress Rate ("APR") of .985 or better, an additional amount equal to 20% of one month's Base Salary will be paid to COACH.
- If COACH is named the Conference Coach-of-the-Year an additional amount equal to 25% of one month's Base Salary will be paid to COACH.
- If the Program finishes as champion or co-champions of the Conference regular season, an additional

amount equal to 30% of one month's Base Salary will be paid to COACH.

- If a post-season Conference tournament is held and the Program is champion of that tournament, an additional amount equal to 30% of one month's Base Salary will be paid to COACH.
- If COACH is named as a National Coach of the Year by the NFCA (National Fastpitch Coaches Association), an additional 50% of one month's Base Salary will be paid to COACH.
- If the Program appears in a NCAA regional post-season tournament, an additional amount equal to 40% of one month's Base Salary will be paid to COACH.
- If the Program appears in a NCAA super regional post-season tournament, an additional amount equal to 50% of one month's Base Salary will be paid to COACH.
- If the Program appears in the NCAA College World Series, an additional amount equal to 100% of one month's Base Salary will be paid to COACH.
- If the Program wins the NCAA national championship, an additional \$15,000 will be paid to COACH.
- If the Program has an overall annual GPA by Program Student Athletes of 3.5 and above, an additional \$750 will be paid to COACH

f. **Paragraph 4 is deleted and replaced in its entirety with the following:**

4.1 COACH will be permitted to enter into and retain income from certain outside activities ("Outside Activities") as set forth below. All Outside Activities shall be conducted in accordance with all Applicable Rules:

4.1.1 Personal service contracts for radio, television or commercial endorsements other than regular radio and television appearances on radio and television stations with ICAA broadcast rights, to the extent such personal service contracts do not conflict with the MMR Agreements (as that term is defined herein). Radio and television stations with ICAA broadcast rights shall be given first opportunity for any coach's program involving COACH. ICAA will facilitate and assist as appropriate.

4.1.2 Operation of sports camps in facilities of ICAA or WSU. Access to Wilkins Stadium during each year of this Agreement is guaranteed by ICAA, at dates and times mutually agreed to by the parties. COACH shall be responsible for all expenses associated with the camp, including the cost of acquisition of adequate liability insurance protection and facility lease fee to ICAA. As it is the responsibility of ICAA to ensure that it is meeting its obligations under NCAA rules concerning sports camps, COACH 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 and/or the Senior Compliance Officer (or their designee(s)) when requested.

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

4.1.4 Other opportunities as may arise, which shall be considered on a case-by-case basis.

4.2 All Outside Activities shall require the prior written approval of the AD, which shall not be unreasonably withheld. Further, all Outside Activities shall be authorized by ICAA pursuant to the terms of this Agreement and performed in accordance with this Agreement and all Applicable Rules. COACH shall perform any such Outside Activities at a time and in a way which will not interfere with the duties of her position as Head Coach, and which will not be detrimental to the interests of ICAA and/or WSU. Except when COACH is required by ICAA and/or WSU to endorse, promote, appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of ICAA and/or WSU, the name, marks, or logos of ICAA and/or WSU may not be used. COACH shall first obtain written permission from the AD, which will not be unreasonably denied, in

order to be identified as the Head Softball Coach of WSU (a) for purposes related to any employment, consulting, or athletically related activities of COACH, other than for ICAA and/or WSU; or (b) in connection with COACH's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service.

4.3 Neither ICAA nor WSU shall have responsibility or liability for any claims arising from COACH's Outside Activities, even if such Outside Activities were approved by ICAA and/or WSU, and COACH shall indemnify and hold harmless ICAA and WSU, their affiliates, and their officers, employees, contractors and other agents from any and all suits, claims, demands, damages, liabilities, and costs and expenses arising from COACH's Outside Activities.

4.4 COACH agrees to provide a written detailed account to the AD at least once annually, or more frequently upon request, for all athletically related income, compensation, gratuities or benefits from any and all sources outside ICAA and/or WSU ("Outside Athletic Related Income"). Upon the request of ICAA, COACH shall also furnish or permit ICAA to review any other information or documents concerning Outside Athletic Related Income that is within COACH's possession or control for the purpose of confirming compliance with Applicable Rules.

g. Paragraph 6.2.1 is deleted and replaced in its entirety with the following:

The term "good cause," by way of example and not by way of limitation, would include acts by COACH constituting or involving gross professional or personal misconduct; COACH's refusal to perform the duties required as Head Coach; COACH's knowing failure to properly supervise COACH's coaching staff and provide oversight of the Program; a charge or conviction of a felony or misdemeanor; insubordination; COACH's unavailability to ICAA to perform the duties herein; and/or any knowing Level I or Level II violations of rules and regulations of the NCAA, any knowing violation of rules and regulations of the Conference, or any knowing violation of any executed national letter of intent for student-athletes in the Program, or any violation of the Applicable Rules. No termination for alleged "good cause" shall occur without first giving COACH notice (in writing) of the "good cause" actions alleged and an opportunity to be heard in a meeting with the AD. The WSU General Counsel shall be notified prior to any "good cause" action being initiated by ICAA pursuant to this Paragraph and COACH may be joined by counsel of COACH's choosing during any such meeting with the counsel being available to advise and confer with COACH but not otherwise participate in the discussion between COACH and the AD. If COACH does have counsel present at the meeting, the WSU General Counsel or their designee will also be present.

h. Paragraph 6.5 is deleted and replaced in its entirety with the following:

If ICAA exercises its right to terminate this Agreement without good cause, ICAA's sole financial obligation shall be limited to paying COACH the remaining and unpaid amount of Base Salary that would have been due and payable to COACH under Paragraph 3 of this Agreement had COACH remained employed by ICAA for the then-remaining term of the Agreement and, if applicable, any compensation due for Performance Incentives as of the termination date (the "ICAA Termination Payment"). The payment of the ICAA Termination Payment to COACH shall be paid by ICAA over no more than the number of years remaining on the Agreement.

i. Paragraph 6.6 is deleted and replaced in its entirety with the following:

In the event this Agreement is terminated pursuant to this Paragraph 6 or Paragraph 15 of this Agreement, the parties agree all salary and benefits will cease as of the date of the termination and the payment of the amounts set out in Paragraph 6 and Paragraph 15 will be due and owing so long as COACH executes a release and waiver agreement within 21 days of COACH's termination. The release and waiver agreement will include, but not be limited to, a waiver of any and all legal claims or potential legal claims COACH has or may have against WSU, ICAA, any of their related entities, the President, their boards, officers, employees and agents.

j. Paragraph 7.1 is deleted and replaced in its entirety with the following:

COACH agrees not to personally or through any representative actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of this Agreement without the express written approval of

the AD. COACH shall also advise the AD of any inquires or contacts exploring COACH's possible interest in or availability for other full-time or part-time employment.

k. Paragraph 7.2 is deleted and replaced in its entirety with the following:

COACH further agrees, and hereby specifically promises, not to accept employment, under any circumstances, as a Softball coach at any institution of higher education which is a member of the NCAA (or any athletic association of which ICAA and/or WSU may be a member), or for any Softball 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 the express written approval of the AD.

l. Paragraph 8 is deleted and replaced in its entirety with the following:

ICAA shall establish, on an annual basis, a salary pool ("Salary Pool") for the Program's sport-specific support staff ("Support Staff"). COACH shall have the discretion to distribute the Salary Pool to COACH's Support Staff as COACH sees fit. Such distribution shall be in a manner that is not arbitrary nor capricious and shall be in accordance with all Applicable Rules. The Salary Pool may be increased at the discretion of the AD. For FY23, the amount in the Salary Pool is \$230,000.00.

m. Paragraph 16.2 is deleted and replaced in its entirety with the following:

If COACH exercises COACH's right to terminate this Agreement, COACH's sole financial obligation shall be limited to paying ICAA the amounts as follows (the "COACH Termination Payment"):

- i. If COACH terminates this Agreement in FY23, COACH shall pay \$70,000.00 to ICAA
- ii. If COACH terminates this Agreement in FY24, COACH shall pay \$60,000.00 to ICAA
- iii. If COACH terminates this Agreement in FY25, COACH shall pay \$50,000.00 to ICAA
- iv. If COACH terminates this Agreement in FY26, COACH shall pay \$40,000.00 to ICAA

Upon termination of this Agreement pursuant to this Paragraph, COACH shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of COACH's position as Head Coach other than the amounts described in this Paragraph. COACH shall pay, or shall cause to be paid on her behalf, the COACH Termination Payment within thirty (30) calendar days of COACH providing notice of her intention to terminate the Agreement.

n. Paragraph 17 is deleted and replaced in its entirety with the following:

17.1 Entire Agreement; Counterparts; Electronic Signatures. 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 may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument. The parties agree that this Agreement may be signed with electronic signatures. Whenever either party executes an electronic signature on this Agreement, it has the same validity and meaning as a handwritten signature and shall be a legally binding equivalent. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

17.2 Coach's Name, Image, Likeness. COACH agrees that, during the term of this Agreement, without payment of any compensation to COACH beyond that provided in this Agreement, ICAA and/or WSU may use COACH's name, image, likeness, and voice ("Coach's NIL") in connection with the promotion and endorsement of ICAA and/or WSU. COACH further agrees that after the expiration and/or earlier termination of this Agreement, ICAA and/or WSU may

use, and may grant others the right to use, Coach's NIL approved during the term of this Agreement (or approved by COACH after the expiration and/or earlier termination of this Agreement) solely for bona fide factual, historical, or documentary purposes (even if ICAA and/or WSU receives compensation or derives any other commercial value as a result of any such bona fide use).

17.3 Shoe, Apparel, Equipment, Merchandise and Beverage Agreements. COACH acknowledges that ICAA and/or WSU have agreements with certain shoe, apparel, and/or equipment manufacturers and distributors, as well as merchandise and beverage agreements, to provide footwear, apparel, equipment, and other products (collectively, the "Products") to ICAA for use by the Program team and staff (collectively, the "ICAA Agreements"). COACH agrees that she shall not negotiate, enter into, and/or be a party to any contract for Products for which ICAA and/or WSU have an ICAA Agreement. Notwithstanding the foregoing, COACH may be permitted to negotiate, enter into, and/or be a party to a contract for Products that are exempted by an ICAA Agreement upon written approval of the AD, which may be granted in his/her sole discretion, and in compliance with any ICAA and/or WSU policy. Further, ICAA may require COACH to comply and COACH shall cooperate with the terms of all ICAA Agreements that currently exist or that ICAA and/or WSU may negotiate in the future, including but not limited to requiring COACH to wear or use a particular brand of shoe, apparel, or equipment while performing her duties as Head Coach. COACH shall direct all questions concerning the terms of said agreements to the AD. ICAA and/or WSU is entitled to all revenue and/or proceeds derived from any ICAA Agreement. COACH may enter into a separate agreement with any company with whom ICAA and/or WSU has an ICAA Agreement.

17.3 Multi-Media Rights Agreement. COACH acknowledges that ICAA and/or WSU have agreements with certain providers for multi-media rights (the "MMR Agreements"). ICAA may require COACH to comply, and COACH shall comply and cooperate with the terms of any MMR Agreement that currently exist or that ICAA and/or WSU may negotiate in the future. Such compliance includes cooperation with whatever reasonable instructions, suggestions, and recommendations ICAA and/or WSU and/or its multi-media rights partner may give to COACH in connection with the rendition of such services.

17.4 Confidentiality. COACH acknowledges and agrees that ICAA is required to comply with the Kansas Open Records Act ("KORA") and that this Agreement is not confidential and is subject to disclosure under KORA.

(signature page to follow)

IN WITNESS WHEREOF, ICAA and COACH have caused this Third Amendment to be executed by their duly authorized representatives as of the date set forth above.

Kristi Bredbenner

WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.

By:  _____

Name: Kristi Bredbenner

Title: Head Softball Coach

Dated: 8/30/2022

By:  _____

Name: Kevin J. Saal

Title: Director of Athletics

Dated: 8/31/2022



FOURTH AMENDMENT TO CONTRACT FOR EMPLOYMENT

This Fourth Amendment to Contract for Employment ("Fourth Amendment") is made as of this 23rd day of May 2023, by and between **WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC.** ("ICAA"), a corporation affiliated with WICHITA STATE UNIVERSITY ("WSU"), a state educational institution of Kansas, and **KRISTI BREDBENNER** ("COACH").

WHEREAS, ICAA and COACH entered into a Contract for Employment on July 1, 2018, ("Original Agreement") which was subsequently amended on July 1, 2020 (the "First Amendment"), August 2, 2021 (the "Second Amendment"), and August 31, 2022 (the "Third Amendment") (collectively, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are referred to herein as "Agreement"); and

WHEREAS, ICAA and COACH wish to modify the Agreement according to the terms of this Fourth Amendment.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, ICAA and COACH agree as follows:

1. **Incorporation of Terms.** The Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are fully incorporated herein as if reproduced below. This Fourth Amendment, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment constitute the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto with respect to such subject matter. In the event of a conflict in terms among the agreements between the parties, the terms of this Fourth Amendment will control.

2. **Modifications.** The parties agree to amend the Agreement as follows:

a. **Paragraph 1.1 is deleted and replaced in its entirety with the following:**

This Agreement shall be considered to have commenced as of July 1, 2018, and shall terminate as of June 30, 2028; provided, however, that if the parties mutually agree in writing to extend the term of this Agreement, this Agreement will be extended for that extended term. Should ICAA determine, in its sole discretion, that an extension is not advisable, ICAA must advise COACH, in writing, no later than at the completion of the Softball team's 2027-2028 season.

b. **Paragraph 3.1.1 is deleted and replaced in its entirety with the following:**

Base Salary. ICAA, as payment and consideration for the services to be performed by COACH, and contingent upon COACH's satisfactory annual performance evaluation, agrees to pay COACH, or cause COACH to be paid, annual guaranteed compensation of TWO HUNDRED THOUSAND DOLLARS and NO cents (\$200,000.00) ("Base Salary"). ICAA shall pay COACH in accordance with ICAA's customary payroll procedures. Base Salary is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by ICAA on its exempt employees. All Base Salary provided to COACH pursuant to this Agreement is subject to all applicable state and federal tax reporting and withholding requirements. COACH shall receive an annual automatic increase to Base Salary of at least four percent (4%). Any additional increase to Base Salary shall be subject to COACH's satisfactory annual performance evaluation and the availability of adequate funding. All determinations of whether COACH is eligible for any additional annual increase in Base Salary in any given year of this Agreement shall be made in good faith by the AD, in his/her sole discretion. Performance evaluation criteria may include, but are not limited to, (i) academic progress and/or accomplishments by student-athletes; (ii) competitive athletic accomplishments; (iii) compliance with all Applicable Rules; and (iv) any other areas agreed to by the AD and COACH. Notwithstanding the foregoing, the parties understand and agree that there may arise certain financial circumstances during the term of this Agreement whereby ICAA and/or WSU must manage reduced revenue due to circumstances outside ICAA's and/or WSU's control (e.g., act of God, governmental act; epidemic; pandemic; viral outbreaks; public health crisis; quarantines or other restrictions; national or regional emergencies; governmental regulations or restrictions on travel, movement, or large gatherings; embargoes; prohibition, restriction, or suspension of practice or play imposed by the NCAA or other governing authority, etc.) (the "Financial Emergency"). In the event of a Financial Emergency,

the parties agree to discuss, in good faith, a modification to or reduction of any annual increase to which COACH is entitled.

c. **Paragraph 3.3.2 is deleted and replaced in its entirety with the following:**

A courtesy car, or an allowance in lieu of same, as determined by ICAA. If COACH is provided with a courtesy car rather than an allowance, it is COACH's sole responsibility, at COACH's expense, to insure said vehicle according to requirements established by ICAA. ICAA will reimburse COACH for amounts expended for vehicle registration, upon provision of appropriate proof of payment. COACH may use the provided courtesy car for personal and business use and agrees to use the car in accordance with all ICAA policies regarding courtesy vehicles.

d. **New Paragraph 3.3.4 is hereby added as follows:**

During the term of this Agreement, and for so long as COACH serves as Head Women's Softball Coach, ICAA shall furnish to coach one (1) cell phone which may be used by COACH for business and personal purposes in accordance with ICAA policies regarding cell phones. COACH understands that the use of such cell phone may constitute taxable compensation to COACH. In the alternative, during the term of this Agreement ICAA may instead have the option of providing COACH with a cell phone stipend in an amount consistent with other monthly cell phone stipends that it provides its employees. If COACH elects to receive a cell phone stipend, COACH will be responsible for securing COACH's own cell phone plan and for paying the monthly bill. COACH understands that such cell phone stipend may constitute taxable compensation to COACH.

e. **Paragraph 16.2 is deleted and replaced in its entirety with the following:**

If COACH exercises COACH's right to terminate this Agreement, COACH's sole financial obligation shall be limited to paying ICAA the amounts as follows (the "COACH Termination Payment"):

- i. If COACH terminates this Agreement in FY23, COACH shall pay \$70,000.00 to ICAA
- ii. If COACH terminates this Agreement in FY24, COACH shall pay \$70,000.00 to ICAA
- iii. If COACH terminates this Agreement in FY25, COACH shall pay \$60,000.00 to ICAA
- iv. If COACH terminates this Agreement in FY26, COACH shall pay \$50,000.00 to ICAA
- v. If COACH terminates this Agreement in FY27, COACH shall pay \$40,000.00 to ICAA

Upon termination of this Agreement pursuant to this Paragraph, COACH shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of COACH's position as Head Coach other than the amounts described in this Paragraph. COACH shall pay, or shall cause to be paid on her behalf, the COACH Termination Payment within thirty (30) calendar days of COACH providing notice of her intention to terminate the Agreement.

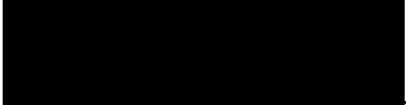
(signature page to follow)

IN WITNESS WHEREOF, ICAA and COACH have caused this Fourth Amendment to be executed by their duly authorized representatives as of the date set forth above.

Kristi Bredbenner

WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.

By:  _____
Name: Kristi Bredbenner
Title: Head Softball Coach
Dated: 5/28/2023

By:  _____
Name: Kevin J. Saal
Title: Director of Athletics
Dated: 5/28/2023