



HEAD COACH EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by and between the Wichita State University Intercollegiate Athletic Association, Inc., (“ICAA”) an affiliated corporation of Wichita State University, a state educational institution of Kansas (“WSU” or “University”) and **BRIAN GREEN** (hereinafter “Coach”), referred individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, ICAA operates the intercollegiate athletics programs of WSU, subject to the direction and control of the President of the University;

WHEREAS, Coach wishes to serve, and ICAA desires that Coach should serve, as Head Baseball Coach for the University’s intercollegiate baseball team (the “Program”);

WHEREAS, ICAA and Coach entered into a Memorandum of Understanding dated June 4, 2023 (“MOU”); and

WHEREAS, ICAA and Coach now wish to incorporate the terms and conditions that are set forth in the MOU, and additional terms as it relates to Coach’s employment, into this Agreement; and

WHEREAS, the Parties deem it to be to their mutual benefit and advantage to set forth the terms 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:

1. **Definitions.** In addition to words, terms, or phrases defined elsewhere in this Agreement, the following words, terms, or phrases shall have the following meanings in this Agreement:
 - 1.1. **“AAC”** means the American Athletic Conference and its successor and assigns, or any other athletic conference of which ICAA and/or the University, subsequent to the execution of this Agreement, may be a member.
 - 1.2. **“Contract Year”** means the annual twelve (12) month period beginning July 1 and ending June 30 during the Term of this Agreement.
 - 1.3. **“Director of Athletics”** means the University’s Director of Athletics and his/her designee.
 - 1.4. **“Governing Athletics Rules”** means (a) any and all present or future legislation, rules, regulations, directives, policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by the NCAA or the AAC, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to ICAA and/or the University’s intercollegiate athletics program; and (b) all applicable federal, state, and local laws or regulations, including but not limited to those regulating college athletics, coaches, staff, student-athletes, or competition.



- 1.5. **“NCAA”** means the National Collegiate Athletic Association and its successors and assigns, or any other athletic association of which ICAA and/or the University, subsequent to the execution of this Agreement, may be a member.
- 1.6. **“University Rules”** means all present or future policies, procedures, rules, regulations, guidelines, task force recommendations, and departmental handbooks, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by ICAA, the University, and/or the Kansas Board of Regents.
2. **Supervision; Duties and Responsibilities.** Coach will report directly to and act and perform to the reasonable satisfaction of the Director of Athletics, who will determine Coach’s duties and responsibilities. These duties will include, but not be limited to those duties normally associated with the position of Head Baseball Coach at a Division I institution and those duties listed on Appendix A. For clarity, Coach shall not be reassigned to any other position. Coach shall have the authority (subject to the final approval of the Director of Athletics) to employ, manage, discipline, and terminate all assistant coaches and other direct reports within the Program, further subject to all applicable federal, state, and local laws and ICAA and WSU hiring and termination policies, procedures, guidelines and budgetary limitations.
3. **Non-Delegable Duties.** Coach acknowledges that Coach’s skills, expertise, and experience related to coaching duties contemplated by this Agreement are unique, specialized, and non-delegable.
4. **Term.** The term of Coach’s employment shall be five (5) years, commencing June 5, 2023 (the “Hire Date), and ending June 30, 2028, unless sooner terminated or otherwise modified as provided in this Agreement (the “Term”). Each contractual period beginning July 1 and ending June 30 during the Term shall be a “Contract Year” with the exception of the first Contract Year, which shall begin on June 5, 2023, and end on June 30, 2024. This Agreement does not imply further or continued employment beyond the Term. This Agreement does not count in any way toward tenure at the University.
5. **Guaranteed Compensation.** 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 as set forth in Appendix B (“Guaranteed Compensation”). ICAA shall pay Coach in accordance with all customary payroll procedures. Guaranteed Compensation is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time Coach’s employer on its exempt employees.
6. **Other Compensation.** For each Contract Year, Coach will be eligible to receive other annualized compensation in the amounts set forth in Appendix C (“Other Compensation”), provided Coach meets the eligibility criteria set forth in Appendix C during each Contract Year.
7. **Retention Bonus.** Provided that Coach: (a) has served continuously as the Head Baseball Coach of the Program during the twelve (12) months immediately preceding the Retention Payment Date, and (b) is compliant with the Governing Athletics Rules and the University Rules on the Retention Payment Date, Coach will receive an annual retention bonus as set forth in Appendix D (“Retention Bonus”). Retention Bonuses shall be earned on June 30 of each applicable Contract Year (the “Retention Payment Date”), payable within thirty (30) days of such date.



8. Performance Incentive Compensation.

8.1. During each Contract Year, Coach will be eligible to receive performance incentive compensation for achieving annual specified performance goals (“Performance Goals”) in the amounts set forth in Appendix E (“Incentive Compensation”), provided Coach meets the Performance Incentive Criteria, as that term is defined herein, during each Contract Year. Any such Incentive Compensation shall be prospective, compensating Coach only for services and events which have not occurred at the time of the signing of this Agreement. Any Incentive Compensation provided will be (a) subject to any conditions, limits or restrictions as set forth in this Agreement; (b) subject to any conditions, limits, or restrictions of University Rules; and (c) subject to the availability of adequate funding. All determinations of whether adequate funding is available shall be determined by the Director of Athletics, in his/her sole discretion. Incentive Compensation shall be payable by June 30 of each Contract Year in which it was earned.

8.2. Coach shall only be eligible for Incentive Compensation if **all** the following conditions are met (collectively, the “Performance Incentive Criteria”):

8.2.1. Coach completes the baseball season during which the Performance Goal(s) was achieved in the capacity as Head Baseball Coach; and

8.2.2. Coach is compliant with all provisions of this Agreement at the time of the payout of the Incentive Compensation; and

8.2.3. This Agreement has not been terminated by ICAA for Cause during the Contract Year during which the Performance Goal(s) was achieved; and

8.2.4. Both Coach and the Program are in compliance with all Governing Athletics Rules and University Rules during the Contract Year during which the Performance Goal(s) was achieved. For purposes of this section, “in compliance” shall mean that no disciplinary action was taken against Coach or the Program for the violation of the Governing Athletics Rules and/or the University Rules by the NCAA, AAC, ICAA, and/or the University, by the time the Incentive Compensation is due; and

8.2.5. There are no pending or active NCAA, ICAA, and/or University investigations concerning Coach and/or the Program at the time of the payout of the Incentive Compensation.

8.3. Coach shall repay any Incentive Compensation paid for a Performance Goal that is subsequently vacated by the NCAA due to conduct that occurred while Coach was serving as Head Baseball Coach, provided that Coach either knew about, or should have reasonably known about and did not act reasonably to prevent, limit, or mitigate, the violation that caused the NCAA to vacate such a Performance Goal. This Section shall survive termination or expiration of this Agreement for a period of five (5) years after termination or expiration. Such reimbursement shall be due in full within sixty (60) days of written demand from ICAA.

9. Payments, Taxes, Deductions, and Withholding. All compensation in this Agreement will be paid in accordance with any applicable payroll policies of ICAA and/or WSU unless otherwise specified. All payments and benefits are subject to applicable deductions and withholdings for federal, state, and local taxes. To the extent there are applicable taxes for any payments or benefits set forth in this Agreement, Coach shall be solely responsible for payment of such taxes. Coach agrees to save, hold harmless, and indemnify ICAA, WSU, and its/their affiliates, officers, directors, regents, employees, agents, and contractors (collectively, the “ICAA Indemnitees”) from and against any and all taxes, penalties, interest or other costs, including, but not limited



to, costs of legal counsel and accounting professionals, assessed against or incurred by any of the ICAA Indemnitees in connection with any audit, litigation, or other controversy involving in any way compensation or payments under this Agreement.

10. Benefits.

10.1. **Standard Benefits.** In addition to compensation, Coach is entitled to the same benefits as other regular full-time employees provided by Coach's employer of record, which may be amended from time to time.

10.2. **Automobile Allowance.** During the Term, Coach shall receive either one (1) automobile from ICAA's courtesy vehicle program which may be used by Coach for business and personal purposes in accordance with ICAA policies regarding courtesy vehicles or an annual automobile stipend of \$7,200.00 during each Contract Year. Coach will be solely responsible for all automobile expenses including, but not limited to purchase/lease price (if Coach elect to receive the annual automobile stipend), property taxes and registration, insurance coverage, replacement costs, and maintenance. Coach will not be eligible for reimbursement of mileage. Coach understands that receipt of a courtesy automobile and/or an automobile stipend may constitute taxable compensation to Coach.

10.3. **Tickets.** Coach will receive sixteen (16) tickets for each regular season home baseball game (lower bowl) and four (4) tickets to all other ICAA athletic events (lower bowl). Tickets for post-season events will be designated at the discretion of the Director of Athletics. Coach's use of the tickets made available under this subsection shall be subject to all applicable laws, rules, and regulations including, but not limited to the Governing Athletics Rules and the University Rules. Any other tickets requested by Coach shall be paid for directly by Coach and shall be at Coach's personal expense.

10.4. **Housing / Relocation Expenses.** ICAA will pay reasonable moving and relocation expenses, via a stipend payable to Coach in the amount not to exceed \$30,000.00. Coach understands that such stipend may constitute taxable compensation to Coach. If so, it will be Coach's obligation to pay any taxes on such stipend. Coach agrees to execute and provide all documents required by ICAA required for reimbursement of such housing / relocation expenses. Any such reimbursement payment will be subject to and in accordance with the University Rules.

10.5. **Spousal / Family Travel.** Coach's spouse and children will be permitted to accompany Coach to away baseball games at ICAA's expense.

11. **Buyout Payment.** To the extent permitted by the Governing Athletics Rules and the University Rules, ICAA agrees to be responsible for a portion of the buyout obligation under Coach's previous employment agreement with Coach's previous institution, in an amount not to exceed \$75,000.00 (the "Institutional Buyout Payment"). If Coach terminates this Agreement at any time prior to June 30, 2025, Coach will be responsible for the repayment of the Institutional Buyout Payment to ICAA. ICAA acknowledges that a necessary element of inducing Coach to accept employment with ICAA is ICAA's commitment to pay the Institutional Buyout Payment that Coach would incur as a result of terminating Coach's contract with Coach's previous institution and commencing employment with ICAA. ICAA has authorized Coach's reimbursement for the payment of this Institutional Buyout Payment under its accountable plan (as described in section 1.62-2 of the Treasury regulations) and will pay said sum directly to Coach's previous institution. ICAA will treat the payment of this Institutional Buyout Payment as a reimbursement to Coach. ICAA has authorized this amount to be paid as Coach's reimbursable employee business expense and does not consider it compensation. ICAA acknowledges that payment of the Institutional Buyout Payment was necessary to obtain Coach's services,



and therefore substantially benefits ICAA. Further, ICAA has determined that the requirements of its accountable plan have or will be satisfied with respect to this expense. Coach acknowledges that Coach has not and will not be reimbursed for this expense from any other source. Additionally, Coach acknowledges that Coach will not take an income tax deduction for this expense on Coach's personal income tax return.

12. Coach's Name, Image, Likeness. Coach agrees that, without payment of any compensation to Coach beyond that provided in this Agreement, ICAA and/or the University may use, and may grant others the right to use, Coach's name, image, likeness, and voice ("Coach's NIL") in connection with all programs, promotions and endorsements of ICAA and/or the University which includes but is not limited to for factual, historical, or documentary purposes, and Coach agrees to cooperate with such use. Coach specifically and exclusively licenses Coach's NIL solely to ICAA and WSU for use by ICAA, WSU, and its/their respective agents, affiliates, and licensees as described herein. This license shall be effective at all times while Coach is employed by ICAA and shall be in perpetuity.

13. Outside Activities. Coach is authorized to receive compensation for activities, including but not limited to personal appearances, lectures, and speaking engagements that are not a part of Coach's ICAA duties and responsibilities and that are appropriate to the promotion of the positive values of the University's athletics programs (the "Outside Activities"). The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of his being the Head Baseball Coach:

13.1. Coach must have prior written approval from the Director of Athletics for engaging in Outside Activities. When seeking such approval, Coach shall provide all details of the proposed Outside Activity. ICAA reserves the right to prohibit any Outside Activity which ICAA deems, in good faith, to (a) conflict with Coach's responsibilities to ICAA and/or the University; (b) involve an unreasonable time commitment; and/or (c) that may reflect materially unfavorably upon ICAA and/or the University; provided, however that such approval shall not be arbitrarily, capriciously, or otherwise unreasonably delayed, conditioned or withheld. If Coach requests approval from the Director of Athletics for engaging in an Outside Activity, and no denial of approval has been issued within five three (3) business days, the Outside Activity shall be deemed to be approved. Notwithstanding the foregoing, the Parties agree that Coach may participate in, and shall not be required to receive pre-approval for, activities involving relevant sport-specific professional organizations (e.g., Association of American Baseball Coaches, NCAA Committees, etc.).

13.2. The Outside Activity shall be at no expense to ICAA and/or the University, nor obligate in any way ICAA and/or the University.

13.3. Coach shall perform all Outside Activities at a time and in a way which will not interfere with the duties of his position as Head Baseball Coach, and which will not be detrimental to the interests of ICAA and/or the University.

13.4. All Outside Activities must be conducted pursuant to the terms of this Agreement, the Governing Athletics Rules, and the University Rules.

13.5. Coach shall not use any University students or student-athletes in any Outside Activity.

13.6. Coach shall not conduct any Outside Activity on ICAA and/or WSU property or in any ICAA and/or WSU facility, unless otherwise approved by the Director of Athletics. Such use of ICAA and/or University facilities shall be in accordance with the University Rules.



13.7. Neither ICAA nor the University shall have responsibility or liability for any claims arising from Coach's Outside Activities, and Coach shall indemnify and hold harmless the ICAA Indemnitees from and against any and all suits, claims, demands, damages, liabilities, costs, and expenses arising from Coach's Outside Activities.

13.8. Coach must disclose all sources of outside income if required by and in conformity with the Governing Athletics Rules and the University Rules.

14. Team Records, Materials, and University Trademarks.

14.1. All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics or other material or data furnished to Coach by ICAA and/or WSU, or developed by Coach, or any person under Coach's direct or indirect supervision, during the course of Coach's employment with ICAA, shall remain the sole property of ICAA and/or WSU.

14.2. Nothing in this Agreement shall constitute permission or license for Coach to use or to authorize third parties to use ICAA's and/or WSU's characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, and all trade names which are owned, licensed to or controlled by ICAA and/or WSU ("Institutional Marks") for any reason. A license to use the Institutional Marks must be obtained from and approved by the appropriate ICAA and/or WSU office(s). Further, nothing in this Agreement shall constitute permission or license for Coach to modify or change any existing Institutional Marks for ICAA and/or WSU, or create any new Institutional Marks, without the express written consent of the appropriate ICAA and/or WSU office(s).

15. Sports Camps.

15.1. Coach, acting as an individual or a private legal entity, may own and operate sports camps or clinics ("Sports Camps"). Such Sports Camps must be operated in accordance with all Governing Athletics Rules and University Rules and with appropriate financial controls. Within sixty (60) days of closing the Sports Camps, Coach will provide to ICAA a full financial accounting of the Sports Camps, including a statement of income and expenses, and an accounting of the distribution to ICAA and/or WSU employees and third parties. Coach agrees that Coach has the right to operate the Sports Camps only as long as Coach serves as the Head Baseball Coach, and that ICAA and/or WSU may assume the right to operate the Sports Camps upon the termination of Coach's employment as Head Baseball Coach.

15.2. Coach shall be entitled to utilize ICAA and/or WSU facilities in the operation of the Sports Camps as provided herein. Such usage of ICAA and/or WSU property or facilities will be subject to the terms and conditions of a separate facilities use agreement. The manner, means, and details of the Sports Camps must be submitted to and approved by ICAA prior to the Sports Camps being advertised. Coach shall be responsible for all facility or other fees and/or expenses and equipment usage assessed by ICAA and/or WSU and/or any third party for the Sports Camps. Coach agrees to provide adequate liability insurance for the Sports Camps, with a minimum single occurrence limit of at least \$1 million, and with ICAA and WSU listed as additional insureds. At the discretion of the Director of Athletics, ICAA may agree to place advertising links to Sports Camps websites on ICAA's official athletics website(s).

15.3. Coach shall not use the name "Wichita State University," "Shockers," or any other term identifying ICAA and/or WSU in the name of the Sports Camp.



15.4. To the extent permitted by, and in accordance with, applicable Governing Athletics Rules and University Rules, Coach shall be entitled to retain all revenues from such Sports Camps.

16. Shoe, Apparel, and Equipment Agreements. During the Term of this Agreement, Coach shall not enter into or be a party to any shoe, apparel, or equipment agreement, including any agreement that obligates Coach to wear, promote, endorse, or consult with a manufacturer or seller concerning the design and/or marketing of such shoes, apparel, or equipment without prior written approval from the Director of Athletics. This notwithstanding, ICAA may require Coach to comply and Coach shall cooperate with the terms of any shoe, apparel, and equipment agreements entered into by ICAA and/or the University (“ICAA Agreements”), including but not limited to requiring Coach to wear or use a particular brand of shoe, apparel, or equipment while performing Coach’s duties as Head Baseball Coach. Coach shall direct all questions concerning the terms of the ICAA Agreements to the Director of Athletics. ICAA and/or the University is entitled to all revenue and/or proceeds derived from any ICAA Agreement. Notwithstanding the foregoing, Coach may enter into a separate agreement with any company with whom ICAA and/or the University has an ICAA Agreement.

17. Exclusivity of Services. During the Term of this Agreement, and except as otherwise permitted hereunder, Coach shall use Coach’s full-time energies and abilities for the exclusive benefit of ICAA and WSU. Coach agrees that, during the Term of this Agreement, Coach will notify the Director of Athletics and obtain permission prior to any discussions by Coach or Coach’s agents or representatives pertaining to coaching opportunities at any NCAA member institution or any other coaching or non-coaching positions that may result in termination of Coach’s employment with ICAA. If formally announced as the coach or employee of a different employer, or if Coach reaches agreement to work for a different employer, the Parties agree such action shall be considered a termination by Coach as provided for in this Agreement.

18. Social Media Presence. Notwithstanding any else in this Agreement, Coach agrees that Coach shall not establish an Internet website or weblog, social media account (including but not limited to Twitter, Facebook, Instagram, TikTok, etc.), or Internet program or presence in any form (collectively, “Social Media”), that in any way relate to the Program or Coach’s position as Head Baseball Coach without the written consent of the Director of Athletics, which consent shall not be unreasonably withheld, delayed or conditioned. To the extent that Coach establishes any of Social Media, Coach agrees to terminate such Social Media upon expiration and/or termination of this Agreement. This Section shall not apply to personal social media accounts that are unrelated to the Program or Coach’s position as Head Baseball Coach.

19. Compliance.

19.1. Compliance with Governing Athletics Rules and University Rules. In the performance of Coach’s duties and obligations under this Agreement, Coach shall (a) know, recognize, abide by, and comply with; (b) shall cause all persons under Coach’s direct or indirect supervision, including but not limited to employees and student-athletes to know, recognize, abide by, and comply with; and (c) conduct the Program in accordance with all Governing Athletics Rules and the University Rules, and all decisions issued by the NCAA, AAC, ICAA and/or the University. Violations of any Governing Athletics Rules, University Rules, or any decisions issued by the NCAA, AAC, ICAA and/or the University, by Coach will be sufficient cause for disciplinary action up to and including termination for Cause.

19.2. Cooperation with NCAA Infractions Process. Pursuant to NCAA bylaws, Coach has an affirmative obligation to cooperate fully and assist ICAA and/or the University in the NCAA enforcement process as set forth in NCAA 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 may be relevant to the investigation; and preserving the integrity of an investigation along with the confidentiality required. Should Coach be found to be in violation of NCAA regulations, Coach shall be subject to disciplinary and/or corrective action as set forth in the provisions of the NCAA enforcement procedures and/or this Agreement, including suspension without pay or termination of employment for Cause. Coach shall sign any statement, affirmation, confirmation, and/or certification required by ICAA and/or the University with regard to compliance with any NCAA bylaw.

19.3. Cooperation with ICAA and/or University Investigations. Coach has an affirmative obligation to cooperate fully in any ICAA and/or University 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 may be relevant to the investigation; and preserving the integrity of an investigation along with the confidentiality required. Failure to comply with any ICAA and/or University investigation may result in disciplinary and/or corrective action including suspension without pay or termination of employment for Cause.

19.4. Representations and Warranties. By signing this Agreement, Coach represents that Coach has disclosed to ICAA: (a) any known previous material breach or alleged material breach by Coach of Coach's duties or Coach's employment agreement or other agreement at any other NCAA member institution; (b) any known material violation or alleged violation of any law or rule applicable to intercollegiate athletics by Coach or any person under Coach's direct or indirect supervision; (c) any known material violation or alleged violation by any athletic program under Coach's direction, including, but not limited to, a member of the coaching staff, a student-athlete, or any other person affiliated with the intercollegiate athletics program who reported directly or indirectly to Coach, of rules or regulations of the NCAA or any other association, conference or like organization associated with another NCAA member institution, state or federal laws, rules or regulations, or any rules or policies of another NCAA member institution; (d) other known material misconduct or alleged misconduct, including without limitation fraud, dishonesty, acts of violence, or other conduct that is contrary to the mission of another NCAA member institution or an educational institution; and (e) all convictions and guilty pleas (including an Alford Plea) to: (1) a felony, or (2) a criminal offense which constitutes fraud, dishonesty or moral turpitude, the underlying offense or activity, but not the conviction or guilty plea, having occurred prior to the date of Coach's signature below. Coach acknowledges that ICAA is relying on Coach's representation set forth in this Section, that this representation is a material inducement for ICAA to enter into this Agreement, and that a breach of this representation will constitute a material breach of this Agreement and subject Coach to termination for Cause.

20. Termination for Cause. In its sole discretion and at any time during the Term, ICAA has the right to terminate this Agreement with Cause, as that term is defined herein. The effective date of the termination for Cause shall be the date contained in the notice of termination for Cause.

20.1. For purposes of this Agreement, the term "Cause" shall include, but not be limited to, any one or more of the following as determined by ICAA: (a) the refusal, failure, fraud, or dishonesty of Coach in any material respect to comply with the reasonable directives of the Director of Athletics or to perform the



duties set forth in this Agreement; (b) conduct or omission(s) by Coach that constitutes a Level I or Level II violation of one or more Governing Athletics Rules; (c) conduct or omission(s) by Coach that will more likely than not lead to an NCAA finding of a Level I or Level II violation of one or more Governing Athletics Rules, as reasonably determined by ICAA and/or the University; (d) conduct or omission(s) that constitutes a Level I or Level II violation, or would constitute a Level I or Level II violation as reasonably determined by ICAA and/or the University by a person who reports, directly or indirectly, to Coach and where such conduct or omission occurred either at the directive of Coach or where the Coach was aware of such conduct or omission but failed to report it; (e) knowing and deliberate failure to comply with the Governing Athletics Rules; (f) knowing and deliberate failure to comply with the University Rules; (g) failure to cooperate with the NCAA infractions process; (h) failure to cooperate with any ICAA and/or University investigation; (i) knowing and deliberate failure to comply with the terms of this Agreement; (j) any conduct that ICAA or the University reasonably determines in good faith, in its sole discretion, would bring ill repute to a head coach of an intercollegiate baseball sports team, or which reasonably brings into question the integrity of Coach, or that would render Coach unfit to serve in the position of Head Baseball Coach; (k) any conduct that ICAA or the University reasonably determines in good faith, in its sole discretion, would bring ill repute on ICAA, the University, or its sports programs; (l) failure by Coach to report in a timely fashion to the Director of Athletics any alleged violations of the Governing Athletics Rules or the University Rules by Coach and/or by any other person once Coach becomes aware of such alleged violation; (m) conduct resulting in a criminal charge being brought against Coach involving a felony, or conviction of any crime involving theft, dishonesty, or moral turpitude; (n) requiring a student-athlete to perform a physical act that (1) is not relevant to the sport of baseball but is, instead, obviously intended to embarrass or degrade a student-athlete, (2) unreasonably compromises the health or safety of a student-athlete, or (3) is in direct or conflict with restrictions or guidelines established by ICAA’s sports medicine staff subsequent to Coach’s receipt of written notification of such restrictions or guidelines; (o) engaging in deliberate physical contact with a student-athlete or ICAA and/or University employee that is obviously not necessary for instructional purposes (but not including occasional appropriate supportive or congratulatory physical contact); (p) knowing and deliberate conduct or omission(s) by Coach that causes substantial injury to or unreasonably endangers the health or safety of another person, including without limitation physical, psychological, verbal, or sexual abuse or violence; (q) use or consumption by Coach of alcoholic beverages, drugs, narcotics, controlled substances, steroids, or other chemicals in such degree or for such appreciable period as to impair materially Coach’s ability to perform Coach’s duties, as determined by ICAA and/or WSU; or (r) any other knowing and deliberate breach by Coach of Coach’s duties or responsibilities under this Agreement.

20.2. In the event of termination of this Agreement for Cause, ICAA’s sole obligation to Coach shall be to pay Coach’s Guaranteed Compensation until the effective date of termination, in addition to any Other Compensation that has been earned as of the effective date of termination.

21. Termination Without Cause.

21.1. **By Coach.** Coach will have the right to terminate this Agreement. If Coach terminates this Agreement, Coach will pay to ICAA the amounts set forth below. One-half of such amount shall be due within thirty (30) days of the date of termination, and the remaining one-half shall be due one (1) year following the date of termination.

If termination occurs on or before June 30, 2024	\$1,000,000.00 (plus repayment of the Institutional Buyout Payment)
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If termination occurs July 1, 2024, through (and including) June 30, 2025	\$700,000.00 (plus repayment of the Institutional Buyout Payment)
If termination occurs July 1, 2025, through (and including) June 30, 2026	\$400,000.00
If termination occurs July 1, 2026, through (and including) June 30, 2027	\$150,000.00
If termination occurs July 1, 2027, through (and including) June 30, 2028	\$100,000.00

21.2. **By ICAA.** In its sole discretion, ICAA has the right to terminate this Agreement at any time during the Term without Cause. In the event ICAA terminates this Agreement without Cause, ICAA's sole obligation shall be to pay Coach, as liquidated damages and not as a penalty, seventy-five percent (75%) of the amount equal to the remaining balance of Coach's Guaranteed and Other Compensation that would have been owed to Coach if Coach was fully performing Coach's duties through the end of the Term (the "ICAA Separation Payment"). The applicable sum due to Coach shall be paid by ICAA over twelve (12) months in equal installments beginning thirty (30) days from the effective date of Coach's termination without Cause. The payment of liquidated damages as set forth in this subsection is subject to the duty to mitigate in subsection 21.3 below.

21.3. **Coach's Duty to Mitigate.** If Coach is terminated by ICAA without Cause, Coach must diligently seek mitigation of ICAA's payment obligation set forth in subsection 21.2 by obtaining full-time subsequent comparable employment ("Subsequent Employment") at Actual Market Rate, as that term is defined herein. Subsequent Employment shall include working in the capacity of employee for another employer, as a consultant, as a self-employed person, or as an independent contractor. If Coach obtains such Subsequent Employment before the date on which this Agreement would have expired, but for the termination, then Coach shall provide the Director of Athletics with written notice, within ten (10) calendar days of agreeing to accept such Subsequent Employment, of the (a) name and address of the new employer, (b) position title, (c) monthly salary, and (d) start date. ICAA's payment obligation set forth under subsection 21.2 shall continue but be reduced on a dollar-for-dollar basis by the total compensation received by Coach from all sources directly related to any Subsequent Employment ("Subsequent Compensation"), so long as the Subsequent Compensation is at an Actual Market Rate for such Subsequent Employment. Subsequent Compensation shall include any and all compensation earned through Coach's Subsequent Employment including, but not limited to base salary, additional compensation, performance incentive compensation, consulting fees, bonuses, and any other compensation. For purpose of this Agreement, "Actual Market Rate" is defined as the average total compensation for the position, and, if the position is in intercollegiate athletics, is commensurate to similar positions among public universities in the conference of the subsequent employer, utilizing available compensation sources (e.g., WINAD and other coaching compensation databases). ICAA reserves the right to adjust the compensation due and owing if Coach's Subsequent Compensation, to a reasonable and objective person, appears contrived to rely upon payments to Coach by ICAA. Failure of Coach to comply with this subsection shall make ICAA's payment obligation herein voidable at ICAA's option, and in the event Coach's Subsequent Compensation is below an Actual Market Rate, Coach expressly agrees that ICAA may assign a market value of compensation to Coach's Subsequent Employment based upon ICAA's analysis of similar positions. If Coach does not notify ICAA about the Subsequent Employment within the ten (10) day calendar period, ICAA shall not be liable for any further payments under this subsection.



21.4. The Parties have bargained for and agreed to the ICAA Separation Payment (as that term is defined in Section 21.2) giving consideration to the fact that termination of this Agreement prior to its expiration may cause Coach to lose certain benefits and incentives, supplemental compensation, or other athletically related compensation associated with Coach's employment with ICAA, the amounts of which are extremely difficult to determine with certainty. The Parties further agree that the payment of the ICAA Separation Payment by ICAA and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for any damages and injuries suffered by Coach because of such termination by ICAA. The ICAA Separation Payment shall not be, nor be construed to be, a penalty.

21.5. As a condition of Coach's right to receive the ICAA Separation Payment, within fifteen (15) calendar days of the notice of termination without Cause, Coach shall execute a waiver and release of claims as drafted by ICAA. If Coach fails to execute this waiver, or if Coach brings a claim in violation of the waiver and release of claims, other than a claim against ICAA for a breach of this Section 21, all obligations of ICAA under this Section 21 shall cease, and Coach shall refund in full all monthly installments of the ICAA Separation Payment received from ICAA.

22. Termination for Death or Disability.

22.1. **Death.** This Agreement shall terminate automatically upon Coach's death, and all salary, compensation, benefits, and prerequisites shall terminate as of the conclusion of the calendar month in which death occurs, except that the executor or administrator of Coach's estate or other beneficiary specifically designated in writing shall be paid any death benefits due to Coach under any applicable University Rules now in effect or hereafter adopted by ICAA and/or the University (and except for other payments earned or accrued prior to the effective date of termination).

22.2. **Disability.** This Agreement shall terminate automatically if Coach becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach, in the reasonable and good faith judgment of ICAA, from coaching, recruiting, or performing the other essential functions of the position of Head Baseball Coach for a period of ninety (90) consecutive calendar days (including but not limited to days on which Coach uses accumulated sick, annual, or personal leave). If this Agreement is terminated because Coach becomes Disabled, all unearned salary, compensation, benefits, and prerequisites shall terminate, except that Coach shall receive: (a) any disability benefits to which Coach is entitled under any disability program in which Coach is enrolled; (b) compensation for Coach's accrued and unused annual leave; and (c) other payments which were due or accrued prior to the effective date of termination.

22.3. In the event of termination of this Agreement for death or Disability, ICAA's sole obligation to Coach shall be to pay Coach all earned and accrued compensation, including Guaranteed Compensation, Other Compensation, Performance Incentives, and Retention Bonus earned as of the date of Coach's death or Disability. ICAA shall pay this compensation to Coach or his estate or beneficiaries, as the case may be.

23. Termination by Mutual Agreement of the Parties. This Agreement may be terminated upon the mutual written agreement of the Parties. If the Parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in the writing. In the event of mutual termination of this Agreement, ICAA's sole obligation to Coach shall be to pay Coach's Guaranteed Compensation until the effective date of termination, in addition to any Other Compensation that has been earned as of the effective date of termination.



- 24. Discipline for Cause.** In the event Coach engages in conduct constituting Cause, ICAA may, in lieu of terminating Coach's employment, impose discipline short of termination including, but not limited to, written reprimand or suspension. ICAA is not required to engage in progressive discipline. ICAA's selection to engage in discipline, rather than termination, shall in no way restrict ICAA's ability to terminate Coach's employment for subsequent misconduct constituting Cause. Notwithstanding the foregoing, nothing shall prohibit and/or prevent ICAA from disciplining Coach for reasons other than would constitute Cause.
- 25. Obligation Upon Termination.** Upon expiration or termination of this Agreement, Coach shall return all materials or articles of information, including without limitation, apparel, keys, keycards, cell phones, computers, electronic equipment, equipment, parking passes, unused athletic event tickets and the like, automobiles, personnel records, recruiting records, team information, video, statistics, financial records, passwords, club memberships, intellectual property, or any other material documents or data furnished to Coach by ICAA and/or WSU or developed by Coach, whether directly or by others under his supervision and control, on behalf of ICAA and/or WSU or otherwise in connection with Coach's employment ("ICAA Property"). All ICAA Property shall remain the sole property of ICAA. Coach shall cause any and all ICAA Property in his possession or control to be delivered to ICAA by or before close of business on the date of termination or expiration of this Agreement. This provision shall apply equally to written and electronic ICAA Property. Coach understands that Coach will be responsible to pay for any lost, damaged or unreturned ICAA Property by or before close of business on the date of termination or expiration of this Agreement. ICAA will not distribute Coach's last paycheck until such time as Coach has returned all ICAA Property.
- 26. Liability of ICAA.** In no case shall ICAA and/or WSU be liable to Coach for any loss of collateral business opportunities or any other benefits, perquisites, or income from any other sources.
- 27. Taxes.** The Parties intend for all payments and benefits under this MOU and any subsequent Employment Agreement to comply with or be exempt from all applicable provisions of the Internal Revenue Code and the regulations and guidance promulgated thereunder, including but not limited to Code Sections 409A and 457(f) (the "Tax Rules"). Coach acknowledges and understands that any additional tax and/or penalties for noncompliance with the Tax Rules will be assessed against Coach and not ICAA. ICAA will not provide tax advice to Coach regarding the tax effects of this Agreement. ICAA recommends that Coach consult with Coach's own tax advisors concerning the federal, state, or local tax implications resulting from this Agreement.
- 28. Hold Harmless.** Coach agrees to and shall indemnify and hold harmless the ICAA Indemnitees from and against any and all suits, claims, demands, damages, liability, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims") incurred by the ICAA Indemnitees because of Coach's intentional or clearly negligent acts or omissions arising out of matters related to this Agreement, except for such Claims in which Coach seeks to compel ICAA to comply with its obligations under this Agreement or in which Coach seeks to enforce any remedies under this Agreement. These indemnification obligations shall continue after termination or expiration of this Agreement.
- 29. State Entity.** WSU, and ICAA, as a controlled affiliated entity of WSU, are agencies of the State of Kansas and, as such, no provision of this Agreement is intended to operate as a waiver or relinquishment of any right, privilege, or defense, including the defense of sovereign immunity, afforded to ICAA and WSU under constitutional provision or law or any other state or federal law.
- 30. Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or any University Rule.

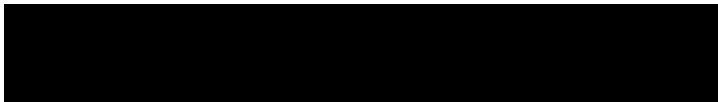


- 31. Amendment.** Except as otherwise expressly provided in this Agreement, no amendment, supplement, modification or variation of or to the terms of this Agreement shall be valid unless in writing and signed by the authorized representative(s) of ICAA and Coach.
- 32. Choice of Law/Venue.** The Parties agree that any matter related to or arising out of this Agreement shall be resolved in accordance with the laws of the State of Kansas, without giving effect to its conflicts of laws provisions, and venue for any proceedings shall be solely and exclusively in Sedgwick County, Kansas.
- 33. Assignment.** Neither Party may assign any obligations, rights, or duties set forth in this Agreement without the mutual, written consent of both Parties. Notwithstanding the foregoing, ICAA may assign this Agreement to WSU without the consent of Coach. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and assigns.
- 34. Notices.** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively “notices”) which may be required or desired to be given by either Party to the other shall be **IN WRITING** and sent by certified mail or overnight traceable delivery and addressed as follows, unless any other person or address may be designated by notice from one Party to the other:

If to ICAA:

Attn: Director of Athletics
Wichita State University
1845 Fairmount Street
Wichita, Kansas 67260-0018

If to Coach:



With a copy to:

Attn: General Counsel
Wichita State University
1845 Fairmount Street
Wichita, KS 67260-0205

With a copy to:



- 35. 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.
- 36. Employment Matters.** This Agreement sets forth all the terms of Coach’s employment and rights to such employment. This Agreement is intended as the sole source of Coach’s employment rights, irrespective of any statement contained in any ICAA and/or WSU employment manual, staff manual, or other similar document pertaining to ICAA and/or WSU staff or faculty. This provision is not intended in any way or manner to obviate Coach’s duties and obligations to comply with all University Rules.
- 37. Complete Agreement.** This Agreement sets forth the complete terms of Coach’s employment and supersedes any prior agreements between Coach and ICAA, whether written or oral, including but not limited to the MOU.
- 38. Counterparts/Execution.** This Agreement 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. Signature pages may be executed via “wet” signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-



signature technology or other similar electronic means. 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.

[signature page to follow]



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.

WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC.

BRIAN GREEN

[Redacted Signature]

[Redacted Signature]

SIGNATURE

SIGNATURE

Kevin Saal

Brian Green

PRINTED NAME

PRINTED NAME

Director of Athletics

Head Baseball Coach Wichita State

TITLE

TITLE

8/11/2023

8/11/2023

DATE

DATE

[Redacted Signature]



**APPENDIX A
DUTIES OF HEAD BASEBALL COACH**

As Head Baseball Coach, Coach's duties and responsibilities include, without limitation:

1. Lead, supervise, evaluate, recruit, train, condition, discipline, educate, develop, promote, and coach the University's men's baseball team to compete successfully in the AAC and nationally.
2. Support the University's educational mission by maintaining an environment in which the pursuit of higher education is a priority as may be reflected by men's baseball student-athletes' class attendance, grade point averages, graduation rates, and NCAA Academic Progress Rates.
3. Subject to departmental budgetary limitations, University hiring practices, and the final approval of the Director of Athletics, the recruitment, hiring, supervision, disciplining, termination and evaluation of the performance of assistant coaches.
4. Make best efforts to perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, conduct, and academic standards of ICAA and/or the University. At all times, Coach shall exercise his best reasonable efforts to ensure that all employees and students under his direct supervision, or subject to his direct or indirect control comport themselves in a like manner on and off the court.
5. Promote and advance institutional control over every aspect of the men's baseball program; promote and maintain an atmosphere of compliance with Governing Athletics Rules and University Rules within the men's baseball program; monitor all employees who report directly or indirectly to Coach, and students on the men's baseball team under Coach's supervision, and take other reasonable steps to ensure that such persons know and strictly comply with the Governing Athletics Rules and University Rules including, but not limited to, requiring them to attend compliance education sessions, encouraging them to seek interpretations as necessary, taking compliance into account when evaluating their performance, and applying appropriate disciplinary measures in the event of a violation.
6. Engage in reasonable actions in the development, implementation, management, and monitoring of all aspects of prospective men's baseball student-athlete recruiting, including but not limited to: recruiting contacts, evaluations, official visits, telephone calls and other communications, improper benefits, and any travel-related activities of prospective student-athletes and the men's baseball program's coaching staff; and develop and implement effective plans and strategies to recruit academically qualified student-athletes who possess the talent necessary to ensure the men's baseball team is competitive in the AAC and who possess the personal characteristics necessary to be well-regarded representatives of the University.
7. Report promptly to the Director or Athletics or the staff member in the Athletics Department with primary responsibility for compliance any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletics Rules or University Rules have been committed by Coach and/ or any other person under his direct supervision.
8. Cooperate fully in any investigation of any aspect of the men's baseball program or the intercollegiate athletics program, whether by the NCAA, the AAC, ICAA, or the University.
9. Work cooperatively with the Athletics Compliance Office on compliance matters and Governing Athletics Rules education.

10. Provide substantive input and work in good faith with the Director of Athletics to schedule future opponents, support in good faith the Director of Athletics' negotiations and other efforts to schedule future opponents, and not unreasonably object to any such future opponents. The Director of Athletics is the final decision maker on scheduling.
11. Make diligent, good faith efforts to maintain and cultivate positive and effective working relations with governing boards, associations, conferences, committees, alumni, the media, the public, students, faculty, staff, and friends of the University.
12. Under the direction of the Director or Athletics, make diligent, good faith efforts to maintain responsibility for the fiscal and budgetary functions associated with the men's baseball program.
13. Encourage and support all student-athletes with regard to personal, physical, and intellectual development, activities, and achievements, including an emphasis on each student-athlete's completion of an undergraduate degree program.
14. Create, promote, and maintain, and assure that every employee, including assistant coaches, under his supervision create, promote and maintain, a safe, inclusive, respectful, and positive environment for all student-athletes including, but not limited to men's baseball student-athletes.
15. Engage in, and assure that every employee, including assistant coaches, under his supervision engages in fair, safe, and responsible treatment of student-athletes and avoid behavior that could, in any way, jeopardize a student-athlete's health, safety, and welfare (whether physical, emotional, or mental), or that could otherwise cause harm or risk causing harm to a student-athlete (outside of the risks inherent to the sport of baseball).
16. Maintain and project an attitude of good sportsmanship and be a role model for all student-athletes.
17. Work with all ICAA and/or University employees to create, promote, and maintain a safe, inclusive, respectful, and positive environment throughout the University's intercollegiate athletics programs.

**APPENDIX B
GUARANTEED COMPENSATION**

Contract Year	Annualized Guaranteed Compensation
1 (July 1, 2023 – June 30, 2024)	\$375,000
2 (July 1, 2024 – June 30, 2025)	\$385,000
3 (July 1, 2025 – June 30, 2026)	\$395,000
4 (July 1, 2026 – June 30, 2027)	\$405,000
5 (July 1, 2027 – June 30, 2028)	\$405,000

**APPENDIX C
OTHER COMPENSATION**

	Contract Year 1 (2023-24)	Contract Year 2 (2024-25)	Contract Year 3 (2025-26)	Contract Year 4 (2026-27)	Contract Year 5 (2027-28)
Radio Stipend	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
TV Stipend	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Official Appearances Stipend	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Other Appearances Stipend	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Club Membership Stipend	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000

In order to be eligible for the Other Compensation, Coach shall:

- a. appear on all radio appearances arranged by ICAA;
- b. appear on all coach's shows and pre- and post-game portions of each game broadcast arranged by ICAA;
- c. participate in all official and other appearances which include, but are not limited to, hosting donors on campus, as arranged by ICAA; and

All exceptions to participation in the above activities shall be at the sole discretion of the Director of Athletics.

**APPENDIX D
RETENTION BONUS**

Contract Year	Retention Bonus
3 (July 1, 2025 – June 30, 2026)	\$15,000
4 (July 1, 2026 – June 30, 2027)	\$20,000
5 (July 1, 2027 – June 30, 2028)	\$25,000

**APPENDIX E
INCENTIVE COMPENSATION**

Performance Goal	Incentive Compensation
APR four-year cohort score of 985 or annual GPA of 3.3	\$5,000
NET NCSOS Top 100	\$2,500
NET NCSOS Top 50	\$5,000
RPI Ranking in the Top 50 (End of Season)	\$5,000
RPI Ranking in the Top 40 (End of Season)	\$10,000
Conference Coach of the Year	\$10,000
National Coach of the Year	\$25,000
Regular Season Wins (35+)	\$5,000
Regular Season Wins (40+)	\$15,000
Regular Season Wins (45+)	One (1) year contract extension
Regular Season Conference Champion (including tie)	One (1) year contract extension
NCAA Tournament Appearance (at large)	One (1) year contract extension
NCAA Round of 32 Appearance	\$25,000
NCAA Super Regional	\$30,000
CWS Participant	\$40,000
National Finalist Participant	\$75,000
National Championship Win	\$100,000
NCAA Division I Top 25 Batting Average	\$5,000
NCAA Division I Top 25 ERA	\$5,000

- a. The NET NCSOS payments, the RPI Ranking payments, and the total number of wins payments are all non-cumulative. All other incentive compensation is cumulative. The maximum term of this Agreement is six (6) years.
- b. In the event Coach earns and receives a one (1) year contract extension (as set forth above): (1) Coach's Guaranteed Compensation shall be \$405,000.00; (2) Coach shall be eligible to earn Other Compensation equal to those amounts set forth above for Contract Year 5; and (3) Coach shall be eligible to earn Incentive Compensation in the amounts set forth above, provided; however, that Coach shall not be eligible for any additional contract extension. The maximum term of the Employment Agreement is six (6) years.