



### ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Administrator”).

By executing this Agreement, the University agrees to employ Administrator, and Administrator agrees to be employed by University, for the position and term identified below. In exchange for Administrator’s services, the University will provide Administrator with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below. Administrator acknowledges that the terms of employment remain “at will” and subject to termination as outlined in paragraph one of this Agreement.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Administrator, which is incorporated herein by this reference.

**Name of Administrator: Marcus Banks**

**Position: Assistant Strength and Condition Coach Men’s Basketball, Assistant Football, and Men’s Golf**

**Term: July 16, 2026 – June 30, 2027**

**Annual Compensation: \$41,800**

**Achievement Payments:**

**\$500 for Regular Season Conference Championship or Co-Championship in M. Basketball; and  
\$500 for Conference Championship in Men’s Basketball, Football and M. Golf; and  
\$500 for Football making a Bowl Game  
\$250 for Men’s Basketball receiving an at large bid to the NCAA; and  
\$250 for M. Golf makes the NCAA tournament (individual or as a team); and  
\$500 for each game won in the NCAA Men’s Basketball Tournament**

**Other Benefits and Incentives:**

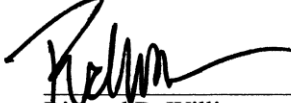
**Moving Expenses:** The University agrees to reimburse Mr. Banks for up to \$10,000 for documented moving expenses associated with the relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. No towing of a vehicle or storage is included. Should you leave within one year of employment, you will be required to repay moving expenses. All moving and/or temporary housing expenses are taxable to the employee.

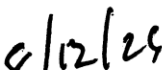
ADMINISTRATOR

  
\_\_\_\_\_  
Marcus Banks

  
\_\_\_\_\_  
Date

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Richard B. Williams  
President

  
\_\_\_\_\_  
Date

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ADMINISTRATOR

**1. Term and Termination.** Administrator's employment with the University shall be "at will" such that either party may terminate this Agreement, with or without cause, at any time. The University may, in its sole discretion, provide 30 days' notice when terminating this Agreement for any reason or no reason at all. This Agreement will automatically terminate at the end of the term identified in this Agreement ("Term"). If the parties do not execute a new agreement but Administrator remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties' relationship.

Examples of when the University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Administrator's salary or perform any other obligations under this Agreement, include, but are not limited to, the following circumstances:

- a. Administrator fails to perform as agreed, Administrator otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- b. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Administrator's employment with the University shall be "at will" such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

**2. Duties.** Administrator's duties are set forth in the job description (as maintained by the University's Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Administrator will be treated as an exempt employee for purposes of applicable wage and hour laws because Administrator's duties primarily involve organizing and administering athletics programs, supervising sports programs, and supervising personnel associated with sports programs. Administrator will have a great deal of independent discretion and judgment as to the manner and method of such duties. Administrator shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics directs.

**3. Use of Automobile.** *This section applies only if this Agreement states that Administrator will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Administrator shall be furnished with an automobile, pursuant to a lease agreement with the University, for Administrator's business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University's commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Administrator will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Administrator understands and agrees that Administrator (and not the University) is individually responsible for maintaining insurance for the automobile.

**4. Employee Handbook and University Policies.** Administrator's employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees ("Employee Handbook") and all other applicable University policies, practices, and protocols. Administrator understands and agrees that policies, practices, protocols, and Employee Handbook provisions

may be adopted, revoked, and changed at any time with or without notice. Administrator's employment is not subject to the Faculty Handbook, and Administrator is not entitled to tenure or any other rights, privileges, or protections afforded to faculty. If a conflict exists between the terms/provisions of this Agreement and the Employee Handbook, the terms/provisions of this Agreement are controlling and supersede any conflicting terms/provisions in the Employee Handbook.

**5. Professional and Moral Conduct Requirement.** It is understood Administrator is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Administrator agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.

- b. Staff members of the University's Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University's staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member's assistance in evaluating or procuring college talent.

- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA's name or their affiliation with the NCAA in the endorsement of products or services.

- d. Staff members of the University's Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA's Extra Events committee.

- e. Staff members of the University's Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

- f. Administrator is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;

- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

g. Administrator further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

h. Administrator acknowledges that he or she has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case.

i. Administrator acknowledges he or she will be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment, if he or she is found in violation of NCAA regulations.

**6. Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.



July 15,, 2026

Marcus Banks  
610 SE McKenzie St  
Pullman WA 99163

Dear Marcus,

I am pleased to recommend your employment as Assistant Strength and Conditioning Coach-Men's Basketball, Assistant Football, and Men's Golf at Missouri State University. This position is a full-time regular, administrative staff position. Salary will be \$41,800 annually.

The appointment includes coverage under the University's group insurance plan, participation in the Missouri State Employee's Retirement System, and other fringe benefits extended to full-time employees. Your vacation leave will accrue at a monthly rate of 1 day 2 hours per month. Therefore, you will have 15 days of vacation leave per year. Other benefits such as sick leave, educational benefits, and use of the University Services and facilities will be explained to you in a New Employee Orientation session conducted by the Office of Human Resources and as described in the *Employee Handbook*. This appointment will be subject to the University's policies and procedures, which are available in the *Employee Handbook* and can be found on the web at <http://www.missouristate.edu/human/staffhandbook/>.

Your responsibilities and expectations as Assistant Strength and Conditioning Coach-Men's Basketball, Assistant Football, and Men's Golf are described in the attached Job Description. You will be required to complete necessary forms for personnel records. Additionally, a criminal background check is required for this position. If results of the criminal background check have not been received, the appointment will be contingent upon the results of the report.

The University agrees to reimburse Mr. Banks for up to \$10,000 for documented moving expenses associated with the relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. No towing of a vehicle or storage is included. Should you leave within one year of employment, you will be required to repay moving expenses. All moving and/or temporary housing expenses are taxable to the employee.

Appointments to the staff of Missouri State University must have final approval of the Board of Governors. Any service performed by an employee before the Board approval is given will be considered temporary employment. If you wish to be recommended to the Board for this position on the terms stated in this letter, please sign below.

Upon receipt of your signed letter I will recommend that your name be placed on the agenda for the August 6, 2026 meeting of the Board.

Sincerely,



Patrick Ransdell, Director of Athletics

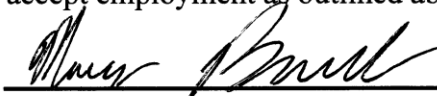
\*\*/\*\*

cc: Office of Human Resources

Enclosure

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I wish to be recommended for Assistant Strength and Conditioning Coach-Men's Basketball, Assistant Football, and Men's Golf and agree to accept employment as outlined above.



Marcus Banks - Signature

7/15/26

Date