

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered by and between the Board of Governors of **MISSOURI STATE UNIVERSITY**, Springfield, Missouri, (“University”) and Mark Cala (“Coach”) and is effective as of January 1, 2026 (“Effective Date”).

WITNESSETH:

WHEREAS, the University desires to employ Coach as the Assistant Coach-Offensive Coordinator and Quarterbacks of the University’s football team;

WHEREAS, the Parties desire to memorialize the terms and conditions of Coach’s continued employment under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Term of Employment

The University does hereby employ Coach for a term commencing on January 1, 2026, and continuing through December 31, 2027 (“Term”) as the Assistant Coach-Offensive Coordinator and Quarterbacks of the University’s intercollegiate football team, subject to termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Agreement after the 2026-2027 intercollegiate football season. Any extension of this Agreement past the last date of the Term will require execution of a new, one-year employment agreement.

2. Duties

During each year that the Agreement is in effect, Coach shall be responsible for fulfilling the following duties:

- (a) **Assistant Football Coach.** Coach shall well and faithfully serve the University in his total assignment, yet in regard to the position of his assignment relating to athletics and as Assistant Coach in the sport of football, he shall at all times devote his whole time, attention, and energies to the conduct and coaching of football on behalf of the University, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics and the Head Coach for Football for the University shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of an assistant coach in the sport of football.
- (b) **Other Activities Permitted.** Notwithstanding the foregoing provisions, Coach shall be permitted to conduct camps or clinics for his sole benefit as further described herein, camp activities other than any University related camp, accept promotional endorsements and contracts (provided that such endorsements and contracts do not compete with the products or services offered by University's sponsors or imply an endorsement on the part of the University), including but not limited to athletics sportswear, speaking engagements and commercials for his sole benefit not inconsistent with this Agreement and NCAA regulations and subject to University approval. Similarly, Coach shall not permit his likeness or any phrase identified with her to be used in a manner that is detrimental to the rights of University's multi-media rights holder or in competition with any of University's existing sponsors.

3. **Compensation**

Effective January 1, 2026, the University shall pay Coach the following compensation:

- (a) **Base Salary.**

- i. Contract Year 1. From January 1, 2026 – December 31, 2026 (“Contract Year 1”), University shall pay Coach an annual salary of One Hundred Eighty Thousand Dollars (\$180,000.00), payable in equally monthly installments of approximately \$15,000.00 per month before withholding (“Base Salary”).
 - ii. Contract Year 2. Effective January 1, 2027, the University shall increase Coach’s Base Salary to One Hundred Ninety Five Thousand Dollars (\$195,000).
 - iii. Across-the-Board Salary Increases. For the duration of the Agreement, Coach’s Base Salary shall be subject to any and all across-the-board salary increases provided to University’s other employees on or after July 1, 2026.
- (b) **Payment Via University’s Standard Payroll Procedure.** Coach’s salary shall be paid in equal sums at such intervals as University has established for its payroll procedure, less applicable taxes and withholdings.
- (c) **Base Salary as Total Guaranteed Compensation.** The compensation specified in Section 3(a) represents the total guaranteed compensation due and owing Coach in consideration of his duties as University’s Assistant Coach-Offensive Coordinator and Quarterbacks
- (d) **Eligibility for Incentive Payments.** Coach shall be eligible for additional incentive payments as specified in Section 6.
- (e) **Moving Expenses.** The University will pay, or reimburse Coach, for all reasonable moving expenses related to his relocation to the Springfield, Missouri area. Relocation expenses will be treated as taxable income to the extent required by IRS regulations.

4. **Additional Entitlements.**

In addition to the compensation described in Section 3, Coach shall receive the following entitlements:

- (a) **Workmen's Compensation Insurance.** The University will provide Workmen's Compensation insurance for payment of any medical expense, and compensation, as provided by the laws of the State of Missouri, if Coach suffers an injury or incurs an occupational disease arising out of and in the course of his employment. Compensability under such law is prescribed by state statute, and not by the University or by this contract.
- (b) **Retirement Fund.** The full contribution required for the Missouri State Employees Retirement System (MOSERS) will be paid by the University for Coach's retirement account.
- (c) **Other Benefits and Privileges.** The benefits and privileges accorded the University administrative, professional and staff employees, such as, but not limited to, paid vacation, sick leave, hospitalization/medical insurance, life insurance, long-term disability insurance, and other benefits established by the Board of Governors will likewise be accorded to Coach. It is agreed that the terms and conditions in the Faculty Handbook will not be regarded as a part of this agreement, and that Coach is not on tenure track and is not receiving tenure.

5. **Camp(s)**

University acknowledges that it is in the interest of the University to have a football camp(s) during the year. In this regard, Coach may conduct a football camp(s), and if so for his own benefit, and the University shall make available University facilities for that

purpose, subject to the following provisions as long as the Agreement remains in effect and is not canceled or terminated.

- (a) **University Fee Per Camp Enrollee.** Coach agrees to pay the University the prevailing per person rate for each camp enrollee up to a maximum of 1,000 camp enrollees for the rental of Hammons Indoor Practice Facility. Upon his request, the University will give Coach the current prevailing rate. The University agrees to provide Coach, upon his request, with notice of any expected increase in the prevailing rate by the preceding December 31 prior to the fiscal year the increase will be effective.
- (b) **Insurance Obligations.** Coach agrees to secure commercial general liability insurance to cover the operation of the camp. Such policy limits insurance shall be in amounts no less than Five Hundred Thousand Dollars (\$500,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity. Coach agrees to increase the liability limits if requested by the University as a result of a change in Missouri law.
- (c) **Mandated Reporter Training.** Coach will attend any University-required mandated reporter trainings prior to conducting any football camps.
- (d) **Use of University's Athletic Facilities.** Coach shall be entitled to use the Hammons Indoor Practice Facility under this Section 5. Other University facilities may also be used in conducting football camps, subject to scheduling and

availability. Coach shall work with the University's Director of Athletics to schedule use of these other athletic facilities.

- (e) **Use of University's Housing System.** Coach shall be given access to the University's residency housing system for use in conjunction with the football camps, provided that he shall pay the-then current daily rate charged by the University's Department of Residence Life, Housing, and Dining Services for each camp enrollee. The University agrees to provide Coach, upon his request, with notice of any increase in residence hall rates for the subsequent year by the preceding December 31.
- (f) **No Guarantee as to Number of Camp Participants.** Coach does not guarantee any number of football camp participants or enrollees.
- (g) **Registration Fee, Revenue for Basketball Camps.** The registration fee for each enrollee shall be established by Coach. Coach shall be allowed to retain all revenues and income generated by such camp, less fees referenced above in Sections 5(a) and (e).
- (h) **Use of University Name, Logos in Camp Brochures.** Coach may use the University names, logos, and depictions in brochures and similar camp documentation.
- (i) **Audit Right of University.** As it is the responsibility of the University to ensure that it is meeting NCAA rules-compliance responsibilities concerning sports camps, Coach shall provide all camp records to athletics administrators or other university administrators when requested, or as otherwise required by law. Examples of such records may include, without limitation, rosters, applications,

free or discounted admissions, bank statements, expense records, and payroll records.

6. Other Compensation and Incentives

(a) **Achievement Payments.** Coach shall be entitled to receive certain payments (before taxes) if the University's intercollegiate football team (the "Team") performs to certain levels of achievement.

(i) **CUSA Regular Season Champions or Co-Champions.** In the event the Team finishes as Conference USA ("CUSA") Regular Season champions or co-champions, an additional **\$2,000** will be paid for a MVC Regular Season championship or co-championship.

(ii) **Non-College Football Playoff.** In the event the football team is invited to appear in a non-College Football Playoff (CFP), Coach will be paid an additional **\$5,000.00** for a CFP bowl game appearance; an additional **\$6,500.00** for a CFP quarterfinals appearance; an additional **\$8,000** for a CFP semifinals appearance; an additional **\$10,000** for a CFP National Championship appearance.

(iii) **Timing of Incentive Payments.** All such achievement payments will be paid to Coach within thirty (30) days of the dates earned and shall be paid even if the Agreement is terminated by either party for any reason.

(b) **Expense Allowance.** All necessary and reasonable expenses incurred by Coach while recruiting or on official business for the University's football or athletics program will be paid/reimbursed to Coach, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics upon

presentation of expense vouchers and supporting documents; such approval not to be unreasonably withheld.

(c) **Use of Automobile.** University shall furnish Coach with an automobile for his business and personal use for the duration of this Agreement. Coach shall be responsible for ensuring that the automobile is insured with policy limits acceptable to the University, and the University shall pay/reimburse Coach all insurance and maintenance costs associated with his use of the automobile.

(d) **Tax Withholding on Fringe Benefit Programs.** The University will only withhold taxes, FICA and MOSERS retirement benefits if required by law on the fringe benefit programs on all payments made to Coach, unless authorized in writing by Coach.

7. Professional and Moral Conduct Required

It is understood Coach is being employed by University, which is a member institution of the National Collegiate Athletic Association ("NCAA"), for the purpose of administering, conducting, and coaching the Team. Accordingly, Coach agrees he will diligently conduct the football program under his direction 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.

(f) 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.

(g) Coach 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.

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

(i) Coach acknowledges that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case.

(j) Coach acknowledges he 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 is found in violation of NCAA regulations.

8. Termination.

- (a) **Termination Due to Expiration of Term.** If no extension of the Agreement beyond the term specified above is made, this Agreement shall terminate as of the last day of the term (i.e., December 31, 2027).

(b) **Termination for Incapacity; Cause.** The Agreement may be terminated at any time during the term, by the University, upon the occurrence of any one of the following events:

(i) **Termination Due to Incapacity.** The Agreement shall terminate automatically if Coach becomes totally disabled within the meaning of the University's disability insurance for employees of Coach staff classification so that he qualifies under the University's long-term disability plan, or if Coach becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach from performing his duties under the Agreement for a period of one hundred eighty (180) consecutive days. In the event termination occurs under this Section due to permanent disability at a time when Coach's University disability plan benefits are not sufficient to fund his compensation during the one hundred eighty (180) day waiting period to qualify under the University's long-term disability plan, the University will supplement those benefits to ensure Coach receives his full compensation.

(ii) **For Just Cause.** The term "just cause" is defined as acts by Coach constituting or involving dishonesty in interactions with athletic or University administration, dishonesty when representing the University that brings ill repute to the University, moral turpitude that brings ill repute to the University, conviction of a felony, and major (i.e., Level I or Level II) or intentional infractions of NCAA rules and regulations, prolonged absence from duty without the consent of the Athletic Director, and willful

disregard for the welfare and safety of University's student-athletes which has resulted in serious injury or death. No termination of employment for alleged "just cause" shall occur without first giving Coach notice in writing of the cause alleged, and an opportunity to be heard.

- (iii) **Effect of Termination for Just Cause.** In the event the University terminates Coach's employment, under Section 8(b)(ii) above, Coach shall not be entitled to any further compensation following the date of such termination, unless otherwise agreed to in writing by the University. He will, however, be entitled to all compensation and achievement payments earned through the date of termination.

9. Termination Without Cause by the Parties

- (a) **Termination Without Cause by Coach.** Coach may terminate the Agreement if he gives notice of termination to the Director of Athletics and pays, or causes another party to pay, the Liquidated Damages Amount (as defined and calculated herein) to the University. The Liquidated Damages Amount will be calculated based on the applicable Monthly Rate (defined as 1/12th of Coach's gross salary, paid on a monthly basis) and the remaining months of this Agreement, except that no Liquidated Damages will be assessed if Coach accepts a position that is a promotion, which is defined as a position as any collegiate head coaching position or a coaching position in the National Football League ("NFL"). The Liquidated Damages Amount is calculated by multiplying the number of months remaining in the Agreement by the Monthly Rate and dividing by two (2).

The parties acknowledge and agree that the Liquidated Damages Amount contemplated by this Section 9(a) is intended to repay compensation previously received by Coach under the premise that he would fulfill the Term of the Agreement and that the Liquidated Damages Amount represents a legitimate, market rate fee to permit another employer to obtain Coach's services. Said Liquidated Damages Amount will be paid within thirty (30) days following the effective date of Coach termination of this Agreement.

- (b) **Termination Without Cause by University.** Notwithstanding any provision of the Agreement to the contrary, University may also elect to terminate the Agreement at any time by notification to Coach in writing. It is understood and agreed that termination does not require just cause or any cause. In the event of termination by University, Coach shall receive payment for balance of the remaining, unpaid Base Salary due through the Term.

Notwithstanding the foregoing, if Casey Woods' employment with the University is terminated for any reason, the University may elect to terminate Coach's Agreement without cause upon the provision of 60 days' prior written notice, (during which notice period Coach may be placed on paid administrative leave in the sole discretion of the University). Coach shall remain entitled to receive any and all compensation action earned prior to his termination date within 30 days of said termination date.

10. Missouri Law

The laws of the State of Missouri shall govern this Agreement, including the Missouri Sunshine Law. Coach acknowledges that the Agreement is a public document under the Sunshine Law that University may release without prior notice to him.

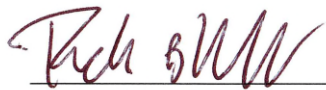
11. Entire Agreement

This Agreement constitutes the entire understanding between the parties, all previous oral and written statements, negotiations, and Memorandum of Understanding having been incorporated herein. This Agreement supersedes all prior agreements and amendments between the parties and may only be amended by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement with effective date as noted above.

**BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**

 7/28/26
Mark Cala Date

 10/22/26
Richard B. Williams Date
President