

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made by and between Kansas State University ("the University"), K-State Athletics, Inc. ("KSA"), and John Currie ("Currie").

W I T N E S S E T H:

WHEREAS, the University desires and expects to develop and maintain a nationally competitive intercollegiate athletics programs, both athletically and academically, which achieves comprehensive excellence;

WHEREAS, to achieve these objectives, the University wishes to employ Currie for the period set out below on the terms and conditions hereinafter contained; and

WHEREAS, Currie acknowledges the University's desires and expectations of comprehensive excellence as set forth above and wishes to accept employment with the University for such period on the terms and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties covenant and agree as follows:

1. Employment Period. The University agrees to continue to employ Currie as Director of Athletics at Kansas State University ("Athletics Director"), for the period beginning on July 1, 2010, and ending on June 30, 2016 (the "Term"), subject to the provisions contained herein and on the terms and conditions set forth herein. This position is a University unclassified professional position. In the event this Agreement is extended, the period of the extension shall be included within the meaning of the word "Term" for purposes of this Agreement. Currie hereby accepts such employment for this Term subject to the provisions contained herein and on the terms and conditions set forth herein. Additionally, each annual year of the Term (from July 1 to June 30) shall be defined as a "Contract Year" for the purposes of this Agreement. Currie and University agree that no later

than one year prior to expiration of the Term, both parties will enter into negotiations regarding whether this Agreement should be continued for an additional period, and if so, what modifications are needed.

2. Duties and Authority. Currie will carry out the duties and responsibilities which are expressly assigned and/or inherent in the position of Athletics Director, including, without limitation, directing, managing, and supervising all aspects of the University's men's and women's intercollegiate athletics programs in keeping with the institution's traditions and all policies established by the University, KSA, and the President of Kansas State University ("the President"), as well as the rules and regulations of the National Collegiate Athletic Association ("NCAA") and the Big 12 Conference ("Big 12"). Currie shall have all duties, responsibilities, and obligations normally required of similar positions at major NCAA Division I FBS institutions of higher education, including, without limitation, planning, supervising, and coordinating all aspects of the University's men's and women's intercollegiate athletics programs as well as the following duties and responsibilities:

- (a) Currie shall be responsible for directing, managing, and supervising all personnel in the Athletics Department in an efficient and effective manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with Currie. Subject to the budgetary limitations of the University and KSA, the policies and procedures of the University and KSA, the prior consent of the President or his designee(s), and any employment agreements with other personnel, Currie shall have the authority and responsibility to select, employ, recommend

salaries, and terminate all personnel in the Athletics Department, including, without limitation, all administrators, coaches, assistant coaches, administrative staff, and other personnel (collectively "Athletics Department Personnel"). Currie shall be responsible to require and to use his best efforts to ensure that administrators and head coaches are evaluated annually and/or consistent with the terms of any employment agreements between KSA or the University and any Athletics Department Personnel, and that all non-classified staff assigned to the Athletics Department are evaluated consistent with KSA policies and state law. Currie shall be responsible to implement and to enforce the terms and conditions of any employment agreements between KSA and any Athletics Department Personnel.

- (b) Currie shall have the duty and responsibility for managing and using his best efforts to ensure the financial and fiscal health and well being of the Athletics Department, including, without limitation, developing and submitting annual budgets for the operation of the Athletics Department to the President and/or his designee for approval. Currie shall make no financial commitments of the KSA budget or the Department of Intercollegiate Athletics budget beyond those amounts authorized in the annual budget of KSA or the annual budget of the Department of Intercollegiate Athletics within the Kansas State University budget, unless specifically authorized in advance by the President. Currie shall make no contractual commitments to KSA personnel in excess of twelve (12) months, unless specifically authorized in advance by the President.
- (c) As directed by the President, Currie shall have the duty and responsibility to develop,

direct, implement and maintain a fundraising program with private donors, corporate sponsors, and others for the benefit of the Athletics Department.

- (d) At the discretion and direction of the President, Currie shall have the duty and responsibility to serve on the President's Cabinet, to provide advice and counsel with respect to the management and operation of KSA, and to participate in commencement exercises each year. Additionally, Currie shall have the duty and responsibility to serve on other committees and perform other tasks for the benefit of the University as assigned by the President from time to time; provided, however, that such activities shall not interfere with Currie's duties and responsibilities for directing, managing, and supervising all Athletics Department programs and operations.
- (e) Currie shall have the duty and responsibility to work in cooperation with and in support of the President, the faculty, and other administrative officials in meeting academic requirements for student athletes, including, without limitation, working with the above parties and exercising best efforts to achieve goals for graduation and other academic achievements of student athletes as established by the President or his designee annually in consultation with Currie; provided, however, that the President or his designee shall have the ultimate responsibility for establishing such goals.
- (f) Currie shall have the duty and responsibility to require and to use his best efforts to ensure that the Athletics Department and all Athletics Department Personnel abide by and comply with all current and future "Governing Athletic Rules" (as defined herein). In fulfilling these obligations, Currie shall require and use his best efforts to

ensure that institutional control of the Athletics Department and its athletics programs is maintained by developing, implementing, and maintaining a vigorous and effective program for complying with and enforcing all applicable NCAA and Big 12 rules, including, without a limitation, that the compliance program includes a monitoring system for preventing and detecting NCAA and Big 12 rules violations and for educating all Athletics Department Personnel with regard to NCAA and Big 12 rules. Currie shall also work cooperatively with the University's Faculty Athletics Representative. For purposes of this Agreement, the term "Governing Athletic Rules" shall mean and refer to any and all current and future legislation, rules, regulations, directives, written 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 Big 12 or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's athletics programs as well as any applicable laws enacted by the State of Kansas and the U.S. Congress governing intercollegiate athletics. Currie covenants and agrees to personally comply with, and to exercise due care that all Athletics Department Personnel and student athletes comply with the Governing Athletic Rules relating to recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including, without limitation, the purchase and sale of game tickets and furnishing unauthorized transportation, housing, and meals, and with laws and Governing Athletic Rules relating to sports agents, gambling, betting, and

bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids. In the event Currie has knowledge of, or has reasonable cause to believe, that violations of the Governing Athletic Rules, University policies or laws have taken place, Currie shall inform the President and/or his designee as well as take all necessary measures to bring the University in compliance with all NCAA and Big 12 rules, to report any violations as required by the NCAA and/or the Big 12, and to take action to prevent a reoccurrence of any such violations.

- (g) Currie shall have the duty and responsibility to make appearances at Catbacker Club meetings and to conduct interviews for television, radio, Internet and other media outlets as requested by the President and/or his designee.
- (h) Currie or his designee shall have the duty and responsibility for making final decisions with respect to the scheduling (including dates, places and times) of all athletic contests in each sport and the selection of the opponent for each contest. By entering into this Agreement, Currie shall be granted delegated contracting authority to execute game contracts for KSA and the University provided that any such agreements are first reviewed and approved by the Office of University Attorney.
- (i) Currie shall have the duty and responsibility to assist in the recruitment of student athletes as requested by the head coach of a sport consistent with all applicable NCAA and Big 12 rules.
- (j) Currie shall have the duty and responsibility to require and to use his best efforts to ensure that the activities and operations of the Athletics Department comply with all

applicable state and federal laws and University policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- (k) Currie shall have the duty and responsibility to perform all other athletically-related tasks that the President may assign from time to time.
- (l) Currie shall conduct himself at all times in accordance with and be subject to the standards established for unclassified professional members of the University staff as provided in the University Handbook of the University, as it may be amended from time to time, adhere to applicable standards in the Employee Manual of KSA as it may be amended from time to time, and adhere to the ethics standards for officers and employees of the State of Kansas and the University, including submission of required ethics reports.
- (m) Currie shall not be involved in discreditable conduct that is inconsistent with the professional standards expected of the athletics director of an intercollegiate athletics program, or that is seriously prejudicial to the best interests of the University or KSA, or that violates that University's mission.
- (n) No later than September 1 of each year during the Term of this Agreement, Currie will submit to the President his performance objectives for the coming year. The performance objectives may be created from the following domains: (a) academic progress by student-athletes; (b) fiscal management; (c) fundraising; (d) increased departmental revenues; (e) competitive athletic accomplishments; (f) departmental

academic accomplishments; (g) Governing Athletic Rules compliance; and (h) equal opportunity and equity compliance.

3. Salary and Incentive Compensation. For each year during the Term of this Agreement, the University shall pay Currie an annual salary from public and private funds in the total amount of Three Hundred and Fifty Thousand (\$350,000.00) Dollars, payable in twenty-six (26) equal installments as consistent with KSA payroll (the “Annual Salary”).

The University’s obligation to Currie shall only extend for one Contract Year at a time pursuant to Kansas Board of Regents policy, but shall automatically renew for one year at the expiration of the prior Contract Year. At the conclusion of Currie’s last Contract Year as established by this Agreement, the University’s obligation shall not renew. To the extent that this Agreement purports to obligate the University to pay the Annual Salary beyond a current Contract Year, KSA expressly assumes the University’s obligation to make such payments beyond that current Contract Year, and KSA expressly represents and warrants that it is legally authorized to do so.

At the sole discretion of the President, Currie will be eligible for merit-based increases to his Annual Salary during the Term based upon his job performance; provided, however, that any such increases, if awarded, shall be consistent with the overall merit-based average salary increase available to all faculty and staff. Additionally, Currie shall be eligible for other increases to his Annual Salary and Incentive Compensation as determined and agreed by the parties and approved by the President derived solely from private or KSA agency funds. The parties agree that Currie shall receive the following bonus and incentive compensation:

(a) Athletic Team Performance Bonus.

Various Head Coaches earn bonuses based upon athletic-related accomplishments (e.g., Big 12 championships, football bowl appearance, post-season basketball tournaments and the like). In the event a Head Coach earns such a bonus, Currie will earn a bonus payable to Currie within 30 days of the end of each Contract Year. Any bonus over which Currie has direct or indirect control is not eligible (e.g., bonus for a good evaluation). In the event Currie does not complete a Contract Year, Currie will be entitled to any bonuses earned for sports in which the season was completed before Currie separated from employment. The bonus to be paid Currie will be 75% of the bonus paid to a Head Coach. The total of Athletic Team Performance Bonuses paid to Currie shall not exceed 75% of Currie's base Annual Salary in any Contract Year.

(b) Retention Incentive Payments.

(1) Upon successful completion of Currie's initial five (5) year term as Athletic Director (i.e., through June 6, 2014), Currie shall receive a single lump sum payment of \$250,000 payable within 30 days of June 6, 2014, provided that Currie is employed as Athletic Director at Kansas State University on June 6, 2014. In the event that Currie is terminated pursuant to Paragraph 13 of this Agreement, Currie shall receive \$50,000 for each 12-month period completed (calculated beginning June 6, 2009), payable within 30 days of termination. In the event Currie is no longer Athletic Director for any reason(s) other than termination pursuant to Paragraph 13 during the initial five (5) year term of his first Employment Agreement, Currie shall forfeit any such retention incentive and any funds set aside by KSA/University shall remain the sole property of KSA/University.

(2) Upon successful completion of Currie's last two years as Athletic Director (i.e., June 30, 2014 through July 1, 2016) under this Agreement, Currie shall receive a single lump sum payment of \$150,000 payable within 30 days of June 30, 2016, provided that Currie is employed as Athletic Director at Kansas State University on June 30, 2016. In the event that Currie is terminated pursuant to Paragraph 13 of this Agreement, Currie shall receive \$75,000 for each Contract Year completed (calculated beginning July 1, 2014), payable within 30 days of termination. In the event Currie is no longer Athletic Director for any reason(s) other than termination pursuant to Paragraph 13 during the term of this Agreement, Currie shall forfeit any such retention incentive and any funds set aside by KSA/University shall remain the sole property of KSA/University.

(3) Currie shall bear sole responsibility for the payment of taxes incurred on such payments. Currie agrees to save, hold harmless and indemnify KSA, University, their affiliates, and all officers, directors, trustees, employees, or agents of the foregoing 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 indemnified parties in connection with any audit, litigation, or other controversy involving in any way these retention incentive payments.

Notwithstanding the foregoing, Currie covenants and agrees to perform all duties and responsibilities provided in this Agreement in exchange for the Annual Salary. Accordingly, Currie shall not be entitled to any additional compensation for fulfilling the duties and responsibilities set forth in this Agreement.

4. University Benefits. As a University employee, Currie shall participate in the Kansas

Board of Regents retirement plan, according to its eligibility criteria, and up to the limits established by current IRS law and implementing regulations. Additionally, Currie shall be entitled to annual leave and sick leave, pursuant to Regents policy. Currie will receive the life insurance policy provided by the Regents system, and will be eligible to elect any additional coverage at his expense. Currie will be provided the State of Kansas employee health insurance plan, and the opportunity to participate with his family on the same terms as any other full-time University employee.

5. KSA Benefits. To the extent that KSA offers employee benefits that are not duplicative of those offered by the University, Currie may also receive those standard employee benefits. In addition to standard KSA benefits, Currie shall also receive the following benefits from KSA:

(a) Automobiles. KSA shall furnish Currie with a vehicle that is similar in terms of make and model to the types of vehicles provided to other University and Athletics Department administrators and a vehicle stipend of \$14,000 for use consistent with KSA's dealer vehicle loaner program. This obligation shall be contingent upon the ongoing availability of the dealer vehicle loaner program by supporters of the University's athletics programs, and if it is discontinued, then Currie shall receive an \$24,000 vehicle stipend. Upon the expiration or termination of this Agreement, Currie shall return any vehicle to KSA or to the dealer at the date and time requested by KSA, and any stipend payments shall be prorated to the Contract Year. Currie shall be required to pay all expenses for maintenance, operation, damage, and insurance of the loaned vehicles. As appropriate, KSA or the University shall withhold all applicable federal and state taxes as required by IRS guidelines and applicable law from Currie's compensation.

(b) Expense Reimbursement. KSA shall advance and/or reimburse Currie for his reasonable expenses to attend Athletics Department-related events or functions where his attendance is expected or beneficial to the University. Examples of such events or functions include, but are not limited to, the following: bowl games, NCAA championship events or tournaments, Big 12 championship events or tournaments, and regional and/or national athletics director meetings. In seeking such reimbursements, Currie shall comply with all applicable KSA policies. Additionally, KSA shall reimburse Currie for all other business related expenses as required and incurred in the performance of the duties required under this Agreement consistent with KSA policy or applicable law. As required by KSA policy or applicable law, KSA shall pay any such reimbursements with KSA local agency funds or unrestricted private funds donated in support of the institution's athletics programs.

KSA shall also advance and/or reimburse Currie for reasonable expenses in connection with his spouse and/or children's attendance at such events or functions, where customary, appropriate and available.

Beginning January 1, 2011, and prorated for the current Contract Year, Currie shall also receive a \$25,000 yearly discretionary expense allowance, paid on the same schedule as the Annual Salary.

(c) Tickets and Suites -- Personal Use. During the Term of this Agreement, and to assist Currie with the duties, responsibilities and obligation of promoting and enhancing the University's athletics programs, KSA shall provide Currie with one complementary ticket for himself and one for each immediate family member, up to six (6), for all University

sporting events in a premium section/location for personal use; up to six (6)

complimentary tickets for personal use at all away games and events to the extent such tickets are available to KSA; and up to six (6) complimentary tickets for personal use at all Conference, NCAA Tournament, bowl games, and other post season games and events in which the University is a participant to the extent such tickets are made available to KSA. If required by law, the KSA shall withhold all applicable federal and state taxes based upon the number of complimentary tickets provided to Currie for personal use.

(d) Tickets and Suites -- Professional Development. Further, Currie shall be provided for use to promote and enhance the sports programs, fund raising, and other activities of the Athletics Department at the University at all games and events, tickets as directed by Currie in premium locations at all home events in Manhattan or Kansas City; as soon as available, access to and use of a suite of a size determined by Currie (which may also include his immediate family during events) at all locations and sites of all home games for football, men's and women's basketball, and baseball for home events held in Manhattan; tickets for all away events, Conference, NCAA Tournament, bowl games, and other post season games and events in which the University is a participant and to the extent such tickets are made available to KSA; and other tickets all of which may be directed by Currie. All of the above identified tickets this Section 5(d) shall not be for resale or other compensation to Currie and will be marked accordingly.

(e) Club Memberships. During the Term of this Agreement, KSA shall provide Currie with a full club membership at Manhattan Country Club provided that sufficient KSA local agency or private funds are available to KSA to cover the cost of any initial and monthly

membership fees, including capital assessments. The memberships shall be subject to any terms and conditions imposed by the country club, including, without limitation, the right to revoke its membership. KSA shall not be responsible for any monthly food minimums or purchases of goods and services at the club, except as approved by the President for legitimate business expenses incurred at the club, such approval not to be unreasonably withheld. If required by law, KSA shall withhold all applicable federal and state taxes on the cost of any such memberships.

(f) Athletics Gifts. Currie may accept the various event recognition paraphernalia, championship rings, watches, and other devices or gifts commonly provided to the University for purposes of awards to student-athletes and University athletics officials in connection with ceremonies, championships, tournaments, and bowl games. Such items will be compensation to Currie and shall be coordinated with the Vice President for Administration and Finance for tax purposes, consistent with Section 5(g) of this Agreement.

(g) Taxation of Compensation and Benefits. The parties agree that the compensation and benefits described in Sections 3 through 5 above may constitute taxable income and Currie agrees the University or KSA will withhold appropriate taxes.

6. Outside Employment and Other Civic or Non-Profit Activities. In accordance with Kansas Board of Regents Policy Chap. II, F., 14, and University Handbook D40, which are incorporated herein by reference, Currie may engage in outside employment and civic or non-profit activities that will support his professional growth; provided, however, that any such outside work shall not create any conflicts of interest or conflicts of commitment of the time necessary to perform

his University responsibilities under this Agreement. Written approval of such outside employment shall be obtained from the President in advance of any such outside employment. Outside employment of Currie shall comply with applicable rules or regulations of the NCAA and the Big 12.

In accordance with NCAA Rule 11.2.2 and Kansas Board of Regents Policy Chap. II, F., 14, as the same may be amended hereafter, and such other rules and policies adopted by the NCAA or the University, Currie shall annually report outside employment for compensation, including all athletically related income and benefits from sources outside the University, and the time spent on all outside employment to the President. The report shall include a detailed accounting of all income over Five Hundred Dollars (\$500) received by Currie for participation in any athletically related activities. The date of such reports shall be determined by the University.

Currie shall effectively communicate to outside employers that the outside employment is his own responsibility and that in it he does not act as an agent or representative of the University. University facilities, property (including, but not limited to intellectual property), or team images shall not be used in such outside employment except with the prior written permission of the President or his designee, and payment of appropriate fees may be required. Under no circumstances shall the University guarantee any such outside employment.

All outside employment shall be independent of Currie's employment at the University, and the University shall have no responsibility or liability for claims arising therefrom. In the event the University terminates this Agreement, regardless of the reason or timing of such action, Currie shall have no claim or cause of action against University or KSA for loss of any contract or income he may have otherwise received from outside employment, including, but not limited to, consequential, incidental, punitive, or any other types of damages of any nature.

Without limiting the generality of the foregoing, such outside employment may include:

- (a) Consulting or Endorsements. Currie may serve on his own behalf as a consultant or may permit the use of his name, voice or image to advertise or endorse products or services (whether or not athletically related) under the following conditions:
- (i) The company, product or service must be national as opposed to regional in scope; and
 - (ii) The company, product or service may not be in direct competition at the retail (consumer) level with any firm incorporated or based in Kansas; and
 - (iii) The company may not provide a service or product that competes with a service or product for which the University or KSA has a contract for the benefit of the Athletics Department or the University, unless a written waiver of this provision is granted by the President or his designee; and
 - (iv) The endorsement or advertisement must not conflict with any University or KSA contract, including, but not limited to, any qualified sponsorship agreements; and
 - (v) The exposure must not be detrimental to the University and must be in good taste; and
 - (vi) Approval of such consulting or endorsements must be obtained in advance of the agreement and the providing of such services (such approval not to be unreasonably withheld);
 - (vii) Any consulting or endorsements (whether written, verbal or otherwise) shall not violate any Big 12 or NCAA rules, including, but not limited to, NCAA Bylaw 11.3.2.4.

Currie acknowledges that KSA and the University have contracted with and entered into qualified sponsorship agreements with manufacturers or vendors of athletic apparel, shoes, and other products, and Currie shall not contract directly as a consultant for such products and services or for the endorsement of such products and services.

- (b) Speaking Engagements. Subject to receiving the prior written approval of the

President or his designee, Currie may agree to make personal appearances or speeches for a fee provided that such appearances or speeches are outside of his responsibilities under this Agreement and provided further that such appearances or speeches are not inconsistent with the interests of the University or KSA.

7. University's Right to Use or Authorize the Use of Currie's Name, Image, and Likeness. Notwithstanding anything to the contrary contained in this Agreement, the parties covenant and agree that the University and KSA shall have the right to use Currie's name, likeness and image to promote the Athletics Department and the University as well as with respect to any contracts or sponsorship agreements entered into between the University or KSA and any sponsor, manufacturer, media rights company or vendor of athletic apparel, shoes and other products or services. Additionally, the University and KSA shall have the right to authorize, license, or to grant any such sponsor, manufacturer, media rights company or vendor the right to use Currie's name, likeness or image for the purpose of promoting the athletic apparel, shoes, or other products or services supplied to or on behalf of the University or KSA; provided, however, that any such use of Currie's name, likeness or image is in good taste and does not reflect negatively upon Currie. Currie covenants and agrees that he shall not have the right to enter into any endorsement or consulting agreements with any competitors of the University's or KSA's exclusive sponsors, manufacturers, media rights companies and/or vendors of athletic apparel, shoes or other products or services.

8. Television, Radio and Internet Appearances. Currie covenants and agrees to perform and carry out all duties and responsibilities assigned by the President to produce, tape, and market any television shows as well as to participate in all requested radio, internet, or other forms of media coverage of the Athletics Department and the University's athletics programs. Such duties shall not

be inconsistent with those typical of a major NCAA Division I FBS athletics director who works for an institution in a Bowl Championship Series conference or its equivalent. In the event that Currie believes that any such duties are inconsistent with those typical of a major NCAA Division I FBS athletics director who works at an institution in a Bowl Championship Series conference or its equivalent, Currie shall notify the President, and Currie and the President shall cooperate in good faith to resolve any issues.

9. Use of University Trademarks. Nothing in this Agreement or any amendments hereto shall constitute permission or license for Currie to use or to authorize third parties to use the University's trademarks or intellectual property in connection with any outside employment. A license to use the University's trademarks and/or other intellectual property must be obtained from and approved by the appropriate University officials or any agent of the University authorized to contract on behalf of the University.

10. Evaluation. The President shall evaluate Currie in writing annually prior to June 7 of each year of this Agreement and will discuss the evaluation with him. The first evaluation shall occur prior to June 7, 2010.

11. Dismissal for Cause. The University has the right to terminate the employment of Currie **for cause**. In the event Currie's employment is terminated by the University at any time for cause, Currie is not entitled to the payment of any salary, benefits or damages beyond the effective date of said termination for cause. Termination for cause means termination for Currie's misconduct. Examples of misconduct include, but are not limited to, the following:

- (i) Refusal by Currie in any material respect to perform the services required of him under this Agreement, including but not limited to Currie's unwillingness or inability to adequately perform Currie's job duties;

- (ii) Insubordination;
- (iii) Currie's conviction for a criminal offense involving fraud, or any conviction for a felony;
- (iv) Participation in an act which results in material injury to the reputation of the University;
- (v) Participation in an act of dishonesty, which act is materially inimical to the best interests of the University;
- (vi) Conduct of Currie that offends public decency or morality as shall be determined by the standards prevailing in the community;
- (vii) Misconduct, unethical conduct, or any other inappropriate or impermissible conduct described in the provisions set forth in Section 4 of the Intercollegiate Athletic Council of Kansas State University, Inc. Employee Manual. The parties agree that the provisions set forth in Section 4, in its entirety, of said Employee Manual are incorporated into this Agreement as cause for discharge under the terms of this Agreement;
- (viii) Violations of the University Handbook policies, including the Sexual Harassment Policy or Nondiscrimination policy;
- (ix) Knowing violation(s) of NCAA, Big 12 Conference, University or KSA rules and regulations as set forth in Section 2(f) of this Agreement, or repetitive violations;
- (x) If Currie knows or should have known of a serious rule violation of NCAA, Conference, University or KSA rules by a head coach, assistant coach, staff member, athlete, or other representative of the University's athletic interests and fails to promptly report it to the President of the University.

The University shall have no obligation to use progressive discipline (see Section 12, below) regarding Currie's misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline. In the event of dismissal for cause, all obligations of the University and KSA under this Agreement shall cease immediately;

provided, however, that the University shall be responsible to pay Currie all amounts of compensation he has earned, but remain unpaid, as of the date of termination.

12. Other Disciplinary Action. The University may take other disciplinary or corrective action short of dismissal for cause in the event of the occurrence of any act or event which could be grounds for dismissal for cause under Paragraph 14; for failing to report a secondary violation by any person of the NCAA or Big 12 constitution, by-laws, rules, regulations or interpretations thereof by the NCAA or Big 12, within a reasonable amount of time of his learning of such violations; or if it is determined that Currie has failed to properly supervise or instruct any employee assigned to the Athletics Department who has violated any NCAA rule or if Currie has engaged in conduct which is clearly contrary to the character and responsibilities of his position. Other disciplinary or corrective action may include, but is not limited to, the following: suspension for a period of time without pay; reduction of salary and incentive compensation; loss or reduction of the amount of any special allowances for unusual expenses, or other disciplinary or corrective action which may be authorized by the provisions of the NCAA enforcement procedures.

13. Termination at Convenience of the University. By giving written notice to Currie, the University shall have the right to terminate this Agreement for any reason at any time. In the event the University terminates this Agreement under the provisions of this paragraph, Currie covenants and agrees to accept payments – equal to the Annual Salary for the remaining term of the contract, not to exceed \$950,000 – as full and complete satisfaction of any obligations of the University and KSA of any nature whatsoever. These payments shall be made to Currie biweekly to coincide with the timing of the regular University payroll system. These payments shall be subject to withholding for which Currie shall receive a W-2, and shall be payable regardless of Currie's employment status

after termination.

In consideration of this payment, Currie shall, and does hereby, release and discharge the University and KSA, and their officers, board members, and employees, from and against any liability of any nature whatsoever related to or arising out of this Agreement and/or any amendments hereto, Currie's employment at the University, and Currie's termination for convenience of the University hereunder, including, but not limited to, the following: any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law.

Currie further covenants and agrees that he knowingly and voluntarily accepts this payment, after consulting with his legal counsel or after voluntarily choosing not to consult legal counsel, in full and complete satisfaction of any and all obligations of the University and KSA and as an alternative to the time, expense, and trouble of any future litigation. Currie acknowledges and intends for the University to rely upon this provision in entering into this Agreement.

Without limiting the generality and applicability of the foregoing release and waiver, Currie further covenants and agrees that the University's offer and his acceptance of any salary increase or renewal or extension of the Term of this Agreement shall be sufficient and valuable consideration which shall operate as an automatic, absolute and unconditional release, discharge and waiver of any and all claims of any nature whatsoever (including, but not limited to, any and all claims arising from or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law) that Currie has or might have asserted prior to accepting any salary increase or renewal or extension of the Term of this Agreement.

14. Termination by Currie – Salary Repayment. In the event Currie terminates this

Agreement to accept an athletics director position or administrative position with any other college, university, or professional organization at any time prior to the end of the Term of this Agreement, then Currie shall be responsible to tender and pay or have paid on his behalf liquidated damages to the University in an amount of \$175,000. This payment shall be made to the University no later than 60 days following the actual date of termination by Currie. This Section shall not apply if there is less than one Contract Year remaining on this Agreement at the time of termination.

Currie covenants and agrees that the University will commit substantial financial resources to the success of its athletics programs and its Athletics Department, and that if Currie terminates this Agreement to accept other employment as set forth hereinabove, the University will suffer damages the amount, nature, and extent of which is difficult to determine and that may include, but not be limited to, additional expenses to search for and employ another Director of Athletics, salary or other compensation to hire another Director of Athletics, tangible and intangible detriment to the Athletics Department of the University and the support of its fans and donors. Accordingly, the parties covenant and agree that the amount of liquidated damages payable to the University hereunder is fair and reasonable.

In consideration of payment of the foregoing amounts, the University shall release Currie from any further obligations under this Agreement and shall also release Currie's new employer from any claims or actions which the University might have against such employer. Likewise, Currie shall release the University and KSA, and their employees, officers, and board members, from any obligations hereunder. The requirements of this provision shall survive the expiration or termination of this Agreement.

15. Other Employment. Currie covenants and agrees that neither he nor any individual or

organization acting on his behalf shall discuss, seek, or apply for other employment without first providing prior written notice to the President.

16. Disability of Currie. In the event Currie shall become disabled during the Term of this Employment Agreement, the University shall continue to provide Currie's salary and all benefits set out in Paragraphs 3 and 4 of this Agreement until such time as Currie shall receive disability payments under the disability insurance policy offered to all appointed University employees and/or any other disability insurance policy Currie may elect to purchase at his sole cost and expense; provided, however, that Currie and/or his personal representatives shall cooperate and take all necessary steps to initially obtain and thereafter maintain coverage under a policy of disability insurance and shall also take all necessary steps to obtain payments under such coverage if Currie becomes disabled. During the period of any such disability, the University may reassign Currie to a position of equal salary and benefits, whereupon Currie shall no longer be entitled to receive other benefits associated with the position of Athletics Director. The University's obligation to Currie hereunder shall cease at the termination of the waiting period (expressed as a period of days) that may appear in the group disability policy under which Currie is covered, but only if the payments to Currie under such policy commence at the termination of any such waiting period. Otherwise, the University's obligation to Currie hereunder shall cease when such payments under any such policy commence.

17. Death of Currie. This Agreement and any amendments hereto shall terminate automatically in the event of Currie's death before the end of the Term or any extensions of the Term; provided, however, that the University shall be responsible to pay all amounts of compensation earned by Currie but which remain unpaid as of the date of Currie's death.

18. Prior Conduct Covenants. Currie covenants and warrants:

- (a) That he is not aware of, nor has he in the last seven years engaged in:
 - (i) Any prior conduct that violated the provisions of the NCAA Manual or of any recognized athletic conference;
 - (ii) Any prior conduct involving violations of rules or regulations of a prior employing academic institution regarding academic integrity;
 - (iii) Any prior conduct that would constitute a crime involving moral turpitude, violence or dishonesty; or
 - (iv) Any prior conduct that constitutes a crime in which the victim was a student-athlete or student; and
- (b) That if the statements made above are not true, University, in its discretion, may terminate this Agreement for cause pursuant to Section 11 of this Agreement, or take other disciplinary action unless the circumstances of such conduct have been disclosed to the University and the University has retained Currie's services after disclosure of the prior conduct.

19. Severability. If any provision of this Agreement or any amendment hereto is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. The unenforceability or invalidity of any provision, however, shall not affect any other provision of this Agreement or any amendment hereto, and this Agreement and any amendments hereto shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

20. Non-Assignment. Neither party may assign this Agreement without the prior written consent of the non-assigning party, except that the University or KSA may assign this Agreement in

the event of a merger or reorganization of the University or KSA.

21. Applicable Law and Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Kansas without regard to its choice of law principles. Any lawsuit filed regarding this Agreement or Currie's employment with the University shall only be filed in the District Court of Riley County, Kansas. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall be deemed, construed or operate as a waiver of the sovereign immunity of the University or any immunities or defenses to suit available to any University officials, employees, or representatives.

22. Binding Effect. This Agreement binds and is for the benefit of the University and KSA and their successors, assigns, and legal representatives, and of Currie and his heirs, assigns, and personal representatives.

23. Notices. All notices, requests, demands, and other communications permitted or required by this Agreement will be in writing, and either delivered in person; sent by overnight delivery service providing receipt of delivery; or mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other party. Any notice sent by hand delivery or by overnight courier will be deemed to have been received on the date of such delivery. Any notice sent by mail will be deemed to have been received on the third business day after the notice will have been deposited in the mail. All such notices and communications, unless otherwise designated in writing, will be sent to:

If to University:	Office of General Counsel
	Kansas State University
	111 Anderson Hall
	Manhattan, KS 66506

With copies to: Office of the President
Kansas State University
110 Anderson Hall
Manhattan, KS 66506

If to Currie: John Currie
Bramlage Coliseum
1800 College Avenue
Manhattan, KS 66502

With copies to: J. Thomas Jones
Jones Meadows & Wall, PLLC
P.O. Box 377
Knoxville, Tennessee 37901

Either party may amend his or its address for giving notice by providing written notice of any new address to the other party.

24. Headings. The paragraph headings contained in this Agreement or any amendment hereto are for reference purposes only and will not affect in any way the meaning or interpretations of this Agreement or any amendment hereto. The recitals set forth at the beginning of this Agreement shall be treated as substantive provisions and construed in harmony with the other terms of this Agreement.

25. Authority. Each party warrants and represents that he or it has the full right, power and authority to enter into this Agreement and to undertake the covenants, duties, and obligations set forth in this Agreement.

26. Entire Agreement and Amendment. This Agreement contains the entire agreement between the parties, and revokes and supersedes any prior or contemporaneous agreement or representation, oral or written, between them. This Agreement may not be modified or changed, nor may the Term of this Agreement be extended, except by a written instrument signed by Currie, the

President of the University, and the Vice-Chairperson of the KSA Board of Directors. Each party represents and warrants that it has not been influenced by any person to enter into this Agreement, nor relied on any representation, warranty, or covenant of any person except for those representations, warranties, and covenants of the parties set forth in this Agreement. The failure of either party to require performance by the other party of any provision of this Agreement or any amendment hereto shall not be deemed to subsequently affect the party's rights to enforce a provision hereof. A waiver of a breach of any provision of this Agreement or any amendment hereto is not a waiver of any other breach of the provision or waiver of the provision.

Each party agrees: (a) that it will be unreasonable for either party to have or rely on any expectation not contained in the provisions of this Agreement or any amendments hereto; (b) that if either party has or develops an expectation contrary to or in addition to the provisions of this Agreement as the same may be amended from time to time, such party shall have a duty to immediately give notice to the other party; and (c) that if either party fails to obtain an amendment to this Agreement, as the same may be amended from time to time, after having developed an expectation contrary to or in addition to the provisions of this Agreement, such failure will be an admission for evidentiary purposes in any litigation that the expectation was not reasonable and was not part of the final binding Agreement between the University and Currie. The course of dealing between the University and Currie will not modify or amend this Agreement or any amendment hereto in any respect.

27. Time. Time is of the essence with regard to the performance of all aspects of this Agreement.

28. Mutual Drafting. The parties covenant and agree that the rule of construction that any

ambiguity is construed against the drafting party shall have no application or effect in any dispute over the interpretation or application of this Agreement or any amendments hereto.

29. Independent Judgment. The parties represent and warrant to one another that this Agreement is entered into based on each party's independent analysis, with the advice of counsel if so desired, of the facts and legal principles relevant to the terms and conditions of this Agreement.

30. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Faxed signature pages and/or PDF copies of signed signature pages shall be binding upon the parties provided that the original signature pages are exchanged within a reasonable period of time after their execution.

31. Disclosure of Agreement. Currie covenants and agrees that the University may release, without prior notice to Currie, a copy of this Agreement and any amendments to the Agreement, to any individual requesting a copy under the Kansas Open Records Act. As soon as practical after releasing the Agreement and/or any amendments to the Agreement, the University shall provide Currie with a copy of the request.

32. Approval of President. The signature below of the President of the University indicates his concurrence with the terms of this Agreement.

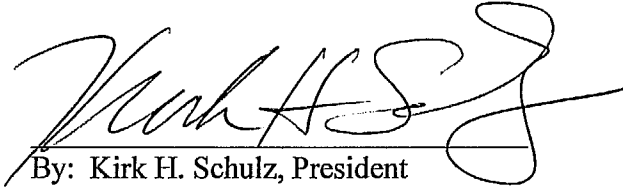
33. Term appointments. With the exception of each yearly Term Appointment form entered into by the parties hereto, this agreement constitutes the entire agreement between the parties. It is specifically acknowledged and understood that during the term of this Agreement, Currie will sign Term Appointment forms for payroll purposes. It is further specifically acknowledged and agreed that in the event of any conflict between the language in this

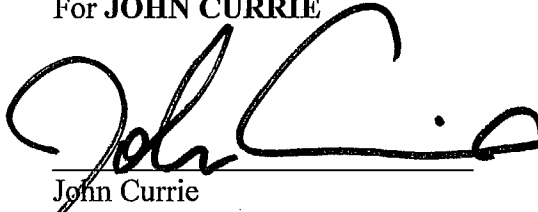
Agreement and any Term Appointment form, this Agreement will strictly control and supersede the Term Appointment.

IN WITNESS WHEREOF, the parties hereto set their hands on this 20 day of December, 2010.

For KANSAS STATE UNIVERSITY

For JOHN CURRIE

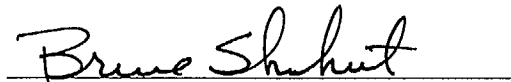

By: Kirk H. Schulz, President


John Currie

Date: 12-21-2010

Date: 20 Dec 2010

For K-STATE ATHLETICS, INCORPORATED (KSA)


By: Bruce Shubert, Vice-Chairman and Secretary/Treasurer, by
authorization of the KSA Board of Directors

Date: 12-20-10