

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), is entered by and between the Board of Governors of Missouri State University, Springfield, Missouri (“University”) and Ryan Beard (“Coach Beard”), and is effective as of June 1, 2024 (“Effective Date”).

WHEREAS, under an Employment Agreement between the Parties with an effective date of January 15, 2023, Coach Beard was employed as the head coach of its intercollegiate football program (“Head Football Coach”),

WHEREAS, University and Coach Beard seek to extend and amend the terms of Coach Beard’s employment as the Head Football Coach, under the terms and conditions set forth herein; and

WHEREAS, as of the Effective Date indicated above, this Agreement hereby terminates, supersedes and replaces the prior employment agreement effective January 15, 2023.

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

- 1. Term of Employment.** The University does hereby employ Coach Beard as Head Football Coach of its intercollegiate football team (“Team”) for a term commencing on June 1, 2024 and continuing through January 14, 2029 (“Term”), subject to extension, renewal, or termination on the terms and conditions hereinafter provided. Each year within the Term, and each year any renewal term, thereafter, will be referred to as a “Contract Year.” The parties agree to review the terms and conditions of the Agreement after the 2024-2025 intercollegiate football season.

- (a) **Automatic Extension of Employment Agreement.** The Term of the Agreement will be automatically extended by one (1) Contract Year for each season that the Team wins seven (7) or more games (regular and postseason). For example, if the Team wins seven (7) or more games four (4) times during the Term, the Term of the Agreement will be automatically extended for a total of four (4) Contract Years. Unless otherwise noted, Coach Beard's Base Salary for any extension pursuant to this, Section 1(a) will be Fifty-Thousand Dollars (\$50,000.00) greater than the Base Salary of the immediately preceding Contract Year.
- (b) **Extension By Mutual Agreement.** In addition to the automatic extension terms contemplated by Section 1(a) above, this Agreement may be extended by the mutual agreement of the parties, provided that such mutual agreement shall be formally memorialized in writing consistent with Section 11.

2. **Duties.** During each year of the Term, Coach Beard shall be responsible for fulfilling the following duties:

- (a) **Head Football Coach.** Coach Beard shall serve the University as its Head Football Coach, and shall at all times devote his whole professional time, attention, and energies to the conduct and coaching of the Team on behalf of the University, and to the administration and management of his coaching staff, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a Head Football Coach at a college or university.

- (b) **Television Show.** During each year of the Agreement, and commencing on the Effective Date, as part of his required duties, Coach Beard shall participate in a television show called the “Coach Beard Football Show” (or similar) (“TV Show”) to promote the good will of the University and publicize its programs. In participating in the TV Show, Coach Beard will in no way engage in conduct that does not well represent the University or the media outlet.
- (c) **Radio Show and Coach’s Call-In Show.** During each year of the Agreement, and commencing on the Effective Date, Coach Beard shall participate in a radio show with Missouri State University’s Sports Radio Network called the “Before and After Game Show” (or similar) (“Radio Show”) to promote the goodwill of the University and publicize its programs. In participating in the radio show, Coach Beard will in no way engage in conduct that does not well represent the University or the media outlet. Coach Beard may elect to have an assistant coach be interviewed on the Before Game Show but agrees that only he will be interviewed in the Post Game Show unless permitted by the radio outlet. Regarding a weekly coach’s call-in show, such a show shall be held on a weekly basis at a locational mutually agreeable to Coach Beard and Meyer Communications, Inc. Coach agrees to do this show with a representative of Meyer Communication’s on a weekly basis during the football season.
- (d) **Other Activities Permitted.** Notwithstanding any other language in the Employment Agreement, including the other provisions in this Section 2,

Coach Beard shall be permitted to conduct summer football camps or clinics for his sole benefit as further described herein. In addition, Coach Beard shall be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third-party opportunities so long as such activities are not inconsistent with the Agreement, do not represent a conflict of interest consistent with University policy, and/or are not violative of NCAA/conference regulations, and with the prior written approval of the Director of Athletics, which approval shall not be unreasonably withheld.

3. Compensation. During the Term of the Agreement, the University shall pay Coach Beard the following compensation:

(a) Base Salary.

i. Contract Year 1. From June 1, 2024 – January 14, 2025 (Contract Year 1), University shall pay Coach Beard an annual salary of Three Hundred Fifteen Thousand Dollars (\$315,000.00) (approximately \$26,250 per month, base monthly rate, before withholding) (“Base Salary”). For the avoidance of confusion, the Parties agree that Coach Beard will receive a prorated portion of his Contract Year 1 Base Salary calculated from June 1, 2024 through January 14, 2025 (at approximately \$26,250 per month, base monthly rate before withholdings).

ii. Contract Year 2. Effective January 15, 2025, the University shall increase Coach Beard’s Base Salary to Four Hundred Fifty Thousand Dollars (\$450,000.00).

iii. Contract Year 3. Effective January 15, 2026, the University shall increase Coach Beard's Base Salary to Five Hundred Thousand Dollars (\$500,000).

iv. Contract Year 4. Effective January 15, 2027, the University shall increase Coach Beard's Base Salary to Five Hundred Twenty Thousand Dollars (\$520,000).

v. Contract Year 5. Effective January 15, 2028, the University shall increase Coach Beard's Base Salary to Five Hundred Forty Thousand Dollars (\$540,000).

vi. Across-the-Board Salary Increases. For the duration of the Agreement, Coach Beard's Base Salary shall be subject to any and all across-the-board salary increases provided to University's other employees, including any across-the-board salary increases provided on or after July 1, 2024.

(b) **Payment Via University's Standard Payroll Procedure.** Coach Beard's salary shall be paid in equal sums at such intervals as the 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 Beard in consideration of his: (i) duties as the University's Head Football Coach, (ii) TV Show duties, as specified in Section 2(b); (iii) Radio Show duties, as specified in Section 2(c); and (iv) for attending University alumni/fundraising events as requested

(d) **Eligibility for Incentive Payments.** Coach Beard shall be eligible for additional incentive payments as specified in Section 6.

4. **Additional Entitlements.** In addition to the compensation described in Section 3, Coach Beard shall receive the following entitlements:

(a) **Fringe Benefits and Privileges.** The benefits and privileges accorded the University administrative, professional and staff employees, such as, but not limited to, paid vacation, paid sick leave, worker's compensation, Missouri State Employees Retirement System ("MOSERS"), hospitalization/medical insurance, life insurance, long-term disability insurance, and other benefits established by the Board of Governors will likewise be accorded to Coach Beard. It is agreed that the terms and conditions in the Faculty Handbook will not be regarded as a part of the Agreement, and that Coach Beard is not on tenure-track and is not receiving tenure.

5. **Football Camp(s).** University acknowledges that it is in the interest of the University to have a football camp(s) during the summer. In this regard, Coach Beard may conduct annual 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 cancelled or terminated.

(a) **University Fee Per Camp Enrollee.** Coach Beard agrees to pay the University three dollars (\$3) per person for each camp enrollee up to a maximum of 1,000 camp enrollees per camp for the rental of Robert W. Plaster Stadium. ("Plaster Stadium").

- (b) **Insurance Obligations.** Coach Beard 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 Beard 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 Beard will attend and require his staff to attend any University-required mandated reporter and/or Title IX trainings prior to conducting any football camps.
- (d) **Use of University's Athletic Facilities.** In addition to Plaster Stadium, Coach Beard shall be entitled to use other University facilities (including GSB Arena, the Greenwood Gym, and McDonald Arena) in conducting football camps, subject to scheduling and availability. Coach Beard 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 Beard 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

Beard 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 Beard does not guarantee any number of football camp participants or enrollees.
- (g) **Registration Fee, Revenue for Football Camps.** The registration fee for each football camp enrollee shall be established by Coach Beard. Coach Beard 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 Beard may use the University names, logos, and depictions in brochures and similar camp documentation.
- (i) **Audit Right of University.** To the extent necessary to permit the University to ensure compliance with all applicable NCAA rules, Coach Beard 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 Beard shall be entitled to receive certain payments (before taxes) if the Team performs to certain levels of achievement as set forth below:

(i) **GPA.** Coach Beard shall be paid the amount of Seven Thousand Five Hundred Dollars (\$7,500) for each academic year that the Team's annual cumulative GPA average is equal to or greater than 3.5 (on a 4.0 scale), as calculated by the University. Coach Beard shall be paid the amount of Five Thousand Dollars (\$5,000) for each academic year that the Team's annual cumulative GPA average is between 3.0 and 3.49 (on a 4.0 scale), as calculated by the University.

(ii) **Academic Progress Rate ("APR").** Coach Beard shall be paid the amount of Twelve Thousand Five Hundred Dollars (\$12,500) for each year the Team's NCAA cumulative calculated APR averages above 980, as calculated and confirmed by the University. Coach Beard shall be paid the amount of Ten Thousand Dollars (\$10,000) for each year the Team's NCAA cumulative calculated APR averages between 970 and 979, as calculated and confirmed by the University. Coach Beard shall be paid the amount of Seven Thousand Five Hundred Dollars (\$7,500) for each year the Team's NCAA cumulative calculated APR averages between 960 and 969, as calculated and confirmed by the University. Coach Beard shall be paid the amount of Five Thousand Dollars (\$5,000) for each year the Team's NCAA cumulative calculated APR averages between 950 and 959, as calculated and confirmed by the University.

(iii) **MVCF Conference Championship or Co-Championship.** In the event that the Team finishes a season as champions or co-champions in the

Missouri Valley Conference (“MVCF”), an additional Ten Thousand Dollars (\$10,000.00) will be paid to Coach Beard.

(iv) Conference USA Conference Championship Game Win. In the event that the Team wins the Conference USA (“C-USA”) Conference Championship Game, an additional Twenty-Five Thousand Dollars (\$25,000.00) will be paid to Coach Beard.

(v) MVCF Conference Runner-Up or Co-Runner-Up. In the event that the Team finishes a season as runner-up or co-runner-up in the MVCF, an additional Five Thousand Dollars (\$5,000.00) will be paid to Coach Beard.

(vi) C-USA Conference Championship Game Appearance. In the event that the Team appears in the C-USA Conference Championship Game, an additional Fifteen Thousand Dollars (\$15,000.00) will be paid to Coach Beard.

(vii) Six (6) or More Team Wins. In any season that the Team wins six (6) games (including both regular and postseason games), an additional Ten Thousand Dollars (\$10,000) will be paid to Coach Beard. An additional Five Thousand Dollars (\$5,000) will be paid to Coach Beard for each game won above six (6) games in any season (including both regular and postseason games). For example, if the Team won nine (9) games (including both regular and postseason games), Coach Beard would receive Twenty Five Thousand Dollars (\$25,000). However, if the Team wins five (5) games, or fewer (including both regular and postseason games), Coach Beard would receive no additional compensation pursuant to this provision.

(viii) Win Over Power Five Conference Opponent. In the event that the Team defeats an opponent from a Power Five conference, as defined herein, during the regular season, Coach Beard will be paid an additional Fifteen Thousand Dollars (\$15,000.00) for each win. For purposes of this provision, a Power Five Conference opponent means any football program that is a member of the: Southeastern Conference, Big 10 Conference, Big 12 Conference, Pac-12 Conference, and the Atlantic Coast Conference (and their successors), plus the University of Notre Dame.

(ix) Eligibility for the FBS College Football Playoffs (“CFP”). In any season that the Team qualifies for the CFP, Coach Beard will be paid an additional One Hundred Thousand Dollars (\$100,000).

(x) CFP Wins or Byes. In any season that the Team wins or receives a bye in the CFP, Coach Beard will be paid an additional Seventy-Five Thousand Dollars (\$75,000) per win or bye received.

(xi) CFP National Championship. In the event that the Team wins the CFP National Championship, Coach Beard will be paid an additional One Hundred Thousand Dollars (\$100,000).

(xii) Non CFP Bowl Game. In the event that the Team appears in a non-CFP Bowl Game, Coach Beard will be paid an additional Fifteen Thousand Dollars (\$15,000). In the event that the Team wins the non-CFP Bowl Game, Coach Beard will be paid a total of Twenty Thousand Dollars (\$20,000) as additional compensation. For the avoidance of doubt, the maximum amount

of additional compensation that Coach Beard may receive pursuant to this provision is Twenty Thousand Dollars (\$20,000).

(xiii) MVCF Coach of the Year. Coach Beard shall be paid Five Thousand Dollars (\$5,000) should he be named Missouri Valley Coach of the Year by the Missouri Valley Conference coaches or the Missouri Valley Conference media.

(xiv) C-USA Coach of the Year. Coach Beard shall be paid Fifteen Thousand Dollars (\$15,000) should he be named the C-USA Coach of the Year by the Conference USA coaches or C-USA media.

(xv) National Coach of the Year Award. In any Contract Year that Coach Beard is named a National Coach of the Year by a nationally recognized poll or association (e.g. American Football Coaches Association, the Associated Press, Bear Bryant, Eddie Robinson, Sporting News, or ESPN), he will receive an additional Fifty Thousand Dollars (\$50,000.00). For the avoidance of doubt, in the event that Coach Beard is named a National Coach of the Year by multiple outlets, he will only be entitled to one (1) Fifty Thousand Dollar (\$50,000) payment.

(xvi) Attendance. In the event that the average home attendance (including paid and unpaid attendance) for the football season exceeds 10,000, Coach Beard will receive an additional Two Thousand Five Hundred Dollars (\$2,500.00). Once the average attendance for a season exceeds 10,000, in order to earn additional incentive pay for attendance, the average attendance must continue to increase. For example, in Contract Year Three, the average

attendance is 10,001. Coach Beard will be paid \$2,500 for year one. In order to achieve attendance incentive pay for Contract Year Four, the average attendance must be 10,002 or greater.

(xvii) Final Top 25 Ranking. Coach Beard shall be paid an additional Twenty Five Thousand Dollars (\$25,000) in the event that the Team is ranked in one or more of the Top 25 of any nationally recognized poll (e.g. Associated Press, College Football Playoff Ranking, or Group of 5 Poll). For the avoidance of doubt, in the event the Team appears in the Top 25 of multiple nationally recognized polls, he will only be entitled to one (1) Twenty Five Thousand Dollars (\$25,000) payment.

(xvii) Timing of Incentive Payments. All such achievement payments will be paid to Coach Beard 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) Club Memberships. The University will pay periodic dues for Coach Beard and his family which will entitle him to a membership, including golf and social privileges, at Hickory Hills Country Club.

(c) Expense Allowance. All necessary and reasonable expenses incurred by Coach Beard while recruiting or on official business for the University's football or athletics program will be paid to Coach Beard, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics upon presentation of expense vouchers and supporting documents, and such approval shall not be unreasonably withheld.

- (d) **Use of Automobile.** University shall furnish Coach Beard with an automobile for his business and personal use for the duration of this Agreement. Coach Beard shall be responsible for ensuring that the automobile is insured with policy limits acceptable to the University, and the University shall pay/reimburse Coach Beard for all insurance and maintenance costs associated with his use of the automobile. If such an automobile is not available, the University will provide Coach Beard with an automobile allowance in the amount of five hundred dollars (\$500.00) per month and shall pay/reimburse Coach Beard for all insurance and maintenance costs.
- (e) **Tickets.** Coach Beard shall be entitled up to twelve (12) tickets in a suite designated by the University to each home football game at no cost to him for personal use and additional tickets as necessary to assist Coach Beard in promoting and enhancing the University's football program. He shall also be entitled up to twelve (12) tickets to any post-season and/or playoff games that the Team participates in for his personal use at no cost to him. Coach Beard will likewise be entitled up to six (6) tickets to each home game of the University's men's and women's basketball teams, at no cost to him.
- (f) **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 and payments made to Coach Beard, unless otherwise authorized in writing by Coach Beard.

7. **Professional and Moral Conduct Required.** It is understood Coach Beard is being employed by the University, a member institution of the National Collegiate Athletic Association (“NCAA”), for the purpose of administering, conducting, and coaching the Team. Coach Beard acknowledges and understands that NCAA Bylaw 11.1.1 imposes a presumption of head coach accountability for impermissible acts related to the Team that are committed by those who report to the head coach. Accordingly, Coach Beard agrees he will diligently conduct the football program under his direction in such a manner that NCAA regulations and codes of conduct, whether now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- (a) Coach Beard will make best efforts to ensure that the Team’s student-athletes comport themselves with honesty and sportsmanship at all times.
- (b) Coach Beard 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.
- (c) Coach Beard shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events Committee.
- (d) Except as is ordinarily done by a football coach at a university (e.g. performance evaluations in response to an official scouting request), Coach Beard shall not represent 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.

(e) Coach Beard is required to provide a written detailed account annually to the University President for all athletically-related income and benefits from sources outside the University. 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; and
- Television and radio programs.

Coach Beard acknowledges that he has an affirmative obligation to cooperate fully in the NCAA/University infraction process, including the investigation and adjudication of a case of infraction. Furthermore, the Parties recognize that if Coach Beard is found in violation of NCAA regulations he may be subject to disciplinary or corrective actions as set forth in the provision of the NCAA infractions process, including suspension without pay and/or termination of employment under Section 8(b).

8. Termination Due to Expiration, Incapacity, or For Cause.

(a) **Termination Due to Expiration of Term.** If no extension of the Agreement beyond the Term is made, this Agreement shall terminate as of the last day of such term (i.e., January 14, 2029).

(b) **Termination for Incapacity; Cause.** The Agreement may be terminated at any time during the Term, or any renewal or extension thereof, 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 Beard becomes totally disabled within the meaning of the University's disability insurance for employees of Coach Beard's staff classification so that he qualifies under the University's long-term disability plan, or if Coach Beard becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach Beard 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 Beard's University disability plan benefits are not sufficient to fund his compensation during the one hundred eight (180) day waiting period to qualify under the University's long-term disability plan, the University will supplement those benefits to ensure Coach Beard receives his full compensation during such waiting period.

(ii) **For Just Cause.** The term "just cause" is defined as acts by Coach Beard 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, Level

1 or 2 infractions of NCAA rules and regulations that occur during the Term or any renewal or extension thereof, prolonged absence from duty without the consent of the Athletic Director, and/or 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 Beard 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 Beard's employment, under Section 8(b)(ii) above, Coach Beard 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.

(a) **Termination Without Cause by Coach Beard.** Coach Beard 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 then applicable Monthly Adjusted Base Salary and the remaining months of this Employment Agreement. For purposes of calculating the Monthly Adjusted Base Salary, the current Base

Salary will be divided by twelve. The Liquidated Damages Amount is calculated by multiplying the number of months remaining in the Agreement by the Monthly Adjusted Base Salary, and dividing that amount by two. The resulting sum is the Liquidated Damages Amount. For example, if in Contract Year 4 of the Term with fifteen (15) months remaining because no automatic extensions have been earned pursuant to Section 1(a), the Liquidated Damages Amount would be Three Hundred Twenty-Five Thousand Dollars (i.e., $((\$520,000 / 12) \times 15) / 2 = \$325,000$). 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 Beard 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 Beard's services. Said Liquidated Damages Amount will be paid within thirty (30) days following the effective date of Coach Beard's 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 in any Contract Year by notification to Coach Beard in writing, on or before January 14th ("Termination Date"). It is understood and agreed that termination does not require Just Cause or any cause. In the event of termination by University, Coach Beard shall receive payment for the number of months remaining on the Agreement times the current Monthly Adjusted

Base Salary. For example, if the University terminates the Agreement in Contract Year 4 with fifteen (15) months remaining because no automatic extensions have been earned pursuant to Section 1(a), the Liquidated Damages Amount would be Six Hundred Fifty Thousand Dollars (i.e., $((\$520,000 / 12) \times 15) = \$650,000$). Said Liquidated Damages Amount will be paid within thirty (30) days following the termination date and will be in full and complete satisfaction of all amounts which would be otherwise payable to Coach Beard after the termination date. MOSERS retirement will not be paid on the Liquidated Damages Amount. Social Security (e.g., FICA, Medicare tax) only will be paid on Liquidated Damages Amount, and standard payroll deductions for Social Security and income tax will be withheld. Within thirty (30) days of the Termination Date, Coach Beard will also be paid any and all amounts the he has actually earned on or before the Termination Date.

10. Missouri Law. This Agreement shall be interpreted and construed in a manner consistent with the laws of the State of Missouri, including, without limitation, the Missouri Sunshine Law, set forth at Mo. Rev. Stat. § 610.010, *et seq.* Coach Beard acknowledges that the Agreement is a public document under the Sunshine Law which the 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 term sheets having been incorporated herein. For the avoidance of doubt, this Agreement supersedes and terminates

the parties original Employment Agreement with an effective date of January 14, 2023. This Agreement may only be amended by a writing signed by the parties.

12. Notice. All notices and other communications under this Agreement shall be in writing and shall be given by first-class mail, receipted overnight courier, certified or registered with return receipt requested or hand delivery acknowledged in writing by the recipient personally, and shall be deemed to have been duly given three days after mailing or immediately upon duly acknowledged receipt by hand delivery, or overnight courier to the respective persons named below. Either Party may change such Party's address for notices by written notice duly given in accordance with this Section.

If to the University: Missouri State University
 Intercollegiate Athletics
 901 S. National Ave.
 Springfield, MO 65897

With a Copy to: Missouri State University
 Division of Legal Affairs & Compliance
 901 S. National Ave.
 Springfield, MO 65897

If to Coach: Ryan Beard
 901 S. National Ave.
 Springfield, MO 65897

With a copy to: Clint Dowdle & Jacques McClendon

 WME

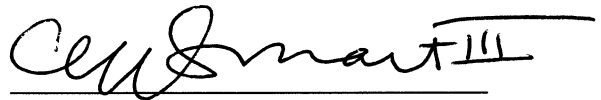
 1201 Demonbreun St., Floor 14

 Nashville, TN 37203

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by the foregoing means shall be deemed to be their original signatures for all purposes.

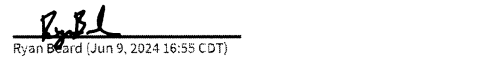
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date indicated above.

**BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**



Clifton M. Smart, III
President

COACH RYAN BEARD


Ryan Beard (Jun 9, 2024 16:55 CDT)

Ryan Beard
Head Football Coach