

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is by and between the WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC., a not-for-profit corporation organized under the laws of Kansas (hereinafter "ICAA"), a corporation affiliated with WICHITA STATE UNIVERSITY, a state educational institution of Kansas (hereinafter "WSU") and Lou Gudino (hereinafter "GUDINO").

ICAA requires the services of an individual to serve as full time men's basketball assistant coach for the Wichita State University's men's intercollegiate basketball team (hereinafter "WSU Men's Basketball Assistant Coach") and

GUDINO meets the ICAA's qualifications to serve as a WSU Men's Basketball Assistant Coach and is available for employment in said capacity by the ICAA; and

ICAA desires to employ GUDINO as WSU Men's Basketball Assistant Coach and GUDINO desires to be so employed to the mutual benefit of both parties; and

ICAA and GUDINO believe it to be in their mutual best interest to enter into this MOU to serve as the parties binding agreement, allowing GUDINO to immediately begin performing the duties and responsibilities of WSU Men's Basketball Assistant Coach, while both an OHR 100 and an OHR 300 which will specifically set forth the terms and conditions of their agreement in writing, is being completed and executed by the parties and any agreement to change the terms of this MOU in any way shall be valid only when the change is made in writing and approved by authorized representatives of the parties

NOW, THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties that GUDINO will become the WSU Men's Basketball Assistant Coach, effective July 15, 2018, at a beginning annual base salary of \$200,000 for a term of two (2) years; an additional \$5,000 per each NCAA Tournament game, and GUDINO agrees to pay WSU \$40,000 should GUDINO terminate his employment before July 15, 2020. This MOU is subject to the policies and procedures of ICAA and WSU.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said agreement to become effective as of the later date.

WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.


By: 
Darron Boatright
Director of Athletics

Date: 7-26-18

LOU GUDINO



Date: 7-24-18

Approved As To
Legal Form

GENERAL COUNSEL
June 17, 2018