

Performance Compensation

July 2023

For: Mark Wilson
Athletic Director

Tennessee Tech is pleased to announce that performance increases have been approved for FY24. The purpose of our Performance Evaluation Program is to recognize and reward outstanding performance.

Upon recommendation of your department, your new annual salary will be \$192,237 effective July 1, 2023.

Thank you for your continued service and commitment to the growth of TTU.

TENNESSEE TECHNOLOGICAL UNIVERSITY

AGREEMENT OF EMPLOYMENT

Contract Extension

This Agreement of Employment (Agreement) is entered into on the 19th day of April, 2023, , by and between **Tennessee Technological University** (hereinafter referred to as University), and **MARK E. WILSON** (hereinafter referred to as Director). The terms of this agreement are valid for the period **July 1, 2022, through June 30, 2025**.

For services satisfactorily rendered pursuant to the terms of this Agreement, the University shall pay MARK E. WILSON a base salary of **\$186,737 per year**, earned over 12 months and payable in 12 equal monthly installments received by direct deposit on the last working day of each month. Base salaries will be adjusted to reflect any mandatory across-the-board increases granted all employees of the University or any merit or equity increases granted by the University in the same manner as other employees of the University. In addition, the Director shall receive a **\$5,000 retention bonus** on July 1 of each year he remains employed by the University.

The Director shall be entitled to all benefits that are provided to other full-time administrative employees of the University. These benefits are set out in policy and include retirement, insurance, annual leave, sick leave, holidays, longevity pay, and educational opportunities.

Provided the terms of this contract are met annually, the Director shall receive a **performance bonus based on annual performance as described below in this contract**. The performance bonus will be paid in lump sum with the June 30 pay check. Any subsequent revisions to the work agreement will require the terms of the performance bonus payments to be readdressed.

- OVC regular season football championship \$5,000
- Appearance in NCAA football playoffs \$5,000
- OVC regular season women's basketball championship \$5,000
- Appearance in post-season NCAA women's basketball championship tournament \$5,000
- OVC regular season men's basketball championship \$5,000
- Appearance in post-season NCAA men's basketball championship tournament \$5,000
- OVC regular season championship in any other varsity sport \$2,500
- Appearance in any other varsity sport's NCAA post-season championship tournament \$2,500
- OVC Commissioner's Cup Champion \$10,000
- NCAA regional championship in any varsity sport \$10,000
- NCAA National Championship in any varsity sport \$25,000
- Achieve academic performance levels among student athletes as per NCAA requirements to earn maximum NCAA annual financial distribution \$10,000

Any program or arrangements made to provide courtesy cars for use by the Director must conform to the University's institutional policies. Travel expenses will be reimbursed in accordance with and up to institutional policy and state limitations.

In consideration of the covenants contained herein, the parties agree as follows:

1. In exchange for and in consideration of the salary and benefits referred to above, Director will diligently perform, on a full-time basis, the duties and responsibilities of the position of Director of Intercollegiate Athletics under the direction of the President of the University. Such duties and responsibilities include but are not limited to:

MEW
6/30/2023

- Supervise the planning and operation of the athletics program.
- Provide leadership and oversight in athletics' department fund-raising program with specific annual goals for fund raising
- Ensure that athletics department adheres to NCAA, Conference, and University policies and procedures.
- Ensure that safety and welfare of student-athletes are highly valued within the athletics program and promote the integration of student-athletes into the student body.
- Maintain an active public relations program with internal and external constituents.
- Ensure commitment to academic excellence among student-athletes.
- Ensure that fiscal responsibility is maintained within the athletics program.
- Promote and market athletics program.
- Subscribe to the principles and demonstrate personal commitment to gender equity, diversity, sportsmanship, and ethical conduct.
- Supervise the scheduling of athletics contests.
- Recommend personnel appointments to the President.
- Perform other duties as assigned by the President.

2. The President may reassign any or all of the duties enumerated above to another University employee and that the duties of the Director shall also include other directives and responsibilities as may, from time-to-time, be given by the President.

3. The term of this agreement may be terminated for cause immediately upon written notice from the President if the Director receives an unsatisfactory rating on the annual performance evaluation.

4. The Director agrees to abide by the terms and conditions of this Agreement, all amendments thereto, the laws of the United States of America and of the State of Tennessee, the policies and requirements of the University, the constitution, bylaws and rules and regulations of the NCAA, and the constitution, bylaws and rules and regulations of the Ohio Valley Conference (OVC) or any other governing group that the University may align itself with. In addition, Director agrees to perform his services diligently and faithfully, and to conform his conduct to the highest standards of honesty, morality and good citizenship.

If Director is in violation of this provision through any act or omission committed by Director, University athletic coaching staff, student athletes or boosters, or was at any time involved in the type of violations specified in this provision (including while employed by a prior employer) University may take one or more of the following actions that it deems appropriate ("for cause"): (a) termination of employment; (b) suspension, with or without pay, for such period of time as the University shall determine; (c) modification of duties; (d) reassignment to other employment duties within the University; (e) the disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure, and/or (f) such other actions as are consistent with University policies. A violation of this provision may include personal actions or omissions by Director; knowledge by Director of conduct that violates any laws, policies, rules or regulations contained in this paragraph and a failure by Director to immediately cure or correct those violations; or, conduct which

Director, through the exercise of reasonable diligence, should have been aware that violates any of the laws, policies, rules or regulations contained in this paragraph. If this Agreement is terminated under this provision, Director shall forfeit all future employment rights and benefits provided by the Agreement, including salary compensation and other remuneration hereunder. Director shall be entitled to receive any compensation through the last day of the calendar month in which his employment is terminated. The Director must immediately notify the President of any such potential violations.

5. University may terminate this Agreement at the sole and absolute discretion of the President of University ("without cause"). In the event Director is terminated without cause, Director shall be entitled to receive an amount equal to the base salary specified in the Agreement for a period of one (1) year or until the employment term expires, whichever is

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6/30/2023

earlier ("payout period").

6. The Director shall not, directly or by implication, use the University name or logos in the endorsement of commercial products or services, in the endorsement of political parties or candidates, and/or in no way use his employee standing as athletic director for personal benefit or gain without prior written approval from the President. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consulting, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc) or receiving a fee based upon any contracts and purchase of goods and services for the athletic program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

7. Approval from the President shall be required to receive any athletically related income and benefits from sources outside the University. Any request for approval from the President shall be in writing and shall include the amount and the type and source of income. Approval from the President must be requested in a timely manner and such approval must be received in advance.

8. The Director agrees to not personally, or through any agent, actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of this agreement without first having obtained written notice to the President.

9. The Director agrees as a condition of employment to abide by all institutional policies, including the Drug Free Workplace Act of 1988 and University Policy 602 (Background Investigations), and the Director will notify the Human Resources Office of any criminal arrest or conviction within 72 hours of knowledge of the arrest or conviction.

10. This agreement shall be governed by and construed under the laws of the State of Tennessee. Any and all claims against the State of Tennessee, including the University or its employees, based upon the Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the University shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. 9-8-301 et seq. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

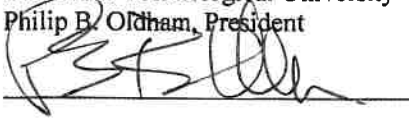
11. This Agreement may be amended only in writing, signed and agreed to by the President and the Director.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

Athletics Director
Mark E. Wilson

 Date June 30, 2023

Tennessee Technological University
Philip B. Oldham, President

 Date July 6, 2023



Performance Compensation

July 2022

For: Mark Wilson
Athletic Director

Tennessee Tech is pleased to announce that performance increases have been approved for FY23. The purpose of our Performance Evaluation Program is to recognize and reward outstanding performance.

Upon recommendation of your department, your new annual salary will be \$186,737 effective July 1, 2022.

Thank you for your continued service and commitment to the growth of TTU.



Performance Compensation

July 2021

For: Mark Wilson

Tennessee Tech is pleased to announce that performance increases have been approved for FY22. The purpose of our Performance Evaluation Program is to recognize and reward outstanding performance.

Upon recommendation of your supervisor, your new annual salary will be \$180,737 effective July 1, 2021.

Thank you for your continued service and commitment to the growth of TTU.



Office of Human Resources

TENNESSEE TECH

Performance Compensation

January 2020

For: Mark Wilson
Dept: Athletic Director

Tennessee Tech is pleased to announce that performance increases have been approved for FY20. The purpose of our Performance Evaluation Program is to recognize and reward outstanding performance.

Upon recommendation of your supervisor, your new annual salary will be \$173,737 effective January 1, 2020.

Thank you for your continued service and commitment to the growth of TTU.



Office of Human Resources
TENNESSEE TECH

Notice of Salary Increase

July 2018

For: Mark Wilson

Dear Mark:

I am pleased to announce that salary increases have been approved for FY19.

Effective July 1, 2018, your new annual salary will be \$171,987.

Thank you for your continued service and commitment to the growth of TTU.

I wish you the best,

Philip B. Oldham

President



Office of Human Resources
TENNESSEE TECH

Notice of Salary Increase

For: Mark Wilson

Dear Mark,

I am pleased to announce that salary increases have been approved for FY18.

The salary increase reflects the following components:

Following the above increases, your new annual salary will be \$168,000.

Thank you for your continued service and commitment to the growth of TTU.

I wish you the best,

Philip B. Oldham

President

TENNESSEE TECHNOLOGICAL UNIVERSITY

AGREEMENT OF EMPLOYMENT

Contract Extension

This Agreement of Employment (Agreement) is entered into on the 30th day of May 2017, by and between **Tennessee Technological University** (hereinafter referred to as University), and **MARK E. WILSON** (hereinafter referred to as Director). The terms of this agreement are valid for the period **July 1, 2017, through June 30, 2022.**

For services satisfactorily rendered pursuant to the terms of this Agreement, the University shall pay MARK E. WILSON a base salary of **\$165,000 per year**, earned over 12 months and payable in 12 equal monthly installments received by direct deposit on the last working day of each month. Base salaries will be adjusted to reflect any mandatory across-the-board increases granted all employees of the University or any merit or equity increases granted by the University in the same manner as other employees of the University.

The Director shall be entitled to all benefits that are provided to other full-time administrative employees of the University. These benefits are set out in policy and include retirement, insurance, annual leave, sick leave, holidays, longevity pay, and educational opportunities.

Provided the terms of this contract are met in their entirety annually, the Director shall receive a **performance bonus of \$25,000**, to be paid out over the five-year contract period, in equal increments of \$5,000 of the subsequent fiscal year (July 2018, July 2019, July 2020, July 2021, July 2022). Any subsequent revisions to the work agreement will require the terms of the performance bonus payments to be readressed.

Any program or arrangements made to provide courtesy cars for use by the Director must conform to the University's institutional policies. Travel expenses will be reimbursed in accordance with and up to institutional policy and state limitations.

In consideration of the covenants contained herein, the parties agree as follows:

1. In exchange for and in consideration of the salary and benefits referred to above, Director will diligently perform, on a full-time basis, the duties and responsibilities of the position of Director of Intercollegiate Athletics under the direction of the President of the University. Such duties and responsibilities include but are not limited to:

- Supervise the planning and operation of the athletics program.
- Oversee and participate in athletics' department fund-raising program.
- Ensure that athletics department adheres to NCAA, Conference, and University policies and procedures.
- Ensure that safety and welfare of student-athletes are highly valued within the athletics program and promote the integration of student-athletes into the student body.
- Maintain an active public relations program with internal and external constituents.
- Ensure commitment to academic excellence among student-athletes.

- Ensure that fiscal responsibility is maintained within the athletics program.
- Promote and market athletics program.
- Subscribe to the principles and demonstrate personal commitment to gender equity, diversity, sportsmanship, and ethical conduct.
- Supervise the scheduling of athletics contests.
- Recommend personnel appointments to the President.
- Perform other duties as assigned by the President.

2. It is understood that the President may reassign any or all of the duties enumerated above to another University employee and that the duties of the Director shall also include other directives and responsibilities as may, from time-to-time, be given by the President.

3. It is further understood that the term of this agreement may be terminated immediately upon written notice from the President if the Director fails to receive a B or better on the annual performance evaluation.

4. The Director agrees to abide by the terms and conditions of this Agreement, all amendments thereto, the laws of the United States of America and of the State of Tennessee, the policies and requirements of the University, the constitution, bylaws and rules and regulations of the NCAA, and the constitution, bylaws and rules and regulations of the Ohio Valley Conference (OVC) or any other governing group that the University may align itself with. In addition, Director agrees to perform his services diligently and faithfully, and to conform his conduct to the highest standards of honesty, morality and good citizenship. It is specifically agreed that if Director is in violation of this provision through any act or omission committed by Director, University athletic coaching staff, student athletes or boosters, or was at any time involved in the type of violations specified in this provision (including while employed by a prior employer) University may take one or more of the following actions that it deems appropriate ("for cause"): (a) termination of employment; (b) suspension, with or without pay, for such period of time as the University shall determine; (c) modification of duties; (d) reassignment to other employment duties within the University; and/or (e) the disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure. A violation of this provision may include personal actions or omissions by Director; knowledge by Director of conduct that violates any laws, policies, rules or regulations contained in this paragraph and a failure by Director to immediately cure or correct those violations; or, conduct which Director, through the exercise of reasonable diligence, should have been aware that violates any of the laws, policies, rules or -regulations contained in this paragraph. If this Agreement is terminated under this provision, Director shall forfeit all future employment rights and benefits provided by the Agreement, including salary compensation and other remuneration hereunder. Director shall be entitled to receive any compensation through the last day of the calendar month in which his employment is terminated. The Director must immediately notify the President of any such potential violations.

5. University may terminate this Agreement at the sole and absolute discretion of the President of University ("without cause"). In the event Director is terminated without cause, Director shall be entitled to receive an amount equal to the base salary specified in the Agreement for a period of one (1) year or until the employment term expires, whichever is earlier ("payout period").

6. The Director shall not, directly or by implication, use the University name or logos in the endorsement of commercial products or services, in the endorsement of political parties or candidates, and/or in no way use his employee standing as athletic director for personal benefit or gain without prior written approval from the President. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consulting, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc) or receiving a fee based upon any contracts and purchase of goods and services for the athletic program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

7. Approval from the President shall be required to receive any athletically related income and benefits from sources outside the University. Any request for approval from the President shall be in writing and shall include the amount and the type and source of income. Approval from the President must be requested in a timely manner and such approval must be received in advance. The Director shall provide to the President a written detailed accounting of all outside income approvals on or before **June 30** of each year.

8. The Director agrees to not personally, or through any agent, actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of this agreement without first having obtained written consent from the President.

9. The Director agrees as a condition of employment to abide by the Drug Free Workplace Act of 1988 and University Policy 602 (Background Investigations), and the Director will notify the Human Resources Office of any criminal arrest or conviction within 72 hours of knowledge of the arrest or conviction.

10. This agreement shall be governed by and construed under the laws of the State of Tennessee. Any and all claims against the State of Tennessee, including the University or its employees, based upon the Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the University shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. 9-8-301 et seq. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11. This Agreement may be amended only in writing, signed and agreed to by the President and the Director, and subject to Tennessee Technological University Board of Trustees approval.

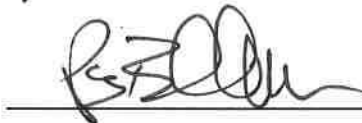
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

Athletics Director
Mark E. Wilson



Date May 30, 2017

Tennessee Technological University
President Dr. Philip B. Oldham



Date 5/30/2017

Tennessee Technological University
Board of Trustees
Chairman Thomas Jones



Date 6/20/17



Office of Human Resources
TENNESSEE TECH

Notice of Salary Increase

October 7, 2016

For: Mark Wilson

Dear Mark,

I am pleased to announce that salary increases have been approved for FY17. Your new annual salary of \$160,381 will be effective on October 1, 2016.

Thank you for your continued service and commitment to the growth of TTU.

I wish you the best,

Philip B. Oldham

President

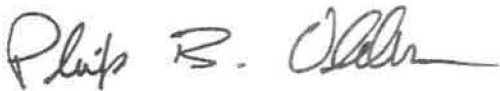
Notice of Salary Increase

January 30, 2015

For: Wilson, Mark E

I am pleased to provide you with this salary update and thank you for the continuous contributions you are making to Tennessee Tech. A new annual salary of **\$155,823** has been approved for you effective **January 1, 2015**.

I wish you the very best.

A handwritten signature in dark ink, appearing to read "Philip B. Oldham". The signature is fluid and cursive, with a long horizontal stroke at the end.


Philip B. Oldham
President

Notice of Salary Increase
September 16, 2013

For: Wilson, Mark E

I am pleased to provide you with this salary update and thank you for the continuous contributions you are making to Tennessee Tech. A new annual salary of \$154,280 has been approved for you effective July 1, 2013.

I wish you the very best in 2013-2014.

A handwritten signature in black ink, reading "Phil B. Oldham". The signature is written in a cursive, flowing style.

Phil Oldham
President

TENNESSEE TECHNOLOGICAL UNIVERSITY

AGREEMENT OF EMPLOYMENT

Contract Extension

This Agreement of Employment (Agreement) is entered into on the 21st day of May 2012, by and between **Tennessee Technological University** (hereinafter referred to as University), and **MARK E. WILSON** (hereinafter referred to as Director). The terms of this agreement are valid for the period **July 1, 2012, through June 30, 2017**.

For services satisfactorily rendered pursuant to the terms of this Agreement, the University shall pay **MARK E. WILSON** a base salary of **\$152,000 per year**, earned over 12 months and payable in 12 equal monthly installments received by direct deposit on the last working day of each month. Base salaries will be adjusted to reflect any mandatory across the board increases granted all employees of the University or any merit or equity increases granted by the University in the same manner as other employees of the University.

The Director shall be entitled to all benefits that are provided to other full-time administrative employees of the University. These benefits are set out in policy and include retirement, insurance, annual leave, sick leave, holidays, longevity pay, and educational opportunities.

Provided the terms of this contract are met in their entirety annually, the Director shall receive a **performance bonus of \$25,000**, to be paid out over the five-year contract period, in increments of 1/15 (\$1666.68—July 1, 2013), 2/15 (\$3333.34—July 1, 2014), 3/15 (\$5,000.00—July 1, 2015), 4/15 (\$6666.66—July 1, 2016), and 5/15 (\$8333.32—July 1, 2017). Any subsequent revisions to the work agreement will require the terms of the performance bonus payments to be readdressed.

Any program or arrangements made to provide courtesy cars for use by the Director must conform to guidelines of the Tennessee Board of Regents (TBR) and Institutional policy. Travel expenses will be reimbursed in accordance with and up to institutional policy and state limitations.

In consideration of the covenants contained herein, the parties agree as follows:

1. In exchange for and in consideration of the salary and benefits referred to above, Director will diligently perform, on a full-time basis, the duties and responsibilities of the position of Director of Intercollegiate Athletics under the direction of the President of the University. Such duties and responsibilities include but are not limited to:

- Supervise the planning and operation of the athletics program.
- Oversee and participate in athletics' department fund-raising program.
- Ensure that athletics department adheres to NCAA, Conference, and University policies and procedures.
- Ensure that safety and welfare of student-athletes are highly valued within the athletics program and promote the integration of student-athletes into the student body.
- Maintain an active public relations program with internal and external constituents.
- Ensure commitment to academic excellence among student-athletes.

- Ensure that fiscal responsibility is maintained within the athletics program.
- Promote and market athletics program.
- Subscribe to the principles and demonstrate personal commitment to gender equity, diversity, sportsmanship, and ethical conduct.
- Supervise the scheduling of athletics contests.
- Recommend personnel appointments to the President.
- Perform other duties as assigned by the President.

2. It is understood that the President may reassign any or all of the duties enumerated above to another University employee and that the duties of the Director shall also include other directives and responsibilities as may, from time to time, be given by the President,

3. It is further understood that the term of this agreement may be terminated immediately upon written notice from the President if the Director fails to receive a B or better on the annual performance evaluation.

4. The Director agrees to abide by the terms and conditions of this Agreement, all amendments thereto, the laws of the United States of America and of the State of Tennessee, the policies and requirements of the Tennessee Board of Regents (TBR), the policies and requirements of the University, the constitution, bylaws and rules and regulations of the NCAA, and the constitution, bylaws and rules and regulations of the Ohio Valley Conference (OVC) or any other governing group that the University may align itself with. In addition, Director agrees to perform his services diligently and faithfully, and to conform his conduct to the highest standards of honesty, morality and good citizenship. It is specifically agreed that if Director is in violation of this provision through any act or omission committed by Director, University athletic coaching staff, student athletes or boosters, or was at any time involved in the type of violations specified in this provision (including while employed by a prior employer) University may take one or more of the following actions that it deems appropriate ("for cause"): (a) termination of employment; (b) suspension, with or without pay, for such period of time as the University shall determine; (c) modification of duties; (d) reassignment to other employment duties within the University; and/or (e) the disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure. A violation of this provision may include personal actions or omissions by Director; knowledge by Director of conduct that violates any laws, policies, rules or regulations contained in this paragraph and a failure by Director to immediately cure or correct those violations; or, conduct which Director, through the exercise of reasonable diligence, should have been aware that violates any of the laws, policies, rules or regulations contained in this paragraph. If this Agreement is terminated under this provision, Director shall forfeit all future employment rights and benefits provided by the Agreement, including salary compensation and other remuneration hereunder. Director shall be entitled to receive any compensation through the last day of the calendar month in which his employment is terminated. The Director must immediately notify the President of any such potential violations.

5. University may terminate this Agreement at the sole and absolute discretion of the President of University ("without cause"). In the event Director is terminated without cause, Director shall be entitled to receive an amount equal to the base salary specified in the Agreement for a period of one (1) year or until the employment term expires, whichever is earlier ("payout period").

6. The Director shall not, directly or by implication, use the University name or logos in the endorsement of commercial products or services, in the endorsement of political parties or candidates, and/or in no way use his employee standing as athletic director for personal benefit or gain without prior written approval from the President. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consulting, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc) or receiving a fee based upon any contracts and purchase of goods and services for the athletic program. Any violation of this provision may be considered a conflict of interest and grounds for termination.

7. Approval from the President shall be required to receive any athletically related income and benefits from sources outside the University. Any request for approval from the President shall be in writing and shall include the amount and the type and source of income. Approval from the President must be requested in a timely manner and such approval must be received in advance. The Director shall provide to the President a written detailed accounting of all outside income approvals on or before June 30 of each year.

8. The Director agrees to not personally, or through any agent, actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of this agreement without first having obtained written consent from the President.


9. The Director agrees as a condition of employment to abide by the Drug Free Workplace Act of 1988 and to notify the Human Resources Office of any criminal drug conviction for a violation occurring in the workplace no later than 5 days after such conviction. (This provision is a federal requirement for all institutions receiving federal funds.)

10. This agreement shall be governed by and construed under the laws of the State of Tennessee. Any and all claims against the State of Tennessee, including the University or its employees, based upon the Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the University shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. 9-8-301 et seq. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11. This Agreement may be amended only in writing, signed and agreed to by the President and the Director, and subject to TBR approval if required.

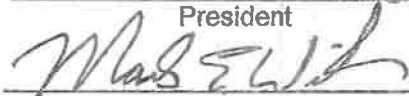
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

Tennessee Technological University


President

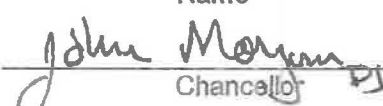
Date 5/21/12

Athletics Director


Name

Date May 21, 2012

Tennessee Board of Regents


Chancellor

Date 5/29/12

Compensation Study Notification

October 26, 2011

For: Wilson, Mark E

This is to advise you that under the non-faculty compensation plan, your annual salary is **\$135,800** effective October 1, 2011.

Thank you for all your efforts.

Robert R. Bell

Notice of Salary Increase
August 17, 2011

For: Wilson, Mark E

This is to advise you that an annual salary of **\$135,800** has been approved for you effective July 1, 2011.

Thank you for all your efforts.

Robert R. Bell

TENNESSEE TECHNOLOGICAL UNIVERSITY

AGREEMENT OF EMPLOYMENT

Contract Extension

This Agreement of Employment (Agreement) is entered into on the 22 day of June 2007, by and between Tennessee Technological University (hereinafter referred to as University), and MARK E. WILSON (hereinafter referred to as Director). The terms of this agreement are valid for the period July 1, 2007, through June 30, 2012.

For services satisfactorily rendered pursuant to the terms of this Agreement, the University shall pay MARK E. WILSON a base salary of \$128,000 per year, earned over 12 months and payable in 12 equal monthly installments received by direct deposit on the last working day of each month. Base salaries will be adjusted to reflect any mandatory across the board increases granted all employees of the University or any merit or equity increases granted by the University in the same manner as other employees of the University.

The Director shall be entitled to all benefits that are provided to other full-time administrative employees of the University. These benefits are set out in policy and include retirement, insurance, annual leave, sick leave, holidays, longevity pay, and educational opportunities.

Provided the terms of this contract are met in their entirety annually, the Director shall receive a performance bonus of \$25,000, to be paid out over the five-year contract period, in increments of 1/15 (\$1666.66—July 1, 2008), 2/15 (\$3333.34—July 1, 2009), 3/15 (\$5,000.00—July 1, 2010), 4/15 (\$6666.66—July 1, 2011), and 5/15 (\$8333.32—July 1, 2012). Any subsequent revisions to the work agreement will require the terms of the performance bonus payments to be readdressed.

Any program or arrangements made to provide courtesy cars for use by the Director must conform to guidelines of the Tennessee Board of Regents (TBR) and institutional policy. Travel expenses will be reimbursed in accordance with and up to institutional policy and state limitations.

In consideration of the covenants contained herein, the parties agree as follows:

1. In exchange for and in consideration of the salary and benefits referred to above, Director will diligently perform, on a full-time basis, the duties and responsibilities of the position of Director of Intercollegiate Athletics under the direction of the President of the University. Such duties and responsibilities include but are not limited to:

- Supervise the planning and operation of the athletics program.
- Oversee and participate in athletics' department fund-raising program.
- Ensure that athletics department adheres to NCAA, Conference, and University policies and procedures.
- Ensure that safety and welfare of student-athletes are highly valued within the athletics program and promote the integration of student-athletes into the student body.
- Maintain an active public relations program with internal and external constituents.
- Ensure commitment to academic excellence among student-athletes.

- Ensure that fiscal responsibility is maintained within the athletics program.
- Promote and market athletics program.
- Subscribe to the principles and demonstrate personal commitment to gender equity, diversity, sportsmanship, and ethical conduct.
- Supervise the scheduling of athletics contests.
- Recommend personnel appointments to the President.
- Perform other duties as assigned by the President.

2. It is understood that the President may reassign any or all of the duties enumerated above to another University employee and that the duties of the Director shall also include other directives and responsibilities as may, from time to time, be given by the President.

3. It is further understood that the term of this agreement may be terminated immediately upon written notice from the President if the Director fails to receive a B or better on the annual performance evaluation.

4. The Director agrees to abide by the terms and conditions of this Agreement, all amendments thereto, the laws of the United States of America and of the State of Tennessee, the policies and requirements of the Tennessee Board of Regents (TBR), the policies and requirements of the University, the constitution, bylaws and rules and regulations of the NCAA, and the constitution, bylaws and rules and regulations of the Ohio Valley Conference (OVC) or any other governing group that the University may align itself with. In addition, Director agrees to perform his services diligently and faithfully, and to conform his conduct to the highest standards of honesty, morality and good citizenship. It is specifically agreed that if Director is in violation of this provision through any act or omission committed by Director, University athletic coaching staff, student athletes or boosters, or was at any time involved in the type of violations specified in this provision (including while employed by a prior employer) University may take one or more of the following actions that it deems appropriate ("for cause"): (a) termination of employment; (b) suspension, with or without pay, for such period of time as the University shall determine; (c) modification of duties; (d) reassignment to other employment duties within the University; and/or (e) the disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure. A violation of this provision may include personal actions or omissions by Director; knowledge by Director of conduct that violates any laws, policies, rules or regulations contained in this paragraph and a failure by Director to immediately cure or correct those violations; or, conduct which Director, through the exercise of reasonable diligence, should have been aware that violates any of the laws, policies, rules or regulations contained in this paragraph. If this Agreement is terminated under this provision, Director shall forfeit all future employment rights and benefits provided by the Agreement, including salary compensation and other remuneration hereunder. Director shall be entitled to receive any compensation through the last day of the calendar month in which his employment is terminated. The Director must immediately notify the President of any such Potential violations.

5. University may terminate this Agreement or may reassign Director to a position or duties other than those of Director in the sole and absolute discretion of the President of University ("without cause"). In the event Director is terminated without cause, Director shall be entitled to receive an amount equal to the base salary specified in the Agreement for a period of one (1) year or until the employment term expires, whichever is earlier ("payout period"). In the event Director is reassigned, Director's salary and benefits shall be commensurate with the assigned position.

6. The Director shall not, directly or by implication, use the University name or logos in the endorsement of commercial products or services, in the endorsement of political parties or candidates, and/or in no way use his employee standing as athletic director for personal benefit or gain without prior written approval from the President. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consulting, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc) or receiving a fee based upon

any contracts and purchase of goods and services for the athletic program. Any violation of this provision may be considered a conflict of interest and grounds for termination.

7. Approval from the President shall be required to receive any athletically related income and benefits from sources outside the University. Any request for approval from the President shall be in writing and shall include the amount and the type and source of income. Approval from the President must be requested in a timely manner and such approval must be received in advance. The Director shall provide to the President a written detailed accounting of all outside income approvals on or before June 30 of each year.

8. The Director agrees to not personally, or through any agent, actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of this agreement without first having obtained written consent from the President.

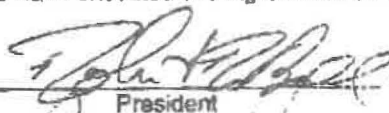
9. The Director agrees as a condition of employment to abide by the Drug Free Workplace Act of 1988 and to notify the Human Resource Services Office of any criminal drug conviction for a violation occurring in the workplace no later than 5 days after such conviction. (This provision is a federal requirement for all institutions receiving federal funds.)

10. This agreement shall be governed by and construed under the laws of the State of Tennessee. Any and all claims against the State of Tennessee, including the University or its employees, based upon the Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the University shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. 9-8-301 et seq. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11. This Agreement may be amended only in writing, signed and agreed to by the President and the Director, and subject to TBR approval if required.

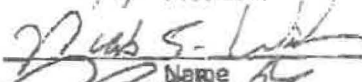
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

Tennessee Technological University


President

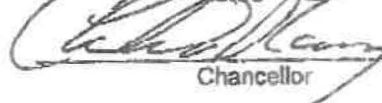
Date 6/12/07

Athletics Director


Name

Date 6/12/07

Tennessee Board of Regents


Chancellor

Date 6/18/07

Notice of Salary Increase

August 03, 2007

For: Wilson, Mark E

This is to advise you that an annual salary of \$131,840 for the 2007-2008 fiscal year has been approved for you effective July 01, 2007.

Thank you for all your efforts.

Robert R. Bell

Notice of Salary Increase

July 28, 2006

For **Mark E Wilson**

This is to advise you that an annual salary of **\$105,060** for the **2006-2007** fiscal year has been approved for you effective **July 1, 2006**.

Thank you for all your efforts.

Robert R. Bell

Notice of Salary Increase

July 28, 2005

For Mark E. Wilson

This is to advise you that an annual salary of **\$103,000** for the **2005-2006** fiscal year has been approved for you effective **July 1, 2005**.

Thank you for all your efforts.

Robert R. Bell

TENNESSEE TECHNOLOGICAL UNIVERSITY

AGREEMENT OF EMPLOYMENT

This Agreement of Employment (Agreement) is entered into on the 25th day of May 2004, by and between Tennessee Technological University (hereinafter referred to as University), and MARK E. WILSON (hereinafter referred to as Director). The terms of this agreement are valid for the period July 1, 2004 through June 30, 2007.

For services satisfactorily rendered pursuant to the terms of this Agreement, the University shall pay MARK E. WILSON a base salary of \$100,000 per year, earned over 12 months and payable in 12 equal monthly installments received by direct deposit on the last working day of each month. Base salaries will be adjusted to reflect any mandatory across the board increases granted all employees of the University or any merit or equity increases granted by the University in the same manner as other employees of the University.

The Director shall be entitled to all benefits that are provided to other full-time administrative employees of the University. These benefits are set out in policy and include retirement, insurance, annual leave, sick leave, holidays, longevity pay, and educational opportunities.

Any program or arrangements made to provide courtesy cars for use by the Director must conform to guidelines of the Tennessee Board of Regents (TBR) and institutional policy. Travel expenses will be reimbursed in accordance with and up to institutional policy and state limitations.

In consideration of the covenants contained herein, the parties agree as follows:

1. In exchange for and in consideration of the salary and benefits referred to above, Director will diligently perform, on a full-time basis, the duties and responsibilities of the position of Director of Intercollegiate Athletics under the direction of the President of the University. Such duties and responsibilities include but are not limited to:

- Supervise the planning and operation of the athletics program.
- Oversee and participate in athletics' department fund-raising program.
- Ensure that athletics department adheres to NCAA, Conference, and University policies and procedures.
- Ensure that safety and welfare of student-athletes are highly valued within the athletics program and promote the integration of student-athletes into the student body.
- Maintain an active public relations program with internal and external constituents.
- Ensure commitment to academic excellence among student-athletes.
- Ensure that fiscal responsibility is maintained within the athletics program.
- Promote and market athletics program.
- Subscribe to the principles and demonstrate personal commitment to gender equity, diversity, sportsmanship, and ethical conduct.
- Supervise the scheduling of athletics contests.
- Recommend personnel appointments to the President.
- Perform other duties as assigned by the President.

2. It is understood that the President may reassign any or all of the duties enumerated above to another University employee and that the duties of the Director shall also include other directives and responsibilities as may, from time to time, be given by the President.

3. It is further understood that the term of this agreement may be terminated immediately upon written notice from the President if the Director fails to receive a B or better on the annual performance evaluation.

4. The Director agrees to abide by the terms and conditions of this Agreement, all amendments thereto, the laws of the United States of America and of the State of Tennessee, the policies and requirements of the Tennessee Board of Regents (TBR), the policies and requirements of the University, the constitution, bylaws and rules and regulations of the NCAA, and the constitution, bylaws and rules and regulations of the Ohio Valley Conference (OVC) or any other governing group that the University may align itself with. In addition, Director agrees to perform his services diligently and faithfully, and to conform his conduct to the highest standards of honesty, morality and good citizenship. It is specifically agreed that if Director is in violation of this provision through any act or omission committed by Director, University athletic coaching staff, student athletes or boosters, or was at any time involved in the type of violations specified in this provision (including while employed by a prior employer) University may take one or more of the following actions that it deems appropriate ("for cause"): (a) termination of employment; (b) suspension, with or without pay, for such period of time as the University shall determine; (c) modification of duties; (d) reassignment to other employment duties within the University; and/or (e) the disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure. A violation of this provision may include personal actions or omissions by Director; knowledge by Director of conduct that violates any laws, policies, rules or regulations contained in this paragraph and a failure by Director to immediately cure or correct those violations; or, conduct which Director, through the exercise of reasonable diligence, should have been aware that violates any of the laws, policies, rules or regulations contained in this paragraph. If this Agreement is terminated under this provision, Director shall forfeit all future employment rights and benefits provided by the Agreement, including salary compensation and other remuneration hereunder. Director shall be entitled to receive any compensation through the last day of the calendar month in which his employment is terminated. The Director must immediately notify the President of any such potential violations.

5. University may terminate this Agreement or may reassign Director to a position or duties other than those of Director in the sole and absolute discretion of the President of University ("without cause"). In the event Director is terminated without cause, Director shall be entitled to receive an amount equal to the base salary specified in the Agreement for a period of one (1) year or until the employment term expires, whichever is earlier ("payout period"). In the event Director is reassigned, Director's salary and benefits shall be commensurate with the assigned position.

6. The Director shall not, directly or by implication, use the University name or logos in the endorsement of commercial products or services, in the endorsement of political parties or candidates, and/or in no way use his employee standing as athletic director for personal benefit or gain without prior written approval from the President. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consulting, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc) or receiving a fee based upon any contracts and purchase of goods and services for the athletic program. Any violation of this provision may be considered a conflict of interest and grounds for termination.

7. Approval from the President shall be required to receive any athletically related income and benefits from sources outside the University. Any request for approval from the President shall be in writing and shall include the amount and the type and source of income. Approval from the President must be requested in a timely manner and such approval must be received in advance. The Director shall provide to the President a written detailed accounting of all outside income approvals on or before June 30th of each year.

8. The Director agrees to not personally, or through any agent, actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of this agreement without first having obtained written consent from the President.

9. The Director agrees as a condition of employment to abide by the Drug Free Workplace Act of 1988 and to notify the Human Resource Services Office of any criminal drug conviction for a violation occurring in the workplace no later than 5 days after such conviction. (This provision is a federal requirement for all institutions receiving federal funds.)

10. This agreement shall be governed by and construed under the laws of the State of Tennessee. Any and all claims against the State of Tennessee, including the University or its employees, based upon the Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the University shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. 9-8-301 et seq. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11. This Agreement may be amended only in writing, signed and agreed to by the President and the Director, and subject to TBR approval if required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

Tennessee Technological University

Robert D. Bell Date 5/11/04
President

Athletics Director

Mark S. Whit Date 5/25/04
Name

Tennessee Board of Regents

Charles W. Manning Date 6-22-04
Chancellor JRNA