



**BALL STATE  
UNIVERSITY**

April 5, 2022

Mr. Dennis Michael Lewis  
Department of Athletics  
Ball State Campus

Dear Michael:

Based on the recommendation of the Director of Athletics, I write to inform you that I have approved your appointment as Head Basketball Coach for Men for the period commencing March 26, 2022, and continuing through March 31, 2028, or, if later, the day after the final Men's Basketball game of the 2027-2028 season.

Your base salary of \$335,000 will be prorated for the period of your initial appointment (March 26, 2022, through March 31, 2023). Your appointment is subject to a background check, approval by the Board of Trustees, and the attached "Terms of Appointment."

To accept this offer, please sign and date the enclosed copy of this Appointment Letter as well as the Terms of Appointment attached thereto, and return both documents to the Office of the President, AD 101, Ball State University, Muncie, Indiana 47306.

I am pleased to have you as a member of the Ball State community.

Sincerely,

Geoffrey S. Mearns  
President

cc: Beth Goetz, Director of Athletics  
Personnel File

I have read, understand, and accept this Appointment Letter and the attached Terms of Appointment.

Date: 4/6/22

Dennis Michael Lewis, Head Coach

## **TERMS OF APPOINTMENT**

Dennis Michael Lewis (the “Coach”) and Ball State University (the “University”), individually a “Party” and collectively the “Parties,” agree that the following terms and conditions, together with the attached Appointment Letter dated April 5, 2022 (collectively, the “Agreement”), shall govern the Coach’s appointment as the University’s Head Basketball Coach for Men:

### **1. Laws, Regulations, and Policies**

The Coach’s appointment is subject to the applicable laws and regulations of the United States and the State of Indiana and the policies, rules, and regulations of the University, including but not limited to those contained in the *Faculty and Professional Personnel Handbook* (the “Handbook”), which is available on-line for the Coach’s review at <http://cms.bsu.edu/web/facultyprofessionalhandbook>, as amended from time to time. By accepting this appointment, the Coach agrees to comply with these laws, rules, regulations, and policies, as amended from time to time. In the event there are any inconsistencies between published University policies, rules, or regulations and this Agreement, the terms and provisions of this Agreement shall control.

The Coach’s appointment is also subject to and conditioned on his compliance with the “Governing Athletics Rules,” which means any and all present or future legislation, bylaws, regulations, rules, directives, written policies, constitutions, and official or authoritative interpretations promulgated by the NCAA, the athletics conference of which the University is a member (the “Conference”), or any successor organizations thereto, or by any governing body hereafter having regulatory power or authority over the University’s Athletics Department.

This Agreement is subject to approval by the Board of Trustees.

## **2. Term of Appointment and Employment**

As set forth in the attached Appointment Letter, the Coach's appointment and employment will commence on March 26, 2022, and will continue until the later of March 31, 2028, or the day after the final University's Men's Basketball game of the 2027-2028 season, unless earlier terminated pursuant to Section 8 of this Agreement (the "Term"). The Term may be extended by written agreement of the Parties prior to its expiration; however, no University official other than the Board of Trustees and the President has the authority to extend the Term or alter the terms of the Coach's appointment and employment on behalf of the University. The Director of Athletics will meet with the Coach at least annually and within 30 days after the University's Men's Basketball season to review the Coach's performance and discuss modifications to this Agreement. The Coach's appointment as Head Basketball Coach for Men is not a tenure-track appointment, and such appointment does not carry with it the possibility of tenure; nor does the extension of the Term at any time hereafter create any other right or expectation of future employment.

## **3. Salary and Other Compensation**

The Coach's annualized Base Salary of \$335,000, as established by the Appointment Letter, less withholdings required by state and federal laws and any other deductions authorized by the Coach, will be paid in accordance with the regular biweekly payroll schedule during the Term. The first Contract Year of this Agreement shall be March 26, 2022, through March 31, 2023. Subsequently, each Contract Year shall be April 1 through March 31, or, for the Contract Year beginning April 1, 2027, if later than March 31, 2028, the day after the final University's Men's Basketball game of the 2027-2028 season.

The Coach is also entitled to receive supplemental compensation each Contract Year in the amount outlined in the attached *Schedule A*. Supplemental compensation, less withholdings required by state and federal laws and any other deductions authorized by the Coach, will be paid in accordance with the regular biweekly payroll schedule during the Term. Supplemental compensation will not be considered Base Salary for any purpose under this Agreement.

#### **4. Incentive Pay**

During the Term, the Coach will have the opportunity to receive incentive pay in the form of bonuses as shown on the attached *Schedule A*. A prerequisite to the Coach's eligibility for any bonus (and a bonus shall not be earned unless such prerequisite is satisfied) is (i) that the Coach shall have been fully and actively performing the Coach's duties and responsibilities through the final University's Men's Basketball game (including post-season games) of the relevant Men's Basketball season, or through the end of the relevant academic year in the case of academic bonuses, in regard to which the event listed on *Schedule A* occurs, and (ii) that the Coach actually coached the game or games to which the bonus relates unless Coach's absence has been excused in advance by the Director of Athletics. Bonuses will be paid in a single lump sum, less withholdings required by state and federal laws, within thirty (30) days following the date of the final University's Men's Basketball game (including post-season games) of the relevant University's Men's Basketball season, or the NCAA's announcement of relevant APR in case of academic bonuses. Bonuses will not become part of the Coach's annual Base Salary for any purpose under this Agreement.

If within four (4) calendar years of the date on which any bonus under this Section is paid from the University to the Coach, the NCAA Committee on Infractions (or its successor) requires the vacation of victories during, or the return of post-season monies received by the



University from, a Men's Basketball season due to infractions that occurred while the Coach is or was the University's Head Basketball Coach for Men and for which the Coach, or any person who reported to the Coach, was responsible, then the Coach shall be required to return the full amount of any bonus (before taxes) received by the Coach for that Basketball season to the University within ninety (90) days of the publication of the vacation requirement by the Committee on Infractions. This obligation of the Coach shall survive the termination of the Agreement, and the University shall be entitled to recover its costs, including attorney's fees, reasonably incurred in recovering relevant bonus payments from the Coach.

### **5. Benefits**

The Coach shall be entitled to the standard benefits available under the University's employee benefit plans and commensurate with similarly situated employees (e.g. health care, life and accidental death and dismemberment insurance, salary continuance insurance, leave, and retirement plans). The Coach's eligibility to participate in the plans, and the types and amounts of benefits provided thereunder, are governed by the respective plan documents, which may change during the Term, and are summarized at:

<http://cms.bsu.edu/about/administrativeoffices/payrolleb>. In the event there are any

inconsistencies between the plan documents and the summaries set forth at

<http://cms.bsu.edu/about/administrativeoffices/payrolleb>, the plan documents shall control. If any benefit is based in whole or in part upon the Coach's salary, such benefit shall be determined by the Coach's Base Salary, without including any supplemental compensation, bonuses, compensation, or outside income paid in accordance with Sections 3, 4, 5, or 7 of this Agreement. All benefits will be subject to state and federal tax and withholding as required by law.

The Coach will also be entitled to reimbursement for the Coach's travel expenses incurred within the scope of the Coach's appointment, in accordance with standard University policies and procedures. In addition to the standard benefits, the University will provide the following during the Term of the Agreement:

- a. Travel.** The University will invite the Coach's spouse and dependent children to participate as members of the official University travel party, if any, for (i) post-season appearances involving the University's Men's Basketball team, and (ii) other special events involving the Men's Basketball team as reasonably requested by Coach and as approved by the University. Transportation and lodging for the Coach's spouse and dependent children will be paid by the University, if such expenses are paid for other members of the official University travel party.
- b. Tickets.** The University will make available to the Coach, through a pass list or otherwise, for use by the Coach (i) up to ten (10) complimentary tickets to each of the University's Men's Basketball games, and (ii) up to ten (10) complimentary tickets to other on-campus intercollegiate athletics events in which the University's team is the home team. The Coach shall in no circumstance sell such tickets for any value, nor shall the Coach provide such tickets to, or for the benefit of, any individual or entity in any manner that violates the Governing Athletics Rules. Upon the University's request, the Coach will identify the individuals or entities who receive any such tickets from the Coach.
- c. Automobile.** The Coach will be assigned a University-owned or leased automobile for use on University business and for the Coach's personal use. The University will make a gasoline credit card available to the Coach for purchasing gasoline when traveling for

University business and will pay the gasoline, insurance, maintenance, and other expenses of operation of the automobile, subject to all applicable federal and state income tax and withholding rules and regulations. Use of the automobile by the Coach, or by the Coach's spouse while the Coach is present in the automobile, shall be subject to the rules and regulations of the University and the agreement(s), if any, between the University and the automobile dealer that leases or otherwise makes the automobile available to the University, including any amendments to said rules, regulations, and/or agreement(s) which become effective during the Term. The University will replace the automobile with a current model year automobile from time to time, as determined by the University and the automobile dealer. If, while on University business, the Coach is without access to the Coach's University-assigned automobile, the Coach may rent another automobile of comparable make and model to carry out such business and obtain reimbursement for the cost of such rental in accordance with University policies and procedures.

- d. Entertainment.** The Coach will be reimbursed for the Coach's reasonable expenses incurred for meals and entertainment in the course of carrying out the Coach's responsibilities as the Head Basketball Coach for Men, such reimbursement to be made from the Cardinal Varsity Club Account at the Ball State University Foundation (the "Foundation") in accordance with the guidelines of the University and the Foundation and upon submission of receipts or other evidence satisfactory to the University and the Foundation. Reimbursable expenses may include those incurred for meals and entertainment conducted for such purposes at the Coach's residence. This also includes an annual membership at the Delaware Country Club and reimbursement for University entertainment related expenses incurred at the Delaware Country Club.

- e. **Telephone.** The Coach will receive a telephone allowance of \$110.00/month in payment for the Coach's expenses incurred using the Coach's personal mobile and/or landline telephone in carrying out the Coach's coaching responsibilities. The telephone allowance will be provided in accordance with University procedures. Upon request by the University, the Coach will promptly submit true and accurate copies of the Coach's personal mobile and/or landline telephone bills and records (including bills and records for text and e-mail communication by phone) to the University.
- f. **Moving Expenses.** The University will reimburse the Coach for his reasonable moving expenses up to \$25,000, subject to the University's policies and procedures. Subject to the approval of the Director of Athletics, the Coach shall also be provided or reimbursed for temporary housing for up to 90 days.

#### **6. Duties and Responsibilities**

The Coach will devote the Coach's reasonable best efforts full time to the performance of the Coach's duties on behalf of the University. During the Term, the Coach will undertake and perform properly, efficiently, to the best of the Coach's ability and consistent with the standards of the University, all duties and responsibilities normally attendant to the position of Head Basketball Coach for Men, including those duties and responsibilities listed in the job description attached as *Schedule B*, as well as any other specific duties and responsibilities incidental thereto assigned by the Director of Athletics.

The Coach acknowledges the University's desire to maintain a program wherein the student-athletes recruited to participate in the program understand that the values of discipline, respect, sportsmanship, and pursuit of academic success are essential for continued participation. The Coach further acknowledges that material terms of the Coach's appointment are the Coach's

reasonable best efforts to promote an atmosphere of Governing Athletics Rules compliance within the University's Men's Basketball program and to monitor the conduct of the Coach's assistant coaches, administrative support staff, and student-athletes regarding Governing Athletics Rules compliance. The Coach will abide by and comply with the Governing Athletics Rules relating to the conduct and administration of the Men's Basketball program, including recruiting rules. The Coach will undertake, at minimum, the steps set forth in attached *Schedule C* to promote and monitor Governing Athletics Rules compliance within the University's Men's Basketball program.

The University agrees to use its reasonable best efforts to assist the Coach with the foregoing and to cooperate with the Coach to help him promote and monitor Governing Athletics Rules compliance within the Men's Basketball program by (i) assisting with ongoing communication between the Coach, the Director of Athletics, the compliance office, and the Men's Basketball staff, and (ii) monitoring the Governing Athletics Rules compliance of the Men's Basketball coaching staff in a manner consistent with such rules compliance monitoring of the coaching staffs of the University's other athletics teams; provided that the University's assistance shall not diminish the Coach's obligation to promote and monitor Governing Athletics Rules compliance in the Men's Basketball program.

In the event that the Coach becomes aware, or has reasonable cause to believe, that a violation of the Governing Athletics Rules may have taken place, the Coach shall promptly report the same, in writing, to the Director of Athletics, the Director of Athletic Compliance, or the University's General Counsel. The Coach will adhere to, respect and follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student-athletes for the Men's Basketball program.



In addition to the other provisions of this Agreement, the Coach will be subject to disciplinary or corrective action as set forth in the provisions of the Governing Athletics Rules enforcement procedures and the University's policies, including suspension without pay or termination of his appointment.

### **7. Opportunities to Earn Outside Income**

During the Term of the Agreement, the Coach may have opportunities to earn income from outside activities incidental to the Coach's position (the "Athletics-Related Income"); provided, however, such outside activities shall be limited to those which are permitted under applicable University policies and regulations (e.g., policies on conflict of interest and conflict of commitment), are consistent with the Governing Athletics Rules, and do not interfere with the full and complete performance by the Coach of the Coach's duties and obligations as a University employee, recognizing always that the Coach's primary obligations lie with the University.

Such activities may include, without limitation, appearances on television and radio programs produced in conjunction with or relating to the University's Men's Basketball program. Should the Coach be offered any opportunities to earn Athletics-Related Income, the Coach shall obtain the prior written consent of the Director of Athletics before agreeing to do so or entering into a commitment of any kind, which consent shall not be unreasonably withheld, conditioned or delayed. However, the University will not approve such Athletics-Related Income opportunities unless they are consistent with the University's policy related to outside income and benefits applicable to other full-time and part-time employees. Contractual commitments must be included in the Coach's annual report of Athletics-Related Income and benefits from sources outside the University.

The Coach and the University will use their best efforts to promote the University's Men's Basketball program, which will include efforts to identify opportunities for the Coach to earn Athletics-Related Income in accordance with this Section 7, as well as a reasonable number of unpaid alumni, public, and media appearances as requested by the Director of Athletics. In the event a disagreement arises among the Parties concerning any such appearance(s) (e.g., if the Coach believes their number, nature, scheduled time(s) and/or location(s) will interfere with the Coach's other duties and responsibilities as the University's Head Basketball Coach for Men), the Coach and the Director of Athletics will use their best efforts to resolve the disagreement in a manner that recognizes and accommodates the interests of each of the Parties.

During the Term of the Agreement, the Coach will be entitled to operate the University's summer boys' basketball camp. The camp will be subject to the University's control, and the Coach will operate the camp as the University's employee. The Coach's compensation for operating the camp will be determined by the profitability of the camp. The University and the Coach shall enter into a separate letter agreement setting forth the details of any such camp arrangement, including the method of determining the Coach's compensation. The Coach will have the opportunity to utilize University facilities for the camp and such facilities shall be provided to the Coach at the University's negotiated rate for summer camps.

In no event shall the Coach accept or receive, directly or indirectly, any monies, benefits, or any other gratuity whatsoever from any person, corporation, University booster club, alumni association or other benefactor if such action would violate the Governing Athletics Rules.

The Coach's outside activities, to the extent permitted hereunder, are independent of the Coach's University appointment, and the University shall have no responsibility or liability for any claims arising therefrom. In undertaking outside activities, other than the summer boys'

basketball camp, the Coach shall make it clear to any individual or entity with whom he may be involved that he is acting in his independent, individual capacity and not as an agent, employee and/or other representative of the University. To the greatest extent permitted by law, the Coach shall hold harmless and indemnify the University for all claims against the University, and its employees or agents, arising out of such activities and all reasonable attorneys' fees and costs incurred by the University defending such claims. This obligation of the Coach shall survive the termination of this Agreement.

During the Term of this Agreement, the Coach must provide a written detailed account annually to the President of the University, via the Director of Athletics, of all of the Coach's Athletics-Related Income (including, but not limited to, income from annuities; sports camps; housing benefits, including preferential housing arrangements; country club memberships; complimentary ticket sales; television and radio programs; and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers). Failure by the Coach to provide an accurate annual account of Athletics-Related Income shall be a material breach of this Agreement constituting Adequate Cause for termination under Section 8(b) of this Agreement.

#### **8. Termination of Appointment During Term**

##### **a. Termination on Account of Death or Physical or Mental Incapacity.**

The Agreement and the Coach's appointment with the University hereunder will terminate in the event of the Coach's death or the expiration of a period of physical or mental incapacity lasting more than sixty consecutive (60) days (that qualifies the Coach for disability benefits under the University provided disability plan) to perform the essential functions of the Head Basketball Coach for Men as described in Section 6 and *Schedule B* of this Agreement.

If the Coach dies, the Coach's Base Salary, supplemental compensation, incentive pay, and benefits, and all other consideration provided pursuant to this Agreement, will terminate as of the date on which death occurs, except that the Coach's personal representative or other designated beneficiary will be paid all earned but unpaid compensation and all such death benefits, if any, due under a University employee benefit plan.

Termination of the Agreement due to the Coach's physical or mental incapacity shall be subject to the Coach's rights, if any, under the Family and Medical Leave Act and the Americans with Disabilities Act. The University shall give the Coach at least thirty (30) days' prior Notice of the proposed termination date and shall provide the factual basis for the proposed termination and the opportunity for the Coach to rebut the stated factual basis. Any determination of physical or mental incapacity shall be made by a physician selected by mutual agreement of the Parties. However, if no such agreement is reached within five (5) days after the Coach receives Notice of the proposed termination date, the determination regarding the Coach's physical or mental incapacity shall be made by the majority of a panel of three (3) physicians, one (1) chosen by the Coach, one (1) chosen by the University, and (1) chosen by the two (2) physicians chosen by the Parties.

If the Agreement and the Coach's appointment with the University is terminated because of the Coach's physical or mental incapacity, the Coach's Base Salary, supplemental compensation, incentive pay, and benefits, and all other consideration provided pursuant to this Agreement, will terminate as of the date of the Coach's termination, except that the Coach will be entitled to receive all earned but unpaid

compensation and vested, accrued, and/or earned benefits on the date of termination, including disability benefits to which the Coach is entitled under the University's salary continuance plan.

**b. Termination for Adequate Cause.**

The University shall have the right to terminate this Agreement and the Coach's appointment with the University hereunder at any time during the Term for "Adequate Cause." Adequate Cause shall include the reasons set forth in the Handbook and the following:

- i. The Coach's prolonged absence from or continued neglect or inattention to the Coach's duties pursuant to this Agreement, or continued failure or refusal to perform such duties, as reasonably determined by the University, provided that the Director of Athletics previously gave Notice to the Coach describing such absence, neglect, inattention, failure, or refusal and provided a reasonable opportunity for the Coach to cure such absence, neglect, inattention, failure, or refusal.
- ii. Conduct or a pattern of conduct by the Coach or any individual under the Coach's supervision (including, but not limited to, the University's assistant Men's Basketball coaches, the University's Men's Basketball administrative staff, and the University's Men's Basketball student-athletes), whether acting individually or with others, which the University reasonably determines constitutes a significant, repetitive or intentional violation of the Governing Athletics Rules.
- iii. The Coach's material breach of this Agreement, which is not timely cured, if curable, upon Notice to the Coach from the University.



- iv. The Coach's arrest for a violation of a criminal statute or regulation, excluding minor traffic violations, provided that an arrest for DUI, DWI, OVI or materially similar charges shall not be considered an arrest for a minor traffic violation.
- v. The Coach's fraud or dishonesty in the performance of duties under this Agreement, as reasonably determined by the University.
- vi. The Coach's fraud or dishonesty in preparing, falsifying (including willful omission of material facts), submitting, or altering documents or records of the University, the NCAA or the Conference, or documents or records required to be prepared or maintained by law, the Governing Athletics Rules, or other University policies, or documents otherwise pertaining to prospective student-athletes or student-athletes, including without limitation, expense reports, academic transcripts, eligibility forms, or compliance reports, or the Coach's encouraging, permitting, or condoning such fraudulent or dishonest acts by any other person, as reasonably determined by the University.
- vii. The Coach's failure to timely respond in a full and accurate manner to any request or inquiry related to the performance of the Coach's duties under this Agreement propounded by the University, the NCAA, or the Conference, or as required by law, the Governing Athletics Rules, or University policies, as reasonably determined by the University.
- viii. The Coach counseling or instructing any other individual (including, but not limited to, the University's assistant Men's Basketball coaches, the University's Men's Basketball administrative staff, and the University's Men's Basketball student-athletes) to not timely respond in a full and accurate manner to any

request or inquiry related to the operation of the University's Athletics Department propounded by the University, the NCAA, the Conference, or as required by law, the Governing Athletics Rules, or University policies, as reasonably determined by the University.

- ix. The Coach's failure to promote and encourage the academic values of the University as demonstrated by the NCAA imposing (prior to any waiver request by the University) either a scholarship reduction or a post-season ban upon the University's Men's Basketball team due to the Men's Basketball team's failure to maintain a sufficient multi-year APR score and for which the Coach is primarily responsible.
- x. The Coach soliciting, placing, or accepting any bet on any intercollegiate or professional athletics contest, whether through a bookmaker, parlay card, pool, or other method of gambling, or permitting, condoning, or encouraging such solicitation, placing or accepting any such bet by any individual under the Coach's direct supervision (which shall include, but is not limited to, the University's assistant Men's Basketball coaches, the University's Men's Basketball administrative staff, and the University's Men's Basketball student-athletes), or the Coach furnishing information or data relating in any manner to Men's Basketball or any other intercollegiate sport to any individual who the Coach knows, or reasonably should know, to be a gambler, bookmaker, or an agent of any such person, as reasonably determined by the University.
- xi. The Coach reporting for duty under the influence of intoxicants, or the Coach's use or consumption of alcoholic beverages, drugs, controlled substances, steroids,

or other chemicals so as to impair his ability to perform his duties under this Agreement, or the Coach failing to fully cooperate with the implementation and enforcement of any drug testing program established by the University, the NCAA, or the Conference for student-athletes, as reasonably determined by the University.

- xii. The Coach's sale, use, or possession of any narcotic, drug, controlled substance, steroid, or other chemical, the sale, use or possession of which, as the case may be, is prohibited by law, the Governing Athletics Rules, or University policy; or the Coach permitting, condoning or encouraging any such conduct by any individual under the Coach's direct supervision (which shall include, but is not limited to, the University's assistant Men's Basketball coaches, the University's Men's Basketball administrative staff, and the University's Men's Basketball student-athletes), as reasonably determined by the University.
- xiii. The Coach's failure to promptly report, in writing, to the Director of Athletics, Director of Athletic Compliance, or the University's General Counsel any violation of which the Coach is aware of the underlying conduct of the Governing Athletics Rules related to the operation of the University's Athletics Department by any individual, including, but not limited to, the University's assistant Men's Basketball coaches, the University's Men's Basketball administrative staff, the University's Men's Basketball student-athletes, other University coaches, University administrators, University faculty or staff members, or representatives of the University's athletics interests, as reasonably determined by the University.

- xiv. The Coach's failure to obtain prior approval for outside activities incidental to the Coach's position or Athletics-Related Income, as set forth in Section 7 of this Agreement; or the Coach's failure to accurately report all sources and amounts of such Athletics-Related Income of which the Coach knew or should have known, as set forth in Section 7 of this Agreement, as reasonably determined by the University.
- xv. The Coach engages in any conduct or participates in any situation or occurrence, which brings the Coach or the University into public disrepute, embarrassment, contempt, scandal or ridicule, as reasonably determined by the University; or the Coach fails to conform his personal conduct to standards of good citizenship due to conduct offending prevailing social morals and values or reflecting unfavorably upon the University's reputation and overall mission, including, but not limited to conduct involving acts of dishonesty, misrepresentation, moral turpitude, fraud or violence, which conduct may or may not warrant arrest by the relevant authorities, or any conduct or coaching practice which endangers the welfare of student-athletes, as reasonably determined by the University.
- xvi. The University reasonably determines that the Coach has willfully or recklessly destroyed University property.
- xvii. The Coach's willful disobedience of University rules and regulations.

The University acknowledges that it is not the intent of the University for the Coach to be terminated for Adequate Cause for minor, technical, or otherwise immaterial reasons which do not entail the risk of financial or reputational harm. Moreover, where appropriate in the discretion of the University, prior to invoking its right to terminate this

Agreement and the Coach's appointment hereunder for Adequate Cause, the University agrees that it shall afford the Coach with a reasonable opportunity to cure a default in a timely and prompt manner, provided such default is of a nature that is capable of being cured, as determined in the University's reasonable discretion.

A determination to initiate proceedings to terminate this Agreement and the Coach's appointment for Adequate Cause will be made by the Director of Athletics. For purposes of clarity, the following *Handbook* provisions **do not apply to the Coach and the Coach has no rights under such provisions**, including the following (as amended and/or renumbered from time to time):

**Section 41 et seq. (procedures and terms relating to termination).**

**Section 42 et seq. (procedures and terms relating to disciplinary actions other than termination).**

In the event this Agreement and the Coach's appointment with the University hereunder is terminated for Adequate Cause, the Coach will not have a right to appeal or file a grievance regarding such termination including, without limitation, to or with the University, the Board of Trustees, or any other person or entity. However, if a decision is made to terminate the Coach's employment for Adequate Cause, the University shall provide the Coach with a process by which the Coach may request a review of that decision by the Associate Vice President of Human Resources (or such other officer as the University deems appropriate).

In the event that this Agreement and the Coach's appointment with the University hereunder are terminated for Adequate Cause, the Coach's Base Salary, supplemental compensation, incentive pay, and benefits, and any other consideration



provided pursuant to this Agreement will terminate as of the date of the Coach's termination except for earned but unpaid compensation and vested, accrued, and/or earned benefits on the date of termination; provided, however, that any incentive pay under Section 4 that has been earned but not yet paid will be immediately forfeited by the Coach. In no case shall the University be liable to the Coach for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, radio and television programs and other media appearances, apparel or shoe contracts, consulting relationships, or from any other sources.

**c. Termination Without Cause.**

The University shall have the right to terminate this Agreement and the Coach's appointment with the University hereunder at any time during the Term "Without Cause." Without Cause shall mean any basis other than those set forth in Sections 8(a) and (b) of this Agreement. Termination by the University Without Cause shall be effected by delivering to the Coach Notice of the University's intent to terminate this Agreement and the Coach's appointment with the University hereunder Without Cause.

If the University exercises its right under this Section 8(c) to terminate this Agreement and the Coach's appointment with the University hereunder Without Cause, the University shall pay to the Coach as liquidated damages amounts as indicated below:

<b><u>If appointment is terminated on or between</u></b>	<b><u>Liquidated damages</u></b>
March 26, 2022 through March 31, 2023	\$2,760,000
April 1, 2023, through March 31, 2024	\$1,750,000
April 1, 2024, through March 31, 2025	\$1,400,000

April 1, 2025, through March 31, 2026	\$855,000
April 1, 2026, through March 31, 2027	\$576,000
April 1, 2027, through March 31, 2028	\$291,000

The liquidated damages amount, if any, will be paid to the Coach within sixty (60) days after the date of the Coach's termination, less withholdings required by state and federal laws. The Parties intend that this Section comply with Section 409A of the Internal Revenue Code ("Code") and shall be interpreted accordingly, including that the termination of the Coach's appointment under this Section must qualify as a "separation from service" within the meaning of the regulations under Code Section 409A to trigger the obligations hereunder.

In the event that this Agreement and the Coach's appointment with the University hereunder are terminated Without Cause, the Coach's Base Salary, supplemental compensation, incentive pay, and benefits, and any other consideration provided pursuant to this Agreement, will terminate as of the date of the Coach's termination, except for earned but unpaid compensation and vested, accrued, and/or earned benefits on the date of termination and to the extent otherwise provided under a University employee benefit plan. Notwithstanding the preceding, if the Coach has met all prerequisites for eligibility for incentive pay under Section 4 as of the date of such termination, then any bonuses earned but not yet paid on the date of termination will be paid pursuant to Section 4 of the Agreement. In no case will the University be liable to the Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, television programs and other

media appearances, apparel or shoe contracts, consulting relationships, or from any other sources.

The Parties have agreed to this liquidated damages provision, giving consideration to the fact that termination of this Agreement and the Coach's appointment with the University hereunder Without Cause prior to its natural expiration may cause the Coach to lose certain benefits, compensation and/or outside compensation relating to his appointment at the University, which damages are difficult to determine with certainty. The Parties further agree that the payment of such liquidated damages by the University shall constitute adequate and reasonable compensation to the Coach for any damages and injury suffered by the Coach because of such termination by the University. The foregoing liquidated damages shall not be construed as a penalty. The University acknowledges and agrees that the Coach shall not be obligated to mitigate the University's liquidated damages obligation and that no sums earned by the Coach subsequent to termination of this Agreement and the Coach's appointment with the University hereunder shall be used to offset the University's liquidated damages obligation to the Coach.

**d. Termination by Coach.**

The Coach recognizes that his promise to work for the University throughout the Term is of the essence of this Agreement to the University. The Coach also recognizes that the University is making a highly valuable investment in the Coach's appointment by entering into this Agreement and that all or part of its investment would be lost if the Coach were to resign or otherwise terminate the Coach's appointment with the University prior to the expiration of the Term. While recognizing this, the Parties agree that the

Coach may terminate this Agreement and his appointment with the University hereunder prior to the expiration of the Term; provided, however, (i) the Coach shall inform the Director of Athletics prior to engaging in any discussion or negotiation regarding any other coaching opportunity with a representative of (or search firm for) another institution of higher education or professional team during the Term, (ii) the Coach shall not personally participate in such discussions or negotiations in any manner that would interfere with his, or the Men's Basketball team's, preparation for any post-season Men's Basketball game in which the University participates, and (iii) the Coach shall give prompt written Notice to the University of such resignation or termination at a time and in a manner so as to minimize the impact of such termination, to the extent reasonably possible under the circumstances, upon the University's Men's Basketball program. Upon the termination of the Coach's appointment with the University, the Coach shall promptly inform the University in writing of the Coach's future employment plans, if known.

If the Coach exercises the right under this Section 8(d) to terminate the Agreement and Coach's appointment with the University hereunder before the end of the Term, the Coach shall pay, or cause to be paid, to the University as liquidated damages the amounts as indicated below:

<b><u>If appointment is terminated on or between</u></b>	<b><u>Liquidated damages</u></b>
March 26, 2022, through March 31, 2023	\$1,500,000
April 1, 2023, through March 31, 2024	\$1,250,000
April 1, 2024, through March 31, 2025	\$1,000,000
April 1, 2025, through March 31, 2026	\$700,000

April 1, 2026, through March 31, 2027	\$400,000
April 1, 2027, through March 31, 2028	\$100,000

The liquidated damages amount, if any, will be paid by the Coach, or by the Coach's subsequent employer, within ninety (90) days after the date of the Coach's termination. Failure to timely pay said liquidated damages shall constitute the Coach's breach of this Agreement and said sum shall be recoverable, together with attorney's fees and costs, from the Coach in any court of competent jurisdiction.

In the event that this Agreement and the Coach's appointment with the University hereunder are terminated by the Coach, the Coach's Base Salary, supplemental compensation, incentive pay, and benefits, and any other consideration provided pursuant to this Agreement, will terminate as of the date of the Coach's termination, except for earned but unpaid compensation and vested, accrued, and/or earned benefits on the date of termination and to the extent otherwise provided under a University employee benefit plan.

Notwithstanding the preceding, if the Coach has met all prerequisites for eligibility for incentive pay under Section 4 as of the date of such termination, then any bonuses earned but not yet paid on the date of termination will be paid pursuant to Section 4 of the Agreement. In no case will the University be liable to the Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, television programs and other media appearances, apparel or shoe contracts, consulting relationships, or from any other sources.



The Parties have agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative, recruiting and resettlement costs in obtaining a replacement for the Coach in addition to potentially increased compensation costs and loss of ticket revenues if the Coach terminates his appointment prior to the expiration of the Term, which damages are difficult to determine with certainty. The Parties further agree that the payment of such liquidated damages by the Coach shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by the Coach. The foregoing liquidated damages shall not be construed as a penalty.

#### **9. Assignment of Agreement**

The rights of the Coach and the University hereunder are personal to that Party and may not be assigned or transferred to any other person or entity. The Coach's duties and responsibilities may not be delegated.

#### **10. Other Agreements**

The University shall not be bound by any prior promises, agreements, or understandings, oral or written, regarding the Coach's appointment with the University. The terms of this Agreement may not be changed orally but only in a writing duly approved by the Coach and by the University through the Board of Trustees and the President in accordance with established University procedures.

#### **11. Severability**

If any provision or provisions of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or

modify, as necessary, the offending provision(s) or to alter the bounds thereof in order to render it valid and enforceable.

#### **12. No Waiver of Default**

No waiver by the Parties of any default or breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.

#### **13. Materials and Records**

All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to the Coach by the University or developed by the Coach on behalf of the University or at the University's direction for University's use or otherwise in connection with the Coach's appointment hereunder are and shall remain the sole and confidential property of the University. Within ten (10) days of the expiration of the Term, the Coach shall immediately cause any such materials in the Coach's possession or control to be delivered to the University, as directed in writing by the University. However, for those materials not protected by such regulations as FERPA or HIPAA the Coach shall be entitled, at the Coach's own expense, to make copies of materials and/or articles of information that he developed in connection with his appointment hereunder.

#### **14. Force Majeure**

Neither Party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the Party affected and which is forthwith, by Notice from the Party affected, brought to the attention of the other

Party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, interruption of transportation, epidemic, public health event similar to the COVID-19 pandemic, quarantine, accident, earthquake, fire, wind, or flood or because of any act, law, order, proclamation, ruling, regulation, or ordinance of any government or subdivision of government or because of any act of God.

### **15. Notices**

Any notice under this Agreement (“Notice”) shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth (5th) business day following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the Party at the address set forth after its name below or such other address as may be given by such Party in writing to the other from time to time hereafter:

If to the Coach:

Dennis Michael Lewis  
Department of Athletics  
Ball State University  
Muncie, IN 47306

With a copy to:

Bret Just  
WME  
121 W. Wacker, Dr., Suite 2250  
Chicago, IL 60601

If to the University:

Director of Athletics  
Department of Athletics  
Ball State University  
Muncie, IN 47306

#### **16. Choice of Law**

It is the intent of the parties hereto that this Agreement shall be governed by and construed in accord with the laws of the State of Indiana, and the laws of such State shall govern the validity, performance, and enforcement hereof.

#### **17. Assistant Coach Salary and Bonus Pool.**

The University will allocate an amount no less than \$340,000 for a salary pool to hire and retain three assistant Men's Basketball coaches. Recommendations from the Coach for use of the salary pool are subject to approval through regular University policies and procedures.

In addition to the bonuses that the Coach may individually earn in accordance with *Schedule A*, a bonus pool will be established for the assistant Men's Basketball coaches and/or support staff as set forth in *Schedule D*, for which the Coach may make recommendations concerning its division and distribution, subject to approval by the Director of Athletics, at the end of the University's Men's Basketball season. The Parties agree that no bonus pool shall be established for any season in which the Men's Basketball team and/or the Coach or any assistant Men's Basketball coach is subjected to sanctions for any violation of any Governing Athletics Rules or where grounds exist for the University to terminate this Agreement and Coach's appointment for Adequate Cause, and in the event of an allegation that could lead to such sanctions or termination, no bonus shall be paid and no bonus pool shall be established unless and until the University has reviewed the allegation and determined to its satisfaction that it is unfounded.

#### **18. Coach's Representation and Warranty of Employability**

As of the start of the Agreement, the Coach represents and warrants that the Coach is contractually available for employment throughout the Agreement. To the greatest extent

permitted by law, the Coach shall hold harmless and indemnify the University for all claims against the University, and its employees or agents, brought by a former employer of the Coach and arising out the Coach's appointment and employment by the University and all attorneys' fees and legal expenses incurred by the University defending such claims. The Coach also represents and warrants that the Coach is not aware of being the subject of an existing Governing Athletics Rules investigation or criminal investigation, and the Coach reasonably believes that the Coach has not committed violations of the Governing Athletics Rules not already reported to the University. These representations and warranties are of material importance to the University.

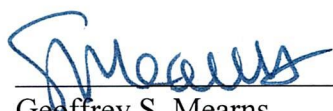
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth on the Appointment Letter attached hereto and made a part hereof, intending to be legally bound by its provisions.

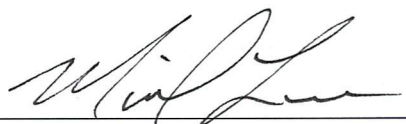
BALL STATE UNIVERSITY

COACH

Date: 4/5/2022

Date: 4/5/22

By:   
Geoffrey S. Mearns  
President

By:   
Dennis Michael Lewis  
Head Basketball Coach for Men

*Schedule A*

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>	<b>Contract Year 4</b>	<b>Contract Year 5</b>	<b>Contract Year 6</b>
Supplemental Compensation (Annualized)	\$100,000	\$110,000	\$120,000	\$130,000	\$140,000	\$150,000
<b>Incentive Pay (Cumulative)</b>						
MAC Coach of the Year	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
National Coach of the Year	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Participation in MAC Championship Game	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
MAC Tournament Champion	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
NCAA Tournament Participation (At Large Selection)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
NCAA Tournament Game Victory (per game won)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
NCAA Final 4 Appearance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
NCAA Championship	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
NIT Participation	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
NIT Game Victory (per game won)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Team APR $\geq$ 975	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Team Spring Semester Cumulative GPA $\geq$ 3.00	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Power 5 Win (per win)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Final Net $\leq$ 50	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Final Net $\leq$ 100	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

MAC Coach of the Year as awarded by the MAC.

National Coach of the Year as awarded by the Associated Press, Men 's Basketball Coaches Association, and/or the United States Basketball Writers' Association, with only one bonus to be paid even if honored by multiple entities.

## *Schedule B*

### *Job Description*

#### Professional Position Description

Position #: 101951

Department: Intercollegiate Athletics Ops

Dept Code: 110010

Position Title: Head Basketball Coach for Men

Reports To: Athletic Director

Contract Type: Professional-contract Full Time (P3)

Revision Dates: 7/2005; 4/2008; 3/2012

Exempt I :

Exempt2: Administrative

Direct Reports: Assistant Basketball Coaches for Men; Director of Basketball Operations for Men.

#### Position Function:

Direct all phases of the Men's basketball program; successfully plan, develop and administer all phases of the Men's basketball program.

#### Duties/Responsibilities:

1. Successfully plan, develop, and administer all phases of the Men's basketball program.
2. Perform proper administration of the budget; includes prepare and manage in a fiscally sound manner.
3. Schedule team travel; coordinate travel arrangements.
4. Recruit and select athletes; determine grant-in-aid recipients.
5. Direct scouting and pre-competition evaluations of opponents.
6. Support the promotion and marketing of the program; includes public speaking, camps, clinics, special projects and dealing with alumni.
7. Work with the athletic communications department, the University Division of Marketing and Communications, and the media to increase visibility of the program.
8. Select, supervise and evaluate assistant coaches; assign and review work, orient and train staff, and make recommendations in all areas related to supervision, including but not limited to interviewing and selection, compensation, discipline, performance appraisal, and training and career development of personnel.
9. Direct and coordinate with University College the successful progress of student athletes.
10. Show commitment to and responsibility for adherence to all rules and regulations of Ball State University, the Mid-American Conference and the NCAA; pass the NCAA certification examination on an annual basis.
11. Perform other related duties as assigned.

#### Minimum Qualifications:

Education: Bachelor's degree.

Experience: Successful playing and/or at least three years of coaching experience.

#### Other:

Must have valid driver's license and must be insurable under the university's auto fleet policy.

#### Additional Preferred Qualifications:

Education: Master's degree.

Experience: At least five years of coaching experience.



### *Schedule C*

#### ***Coach 's Required Minimum Actions to Promote and Monitor NCAA Rules Compliance***

##### **Communication**

- At least annually, the Coach will schedule a meeting with the University's Director of Athletics to discuss the Director of Athletics' expectations for NCAA rules compliance. The meeting will address the following:
  - The Director of Athletics' philosophy and expectations on rules compliance.
  - Compliance resources for the Men's Basketball program.
  - The Men's Basketball Coaching staffs shared responsibility for compliance with compliance staff.
- At least annually, the Coach will schedule a meeting with the University's athletics compliance director to address the following:
  - Compliance director's philosophy and expectations on rules compliance.
  - Compliance resources for the Men's Basketball program.
  - The compliance staffs and Men's Basketball program's expectations regarding submitting rules interpretations and waiver requests and how to best resolve any disagreements over submission of such requests.
  - The Men's Basketball Coaching staffs shared responsibility for compliance with compliance staff.
  - Expectations for reporting actual and suspected NCAA rules issues.
  - A plan for continued dialogue about the compliance environment and expectations.
  - A plan for continued dialogue between Men's Basketball program and compliance staff about issues such as agents, amateurism, recruiting, initial eligibility, and continued eligibility.

##### **Monitoring**

- The Coach will actively look for red flags of potential NCAA violations.
- The Coach will implement the following compliance promoting and monitoring steps:
  - Assign a Men's Basketball staff liaison to the University's athletics compliance staff.
  - Assign Men's Basketball staff members to monitor specific areas of compliance (e.g. initial eligibility, amateurism, practice hours).
  - Regularly evaluate Men's Basketball staff members to ensure their areas of compliance are monitored and that all responsibilities are executed in a timely manner.
  - Ensure that the Men's Basketball program has adequate and ongoing compliance training and that there is a plan in place for discussion of important information.
  - Determine reporting lines for resolving actual and potential NCAA rules issues.
  - Determine reporting lines to alert compliance staff of issues involving prospective student-athletes and current student-athletes.
  - Regularly solicit feedback from the Men's Basketball staff concerning their areas of compliance and the program's overall compliance environment in order to ensure that the monitoring systems are functioning properly.
  - Ensure that the Men's Basketball staff immediately notifies the compliance staff when concerns or red flags occur related to potential NCAA rules violations.

***Schedule D***

***Annual Assistant Men's Basketball Coach Bonus Pool***

MAC Tournament Champion	\$10,000
NCAA Tournament Participation	\$12,000
NCAA Tournament Game Victory (per game)	\$15,000
Team GPA $\geq$ 3.00	\$5000