

**INDIANA STATE UNIVERSITY
EMPLOYMENT CONTRACT
FOR HEAD MEN'S BASKETBALL COACH**

This Agreement, dated as of the 15th day of April, 2012, in consideration of the mutual covenants and conditions herein contained, made between Indiana State University (hereinafter called "ISU") and Greg Lansing (hereinafter called "Coach").

1.0 Employment. Subject to the conditions stated in the provisions of this Agreement, ISU hereby employs the Coach as head coach of the men's basketball team at ISU and the Coach hereby agrees to and does accept the terms and conditions for the employment outlined herein. In such capacity, the Coach shall be under the general supervision of the President of ISU ("President") and the immediate supervision of the Director of Intercollegiate Athletics ("Director"). The Coach shall perform such duties as may be assigned in connection with supervision and administration of the men's basketball program and such other duties in the intercollegiate athletic program of ISU as may be assigned by the Director and which are ancillary to the responsibilities of head coaches of ISU athletic programs. The Coach shall work under the immediate supervision of the Director and shall confer with the Director on all matters requiring administrative and/or technical decisions.

2.0 Term. The term of this Agreement shall operate as follows:

2.1. Each twelve-month period beginning April 1 and ending the following March 31 shall constitute a Contract Year.

2.2 Each party to this Agreement may provide Written Notice of No Rollover to the other no later than February 28 of each Contract Year.

2.3 However, in the event that no such notice is given, an additional Contract Year shall be added to the term, resulting in a Rolling Term. Therefore, the Rolling Term is a continuous five-year term in which Coach is considered as being in the first year until such time as either party gives Notice of Termination.

2.4 After such Notice of Termination is given, there shall be no Contract Year added to the end of the Rolling Term, and therefore, no further Rolling Term. The term shall become fixed at that time.

3.0 Compensation.

3.1 In consideration for services and satisfactory performance of the conditions of this Agreement by the Coach, ISU promises to pay the Coach a base salary of \$219,000, for each contract year, said contract year running from April 1, through March 31 of the following year, payable in equal monthly installments on the first day of each calendar month for the preceding pay period. An annual increase in salary may also be provided (to be effective in any succeeding year) if recommended by the Director and approved by normal ISU procedures for salary increases.

3.2 Incentive Pay.

- a. Conference championship: Should the Coach lead the men's basketball team to a conference tournament championship, ISU will award the Coach a

Fifteen Thousand Dollar (\$15,000) bonus payment. Should the Coach lead the team to an outright regular season championship, ISU will award the Coach a Four Thousand Dollar (\$4,000) bonus payment. If the team achieves a co-MVC regular season championship, ISU will award the Coach a Three Thousand Dollar (\$3,000) bonus payment.

- b. NCAA championship: For each game won in the NCAA National Championship Tournament through the quarter-finals ("Elite Eight"), ISU will pay the Coach Fifteen Thousand Dollars (\$15,000). ISU will award the Coach Seventy-Five Thousand Dollars (\$75,000) if the ISU men's basketball team participates in the "Final Four". ISU will award the Coach One Hundred Thousand Dollars (\$100,000) if the ISU men's basketball team wins the NCAA National Championship. All payments shall be cumulative, resulting in a maximum accrual of \$235,000 (\$15,000 + \$15,000 + \$15,000 + \$15,000 + \$75,000 + \$100,000).
- c. Average Home Game Attendance: ISU will pay Coach \$10,000 for each increase of 1,000 in average paid admissions to ISU home games as compared with the previous year's attendance records.
- d. Additional incentives shall include Seven Thousand Five Hundred Dollars (\$7,500) per game for an NIT post-season appearance, Thirty Thousand Dollars (\$30,000) for winning an NIT Championship, Five Thousand Dollars (\$5,000) for being named Missouri Valley Conference Coach of the Year, and Ten Thousand Dollars (\$10,000) for being named NCAA National Coach of the Year.
- e. Any earned Incentive Pay under this Paragraph 3.2 shall be remitted to Coach no later than 45 days after the final date of competition for that season.

3.3 The Coach shall be entitled to participate in group insurance and retirement programs, voluntary payroll deduction programs and other fringe benefit programs on the same basis and with the same employer contributions that apply to ISU's non-academic administrative employees.

3.4 The Coach will be permitted to enter into and retain income from the following opportunities, subject to providing information to ISU about said opportunities prior to participation and compliance with NCAA reporting and approval procedures. Further, Coach acknowledges and understands that any such benefits, remunerations or perquisites are not part of the compensation owed to the Coach by ISU, and are not in any way guaranteed by ISU or recognized as a responsibility of ISU. Coach will not be entitled to the following opportunities in the event of any termination of this Agreement.

- a. Personal service contracts for commercial endorsements.
- b. Operation of sports camps in facilities of ISU. Access to basketball facilities for a minimum of two (2) weeks per year during each year of the agreement shall be made available to Coach. Subject to a change in ISU policy regarding payment of rental, the ISU basketball facilities shall be provided at

the then current rental rate for facilities. Coach shall be responsible for all other expenses associated with the camp, including the cost of acquisition of adequate liability insurance protection, beyond the cost of the facility. Since it is the responsibility of ISU to ensure that it is meeting NCAA rules and compliance responsibilities concerning sports camps, Coach shall provide all camp records, including by way of example and not by way of limitation, rosters, applications, free or discounted admissions, bank statements, expenses records and payroll records, to the Director or the Director of Compliance when requested.

- c. Endorsements or consultations with athletic shoe, apparel and/or basketball equipment manufacturers.
- d. Speaking engagements or clinics for which an honorarium is paid.
- e. Other opportunities as may arise shall be considered on a case-by-case basis and the Director's approval shall not be unreasonably withheld.
- f. Coach may not use ISU's name, logos or any registered marks in connection with any of the above opportunities without the prior written consent of the Director.

3.5 The Coach shall be provided by ISU with:

- a. A car, on an annual basis;
- b. ISU will provide the Coach on an annual basis, six (6) season football season tickets, nine (9) lower bowl basketball tickets for men's games (not to conflict with existing ticket holders and ISU commitments), twelve (12) upper level basketball season tickets, eight (8) Missouri Valley conference basketball tournament all-session tickets, four (4) season basketball tickets for women's games (not to conflict with existing ticket holders and ISU commitments), and two (2) baseball season tickets.
- c. A complimentary membership at Country Club of Terre Haute, to include monthly dues, provided, however, Coach shall be responsible for all other charges, e.g. range fees, bag storage and food and beverage.
- d. ISU will pay or arrange for third parties to pay the Coach Thirty Thousand Dollars (\$30,000) per full contract year, in two equal installments of Fifteen Thousand Dollars (\$15,000), payable on or before October 1 and February 1 of each contract year, for personal participation in pre- and post-game radio programming, radio "coach's shows" and one weekly television "coach's show" during exhibition, regular season and post-season play by the ISU men's basketball team, and other media appearances as assigned.
- e. ISU will permit the wife of the Coach to travel on the team bus and plane as space is available and in conformance with University policies. Since Coach's wife is herself employed by ISU, Coach's wife must fulfill her employment responsibilities, including approval from her supervisor to be out away from

work for team travel, and shall use vacation time for business hours when she is out of the office traveling with the team.

4.0 Coach's Duties. In consideration of the annual salary and other benefits which may become due and payable to the Coach under the provisions of this Agreement, the Coach does promise and agree as follows:

- a. Faithfully and conscientiously to perform the duties assigned by the Director and the President as specified in Paragraph 1.0 above;
- b. To devote full time attention and energy to the duties of head men's basketball coach required herein and to the promotion of ISU's total athletic program; and to avoid any personal, business, or professional activities or pursuits that will prevent the Coach from devoting full time to performance of the duties under this Agreement or which will materially detract in any manner from the duties outlined herein; and
- c. To recognize and comply with the laws, policies, rules, and regulations of and governing ISU and its employees and the rules of the National Collegiate Athletic Association and the Missouri Valley Conference, as now constituted or as they may be amended during the term hereof. The Coach shall also endeavor to ensure that all assistant coaches and any other employees for whom the Coach is administratively responsible comply with the aforesaid policies, rules, and regulations as well.
- d. To use his best efforts to ensure that members of the ISU men's basketball team achieve the Academic Performance Rate ("APR") minimum threshold determined by the NCAA, and to administer the ISU men's basketball program in accordance with NCAA rules and regulations.
- e. To follow the high moral and ethical standards commonly expected of the Coach as a leading representative of the Department of Intercollegiate Athletics at ISU, and to avoid any conduct that is detrimental or injurious to ISU, the men's basketball program and/or student athletes.
- f. To assist with duly authorized alumni, booster club, and Indiana State university Foundation activities.
- g. To cooperate with news media.
- h. To administer the program within the budgetary parameters established annually by the President and Director. Coach shall be considered to have complied with such budgetary parameters for any extraordinary, non-budgeted item where such item is approved by the Director or other designee of the President and/or Director.

5.0 Travel. The Coach shall conduct such travel as is reasonably necessary to carry out his duties as Head Men's Basketball Coach, subject to the approval of the Director. The Coach shall be entitled to reimbursement for transportation and per diem expenses as provided in ISU Athletics Department.

6.0 Termination

6.1 Termination or Suspension for Cause by ISU. ISU reserves the right and option to terminate this Agreement or to suspend the Coach from performance of duties, with or without any or all of the remuneration set forth in this Agreement, permanently or temporarily without termination of this Agreement, if, at any time, the Coach, in the reasonable opinion of the University fails to comply with any of the provisions of this Agreement, including, but not limited to, Paragraphs 1, 4, and 5.

Coach shall be notified in writing, together with written reasons therefore, of any such suspension. The Coach shall have the procedural right, upon written request, for a review and hearing relative to any such suspension ordered by the Director. Any such hearing shall be with the President and the final determination shall be made by the President. Such final determination shall be conveyed to Coach in writing by the President.

6.2 Termination Without Cause by ISU. ISU reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Coach. In the event of such termination, the Coach shall be entitled to severance pay in the form of the salary and benefits set forth in paragraphs 3.1, 3.2, and 3.5(d), but not paragraph 3.4 and the remaining provisions of 3.5 of the agreement for the unexpired term of the agreement. In the event that Coach takes a job subsequent to his employment at ISU, then Coach's salary shall be guaranteed for a period of six months. After the first six months, then all severance pay shall be offset and not payable by ISU to Coach to the extent of pay earned by Coach in such subsequent job. Severance pay shall be paid out in monthly installments. This severance pay proviso, and any payments made pursuant to this proviso, from which all ordinary payroll taxes (FICA, federal, state, and local) shall be deducted, shall serve as a complete accord and satisfaction of any claims the Coach may possess arising from the termination of the Agreement, including, but not limited to, any remaining obligations under the unexpired term of the Agreement.

6.3 Termination by Coach. If the Coach terminates this Agreement, he shall not be entitled to any severance payments. Further, if any termination by Coach takes place on or before June 30 of the second year of this Agreement, Coach shall pay to ISU seventy-five percent (75%) of his first year base salary. If any termination by Coach takes place on or before June 30 of the third year of this Agreement, Coach shall pay to ISU fifty percent (50%) of his second year base salary. If any termination by Coach takes place on or before June 30 the fourth year of this Agreement, Coach shall pay to ISU twenty five percent (25%) of his third year base salary. In the event of termination by Coach, payment will be remitted to ISU within 12 months of said termination.

6.4 Limitation of Liability. The Coach hereby acknowledges and understands that any benefits, remunerations, or perquisites obtained pursuant to paragraph 3.4 and 3.5 of this Agreement, flowing from his status as the Coach of the ISU men's basketball program are not contemplated by the parties as being material to this Agreement and are not in any way guaranteed by ISU or recognized as a responsibility of ISU. Should this Agreement be terminated for any reason, the Coach agrees and understands that ISU shall have no responsibility to continue,

maintain, or compensate the Coach for the loss of such benefits, remunerations, or perquisites, whether the Agreement is terminated for cause or without cause.

- 6.5 Death or Disability.** If the Coach dies, this Agreement shall terminate automatically on the date of death. ISU will pay or provide any Base Salary, Retirement Contributions, Benefits, Supplemental Stipend, and Bonus that has accrued and/or been earned through the date of death, and shall have no further obligation to make any payments or to provide any Benefits or other consideration under this Agreement or otherwise, other than death benefits, which are then payable by ISU under any ISU benefit plan. In the event that the Coach becomes disabled and cannot continue to perform his duties, the Coach shall be treated in conformity with the ISU procedures provided for non-academic administrative employees, as now or hereafter amended.
- 6.6 Recommendation of Termination.** Termination of the Agreement by the University may occur only after recommendation of such action by the Director and approval of the same by the President of ISU.
- 7.0 Advice of Counsel.** Coach acknowledges that he has been provided with the opportunity to review this document with legal counsel of his choice prior to the signing of the Agreement. Coach is entering into this Agreement of his own free will, with full appreciation of the legal effect of the Agreement, and in consideration for the mutual covenants and conditions contained herein.
- 8.0 Personal Services.** The Coach hereby represents to have special, exceptional, and unique knowledge, skill, and ability as a men's basketball coach which, in addition to future acquisitions of coaching experience at ISU, as well as ISU's special need for continuity in its basketball program will render the Coach's services unique. The Coach recognizes that the loss of Coach's services to ISU, without ISU's approval and release, prior to the expiration of the term of this Agreement or renewal thereof, would cause significant economic hardship to ISU.
- 9.0 Support Staff.** The Coach shall have the right to select and retain three (3) full-time assistant men's basketball coaches, subject to the approval of the Director. The Director shall make specific recommendations to the President, of ISU as to all final decisions regarding the employment or discharging of such assistants.
- 10.0 Governing Law.** This Agreement shall be governed and construed under the laws of the State of Indiana.
- 11.0 Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected. The parties agree that the covenants and obligations of the parties contained herein shall be independent of each other, and the performance of any obligation arising hereunder is not conditioned upon the performance of any other obligations.
- 12.0 Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail to the last known residential address in the case of the Coach, or to its principal office in the case of ISU.

13.0 **Binding Effect.** This Agreement shall be binding upon the heirs and executor and/or administrator of the Coach.

14.0 **Integration.** This instrument contains the entire agreement of the parties and supercedes any prior agreements or discussions between the parties, written or oral. It may not be changed orally but, only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

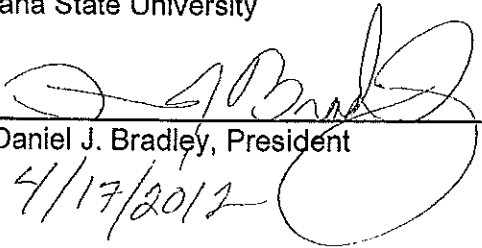
15.0 **Attorney Fees.** If any party to this Agreement breaches any of the terms of this agreement then that party shall pay to the non-breaching party all of the non-breaching party's costs and expenses, including reasonable attorneys' fees, incurred by that party in enforcing the terms of this Agreement.

16.0 **Waiver of Default of Breach.** The waiver by ISU of a breach of any provision of this Agreement by Coach shall not operate or be construed as a waiver of any subsequent breach.


IN WITNESS WHEREOF, the Coach and the authorized representative of ISU have caused this Agreement to be executed as of the date first above written.

Indiana State University

By:


Daniel J. Bradley, President
4/17/2012

COACH


Signature
GREG LANSING
Printed Name