

INDIANA UNIVERSITY
EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made this 29th day of March 2021 between The Trustees of Indiana University, a statutory body politic of the State of Indiana (the “University”) and Mike Woodson (the “Employee”) and constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between these two parties with respect to the subject matter hereof.

ARTICLE I – PURPOSE

The Employee is hereby employed by the University as the head coach of the University’s intercollegiate men’s basketball team on the terms and conditions of this Agreement. The parties agree that, although this Agreement is athletics-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Thus, the educational purposes of the University shall have priority in the various provisions of this Agreement. The Employee recognizes the importance of the maintenance and observance of the principles of institutional control over every aspect of the athletic program, including the Team program, at the University. The Employee agrees to recognize and respect the organizational structure of the University in the execution of his duties under this Agreement.

ARTICLE II - POSITION

2.01 Employee’s Duties and Responsibilities

A. *General Duties and Responsibilities.* Throughout the Term (as hereinafter defined), the Employee shall have the following general duties and responsibilities:

1. *Loyalty and Best Efforts.* The Employee shall devote his best efforts and abilities full-time to the performance of his duties for the exclusive benefit of the University. The Employee shall undertake and perform properly, efficiently, to the best of his ability and consonant with the standards of the University all obligations, duties and responsibilities attendant to the position of men’s basketball head coach as are set forth in this Agreement (or as may be reasonably assigned to the Employee from time to time). The Employee shall act with honesty at all times. The Employee recognizes that his actions are a direct reflection on the University, its athletic program and other individuals associated with the University, and he shall represent the University with honor and dignity and promote fair play and the generally recognized high standards associated with wholesome competitive sports.

2. *Rules Compliance.* The Employee shall comply fully with the constitution (or other governing documents), bylaws, rules, regulations, policies, including self-imposed sanctions, procedures, sanctions, and standards of the University, the National Collegiate Athletic Association (the “NCAA”), the Big Ten Conference (the “Big Ten”), and any other athletics conference (“Conference”) for which the University holds membership in the Employee’s sport of responsibility, including any amendments thereto or interpretative statements thereof issued by the relevant governing authority, or of any of their respective successors (collectively, the “Governing Rules”). The Employee further shall comply fully with any and all decisions, sanctions or other disciplinary action established or issued from time to time by, and any and all interpretations of the Governing Rules by, the University, including without limitation those of the University’s Athletic Department (the “Athletic Department”), the NCAA, the Big Ten, the Conference, or of any of their respective

successors. The Employee's compliance obligations include strict adherence to all of the Governing Rules relating to the conduct and administration of the men's basketball program, including but not limited to those relating to recruiting. The Employee is presumed to be responsible for the actions of all University staff members who report, directly or indirectly, to Employee. Employee shall promote an atmosphere of compliance within the Team program and shall monitor the activities of all University staff members involved with the program who report, directly or indirectly, to the Employee.

In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of any of the Governing Rules may have taken place at the University as a result of an act or omission by him or anyone for which he is responsible, he shall report the same in writing promptly to the Vice President and Director of Athletics (the "Director of Athletics"), the Faculty Athletics Representative of the University, or the athletics department compliance office. The Employee shall cooperate fully in any review or investigation of possible violations of any of the Governing Rules conducted or authorized by the University, the NCAA, the Big Ten or any successor of any of them. All additions, deletions or other changes or modifications during the Term to any of the Governing Rules (or interpretations thereof) shall automatically apply to this Agreement as and when such addition, deletion or other change or modification is effective, without the necessity of a written modification of this Agreement.

B. *Specific Duties and Responsibilities.* The Employee shall have the following specific duties and responsibilities as head men's basketball coach, which list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Agreement or as are consistent with Employee's title as head men's basketball coach and as reasonably determined by the Director of Athletics from time to time:

1. *General Description and Responsibilities.* In his position as head men's basketball coach, the Employee is responsible for the duties normally associated with a Division I men's basketball program, including: prospect evaluation, recruiting, training, coaching, student-athlete academic achievement, student-athlete conduct and welfare, compliance with the Governing Rules, personnel supervision and evaluation, budgetary control, scheduling assistance, promotions, public relations, development activities and the overall effective performance of the men's basketball student-athletes and men's basketball coaching staff.

2. *Specific Responsibilities:* This position has these additional specific responsibilities:

a. Supervise and evaluate assistant coaches and those support staff who report to and whose hiring and discipline is recommended by the Employee, including as stated in Section 2.01.A.2 herein (the Employee shall make recommendations to the Director of Athletics regarding the hiring of assistant coaches and support staff but shall have no authority to make any offers of employment);

b. Provide leadership for the effective recruiting, instruction and coaching of student-athletes, emphasizing fundamentals, conditioning, preparation for competition, and strategy;

c. Maintain an environment where the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA Academic Progress Rate (APR), and the NCAA and federal graduation rates;

- d. Take reasonable steps to maintain a competitive Division I men's basketball program in non-conference, Big Ten and NCAA competition;
- e. Maintain a comprehensive knowledge of all of the Governing Rules, promote an atmosphere of compliance within the Team program, and monitor the activities of all University staff members involved with the program who report, directly or indirectly, to the Employee. Fully participate and cooperate in all compliance-related activities (and remain in contact with the compliance staff), procedures, and evaluations conducted by the University and require all of the men's basketball coaches, staff, and others involved in the men's basketball program to adhere in all respects to the foregoing;
- f. Participate in the marketing and promotional activities for the men's basketball team program and the University's overall athletics program;
- g. Oversee all aspects of prospective student-athlete recruiting, including recruiting contracts, evaluations, official visits, telephone calls and other communications and any travel-related activities of prospective student-athletes and the men's basketball coaching staff;
- h. Participate and reasonably cooperate with media, alumni and civic groups consistent with the objectives of the athletics program (coordinate through the Athletic Department staff) and in a manner reasonably satisfactory to the Director of Athletics;
- i. Work to integrate the student-athletes and team into the whole spectrum of academic life so as to complement the University and its mission;
- j. Work within and support the rules, regulations, guidelines and policies of the Athletic Department;
- k. Provide positive and constructive public statements regarding the men's basketball team, athletics program, athletics staff, coaches, the University and the University staff and represent the University positively in public and private forums and in a manner that does not reflect adversely and materially on the University;
- l. Make every reasonable effort, in recognition that academic success among student-athletes is a very high priority for the University, to cooperate with, assist, and support the efforts of the University's faculty and administrative officials as they work to assist the men's basketball team's student-athletes in meeting their academic requirements;
- m. Maintain discipline in the men's basketball team's program (being fair and protective of the student-athletes while motivating them);
- n. Maintain an environment in which everyone associated with the men's basketball team's program works together pursuing continuous improvement;
- o. Maintain an environment in which the assistant coaches, staff, and others involved in

the men's basketball program comply in all respects with the Governing Rules; and

p. Work with the Director of Athletics (or designee) in meeting the overall objectives (e.g., financial, competitiveness) of the intercollegiate athletics program.

3. *Assistant Coaches/Support Staff.* The Employee shall have the authority to select for hire, manage, discipline, and terminate assistant coaches and other support staff for the men's basketball program who directly report to the Employee, subject to the approval of the Director of Athletics and to the budgetary limitations and hiring practices of the Athletic Department. All assistant coaches and support staff members shall be University employees. Pursuant to NCAA Bylaw 11.1.1.1, it is understood that assistant coaches and support staff members are immediately responsible to the Employee, who will assign the duties of each of the assistant coaches and support staff members, and that the Employee is responsible for the activities of such assistant coaches and support staff members as those activities relate to the educational purposes and the athletics interests of the University. It is further understood that the Employee and all assistant coaches and support staff members are ultimately responsible to the Director of Athletics for compliance with the policies of the University, including those of the Athletic Department, and the constitution, bylaws, rules, regulations and all official interpretations thereof of the NCAA, Big Ten, and Conference, as may be in effect from time to time. The University acknowledges and agrees that Employee will be provided an annual salary pool allotment for the three full-time assistant coaches and support staff at an amount commensurate with high-level NCAA Division I basketball programs and Big Ten peer institutions.

4. *Scheduling.* The Director of Athletics and the Employee with work in concert to ensure that the men's basketball team's schedule allows the men's basketball program to meet and maintain the University's objectives of the overall intercollegiate athletics program of the Athletic Department. Ultimately, the schedule of games is the decision of the Director of Athletics.

2.02 Employee May be Disciplined for Violations of NCAA and/or Conference Rules or Regulations. Without limiting University's rights as otherwise set forth in this Agreement (and notwithstanding any other provision of this Agreement), if, in the good faith determination of the University, the Employee is involved in any act or omission that may give rise to a finding that he, or any member of the men's basketball program, including assistant coaches, any student-athletes, and/or the University, has violated any NCAA and/or Conference rules, the Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA and/or Conference enforcement procedures, including suspension without pay or termination of employment. For purposes of this Agreement the term "NCAA Rules" shall refer to the Governing Rules of (or issued or promulgated by) the NCAA or any successor of the NCAA and "Conference Rules" shall refer to the Governing Rules of (or issued or promulgated by) the Big Ten or other athletics conference for which the University holds membership in the Employee's sport of responsibility.

If the University terminates this Agreement pursuant to Section 6.02.B herein and solely because of violation of the NCAA Rules and/or the Conference Rules, and the NCAA and the Conference ultimately determine that the Employee, neither through act nor omission, was not responsible for any NCAA Rules or Conference Rules violation, the University shall owe the Employee the applicable Termination Payment as defined in Section 6.02.G, subject to the conditions in Section 6.02.H.

In addition (and without limiting any other rights of the University under this Agreement), the University may take any disciplinary or corrective action for any violation of this Agreement pursuant to the applicable

terms and conditions contained herein. Without limiting the foregoing, the University may in its sole discretion take disciplinary or corrective action in lieu of termination of the employment of the Employee by the University for Cause (as hereinafter defined) in the event of the occurrence of any act or event that could be grounds for termination of employment by the University for Cause and/or pending a review or investigation of any such act or event. Disciplinary or corrective action may include, but is not limited to, suspension with pay or without pay for a period of up to 30 days, reduction of salary or other compensation otherwise payable under this Agreement for up to 60 days, termination of employment for significant or repetitive violations, or other disciplinary or corrective action which may be authorized by the NCAA enforcement procedures.

2.03 Reporting Relationship. The Employee shall report to the Director of Athletics. The Employee's job duties and responsibilities shall be reviewed, revised and reasonably assigned from time to time by the Director of Athletics. The Employee shall also confer with the Director of Athletics and reach mutual agreement either on a case-by-case basis or by adhering to established protocol, before the Employee promises to award any athletic scholarships to student-athletes.

ARTICLE III - TERM AND RENEWAL OF EMPLOYMENT

3.01 Term of Agreement. The University hereby employs and the Employee hereby accepts employment hereunder for the period beginning on March 29, 2021, and ending on March 31, 2027 ("The Normal Expiration Date"), unless such employment is earlier terminated pursuant to the terms and conditions of this Agreement. The actual period of time that the Employee is employed by the University under the terms and conditions of this Agreement is referred to in this Agreement as "Term."

3.02 Periodic Personnel Evaluations. The Employee's performance of his job duties and responsibilities will be evaluated by the Director of Athletics or his designee at the end of the men's basketball team's competitive season. This evaluation will take into account prior evaluations, if any, and the expectations and goals set for the Employee in such prior evaluations.

3.03 Renewal. Renewal of Employee's contract will be contingent upon the satisfactory performance of Employee's duties as defined in this Agreement and determined solely by the Director of Athletics.

3.04 Non-Renewal. Upon a determination that Employee's contract will not be renewed, Employee shall be notified of the decision in writing and any and all property belonging to the University must be returned within two (2) weeks of Employee's receipt of notification. Items to be returned include, but are not limited to, any issued cell phone, keys, and credit cards. Any car allowance or cell phone stipend provided under Article IV of this Agreement shall cease to be paid by the University as of the month following the notification date. The Director of Athletics may, at his sole discretion, require the Employee to exhaust any paid time off (PTO) that Employee has accrued prior to the Employee's final date of Employment. To that end, the Director of Athletics shall set the Employee's final date of employment, which shall be either the last dated listed in Section 3.01 of this Agreement or the date upon which the Employee's PTO is exhausted.

ARTICLE IV - COMPENSATION

4.01 Base Salary. The base salary paid by the University to the Employee for services provided according to the terms and conditions of this Agreement shall be at the rate of Five Hundred Fifty Thousand (\$550,000) Dollars per year, payable in monthly installments and in accordance with the standard payroll practices of the University.

4.02 *Moving Expenses.* Employee shall receive a Fifty Thousand (\$50,000) Dollar signing bonus for the purpose of covering moving expenses. The University shall provide Employee with up to ninety (90) days temporary housing while Employee searches for a permanent residence.

4.03 *Retention Bonus.* Beginning with April 1, 2022 and continuing for each subsequent year of the Term, if the Employee is still employed by the University as head men's basketball coach on April 1 of the applicable year, Employee shall be awarded a retention bonus of Seventy-Five Thousand Dollars (\$75,000). If earned, this retention bonus shall be payable by April 30 of the applicable year.

4.04 *Benefits/Expenses/Stipends.* During the Term of this Agreement, the University will provide the Employee with the benefits, reimbursements, and stipends as described below, and no others.

A. *Standard University Employee Benefits.* The Employee shall be entitled to the standard University Employee benefits appropriate to the Employee's classification (as described by the University's human resource policies), including, among other things, group life insurance, paid time off, medical coverage, retirement contributions and a tuition benefit plan. If any benefit is based in whole or in part upon salary paid to the Employee, such benefit shall be based only on Employee's base salary and shall not be based on any outside income, or supplemental compensation paid in accordance with the provisions set forth in Sections 4.05, 4.06, or Article V hereof.

B. *Expenses.* The University will reimburse the Employee for expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Agreement, including, but not limited to, expenses incurred while recruiting and work-related travel. Such reimbursement shall be made in accordance with the standard policies and procedures of the University upon presentation to the University of vouchers or other statements itemizing such expenses in reasonable detail. Such reimbursement shall be at the rate provided by University policies.

C. *Spouse and Family's Travel.* The Employee's spouse and immediate family will be allowed to accompany him to all away basketball games, including pre-season and post-season tournaments, at the expense of the University and in accordance with departmental and University travel regulations.

D. *Automobile.* The University shall provide to the Employee on a loan basis one late model automobiles for his use during the Term. The University shall obtain an automobile mutually acceptable to the parties. The University further agrees to provide appropriate liability and comprehensive automobile insurance subject to the University and the Athletic Department policies and procedures to cover the Employee in the use and operation of said vehicle during the Term.

E. *Head Coach Complimentary Package.* The University will provide Employee eight (8) priority-level season tickets to the University's men's regular season home basketball games plus, at the Employee's request, up to twenty (20) single game tickets in the lower bowl for each of the University's men's regular season home basketball games. Additionally, the University will provide the Employee with up to eight (8) priority-level single game tickets to the University's men's regular season away basketball games and up to twelve (12) single game tickets to each of the University's men's post-season Big Ten, NCAA, or NIT basketball tournament games in which the University's basketball team is participating. The Employee is prohibited from and shall not resell these tickets. Along with these tickets, the following items will be made available to the Employee as part of his employment with the

University while serving in the position of men's basketball head coach at the University:

- 1) Eight (8) Football season tickets;
- 2) Eight (8) passes to all other IU Athletics' competitions;
- 3) Two (2) Parking passes for Football;
- 4) Two (2) Parking passes for Men's Basketball;
- 5) Season credentials for Football;
- 6) Season credentials for Men's Basketball;
- 7) Unlimited family use of the IU Golf Course and Driving Range (including green fees, cart fees, and range balls); and
- 8) Adidas apparel and gear as specified in this Agreement.

The Employee may choose to decline the offer of season tickets for Football by providing a written communication to the IU Ticket Office. If the Employee chooses to accept the offer of season tickets to Football, the Employee is prohibited from re-selling these tickets. All fringe benefits received by Employee will be subject to applicable tax laws and, if appropriate, will be treated as taxable income subject to applicable withholding and other taxes.

Moreover, regarding other applicable items included in the Head Coach Complimentary Package as provided above (i.e., parking passes, spouse and children's travel, adidas apparel and gear), the Employee will be taxed only on items he chooses to use.

4.05 Outside, Marketing and Promotion Income.

A. As part of his duties as head men's basketball coach, the Employee shall be obligated to promote the University's men's basketball program, including but not limited to: (i) delivering, making and granting a reasonable number of public appearances (as coordinated through the athletic media relations and marketing staff) and media interviews (as coordinated through the athletic media relations staff) and making himself reasonably available for newspaper articles and columns in connection with his position as head men's basketball coach; (ii) providing his full and complete cooperation with the broadcast of any television, radio or other media programs related to the University's men's basketball program, including but not limited to a reasonable number of coaches shows, pre-game and post-game shows, and off-season shows; and (iii) reasonably providing personal appearances, endorsements and compliance and cooperation with sponsorship and product and equipment supply agreements for the Athletic Department and the University's men's basketball program, including without limitation reasonably assisting in the performance of contracts for apparel and/or footwear for team student-athlete and staff use (and promoting, endorsing or consulting on such apparel or footwear), which contracts are to be negotiated exclusively by the University. In recognition of these services, the University shall pay the Employee annually Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000), which shall be earned on a pro-rated basis during the employment year and shall be payable in twelve (12) equal monthly installments in accordance with the University's customary payroll procedures, less applicable taxes and other withholding required by law (the "OMPI Compensation"). This amount is subject to possible annual merit increases.

The University shall retain any and all monies offered by any third party: (i) in exchange for an agreement that the University's men's basketball team provide signage or other exposure, wear its shoes, apparel or use other equipment during competition or that the Employee and/or others shall wear, promote, endorse or consult with any third party concerning the design and/or marketing of such shoes, apparel or equipment; (ii) for radio, television and other media rights relating to the University's men's basketball program; (iii) for any endorsements, speeches, appearances or articles by the Employee; and (iv) for any other services rendered by the Employee in connection with or otherwise related to his role as head men's basketball coach unless the Director of Athletics consents in writing (which consent will not be unreasonably withheld) to the Employee retaining any such monies pursuant to Section 4.05.B.5. All contracts for athletics equipment and apparel shall be between the University and the vendor.

The University shall own all rights to any and all radio, television and internet programs and shall be entitled, at its option, to produce and to market the programs or to negotiate with third parties for the production and marketing of the programs. Except for commercial endorsements made directly by the Employee with the-prior written consent of the Director of Athletics (which consent will not be unreasonably withheld) pursuant to Section 4.05.B.5, the University shall have the exclusive and primary right to contract with program sponsors for commercial endorsements by the Employee and to authorize the use of such endorsements during the programs. The Employee will not be required to commercially endorse or to act in concert with any sponsor whose product conflicts with or competes with a sponsor of the Employee previously approved in writing by the University. The best efforts required of the Employee under this section shall be the personal time and efforts customarily expected by head men's basketball coaches in the Football Bowl Subdivision (FBS) of Division I (formerly Division I-A) with respect to such activities at other institutions, including those in which the revenue is paid directly to the head men's basketball coach by such third party. Notwithstanding the language contained herein, the University acknowledges that Employee's primary responsibility is in coaching the team (to include, but not be limited to, recruiting players, managing the staff, practicing the team, instructing members of the team, game-planning, etc.) and any requests for additional services from the University will be reasonable in scope, limited, and subject to Employee's primary responsibility.

The Employee shall not appear without the prior written approval of the University in any competing television, radio and internet programs during the Term except routine news media interviews for which no compensation is received, nor shall the Employee endorse, sponsor or publicly promote any product or equipment which competes with the products or equipment of a sponsor or supplier of the men's basketball program.

B. Other Provisions Concerning Outside and Promotional Activities. The following general terms and conditions shall also apply to the Employee:

1. *University Obligations are Primary.* Outside activities by the Employee, whether or not authorized in accordance with this Agreement or approved by the Director of Athletics, shall not interfere with the full and complete performance by the Employee of his duties and obligations as a University Employee, recognizing always that the Employee's primary obligations lie with the University and its student-athletes.
2. *Rules Control.* In no event shall the Employee accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, corporation, the University

booster club or alumni association or other benefactor if such action would violate any of the Governing Rules.

3. *The University is Not Liable.* The University shall have no responsibility or liability for any claims arising from any of the Employee's outside activities.

4. *Prior Approval.* The Employee shall obtain prior written approval from the Director of Athletics (which approval will not be unreasonably withheld) before accepting or entering into any agreement or arrangement that directly or indirectly involves any outside income. During the Term, the Employee shall not make or continue to hold any investment in or be associated with any enterprise (e.g., gambling, alcoholic beverages) which could be deemed to be inconsistent with the University's objectives and philosophies or those of the NCAA or the Big Ten without having first obtained the approval of the Director of Athletics and the University President (which approval will not be unreasonably withheld).

5. *Opportunities to Earn Outside Income.* Subject to the provisions of all the preceding paragraphs of Section 4.05 hereof, the Employee may have the opportunity to make additional outside income as follows:

- a. *Commercial Endorsements.* Subject to obtaining advance written approval of the Director of Athletics (which approval will not be unreasonably withheld), the Employee may undertake commercial endorsements of products and services that are not in conflict with his obligations in this Section 4.05 in which he identifies himself as the University's head men's basketball coach during such time as the Employee is assigned to such position but that he may not otherwise associate the University's name or trademarks or logos with an endorsement, and provided that all such agreements must cease at the earlier of the termination of this Agreement or when the Employee is no longer the head men's basketball coach.
 - b. *Other Opportunities.* From time to time, other opportunities may arise for outside income that are unanticipated at this time and that may be mutually beneficial to the parties. In such event, the Employee shall confer with the Director of Athletics and, upon the advance written approval of the Director of Athletics (which approval will not be unreasonably withheld), the Employee may pursue such opportunities.
6. *The Employee Solicitation of Donor Funds.* The Employee recognizes the overall positive impact to the University and the athletics program of a well-coordinated fundraising effort and agrees that any solicitations or requests for funding will be made only with prior approval from the Athletic Administration and the University's institutional advancement officials (which approval will not be unreasonably withheld).

4.06 Disclosure of Outside Income. The Employee shall report annually in writing to the President of the University through the Director of Athletics, on or before April 15 of each year received, all athletically related income from sources outside the University during the previous calendar year, and the University shall have reasonable access to all records of the Employee necessary to verify such report.

4.07 *Camps.* The University has the exclusive right to authorize summer youth athletic camps on its campus using the University facilities. The Employee shall have the opportunity to use the University's athletic facilities in connection with a summer youth boys' basketball camp owned and run by the Employee for three (3) weeks each summer, provided that the University is reimbursed by the Employee for all of its actual and overhead expenses including room and board provided by the University and insurance, if provided by the University, incurred in the administration of the camp and in making supplies and facilities available. The three (3) weeks shall be designated by the University upon consideration of the preference of the Employee and upon such conditions as may be required from time to time by the University's facilities during normal business hours. The reimbursable expenses shall be approved by the Director of Athletics (which approval will not be unreasonably withheld) and are subject to review and revision annually, if necessary, to cover actual and overhead expenses. Any net revenue from the camp will be retained by the Employee and allocated to the men's basketball program or staff as determined by the Employee. Unless otherwise approved in advance in writing by the Director of Athletics (which approval will not be unreasonably withheld), the Employee must use accrued vacation time for participation in any off-campus camps. The Employee's participation in off-campus camps shall not occur during the same weeks as the Employee's summer youth boys' basketball camps at the University, nor shall it interfere with the Employee's responsibilities to the University or the effective operation of the men's basketball program. From year to year of this Agreement, a separate document shall be prepared setting forth the details of the camp expenses.

4.08 *adidas Product Allowance.*

- A. The Employee shall receive an annual allowance of \$10,000 for the placement of orders for adidas product.
- B. The Employee must utilize the annual allowance during each year, and any allowance remaining at the end of the year shall not be carried over.
- C. Orders may be placed by the Employee directly with adidas, and the University shall notify the Employee if a particular adidas representative is to be the contact person for this purpose. Employee understands and agrees that the University may contact adidas regarding the allowance account and may receive balance information, or any other account information for auditing purposes.
- D. Employee acknowledges and agrees that the amount of the allowance used in a calendar year will be included in the employee's gross income on his Indiana University Form W-2, Wage and Tax Statement, for that calendar year.

4.09 *Athletics Dining*

- A. University and Employee agree that there is mutual value in Employee dining with student-athletes and departmental employees at the athletic dining facility.
- B. University may arrange for Employee to be provided meals made available to student-athletes and University employees at no cost to Employee at the sole discretion of the University.
- C. The Employee acknowledges and agrees that the value of meals actually received under this section will be tracked on a daily basis for each calendar year and the value of such meals will be included in the

Employee's gross income on his Indiana University Form W-2, Wage and Tax Statement, for that calendar year.

4.10 Recruiting Travel. Subject to the Department's budgetary limits, Employee shall be authorized to utilize private air transportation for recruiting purposes, or access to first-class airline travel in the event private air transportation is not feasible, on a trip-by-trip basis.

ARTICLE V - SUPPLEMENTAL COMPENSATION

5.01 Supplemental Compensation for Academic Achievement. During the Term, and beginning on June 30, 2022, if the most recently calculated NCAA multiyear APR score for the University men's basketball team is greater than or equal to 950 on June 30, Employee will receive an additional amount of One Hundred Thousand Dollars (\$100,000.00). Any such supplemental compensation, if earned and payable, shall be payable by July 31 following such date. In the event that the NCAA changes the definition or formulation of APR, the parties shall amend this provision to be consistent with the new definitions or formulation.

5.02 Supplemental Compensation for the Big Ten Regular Season Conference Championship, Big Ten Tournament Championship, and NCAA Men's Basketball Tournament Play.

The following provisions shall apply during the Term:

- A. If the University's men's basketball team, which is under the direct supervision of the Employee during the Term, wins "outright" or "ties" the regular season (not post-season tournament) Big Ten Conference men's basketball title, Employee will receive an additional amount of One Hundred Twenty-Five Thousand (\$125,000) Dollars.
- B. If the University's men's basketball team, which is under the direct supervision of the Employee during the Term, finishes in the top three teams in the regular season (not post-season tournament) of Big Ten Conference play, Employee will receive an additional amount of One Hundred Thousand Dollars (\$100,000).
- C. If the University men's basketball team, which is under the direct supervision of the Employee during the Term, wins the Big Ten Conference men's post-season tournament basketball championship, the Employee will receive an additional amount of Fifty Thousand Dollars (\$50,000).
- D. If the University men's basketball team, which is under the direct supervision of the Employee during the Term, qualifies for the NCAA Division I Men's Basketball post-season Tournament, the Employee will receive an additional amount of Twenty-Five Thousand Dollars (\$25,000).
- E. If the University men's basketball team, which is under the direct supervision of the Employee during the Term, advances to the NCAA Division I Men's Basketball post-season Tournament round of thirty-two (32) teams, the Employee will receive an additional amount of Twenty-Five Thousand Dollars (\$25,000).
- F. If the University men's basketball team, which is under the direct supervision of the Employee during the Term, advances to the NCAA Division I Men's Basketball post-season Tournament Sweet Sixteen, the Employee will receive an additional amount of Thirty-Five Thousand Dollars (\$35,000).

G. If the University men's basketball team, which is under the direct supervision of the Employee during the Term, advances to the NCAA Division I Men's Basketball post-season Tournament Elite Eight, the Employee will receive an additional amount of Fifty Thousand Dollars (\$50,000).

H. If the University men's basketball team, which is under the direct supervision of the Employee during the Term, advances to the NCAA Division I Men's Basketball post-season Tournament Final Four, the Employee will receive an additional amount of One Hundred Twenty-Five Thousand Dollars (\$125,000).

I. If the University men's basketball team, which is under the direct supervision of the Employee during the Term, advances to the NCAA Division I Men's Basketball post-season Tournament championship game, the Employee will receive an additional amount of One Hundred Seventy-Five Thousand Dollars (\$175,000).

J. If the University men's basketball team, which is under the direct supervision of the Employee during the Term, wins the NCAA Division I Men's Basketball post-season Tournament Championship (National Champions), the Employee will receive an additional amount of Two Hundred Fifty Thousand Dollars (\$250,000).

K. Employee will receive an additional amount of Fifty Thousand Dollars (\$50,000) if he is voted the "Big Ten Coach of the Year" by either the Big Ten Conference coaches or the Big Ten Media Voting Panel. The maximum amount awarded under this Section 5.02.K during any one intercollegiate men's basketball season shall be Fifty Thousand Dollars (\$50,000).

L. Employee will receive an additional amount of Fifty Thousand Dollars (\$50,000) if he is named the Naismith College Coach of the Year, the Associated Press College Basketball Coach of the Year, or the USA Today College Basketball Coach of the Year. The maximum amount awarded under this Section 5.02.L during any one intercollegiate men's basketball season shall be Fifty Thousand Dollars (\$50,000).

M. The afore-mentioned bonuses are cumulative and payable within thirty (30) days of each such achievement.

ARTICLE VI - EMPLOYMENT AGREEMENT CONDITIONS

6.01 Resignation by Employee. The parties agree that the Employee may terminate this Agreement prior to the Normal Expiration Date upon the following terms and conditions.

A. Written Notice by Employee. The Employee may terminate this Agreement prior to the Normal Expiration Date by giving the University written notice of the termination of his employment with the University.

B. Effect of Termination. If the Employee terminates his employment in accordance with the provisions of Section 6.01.A, the Employee shall be obligated to pay to the University the amount provided in Section 6.01.C below and all obligations of the University to make further payments and/or to provide any benefits or other considerations hereunder shall cease as of the date of termination, except for earned but unpaid compensation.

C. *Early Termination Payment.* The Employee recognizes that his promise to work for the University until the Normal Expiration Date is an essential consideration of and a material inducement for the University's decision to employ him as the head men's basketball coach. The Employee also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as head men's basketball coach with the University prior to the Normal Expiration Date. Accordingly, in the event the Employee resigns or otherwise terminates his employment under this Agreement prior to the Normal Expiration Date to accept other basketball-related employment, he will pay to the University pursuant to the following schedule:

<u>Date Resigned</u>	<u>Amount Owed to University</u>
Before or on March 31, 2024	Equivalent to one year of Employee's then current Base Salary and OMPI Compensation.
After March 31, 2024	\$500,000

This payment is to reimburse the University for expenses, including but not limited to (i) searching for, recruiting and hiring a new head men's basketball coach and coaching staff; (ii) relocating a new head men's basketball coach and coaching staff; and (iii) buying out the contract, if necessary, of a new head men's basketball coach. The Employee expressly agrees that such amount is a reasonable approximation of the harm that the University will incur in the event of such resignation or termination by the Employee. The Employee shall pay such amount in full to the University within ninety (90) days after the date of the Employee's termination of employment.

6.02 *Termination by the University.* The parties agree that the employment of the Employee by the University under this Agreement shall be subject to automatic termination or termination by the University, as applicable, prior to the Normal Expiration Date upon the following terms and conditions.

A. *Automatic Termination upon Death or Disability of Employee.* This Agreement shall terminate automatically if the Employee dies, or if the Employee becomes permanently disabled. "Permanently disabled," for purposes of this Agreement, shall mean physical or mental incapacity of the nature which prevents the Employee from performing the essential functions of his job under the Agreement with or without reasonable accommodation for a period longer than ninety (90) consecutive days. The determination whether Employee is able to perform the essential functions of his job shall be made exclusively by the University.

If this Agreement is terminated pursuant to this section because of the Employee's death, the Employee's salary and all other benefits shall terminate as of the calendar month in which death occurs or on the date of death (or other date called for by applicable University policy), in accordance with University policies, except that the Employee's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the University and due to the Employee thereunder, as well as any theretofore earned but unpaid compensation.

If this Agreement is terminated under this section because the Employee becomes permanently disabled and

unable to perform the essential functions of his job with or without a reasonable accommodation, the Employee's salary shall terminate at the end of the month in which the disability determination is made, but any other benefits that might accrue under these circumstances (such as disability benefits to which he is entitled under any disability program in which he is enrolled or eligibility for COBRA) shall be available in accordance with the University's personnel policies in effect at the time and Employee shall also be entitled to any theretofore earned but unpaid compensation.

B. *Termination by the University for Cause.* The University may terminate the Employee's employment under this Agreement prior to Normal Expiration Date for "Cause." The term "Cause" shall mean any of the following, provided however that the University does not intend to terminate this Agreement in the event of minor, technical, or otherwise immaterial violations:

1. Any significant, knowing, or repetitive violation by the Employee of any obligations, duties or responsibilities outlined in Section 2.01 or any refusal or unwillingness to perform any such obligations, duties or responsibilities in good faith and to the best of the Employee's abilities;
2. Any conduct, including acts or omissions, of the Employee in violation of any criminal felony statute, whether prosecuted or not, or any act of moral turpitude;
3. Any significant, knowing, or repetitive conduct, including acts or omissions, of the Employee that may give rise to a finding of a violation of any of the Governing Rules, including but not limited to any conduct which may have occurred during any prior employment of the Employee at another NCAA member institution and for which the NCAA could hold the Employee responsible;
4. Any significant, knowing, or repetitive conduct, including acts or omissions, by any coach or any other staff member of the men's basketball program or any other person under the Employee's supervision and direction, including student-athletes in the program, that violates the Governing Rules and which violation the Employee knew or should have known of;
5. Any conduct, including acts or omissions, of the Employee which is seriously prejudicial to the best interests of the University or the Athletic Department or which materially violates the University's stated mission or which conduct reflects materially and adversely upon the University or its athletic program;
6. Any prolonged absence from the performance of the Employee's obligations, duties and responsibilities under this Agreement without the prior consent of the Director of Athletics (which consent will not be unreasonably withheld);
7. Any failure to obtain the University's permission from the Director of Athletics to enter into an agreement for outside or promotional income as set forth in Section 4.05.B.4 (which permission will not be unreasonably withheld);
8. Any fraud or dishonesty of the Employee in the performance of any of his obligations, duties or responsibilities under this Agreement;
9. Any failure to reasonably ensure that all members of the coaching staff and other members of the men's basketball program comply with the Governing Rules including as stated in Section 2.01.A.2 herein.

10. Any failure by the Employee to comply with his obligations, duties and responsibilities under Section 6.04 of this Agreement or any material breach of the representations and warranties of the Employee in Section 6.05 of this Agreement.
11. Any conduct, including acts or omissions, that misleads the University or the Director of Athletics about any material matters related to the men's basketball program, including matters related to the Employee, any assistant coaches or other staff members or any student-athletes;
12. Any failure or refusal to cooperate with the Director of Athletics or other University officials, including any compliance personnel, which is not remedied by the Employee within ten (10) days following receipt of written notice thereof provided such violation is susceptible of being remedied;
13. Fraud or dishonesty of the Employee in preparing, falsifying, submitting or altering documents or records of or to the University, the NCAA or the Big Ten or Conference, or documents or records required to be prepared or maintained by law, any of the Governing Rules, or other documents or records pertaining to any recruit or student-athlete, including without limitation expense reports, transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, provided that the Employee had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts;
14. Any use or consumption by the Employee of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree or for such appreciable period that impairs significantly or materially his ability to perform his duties hereunder or that reflects adversely upon the University or its athletic program; or failure by the Employee to fully cooperate in the enforcement and implementation of any drug testing program established by the University for student-athletes;
15. The Employee's sale, use or possession of (or the Employee's permitting, encouraging or condoning a student-athlete, coach, or other athletic staff member to sell, use or possess) any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by the Employee, student-athlete, coach, or other athletic staff member is prohibited by law or by the Governing Rules;
16. Soliciting, placing or accepting by the Employee of any bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by the Employee of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest, whether through a bookmaker, a parlay card, a pool or any other method of organized gambling, or the furnishing by the Employee of information or data relating in any manner to the men's basketball program or any other sport to any individual known by the Employee to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by the Employee with any of such persons; or
17. Any significant, knowing, or repetitive other violation by the Employee of any material term or condition of this Agreement which is not specified above and which is not remedied by the Employee within ten (10) days following receipt of written notice thereof provided such violation is susceptible of being remedied.

C. *Procedures for Termination for Cause.* If at any time the University has any reason to believe that Cause may exist to terminate the employment of the Employee pursuant to Section 6.02.B of this Agreement, the University shall have the right to (1) suspend the Employee with pay upon written notice to the Employee and/or (2) conduct a review or investigation, either on its own initiative or in conjunction with the NCAA, the Big Ten or otherwise, with or without notice to the Employee. Upon request, the Employee shall cooperate with the University and/or its professional advisors in the conduct of the review or investigation to the full extent requested by the University, including but not limited to providing oral or written statement(s) under oath and providing originals or copies of any and all information, records or documents requested by the University.

If the Director of Athletics decides to terminate Employee's employment for Cause pursuant to Section 6.02.B of this Agreement, the Director of Athletics will provide written notice of termination to the Employee that specifies the reasons for such termination and the effective date of the termination. "Cause" sufficient to terminate the employment of the Employee pursuant to Section 6.02.B of this Agreement shall be determined solely by the Director of Athletics.

The Employee shall have ten (10) days after receipt of notice of termination to file a written appeal of his termination for Cause to the President of the University. The President may consider the appeal or may appoint one or more delegates to consider the appeal. The President or his delegate(s) will provide an opportunity for the Employee to be heard regarding his termination. After such opportunity, the President or his delegate(s) will notify the Employee of the final outcome in writing, and the decision of the President or his delegate(s) will be final.

The Employee acknowledges and agrees that the foregoing procedure is the exclusive University procedure that will apply in a termination for Cause situation. The Employee waives his right to use or pursue any and all other University procedures, including the grievance procedures, afforded to other employees of the University in connection with a termination of their employment by the University.

D. *University's Obligations Upon Termination for Cause.* In the event this Agreement is terminated for Cause in accordance with the provisions of Section 6.02.B and Section 6.02.C, all obligations of the University to make further payments of any compensation, including base salary, benefits, supplemental compensation, or any other payments required by this Agreement and/or to provide any other consideration hereunder shall cease as of the date of termination, except for any benefit extended to other employees under University policies and for any earned but unpaid compensation.

In no case shall the University be liable to the Employee 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, media appearances, personal appearances, radio, television, internet, marketing and promotional services, apparel or shoe contracts, equipment agreements, consulting relationships, social media, or from other sources that might produce promotional or outside income.

E. *Action by University Without Cause.* The parties agree that the University may end this Agreement prior to the Normal Expiration Date, Without Cause. Termination "Without Cause" shall mean termination on a basis other than those set forth in Section 6.02.A and Section 6.02.B above. Termination by the University Without Cause shall be effectuated by delivering to the Employee written notice of the University's intent to end this Agreement Without Cause, which notice shall be effective upon the earlier of the date set forth in such notice or ten (10) days after receipt of such notice by the Employee.

F. *Termination by University Without Cause.* If the University ends this Agreement Without Cause prior to the Normal Expiration Date in accordance with the provisions of Section 6.02E hereof, the University, in no case, shall be liable for the Employee's loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearance, personal appearance, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships or from any other sources that may result from the University's termination of this Agreement Without Cause.

G. *University's Obligation Upon Termination Without Cause.* Upon Employee's execution of a Severance Agreement/Release acceptable to the University, the University's sole obligation to the Employee shall be to pay the Employee the Termination Payment (as defined below) for the period from the date of termination to the Normal Expiration Date, plus any earned but unpaid compensation. For purposes of this Agreement, "Termination Payment" shall mean the following amounts depending upon the year in which the Employees employment is terminated.

<u>Date Terminated</u>	<u>Amount Owed to Employee</u>
Before April 1, 2025	Equivalent of 100% of Employee's total remaining Base Salary and OMPI Compensation due through the end of the otherwise unexpired Normal Expiration Date.
On or after April 1, 2025	Equivalent of 50% of Employee's total remaining Base Salary and OMPI Compensation due through the end of the other unexpired Normal Expiration Date.

Irrespective of the total sum to be paid, this amount will be payable in monthly installments in accordance with the standard payroll practices of the University, with appropriate withholding and deductions for taxes and other matters required by law, commencing at the end of the month following the month in which termination occurs and ending on the Normal Expiration Date. The University's obligation to pay the Employee under this section shall be subject to the mitigation provisions of Section 6.02.H of this Agreement. Other than as set forth in this Section 6.02.G, in no case shall the University be responsible or otherwise liable to the Employee following the date of termination for any payments for base salary, fringe benefits, outside, marketing or promotional income as defined in Section 4.05, supplemental compensation, deferred compensation, any employee benefits, or any other amount except for any earned but unpaid compensation. Acceptance by the Employee of this amount will constitute full settlement of any claim that the Employee might otherwise assert against the University, or any of its agents or employees. By executing this Agreement, the Employee explicitly acknowledges and agrees that he is entitled to no other damages as a result of the termination of this Agreement without cause by the University.

Amounts payable by the University to the Employee shall be reduced by any taxes that the University is

required by law to withhold.

H. Mitigation of University's Obligations. Employee is required to mitigate University's obligations under Section 6.02.G by making reasonable best efforts (under the circumstances and opportunities then prevailing) to obtain a comparable employment position (as defined below) as soon as practicable following such termination. If Employee is employed elsewhere post-termination in a comparable employment position (as defined below), then University's obligation to pay Employee as set forth in Section 6.02.G (measured on a monthly basis) shall be reduced on a dollar-for-dollar basis by Employee's total compensation (from all sources directly related to such a comparable position (measured on a monthly basis, except not including the employee benefits costs associated with such a comparable position) earned through the Normal Expiration Date. University shall pay such amount (which shall not include employee benefits for the period that Employee is employed in such a comparable position) in equal monthly installments after the date of termination for the period defined in Section 6.02.G.

For purposes of this section, "*comparable employment position*" shall include employment (1) as a head coach or assistant coach in the professional or collegiate ranks, (2) in any athletics-related media position, (3) in a professional or administrative position with an athletics-related governing body or (4) in another similar athletics-related position.

6.03. Discussion of Other Prospective Employment. Unless notice of termination of employment has been given to Employee, the Employee shall not engage in substantive discussions or negotiate, directly or indirectly, concerning his prospective employment with any other institution of postsecondary education or any professional athletic team without first providing notice to the Director of Athletics of the intent to engage in such discussions or negotiations.

6.04. Representations and Warranties of the Employee. As a material inducement to the University to execute and perform this Agreement, the Employee represents and warrants to the University that (1) he has not knowingly violated any Governing Rules prior to the date of this Agreement and (2) he knows of no violation of any Governing Rules by any staff member or student-athlete who was under his supervision, direction or control at any prior member institution of the NCAA and for which he could be held responsible or be subject to sanctions or other discipline from the NCAA.

ARTICLE VII - MISCELLANEOUS

7.01 Withholding and Taxes. Any payments made or benefits provided to Employee by University pursuant to this Agreement shall be subject to normal deductions and withholdings for state, local and federal taxes. To the extent any payments or benefits provided to the Employee by the University pursuant to this Agreement (including without limitation game tickets, moving expenses, product allowances or memberships) are deemed taxable, the Employee shall be solely responsible for any such taxes.

7.02 Requirement of University Signature and Approval. It is understood and agreed that this Agreement shall not be effective until signed by the University's Treasurer and Director of Athletics on behalf of the University.

7.03 Choice of Law/Choice of Venue. It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and the laws of the State of Indiana shall govern the validity, performance and enforcement of this Agreement. All disputes related to this Agreement or any violation or breach of this Agreement shall be litigated exclusively in a state court

located in Monroe County, Indiana, and the Employee expressly waives any right to pursue an action in another venue and any possible challenge to personal jurisdiction or venue.

7.04 Assignment of Agreement. The Employee's rights and interests under this Agreement may not be assigned, pledged or encumbered by the Employee.

7.05 Amendments to Agreement. This Agreement may be amended at any time only by a written instrument duly approved by the University through its designated representative and accepted by the Employee. Such approval and acceptance is to be acknowledged in writing.

7.06 Severability. If any provision or provisions hereof 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 or provisions or to alter the bounds thereof in order to render it valid and enforceable.

7.07 No Waiver of Default. No waiver by the parties hereto 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.

7.08 Acknowledgement. The Employee acknowledges that he has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and he agrees to abide by this Agreement and the terms and conditions set forth herein.

7.09 University Retains All Materials and Records. All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, video, statistics or any other material or data, furnished to the Employee by the University or developed by the Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Employee's employment hereunder are and shall remain the sole and confidential property of the University. The University agrees to provide the Employee reasonable access to such materials, as approved by the Director of Athletics, for personal professional development purposes (not commercial purposes) while this Agreement is in effect. The Employee shall cause any such materials in his possession or control to be delivered to the University on or prior to his final day of employment.

7.10 Employee Will Not Incur University Indebtedness. It is mutually agreed and understood that the Employee shall not incur any indebtedness for or on behalf of the University without first securing the advance written approval of the Director of Athletics.

7.11 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 include but not be limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or any act of God.

7.12 Employee Solicitation of Donor Funds. The Employee recognizes the overall positive impact to the University and the athletics program of a well-coordinated fundraising effort and agrees that any solicitations or requests for funding will be made only with prior approval from the athletic administration and/or the University's institutional advancement officials.

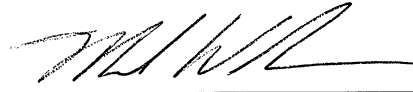
7.13 No Tenure. The Employee acknowledges and agrees that the position for which he is employed by

signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“UNIVERSITY”

“EMPLOYEE”



Scott Dolson
Vice President and Director of
Intercollegiate Athletics

Mike Woodson

Donald S. Lukes

Donald S. Lukes
Treasurer

James Nussbaum
James Nussbaum (Jun 2, 2021 16:01 EDT)