

**Employment Contract
Between
SEAN LEWIS
HEAD FOOTBALL COACH
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 21th day of December 2017 by and between **Kent State University**, and **SEAN LEWIS ("COACH")**.

WHEREAS, Kent State University agrees **COACH** (hereinafter referred to as "**COACH**") shall be employed by Kent State University as its HEAD FOOTBALL coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard University employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. TERM. The term of this Agreement and **COACH**'s fixed-term appointment shall commence on December 21, 2017 and terminate on January 31, 2023. The portion of salary due to **COACH** from December 21, 2017 through January 31, 2018 shall be prorated based on the first year annual salary noted below in Paragraph 4.
2. DUTIES AND RESPONSIBILITIES. **COACH** represents and warrants that **COACH** is fully qualified to serve, and is available for employment, in this capacity. **COACH** shall perform the duties normally associated with the HEAD FOOTBALL Coach position of a Division I-A FOOTBALL program, including: prospect evaluation, recruiting, training, coaching, competing successfully, supporting student-athlete conduct and welfare, rules commitment, personnel supervision and evaluation, budgetary control, scheduling assistance, promotions, public relations, development activities and the overall effective performance of the FOOTBALL student-athletes and FOOTBALL coaching staff. During the period of employment, **COACH** shall report to the Director of Intercollegiate Athletics ("Director") or designee.
 - a. This position includes, but is not limited to, the following specific responsibilities:
 - i. Supervise and evaluate assistant coaches and those support staff who report to and whose hiring and discipline is recommended by the **COACH**, including compliance by such coaches and support staff with the Governing Athletic Rules (as further defined herein). **COACH** shall make recommendations to the Director of the Intercollegiate Athletics regarding the hiring of assistant coaches and support staff, but shall have no authority to make any offers of employment. **COACH** shall have salary recommendation authority for all coaching staff within the FOOTBALL program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President;
 - ii. Provide leadership for the effective recruiting, instruction and coaching of student-athletes emphasizing fundamentals, conditioning, game preparation, and strategy;
 - iii. Maintain an environment where the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA academic progress rates (APR) and the NCAA federal graduation rates;
 - iv. Maintain the highest levels of competitive success in non-conference and MAC competition, including MAC tournaments and NCAA competition;
 - v. Extensively participate in the marketing and promotional activities for the FOOTBALL program and the University's overall athletics program, including but not limited to regularly

participating in and making speeches at Kent State University Alumni Association events, sponsor meetings and events, MAC events, NCAA events, and other activities as directed by the Director of Intercollegiate Athletics. **COACH** shall also participate as requested by the Department of Intercollegiate Athletics in the design and implementation of marketing and promotions initiatives relative to awareness and attendance at FOOTBALL events;

- vi. Oversee recruiting evaluations, official visits and any travel-related activities of prospective student-athletes and the FOOTBALL coaching staff;
- vii. Participate and cooperate with media, alumni and civic groups consistent with the objectives of the athletics program (coordinate through the athletic department media relations and marketing staff) and in a manner satisfactory to the Director of Intercollegiate Athletics. This includes but is not limited to providing COACH's talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. **COACH** agrees that COACH is ready and willing to provide such talent for such programs and is receiving compensation hereunder for such talents, but that nothing herein shall be construed as requiring the University to undertake such programs, except in the University's sole discretion;
- viii. Develop and participate in fund raising opportunities that may benefit either FOOTBALL or the Department of Intercollegiate Athletics in general.
- ix. Work to integrate the student-athletes and Team into the whole spectrum of academic life so as to compliment the University and its mission;
- x. Work within and support the rules, regulations, guidelines and policies of the University athletic department;
- xi. Support the Director of Intercollegiate Athletics or designee in the scheduling of FOOTBALL games following discussion between the Director of Intercollegiate Athletics and **COACH**;
- xii. Provide positive and constructive public statements regarding the FOOTBALL Team, athletics program, athletics staff, coaches, the University and the University staff;
- xiii. Work in cooperation with and in support of the University's faculty and administrative officials to assist all FOOTBALL student-athletes in meeting their academic requirements;
- xiv. Maintain a comprehensive knowledge of all of the Governing Athletic Rules and ensure strict compliance with the Governing Athletic Rules by all persons involved with the men's FOOTBALL program. Fully participate and cooperate in all compliance-related activities (and remain in contact with compliance staff), procedures and evaluations conducted by the University, and require all of the men's FOOTBALL assistant coaches, staff and others involved in the men's FOOTBALL program to adhere in all respects to the foregoing;
- xv. Maintain discipline in the FOOTBALL program (being fair and protective of the student-athletes while motivating them);
- xvi. Maintain a positive working environment where everyone associated with the FOOTBALL program works together pursuing continuous improvement;
- xvii. Maintain an environment in which the coaching staff complies with the Governing Athletic Rules;

- xviii. Work with the Director of Intercollegiate Athletics or designee in meeting the overall objectives (e.g., financial, competitiveness) of the intercollegiate athletics program; and
- xix. Comply with the provisions of NCAA Bylaw 11.3.
- xx. Coach will complete a university-approved Title IX online training program within 60-days of the execution of this Agreement and agrees in accordance with university policy to promptly report any potential violations of Title IX to the University Title IX Coordinator.

3. **CONDUCT.** **COACH** shall act at all times in a manner consistent with good sportsmanship and with the highest moral, ethical and academic standards of Kent State University and the Division of Intercollegiate Athletics. **COACH** agrees to represent Kent State University positively in public and private forums and shall not engage in conduct that reflects adversely on Kent State University or its athletic programs.

4. **SALARY.** **COACH** shall receive a base salary as follows, with such base salary subject to all mandatory deductions:

February 1, 2018 to January 31, 2019:	\$440,000.00
February 1, 2019 to January 31, 2020:	\$440,000.00
February 1, 2020 to January 31, 2021:	\$460,000.00
February 1, 2021 to January 31, 2022:	\$460,000.00
February 1, 2023 to January 31, 2023:	\$480,000.00

COACH shall not be eligible for any “across the board” increases otherwise approved by the Board nor shall **COACH** be eligible for merit increases as provided by policy.

5. **SUPPLEMENTAL COMPENSATION.** Additionally, should **COACH** accomplish any of the following achievements the employee will be eligible for incentives as described herein only if the Team is eligible for post-season competition during that contract term. **COACH** shall receive, minus all regular payroll deductions, the respective bonus amounts indicated subject to the additional terms as follows:

- o MAC Coach of the Year: \$15,000
- o MAC Championships (not cumulative; only one to be paid per season)
 - MAC Divisional Champion (or Co-Champion): 10,000; or
 - Win MAC Championship Game: \$15,000
- o Bowl Games and Playoffs (not cumulative; only one to be paid per season)
 - Participate in Bowl Game: \$15,000;
 - Win Bowl Game: \$20,000;
 - Win a New Year’s Six Bowl Game: \$100,000;
 - Win CFP Playoff Game: \$150,000; or
 - Win CRP National Championship: \$250,000;
- o Wins over Division IA opponents per season (not cumulative; only one to be paid per season):
 - Win 7-8 games: \$10,000;
 - Win 9-10 games: \$20,000;
 - Win 11-12 games: \$30,000; or
 - Finish Undefeated Regular Season: \$40,000
- o Increase in ticket sales over previous season (not cumulative; only one to be paid per season; “season tickets sold” shall not include sponsorship dollars directed by KSU to increase ticket sales):
 - Increase in season tickets sold of 10%-24.99% over previous season: \$5,000;
 - Increase in season tickets sold of 25%-49.99% over previous season: \$10,000; or
 - Increase in season tickets sold of 50% or greater over previous season: \$15,000
- o Overall Team Cumulative GPA (not cumulative; only one to be paid per season; based upon Team roster at first day of practice of the fall season)
 - 2.5 or higher: \$15,000; or
 - 3.0 or higher: \$20,000.

- COSIDA Academic All-Americans: \$1,000 each selection.
- Coaching Honors (not cumulative; only one to be paid per season):
 - AFCA Regional Coach of the Year: \$25,000
 - AFCA National Coach of the Year: \$50,000

These amounts shall be paid out to **COACH** 90 days after such achievement is accrued if and only if at the time of distribution **COACH** is still employed by the University as HEAD FOOTBALL Coach. In the event the University terminates this Agreement without cause in accordance Section 11(b) of the Agreement prior to the 90 days, any amounts due to **COACH** under this Section 5 shall be paid immediately in addition to any other amounts due. In the event **COACH** terminates the agreement in accordance with Section 11(a) of the Agreement prior to the 90 days, any amounts due to **COACH** under this Section 5 shall be applied as a discount to be subtracted from the amount otherwise due under Section 11(a) (with such discount not to exceed \$50,000.00). If the University terminates **COACH**'s employment pursuant to Section 11(c) for cause prior to the 90 days, then both parties agree that **COACH** shall not receive any such amounts under this Section 5, and shall immediately repay any such amount already disbursed for the achievement of any specified milestone, if such achievement is subsequently vacated by Kent State University or the NCAA (and later affirmed by the NCAA), if such vacation is due, in whole or in part, to the wrongful actions of **COACH**, as determined by Kent State University or the NCAA.

6. VEHICLE STIPEND. A vehicle stipend shall be available effective upon commencement of **COACH**'s employment with the University, consistent with university policy 3342-5-12.501. **COACH** shall be eligible for mileage reimbursement for business purposes in accordance with IRS regulations and university policy.
7. RIGHTS TO GAME FILM. **COACH** shall have the right to use the game film of all University FOOTBALL contests in connection with any television show, sanctioned and approved by the Kent State University that **COACH** may be associated with, and for lectures and clinics, so long as **COACH** is HEAD FOOTBALL Coach.
8. OUTSIDE INCOME. During the term of this Agreement, **COACH** may generate outside income only upon receipt of the prior written consent of the Director of Intercollegiate Athletics or designee in each instance over five hundred dollars (\$500.00). The Director of Intercollegiate Athletics may reasonably withhold consent in his sole and absolute discretion, including without limitation a determination by the Director of Intercollegiate Athletics that such proposed services would not satisfy the requirements of Section 8(a), would conflict with existing or contemplated third-party relationships of the University, or would not favorably reflect on the University. Prior to entering into any agreement or arrangement, **COACH** shall provide the Director of Intercollegiate Athletics or designee with a copy of all application agreements or documents as may be requested. The Director of Intercollegiate Athletics may also condition such consent on any such third party executing a license agreement regarding the use of the University's intellectual property. **COACH** shall not enter in any endorsement agreement whereby the University is obligated to endorse any specific product, service, or vendor. Any execution of such agreement covered under this section without the consent of the Director of Intercollegiate Athletics shall be deemed a breach of this Agreement by **COACH**.
 - a. All agreements and arrangements for outside income under this section must comply with the requirements, if any, of the NCAA, MAC or University policy. Any payments received by **COACH** from a third party for services rendered by **COACH** to such third party shall not be considered part of **COACH**'s base annual salary or other compensation under this Agreement.
 - b. Outside activities by **COACH** shall not interfere with the full and complete performance by **COACH** of the duties and obligations as a University employee, recognizing always that **COACH**'s primary obligations lie with the University and its student-athletes.
 - c. In no event shall **COACH** accept or receive directly or indirectly any monies, benefit or other gratuity whatsoever from any person, corporation, university booster club or alumni association or other benefactor if such action would knowingly violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA, MAC, University policies or state law as now

or hereafter enacted and as amended. To be clear, **COACH** may not directly, or indirectly, receive any personal benefit for the performance of the duties as an employee of the University from any vendor currently doing business with, or seeking to do business with the University. To this effect, **COACH** may be required to complete a conflict of interest form with the Kent State University Office of Procurement.

- d. Any outside activities by **COACH** are independent of **COACH**'s University employment and the University shall have no responsibility or liability for any claims arising therefrom. These endeavors shall be conducted on non-university time unless approved in advance in writing by the Director of Intercollegiate Athletics.
 - e. Any outside activity approved by the Director of Intercollegiate Athletic or designee that identifies **COACH** as the HEAD FOOTBALL coach or otherwise associated with the University must cease to do so upon termination of this Agreement. The University shall have the right to preapprove the use of its name, logo and other intellectual property in connection with any event relating in any way to the University's athletic programs. **COACH** shall have the right to participate in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds, (except routine news media interviews for which no compensation is received), but must first secure the written approval of the Director of Intercollegiate Athletics or designee, which shall not be unreasonably withheld.
9. CAMPS. **COACH** agrees that Kent State University has the exclusive right to operate FOOTBALL camps on its campus using Kent State University facilities. **COACH** shall have the opportunity to use such University facilities as are designated by the University for such use in connection with FOOTBALL camps run by **COACH**. The final authorization for such camps resides with the Director of Intercollegiate Athletics. **COACH** shall submit to the Director of Intercollegiate Athletics or designee a proposal for such camp at least 90 days before camp is scheduled to begin which includes the final supplemental compensation amounts for Kent State University employees who will work at such camps and are eligible to receive supplemental compensation. Such payments shall be made upon the conclusion of the camp only after the University is reimbursed by **COACH** for the University's actual and overhead expenses (including insurance) incurred in the administration of the camps and in making supplies and facilities available. Unless otherwise specifically required by law, any such supplemental payment received from these camps shall not be taken into account in any retirement or other benefit program from which **COACH** or staff may be eligible and shall not be counted as part of the base annual salary. Any net revenues from the camps will be allocated to the FOOTBALL program for scholarship purposes or general improvement of the program. **COACH**'s time participating in any off campus camps will be counted and recorded as vacation time, unless **COACH** is representing the University in furtherance of his Duties and Responsibilities, and such participation is approved in writing in advance by the Director of Intercollegiate Athletics.
10. BENEFITS.
- a. **COACH** shall not accrue vacation in accordance with normal University policy, but shall be granted 20 days (per year of the term of this Contract) paid vacation leave upon approval of direct supervisor and the Director of Intercollegiate Athletics. There is no carryover or accumulation of unused days from year to year.
 - b. Notwithstanding other provisions herein, **COACH** shall be entitled to the standard University employee benefits appropriate to the **COACH**'s classification (as described by the University's Human Resource policies), including, among other things, group life insurance, sick pay, and other benefits provided to University employees under Chapter 6 of the University Policy Register.
11. TERMINATION. **COACH** recognizes that the promise to work for the University for the entire term of this Contract is of the essence of this Contract with the University. **COACH** and University each recognize that each is making a highly valuable investment in the FOOTBALL program by entering into this Contract and each party's investment would be lost were there to be a termination of this Contract prior to its expiration and

the obligations within this section represent a fair and equitable agreement that is understood by both parties and explicitly agreed to by both parties. Due to the difficulty in ascertaining such loss and damages, the parties agree to pay the amount provided for in subsections 11a and 11b below, as liquidated damages, and not as a penalty, for such termination.

- a. Accordingly, subject to **COACH** continuing compliance with NCAA and University rules and regulations and the terms of this Agreement, **COACH** agrees that in the event **COACH** resigns or otherwise terminates employment prior to January 31, 2023 or the end date of any Contract Extension, and is employed or performing services for a person, entity or institution other than the University, then **COACH** shall be obligated to pay the University the remaining compensation owed for the current contract year and a lump sum in accordance with the following schedule provided for in this section within 30 days of the date such termination takes effect. The amount contemplates a flat fee, lump sum, with no deductions at any time:

Between February 1, 2018 and January 31, 2019, **COACH** will pay University a lump sum equal to \$1,150,000.

Between February 1, 2019 and January 31, 2020, **COACH** will pay University a lump sum equal to \$920,000.

Between February 1, 2020 and January 31, 2021, **COACH** will pay University a lump sum of \$750,000.

Between February 1, 2021 and January 31, 2022, **COACH** will pay University a lump sum equal to \$600,000.

Between February 1, 2022 and January 31, 2023, **COACH** will pay University a lump sum equal to \$400,000.

- b. If the University terminates **COACH** prior to January 31, 2023, without cause and subject to **COACH** continuing compliance with NCAA and University rules and regulations and the terms of this Agreement, then the University shall be obligated to pay **COACH** the remaining compensation owed for the current contract year and a lump sum in accordance with the following schedule provided for in this section within 30 days of the date such termination takes effect. This amount contemplates the flat fee for this engagement, unless the University is required by law to make certain deductions:

Between February 1, 2018 and January 31, 2019, University will pay **COACH** a lump sum equal to \$1,150,000.

Between February 1, 2019 and January 31, 2020, University will pay **COACH** a lump sum equal to \$920,000.

Between February 1, 2020 and January 31, 2021, University will pay **COACH** a lump sum of \$750,000.

Between February 1, 2021 and January 31, 2022, University will pay **COACH** a lump sum equal to \$600,000.

Between February 1, 2022 and January 31, 2023, University will pay **COACH** a lump sum equal to \$400,000.

- c. If the University terminates **COACH** prior to January 31, 2023 for cause, **COACH** shall not be entitled to any further payment or benefits under this Agreement including but not limited to those provided for in this section. If Kent State University terminates for cause under this Agreement, it shall give written notice to **COACH** of its intention to terminate this Agreement and the intended effective date of termination only after a reasonable period of time has elapsed permitting **COACH** an equitable opportunity to cure. However, it is understood that the opportunity to cure may not be available in the event of previous actions of Coach and/or his staff. If terminated for cause, in no case shall Kent State University be liable to **COACH** for the loss of any collateral business opportunities, or any other benefits, income or consequential damages suffered by **COACH** as a result of Kent State University's termination of **COACH**'s employment. For the purposes of this Agreement, "for cause" (in addition to any of its other normally understood meanings in

shall give written notice to **COACH** of its intention to terminate this Agreement and the intended effective date of termination only after a reasonable period of time has elapsed permitting **COACH** an equitable opportunity to cure. However, it is understood that the opportunity to cure may not be available in the event of previous actions of Coach and/or his staff. If terminated for cause, in no case shall Kent State University be liable to **COACH** for the loss of any collateral business opportunities, or any other benefits, income or consequential damages suffered by **COACH** as a result of Kent State University's termination of **COACH**'s employment. For the purposes of this Agreement, "for cause" (in addition to any of its other normally understood meanings in employment contracts) shall include, but not be limited to, the following:

- i. Neglect or inattention by **COACH** to the duties of HEAD FOOTBALL coach or **COACH**'s refusal or inability to perform such duties after written notice has been given to **COACH** by the Director of Intercollegiate Athletics or as determined by the Director, and **COACH** has continued such neglect, inattention, refusal or inability during a subsequent reasonable period specified by Kent State University; or
- ii. A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a major violation), as determined by Kent State University after appropriate investigation, by **COACH** (or any other person under **COACH**'s supervision and direction, including, but not limited to, student-athletes) of any laws, University policies, Governing Athletic Rules, or state/federal laws; or
- iii. A material breach of the terms of this Agreement, as determined by the Director of Intercollegiate Athletics, or violation of a criminal statute or regulation (excluding minor traffic violations), as determined by Kent State University; or
- iv. A violation by **COACH** of any University policies (including, but not limited to, university policies 3343-6-01 and 3342-6-05) or any law of the State of Ohio including but not limited to Ohio's ethics laws, as determined by Kent State University; or
- v. Fraud or dishonesty of **COACH** in the performance of Coach's duties or responsibilities under this Agreement as determined by Kent State University; or
- vi. Fraud or dishonesty of **COACH** in preparing, falsifying, submitted or altering documents or records of Kent State University, NCAA or the MAC, or documents or records required to be prepared or maintained by law, Governing Athletic Rules or University policies, 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, as determined by Kent State University; or
- vii. Failure by **COACH** to respond accurately and fully to any reasonable request or inquiry relating to the performance of **COACH**'s duties hereunder or the performance of **COACH**'s duties during **COACH**'s prior employment at any other institution of higher education propounded by Kent State University, NCAA, MAC or other governing body having supervision over the athletic programs of Kent State University or such other institution of higher education, or required by law, Governing Athletic Rules or University policies, as determined by Kent State University; or
- viii. Counseling or instructing by **COACH** of any coach, student or other person to fail to respond accurately and fully to any request or inquiry concerning a matter relevant to Kent State University's athletic programs or other institution of higher education which shall be propounded by Kent State University, NCAA, MAC or other governing body having supervision over the athletic programs of Kent State University or such other institution of higher education, or required by law, Governing Athletic Rules or University policies, as

determined by Kent State University; or

- ix. Failure by **COACH** to manage the Team in a manner that reflects the academic values of Kent State University, as determined by Kent State University; or
 - x. Soliciting, placing or accepting by **COACH** of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by **COACH** 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 furnishing by **COACH** of information or data relating in any manner to FOOTBALL or any other sport to any individual known by **COACH** to be or whom **COACH** should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by **COACH** with such persons, as determined by Kent State University; or
 - xi. Use or consumption by **COACH** of alcoholic beverages, drugs, controlled substances, steroids or other chemicals as to impair **COACH**'s ability to perform **COACH**'s duties hereunder; or failure by **COACH** to fully cooperate in the enforcement and implementation of any drug testing program established by Kent State University for student-athletes, as determined by Kent State University; or
 - xii. **COACH**'s sale, use or possession, or **COACH**'s permitting, encouraging or condoning by a student-athlete, assistance coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by **COACH** or such student-athlete is prohibited by law or by Governing Athletic Rules, as determined by Kent State University; or
 - xiii. Failure by **COACH** to report promptly to the Director of Intercollegiate Athletics and to the Office of Compliance in writing any violations or potential violations known to **COACH** of Governing Athletic Rules and/or University policies including, but not limited to, those by **COACH**, the assistant coaches, students or other persons under the direct control or supervision of **COACH**, as determined by Kent State University; or
 - xiv. Failure by **COACH** to obtain prior approval for outside activities as required by this Agreement and by NCAA or MAC rules or to report accurately all sources and amounts of all income and benefits as required by Governing Athletic Rules and this Agreement, as determined by Kent State University; or
 - xv. Commission of or participation in by **COACH** of any act, situation, or occurrence which, in Kent State University's reasonable judgment, brings **COACH** and/or Kent State University into public disrepute, embarrassment, contempt, scandal or ridicule or failure by **COACH** to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon Kent State University's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not warrant arrest by the relevant authorities;
 - xvi. It is recognized that this subsection of Section 11 encompasses findings or determinations of violations during employment of **COACH** at Kent State University or any other institution of higher education.
- d. In addition, **COACH** agrees that **COACH** will neither seek potential job prospects nor accept a position within the MAC during the term of this agreement.
- e. If, however, **COACH** is sought for a job prospect by a Team either in the MAC or outside of the

MAC, COACH will not respond to such inquiries without the written (which includes retrievable electronic communications) permission of the Director with respect to each job prospect, with such permission not to be unreasonably withheld or delayed, subject to the provisions that follow. It is understood that denying such requests for permission after December 1 of any given year, except in extraordinary circumstances about which COACH will advise the Director, shall not be deemed unreasonable. Failure to secure the written permission provided for under this section is a material breach of this Agreement.

- f. Further, permission pursuant to paragraph 11e above shall not be deemed unreasonably withheld prior to:
- i. the requesting institution, entity, or person or COACH providing written confirmation to the University that a copy of this Agreement, including the language in Section 11, has been provided to the requesting institution, entity or person. Such confirmation must include the written commitment from the requesting institution, entity or person that the requesting institution, entity or person has received the Agreement; and
 - ii. written confirmation from the requesting institution, entity, or person agreeing in writing to pay any obligation owed by COACH under Section 11 of this Agreement to the University should COACH accept a position with the requesting institution, entity or person; and
 - iii. COACH agreeing in writing that if COACH accepts such a position, COACH shall forfeit any bonuses (including but not limited to such supplemental compensation as provided for in Section 5 of this Agreement) earned but not yet paid during that termination year.
- h. COACH, for a period of one (1) year after such termination, will not contact or otherwise seek to recruit any prospect previously contacted or recruited by the University or an enrolled student athlete from the University, unless such athlete has been actively recruited or contacted by any new institution employing COACH prior to the notice of termination of this Agreement.
- i. Records and Information. 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 COACH by Kent State University or developed by COACH on behalf of Kent State University or at Kent State University's direction or for Kent State University's use or otherwise in connection with COACH's employment hereunder are and shall remain the sole property of Kent State University. Within seventy-two (72) hours of the expiration of the term of this agreement or its earlier termination as provided herein, COACH shall immediately cause any such materials in Coach's possession or control, including, but not limited to, all keys (including car keys), credit cards, telephones and computers to be delivered to Kent State University.
- j. Covenant not to sue. In consideration of receiving liquidated damages as provided for in Section 11(b), COACH covenants not to sue, file any claim, or proceed in any manner against the University for or on account of any claims relating to this Agreement. **To be clear, COACH agrees, that in consideration for the liquidated damages provided therein, to release and forever discharge Kent State University from any claims that may accrue relating to this Agreement for termination under Section 11(b).** It is the intent of the parties that this Agreement may be pleaded as a full and complete bar to any related claim, lawsuit, or other legal action.
- k. Actions by Kent State University. It is recognized that the terms of the Agreement may make it appropriate for the University to end this Agreement prior to the completion of the Term. Notwithstanding Section 11(b), in no event shall the University be liable to COACH for any indirect, incidental, or consequential damages.

regulations, **COACH** shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure.

13. **UNIVERSITY POLICY.** Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Policy Register, and as may be added to or amended during the period of employment consistent with Kent State University's Constitution and Bylaws.
14. **VIOLATION.** Notwithstanding other provisions herein, Kent State University may discipline **COACH** up to and including termination of employment without further obligation if **COACH** is found to have committed deliberate and serious violations of Kent State University policies, Athletic Department policies and procedures, Mid-American Conference policies, NCAA rules and regulations, or committed the acts specified in rule 3342-6-05(D)(2) of the Ohio Administrative Code as contained in the University Policy Register.
15. **COMPENSATION.** Compensation is payable at the completion of each half month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any pay period, payment shall be prorated for the time of actual service, unless otherwise provided for in this Agreement. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract. Any payments made or benefits provided to **COACH** by University pursuant to this Agreement shall be subject to normal deductions and withholdings for local, state, and federal taxes. **COACH** shall indemnify and hold the University harmless from and against any and all local, state, and federal taxes, including without limitation income and employment taxes, and interest and penalties thereon, with respect to any and all income earned by **COACH** outside this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
16. **RETIREMENT CONTRIBUTIONS.** As earned, deferred salary will be contributed by Kent State University to the retirement system for **COACH** account in accordance with the rules and regulations of such retirement system.
17. **TAX ADVICE.** Kent State University will not provide tax advice to **COACH** regarding the tax effects of this Agreement. This Agreement is intended to comply with the requirements of Internal Revenue Code Section 409A and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent.
18. **ASSISTANT COACHING STAFF BUDGET ALLOCATION.** Beginning in February 1, 2019, the University will provide through the Department of Athletics budget an annual increase of \$15,000 in funding to be made available to **COACH** for disbursement at **COACH**'s discretion among assistant coaches in accordance with their employment agreements and as permitted by university policy, with each disbursement subject to approval by the Director of Intercollegiate Athletics.
19. **TURF.** Both parties agree to make best efforts to collaborate on the design, funding, and installation of a new turf field in the Kent State University Fieldhouse.
20. **BOARD APPROVAL.** This Agreement shall be subject to the approval of Kent State University's Board of Trustees. This Agreement, including but not limited to the payment of salary, supplemental payments, increases, and other financial provisions and benefits, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of Kent State University. In this context, availability of funds refers to the overall funding of Kent State University.
21. **WAIVER.** No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of this Agreement shall not constitute a waiver of any other or subsequent default. The resort of a particular remedy upon a default shall not constitute a waiver of any other available remedies.

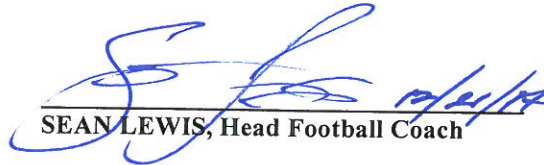
- 22. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.
- 23. GOVERNING LAW. This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this Agreement must be brought in a court of competent jurisdiction in the State of Ohio.
- 24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements and conversations or intentions, whether written or oral, between the parties.
- 25. MOVING EXPENSES. **COACH** shall be eligible for reimbursement of standard moving expenses per section (C) of university policy 3342-7-02.6. In order to be eligible for such reimbursement, **COACH** must secure three estimates from interstate moving companies and use the company that submits the lowest estimate.

COACH ACKNOWLEDGEMENTS. **COACH** acknowledges that **COACH** has carefully read and understands this entire Agreement and has been given sufficient opportunity to discuss this Agreement with the University before signing, and that the terms and conditions of this Agreement are reasonable and enforceable and **COACH** agrees to abide by this Agreement and the terms and conditions set forth herein. **COACH** further acknowledges that **COACH** has been given an adequate opportunity to consult with **COACH**'s personal lawyer, accountant, tax advisor, spouse and other persons **COACH** deems appropriate concerning this Agreement and the terms and conditions hereof.

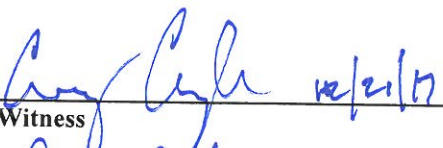
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above and agree to accept all of the terms and conditions of this Agreement.

 12/21/17

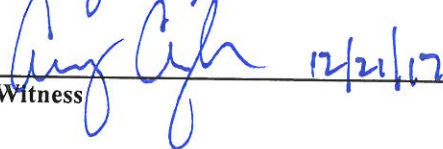
 Witness

 12/21/17

 SEAN LEWIS, Head Football Coach


 12/21/17

 Witness

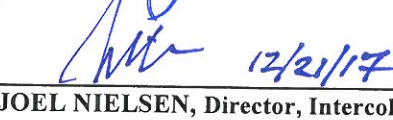
 12/21/17

 Witness

KENT STATE UNIVERSITY:

 12/21/17

 BEVERLY J. WARREN, President

 12/21/17

 JOEL NIELSEN, Director, Intercollegiate Athletics