

## EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter called the "Employment Contract"), is entered into by and between the Board of Governors of **MISSOURI STATE UNIVERSITY**, Springfield, Missouri, (hereinafter called the "University") and Dana Ford (hereinafter called "Coach Ford" or "Coach"), and is effective as of this 21<sup>st</sup> day of March, 2018 ("Effective Date").

WITNESSETH:

**WHEREAS**, the University desires to employ Coach Ford as its Head Men's Basketball Coach and Coach Ford desires to be so employed, to the mutual benefit of the parties; and,

**WHEREAS**, the University and Coach Ford have agreed to the terms and conditions of this Employment Contract, and desire to reduce their agreement to writing;

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**1. Term of Employment.**

(a) **Initial Term**. The University does hereby employ Coach Ford as its Head Coach of its Men's Basketball Team ("Team") for an initial term commencing on April 1, 2018 and continuing through March 31, 2023 ("Initial Term"), subject to renewal, cancellation, or termination on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Employment Contract within sixty (60) days of the conclusion of the 2018-2019 Team season.

(b) **Extension by Mutual Agreement.** This Employment Agreement may be extended by the mutual written agreement of the parties, provided that such mutual agreement shall be memorialized in writing consistent with Section 13.

2. **Duties.**

During the Initial Term, Coach Ford shall be responsible for fulfilling the following duties:

(a) **Head Men's Basketball Coach.** Coach Ford shall serve the University as its Head Men's Basketball Coach, and shall at all times devote his whole time, attention, and energies to the conduct and coaching of the University's Men's Basketball program on behalf of the University, and to the administration and management of his coaching staff, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a Head Men's Basketball Coach at a college or university.

(b) **Television Show.** During each year of this Employment Contract, starting with the year commencing April 1, 2018, as part of Coach Ford's required duties, Coach Ford shall participate in a television show called the "Dana Ford Basketball Show" (or similar) (the "Television Show") to promote the good will of the University and publicize its athletic programs, including but not limited to its Men's Basketball Program. The University acknowledges that it receives a direct and substantial benefit from the Show.

(c) **Radio Shows.** During each year of this Employment Contract, starting with the year commencing April 1, 2018, as part of Coach Ford's required duties, Coach Ford will participate in a before game radio show, an after game radio show, and a weekly coach's call-in show (collectively referred to as the "Radio Shows," and individually as the "Before

Game Show,” the “After Game Show,” and the “Call-In Show”) with Missouri State University’s Sports Radio Network. In participating in the Radio Shows, Coach Ford will not engage in conduct that disparages the University. Coach Ford may elect to have an assistant coach be interviewed on the Before Game Show, but agrees that only he will be interviewed in the After Game Show, unless previously agreed to by the radio outlet. The Call-In Show will be held on a weekly basis during the Team season at a location mutually agreed to by Coach Ford and the University.

(d) **Other Activities Permitted.** Notwithstanding any other language in the Employment Contract, including the other provisions in this Section 2, Coach Ford shall be permitted to conduct summer basketball camps or clinics for his benefit as further described in Section 5 herein. In addition, Coach Ford shall be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third party opportunities so long as such activities are not inconsistent with this Employment Contract, or NCAA regulations, and with the prior written approval of the Director of Athletics, such approval not to be unreasonably withheld. Mr. Ford acknowledges that the University owns and controls the rights to designate all shoes and apparel for its athletics programs, including the Men’s Basketball Program, and no promotional endorsement, contract, or opportunity referenced in this Section 2(d) may supersede the University’s designated apparel provider.

**3. Compensation.**

Commencing on April 1, 2018, the University shall pay Coach Ford the following compensation:



(a) **Base Salary.** For the first two years of this Employment Contract, the University will pay Coach Ford, on an annual basis, three hundred seventy-five thousand dollars (\$375,000) (i.e., thirty one thousand two hundred fifty dollars (\$31,250) per month, before withholdings) (“Year One & Two Base Salary”). For the third, fourth and fifth years of this Employment Contract, the University will pay Coach Ford, on an annual basis, four hundred twenty-five thousand dollars (\$425,000) (i.e. thirty five thousand four hundred sixteen dollars and sixty-six cents (\$35,416.66) per month before withholdings) (“Year Three & Four & Five Base Salary”). Year One & Two Base Salary and Year Three & Four & Five Base Salary collectively referred to as “Base Salary.”

(b) **Payment Via University’s Standard Payroll Procedure.** Coach Ford’s Base Salary shall be paid in equal sums at such intervals as the University has established for its payroll procedure, less applicable taxes and withholdings.

(c) **Base Salary as Total Guaranteed Compensation.** The Base Salary specified in Section 3(a) represents the total guaranteed compensation due and owing Coach Ford in consideration of his: (i) duties as the University’s head Men’s Basketball coach, (ii) Television Show duties, as specified in Section 2(b); (iii) Radio Shows duties, as specified in Section 2(c); and (iv) for attending University alumni/fundraising events as requested.

(d) **Eligibility for Incentive Payments.** Coach Ford shall be eligible for additional incentive payments as specified in Section 6 of this Employment Contract.

#### 4. **Additional Entitlements.**

In addition to the compensation described in Section 3, Coach Ford shall receive the following entitlements:

(a) **Fringe Benefits and Privileges.** The benefits and privileges accorded the University administrative, professional and staff employees, such as, but not limited to, paid vacation, sick leave, workers compensation, Missouri State Employees Retirement System (“MOSERS”), hospitalization/medical insurance, life insurance, long-term disability insurance, and other benefits established by the Board of Governors will likewise be accorded to Coach Ford. It is agreed that the terms and conditions in the Faculty Handbook will not be regarded as a part of the Employment Contract, and that Coach Ford is not on tenure-track and is not receiving tenure.

(b) **Moving Expenses.** The University agrees to reimburse Coach Ford for any and all documented expenses associated with Coach Ford’s relocation to Springfield, Missouri from Nashville, Tennessee, including but not limited to packing, unpacking, and moving expenses/fees (i.e. reasonable travel and lodging expenses).

(c) **Temporary Housing.** The University agrees to provide Coach Ford and his household with temporary housing for up to three (3) months, upon his relocation to Springfield, Missouri. The University shall be responsible for making the temporary housing arrangements on Coach Ford’s behalf at the University’s expense.

5. **Basketball Camp(s).**

University acknowledges that it is in the interest of the University to have a basketball camp(s) during the summer. In this regard, Coach Ford or an entity in which Coach Ford has a significant interest (herein “Ford Camp”) may conduct annual summer basketball camp(s), and if so for his own benefit, and the University shall make available University facilities for that purpose, subject to the following provisions, as long as this Employment Contract remains in effect and is not canceled or terminated.

(a) **Insurance Obligations.** Coach Ford agrees to secure commercial general liability insurance to cover the operation of the Ford Camp. Such policy limits insurance shall be in amounts no less than Five Hundred Thousand Dollars (\$500,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental, or official immunity. Coach Ford agrees to increase the liability limits if requested by the University as a result of a change in Missouri law.

(b) **Mandated Reporter Training.** Coach Ford will attend and require his staff to attend any University-required mandated reporter trainings prior to conducting any Ford Camp.

(c) **Use of University's Athletic Facilities.** The Ford Camp will be allowed to use the Hammonds Student Center courts, outdoor courts, locker rooms, as well as the Greenwood gymnasium and the McDonald Arena, if class schedule's permit, in conducting camps under this Section 5. Other University athletic facilities may also be used in conducting Ford Camp, subject to scheduling and availability of these other athletics facilities. Coach Ford shall work with the University's Director of Athletics to schedule use of these other athletic facilities.

(d) **Use of University's Housing System.** Coach Ford shall be given access to the University's residency housing system for use in conjunction with the Ford Camp, provided that he pay the then current daily rate charged by the University's Department of Residence Life, Housing, and Dining Services for Ford Camp enrollee. The University



agrees to provide Coach Ford with notice of any increase in the daily rate for the subsequent year by the preceding December 31.

(e) **No Guarantee as to Number of Camp Participants.** Coach Ford does not guarantee any number basketball camp participants or enrollees.

(f) **Registration Fee, Revenue for Basketball Camps.** The registration fee for each enrollee shall be established by Coach Ford. For each Ford Camp during the summers of 2018 and 2019, Coach Ford will pay the University five dollars (\$5) per Ford Camp enrollee up to a maximum of one-thousand (1,000) Ford Camp enrollees for the rental of the University's athletic facilities. For the remaining years of this Employment Contract, Coach Ford agrees to increase the per enrollee rate to a maximum a maximum of ten dollars (\$10), if requested by the University, and the University will give notice of any requested increase by December 31 prior to the summer the increase will be effective. Coach Ford shall be allowed to retain all other revenue and income generated by such camp.

(g) **Use of University Name, Logs in Camp Brochures.** Coach Ford may use the University names, logos, and depictions in brochures and similar camp documentation at no cost.

(h) **Audit Right of University.** As it is the responsibility of the University to ensure that it is meeting NCAA rules-compliance responsibilities concerning sports camps, Coach Ford shall provide all camp records to athletics administrators or other university administrators when requested, or as otherwise required by law. Examples of such records may include, without limitation, rosters, applications, free or discounted admissions, bank statements, expense records, and payroll records.

6. **Other Compensation and Incentives.**

(a) **Achievement Payments.** Coach Ford shall be entitled to receive certain additional payments (before taxes) if the Team performs to certain levels of achievement, in consideration of the additional effort and contributions of Coach Ford in obtaining such achievements.

(i) **Academic Progress Rate (“APR”).** Coach Ford shall be paid the amount of two thousand five hundred dollars (\$2,500) for each year that the Team’s NCAA calculated APR meets or exceeds the NCAA APR Multiyear Cut Score. Coach Ford is permitted to designate other members of the Team coaching staff to receive this benefit in lieu of payment to himself, in whole or in part, as Coach Ford determines appropriate.

(ii) **Missouri Valley Conference Placement.** In the event the Team finishes as Missouri Valley Conference (“MVC”) regular season champions or regular season co-champions, Coach Ford will be paid the amount of ten thousand dollars (\$10,000).

(iii) **NCAA Men’s Basketball Tournament.** In the event the Team is invited to appear in the NCAA post-season tournament, Coach Ford will be paid the amount of ten thousand dollars (\$10,000). Additionally, Coach Ford will be paid an additional twenty thousand dollars (\$20,000) for each Team victory in such tournament.

(iv) **NIT Men’s Basketball Tournament.** In the event that the Team is invited to appear in the NIT post-season tournament, Coach Ford will be paid five thousand dollars (\$5,000) for each Team victory in such tournament.



(v) **MVC Coach of the Year.** Coach Ford will be paid five thousand dollars (\$5,000) should he be named the MVC Coach of the Year by the MVC coaches or the MVC media.

(vi) **College Coach of the Year.** Coach Ford will be paid twenty thousand dollars (\$20,000) should he be named the College Coach of the Year by any reputable organization. Coach Ford is limited to one such payment should he be named College Coach of the Year by multiple reputable organizations.

(vii) **Attendance.** Coach Ford shall be paid one of the following amounts based on average actual attendance as set forth in the University ticket computer system, as indicated below:

- Ten thousand dollars (\$10,000) if average actual attendance is eight thousand (8,000) for the Team season.
- Twenty thousand dollars (\$20,000) if the average actual attendance is nine thousand (9,000) for the Team season.
- Thirty thousand dollars (\$30,000) if the average actual attendance is ten thousand (10,000) for the Team season.

(viii) **Timing of Achievement Payments.** All such achievement payments set forth in this Section 6(a) will be paid to Coach Ford within thirty (30) days of the dates earned and shall be paid even if the Employment Contract is terminated by either party for any reason.

(b) **Club Membership.** The University will pay membership dues for Coach Ford and his family, which will entitle him to golf and social privileges at Twin Oaks Country Club. Coach Ford agrees to contact designated persons to make necessary arrangements to utilize

such membership.

(c) **Expense Allowance.** All necessary and reasonable expenses incurred by Coach Ford, while recruiting or on official business for the University's Men's Basketball or the University's athletics program will be paid to Coach Ford, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics upon presentation of expense vouchers and supporting documents; such approval not to be unreasonably withheld.

(d) **Use of Automobile.** The University shall furnish Coach Ford with an automobile for his business and personal use for the duration of this Employment Contract. Coach Ford shall be responsible for ensuring that the automobile is insured with policy limits acceptable to the University, and the University shall pay/reimburse Coach Ford all insurance and maintenance costs associated with his use of the automobile. If such automobile is not available, the University will provide Coach Ford with an automobile allowance in the amount of five hundred dollars (\$500) per month.

(e) **Tickets.** Coach Ford shall be entitled to twelve (12) premium tickets to each home basketball and football game at no cost for personal use and additional tickets as necessary to assist Coach Ford in promoting and enhancing the University's athletic programs, including but not limited to the Men's Basketball program. He shall also be entitled to twelve (12) premium tickets to any playoff games that the Team participates in for his personal use at no cost to him.

(f) **Tax Withholding on Fringe Benefit Programs.** The University will only withhold taxes, FICA, and MOSERS retirement benefits if required by law on the fringe

benefit programs on all payments made to Coach Ford, unless authorized in writing by Coach Ford.

**7. Professional and Moral Conduct Required.**

It is understood that the University is a member institution of the NCAA, and that the University is employing Coach Ford for the purpose of administering, conducting, and coaching the Team. Accordingly, Coach Ford agrees that he will diligently conduct the Men's Basketball program in full compliance with all NCAA regulations and codes of conduct, whether now existing or hereinafter enacted, including, but not limited to, the following:

- (a) Coach Ford will make best efforts to ensure that the Team's student-athletes comport themselves with honesty and sportsmanship at all times.
- (b) Coach Ford shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract.
- (c) Coach Ford shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest involving student-athletes, which is not certified by the NCAA's Extra Events Committee.
- (d) Except as is ordinarily done by a basketball coach at a university, Coach Ford shall not represent a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.



(e) Coach Ford is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the University. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales; and
- Television and radio programs.

**8. Termination.**

(a) **Termination Due to Expiration of Term.** If no extension of the Employment Contract beyond the Initial Term specified above is made, this Employment Contract shall terminate as of the last day of the Initial Term (i.e., March 31, 2023).

(b) **Termination for Incapacity; Cause.** The Employment Contract may be terminated at any time during the term, by the University, upon the occurrence of any one of the following events:

- (i) **Termination Due to Incapacity.** The Employment Contract shall terminate automatically if Coach Ford becomes totally disabled within the meaning of the University's disability insurance for employees of Coach Ford's staff classification so that he qualifies under the University's long-term disability plan, or if Coach Ford becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach Ford from performing his duties under this Employment Contract for

a period of one hundred eighty (180) consecutive days. In the event termination occurs under this Section due to permanent disability at a time when Coach Ford's University disability plan benefits are not sufficient to fund his compensation set forth hereunder during the one hundred eighty (180) day waiting period to qualify under the University's long-term disability plan, the University will supplement those benefits to insure Coach Ford receives his full compensation.

- (ii) **For just cause.** The term "just cause" is defined as acts by Coach Ford constituting or involving dishonesty, moral turpitude, conviction for a felony, major infractions of NCAA rules and regulations, prolonged absence from duty without the consent of the Athletic Director, and willful disregard for the welfare and safety of University's student-athletes which has resulted in serious injury or death. No termination of employment for alleged "just cause" shall occur without first giving Coach Ford notice in writing of the cause alleged, and an opportunity to be heard.
- (iii) **Effect of Termination for Just Cause.** In the event the University terminates Coach Ford's employment, under Section 8(b) (ii) above, Coach Ford shall not be entitled to any further compensation and achievement payments following the date of such termination, unless otherwise agreed to in writing by the University. He will, however, be entitled to all compensation and achievement payments earned through the date of termination.

## 9. Cancellation

(a) **Cancellation without Cause by Coach Ford.** Coach Ford may cancel this Employment Contract if he gives written notice of cancellation to the Director of Athletics and pays, or causes another party to pay, the University the Liquidated Damages Amount, as defined and calculated herein. The Liquidated Damages Amount will be calculated based on the applicable Monthly Adjusted Base Salary, as defined herein, and the remaining months of this Employment Contract. The Monthly Adjusted Year One & Two Base Salary amount is defined as twenty six thousand two hundred fifty (\$26,250). The Monthly Adjusted Year Three & Four & Five Amount is thirty thousand four hundred sixteen (\$30,416), collectively the Monthly Adjusted Year One & Two Base Salary and the Monthly Adjusted Year Three & Four & Five Amount are referred to as the Monthly Adjusted Base Salary. The Liquidated Damages Amount is calculated as follows: First, multiply the number of months remaining in Year One & Two of this Employment Contract by the Monthly Adjusted Year One & Two Base Salary. Second, multiply the number of months remaining in Year Three & Four & Five by the Monthly Adjusted Year Three & Four & Five Base Salary. Third, add the two prior sums together and divide the resulting amount by two (2). The resulting sum is the Liquidated Damages Amount. For example, if Coach Ford cancels this Employment Contract with twenty (20) months remaining, the Liquidated Damages Amount would be three hundred four thousand one hundred sixty dollars (\$304,160). [Calculated as follows: 1. \$26,250 multiplied by 0 equals 0, 2. \$30,416 multiplied by 20 equals \$608,320; 3. 0 plus \$608,320 divided by 2 = \$304,160]. Notwithstanding any language to the contrary, Coach Ford can cancel this Employment Contract without penalty if he leaves collegiate coaching for a minimum of one (1) year as a head Men's Basketball coach at an NCAA Division I institution. The



parties acknowledge and agree that the Liquidated Damages Amount contemplated by this Section 9(a) are intended to repay compensation previously received by Coach Ford under the premise that he would fulfill the Initial Term of the Employment Contract, and that the Liquidated Damages Amount represents a legitimate, market rate fee to permit another employer to obtain Coach Ford's services. Said Liquidated Damages Amount will be paid within thirty (30) days following the effective date of Coach Ford's cancellation of this Employment Contract.

**(b) Cancellation Without Cause by University.** Notwithstanding any provision of the Employment Contract to the contrary, University may also elect to cancel the Employment Contract in any year by notification to Coach Ford in writing as to the effective date of the University's cancellation ("Cancellation Effective Date"). It is understood that cancellation does not require just cause or any cause. In the event of cancellation by the University, Coach Ford shall receive the Liquidated Damages Amount as defined using the exact same calculation methods used in Section 9(a). Said Liquidated Damages Amount will be paid within thirty (30) days following the Cancellation Effective Date. MOSERS retirement will not be paid on the Liquidated Damages Amount. Social Security (FICA, Medicare tax) only will be paid on said Liquidated Damages Amount, and standard payroll deductions for Social Security and income tax will be withheld. Coach Ford will also be paid amounts actually earned by Coach Ford on or before the Cancellation Effective Date, such payments will be full and complete satisfaction of all amounts which would be otherwise payable to Coach Ford after the Cancellation Effective Date.

10. **Prior Employer Buyout**

The University shall be responsible for the payment of Coach Ford's buyout obligation to his current employer, if there is such a buyout, in an amount not to exceed one hundred ninety thousand five hundred dollars (\$190,500), resulting from his acceptance of employment with the University ("Buyout Expense"). The University has authorized this amount to be paid as an unreimbursable business expense and does not consider it as compensation to Coach Ford and will not reflect such amount on Coach Ford's W2. The University acknowledges that payment of the Buyout Expense was necessary to obtain the services of Coach Ford, and therefore substantially benefits the University. Coach Ford acknowledges that he shall not take a deduction for the Buyout Expense on his personal income tax return. Should the Buyout Expense be taxed as Coach Ford's income, the University agrees to provide Coach Ford with an amount equal to the actual tax impact to Coach resulting from the University's payment of the Buyout Expense. The University will not have any ongoing obligation to satisfy additional amounts of tax liability relating to its payment of the Buyout Expense.

**11. Missouri Law**

The laws of the State of Missouri shall govern this agreement, including the Missouri Sunshine Law. Coach Ford acknowledges that the Employment Contract is a public document under the Sunshine Law, which the University may release without prior notice to him.

**12. Assignment**

The parties acknowledge and agree that this Employment Contract may be assigned to, and its benefits and duties assumed by, another party or parties only upon the mutual written consent to such assignment by the University and Coach Ford.

**13. Entire Agreement**

This Employment Contract constitutes the entire understanding between the parties, all previous oral and written statements, negotiations, and Letters of Employment having been incorporated herein. It may only be amended by a writing signed by the parties.

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IN WITNESS WHEREOF, the parties have executed this Employment Contract with effective date as noted above.

ATTEST:

Kristen Gochenaw 3/21/18  
Secretary Date  
Board of Governors

BOARD OF GOVERNORS OF  
MISSOURI STATE  
UNIVERSITY

Clifton M. Smart, III 3/21/18  
Clifton M. Smart, III Date  
President

Dana Ford 3/21/18  
Dana Ford Date  
Head Men's Basketball Coach

## FIRST AMENDMENT TO EMPLOYMENT CONTRACT

This First Amendment to Employment Contract ("First Amendment") is entered by and between the Board of Governors of Missouri State University ("University") and Dana Ford ("Coach Ford"), and is effective as of June 21, 2021 ("Effective Date")

**WHEREAS**, University and Coach Ford entered into an Employment Contract effective March, 21<sup>st</sup> 2018 ("Employment Contract"), whereby Coach Ford was employed as the University's Head Men's Basketball Coach;

**WHEREAS**, under the Employment Contract, Coach Ford was employed for a term running from April 1, 2018 through March 31, 2023 ("Initial Term"); and

**WHEREAS**, the parties mutually desire to extend the term of Coach Ford's employment for two (2) years (i.e., continuing through March 31, 2025).

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the University and Coach Ford agree to amend the Employment Contract as follows:

1. Section 1(a), Initial Term, is hereby stricken in its entirety and replaced with the following:

(a) **Initial Term.** The University does hereby employ Coach Ford as its Head Coach of its Men's Basketball Team ("Team") for an initial term commencing on April 1, 2018, and continuing through March 31, 2025 ("Initial Term"), subject to renewal, cancellation or termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Employment Contract within sixty (60) days of the conclusion of the 2021-22 Team season.

2. Section 6(a), Achievement Payments, is hereby amended to renumber (viii) Timing of Achievement Payments and to insert the following new provision as Sections 6(a)(viii), Sections 6(a)(viii), and 6(a)(ix) now read as follows:

(viii) **GPA.** Coach Ford shall be paid the amount of Seven Thousand Five Hundred Dollars (\$7,500) for each academic year that the Team's cumulative GPA averages at 4.0 (on a 4.0 scale), as calculated by the University. Coach Ford shall be paid the amount of Five Thousand Dollars (\$5,000) for each academic year that the Team's cumulative GPA averages between 3.5 and 3.9 (on a 4.0 scale), as calculated by the University. Coach Ford shall be paid the amount of Two Thousand Five Hundred Dollars (\$2,500) for each academic year that the Team's cumulative GPA averages between 3.0 and 3.4 (on a 4.0 scale), as calculated by the University.

**(ix) Timing of Achievement Payments.** All such achievement payments will be paid to Coach Ford within thirty (30) days of the dates earned and shall be paid even if the Agreement is terminated by either party for any reason.

3. Pursuant to this First Amendment, any and all references to Year Three & Four & Five in the Employment Contract are herein stricken and replaced with Year Three Through Seven.

4. Section 8(a), Termination Due to Expiration of Term, is hereby stricken in its entirety and replaced with the following:

**(a) Termination due to Expiration of Term.** If no extension of this Employment Contract beyond the Initial Term specified above is made, this Employment Contract shall terminate as of the last day of the Initial Term (i.e., March 31, 2025).

5. All other terms and conditions of the Employment Contract are hereby ratified and affirmed, and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed and agreed to the terms of this First Amendment, intending to be legally bound thereby, as of the Effective Date.

**COACH FORD**

DocuSigned by:  
Dana Ford  
B5FB6DF8EA144B7...  
Dana Ford  
Head Men's Basketball Coach

6/8/2021

Date

**THE BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY**

Clifton M. Smart III  
Clifton M. Smart, III  
President, Board of Governors

Date

6/21/21