

SEVERANCE AGREEMENT AND GENERAL RELEASE

This Severance Agreement and General Release ("Agreement") dated January 25, 2016 ("Effective Date"), is between Paul W. Ferguson ("Dr. Ferguson") and The Board of Trustees of Ball State University, a body politic of the State of Indiana created by statute, with its principal office at the Administration Building, Room 101, Ball State University, Muncie, Indiana 47306 ("Board").

WHEREAS, the Board is the legal entity that has the legal responsibility to, among other things, manage and control Ball State University ("University");

WHEREAS, Dr. Ferguson is currently employed as President of the University pursuant to an Employment Agreement with an effective date of August 1, 2014 ("Employment Agreement");

WHEREAS, Dr. Ferguson has notified the University that he wishes to take a two-month Sabbatical Leave and then voluntarily resign from his position as the University's President effective March 25, 2016;

WHEREAS, the Board has approved Dr. Ferguson's Sabbatical Leave and accepted Dr. Ferguson's voluntary resignation as the University's President;

WHEREAS, the Board and Dr. Ferguson have reached an amicable agreement and the parties wish to enter into this Agreement to memorialize the terms of their agreement and to define the obligations the parties have to one another; and

WHEREAS, Dr. Ferguson intends and understands that this Agreement shall accomplish a complete and permanent severance of all rights that stem from his employment as President of the University, including without limitation any rights under the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual understandings, agreements, and the releases contained herein, and for other good and valuable consideration, and subject to final Board approval, the parties hereby agree as follows:

1. Sabbatical and Voluntary Resignation.

a. Sabbatical Leave. Dr. Ferguson has requested that the Board allow him to take a Sabbatical Leave from the Effective Date until March 25, 2016. The Board has granted Dr. Ferguson's request. During Dr. Ferguson's Sabbatical Leave, the University will pay him a gross amount equal to two months of his annual base salary, payable on the University's normally scheduled paydays. While on Sabbatical Leave, Dr. Ferguson will be not be actively engaged as President of the University, will be relieved of all such duties associated with his position of President and any other roles he has with the University, and will not be authorized to act on behalf of the University.

b. Voluntary Resignation. Dr. Ferguson has also notified the Board of his desire to voluntarily resign as the University's President upon completion of his Sabbatical Leave. The Board has accepted Dr. Ferguson's resignation, which shall be effective at 5:00 p.m. on March 25, 2016 ("Resignation Date"). Dr. Ferguson also agrees to resign as an officer or director of all subsidiaries, affiliates, and related entities of the University and shall sign such documents necessary to effect these resignations immediately following the full execution of this Agreement, or at such other time as requested by the Board. As part of these resignations, Dr. Ferguson releases all rights he may have that stem from his employment with the University, including any rights under the Employment Agreement. Dr. Ferguson acknowledges and agrees that while he is on Sabbatical Leave, the University must begin its search for his successor. As a result, Dr. Ferguson acknowledges that his resignation is irrevocable.

2. Payment of Wages to Dr. Ferguson. On or before the first regular payday following the Resignation Date, the University shall pay Dr. Ferguson his unpaid vacation days in the gross amount of \$21,635.00, and any other wages Dr. Ferguson earned through the Effective Date, less applicable federal, state and local taxes. Dr. Ferguson will not accrue any additional vacation days during the Sabbatical Leave.

3. Severance Payment. Upon completion of his Sabbatical Leave, if Dr. Ferguson executes and does not revoke the Release Agreement attached as *Exhibit A* ("Release Agreement") within the time period specified therein, the University shall pay Dr. Ferguson, as severance, the following: (a) the gross amount of \$450,000, less all applicable federal, state and local taxes, payable in equal installments on the University's regular paydays for a period of 12 months, with the first payment being made on the first regular payday following the effective date of the Release Agreement ("Severance Payment"); and (b) the gross amount of \$14,785.68, which will cover the value of 12 months of premiums for continued group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA Payment"). The COBRA Payment shall be payable in one lump sum within 10 days of the effective date of the Release Agreement. Dr. Ferguson agrees that the payments in Section 2 and Section 3 shall be the only payments stemming from his employment with the University, including the Employment Agreement, to which he shall be entitled following the Resignation Date. Dr. Ferguson also agrees that the Severance Payment and the COBRA Payment constitute full and fair consideration for Dr. Ferguson's releases and waivers outlined in this Agreement. Dr. Ferguson acknowledges that he has received all other forms of compensation, payments, and benefits, of whatever kind, that may be due to him by the University.

The University shall make the payments during the Sabbatical Leave, the Severance Payment and the COBRA Payment by checks made payable to Dr. Paul W. Ferguson and shall deliver the checks to Betz + Blevins Law Firm, One Indiana Square, Suite 1660, Indianapolis, Indiana 46204. Dr. Ferguson shall be solely responsible for any federal, state and local taxes incurred as a result of all payments under this Agreement. Dr. Ferguson shall indemnify and hold the University harmless from any costs, liability or expenses, including reasonable attorney's fees, arising from the taxation, if any, of the payments under this Agreement, including without limitation any penalties or administrative expenses.

4. Dr. Ferguson's Duty to Mitigate. Dr. Ferguson shall mitigate the University's obligations to pay the Severance Payment and the COBRA Payment by making reasonable and diligent efforts to obtain a senior leadership position in higher education or other employment commensurate with Dr. Ferguson's training and experience. After Dr. Ferguson obtains such employment, the University's obligation to make monthly payments of the Severance Payment shall be reduced by the amount of Dr. Ferguson's new monthly base compensation for the remaining months of the University's obligations to pay the Severance Payment. Dr. Ferguson shall notify the University within seven days of receiving any offers of such new employment.

5. Mutual Release. Dr. Ferguson hereby releases and forever discharges the University, the Board, the Ball State University Foundation, and all of their current and former officers, directors, trustees, employees, affiliates, representatives and agents, in their individual and representative/official capacities, from any and all rights, claims, demands, damages, costs, expenses, and causes of action of any kind or nature, whether known or unknown, including, without limitation, any claims alleging violation or breach of any federal, state, or local constitution, statute, regulation, ordinance, or common law, and/or breach of any contract. Dr. Ferguson specifically waives and/or releases any claim or right he may have under any agreements with the University, including the Employment Agreement. Dr. Ferguson's release of claims also includes, without limitation, the following: (a) any claim of age discrimination under the Age Discrimination in Employment Act ("ADEA") (including without limitation the Older Workers Benefit Protection Act), (b) any claim under any state statutory or decisional law pertaining to wrongful discharge, discrimination, retaliation, breach of contract, breach of public policy, misrepresentation, fraud or defamation, (c) any and all claims under the Indiana Civil Rights Act, Indiana Wage Payment Statute, Indiana Wage Claims Statute, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Family and Medical Leave Act and the Americans With Disabilities Act Amendments Act, and (d) any claims that Dr. Ferguson has or may have on account of or arising out of or in any way related to (i) his employment with the University, (ii) the termination of his employment with the University, (iii) his existing or potential entitlement under any employee benefit or welfare benefit programs or plans of the University, and/or (iv) any and all matters, transactions or things occurring prior to his execution of this Agreement. Provided, however, that this release shall not include any right or claim to vested rights that Dr. Ferguson may have to benefits under any retirement or other employee benefit plan.

Likewise, the University and the Board hereby release and forever discharge Dr. Ferguson from any and all rights, claims, demands, damages, costs, expenses, and causes of action of any kind or nature, whether known or unknown, including, without limitation, any claims alleging violation or breach of any federal, state, or local constitution, statute, regulation, ordinance, or common law, and/or breach of any contract. This includes any and all matters, transactions or things occurring prior to the execution of this Agreement. Dr. Ferguson represents and warrants that he has not engaged in any conduct that would amount to "Cause" as that term is defined in the Employment Agreement.

6. Return of University Property. Upon the Effective Date, Dr. Ferguson shall return to the University all of its property that was not otherwise publicly available and that was in his possession or control prior to that date, including, but not limited to, any and all records,

strategic planning and other documents, computer software and hardware, notes, memoranda, and all copies thereof. On or before February 25, 2016, Dr. Ferguson shall return to the University the automobile the University provided him. Dr. Ferguson also shall vacate the University-owned home located at 2200 West Berwyn Road, Muncie, Indiana, within 30 days of the Resignation Date. Other than weekly maintenance and safety checks, other housekeeping and maintenance services will not be provided for the University-owned home after the Effective Date, unless there are emergency circumstances. The University shall allow Dr. Ferguson to use his University-owned computer, including his University e-mail account, during his Sabbatical Leave. After the Effective Date, Dr. Ferguson shall not incur any expenses, including but not limited to travel expenses, without prior authorization of the Board.

7. Mutual Non-Disparagement. Dr. Ferguson shall not make or publish any derogatory, disparaging, false, or damaging written or oral statements or remarks regarding the Board, the University, or the Ball State University Foundation, or any of their affiliates, or any their current or former officers, directors, trustees, employees, or agents. Dr. Ferguson will not be precluded, however, from providing truthful testimony pursuant to valid legal process. The University also agrees that it will instruct and direct the individual members of the Board and the President's Cabinet from making or publishing any derogatory, disparaging, false, or damaging written or oral statements or remarks regarding Dr. Ferguson. The University will not be precluded, however, from providing truthful testimony pursuant to valid legal process.

8. Mutual Confidentiality. Dr. Ferguson agrees that as a result of his employment he had access to and learned substantial confidential and/or proprietary information of the University, including but not limited to business and strategic plans, faculty files, office files, documents pertaining to admissions, business and contractual relationships, internal financial data, and protected student information ("Confidential Information"). Dr. Ferguson agrees and acknowledges that this Confidential Information should not be available to the public except as may be required by law or for the governance and administration of the University. Therefore, Dr. Ferguson agrees that he will not at any time disclose or cause to be disclosed to any person or entity any Confidential Information except (a) to the extent that such information is already in the public domain not as a result of any act or omission of Dr. Ferguson; (b) where required to be disclosed by court order, subpoena or other government process; or (c) to the extent necessary to enforce the terms of this Agreement.

Additionally, Dr. Ferguson agrees that he shall keep the terms and conditions of this Agreement and the discussions that led up to the formation of this Agreement strictly confidential and he shall not disclose such information, unless required by law, to any person or entity other than Dr. Ferguson's spouse, attorney, or accountant, provided that such individuals similarly agree to such confidentiality requirements.

The University also agrees that it will keep the terms and conditions of this Agreement and the discussions that led up to the formation of this Agreement strictly confidential. Nothing in this Agreement, however, shall prevent the University from disclosing information regarding this Agreement to those individuals who have a need to know this information in order to carry out their responsibilities, so long as those individuals similarly agree to such confidentiality requirements. This confidentiality provision shall not apply to the University to the extent that

dissemination or disclosure may be required under Indiana law pursuant to a court order or as reasonably determined by the University's legal counsel. Specifically, the parties understand and agree that pursuant to the Public Records Act, Indiana Code § 5-14-3-1 *et seq.*, the University is a public agency and this Agreement is a public record subject to inspection and, irrespective of the confidentiality provisions in this Agreement, the parties understand and agree that it will not be a violation of this Agreement for the University to disclose this Agreement in response to a lawful request under the Indiana Access to Public Records Act, or as otherwise may be required by law.

9. Cooperation. Dr. Ferguson agrees to cooperate with the Board by making himself reasonably available to testify on behalf of the University in any action, suit or proceeding, whether civil, criminal, investigative, or administrative, and to assist the Board in any such action, suit or proceeding, including by providing information and meeting and consulting with the Board or its representatives or counsel, as reasonably requested by the Board.

10. Public Statement. The University shall issue the public statement attached to this Agreement as *Exhibit B* ("Public Statement"). Dr. Ferguson shall make no public comment or statement, directly or indirectly, regarding the University or his employment with the University that is inconsistent with or contradicts the Public Statement.

11. Letter of Reference and Employment Verification. The University has agreed to provide Dr. Ferguson the letter of reference attached as *Exhibit C*. Should any prospective employer of Dr. Ferguson desire employment verification from the University, Dr. Ferguson agrees to refer any prospective employer or other inquiry to the University's Vice President and General Counsel. The University agrees that its Vice President and General Counsel shall be the only individual who provides employee verification regarding Dr. Ferguson. The University shall only provide Dr. Ferguson's dates of employment and the position he held at the University. If a prospective employer inquires as to whether Dr. Ferguson is eligible for reemployment at the University, the University shall state that it does not provide that information.

12. No Admission on Part of the University. It is understood and agreed that this Agreement does not constitute an admission by the University that it has violated any statute or law, committed any unlawful act or breached any contract. It is also understood and agreed that this Agreement is entered into solely for the purpose of compromise in an effort to fully resolve all matters relating in any way to Dr. Ferguson's employment with the University and/or the termination of Dr. Ferguson's employment with the University.

13. Non-Interference with Employment Rights. Nothing in this Agreement (including without limitation any release of claims, non-disparagement, or confidentiality provision) shall prohibit or restrict Dr. Ferguson from filing a charge or complaint with, communicating with, or participating in any investigation by the Equal Employment Opportunity Commission or any similar state or local administrative agency. Dr. Ferguson acknowledges and agrees, however, that in the event he files such a charge or complaint, Dr. Ferguson waives any right to recover and shall not recover any monetary damages or any other individual relief.

14. Breach. The prevailing party in any action to enforce or defend any provision of this Agreement shall be entitled to recover all damages, court costs and reasonable attorney's fees incurred in prosecuting or defending an action under this Agreement.

15. Representations. Dr. Ferguson has read this Agreement carefully and he understands all of its terms. Dr. Ferguson's decision to sign this Agreement was voluntary and in agreeing to sign this Agreement, he has not relied upon any statements or explanations by the Board, other than as explicitly set forth in this Agreement. Dr. Ferguson is voluntarily releasing any and all rights and claims he has by virtue of his employment by the University, including any rights or claim under the Employment Agreement or any other agreements with the University. Dr. Ferguson represents that he has not filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim, right, or cause of action this Agreement purports to waive.

16. Consultation with Attorney. Dr. Ferguson acknowledges that he was given a reasonable amount of time to consider this Agreement and that he has consulted with an attorney of his choosing to review this Agreement.

17. Miscellaneous Terms and Conditions.

a. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of this Agreement and fully supersedes all prior negotiations, representations and agreements (including the Employment Agreement), whether written or oral, between the parties with respect to the subject matter of this Agreement.

b. The terms and conditions of this Agreement shall extend to, be binding upon and inure to the benefit of the heirs, administrators, representatives, executors, successors and assigns of the parties.

c. This Agreement shall be construed in accordance with and pursuant to the internal laws of the state of Indiana, without regard to choice of law rules, and the parties (i) agree that litigation initiated by Dr. Ferguson or the University concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Indiana or federal court of competent jurisdiction in the Southern District of Indiana; (ii) consent to the personal jurisdiction of such courts; and (iii) waive any defense of forum non conveniens.

d. If any term or condition of this Agreement is applied to either party or to any circumstance that is adjudged to be illegal, invalid or inoperable, that illegality, invalidity or inoperability shall not affect the remainder of the Agreement, its validity or enforceability.

e. Each party has had an ample opportunity to make suggestions or changes to the terms and conditions in this Agreement. The terms and conditions of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any drafter.

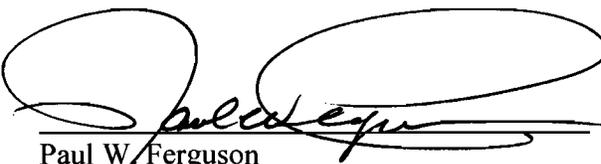
f. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly and properly executed.

**THE BOARD OF TRUSTEES
OF BALL STATE UNIVERSITY**

PAUL W. FERGUSON

By: 
Richard J. Hall, Chairman


Paul W. Ferguson

Date: 1-25-16

Date: 1-24-16

EXHIBIT A
RELEASE AGREEMENT

In consideration for the mutual promises and consideration provided both herein and in the Severance Agreement and General Release signed on January 25, 2016 (the "Severance Agreement") between Paul W. Ferguson ("Dr. Ferguson") and The Board of Trustees of Ball State University ("Board"), the Parties hereby extend by this Release Agreement ("Release Agreement") the release and waiver provisions contained in the Severance Agreement to any and all claims that may have arisen between the effective date of the Severance Agreement and the Effective Date of this Release Agreement (as defined in Section 3 below), and to add such releases and waivers as provided herein, expressly including but not limited to a waiver of any age-related claims under the ADEA.

1. Consideration. As consideration for this Release Agreement and as set forth in the Severance Agreement, Ball State University ("University") shall provide Dr. Ferguson with the Severance Payment and the COBRA Payment referred to in Section 3 of the Severance Agreement. The University shall pay the first installment of the Severance Payment beginning on the first regular payday following the Effective Date of this Release Agreement. The University shall make the COBRA Payment within 10 days following the Effective Date of this Release Agreement. All payments shall be made in accordance with the procedures outlined in the Severance Agreement.

2. Mutual Release. Dr. Ferguson expressly acknowledges and agrees that the terms of the Severance Agreement shall apply equally to this Release Agreement, shall be construed to be extended through the Effective Date of this Release Agreement, and are incorporated by reference herein. Dr. Ferguson agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to him by the University or the Board. Dr. Ferguson hereby releases and forever discharges the University, the Board, and the Ball State University Foundation ("Foundation") and all of their current and former officers, directors, trustees, employees, affiliates, representatives and agents, in their individual and representative/official capacities, from any and all rights, claims, demands, damages, costs, expenses, and causes of action of any kind or nature, whether known or unknown, including, without limitation, any claims alleging violation or breach of any federal, state, or local constitution, statute, regulation, ordinance, or common law, and/or breach of any contract. Dr. Ferguson specifically waives and/or releases any claim or right he may have under any agreements with the Board or the University, including his Employment Agreement. Dr. Ferguson's release of claims also includes, without limitation, the following: (a) any claim of age discrimination under the Age Discrimination in Employment Act ("ADEA") (including without limitation the Older Workers Benefit Protection Act), (b) any claim under any state statutory or decisional law pertaining to wrongful discharge, discrimination, retaliation, breach of contract, breach of public policy, misrepresentation, fraud or defamation, (c) any and all claims under the Indiana Civil Rights Act, Indiana Wage Payment Statute, Indiana Wage Claims Statute, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Family and Medical Leave Act and the Americans With Disabilities Act Amendments Act, and (d) any claims that Dr. Ferguson has or may have on account of or arising out of or in any way related to (i) his employment with the University, (ii) the termination of his employment with the

University, (iii) his existing or potential entitlement under any employee benefit or welfare benefit programs or plans of the University, and/or (iv) any and all matters, transactions or things occurring prior to his execution of this Release Agreement. Provided, however, that this release shall not include any right or claim to vested rights that Dr. Ferguson may have to benefits under any retirement or other employee benefit plan. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Dr. Ferguson's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the University. Dr. Ferguson understands that any such filing or participation does not give Dr. Ferguson the right to recover any monetary damages against the University, the Board, or the Foundation, and that his release of claims herein bars him from recovering such monetary relief.

Likewise, the University and the Board hereby release and forever discharge Dr. Ferguson from any and all rights, claims, demands, damages, costs, expenses, and causes of action of any kind or nature, whether known or unknown, including, without limitation, any claims alleging violation or breach of any federal, state, or local constitution, statute, regulation, ordinance, or common law, and/or breach of any contract. This includes any and all matters, transactions or things occurring prior to the execution of this Release Agreement. Dr. Ferguson represents and warrants that during his Sabbatical Leave he has not engaged in any conduct that would amount to "Cause" as that term is defined in his Employment Agreement.

3. Acknowledgment of Waiver of Claims under ADEA. Dr. Ferguson acknowledges that he is waiving and releasing any rights he may have under the ADEA, and that this waiver and release is knowing and voluntary. Dr. Ferguson agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Release Agreement. Dr. Ferguson acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Dr. Ferguson was already entitled. Dr. Ferguson further acknowledges that he has been advised by this writing that: (a) he should consult with an attorney prior to executing this Release Agreement; (b) he has 21 days within which to consider this Release Agreement; (c) he has seven days following his execution of this Release Agreement within which to revoke this Release Agreement; and (d) this Release Agreement shall not be effective until after the revocation period has expired. In other words, this Release Agreement will become effective on the eighth day after Dr. Ferguson signs this Release Agreement, so long as it has not been revoked by Dr. Ferguson before that date (the eighth day after Dr. Ferguson signs this Release Agreement, assuming no revocation, shall be the "Effective Date"). In the event Dr. Ferguson signs this Release Agreement and returns it to the Board in less than the 21-day period identified above, Dr. Ferguson hereby acknowledges that he has freely and voluntarily chosen to waive the time period allotted for considering this Release Agreement. Any revocation of this Release Agreement must be accomplished by Dr. Ferguson's written notification of revocation delivered by hand delivery to Richard J. Hall, Chairman, Board of Trustees, Ball State University, Administration Building, Room 101, Ball State University, Muncie, Indiana 47306.

4. Entire Agreement. This Release Agreement, together with the Severance referenced herein (and any agreements that survived thereunder), represent the entire agreement and understanding between the Board and Dr. Ferguson concerning the subject matter of this Release Agreement and Dr. Ferguson's employment with the University, and supersede and replace any and all prior agreements and understandings concerning the subject matter of this Agreement and Dr. Ferguson's relationship with the University.

5. Governing Law. This Agreement shall be governed by the laws of the State of Indiana, without regard for choice-of-law provisions. The Parties consent to personal and exclusive jurisdiction and venue in the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Release Agreement on the respective dates set forth below.

**THE BOARD OF TRUSTEES
OF BALL STATE UNIVERSITY**

PAUL W. FERGUSON

By: _____
Richard J. Hall, Chairman

Paul W. Ferguson

Date: _____

Date: _____

EXHIBIT B
PUBLIC STATEMENT

The Board of Trustees of Ball State University announced today that President Paul W. Ferguson has requested a two-month sabbatical leave and has submitted his resignation to be effective at the end of that leave. The Board has approved the leave and accepted his resignation. Rick Hall, Board Chair, made the announcement following the trustees' meeting earlier today.

"While the Board and Dr. Ferguson are disappointed that this relationship has ended, we wish Dr. Ferguson and his wife, Grace, well in their future endeavors," Hall said.

"It has been an honor and privilege for Grace and me to work with and to serve the faculty, staff, and especially our students, at Ball State University. We have, together, worked diligently to refresh our vision and legacy of beneficence and entrepreneurship, refocused on being student-centered and community-engaged, and improved many of our policies and procedures to be best practices," commented Dr. Ferguson.

Hall said that the Trustees have appointed Provost and Executive Vice President for Academic Affairs Terry King as acting President. Dr. King served as Interim President in 2014 when former President Jo Ann Gora retired after 10 years.

"The Board has tremendous confidence in the ability of the faculty and the administration to build upon their past successes," Hall added, noting that "The collective effort of the entire University community will be especially important as we approach the Centennial Celebration of Ball State in 2018."

Exhibit C

Date

Address

Dear:

In response to your request for a reference regarding Dr. Paul W. Ferguson, please allow me to share information about his tenure at Ball State University. Dr. Ferguson served as President of Ball State University from 2014-2016 during which time the following were accomplished:

- A refreshed university vision and planning process (*The Centennial Commitment 18 by '18*) in preparation for the University's Centennial in 2018;
- Key focus areas included programs defined as Student-Centered, Community-Engaged, and best practices guiding all planning and operations consistent with a model 21st Century Public Research University;
- Key success metrics included overall increases in student enrollment (2.6%) to 21,196 students;
- Student success in retention and graduation rates with four year rates showing the highest rate of increase for all Indiana public universities (12% over five years to 44.7%);
- Balanced annual budget with new 2015 Moody's and Standard and Poor's Bond Ratings maintained at Aa3 due to "the university's strong, integrated management approach";
- New State appropriations (3% increase) related to successful performance funding of Ball State as Indiana's "Entrepreneurial University" and a new \$62.5 M Health Professions Building;
- Managing \$203.8 M in construction projects, new community economic development partnerships with the city, county, and state; and consistently providing high quality student life programming that was inclusive and diverse.

Dr. Ferguson and his wife, Grace, are known for their warmth and welcoming spirits and both exemplify the model of servant leadership.

Sincerely,