

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT, as amended by the First through Fourth Amendments to such Employment Agreement (collectively, the "Employment Agreement") by and between the University of Kansas ("University") and Sheahon Zenger ("Athletics Director"), is effective as of July 1, 2017.

WHEREAS, Athletics Director has been employed by the University since February 1, 2011; and

WHEREAS, the parties are interested in continuing their relationship and building the basis for sustained success for Kansas Athletics for the future.

NOW THEREFORE, the parties stipulate and agree that the Employment Agreement shall be amended as follows:

1. Paragraph 1 (Term) is amended only to the extent that the term of Athletic Director's employment shall extend through June 30, 2021.
2. Paragraph 3 (Compensation) is amended only to the extent that Athletic Director's annual salary shall be in the amount of \$700,000 effective as of July 1, 2017.
3. Paragraph 8 (Performance objectives) is rescinded in its entirety and replaced with the following provision:
 - a. *No later than July 1 of each year of this Agreement, Athletics Director will submit to the Chancellor of the University his performance objectives for the coming year. The performance objectives will include progress toward establishing a successful football program. Additional performance objectives will be created from the following domains: (a) academic progress by student-athletes; (b) fiscal management; (c) fundraising; (d) increased departmental revenues; (e) additional competitive athletic accomplishments; (f) academic accomplishments; (g) National Collegiate Athletic Association ("NCAA") rules compliance; and (h) equal opportunity and title IX compliance. Athletics Director and the Chancellor will mutually agree, in advance, upon the additional performance objectives derived from the foregoing list for the subsequent fiscal year, defined as July 1 through June 30. Athletics Director shall submit to the Chancellor a progress report on performance objectives not later than June 1st of each year.*
 - b. *Athletics Director will receive a performance evaluation from the Chancellor at the end of each fiscal year, except those years in which the Athletics*

Director has completed the five year review required by University policy for all who report directly to the Chancellor. In those years, the five year review will include the Chancellor's review of the Athletics Director's progress report regarding that year's performance objectives. Any future salary adjustment will be determined by performance during the preceding fiscal year and will be subject to budgetary conditions.

- c. Athletics Director will be eligible for up to a \$50,000 annual performance bonus based on the following criteria: (1) \$40,000 if the football team has a winning record, which means a record of at least as many wins as losses, exclusive of the result of any bowl game. For example, if the team finishes the regular season with six wins and six losses, Athletics Director will qualify for this bonus; (2) \$5,000 if the women's basketball team has a winning record during the regular season, exclusive of pre and post-season games; and (3) \$5,000 if the men's basketball team reaches the "elite 8" of the NCAA championship tournament.*

- 4. Paragraph 11 (Termination without cause). The first sentence of such paragraph is hereby rescinded and replaced with the following sentence, the remaining provisions in such paragraph remaining in full force and effect:

Should the University terminate this Agreement other than by its expiration under Section 1, or by termination under the provisions of Section 10, the University shall pay Athletics Director, as liquidated damages, an amount equal to one year of salary, at the then existing salary rate, for every year, including a partial year based on days remaining in the partial year, that Athletics Director has remaining on his contract at the time of termination under this Section 11, but in no event shall such amount exceed two years' salary at the then existing salary rate.

- 5. Paragraph 12 (Termination by Athletics Director). The first two sentences of such paragraph are hereby rescinded and replaced with the following sentences, the remaining provisions in such paragraph remaining in full force and effect:

Athletics Director hereby represents to have special and unique knowledge, skill, and ability as a director of intercollegiate athletics. In the event Athletics Director terminates this Agreement at any time before the end of the term of this Agreement to accept an athletics director position or an equivalent administrative position with (a) any college or university that is a member of the Big 12 Conference, Big Ten Conference, PAC 12 Conference, Atlantic Coast Conference or Southeastern Conference (or any successor grouping of the current "Power Five Conferences"), (b) a professional sports organization, or (c) a collegiate athletics conference office, then the Athletics Director shall be responsible to pay, or have paid on his behalf, as a repayment of compensation, perquisites and benefits previously received with the expectation that he would not accept such employment prior to completion

of the term of this Agreement, and as liquidated damages, an amount equal to one-half of his then yearly salary.

6. Effect of Amendment. All other provisions of the Employment Agreement between the University and Athletics Director shall remain operational and unmodified by this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands.

THE UNIVERSITY OF KANSAS

By: Bernadette Gray-Little
Bernadette Gray-Little, Chancellor

Date: May 4, 2017

ATHLETICS DIRECTOR

By: Sheahon Zenger
Sheahon Zenger

Date: 5-2-17