

UNIVERSITY OF KANSAS-TERM SHEET

Position: Head Football Coach

This memorandum and its terms, if accepted by both parties, shall serve as a binding offer of employment to Leslie Edwin Miles for the head coaching position ("Head Coach") for the University of Kansas football team from Jeffrey P. Long, Director of Athletics ("AD") at the University of Kansas ("KU").

The terms of this memorandum shall be incorporated into an employment agreement to be signed by Kansas Athletics, Inc. ("KAI") and Head Coach as expeditiously as possible and are binding upon the parties.

Effective Date: Date on which all Signatures are Affixed on the Last Page of this Agreement

Reports to: Jeffrey P. Long, Director of Athletics at the University of Kansas

Duties: Responsibility for all endeavors and strategic initiatives regarding the care and well-being of the University's student athletes, along with the promotion and success of University of Kansas intercollegiate athletics program (or "Kansas Athletics") as will be further specified in the final employment agreement, including, but not limited to:

- Uniting the football department by building a cohesive team that shares the same vision, goals, values, mission, and work ethic to enhance and champion the brand of Kansas athletics nationally.
- Providing inspirational leadership to the coaching staff and fostering a trust that allows them to approach the Head Coach in ways that build strong, professional relationships.
- Investing the personal commitment, passion, and energy into Kansas athletics teams, including but not limited to attending sporting events, developing relationships with the student athletes on and off the field, and being available to all constituents for counsel.
- Promoting the holistic well-being of the student athlete on and off the field of play.
- Engaging alumni, friends of Kansas athletics, and all donors who can have an impact on raising the funds necessary to improve the University at all levels.
- Directly affect athletic and institutional excellence by providing leadership in building a diverse, equitable, and inclusive community.
- Execute key personnel and budget decisions for Kansas football at the direction of the Athletic Director.

- Provide effective leadership that reflects the University of Kansas’s broader ethical values and standards, and engage in no conduct that constitutes deliberate and serious violation of NCAA or Big XII Conference standards, rules, and regulations.
- Cooperating fully with any Athletics, KU, Big 12, or NCAA compliance investigation.
- Engage in no conduct that is discreditable, seriously prejudicial, or demeaning or abusive.
- Work directly, day-to-day, with Senior Associate AD for Football Administration.
- Serve as head football coach for the term of this Agreement and to devote his full time and attention and give his best efforts and skill exclusively to the duties required of him as the KU head football coach.
- Head Coach shall provide to Athletics, educational, public relations, and promotional activities (“multimedia activities” or “personal services”) as reasonably requested by Athletics;
- Head Coach agrees that Athletics has the exclusive right to any and all of the multimedia activities or personal services described above and that the services, and any performance similar to the services, shall not be performed for any other person, corporation or entity during the term of this agreement without the consent of the AD;
- Head Coach shall report to the AD or his designee, to advise and inform Athletics regarding the multimedia activities or personal services when necessary or appropriate and when otherwise requested to do so.

Term: November 16, 2018 – December 31, 2023

Base Salary: \$225,000

Personal Services Payment: \$2,550,000

Retention Bonus: \$225,000, payable only in year 3 (3 years @ \$225,000 = \$775,000) and only in year 5 (2 years @ \$225,000 = \$500,000). The retention bonuses are earned at the start of year 3 on November 16, 2020 and the start of year 5 on November 16, 2022.

Contract Extension: Review and extension discussions will begin prior to the beginning of the last contract year or at any point by the AD.

Incentive Payments:

National Championship game	\$1,000,000
CFP game participant (semi-final)	\$350,000
New Year's 6 game participant	\$100,000
Other Bowl game	\$75,000
Big 12 Championship game	\$100,000
Win 6 games in a season:	one-year, one-time, rollover extension.
<u>Coach of year (non-cumulative):</u>	
AP, USA Today, Sporting News, Home Depot, AFCA (max 1):	\$50,000
Big 12	\$50,000
Broyles Award for Assistant Coach	\$15,000
<u>GPA (non-cumulative, as calculated by institution):</u>	
2.65 or higher	\$25,000
2.75 or higher	\$50,000

The parties agree to reopen only the incentive payments related to CFP should the CFP format be changed.

Benefits: (Candidate) will receive the following benefits while employed as Head Coach

- Participation in Kansas Athletic Inc.'s employee group benefits including the Kansas Athletics, Inc., self-funded health and welfare plan;
- Reasonable relocation fees and temporary housing for Head Coach and his immediate family for up to 90 days, in accordance with KAI policies and consistent with Kansas Board of Regents policies in the event KAI's policies are silent.
- Country club membership with golfing privileges, and fitness club membership;
- KAI will pay reasonable travel and lodging for spouse in attending away KU football games and reasonable travel and lodging for minor child(ren) to attend one away KU football game.
- One automobile, including insurance and reasonable maintenance and repair, and a \$750 per month allowance for a second automobile;
- Only for the first year of this agreement (November 16, 2018 through November 15, 2019), Kansas Athletics will provide to Head Coach up to \$50,000.00 worth of air services time to be used for start-up and transition-related travel.

- Head Coach shall be entitled to operate a summer football camp or clinics in accordance with the policies of KU, Athletics, the NCAA and Big 12 concerning the operation of such camps. Coach hereby acknowledges and agrees that Athletics shall receive a percentage of the revenues derived from said camp as a facilities use fee. Head Coach shall provide to Athletics a full accounting of the camp or clinic, including a statement of income and expenses, and an accounting of all distributions to all personnel working at the camp or clinic. The percentage will be determined on an annual basis and specified in an annual camp contract that Coach shall sign with the athletic department.

Termination (by Head Coach):

If the Head Coach terminates his employment, as defined by KAI, he shall pay KAI an amount of release payments equal to the sum of his remaining base salary and personal services payments.

Termination (by KAI):

If the Head Coach's employment is terminated without Just Cause, as defined by KAI, KAI shall pay Head Coach an amount of release payments equal to the sum of his remaining base salary and personal services payments.

All of these Release payments are payable in monthly installments due the last business day of the month. No other sums or damages of any kind whatsoever shall be paid by Athletics to Head Coach, other than release payments, including no retirement contributions and no payout of remaining leave. Head Coach will be removed from all benefit plans and be provided information on continuation of benefits in accordance with applicable laws.

If the Head Coach's employment is terminated for any other reason, including termination for death, disability or Just Cause, he will receive payment of unpaid salary to the date of termination and no other compensation or severance other than minimum payments (if any) required under applicable employment standards legislation.

Mitigation: The Parties covenant and agree that the release payments to Head Coach shall be offset and reduced on a monthly basis by the gross compensation earned by Head Coach personally or through business entities owned or controlled by Head Coach from engagement as an employee or consultant either at a college or university, NFL, or with a sports-related organization to include sports media organizations (collectively referred to hereafter as "Other Employment").

For purposes of this provision, "gross compensation" shall mean, without limitation, gross income from base salary or wages, talent fees, or other types of compensation paid to Head Coach by an employer, including by a business entity owned by or controlled by Head Coach, consulting fees, honoraria, fees received by Head Coach as an independent contractor, or other income of any kind whatsoever from Other Employments. Coach may be required to produce evidence of all compensation, non-investment

income. Excluded from "gross compensation" are: talent fees associated with commercials and entertainment employment, example: movies roles.

Just Cause:

"Just Cause" will be defined as including:

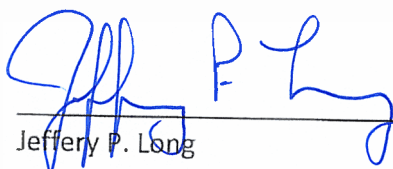
- gross negligence or willful misconduct by the Head Coach in connection with duties and responsibilities; or
- any material breach or non-observance of any of the material conditions or material obligations of the Head Coach's employment agreement; or
- any refusal to carry out any of the Head Coach's duties, any insubordination, unprofessional or insulting behavior of a material nature toward KAI, its employees, officers, students, or supporters, or the University of Kansas, its employees, officer, students, faculty or supporters; or
- the refusal, failure (other than the failure resulting from his incapacity due to physical or mental illness), fraud, or dishonesty of Head Coach in any material respect to comply with the directives of the Director or his designee or to perform the duties of the head coach; or
- a violation by Head Coach of serious criminal conduct, including any felony, as determined by Athletics or a criminal conviction involving dishonesty, fraud, misappropriation or embezzlement; or
- discreditable conduct that is inconsistent with the professional standards expected of a head coach of a collegiate sports team or that is seriously prejudicial to the best interests of KU or Athletics; or be abusive or demeaning in language or conduct to any student, including student-athletes, or employees, including employees of KU or Athletics; or be involved in conduct or activities that violate KU or Athletics' mission; or
- violations by Head Coach of NCAA rules and regulations; or
- failure by Head Coach to report promptly to the AD any violations known to Head Coach of governing athletic rules, including NCAA and/or Big 12 rules, or Athletics or KU rules, regulations or policies by assistant coaches, student-athletes or other persons under the direct control or supervision of Head Coach; or
- fraud or dishonesty in preparing, falsifying, submitting, or altering documents or records of or for the NCAA, the Big 12 Conference, Athletics, or KU; or
- commission of or participation in by Head Coach of any act, situation, or occurrence, or any conduct, which in Athletics of KU's judgment brings Head Coach and/or KU into public disrepute, embarrassment, contempt, or ridicule or any public or private comments that disparage KU or Athletics, its personnel, programs, policies and/or departments, or that cause damage to KU's reputation.

Coach Buyout from other institution: Kansas Athletics is not responsible for any contract buyout from Head Coach's current institution.

Third-party agreements: While employed as Head Coach, Head Coach agrees not to enter into any agreement with any third party without prior express written consent from the AD, which will not be unreasonably withheld.

Contingent Offer: Any offer is contingent upon the following conditions: successful completion of a background check, an NCAA Compliance review, and approval by the Chancellor of the University of Kansas.

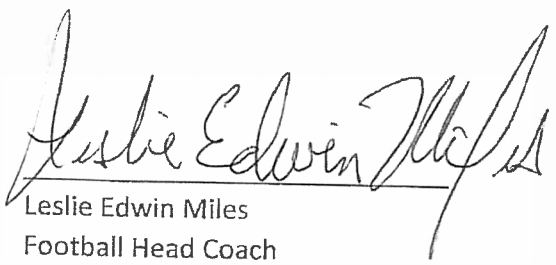
Accepted and agreed to:



Jeffery P. Long
Athletics Director

11/16/18

Date

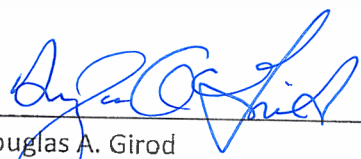


Leslie Edwin Miles
Football Head Coach

11/16/18

Date

2018



Douglas A. Girod
Chancellor of The University of Kansas

11/16/18

Date