

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is by and between Kansas Athletics, Inc. ("KAI"), and Jordan Michael Peterson ("Safeties Coach").

WHEREAS, KAI operates the intercollegiate athletics programs of the University of Kansas (KU), subject to the direction and control of the Chancellor of the University of Kansas; and

WHEREAS, Safeties Coach wishes to serve, and KAI desires that Safeties Coach should serve, as Safeties Coach for the KU intercollegiate football program.

NOW, THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto agree as follows:

### **1. Employment**

KAI hereby employs Jordan Michael Peterson to perform all duties and responsibilities attendant to the position of Safeties Coach of the KU's intercollegiate football team as may be required of him.

### **2. Definition of Contract Years**

Contract Year One ("Year One"): Period from January 10, 2020 through February 28, 2021;

Contract Year Two ("Year Two"): Period from March 1, 2021 through February 28, 2022;

Contract Year Three ("Year Three"): Period from March 1, 2022 through February 28, 2023;

Contract Year Four ("Year Four"): Period from March 1, 2023 through February 29, 2024;

Contract Year Five ("Year Five"): Period from March 1, 2024 through February 28, 2025;

Contract Year Six ("Year Six"): Period from March 1, 2025 through February 28, 2026.

### **3. Term of Agreement**

Year One and Year Two shall be guaranteed contract years to be paid by KAI to Safeties Coach consistent with the terms of this Agreement. The guaranteed term shall begin January 10, 2020, and end February 28, 2022 unless KAI extends or earlier terminates Safeties Coach, each at KAI's sole and exclusive option, pursuant to the Agreement terms below.

KAI's option to exercise each optional year (optional years are Year Three, Year Four, Year Five, and Year Six) is within the sole discretion of KAI. KAI must exercise its option to retain Safeties Coach for Year Three by giving written notice to Safeties Coach on or before January 5, 2022. KAI must exercise its option to retain Safeties Coach for Year Four by giving written notice to Safeties Coach on or before January 5, 2023. KAI must exercise its option to retain Safeties Coach for Year Five by giving written notice to Safeties Coach on or before January 5, 2024. KAI must exercise its option to retain Safeties Coach for Year Six by giving written notice to Safeties Coach on or before January 5, 2025.

#### 4. Performance

Safeties Coach agrees to serve for the entire term of this Agreement (including Year Three, Year Four, Year Five, and Year Six which are each optional years at KAI's sole discretion) and to devote his full time and attention and give his best efforts and skill exclusively to the duties required of him as Safeties Coach. During the term of this Agreement, Safeties Coach shall report to and be under the immediate supervision of KAI's Head Football Coach (the "Head Coach"), who reports to the Director of Intercollegiate Athletics (the "Director of Athletics") or their designee. Without limiting the generality of this Section 4, Safeties Coach's duties and responsibilities as the Safeties Coach shall include, but not be limited to, the following:

- A. The competent and diligent performance of all reasonable duties as may be required by the Head Coach in connection with the KU football program. Such duties shall include, but are not limited to, supervising, evaluating, recruiting, training, and coaching student-athletes to compete against major college competition as it relates to the football program; and
- B. The professional and personal comportment at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the National Collegiate Athletics Association (NCAA), the Big 12 Conference or any successor conference (both referred to herein as the "Big 12"), and KU. At all times Safeties Coach shall exercise due care that all personnel and student-athletes under his supervision or subject to Safeties Coach's control or authority, comport themselves in a similar manner; and
- C. Compliance with the academic standards and requirements of KU with respect to the recruiting and eligibility of prospective and current student-athletes for the football program. Safeties Coach shall comply with the academic policies established by KU and the NCAA, including monitoring and encouraging the regular progress toward an academic degree of those student-athletes in the football program. Safeties Coach shall cooperate with academic counselors or similar persons to assist student-athletes in connection with the academic pursuits of the student-athletes and shall use his personal best to encourage and promote those efforts and the efforts of every student-athlete to obtain a baccalaureate degree; and
- D. The undertaking of his reasonable best efforts to comply with and assure that all persons under his supervision, including assistants and student-athletes, comply with the rules and regulations of the NCAA, the Big 12 Conference, and such rules and regulations concerning intercollegiate athletics, athletics personnel, and student-athletes as may from time to time be promulgated by KU or KAI, including, but not limited to the following:
  - i. Safeties Coach shall observe and respect the principles of institutional control in every aspect of the football program;
  - ii. In the event that Safeties Coach becomes aware, or has reasonable cause to believe, that violations concerning these rules may have taken place, he shall report the same promptly to the Director of Athletics and to the KAI Compliance Department; and
  - iii. With respect to NCAA rule enforcement proceedings performed by the NCAA, KAI, or their agents, Safeties Coach agrees to report NCAA violations

in a timely manner; to share all knowledge, communications and documents in a timely manner; to provide access to all electronic devices, e-mail accounts, electronic message service accounts, social media and other technology; and to confidentiality.

- E. The undertaking of his reasonable best efforts to competently and diligently perform all required tasks and activities of, and adherence to all standards, rules, and regulations established by applicable federal and state laws, including the Buckley Amendment, the Clery Act, Title IX, the Handbook for Faculty and Other Unclassified Staff of KU, KAI's Policies and Procedures Manual, KAI policies and procedures, and KU policies and procedures, as may be amended from time to time; and
- F. Safeties Coach hereby acknowledges that a complete copy of both KU's policies for Faculty and Other Unclassified Staff and a complete copy of KAI's Policies and Procedures Manual are available at:

<https://documents.ku.edu/policies/provost/FacultyandUnclassifiedStaffHandbook.pdf> and [https://kuathletics.com/sports/2013/6/21/GEN\\_0621132026.aspx?id=24](https://kuathletics.com/sports/2013/6/21/GEN_0621132026.aspx?id=24) respectively. Other policies are available at <http://policy.ku.edu/> or <https://kuathletics.com/table-of-contents/> and with KAI compliance.

- i. In case of a conflict between KU's policies for Faculty and Other Unclassified Staff and KAI's Policies and Procedures Manual, the terms of KAI's Policies and Procedures Manual shall control. Safeties Coach acknowledges and agrees that he has received information regarding access to KAI's Policies and Procedures Manual and is be governed by its terms and bound by them; and
  - ii. KU's policies for Faculty and Other Unclassified Staff and KAI's Policies and Procedures Manual, and any future amendments, are hereby incorporated by this reference and made part of this Agreement as if they were fully set forth herein.
- G. Maintaining and enforcing conduct (both on and off the field) and disciplinary rules and sanctions fairly and uniformly for all student-athletes in the football program so as to ensure academic and moral integrity, together with NCAA compliance; and
- H. Uniting the football department by supporting the Head Coach in building a cohesive team that shares the same vision, goals, values, mission, and work ethic to enhance and champion the brand of KU and KAI nationally. Safeties Coach will provide inspirational leadership to players and staff and foster a trust that allows them to approach Safeties Coach in ways that build strong, professional relationships. Safeties Coach will also invest 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; and
- I. Engaging alumni, friends of Kansas athletics, and all donors who can have an impact on raising the funds necessary to improve KAI and KU and its other affiliates, at all levels; and



- J. Safeties Coach shall not, without approval of Director of Athletics, accept any supplemental pay, bonus, or other form of payment from any outside source, except for income earned from the operation of Head Coach's sports camps or clinics.

**5. Base Salary**

For all services to be performed by Jordan Michael Peterson in his capacity as Safeties Coach, KAI shall pay him a base salary as follows:

Year One: \$200,000 annual salary payable in equal monthly installments on the last day of each month with the last payment being February 28, 2021, said payments beginning January 10, 2020;

Year Two: \$200,000 payable in twelve (12) equal monthly installments on the last day of each month with the last payment being February 28, 2022, said payments beginning March 1, 2021;

Year Three: In the event KAI exercises its option to retain Safeties Coach for Year Three, \$200,000 payable in twelve (12) equal monthly installments on the last day of each month with the last payment being February 28, 2023, said payments beginning March 1, 2022;

Year Four: In the event KAI exercises its option to retain Safeties Coach for Year Four, \$200,000 payable in twelve (12) equal monthly installments on the last day of each month with the last payment being February 28, 2024, said payments beginning March 1, 2023;

Year Five: In the event KAI exercises its option to retain Safeties Coach for Year Five, \$200,000 payable in twelve (12) equal monthly installments on the last day of each month with the last payment being February 28, 2025, said payments beginning March 1, 2024; and

Year Six: In the event KAI exercises its option to retain Safeties Coach for Year Six, \$200,000 payable in twelve (12) equal monthly installments on the last day of each month with the last payment being February 28, 2026, said payments beginning March 1, 2025.

**6. Incentive Payments**

The following incentive payments shall be paid to Safeties Coach in the event the football team achieves, and Safeties Coach attends and coaches in, any of the bowl games specified below. If Safeties Coach leaves and/or does not fully participate in the bowl game, he is not eligible for the incentive payment. Where eligible, Safeties Coach will receive the highest percent of the following, with the below bonus percentages (with the exception of the Big 12 Conference Championship Game bonus) being non-cumulative of each other, as explained further below:

Selected for any bowl game:	5% of Salary OR
Win any bowl game:	7.5% of Salary OR
Selected for New Year's 6 Bowl Game: (Non-CFP game)	10% of Salary OR
Win New Year's 6 Bowl Game: (Non-CFP game)	15% of Salary OR
Make the College Football Playoff:	15% of Salary OR
Win one game in the College Football Playoff:	20% of Salary OR
Win the National Championship:	25% of Salary .

**\*\*\*In addition to the highest percentage earned above, there is another 5% bonus for making the Big 12 Conference Championship Game (regardless of winning or losing the game.)\*\*\***

- A. Such incentive payments are bonuses and do not alter Safeties Coach's base salary amount.
- B. The parties agree to reopen only the incentive payments related to the College Football Playoff ("CFP") should the College Football Playoff format change.
- C. Both parties understand, agree, and affirm that the amounts set forth in this Section are not cumulative with the exception of making the Big 12 Conference game. For example: if the KU football team and Safeties Coach go to a non-New Year's 6 or non-CFP bowl game, Safeties Coach would be eligible to receive a 5% bonus if the team loses *or* a 7.5% if the team wins (Safeties Coach would *not* be eligible to receive a 12.5 % bonus if the team wins, i.e., Safeties Coach would not be eligible to receive a 5% bonus for making the bowl game plus another 7.5% bonus for winning the bowl game). If the team goes to the Big 12 Championship and is selected for a New Year's 6 bowl, he is eligible for a bonus of 15% if the team loses the bowl game (10% for the selection to the New Year's 6 game plus 5% for playing in the Big 12 Championship Game) or 20% if the team wins the bowl game (15% for winning New Year's 6 game plus 5% for playing in Big 12 Championship Game).
- D. In the event this Agreement is terminated for cause, Safeties Coach shall repay to KAI all Incentive Payments received for any achievement by Safeties Coach under this Section if such achievement is subsequently vacated by KU or by the NCAA, in whole or in part, because of NCAA, Big 12, or KU/KAI rules violations committed directly by Wide Receivers Coach as determined by KAI, KU, or the NCAA. Safeties Coach's repayment under this Section shall be due no later than six (6) months from the KU or NCAA notice of the vacated achievement, whichever comes first.

**7. Outside Income**

- A. In accordance with NCAA rules, Safeties Coach agrees that he shall provide to the Chancellor of KU by September 1 of each year a detailed accounting in writing of all athletically related income and benefits from sources outside the institution. This report shall include the amount and source of income.
- B. Safeties Coach agrees that during the term of this Agreement, he will not engage in any outside activities, including but not limited to, commercial or private ventures including outside consulting agreements, using KAI's or KU's name or likeness by any commercial, public, or private entity, television, radio, or internet, unless such activities are expressly approved in writing and in advance by the Director of Athletics and comply with NCAA and Big 12 bylaws, rules, and regulations and in compliance with KAI's Policies and Procedures Manual. Safeties Coach agrees that any outside activities shall not conflict with or be inconsistent with his responsibilities under this Agreement. Safeties Coach further agrees that he shall not create a private foundation without the prior approval of the Director of Athletics.
- C. Nothing in this Agreement shall constitute permission or license of Safeties Coach to use or authorize third parties to use KU's trademarks in connection with outside employment. A license to use the KU's trademarks must be obtained from and approved by the Director of Athletics and KAI Trademark and Licensing. Nothing in this Agreement shall constitute permission or license for Safeties Coach to change or modify any existing trademarks or to create new trademarks for KU or its football program without the express written permission of the Director of Athletics and the Chancellor of KU.

**8. NCAA and/or Big 12 Violations**

- A. If KU, KAI, the Big 12 Conference, or the NCAA determines that Safeties Coach has violated NCAA or Big 12 regulations, or willfully and knowingly permitted any other person under his direct control or supervision to commit an NCAA or Big 12 violation, or if Safeties Coach failed to promptly report a violation or provide complete and accurate information to the Director of Athletics and the KAI Compliance Department, in addition to any remedies provided by this Agreement or at law, Safeties Coach agrees that he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, as now existing or as amended from time to time. Such action by the NCAA or Big 12 shall not preclude or, in any manner, affect KAI's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
- B. Safeties Coach further agrees that if he is found by KU, KAI, the Big 12 Conference, or the NCAA to be involved in significant, or repetitive or intentional violations (or a pattern of conduct which may constitute or lead to a major NCAA violation) of NCAA regulations, whether while employed at KU or during prior employment at another NCAA member institution, Safeties Coach may be suspended without pay for a period of time and/or the employment of Safeties Coach may be terminated for cause, as set forth in Section 13 below. Additionally, if Safeties Coach knew or should have known of a significant or repetitive or intentional violation of NCAA regulations, and he fails to promptly report it to the Director of Athletics, he agrees that he may be suspended without pay and/or terminated for cause, as defined in Section 13 below.



- C. Safeties Coach further agrees that he shall report promptly to the Director of Athletics and to the KAI Compliance Department any violations known to Safeties Coach of governing athletic rules, including NCAA and/or Big 12 rules, or KAI or KU rules, regulations or policies. If Safeties Coach is fined by the Big 12 Conference or the NCAA for any violation of the sportsmanship policy, such penalty shall be the sole responsibility of Safeties Coach.
- D. With respect to NCAA rule enforcement proceedings performed by the NCAA, KAI, or their agents, Safeties Coach agrees to report NCAA violations in a timely manner; to share all knowledge, communications and documents in a timely manner; to provide access to all electronic devices, e-mail accounts, electronic short message service accounts, social media and other technology; and to confidentiality. Safeties Coach understands and agrees that failure to do so may result in him being suspended without pay for a period of time and/or his employment may be terminated for cause.
- E. Safeties Coach agrees to indemnify KU, KAI, and the Kansas Board of Regents for all costs and expenses, including attorneys' fees, incurred by KU, the Kansas Board of Regents, and/or KAI as a result of KU's football program being placed on probation due to a major, intentional, significant or repetitive violation of NCAA rules and regulations by Safeties Coach directly. Said payments by Safeties Coach shall not exceed 20% of his total annual compensation.

#### 9. Apparel and Media Rights/Contracts

- A. Safeties Coach acknowledges that any apparel provided to or purchased by KU or KAI by a manufacturer is subject to NCAA rules and regulations, as well as KAI's property inventory procedures. All equipment must be sent directly to KAI's Athletic Equipment Manager and shall be owned by KAI. Any personal equipment or apparel that is provided to or purchased by Safeties Coach from an apparel dealer must be delivered to his home address, and cannot be received by KU or KAI.
- B. Safeties Coach acknowledges that he has no authority to use the KU marks and/or logos (including verbiage). All designs for merchandise incorporating any KU marks and/or logos (including verbiage), which may be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving any KU or KAI employees, must be approved by the Director of Athletics prior to production. All merchandising incorporating any KU marks and/or logos (including verbiage), which shall be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving any KU or KAI employees, is subject to normal licensing approval and applicable royalty fees. All such merchandise must be purchased from KU-approved, licensed manufacturers. A list of all KU-approved, licensed manufacturers (including addresses and phone numbers) shall be available from the Director of Athletics. Copies of all invoices for all merchandise incorporating any KU marks and/or logos (including verbiage) ordered for resale/give-away at any activities (camps, clinics, any athletic contests, etc.) must be forwarded to the Director of Athletics for review and approval.
- C. Safeties Coach acknowledges that KAI and KU have agreements with apparel and/or footwear manufacturers and distributors, as well as merchandise and beverage agreements, to provide footwear, apparel, equipment, and other products to KAI for use by the football team and staff. Safeties Coach agrees he shall not negotiate a separate contract with any footwear, apparel,

equipment, or beverage manufacturer while serving as Safeties Coach, and that he further agrees that he will not endorse any athletic footwear, apparel, equipment, and/or beverage products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, equipment, or beverages. He further acknowledges that he shall comply with all terms of KAI agreements with such apparel, footwear, equipment, merchandise, or beverage agreements that currently exist or that KU or KAI may negotiate in the future. Further, Safeties Coach agrees to comply with any requirements of KAI and KU agreements with third-parties.

- D. Safeties Coach further acknowledges that KAI possesses the sole and exclusive ownership rights to all media rights in KU football, including but not limited to coaches' shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows, and other programs (the "Programs") that may be offered currently or in the future on media outlets, including but not limited to the following: radio, all forms of television, internet, satellite, cable, streaming, broadband, high definition, high dynamic range, 4K, DVD, video cassette, wireless and video-on-demand or any other medium whatsoever whether now existing or developed in the future. As such, KAI shall be entitled, at its option to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs. KAI shall be entitled to retain all revenue generated by the Programs, including but not limited to, that received from Program sponsors for commercial endorsements used during the Programs. All appearances by Safeties Coach on any radio, television, internet or any other Program must have the prior approval of the Director of Athletics or their designee. It shall not be unreasonable for KAI to withhold approval, and Safeties Coach shall not be permitted to participate in any business transactions or endorse any products or appear on any radio, television, internet, or any other Programs, if KAI reasonably determines that such participation may likely discredit or bring undue criticism to KAI or KU or to infringe upon any contractual obligations of KAI or, as determined by KAI in its sole but reasonable discretion, are otherwise not in the best interests of KAI or KU or which violate KU policy or local, state, or federal law. Safeties Coach may not associate KU's name, logos, trademarks, symbols, insignias, indicia, service marks, or reputation in connection with any such arrangements, directly or indirectly, without the prior written approval of the Director of Athletics. In the event that the Director of Athletics gives permission to Safeties Coach to use KU's name, logos, trademarks, symbols, insignia, indicia, service marks or reputation, such permission shall be non-exclusive and non-transferable, and may be revoked at any time by KAI or KU for any reason. Such permission shall automatically expire upon Safeties Coach's resignation or termination from employment.
- E. Safeties Coach agrees to, and hereby does, assign to KAI and KU, or its then current rights holder of one or more of the Programs all right, title and interest in Safeties Coach's name, nickname, initials, autograph, facsimile signature, likeness, photograph, and derivatives thereof, and Safeties Coach's picture, image, and resemblance and other indicia closely identified with Safeties Coach (collectively the "Property") in connection with the Programs or endorsements and in all other respects for purposes consistent with this Section and elsewhere in this Agreement. The assignment includes, but is not limited to, intellectual property rights under any and all trademarks and copyrights and any applications therefor which have been obtained or filed, and may be filed in the future with respect to the Property. Safeties Coach further agrees to, and hereby does, assign to KAI and KU the Property associated with all previously broadcast, record or stored Programs. Nothing contained herein shall limit Safeties Coach's ability to use



the Property in activities not associated with the Programs, subject to the approval by the Director of Athletics or their designee.

#### **10. Other Miscellaneous Benefits**

So long as Safeties Coach continues his employment with the KU intercollegiate football program, KAI agrees to provide, or pay, as the case may be, and only as elected by Safeties Coach, the following additional benefits:

- A. For the duration of his employment, Safeties Coach shall receive the use of a courtesy automobile, as may be approved in writing by the Director of Athletics. It is specifically understood and agreed that the Director of Athletics may withdraw this perquisite based on availability of courtesy cars, or for any other reason, at any time, at the Director of Athletics' sole and exclusive discretion. Such use of the vehicle must be consistent with KAI policies.
- B. **WORK SCHEDULE:** Time demands in the coaching profession are unique, largely on a seasonal basis, and require coaches to work beyond the normal 40-hour work week. Coaches are given the flexibility to establish their own work schedule reflecting seasonal demands and success goals for the program. However, coaches are expected to be reasonably available to meet with student-athletes, staff, alumni, media, and friends of KAI and KU. For the reasons set forth in this Paragraph, Safeties Coach acknowledges that he will accrue annual leave for use in the event of illness or medical condition, but such leave does not have to be used for vacation. Safeties Coach agrees that unused annual leave is not paid out at the time the contract ends or is terminated by either party. Safeties Coach will have all other leave benefits normally provided to KAI employees.
- C. Provided such events are pre-approved by the sports supervisor, KAI shall pay all reasonable travel and entertainment expenses not reimbursed by another source whenever Safeties Coach represents KU or its athletics or football programs. Such representation is understood to include recruiting, appearances at camps or clinics, speaking engagements, and other occasions at which Safeties Coach represents KU and/or KAI.
- D. Safeties Coach shall be eligible to participate in all medical, dental, retirement and any other fringe benefit programs available to full-time benefits eligible employees of KAI with the exception of annual or vacation leave.
- E. Safeties Coach shall receive reimbursement for ordinary and necessary expenses related to moving one residence to the Lawrence, Kansas area, up to a maximum of \$20,000 to cover the costs of moving personal and household items related to such move. KAI will not pay for house-hunting trips or the transportation of personal vehicles as part of moving expenses.
- F. KAI shall make available to Safeties Coach up to four (4) tickets for home football games upon his request at no cost to Safeties Coach for allocation at his discretion consistent with KAI ticket policies and approval by the KAI Compliance Department. In addition, KAI shall make available to Safeties Coach up to four (4) tickets for allocation at his discretion to all away football games and up to four (4) tickets to bowl games for allocation at his discretion consistent with KAI ticket

policies and approval by the KAI Compliance Department. Any other tickets requested by Safeties Coach shall be paid for directly by Safeties Coach and shall be his personal expense.

- G. For the duration of his employment as Safeties Coach, Safeties Coach shall be provided a membership at a Lawrence country club. KAI agrees to pay all monthly dues, greens fees, and all other business-related expenses. It is specifically understood and agreed that the Director of Athletics may withdraw this perquisite based on availability of funding or golf club membership availability, or for any other reason, at any time, at the Director of Athletics' sole and exclusive discretion.

#### **11. Taxability of Benefits**

Safeties Coach acknowledges and agrees that some benefits described in Section 10 above may constitute taxable income, and Safeties Coach agrees he is responsible for payment of all appropriate taxes on such income. Safeties Coach also understands and agrees that KAI will withhold taxes based on the value of the benefits described in Section 10 above, and based on the value of any other benefits or compensation provided by KU or KAI and not otherwise listed herein.

#### **12. Termination Without Cause**

- A. KAI shall have the right to terminate this Agreement without cause at any time upon written notice to Safeties Coach. In the event KAI terminates this Agreement without cause, KAI, in addition to all monetary amounts due and owing under this Agreement up to the date of termination, shall be liable to Safeties Coach for a payment of the remaining amounts due under Section 5 of the Agreement, ("Liquidated Damages"). Other than payments defined as Liquidated Damages, no other sums or damages of any kind whatsoever shall be paid by KAI or KU to Safeties Coach.
- B. The Liquidated Damages above shall be paid to Safeties Coach in monthly payments for a term of twenty-three (23) months or the unexpired term of the Agreement, whichever is longer. If the Agreement is extended, then the monthly payments will be made for a term of twenty-three (23) months or the unexpired term of the Agreement, whichever is longer.
- C. The parties agree that such Liquidated Damages are in lieu of all other compensation and benefits otherwise owed to Safeties Coach under any and all other provisions of this Agreement; and further such Liquidated Damages constitute reasonable compensation for losses that Safeties Coach will incur and are not a penalty. KAI shall not be liable to Safeties Coach for the loss of any amounts, collateral business opportunities, or any other benefits, perquisites or income resulting from activities such as, but not limited to camps, clinics, media appearances, television or radio shows, or from any other sources as a result of KAI's termination of Safeties Coach's employment under this Agreement.
- D. The Parties covenant and agree that the Liquidated Damages paid to Safeties Coach shall be offset and reduced on a monthly basis twenty-three (23) months or the unexpired term of the Agreement, whichever is longer, by the gross compensation earned by Safeties Coach personally or through business entities owned or controlled by Safeties Coach from engagement as an



employee or consultant either at a college or university, NFI., or with a sports-related organization to include sports media organizations.

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 Safeties Coach, including by a business entity owned by or controlled by Safeties Coach, consulting fees, honoraria, fees received by Safeties Coach as an independent contractor, or other income of any kind whatsoever that are similar in nature to the benefits set forth in Section 11. Safeties Coach agrees to make reasonable efforts to obtain other employment at a fair market value as soon as possible and to provide notice of the new position and written confirmation of the gross compensation to KAI. In any event, upon written request by KAI, Safeties Coach will be required to produce evidence of all gross compensation, including applicable federal and state tax returns, for review by KAI within five (5) business days to enable KAI to monitor its existing obligation under this Section.

### **13. Termination for Cause**

- A. KAI may, for cause, terminate Safeties Coach's employment at any time upon written notice to Safeties Coach.
- B. If such termination is for cause, KAI shall be obligated to pay Safeties Coach all amounts owing up to the date of termination only. All obligations of KAI to make further payments and/or to provide any other consideration, under this Agreement or otherwise, except to the extent already vested, shall cease immediately. KAI shall not be liable to Safeties Coach for the loss of any amounts, collateral business opportunities, or any other benefits, perquisites or income resulting from activities such as, but not limited to camps, clinics, media appearances, television or radio shows, or from any other sources as a result of KAI termination for cause of Safeties Coach's employment under this Agreement. Safeties Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Safeties Coach shall be eligible to purchase continued health insurance pursuant to COBRA for the period of time specified by COBRA at the time of termination.
- C. For purposes of this agreement, "cause" shall include misconduct, including but not limited to:
  - 1. the refusal, failure (other than the failure resulting from his incapacity due to physical or mental illness), fraud, or dishonesty of Safeties Coach in any material respect to comply with the reasonable directives of the Director of Athletics or their designee (including Head Football Coach) or to perform the duties set forth in Section 4 above; or
  - 2. criminal conduct by Safeties Coach, other than minor traffic infractions; or
  - 3. discreditable conduct that is inconsistent with the professional standards expected of an Safeties Coach of a collegiate sports team or that is seriously prejudicial to the best interests of KU or KAI; or engaging in abusive or demeaning language or conduct to

any student, including student-athletes, or employees, including employees of KU or KAI; or be involved in conduct or activities that violate KU or KAI's mission; or

4. violations by Safeties Coach of NCAA and/or Big 12 rules and regulations in current form and as may be amended; or
  5. failure by Safeties Coach to report promptly to the Director of Athletics any violations known to Safeties Coach of governing athletic rules, including NCAA and/or Big 12 rules, or KAI or KU rules, regulations or policies by assistant coaches, student-athletes or other persons under the direct control or supervision of Safeties Coach; or
  6. fraud or dishonesty in preparing, falsifying, submitting, or altering documents or records of or for the NCAA, the Big 12 Conference, KAI, or KU; or
  7. Gross negligence or willful misconduct by Safeties Coach in connection with his Safeties Coach duties and responsibilities; or
  8. any material breach or non-observance of any of the material conditions or material obligations of Safeties Coach's employment agreement; or
  9. any refusal to carry out any of Safeties Coach's duties, any insubordination, unprofessional or insulting behavior of a material nature toward KAI, its employees, officers, students, or supporters, or KU, its employees, officer, students, faculty or supporters; or
  10. Violation of KAI's and/or KU's policies on discrimination, harassment, or retaliation; or
  11. commission of or participation in by Safeties Coach of any act, situation, or occurrence, or any conduct, which in KAI's or KU's judgment brings Safeties Coach and/or KU into public disrepute, embarrassment, contempt, or ridicule or any public comments that disparage KU or KAI, its personnel, programs, policies and/or departments, or that cause damage to KAI and/or KU's reputation; or
  12. Failure by Safeties Coach to engage in and assure that every person under Safeties Coach's supervision is engaging in safe and responsible treatment of student-athletes on the team and avoiding behavior that could jeopardize a student-athlete's physical or mental health, safety or welfare or that otherwise could cause harm or risk causing harm to a student-athlete.
- D. Prior to any termination for cause, KAI shall provide written notice to Safeties Coach that shall specify the grounds for termination and provide Safeties Coach with an opportunity (not less than five (5) calendar days) to respond to any allegations against him.
- E. KAI shall have the right to take disciplinary or corrective action, short of termination for cause, against Safeties Coach for violation of any provision of this Agreement or for any reason which would allow termination for cause or suspension under this Section. KAI is under no obligation to use progressive discipline. Should KAI choose, at its option, to use progressive discipline for



misconduct, the use of progressive discipline shall not create any future obligation for KAI to use progressive discipline for future misconduct.

**14. Termination for Disability or Death**

- A. If Safeties Coach's mental or physical incapacity precludes him from performing his duties herein, Athletics shall have the right to place Safeties Coach on administrative leave, said leave to be administered pursuant to KAI's administrative leave policy and consistent with KAI's and KU's policies. In the event of Safeties Coach's death or termination for disability, neither party owes any party any further payments other than those accrued through the date of termination.

**15. Termination by Safeties Coach**

- A. Safeties Coach acknowledges, agrees, and affirms that he has special, exceptional, and unique knowledge, skill, and ability which, in addition to future acquisitions of football knowledge and experience at KU, as well as KU's special need for continuity in its football program, render Safeties Coach's services unique.
- B. Safeties Coach recognizes that his promise to work for KAI for the entire term of this Agreement (including Year Three, Year Four, Year Five, and Year Six, if each option year is exercised at KAI's sole discretion) is an essential consideration in KAI's decision to employ him as Safeties Coach in the football program. Safeties Coach also recognizes that KAI is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment prior to the termination date of this Agreement (including Year Three, Year Four, Year Five, and Year Six, if each option is exercised at KAI's sole discretion.)
- C. Safeties Coach acknowledges, agrees, and affirms that the loss of his services by the KU Football program, without KAI's approval and release, prior to the expiration of the term of this Agreement (including Year Three, Year Four, Year Five, and Year Six, if each option is exercised at KAI's sole discretion), would cause an inherent loss to KAI. Therefore, Safeties Coach agrees, and specifically promises, that in the event that he resigns, announces his employment or intent to accept employment elsewhere, or otherwise terminates his employment with KAI, he shall pay release payments, which he agrees are fair and reasonable compensation for losses that KAI will incur and are not a penalty, according to the following schedule:
1. If Safeties Coach terminates his employment for any reason before February 28, 2022 then he owes release payments to KAI in the amount of \$400,000; or
  2. If KAI exercises its option to extend Safeties Coach for Year Three, but Safeties Coach terminates his employment for any reason before February 28, 2023 then he owes release payments to KAI in the amount of \$400,000; or
  3. If KAI exercises its option to extend Safeties Coach for Year Four, but Safeties Coach terminates his employment for any reason before February 28, 2024 then he owes release payments to KAI in the amount of \$400,000; or

4. If KAI exercises its option to extend Safeties Coach for Year Five, but Safeties Coach terminates his employment for any reason before February 28, 2025 then he owes release payments to KAI in the amount of \$400,000; or
5. If KAI exercises its option to extend Safeties Coach for Year Six, but Safeties Coach terminates his employment for any reason before February 28, 2026 then he owes release payments to KAI in the amount of \$400,000.

Without exception, Safeties Coach understands, agrees, and affirms that the release payments due from Safeties Coach to KAI should he terminate his employment with KAI, as defined by KAI and described above, shall be made to KAI within 45 days of terminating his employment (including all years that are at KAI's sole option, including Year Three, Year Four, Year Five, and Year Six.)

- D. Further, in the event Safeties Coach should terminate his employment, for whatever reason, KAI shall be obligated in that event to pay Safeties Coach only amounts owed to Safeties Coach under this Agreement up to the date of termination. Safeties Coach shall not be entitled to receive any other benefits or payments that become due after the date of termination except as might be expressly provided elsewhere in this Agreement.
- E. Safeties Coach agrees that during the term of this Agreement, he shall notify the Director of Athletics or their designee, and obtain permission prior to, any discussions by Safeties Coach, his agents or representatives, pertaining to coaching opportunities at any NCAA member institution, or any other coaching or non-coaching positions that may result in termination of his employment with KAI. Such notice to the Director of Athletics or their designee must be provided within 12 hours of receipt by Safeties Coach or his agent, whichever is first.

If the required notice is provided, KAI agrees to release Safeties Coach from his obligations to pay release payments described above during this Agreement (including Year Three, Year Four, Year Five, and Year Six, if each option is exercised at KAI's sole discretion) ONLY in the event Safeties Coach accepts employment as a Head Football Coach at an NCAA FBS institution and in that case, no release payments shall be payable by Safeties Coach to KAI upon his termination of this Agreement.

## **16. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, excluding Kansas's choice of law and conflict of law rules. Jurisdiction and venue of any suit arising out of or related to this agreement shall reside exclusively in the state court located in Douglas County in the State of Kansas, and Safeties Coach consents to personal jurisdiction and venue in that court. The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and of KAI as a controlled affiliate of a state agency and need not be reserved, but KAI here reiterates that nothing in or related to this provision shall be deemed a waiver of the Eleventh Amendment.



## **17. Ownership of Records**

All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to Safeties Coach by KAI or KU or developed by Safeties Coach on behalf of or at the expense of KAI or KU or otherwise in connection with Safeties Coach's employment are and shall remain the sole and confidential property of KAI. Notwithstanding the foregoing, KAI at its sole discretion will permit Safeties Coach, at his own expense, to copy and retain practice, drill or game film and/or any practice or game scripts, schedules and/or playbooks, after the Director of Athletics, at his or her sole discretion, has given written approval to Safeties Coach to do so. Except as set forth herein, within ten (10) days of the expiration or termination of this Agreement, Safeties Coach shall cause any such materials in his possession or control to be delivered to KAI. At the same time Safeties Coach shall return to KAI all credit cards or keys or other equipment (computers, tablets, key pass cards, phones etc.) issued to him by KAI.

## **18. Severability and Construction**

If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, this Agreement shall be ineffective only to the extent of such prohibition and the validity and enforceability of all remaining provisions shall not be affected.

The parties acknowledge that they have read this Agreement and have negotiated the terms of such Agreement, have equal opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. Therefore, the parties agree that there shall not be any inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion of this Agreement.

## **19. Amendments, Modifications, Extensions, and Waiver**

In order to be enforceable, any amendments, modifications, extensions to this Agreement, or waivers of any of the terms of this Agreement must be in writing and signed by all parties. The Parties agree that oral agreements to renew or extend this Agreement are invalid and non-binding.

## **20. Reassignment**

KAI retains the right to assign Safeties Coach to other positions with different duties during the term of this Agreement. Such duties may not necessarily include coaching football, but will be consistent with Safeties Coach's education and experience, at the sole discretion of the Director of Athletics or their designee.

## **21. Waiver**

Waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

**22. Notice**

Any notice or other communication hereunder will be in writing, sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed provided, if, (a) mailed, when deposited, postage prepaid, in the United States mail, (b) sent by overnight courier, one business day after delivery to such courier, and (c) sent by confirmed facsimile. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to KAI:

Director of Athletics  
Kansas Athletics, Inc.  
1651 Naismith Drive  
Lawrence, Kansas 66045  
Facsimile: (785) 864-5035

If to Safeties Coach:

Jordan Michael Peterson  


**23. Entire Agreement**

This Agreement embodies the complete agreement concerning the employment of Safeties Coach by KAI and shall, upon the effective date, supersede any other oral and written agreements between the parties regarding Safeties Coach's employment. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this Agreement with full opportunity to seek advice of competent counsel.

**24. Effectiveness of Agreement**

This Agreement shall not be binding upon KAI unless Jordan Michael Peterson successfully completes a background and compliance checks and until this Agreement is signed by the Director of Athletics.

[SIGNATURES APPEAR ON NEXT PAGE,  
REMAINDER INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest day and year indicated below.

[Redacted Signature]

Jordan Michael Peterson

Title: Safeties Coach

1/10/2020  
Date

KANSAS ATHLETICS, INCORPORATED

By:

[Redacted Signature]

Jeffrey J. Long

Title: Director of Athletics

1/10/2020  
Date

By:

[Redacted Signature]

Les Miles

Title: Head Football Coach

1-10-2020  
Date