

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is effective as of April 5, 2021 (“Effective Date”), by and between Travis Goff (“Athletics Director”) and the University of Kansas (“KU”).

WHEREAS, KU, through Kansas Athletics, Inc. (“KAI”), operates the intercollegiate athletics programs of the KU, subject to the direction and control of the Chancellor of the University of Kansas (collectively KU and KAI will be referred to as “University”); and

WHEREAS, the University desires and expects to develop and maintain a nationally competitive intercollegiate athletics program that reflects both academic and athletic success, achieves comprehensive excellence, and represents the University locally, regionally, and nationally in a positive manner; and

WHEREAS, the University desires that Athletics Director serve as the Director of Intercollegiate Athletics of the University, and

WHEREAS, Athletics Director acknowledges the University’s desires and expectations of comprehensive excellence and wishes to accept employment with the University on the terms and conditions provided in this Agreement.

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

1. Term. KU hereby employs Athletics Director as an unclassified professional staff employee of the University of Kansas for a period of five (5) years from the Effective Date through June 30, 2026, subject to the terms and conditions set forth herein.

2. Duties of Athletics Director. Athletics Director hereby accepts employment with the KU on the terms provided herein, and agrees that he will devote his best efforts, full time to the performance of his duties for the University. Athletics Director shall serve as a valuable and collaborative member of the Chancellor’s leadership team. Athletics Director shall be responsible

for all endeavors and strategic initiatives regarding the care and well-being of the University's intercollegiate student-athletes and the promotion and success of the University's intercollegiate athletics program ("Kansas Athletics"), including all of the following duties:

a. Uniting the athletic 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.

b. Providing inspirational leadership to the coaching staff and fostering a trust that allows them to approach the Athletic Director in ways that build strong, professional relationships.

c. Investing the personal commitment, passion, and energy into Kansas Athletics teams, including but not limited to attending sporting events, developing appropriate relationships with student-athletes on and off the field, and being available to all constituents for counsel.

d. Promoting the holistic well-being of student-athletes on and off the field, including emphasizing student success in the classroom and developing an environment that prioritizes academics and increases graduation rates.

e. Engaging University 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.

f. Managing partnerships while also implementing innovative avenues to grow revenue across all categories.

g. Directly affect institutional excellence by providing leadership in building a diverse, equitable, and inclusive community and ensuring the activities and operations of Kansas Athletics comply with University policies and procedures related to non-discrimination, including but not limited to Title IX of the Education Amendments Act of 1972, 20 U.S.C. §1681, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.*, and all other state and federal anti-discrimination laws.

h. Fostering collaboration and communication with academic and

administrative leaders across the University to develop a productive partnership between athletics and academics.

i. Using best efforts to ensure the University's position as a leader in the Big XII Conference, both in competition and in conference organizational leadership.

j. Serving as a leader and key representative in intercollegiate athletics to safeguard the University's place in a continually shifting athletic conference landscape.

k. Executing key personnel and budget decisions for Kansas Athletics in consultation with the Chancellor and the Board of Directors for Kansas Athletics, Inc.

l. Providing effective administrative leadership that demonstrates acute business acumen and reflects best and current business and finance practices.

m. Providing effective leadership that reflects the University's broader ethical values and standards, and engaging in no conduct that constitutes deliberate and serious violation of the standards, rules, and regulations of the NCAA or Big XII Conference or other conference to which the University may belong (hereinafter referred to as the "Big XII Conference").

n. Leading and maintaining a culture of safety, compliance, and excellence throughout all aspects of Kansas Athletics.

o. Acting at all times in a manner that is that is consistent with the professional standards expected of a senior administrator of the University of Kansas; being involved in no conduct or activity that is seriously prejudicial to the best interests of the University or KAI; being involved in no abusive or demeaning language or conduct towards any University student (including student-athletes) or University or KAI employee; and being involved in no conduct or activity that violates the University's or KAI's mission.

3. Reporting and Other Obligations. Athletics Director shall be directly responsible and accountable to the KU Chancellor and shall perform the duties set forth in this Agreement and as reasonably assigned. Athletics Director shall also serve as Chief Executive Officer of Kansas Athletics, Inc. (KAI) and will coordinate and consult with the KAI Board of Directors pursuant to

its Articles of Incorporation and Bylaws and comply with the guidance and decisions of the KAI Board of Directors. Athletics Director shall:

- a. Abide by all applicable federal and state laws and the rules, regulations, and policies of KAI, the University, and the Kansas Board of Regents;
- b. Become familiar with and adhere to the ethical standards for officers and employees of the State of Kansas, the Kansas Board of Regents, and the University of Kansas, including submission of required ethics reports;
- c. Not commit a deliberate and serious violation of NCAA or Big XII Conference rules and regulations, or willfully and knowingly permit any other person under his direction to commit a deliberate and serious violation of the rules and regulations of the NCAA or the Big XII Conference;
- d. With respect to NCAA rule enforcement proceedings performed by the NCAA, Athletics, or their agents, Athletics Director 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.
- e. Report promptly and provide complete and accurate information to the Chancellor of his knowledge of any serious violation of NCAA, Big XII Conference, University or KAI rules by a head coach, assistant coach, staff member, student-athlete or other representative of the University's athletic interests; and
- f. Make no financial commitments of the Kansas Athletics or KAI budget beyond those amounts authorized in KAI's annual budget, and, unless specifically authorized in advance by the Board of Directors of KAI and by the Chancellor of the University. Athletics Director shall consult with and inform the Chancellor prior to (1) KAI entering into any employment agreement for a KAI or University employee of longer than one year or (2) entering into any other type of contract on behalf of KAI with a value in excess of \$500,000.

4. Compensation.

Athletics Director's compensation shall be an annual salary of seven-hundred thousand Dollars (\$700,000), paid over bi-weekly pay periods, in accordance with the State Board of Regents and KU payroll and benefits policy. Such salary shall be compensation for all duties performed by Athletics Director. University agrees to re-evaluate compensation amounts on or before the third (3rd) one-year anniversary of the Effective Date.

University may, but shall not be required to, pay Athletics Director an annual bonus in such amount as may be determined by the Chancellor based upon meeting or exceeding performance targets set forth in Athletics Director's annual performance evaluation. Such bonus shall not exceed twenty percent (20%) of the amount of the Employee's annual base salary. The Employee's bonus (if any) for a fiscal year shall be determined and paid within sixty (60) days after the close of the fiscal year for which it has been awarded.

5. Other Compensation and Benefits. Athletics Director shall be provided the following benefits while employed by the University:

a. Employee Benefits. Athletics Director shall participate in the State Board of Regents ("Regents") retirement plan, according to its eligibility criteria, and up to the limits established by current IRS law and implementing regulations. Additionally, Athletics Director shall be entitled to annual leave and sick leave, pursuant to Regents policy. Athletics Director will receive the life insurance coverage provided by the Regents system, and he will be eligible to elect additional coverage, at his expense, subject to the same terms as any other full-time University employee. Athletics Director will be provided the State of Kansas employee health insurance plan, and the opportunity to participate with his family on the same terms as any other full-time University employee.

b. Club Memberships. Athletics Director shall receive membership in one country club, with golfing privileges, and one health club in Lawrence, Kansas. Personal expenses at the clubs shall be Athletics Director's responsibility.

c. Automobiles. Athletics Director shall have the use of one automobile as part of the Wheel Club program administered by KAI. Athletics Director shall be responsible for adhering to all policies and procedures of the Wheel Club program. Any decisions to be made by the Athletic Director under the program that relates to his personal participation shall be referred to and made by the Chancellor.

d. Season Tickets. Athletics Director shall receive four season tickets to men's and women's basketball games in Allen Field House and to home football games in David Booth Kansas Memorial Stadium and women's volleyball matches in the Horejsi Family Volleyball Arena. Two tickets for each sport shall be for business use by Athletics Director in his capacity as Director of Intercollegiate Athletics, and two tickets for each sport shall be considered compensation to Athletics Director.

e. Scholarship Suite in Memorial Stadium. Athletics Director shall have the use for business purposes only, consistent with IRS law and regulations, of a scholarship suite in David Booth Kansas Memorial Stadium during home football games. Such use must include a clearly established business purpose, and in any event at least 50 percent of attendees/occupants of the suite must be present for official business purposes.

f. Event Recognition Paraphernalia. Athletics Director may accept the various event recognition paraphernalia, such as championship rings, watches, and other devices or gifts commonly provided to the University or KAI for purposes of awards to student-athletes and University or KAI athletics officials in connection with ceremonies, championships, tournaments, and bowl games. Such items will be compensation to Athletics Director and shall be reported to and coordinated with the University Chief Financial Officer for tax purposes, consistent with paragraph 9 of this Agreement.

6. House-Hunting Trip and Moving Expenses. The University will pay reasonable expenses for a house-hunting trip for Athletics Director and his spouse and will further pay reasonable moving expenses by which Athletics Director may move his household goods to Lawrence, Kansas, such expenses together not to exceed \$30,000. University and Athletics Director understand that such reimbursement may constitute taxable compensation to Athletics

Director. If so, it shall be Athletics Director's obligation to pay any taxes on such reimbursement and the University shall pay additional compensation to ensure that the reimbursement is tax neutral to him. In order to qualify for reimbursement, the moving company used by Athletics Director shall be selected from list provided by University.

7. **Temporary Housing.** If desired, University shall arrange (without cost to Athletics Director) temporary transition housing in Lawrence, Kansas, for a period of not more than three months from the Effective Date, for Athletics Director and his family while more permanent housing arrangements are established.

8. **Spousal Travel.** The Athletics Director shall be responsible for all costs of travel of his spouse, family members, and friends to any University or KAI events, with the following exceptions for his spouse:

a. Specified Off Campus Games. KAI shall pay reasonable travel expenses for Athletics Director's spouse to attend four off campus football games and four off campus men's basketball games.

b. Post-Season Games. KAI shall pay reasonable travel expenses for Athletics Director's spouse to accompany the Athletics Director to any Big XII championship football or Big XII men's or women's basketball tournament games in which a KU team is playing, and to accompany the Athletics Director to any post-season football and men's or women's basketball games in which a KU team is playing.

c. Big XII Meetings. KAI shall pay reasonable travel expenses for Athletics Director's spouse to attend one meeting per year of Big XII Conference officials for which spouses are invited for official meeting events.

d. Official Travel. Travel by Athletics Director's spouse pursuant to subparagraphs (a), (b) and (c) above will be considered personal travel and taxable to Athletics Director. Any proposed official travel of Athletics Director's spouse will not be considered taxable income and must be approved in advance in writing by the Chancellor and only when an unquestionable official business purpose for travel of the Athletics Director's spouse is established.

9. **Taxes.** The compensation described in paragraphs 4 through 8 above may constitute taxable income and Athletics Director agrees that all compensation and benefits shall be subject to University's usual and customary payroll deductions.

10. **Business Airplane.** The University charter airplane C&B Skies, including general aviation, arranged by the University or KAI (hereinafter collectively "airplanes") shall be used for official business purposes only. Use of airplanes will not be for personal convenience in situations in which commercial air or ground transportation will be sufficient, even if less rapid or convenient. Athletics Director must obtain written approval in advance from the Chancellor or his/her delegate for any use of airplanes. Spousal travel is not authorized on airplanes, except for unquestionable official business purposes as determined and authorized in advance in writing by the Chancellor.

11. **Media And Public Relations.** All media and public relations activities by Athletics Director shall be conducted on behalf of the University and KAI as part of Athletics Director's assigned duties. Any agreements with third parties for such activities shall be between KAI or the University and the third party. Athletics Director agrees that KAI and the University shall have the right to use the name, image, and likeness of Athletics Director in promoting the University and its Athletics Programs, including all video, audio, photographs, interviews, quotes, and phrases and other records of or related to Athletics Director that are created, written produced, obtained, made, given or taken at any time during the term of this Agreement, and that such license shall continue in perpetuity, royalty-free, and worldwide.

12. **Representations & Warranties Regarding Prior Conduct.** Athletics Director hereby represents and warrants that the following statements are true and correct:

- a) In the last fifteen (15) years, Athletics Director has not been accused of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.

- b) In the last fifteen (15) years, Athletics Director has not retaliated or been accused of retaliation against any student, coworker, supervisor, or other person for making a complaint of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.
- c) In the last fifteen (15) years, Athletics Director has not engaged in any form of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.
- d) In the past fifteen (15) years, Athletics Director has not been found guilty or otherwise responsible for sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.
- e) Athletics Director will fully and timely participate in all University training on the subjects of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination and will also require all Kansas Athletics, Inc. employees to do the same.
- f) Athletics Director has not entered into any type of settlement agreement related to allegations of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination against Athletics Director, and Athletics Director has no knowledge that any prior employer of Athletics Director has entered into any type of settlement agreement relating to claims that Athletics Director either engaged in sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination or that Athletics Director did not respond appropriately to allegations of sexual harassment, sexual assault or other forms of sexual misconduct or discrimination made against employees or student-athletes for which Athletics Director had supervisory or other responsibility.
- g) In the past fifteen (15) years, Athletics Director has not engaged in or failed to report to appropriate institutional or regulatory officials conduct by employees or student-

athletes for which Athletics Director had supervisory or other responsibility that involves violations of rules or regulations related to academic integrity.

- h) In the past fifteen (15) years, Athletics Director has not engaged in conduct or failed to report to appropriate institutional or regulatory officials conduct by employees or student-athletes for which Athletics Director had supervisory or other responsibility that would constitute a crime involving moral turpitude, violence, dishonesty or a crime of any type wherein the victim was a student, including a student-athlete.

13. **Outside Activities and Income.** Athletics Director shall not engage, directly or indirectly, in any business that would detract from his obligation to provide his full-time best efforts to the performance of his duties to the University. Any activities that are not part of the position of Athletics Director are independent of this agreement and his University employment, and the University shall have no liability for claims arising therefrom, regardless of whether such activities were approved by the Chancellor. Athletics Director shall provide to the Chancellor of the University by July 1 of each year, a detailed accounting in writing of all athletics-related income and benefits from sources outside the institution. In addition, Athletics Director agrees that approval for all athletically related income and benefits shall be consistent with state ethics laws and the University's, KAI's, and the Board of Regents' policies and the provisions of this Agreement with respect to gifts, outside income, and/or benefits applicable to full-time employees of the University.

14. **Equipment.** Athletics Director shall have access to and use of all equipment and electronic devices ordinarily associated with operation of an athletics department, including but not limited to word processing equipment, computers, cell phones, and other appropriate means of communication. Use of such equipment shall be subject to applicable University and KAI policies.

15. **Performance Objectives.** 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 may be created from the following areas: (a) academic progress

by student-athletes; (b) fiscal management; (c) fundraising; (d) equal opportunity, Title IX compliance, and social justice; (e) increased departmental revenues; (f) competitive athletic accomplishments; (g) academic accomplishments; and (h) NCAA rules compliance. Athletics Director will receive a performance evaluation from the Chancellor at the end of each fiscal year.

16. **Termination For Cause.** This Agreement may be terminated immediately by the University upon a finding of Just Cause by the Chancellor, made reasonably and in good faith, after written notice to Athletics Director of the circumstances alleged to constitute Just Cause and an opportunity for the Athletics Director to be heard through a written response to the Chancellor or to a committee appointed by the Chancellor. An in-person hearing may also be held, but only if the Chancellor determines in his sole discretion that one is appropriate.

- a. "Just Cause" shall be defined as any of the following:
 - i. Gross negligence or willful misconduct by the Athletics Director in connection with his duties and responsibilities;
 - ii. Any material breach of any of the material conditions or obligations of this Agreement, unless such breach is cured by Athletics Director (if capable of being cured) within seven (7) days of written notice from the Chancellor;
 - iii. Insubordination or any refusal to carry out any of the Athletics Director's duties;
 - iv. Seriously offensive and inappropriate behavior of a material nature towards the University, its employees, officers, faculty, students, or supporters;
 - v. Breach of any of the representations and warranties set forth in paragraph 12 herein;
 - vi. Violation of any of the University's policies related to non-discrimination, including but not limited to policies regarding sexual harassment and racial harassment.
 - vii. Failure to respond reasonably, accurately, and fully, in a timely manner, in response to a request for information related to the performance of Athletics Director's duties under the Agreement or Athletics Director's prior employment at any institution of higher learning where such request is made by the

- Chancellor, the NCAA, the Big XII Conference or other governing body having oversight over such prior employment;
- viii. Athletics Director's commission or perpetration of any fraud upon the University or any act constituting an indictable offence under applicable law; and
 - ix. Athletics Director's deliberately and knowingly engaging in conduct that constitutes a serious violation of NCAA or Big XII Conference standards, rules, or regulations.
- b. The University may take other disciplinary action short of termination for Just Cause under this provision but shall have no obligation to use progressive discipline regarding Athletic Director's misconduct. Any University decision to use progressive discipline shall not create any future obligation for the University to use such discipline.
 - c. A determination by the Chancellor that Just Cause exists to terminate the employment of the Athletics Director shall be final and binding upon the parties to this Agreement. There shall be no appeal of any such determination within the University or KAI.
 - d. If Athletics Director is terminated for Just Cause, all obligations of the University hereunder shall immediately cease, and University shall pay to Athletics Director only unpaid salary, bonus award (if any) and vacation pay earned through the date of termination.

17. Termination Due to Death or Disability.

- a. This Agreement will terminate automatically if Athletics Director dies or becomes totally disabled within the meaning of the University's disability insurance for the unclassified professional staff of the University so that he qualifies for salary continuation benefits.
- b. The University may also terminate this agreement in the event of Athletics Director's Permanent Disability. "Permanent Disability" shall mean a mental or physical incapacity that prevents the Athletics Director, in the reasonable judgment of the

Chancellor after an independent medical examination by a physician of the University's choosing and at the University's cost, from performing the essential functions of his duties under this agreement for a period of four (4) consecutive months. Athletics Director shall fully cooperate with any independent medical examination reasonably requested by the Chancellor, including authorizing health providers and others to release to the examining physician all medical records of Athletics Director that relate to the purposes of the examination. Nothing in this paragraph 17 shall constitute an agreement by Athletics Director to waive any rights or protections accorded disabled employees under applicable federal and state law.

- c. Upon termination pursuant to this paragraph 17, all obligations of the University hereunder shall immediately cease, and University shall pay to Athletics Director, or in the event of death or incapacity, to Athletics Director's personal representative or other designated beneficiary, only unpaid salary, bonus award (if any) and vacation pay earned through the date of termination.

18. **Termination Without Cause.** Should the University terminate this Agreement other than by its expiration at the end of the Term or the provisions of paragraphs 16 or 17, the University shall pay Athletics Director the lesser of two (2) year's salary or an amount equal to the remaining salary due for the remainder of the term of this Agreement. Athletics Director agrees to accept the foregoing compensation ("Release Payments") as liquidated damages, and not as a penalty, for University's termination, and understands and agrees that such liquidated damages are in lieu of all other compensation and benefits, including annual and sick leave, otherwise owed to Athletics Director under any and all other provisions of this Agreement and further constitute reasonable compensation for all losses that Athletics Director may incur. Payment of the liquidated damages under this paragraph shall be made on a monthly basis over a twelve-month period, less applicable income tax withholding.

19. **Termination By Athletics Director.** Athletics Director hereby represents and warrants that he has special and unique knowledge, skill, and ability as a director of intercollegiate

athletics. Athletics Director acknowledges and agrees that the University and KAI commit substantial financial resources to the success of Kansas Athletics, and that if Athletics Director terminates this Agreement, the University will suffer damages the amount, nature, and extent of which is difficult to determine and cannot be estimated with certainty, including but not be limited to additional expenses to search for and employ another Athletics Director, salary or other compensation to hire another Athletics Director, tangible and intangible detriment to the University, and the support of its fans and donors. Accordingly, the parties covenant and agree that, in the event Athletics Director terminates this Agreement and accepts other employment at a college or university or with a sports-related organization before June 30, 2024, Athletics Director shall pay or cause to be paid, liquidated damages to the University in the amount of one-year salary (\$700,000). The parties agree that the amount of liquidated damages payable to the University hereunder is fair and reasonable. This payment required by the paragraph shall be made no later than 60 days following the date of termination by Athletics Director. Athletics Director further agrees to neither he nor any individual or organization acting on his behalf shall discuss, seek, or apply for other employment without first providing prior written notice to the Chancellor.

20. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, and any action related to this Agreement shall only be filed in the District Court of Douglas County, Kansas. If any provision of this Agreement shall be held to be illegal, void or unenforceable by a court of competent jurisdiction, such provision shall be of no force and effect. However, the illegality or unenforceability of any such provision shall have no effect upon, and shall not impair the enforceability of any other provision of this Agreement. 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 hereof. The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

21. Entire Agreement; Amendment. This Agreement represents the complete understanding of the parties and supersedes all previous written, email, and oral communications or understandings the parties may have had on the subject matter of this Agreement. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by all the parties.

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

THE UNIVERSITY OF KANSAS

ATHLETICS DIRECTOR

By: 
Douglas A. Girod, M.D., Chancellor

By: _____
Travis Goff, Athletics Director

Date: April 5, 2021

Date: _____

By: 
Brian A. White, General Counsel

By: 
Bennett Speyer, Attorney for Travis Goff

Date: April 5, 2021

Date: April 5, 2021

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

THE UNIVERSITY OF KANSAS

ATHLETICS DIRECTOR

By: _____

Douglas A. Girod, M.D., Chancellor

By: _____

Travis Goff, Athletics Director

Date: _____

Date: 4/5/21

By: _____

Brian A. White, General Counsel

By: _____

Bennett Speyer, Attorney for Travis Goff

Date: _____

Date: _____