

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is between Kansas Athletics, Inc. (“Athletics”), and Terrence Samuel.

WHEREAS, Athletics 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, Terrence Samuel wishes to serve, and Athletics desires that he should serve, as Assistant Coach—Wide Receivers for KU’s intercollegiate football program.

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

1. Employment

Athletics hereby employs Terrence Samuel (“Assistant Coach”) to perform all duties and responsibilities attendant to the position of Assistant Coach of KU’s intercollegiate football team as may be required of him.

2. Definition of Contract Years

Contract Year One (“Year One”): Period from December 6, 2021 through February 28, 2023;

Contract Year Two (“Year Two”): Period from March 1, 2023 through February 28, 2024.

Optional Contract Year Three (“Year Three”): Period from March 1, 2024 through February 28, 2025

3. Term of Agreement

Year One and Year Two shall be guaranteed contract years to be paid by Athletics to Assistant Coach consistent with the terms of this Agreement. The guaranteed term of employment shall begin December 6, 2021, and end February 28, 2024 unless Athletics extends or earlier terminates Assistant Coach, each at Athletics’ sole and exclusive option, pursuant to the Agreement terms below.

Athletics’ option to exercise the optional year of this Agreement (optional year is Contract Year Three) is within the sole discretion of Athletics. Athletics must exercise its option to retain Assistant Coach for Year Three by giving written notice to Assistant Coach on or before December 23, 2023.

4. Performance

Assistant Coach agrees to serve for the entire 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 required by Athletics’ Head Football Coach (the “Head Coach”) and/or Director of Intercollegiate Athletics (the “Director of Athletics”). During the term of this Agreement, Assistant Coach shall report to and be under the immediate supervision of Head Coach, who reports to the Director of Athletics or their designee. Without limiting the generality of this Section 4, Assistant Coach’s duties and responsibilities as the Assistant 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 or any applicable successor governing body (NCAA), the Big 12 Conference or any successor conference (both referred to herein as the "Big 12"), and KU. At all times Assistant Coach shall exercise due care that all personnel and student-athletes under his supervision or subject to Assistant 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. Assistant 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. Assistant 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 (<http://www.ncaapublications.com/productdownloads/D121.pdf>), the Big 12 Conference (<https://static.big12sports.com/custompages/pdfs/handbook/conferencehandbook.pdf>), and any future amendments, and such rules and regulations concerning intercollegiate athletics, athletics personnel, and student-athletes as may from time to time be promulgated by KU or Athletics, and any future amendments including, but not limited to the following:
1. Assistant Coach shall observe and respect the principles of institutional control, as defined by the NCAA, in every aspect of the football program;
 2. In the event that Assistant 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 director of the Athletics' Compliance Department; and
 3. With respect to NCAA rule enforcement proceedings performed by the NCAA, Athletics, or their agents, Assistant 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, Athletics' Policies and Procedures Manual, Athletics policies and procedures, and KU policies and procedures, as may be amended from time to time; and
- F. Assistant Coach hereby acknowledges that a complete copy of both KU's policies for Faculty and Other Unclassified Staff and a complete copy of Athletics' Policies and Procedures Manual are available at:

https://policy.ku.edu/sites/policy.ku.edu/files/FacultyandUnclassifiedStaffHandbook_20170119_0.pdf and 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 Athletics' compliance.

1. In case of a conflict between KU's policies for Faculty and Other Unclassified Staff and Athletics' Policies and Procedures Manual, the terms of Athletics' Policies and Procedures Manual shall control. Assistant Coach acknowledges and agrees that he has received information regarding access to Athletics' Policies and Procedures Manual and is be governed by its terms and bound by them; and
 2. KU's policies for Faculty and Other Unclassified Staff and Athletics' 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. Subject to the direction of Head Coach and/or Director of Athletics, maintain and enforce 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 Athletics nationally. Assistant Coach will provide inspirational leadership to players and staff and foster a trust that allows them to approach Assistant Coach in ways that build strong, professional relationships. Assistant Coach will also invest the personal commitment, passion, and energy into Kansas athletics teams, including but not limited to attending sporting events, developing positive 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 Athletics and KU and its other affiliates, at all levels; and
- J. Assistant Coach shall not, without approval of Director of Athletics, which will not be unreasonably withheld, 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 Terrence Samuel in his capacity as Assistant Coach, Athletics shall pay him a base salary as follows:

Year One: \$300,000 annual salary payable in equal monthly installments on the last day of each month with the last payment being February 28, 2023, said payments beginning December 6, 2021. For clarification purposes, the \$300,000 annual salary is based on a twelve month period running from March 1, 2022 to February 28, 2023. Assistant Coach shall be paid a pro rated amount based on a \$300,000 annual salary from December 6, 2021 to February 28, 2022;

Year Two: \$310,000 annual salary 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.

Optional Year Three: If Athletics exercises the optional Year Three in its sole discretion, \$320,000 annual salary 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.

6. Incentive Payments

The following incentive payments shall be paid to Assistant Coach in the event the KU football team achieves, and Assistant Coach attends and coaches in, any of the bowl games specified below. If Assistant Coach leaves and/or does not fully participate in the bowl game or Big 12 Conference Championship Game, he is not eligible for the incentive payment. Where eligible, Assistant 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:	7.5% of Base Salary; or
Selected for a non-College Football Playoff New Year's 6 Bowl Game:	15% of Base Salary; or
Selected for the College Football Playoff:	20% of Base Salary; or
Win the National Championship:	25% of Base Salary.

In addition to the highest percentage earned above, there is an incentive payment of 5% of base salary payments for making and coaching in the Big 12 Conference Championship Game.

- A. Such incentive payments are bonuses and do not alter Assistant Coach's base salary payment amounts.
- B. The parties agree to reopen only the incentive payments related to the College Football Playoff ("CFP") should the CFP format change during the term of this Agreement.
- C. Both parties understand, agree, and affirm that the percentages set forth in this Section 6 are not cumulative, except for making the Big 12 Conference Championship Game. For example, if the

KU football team and Assistant Coach go to a New Year's 6 Bowl Game, Assistant Coach would be eligible to receive a 15% bonus (Assistant Coach would not be eligible to receive a 22.5% bonus for being selected for a bowl game (7.5%) plus that selection being a non-CFP New Year's 6 Bowl Game (15%)). If the team and Assistant Coach go to the Big 12 Conference Championship Game and is selected for the CFP, he is eligible for a bonus of 25% (20% for the selection to the CFP plus 5% for playing in the Big 12 Conference Championship Game).

- D. In the event this Agreement is terminated for cause, Assistant Coach shall repay to Athletics all Incentive Payments received for any achievement by Assistant 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/ Athletics rules violations committed directly by Assistant Coach as determined by Athletics, KU, or the NCAA. Assistant 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, Assistant 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. Assistant 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 Athletics' 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 Athletics' Policies and Procedures Manual. Assistant Coach agrees that any outside activities shall not conflict with or be inconsistent with his responsibilities under this Agreement. Assistant 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 Assistant 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 Athletics Trademark and Licensing. Nothing in this Agreement shall constitute permission or license for Assistant 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, Athletics, the Big 12 Conference, or the NCAA determines that Assistant 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 Assistant Coach failed to promptly report a violation or provide complete and accurate information to the Director of Athletics and the Athletics Compliance Department, in addition to any remedies provided by this Agreement or at law, Assistant 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 Athletics' right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

- B. Assistant Coach further agrees that if he is found by KU, Athletics, 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, Assistant Coach may be suspended without pay for a period of time and/or the employment of Assistant Coach may be terminated for cause, as set forth in Section 13 below. Additionally, if Assistant 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. Assistant Coach further agrees that he shall report promptly to the Director of Athletics and to the Athletics Compliance Department any violations known to Assistant Coach of governing athletic rules, including NCAA and/or Big 12 rules, or Athletics or KU rules, regulations or policies. If Assistant 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 Assistant Coach.
- D. With respect to NCAA rule enforcement proceedings performed by the NCAA, Athletics, or their agents, Assistant 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. Assistant 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. Assistant Coach agrees to indemnify KU, Athletics, and the Kansas Board of Regents for all costs and expenses, including attorneys' fees, incurred by KU, the Kansas Board of Regents, and/or Athletics 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 Assistant Coach directly. Said payments by Assistant Coach shall not exceed 20% of his total annual compensation.

9. Apparel and Media Rights/Contracts

- A. Assistant Coach acknowledges that any apparel provided to or purchased by KU or Athletics by a manufacturer is subject to NCAA rules and regulations, as well as Athletics' property inventory procedures. All equipment must be sent directly to Athletics' Athletic Equipment Manager and shall be owned by Athletics. Any personal equipment or apparel that is provided to or purchased by Assistant Coach from an apparel dealer must be delivered to his home address, and cannot be received by KU or Athletics.
- B. Assistant 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 Athletics 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 Athletics 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. Assistant Coach acknowledges that Athletics 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 Athletics for use by the football team and staff. Assistant Coach agrees he shall not negotiate a separate contract with any footwear, apparel, equipment, or beverage manufacturer while serving as Assistant 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 Athletics agreements with such apparel, footwear, equipment, merchandise, or beverage agreements that currently exist or that KU or Athletics may negotiate in the future. Further, Assistant Coach agrees to comply with any requirements of Athletics and KU agreements with third-parties.
- D. Assistant Coach further acknowledges that Athletics 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, Athletics 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. Athletics 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 Assistant 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 Athletics to withhold approval, and Assistant 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 Athletics reasonably determines that such participation may likely discredit or bring undue criticism to Athletics or KU or to infringe upon any contractual obligations of Athletics or, as determined by Athletics in its sole but reasonable discretion, are otherwise not in the best interests of Athletics or KU or which violate KU policy or local, state, or federal law. Assistant 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 Assistant 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 Athletics or KU for any reason. Such permission shall automatically expire upon Assistant Coach's resignation or termination from employment.

- E. Assistant Coach agrees to, and hereby does, assign to Athletics and KU, or its then current rights holder of one or more of the Programs all right, title and interest in Assistant Coach's names, nicknames, initials, signatures, facsimile signature, autograph, likeness, images, pictures, resemblance, quotes, phrases, interviews, and coaching records, philosophies and methods of or attributable Assistant 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. Assistant Coach further agrees to, and hereby does, assign to Athletics and KU the Property associated with all previously broadcast, record or stored Programs. Nothing contained herein shall limit Assistant 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 Assistant Coach continues his employment with the KU intercollegiate football program, Athletics agrees to provide, or pay, as the case may be, and only as elected by Assistant Coach, the following additional benefits:

- A. For the duration of his employment, Assistant 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 Athletics' policies. In the event no courtesy car is available for Assistant Coach, he shall receive a car stipend of \$600 per month.
- 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 Athletics and KU. For the reasons set forth in this Paragraph, Assistant 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. Assistant Coach agrees that unused annual leave is not paid out at the time the contract ends or is terminated by either party. Assistant Coach will have all other leave benefits normally provided to Athletics' employees.
- C. Provided such events are pre-approved by the sports supervisor, Athletics shall pay all reasonable travel and entertainment expenses not reimbursed by another source whenever Assistant 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 Assistant Coach represents KU and/or Athletics.

- D. Assistant 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 Athletics with the exception of annual or vacation leave.
- E. Assistant Coach shall receive reimbursement for ordinary, necessary, and verifiable expenses related to one house-hunting trip and moving one residence to the Lawrence, Kansas area, up to a maximum of \$25,000. Athletics will not pay for the transportation of personal vehicles as part of moving expenses.
- F. Assistant Coach shall be entitled to temporary housing, if needed, for up to sixty (60) days while he obtains permanent housing in the Lawrence, Kansas area.
- G. Assistant Coach and Athletics agree that all tickets referenced within this Agreement are subject to Athletics' protocols and oversight, consistent with Athletics' ticket policies, which may be amended from time to time, and approval by the Athletics' Compliance Department. Subject to those ticketing policies and approvals, Athletics shall make available to Assistant Coach up to six (6) tickets for home football games upon his request at no cost to Assistant Coach for allocation at his discretion consistent with Athletics ticket policies and approval by the Athletics' Compliance Department. In addition, Athletics shall make available to Assistant Coach up to six (6) tickets for allocation at his discretion to all away football games and up to six (6) tickets to bowl games for allocation at his discretion consistent with Athletics' ticket policies and approval by the Athletics' Compliance Department. Assistant Coach shall be entitled to receive four (4) tickets for all home men's basketball games for allocation at his discretion consistent with Athletics' ticket policies and approval by the Athletics' Compliance Department. Any other tickets requested by Assistant Coach shall be paid for directly by Assistant Coach and shall be his personal expense.
- H. For the duration of his employment as Assistant Coach, Assistant Coach shall be provided a membership at a Lawrence country club. Athletics 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.
- I. Athletics agrees to pay the current employment contract buyout of Forty-Five Thousand Dollars and no Cents (\$45,000.00) to Syracuse University on behalf of Assistant Coach. If Assistant Coach is terminated for cause by Athletics through February 28, 2024, Assistant Coach will reimburse Athletics for the \$45,000.00 buyout payment.

11. Taxability of Benefits

Assistant Coach acknowledges and agrees that some benefits described in Section 10 above may constitute taxable income, and Assistant Coach agrees he is responsible for payment of all appropriate taxes on such income. Assistant Coach also understands and agrees that Athletics 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 Athletics and not otherwise listed herein.

12. Termination Without Cause

- A. Athletics shall have the right to terminate this Agreement without cause at any time upon written notice to Assistant Coach. In the event Athletics terminates this Agreement without cause, Athletics, in addition to all monetary amounts due and owing under this Agreement up to the date of termination, shall be liable to Assistant Coach for 60% 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 Athletics or KU to Assistant Coach.
- B. The Liquidated Damages above shall be paid to Assistant Coach in monthly payments for a term of twelve (12) months or the unexpired term of the Agreement, whichever is longer. However, if the remaining amount of time on the unexpired term is under twelve (12) months, the Liquidated Damages will be paid out in monthly payments for a term of twelve (12) months or the unexpired term of the Agreement, whichever is shorter.
- C. The parties agree that such Liquidated Damages are in lieu of all other compensation and benefits otherwise owed to Assistant Coach under any and all other provisions of this Agreement; and further such Liquidated Damages constitute reasonable compensation for losses that Assistant Coach will incur and are not a penalty. Athletics shall not be liable to Assistant 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 Athletics’ termination of Assistant Coach’s employment under this Agreement.
- D. The Parties covenant and agree that the Liquidated Damages paid to Assistant Coach shall be offset and reduced on a monthly basis twelve (12) months or the unexpired term of the Agreement, whichever is longer, by the gross compensation earned by Assistant Coach personally or through business entities owned or controlled by Assistant 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.

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 Assistant Coach, including by a business entity owned by or controlled by Assistant Coach, consulting fees, honoraria, fees received by Assistant Coach as an independent contractor, or other income of any kind whatsoever that are similar in nature to the benefits set forth in Section 10. Assistant 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 Athletics. In any event, upon written request by Athletics, Assistant Coach will be required to produce evidence of all gross compensation, including applicable federal and state tax returns, for review by Athletics within five (5) business days to enable Athletics to monitor its existing obligation under this Section.

13. Termination for Cause

- A. Athletics may, for cause, terminate Assistant Coach’s employment at any time upon written notice to Assistant Coach.

- B. If such termination is for cause, Athletics shall be obligated to pay Assistant Coach all amounts owing up to the date of termination only. All obligations of Athletics 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. Athletics shall not be liable to Assistant 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 Athletics' termination for cause of Assistant Coach's employment under this Agreement. Assistant Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Assistant 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 Assistant 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 Assistant Coach, other than minor traffic infractions; or
 3. discreditable conduct that is inconsistent with the professional standards expected of an Assistant Coach of a collegiate sports team or that is seriously prejudicial to the best interests of KU or Athletics; or engaging in excessive abusive or demeaning 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
 4. violations by Assistant Coach of NCAA and/or Big 12 rules and regulations in current form and as may be amended; or
 5. failure by Assistant Coach to report promptly to the Director of Athletics any violations known to Assistant Coach of governing athletic rules, including NCAA and/or Big 12 rules, or Athletics or KU rules, regulations or policies by Assistant Coach, fellow assistant coaches, student-athletes, or other persons under the direct control or supervision of Assistant Coach; or
 6. 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
 7. Gross negligence or willful misconduct by Assistant Coach in connection with his duties and responsibilities as Assistant Coach; or
 8. any material breach or non-observance of any of the material conditions or material obligations of Assistant Coach's employment agreement; or

9. any refusal to carry out any of Assistant Coach's duties, any insubordination, unprofessional or insulting behavior of a material nature toward Athletics, its employees, officers, students, or supporters, or KU, its employees, officer, students, faculty or supporters; or
 10. Violation of Athletics' and/or KU's policies on discrimination, harassment, or retaliation; or
 11. commission of or participation in by Assistant Coach of any act, situation, or occurrence, or any conduct, which in Athletics' or KU's judgment brings Assistant Coach and/or KU into public disrepute, embarrassment, contempt, or ridicule or any public comments that disparage KU or Athletics, its personnel, programs, policies and/or departments, or that cause damage to Athletics and/or KU's reputation; or
 12. Failure by Assistant Coach to engage in and assure that every person under Assistant 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, Athletics shall provide written notice to Assistant Coach that shall specify the grounds for termination and provide Assistant Coach with an opportunity (not less than five (5) calendar days) to respond to any allegations against him.
- E. Athletics shall have the right to take disciplinary or corrective action, short of termination for cause, against Assistant Coach for violation of any provision of this Agreement or for any reason which would allow termination for cause or suspension under this Section. Athletics is under no obligation to use progressive discipline. Should Athletics choose, at its option, to use progressive discipline for misconduct, the use of progressive discipline shall not create any future obligation for Athletics to use progressive discipline for future misconduct.

14. Representations and Warranties Regarding Prior Conduct

- A. Assistant Coach hereby represents and warrants that the following statements are true and correct:
1. In the last fifteen (15) years, Assistant Coach has not been accused of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.
 2. In the last fifteen (15) years, Assistant Coach 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.
 3. In the last fifteen (15) years, Assistant Coach has not engaged in any form of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.

4. In the past fifteen (15) years, Assistant Coach has not been found guilty or otherwise responsible for sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.
5. Assistant Coach will fully and timely participate in all University required training on the subjects of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.
6. Assistant Coach 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 Assistant Coach, and Assistant Coach has no knowledge that any prior employer of Assistant Coach has entered into any type of settlement agreement relating to claims that Assistant Coach either engaged in sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination or that Assistant Coach 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 Assistant Coach had supervisory or other responsibility.
7. In the past fifteen (15) years, Assistant Coach has not engaged in or failed to report to appropriate institutional or regulatory officials conduct by employees or student-athletes for which Assistant Coach had supervisory or other responsibility that involves violations of rules or regulations related to academic integrity.
8. In the past fifteen (15) years, Assistant Coach has not engaged in conduct or failed to report to appropriate institutional or regulatory officials conduct by employees or student-athletes for which Assistant Coach 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.

- B. Assistant Coach agrees that if the statements made above are false, Athletics, in its sole discretion, may terminate this Agreement upon written notice to Assistant Coach pursuant to Section 13, unless the circumstances of such conduct have been disclosed to Athletics and the University and Athletics has retained Assistant Coach's services after full disclosure of the prior conduct.

15. Termination for Disability or Death

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

16. Termination by Assistant Coach

- A. Assistant 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 Assistant Coach's services unique.

- B. Assistant Coach recognizes that his promise to work for Athletics for the entire term of this Agreement is an essential consideration in Athletics' decision to employ him as Assistant Coach in the football program. Assistant Coach also recognizes that Athletics 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.
- C. Assistant Coach acknowledges, agrees, and affirms that the loss of his services by the KU football program, without Athletics' approval and release, prior to the expiration of the term of this Agreement, would cause an inherent loss to Athletics. Therefore, Assistant 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 Athletics, he shall pay a release payment to Athletics of 50% of the remaining amounts due to him under the term of this Agreement, which he agrees is a fair and reasonable compensation for losses that Athletics will incur and is not a penalty.

Without exception, Assistant Coach understands, agrees, and affirms that the release payments due from Assistant Coach to Athletics should he terminate his employment with Athletics, as defined by Athletics and described above, shall be made to Athletics within forty-five (45) days of terminating his employment.

- D. Further, in the event Assistant Coach should terminate his employment, for whatever reason, Athletics shall be obligated in that event to pay Assistant Coach only amounts owed to Assistant Coach under this Agreement up to the date of termination. Assistant 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. Assistant 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 Assistant 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 Athletics. Such notice to the Director of Athletics or their designee must be provided within twelve (12) hours of receipt by Assistant Coach or his agent, whichever is first.
- F. In the event that Assistant Coach gives notice in accordance with Section E and accepts a Head Coach position or a coordinator position with play-calling duties, Assistant Coach will not owe any release payment as described above Section 16.C.

17. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, excluding Kansas' 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 Assistant 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 Athletics as a

controlled affiliate of a state agency and need not be reserved, but Athletics here reiterates that nothing in or related to this provision shall be deemed a waiver of the Eleventh Amendment.

18. 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 Assistant Coach by Athletics or KU or developed by Assistant Coach on behalf of or at the expense of Athletics or KU or otherwise in connection with Assistant Coach's employment are and shall remain the sole and confidential property of Athletics. Notwithstanding the foregoing, Athletics at its sole discretion will permit Assistant 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 Assistant Coach to do so. Except as set forth herein, within ten (10) days of the expiration or termination of this Agreement, Assistant Coach shall cause any such materials in his possession or control to be delivered to Athletics. At the same time Assistant Coach shall return to Athletics all credit cards or keys or other equipment (computers, tablets, key pass cards, phones etc.) issued to him by Athletics.

19. 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.

20. 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.

21. Reassignment

Athletics retains the right to assign Assistant 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 Assistant Coach's education and experience, at the sole discretion of the Director of Athletics or their designee. Failure by Assistant Coach to accept such reassignment shall relieve Athletics of all obligations within the Agreement.

22. 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.

23. 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 Athletics:

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

If to Assistant Coach:

Terrence Samuel



24. Entire Agreement

This Agreement embodies the complete agreement concerning the employment of Assistant Coach by Athletics and shall, upon the effective date, supersede any other oral and written agreements between the parties regarding Assistant 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 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.

25. Effectiveness of Agreement

This Agreement shall not be binding upon Athletics unless Assistant Coach successfully completes a background and compliance checks and until this Agreement is signed by the Director of Athletics and the Chancellor of the University of Kansas.

{Signature Page to Follow}

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

KANSAS ATHLETICS, INCORPORATED

By: [REDACTED]
C. Goff
Title: Director of Athletics

12-10-21
Date

ASSISTANT COACH

By: [REDACTED]
Terrence Samuel
Title: Assistant Coach

Dec 10, 2021
Date

Approved By:

THE UNIVERSITY OF KANSAS

By: [REDACTED]
Douglas A. Girod, M.D.
Title: Chancellor

12/10/21
Date

HEAD COACH:

By: [REDACTED]
Lance E. Spivey
Title: Head Football Coach

Dec 10 2021
Date

Reviewed by:

By: [REDACTED]
Dennis Cordell
Title: Agent for Terrence Samuel

12/10/2021
Date