

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is effective as of the date of last signature ("Effective Date") by and between Kansas Athletics, Inc. ("Athletics"), Bill Self ("Head Coach"), and BCLT, II, LLC, operating as a Kansas Limited Liability Company, domesticated in the State of Kansas ("BCLT") and supersedes all other agreements between the parties, including but not limited to the prior Employment Agreement effective April 1, 2012, the Retention Agreement effective April 1, 2012, the Amendment Retention Agreement effective April 1, 2012, and the Professional Services Agreement effective April 1, 2012, along with any amendments thereto.

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, Head Coach wishes to serve, and Athletics desires that Head Coach should serve, as head coach for the KU intercollegiate men's basketball program; and

WHEREAS, Athletics and BCLT wish to arrange for compensation of professional services, as arraigned by BCLT, for Head Coach to perform as part of his employment as head coach of the KU intercollegiate men's basketball program; and

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

1. Employment

Athletics hereby employs Head Coach to perform all duties and responsibilities attendant to the position of head men's basketball coach of the KU's intercollegiate men's basketball program as may be required of him.

2. Term of Agreement

This Agreement shall be a life-time agreement consisting of a five (5) year rolling term. An additional year of employment shall be added annually on the anniversary of the Agreement's Effective Date until this Agreement is terminated in accordance with the provisions below or until Head Coach retires from his position as head coach of KU's intercollegiate men's basketball program.

3. Performance

Head 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 Head Coach. During the term of this Agreement, Head Coach shall report to and be under the immediate supervision of KU's Director of Intercollegiate Athletics (the "Director of Athletics"), or his or her designee, and shall confer with the Director of Athletics, or his or her designee, on



matters concerning administrative and technical decisions. Head Coach shall not directly report to more than one person at any given time. Athletics shall notify Head Coach in writing in the event that he is to report to a designee of the Director of Athletics. Without limiting the generality of this Section 3, Head Coach's duties and responsibilities as the Head Coach shall include, but not be limited to, the following:

- A. Coaching, supervising, evaluating, administering, training, and recruiting student-athletes in the intercollegiate men's basketball program in a manner as to allow it to effectively compete in the Big 12 Conference or any successor conference (both referred to as the "Big 12") and National Collegiate Athletics Association or any applicable successor governing body ("NCAA"); and
- B. Responsibility for directing and monitoring compliance of the intercollegiate men's basketball program with all applicable governing policies, constitutions, bylaws, rules, and regulations of Athletics, KU, the Big 12 Conference, and the NCAA; and
- C. 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 NCAA, the Big 12 Conference, and KU. At all times Head Coach shall exercise due care that all personnel and student-athletes under his supervision, or subject to Head Coach's control or authority, comport themselves in a similar manner; and
- D. Compliance with the academic standards and requirements of KU with respect to the recruiting and eligibility of prospective and current student-athletes for the intercollegiate men's basketball program. Head 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 intercollegiate men's basketball program. Head 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
- E. 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 Athletics, including, but not limited to the following:
 - i. Head Coach shall observe and respect the principles of institutional control in every aspect of the intercollegiate men's basketball program;



- ii. In the event that Head 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 Athletics' Compliance Department; and
 - iii. With respect to NCAA rule enforcement proceedings performed by the NCAA, Athletics, or their agents, Head 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.
- F. 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
- G. Head 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://documents.ku.edu/policies/provost/FacultyandUnclassifiedStaffHandbook.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.
 - i. 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. Head Coach acknowledges and agrees that he has received information regarding access to Athletics' Policies and Procedures Manual and he is governed by its terms and bound by them; and
 - ii. KU's policies for Faculty and Other Unclassified Staff and Athletics' Policies and Procedures Manual, and any future amendment, are hereby incorporated by this reference and made part of this Agreement as if they were fully set forth herein.



- H. Maintaining and enforcing conduct (both on and off the court) and disciplinary rules and sanctions fairly and uniformly for all student-athletes in the intercollegiate men's basketball program so as to ensure academic and moral integrity, together with NCAA compliance; and
- I. Uniting the men's basketball department by 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. Head Coach will provide inspirational leadership to players and staff and foster a trust that allows them to approach Head Coach in ways that build strong, professional relationships. Head 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 reasonably available to all constituents for counsel; and
- J. 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
- K. Head 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.

4. Base Salary

For all services to be performed by Head Coach in his capacity as head coach of the intercollegiate men's basketball program, Athletics shall pay Head Coach a salary of two-hundred and twenty-five thousand dollars (\$225,000) per annum, payable in twelve (12) equal monthly installments on the last day of each month during the term of this Agreement. Head Coach's salary may be increased from time-to-time upon Athletics' review and any such adjustment shall be effective upon the next payment date.

5. Professional Services Payment

- A. Athletics shall pay to BCLT for causing Head Coach to provide professional services an income of not less than two-million seven-hundred and fifty thousand dollars (\$2,750,000) per annum, said payments beginning on the Effective Date. Duties under this section may include, but are not limited to, educational, public relations, and promotional duties ("Multimedia Activities") as assigned and reasonably requested by the Director of Athletics. The parties agree to allocate the annual sum of \$1,400,000 for professional services related to educational, public relations, and promotional duties through the remaining term of the Agreement. The remaining annual amount of \$1,350,000 is allocated as a royalty payment for the license for the use of Head Coach's name, image, and likeness.
- B. The payments to BCLT as described in this section are contingent upon Head Coach's participation and cooperation performing said Multimedia Activates. BCLT agrees

that Athletics has the exclusive right to any and all of Head Coach's services describe in Section 5(A) (the "Services") and that Head Coach's Services, and any performance(s) similar to the Services, shall not be performed for any other person, corporation, entity, or third-party during the term of this Agreement without the express written consent and reasonable discretion of the Director of Athletics.

- C. BCLT may not assign or transfer any rights, duties, interest, or claims under this Agreement except as expressly authorized in writing by Athletics.
- D. BCLT, as owner of the rights to the name, image and likeness of Head Coach, hereby grants to Athletics and the University during the term of this Agreement a perpetual non-transferable license of the names, nicknames, initials, signatures, facsimile signature, autograph, likeness, images, pictures, resemblance, quotes, phrases, interviews, and coaching records, philosophies and methods of or attributable to Head Coach, and all derivations thereof, for any current and future uses for promoting and developing the University, Athletics, or the KU's intercollegiate basketball program (the "Property").
- E. BCLT shall comply with all laws, statutes, regulations, ruling, rules or enactments that are applicable to the Services.
- F. BCLT acknowledges that the Services shall be subject to any and all laws, rules, rulings, regulations and enactments governing Athletics and KU, including, without limitation, those of the Big 12 and the NCAA. BCLT agrees that it, nor any of its employees, agents, or subcontractors will take any actions that could subject Athletics or KU to a Big 12 or NCAA violation.
- G. BCLT shall indemnify and hold Athletics, KU, and the Kansas Board of Regents, including each's trustees, officers, employees and agents, and each of them, harmless from and against any and all claims arising out of the work performed under this Agreement by BCLT and any and all of BCLT's employees, agents or subcontractors provided, however, that Athletics, subject to the terms, conditions, and limitations of the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, shall be responsible for all claims which are proximately caused by the negligent conduct of any trustees, officers, employees or agents of Athletics other than those associated with BCLT.
- H. BCLT is an independent contractor and in providing the Services shall not be deemed an agent of Athletics or KU. All persons performing services for BCLT in connection with this Agreement shall be a BCLT employee, agents, or subcontractor.



6. Incentive Payments

- A. The following incentive payments shall be paid to Head Coach in the event the intercollegiate men's basketball program achieves the accomplishments specified below. If Head Coach's employment under this agreement terminates before such accomplishments are earned/awarded, he is not eligible for the applicable incentive payment. The incentives are as follows:

Big 12 Regular Season Champion:	\$50,000
Big 12 Tournament Champion:	\$25,000
Associated Press Coach of the Year:	\$100,000
NCAA Post-Season Tournament Appearance:	\$50,000
NCAA Sweet 16 Appearance:	\$100,000
NCAA Final Four Appearance:	\$150,000
NCAA National Champions:	\$200,000

Such incentive payments are bonuses and do not alter Head Coach's base salary or professional services payment amounts. It is the parties' intent that the amounts listed above shall be paid out accumulatively. For example: should Head Coach reach the NCAA Final Four and be named the Associated Press Coach of the Year, he shall receive \$400,000 (\$100,000 for Associated Press Coach of the Year, plus \$50,000 for NCAA appearance, plus \$100,000 for Sweet Sixteen appearance, plus \$150,000 for the NCAA Final Four appearance). Should the men's basketball team win the NCAA National Championship and he be named Associated Press Coach of the Year, Head Coach shall receive \$600,000 (\$100,000 for Associated Press Coach of the Year, plus \$50,000 for NCAA appearance, plus \$100,000 for Sweet Sixteen appearance, plus \$150,000 for the NCAA Final Four appearance, plus \$200,000.00 for the NCAA National Championship).

- B. In the event this Agreement is terminated for cause, Head Coach shall repay to Athletics all Incentive Payments received for any achievement by Head Coach under this Section 6 if such achievement is subsequently vacated by the NCAA, in whole or in part, because of NCAA, Big 12, or KU/Athletics rules violations committed directly by Head Coach as determined by Athletics, KU, or the NCAA. Head Coach's repayment under this section shall be due no later than six (6) months from the NCAA notice of vacated achievement, whichever comes first.
- C. **Annual Retention Bonus:** On the one-year anniversary of the Agreement's Effective Date and annually thereafter, Athletics shall pay Head Coach an annual retention bonus of two-million four-hundred and thirty-five thousand dollars (\$2,435,000), provided



that the Coach has served continuously as the Head Coach of the intercollegiate men's basketball program during the twelve (12) months immediately preceding the retention payment date. Such annual retention bonus will vest on each anniversary of the Agreement's Effective Date following the conclusion of the preceding contract year and will be paid to Head Coach in equal payments over the following twelve (12) months.

- D. Head Coach agrees that in light of the economic challenges created by Covid-19, the payment of seven million two-hundred thousand dollars (\$7,200,000.00) already earned from the prior Retention Payment Agreement shall be delayed with such payment being due and payable in monthly installments of one-hundred thousand dollars (\$100,000) over a seven-year period beginning on April 30, 2021. Such payment shall be deemed vested on the Effective Date of this Agreement and will not be forfeited in the event of termination by either party for any reason, or death or disability of Head Coach.

7. Outside Income

- A. In accordance with NCAA rules, Head Coach agrees that by September 1 of each year he shall provide the KU Chancellor with 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. Head 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/or the Chancellor, and comply with NCAA and Big 12 bylaws, rules, and regulations, and in compliance with Athletics' Policies and Procedures Manual. Head Coach agrees that any outside activities shall not conflict with or be inconsistent with his responsibilities under this Agreement. Head Coach further agrees that he shall not create a private foundation without the prior approval of the Director of Athletics and the Chancellor.
- C. Nothing in this Agreement shall constitute permission or license of Head 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 Head Coach to change or modify any existing trademarks or to create new trademarks for KU or its intercollegiate men's basketball 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 Head 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 Head 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, Head 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. Head 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, Head Coach may be suspended without pay for a period of time and/or the employment of Head Coach may be terminated for cause, as set forth in Section 13 below. Additionally, if Head 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. Head Coach further agrees that he shall report promptly to the Director of Athletics and to the Athletics Compliance Department any violations known to Head Coach of governing athletic rules, including NCAA and/or Big 12 rules, or Athletics or KU rules, regulations or policies. If Head 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 Head Coach.
- D. With respect to NCAA rule enforcement proceedings performed by the NCAA, Athletics, or their agents, Head 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. Head 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. With the exception of matters contemplated in Section 8.F herein, Head Coach agrees to indemnify KU, Athletics, and the Kansas Board of Regents for 50% of the costs and expenses, including attorneys' fees, incurred by KU, the Kansas Board of Regents, and/or Athletics as a result of KU's intercollegiate men's basketball program being placed on probation due to a major, intentional, significant or repetitive violation of



NCAA rules and regulations by Head Coach directly. Said payments by Head Coach shall not exceed 20% of his total annual compensation.

- F. **Current Infractions Case:** The parties agree that Athletics will not terminate Head Coach for cause due to any current infractions matter that involves conduct that occurred on or prior to the date of full execution of this Agreement. If Head Coach is suspended by the NCAA and/or the Big 12 Conference as a result of the pending NCAA infractions matter, Head Coach agreed that he and BCLT will forfeit 50% of earned Salary (Section 4 herein) and Professional Services Payment (Section 5 herein) during the time of such suspension. For clarity purposes and by way of example, if Head Coach receives a one-month suspension, then for that month only Head Coach's salary and professional services payment would be reduced by 50% to \$9,375 (salary under Section 4) and \$114,583 (professional services under Section 5).

9. Apparel and Media Rights/Contracts

- A. Head 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' Equipment Manager and shall be owned by Athletics. Any personal equipment or apparel that is provided to or purchased by Head Coach from an apparel dealer must be delivered to his home address, and cannot be received by KU or Athletics.
- B. Head Coach acknowledges that he has no authority to use the KU marks and/or logos (including verbiage) 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.), and that any such use 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. Head 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 men's basketball team and staff. Head Coach agrees he shall not negotiate a separate contract with any footwear, apparel, equipment, or beverage manufacturer while serving as Head 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, Head Coach agrees to comply with any requirements of Athletics and KU agreements with third-parties.

- D. Head Coach further acknowledges that Athletics possesses the sole and exclusive ownership rights to all media rights in KU's men's basketball, 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 Head 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 Head 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. Head 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 Head 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 Head Coach's resignation or termination from employment.
- E. Head 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 the Property in connection with the Programs or endorsements and in all other respects for purposes consistent with this Section 9 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. Head 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 Head

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 Head Coach continues his employment with the KU intercollegiate men's basketball program, Athletics agrees to provide, or pay, as the case may be, and only as elected by Head Coach, the following additional benefits:

- A. For the duration of his employment, Head Coach shall receive the use of two (2) courtesy automobiles, the models of which are the highest line of the manufacture or as otherwise agreed to in writing with the Director of Athletics, at no cost to Head Coach, subject to the use of the vehicle being consistent with Athletics' 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 Athletics and KU. For the reasons set forth in this Paragraph, Head 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. Head Coach agrees that unused annual leave is not paid out at the time the contract ends or is terminated by either party. Head Coach will have all other leave benefits normally provided to Athletics employees.
- C. So long as Head Coach remains employed by Athletics, Athletics shall purchase and maintain a term life insurance policy for Head Coach in the amount of four million dollars (\$4,000,000.00). Head Coach shall be the owner of the policy and may designate the beneficiaries.
- D. Athletics shall pay the reasonable travel expenses incurred by Head Coach's spouse and children in attending KU men's basketball games held outside the city of Lawrence, Kansas. Additionally, Athletics shall provide Head Coach a Wheels Up membership valued at \$20,000/month credited to Head Coach's personal use and at his discretion. Should any funds remain in the Head Coach's Wheels Up fund at the termination of the Agreement, such funds will be provided to Head Coach.
- E. Head 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.
- F. Head Coach shall be entitled to operate a summer basketball camp, other camps, and basketball clinics in accordance with the policies of KU and Athletics concerning the operation of such camps and clinics. Athletics and Head Coach hereby agree that said

summer basketball camps shall have priority use of Athletics' facilities during the second and third weeks of June during each year of this Agreement. Head Coach hereby acknowledges and agrees that Athletics shall receive 2% of the gross revenues derived from said camps and clinics plus any fees related to the rental and use of Athletics' property including vehicles.

- G. Athletics shall pay all reasonable travel and entertainment expenses not reimbursed by another source whenever Head Coach represents the University or its athletics or basketball programs. Such representations are understood to include recruiting, appearances at camps or clinics, speaking engagements, and other occasions at which Head Coach represents the University and its athletics' program.
- H. Head Coach shall be entitled to enroll in the Athletics' long-term disability plan, underwritten by the Teachers Insurance and Annuity Association (TIAA).
- I. Head 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 Kansas Athletics Compliance Department. Subject to those ticketing policies and approvals, Athletics shall make available to Head Coach up to ten (10) tickets for home men's basketball games and six (6) tickets to each away men's basketball game upon his request at no cost to Head Coach, for allocation at his discretion consistent with Athletics ticket policies and approval by the Athletics Compliance Department. Post-season ticket allocations to Head Coach for personal use shall be agreed upon for each post-season opportunity, but in no event shall less than ten (10) tickets be available per game. Athletics agrees that it shall allot at least 100 tickets to the intercollegiate men's basketball program for each home game in the following categories: high school recruits, high school coaches, former players, coaches, or managers, and business and community relations, all to be used consistent with Athletics ticket policies and approval by the Athletics Compliance Department. These tickets shall be provided to the intercollegiate men's basketball program and shall not be for the Head Coach's or assistance coaches' personal use; as tickets for business-purposes, they shall not be taxable to Head Coach. Any other tickets requested by Head Coach shall be paid for directly by Head Coach and shall be his personal expense.
- J. Head Coach shall have the use of an Athletics designated Scholarship Suite in the Memorial Stadium. In the event Head Coach does not plan to use the designated Scholarship Suite for an event held at Memorial Stadium, he shall make reasonable efforts to notify Athletics in a timely manner to allow Athletics to utilize the use of the Scholarship Suite for the applicable event.
- K. Head Coach shall be provided a membership at both Alvarado Country Club and the Lawrence Country Club. Athletics agrees to pay all green fees and expenses, including dues, that are business-related.

11. Taxability of Benefits



Head Coach acknowledges and agrees that some benefits described in Section 10 above may constitute taxable income, and Head Coach agrees he is responsible for payment of all appropriate taxes on such income. Head 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 Head 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 (including the prior year's unpaid vested retention bonus amount), shall be liable to Head Coach for a Liquidated Damages payment equal to the total of one-year salary, professional services, and retention bonus (\$5,410,000) plus an amount equal to a prorated share of the retention bonus Head Coach would have otherwise earned in the then current contract year. By way of example, if Head Coach was terminated under this Section of the Agreement six months into a given year, the Liquidated Damages payment owed to Head Coach would be \$6,627,500 (\$5,410,000 + \$1,217,500). Other than payments defined as Liquidated Damages, no other sums or damages of any kind whatsoever shall be paid by Athletics or KU to Head Coach.
- B. The Liquidated Damages above shall be paid to Head Coach in monthly payments for a term of twelve (12) months.
- C. The parties agree that such Liquidated Damages are in lieu of all other compensation and benefits otherwise owed to Head Coach under any and all other provisions of this Agreement; and further such Liquidated Damages constitute reasonable compensation for losses that Head Coach will incur, are not a penalty, and Head Coach shall have no duty to offset or mitigate the Liquidated Damages. Athletics shall not be liable to Head 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 Head Coach's employment under this Agreement.

13. Termination for Cause

- A. Athletics may, for cause, terminate Head Coach's employment at any time upon written notice to Head Coach.
- B. If such termination is for cause, Athletics shall be obligated to only pay Head Coach all amounts owing up to the date of termination (including the prior year's unpaid vested retention bonus amount) plus an amount equal to a prorated share of the



retention bonus Head Coach would have otherwise earned in the then current contract year. All other 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 Head 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 Head Coach's employment under this Agreement. Head Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Head 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. With the exception for circumstances detailed in Section 8.F, 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 Head Coach in any material respect to comply with the reasonable directives of the Director of Athletics or his or her designee or to perform the duties set forth in Section 3 above; or
 2. serious criminal conduct by Head Coach, other than minor traffic infractions; or
 3. discreditable conduct that is inconsistent with the professional standards expected of a Head Coach of a collegiate sports team or that is seriously prejudicial to the best interests of KU or Athletics; or engaging in 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. major violations by Head Coach of NCAA and/or Big 12 rules and regulations in current form and as may be amended; or
 5. failure by Head Coach to report promptly to the Director of Athletics any violations known to Head Coach of governing athletic rules, including NCAA and/or Big 12 rules, or Athletics or KU rules, regulations or policies by assistant coaches, student-athletes or other persons under the direct control or supervision of Head Coach; or
 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 Head Coach in connection with his Head Coach duties and responsibilities; or
 8. any material breach or non-observance of any of the material conditions or material obligations of Head Coach's employment agreement; or
 9. any refusal to carry out any of Head 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 Head Coach of any act, situation, or occurrence, or any conduct, which in Athletics' or KU's judgment brings Head 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 Head Coach to engage in and assure that every person under Head Coach's supervision is engaging in safe and responsible treatment of student-athletes on the team and avoiding behavior that could seriously 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 Head Coach that shall specify the grounds for termination and provide Head 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 Head Coach for violation of any provision of this Agreement or for any reason which would allow termination for cause or suspension under this Section 13. 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. Termination for Disability or Death

- A. In the event of either Head Coach's death or disability during the Agreement's term, this Agreement shall be terminated under the following conditions:
1. Head Coach's death shall immediately terminate this Agreement and all amounts which are due and payable shall immediately vest to Head Coach's



estate, including such amounts contemplated under Section 6(D). Head Coach's estate will be entitled to receive a prorated portion of the Annual Retention Payment as set forth in Section 6(C) which has accrued to reflect time served as Head Coach during the applicable year. All other benefits and payments pursuant to the provisions of this Agreement shall terminate upon his death.

2. If Head Coach's mental or physical incapacity precludes him from performing his head coaching duties and such condition shall continue for a period of more than 120 days, KU and Athletics acting collectively shall have the right, upon written notice to Head Coach or his legal representative, to place Head Coach on administrative leave pursuant to Athletics' administrative leave policy, to name an interim head coach for the intercollegiate men's basketball program, and seek a medical evaluation from a qualified medical physician to determine if Head Coach can continue to perform his duties under this Agreement with or without reasonable accommodations. Upon receiving written notice, Head Coach shall have the right to complete exhaustion of the process described below or may elect to waive such exhaustion.

If Head Coach challenges, at any time during any period the Head Coach is deemed by KU and Athletics to be unable to perform the essential functions of the Head Coach's employment with or without reasonable accommodation, the Head Coach shall submit to KU and Athletics collectively a certification in reasonable detail by a qualified medical physician selected by the Head Coach as to whether the Head Coach is able to perform the essential functions of his employment or how long he is unable to perform such essential functions is expected to continue. In the event such certification challenges KU and Athletics' basis for placing Head Coach on administrative leave, KU, Athletics, and Head Coach shall mutually agree upon and select a qualified medical physician to determine whether Head Coach is capable of fulfilling his essential functions. The Head Coach agrees that he, and his guardian if any, shall cooperate with any reasonable request of the physician in connection with such review, including providing full medical records prior to any examination. The parties agree that the opinion of the mutually agreed upon qualified medical physician shall control. KU and Athletics agree that, during such period and unless and until Head Coach is determined to be unable to perform the essential functions of Head Coach, Head Coach shall continue to be compensated as set forth in this Agreement. If this Agreement is terminated due to disability of the Head Coach, neither party will owe the other further salary or professional services payments. Head Coach will be entitled to receive a prorated portion of the Annual Retention Payment which has accrued as of the date of termination of this Agreement as set forth in Section 6(C) to reflect time served as Head Coach.

15. Termination by Head Coach



- A. Head Coach acknowledges, agrees, and affirms that he has special, exceptional, and unique knowledge, skill, and ability which, in addition to future acquisitions of basketball knowledge and experience at KU, as well as KU's special need for continuity in its intercollegiate men's basketball program, render Head Coach's services unique.
- B. Head 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 Head Coach of the intercollegiate men's basketball program. Head 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. Head Coach acknowledges, agrees, and affirms that his departure from KU for a head coaching position with a National Basketball Association ("NBA") franchise and the loss of his services by the KU intercollegiate men's basketball program would cause an inherent loss to Athletics. Therefore, Head Coach agrees, and specifically promises, that in the event that he announces his employment or intent to accept employment as the head coach of an NBA franchise, he shall pay Athletics a release payment of two million dollars (\$2,000,000), payable to Athletics within sixty (60) days of acceptance of a NBA head coaching position, which he agrees is fair and reasonable compensation for losses that Athletics will incur and is not a penalty.
- D. Further, in the event Head Coach should terminate his employment, for whatever reason, Athletics shall be obligated in that event to pay Head Coach only amounts owed to Head Coach under this Agreement up to the date of termination. Head 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. Head Coach agrees that during the term of this Agreement, he shall notify the Director of Athletics or his or her designee, and obtain permission prior to, any discussions by Head Coach, his agents or representatives, pertaining to coaching opportunities at any NBA franchise, 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 Head Coach or his agent, whichever is first.

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 Head 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.

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 Head Coach by Athletics or KU or developed by Head Coach on behalf of or at the expense of Athletics or KU or otherwise in connection with Head Coach's employment are and shall remain the sole and confidential property of Athletics. Notwithstanding the foregoing, Athletics at its sole discretion will permit Head 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 Head Coach to do so. Except as set forth herein, within ten (10) days of the expiration or termination of this Agreement, Head Coach shall cause any such materials in his possession or control to be delivered to Athletics. At the same time Head 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.

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 had 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 Waivers

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. 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.



21. 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 the University:

Office of the Chancellor
1450 Jayhawk Boulevard, Room 230
The University of Kansas
Lawrence, Kansas 66045
Facsimile: (785) 864-4120

With a copy to:

Office of General Counsel
1450 Jayhawk Boulevard, Room 245
The University of Kansas
Lawrence, Kansas 66045
Facsimile: (785) 864-5035

If to Athletics:

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

With a copy to:

Office of General Counsel
1450 Jayhawk Boulevard, Room 245
The University of Kansas
Lawrence, Kansas 66045
Facsimile: (785) 864-5035

If to Head Coach:

Mr. Bill Self
1651 Naismith Drive
Lawrence Kansas 66045



With a copy to:

Stuart D. Campbell
Doerner, Saunders, Daniel & Anderson
Two West Second Street, Suite 700
Tulsa, Oklahoma 74103

If to BCLT:

BCLT II, LLC
c/o Bill Self
1651 Naismith Drive
Lawrence, Kansas 66045

With copy to:

Stuart D. Campbell
Doerner, Saunders, Daniel & Anderson
Two West Second Street, Suite 700
Tulsa, OK 74103

22. Entire Agreement

This Agreement embodies the complete agreement concerning the employment of Head Coach by Athletics and shall, upon the effective date, supersede any other oral and written agreements between the parties regarding Head Coach's employment. The parties agree that none 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.

23. Approval by KU and Athletics

This Agreement shall not be binding upon Athletics until it is signed by the Director of Athletics.

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



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

KANSAS ATHLETICS, INCORPORATED


By: 
Kurt Watson
Title: Interim Director of Athletics

04/01/21
Date

HEAD COACH

By: 
Bill Self
Title: Head Men's Basketball Coach

3/31/21
Date

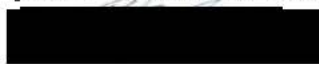
By: 
Stuart D. Campbell
Title: Attorney for Bill Self

4/1/21
Date

BCLT II, LLC

By: 
Bill Self
Title: Member and Manager


3/31/21
Date

By: 
Stuart D. Campbell
Title: Attorney for BCLT II, LLC

4/1/21
Date

Approved By:

THE UNIVERSITY OF KANSAS

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

3/31/21
Date

By: 
Brian White
Title: University General Counsel

4/1/21
Date