

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is effective as of December 14, 2009, by and between Kansas Athletics, Inc. (Athletics), and Turner Gill (Head Coach).

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 the head coach for the KU intercollegiate football program.

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

1. Employment

Athletics hereby employs Head Coach to perform such duties and services on behalf of Athletics as may, from time to time, be required of him as head football coach.

2. Term

This Agreement shall be for a term of five years, from December 14, 2009 through December 31, 2014, unless earlier terminated as set forth herein.

3. Performance

Head Coach agrees to serve as head football coach for the term of this Agreement and to devote his full time and attention and give his best efforts and skill exclusively to the duties required of him as the KU head football coach. 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") or his designee and shall regularly confer with the Director or his designee on matters involving the operation of the football program. Head Coach shall not directly report to more than one person at any given time, and Athletics hereby agrees that in the event Head Coach does not report to the Director, the designee shall be either an Assistant or Associate Director of Athletics. Without limiting the generality of this Section 3, Head Coach's duties and responsibilities as the head football 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 Director or his designee in connection with the supervision and

administration of the KU football program and the University's intercollegiate athletics program; and

- B. Undertaking reasonable best efforts to comply with and assuring that all persons under his supervision, including coaches and student-athletes, comply with the rules and regulations of the National Collegiate Athletics Association (NCAA), the Big Twelve Conference and such rules and regulations concerning intercollegiate athletics, athletics personnel, and student athletes as may from time to time be promulgated by KU and Athletics; and
- C. Undertaking reasonable best efforts to competently and diligently perform all required tasks and activities of, and adherence to all standards, rules, and regulations established by, the Handbook for Faculty and Other Unclassified Staff of KU and Athletics' Policies and Procedures Manual, as either document may be amended from time to time. 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 <http://www.policy.ku.edu/personnel.shtml> and <http://www.kuathletics.com> respectively. 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 shall be governed by its terms.
- D. Head Coach may recommend the hiring and compensation of the employees involved in the football program at KU, but all such decisions shall be subject to the approval of the Director of Athletics which shall not be unreasonably withheld.

4. Salary

For all services to be performed by Head Coach in his capacity as head football coach, Athletics shall pay Head Coach a salary of \$229,900 per annum, payable in twelve (12) equal monthly installments on the last day of each month during the term of this Agreement. Said salary may be increased from time to time upon review by Athletics in an annual performance review and any such adjustment shall be effective upon the next payment date.

5. Incentive Payments

- A. The following incentive payments shall be paid to Head Coach in the event the football team achieves any of the goals corresponding to the amounts indicated:

Big 12 Regular Season Championship	\$25,000
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Bowl Game Participation	1 month additional salary
BCS Bowl Game Participation	\$50,000
Team Wins BCS Championship	\$200,000
Head Coach named AP National Coach of the Year or recognized as National Coach of the Year by another recognized organization mutually agreed upon between Head Coach and Director	\$100,000
Head Coach named Big 12 Coach of the Year	\$25,000

- B. It is the intent of the parties that the amounts set forth in Subsection 5(A) shall be cumulative with any other section and each other. Example: If the football team wins the Big 12 Regular Season Championship and advances to a BCS Bowl game during the same season, Head Coach would receive \$75,000 (assuming no other provisions of this Section 5 were applicable).

6. Contract Buyout Payment

- A. Athletics will pay \$200,000.00 to Head Coach, on or before January 31, 2010, for the explicit purpose of payment of his contractual obligation to the University of Buffalo.
- B. Athletics shall also gross up the payment to Head Coach by a corresponding amount necessary to assure that, after withholding of federal taxes by Athletics, the amount paid by Athletics to Head Coach is equal to \$200,000.00. This gross-up amount will be \$355,735.73, which will reflect anticipated federal taxes of \$121,066.48, state taxes of \$22,889.48, and Head Coach's share of Medicare taxes of \$5,158.17 and Social Security taxes of \$6,621.60. Only the federal income taxes, Social Security and Medicare taxes will be withheld. State tax payments will not be withheld and will be the responsibility of Head Coach. The total payment to be reported as taxable income will be \$355,735.73.
- C. The parties agree that under IRS Publication 529, Head Coach will deduct as a business deduction the \$200,000.00 as damages paid to a former employer for breach of an employment agreement.
- D. Head Coach further agrees that any deduction of the amount in paragraph C above allowed by the federal Internal Revenue Service ("IRS") may result in a refund of taxes withheld. The parties understand and agree that Head Coach will take this deduction. To this end, Head Coach will furnish to Athletics, on about April 15, 2011, documentation of the resulting tax liability by providing a copy of his 2010

Federal Income tax return that includes the total payment of \$355,735.73 referenced in Section B above and the deduction of \$200,000.00 referenced in Section C above, as well as a similar calculation that excludes the payment and the deduction. In the event the difference in the tax liability between the two calculations exceeds the \$121,066.48 withheld under Section B by more than \$250.00, Athletics will pay to Head Coach the full amount of the difference. In the event the \$ 121,066.48 amount withheld exceeds the difference in tax liability between the two calculations by more than \$250.00, then Head Coach will pay to Athletics the full amount of the difference.

7. Athletically Related Income

- A. Head Coach agrees that he shall provide to the Chancellor of the University of Kansas 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. The approval of all athletically related-income and benefits shall be consistent with KU's and Athletics' policies related to outside income and benefits which are applicable to all full-time or part-time employees.
- B. Head Coach shall disclose and obtain prior written permission from the Director and the Chancellor prior to agreeing to make any commercial endorsements, including any in which he identifies himself as the head football coach at the University of Kansas. Such permission shall not be unreasonably withheld. Any such proposed endorsements shall be subject to, and in compliance with, the Athletics Policies and Procedures Manual

8. Professional Services

- A. Athletics shall pay to Head Coach for professional services rendered an income of not less than \$1,770,100 per annum (the "Guaranteed Net Income"), said payments beginning December 14, 2009 through December 31, 2014. Duties under this section may include educational, public relations, and promotional duties as assigned by the Director.
- B. The payment amount set forth in Section 8 (A) above shall be made in twelve equal monthly installments due on the last day of every month.
- C. The payments to Head Coach described in this Section 8 are contingent upon Head Coach's participation and cooperation performing said duties as described in Section 8 (A) above, including but not limited to, the production of any radio shows, Internet features, or his occasional endorsement of products affiliated with and approved by Athletics or its marketing partner(s).
 - i. Athletics hereby agrees that it shall not enter into any agreement that would require Head Coach to endorse any specific product or products,

except as provided in Section 10 below, without Head Coach's prior written consent, which shall not be unreasonably withheld.

- ii. Athletics further agrees that Head Coach shall be entitled to earn and retain all revenues generated by his participation in outside activities not covered by this Agreement. Head Coach agrees that any outside activities shall not be inconsistent with his responsibilities under this contract, and he shall not enter into any agreement to participate in any outside activity without the Director of Athletics' prior written consent, which consent shall not be unreasonably withheld.
- D. In the event that Head Coach's employment is terminated without cause pursuant to Section 13 of this Agreement, Head Coach shall be entitled to payments under this Section for the remainder of the term of this Agreement. Athletics shall pay Head Coach one-third of all remaining compensation under this Section within thirty (30) days of termination pursuant to Section 13; one-third within sixty (60) days of termination pursuant to Section 13, and all remaining compensation no later than ninety (90) days following termination pursuant to Section 13 of this Agreement.
- E. In the event that Head Coach's employment is terminated pursuant to Sections 14 or 16 of this Agreement, Head Coach shall be entitled to payment under this Section up to the date of termination only.

9. NCAA Violations

- A. If KU, Athletics, the Big 12 Conference or the NCAA determine that Head Coach has violated NCAA regulations, 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.
- 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 violations of NCAA regulations, he may be suspended without pay and/or terminated for cause, as set forth in Section 14 below and the attached Exhibit "A." Additionally, if Head Coach knew or should have known of a significant or repetitive violation of NCAA regulations, he agrees that he may be suspended without pay and/or terminated for cause, as set forth in Section 14 below and the attached Exhibit A.

10. Apparel 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 the State of Kansas statutes concerning the acceptance of gifts to KU and the

University's 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 Head Coach from an apparel dealer must be delivered to his home address, and cannot be received by KU or Athletics.

- B 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 Associate Athletic Director for External Relations 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 University-approved, licensed manufacturers. A list of all University-approved, licensed manufacturers (including addresses and phone numbers) shall be available from the Associate Director for External Relations and must be reviewed by Head Coach. 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.) involving KU or Athletics employees, must be forwarded to the Associate Director for External Relations 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 beverage agreements, to provide footwear, apparel, and other Products to Athletics for use by the football team and staff. Head Coach agrees he shall not negotiate a separate contract with any footwear, apparel, or beverage manufacturer while serving as head football coach, and that he shall comply with all terms of Athletics agreements with such apparel, footwear, or beverage agreements that currently exist or that the University or Athletics may negotiate in the future. Athletics shall furnish the details of such agreements to Head Coach.

11. Other Miscellaneous Benefits

So long as Head Coach continues as the head coach of the KU intercollegiate football program, Athletics agrees to provide, or pay, as the case may be, and only as directed by Head Coach, the following additional benefits:

- A. For the duration of his employment as head football coach, Head Coach shall receive the use of two automobiles, the model of which shall be the highest line of the manufacturer or are mutually agreed upon, at no cost to Head Coach, subject to the procedures outlined in the Athletics' Policies and Procedures Manual.

- B. So long as Head Coach remains insurable, and employed by Athletics, Athletics shall purchase and maintain a term life insurance policy for Head Coach in the amount of two million dollars. Head Coach shall be the owner of the policy and may designate the beneficiaries. Head Coach hereby agrees that Athletics may purchase an additional life insurance policy on Head Coach and, in recognition of Head Coach's value to Athletics and its programs, Athletics shall be the beneficiary of such policy.
- C. Athletics shall pay the reasonable travel expenses, lodging, food, and entertainment expenses incurred by Head Coach's spouse and two (2) children in attending KU football games held outside the city of Lawrence, Kansas.
- D. Head Coach shall be entitled to operate a summer football camp in accordance with the policies of KU and Athletics concerning the operation of such camps. Head Coach hereby acknowledges and agrees that Athletics shall receive 2% of the net revenues derived from said camp as a facilities use fee.
- E. Athletics shall pay all reasonable travel and entertainment expenses not reimbursed by another source whenever Head Coach represents the University 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 Head Coach represents the University and its athletics program.
- F. Head Coach shall be entitled to automatic enrollment in the Athletics long-term disability plan.
- G. Athletics shall make available to Head Coach up to 50 tickets for home football games upon his request at no cost to Head Coach for allocation at his discretion. Head Coach's tickets shall be located between the 35 yard lines on the west side of Memorial Stadium, said seats to be assigned by Athletics. Head Coach shall advise Athletics six (6) weeks prior to the start of each football season for the number of season tickets requested. For any single game tickets, Athletics must have advance notice of at least five (5) working days prior to the game for the ticket request. In addition, Athletics shall make available to Head Coach up to ten (10) tickets for allocation at his discretion to all away football games and up to twenty (20) tickets to bowl games.
- H. Athletics shall provide to Head Coach up to six (6) season tickets to men's and women's basketball games, said seats to be located on the lower level of Allen Fieldhouse between the free throw lines, said seats to be assigned by Athletics, and up to six (6) tickets to the Big 12 Conference men's and women's basketball tournament games and the NCAA men's and women's basketball tournament games in which KU participates, all at no cost to Head Coach.
- I. Athletics shall provide an Athletics designated Scholarship Suite to Head Coach in Memorial Stadium.

- J. Head Coach shall be provided a membership at the Lawrence Country Club. Athletics agrees to pay all expenses, including greens fees and monthly dues, which are business-related.

12. Taxability of Benefits

Head Coach acknowledges and agrees that some benefits described in Section 11 above may constitute taxable income, and Head Coach agrees he will be 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 11 above, and based on the value of any other benefits or compensation provided by KU or Athletics and not otherwise listed herein.

13. Termination Without Cause

Athletics may terminate this Agreement upon written notice to Head Coach. In the event that Head Coach's employment is terminated without cause, Athletics shall pay Head Coach as liquidated damages, the remaining amount owed to Head Coach under Section 4 (Salary) and Section 8 (Professional Services) for the balance of the contract period. Athletics shall pay Head Coach one-third of all remaining compensation under Section 4 and under Section 8 within thirty (30) days of termination pursuant to Section 13; one-third within sixty (60) days of termination pursuant to Section 13, and all remaining compensation no later than ninety (90) days following termination pursuant to Section 13 of this Agreement. In addition, pursuant to the separate Retention Payment Agreement between the parties, Athletics will pay Head Coach a pro rated sum based on the number of years and days he has served at the time of his termination without cause for the deferred compensation he would have earned but for Athletics' termination of his employment. The parties agree that such liquidated damages are in lieu of all other compensation and benefits owed to Head Coach under this contract; and further constitute reasonable compensation for losses that Head Coach will incur and are not a penalty.

14. 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 pay Head Coach all amounts owing up to the date of termination only. Head Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Except as expressly provided elsewhere in this Agreement, Head Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Health insurance and life insurance, however, shall continue in full force and effect at Athletics' expense for ninety (90) days after the date of termination. Additionally, 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. For purposes of this agreement, "cause" shall mean:

- i. the refusal or failure (other than the failure resulting from his incapacity due to physical or mental illness) of Head Coach to comply with the directives of the Director or his designee or to perform the duties set forth in Section 2 above; or
- ii. serious criminal conduct, fraud, misappropriation or embezzlement; or
- iii. discreditable conduct that is inconsistent with the professional standards expected of a head coach of a collegiate sports team and that is seriously prejudicial to the best interests of the University or Athletics. This determination shall be made by the Chancellor in consultation with the Director of Athletics; or
- iv. significant or repetitive violations by Head Coach of NCAA rules and regulations, as set forth in Section 9 above, and as set forth in the attached Exhibit A.
- v. public or private comments that disparage KU, its personnel, programs, policies and/or departments, or that cause damage to KU's reputation.

D. Prior to any termination for cause, Athletics shall provide written notice to Head Coach in accordance with Exhibit A 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.

15. Termination for Death or Disability

In the event of either Head Coach's death or disability during the term hereof, this Agreement shall be terminated under the following conditions:

- A. Head Coach's death shall immediately terminate this Agreement and Head Coach's legal representative shall be entitled to receive Head Coach's salary pursuant to Section 4 (Salary), on the dates payments would have otherwise been made to Head Coach for a period of six (6) months from the date of his death. All other benefits and payments pursuant to the provisions of this contract shall terminate upon his death.
- B. Except as provided in Section 15 (C), below, if Head Coach's mental or physical incapacity precludes him from performing his duties herein and such condition shall continue for a period of more than 120 days, KU or Athletics shall have the right, upon twenty-one (21) days written notice to Head Coach or his legal

representative, to terminate Head Coach's employment, and Athletics shall be obligated to pay Head Coach the compensation under Section 4 (Salary), Section 8 (Professional Services), and other payments due and owing under this Agreement prior to his incapacity, less any amounts due to Head Coach as the result of his participation in Athletics' long-term disability plan referred to in Section 11 (F) of this Agreement, on the dates payments would have been otherwise made, for a period of six (6) months commencing with the date of his incapacity.

- C. In the event Athletics or Head Coach are unable to obtain disability insurance on Head Coach, or if Head Coach does not enroll in the disability insurance policy referred to in Section 11 (F) of this Agreement, then if Head Coach's mental or physical incapacity precludes him from performing his duties herein and such condition shall continue for a period of more than 120 days, KU or Athletics shall have the right, upon twenty-one (21) days written notice to Head Coach or his legal representative, to terminate Head Coach's employment, and Athletics shall be obligated to pay Head Coach compensation under Section 4 (Salary) and Section 8 (Professional Services) of this Agreement, on the dates payments would have been otherwise made, for a period of six (6) months commencing with the date of his incapacity.

16. Termination by Head Coach

- A. In the event Head Coach should terminate this Agreement, for whatever reason, Athletics shall be obligated in that event to pay Head Coach all amounts owed to Head Coach under this Agreement up to the date of termination only. Head Coach shall not be entitled to receive any other benefits or payments that become due after the date of termination except as expressly provided elsewhere in this Agreement.
- B. Termination by Head Coach may be initiated by providing the Athletic Director written notice of termination or resignation or by making a public announcement of acceptance of employment with any organization other than the University or Athletics.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, Kansas law on conflicts of law notwithstanding.

18. Consent to Jurisdiction and Venue

Any action brought under this agreement shall be brought only in the District Court of Douglas County, Kansas, or the United States District Court for the District of Kansas in Topeka, Kansas or Kansas City, Kansas, and each party waives the right to seek a change of venue to any courts other than those courts.

19. Severability

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 thereby.

20. Amendments, Modifications, and Extensions

In order to be enforceable, any amendments, modifications, or extensions to this Agreement must be in writing and signed by all parties hereto.

21. Effective Date

This Agreement and its terms and provisions shall be effective as of December 14, 2009.

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 hereof.

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 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 the General Counsel
1450 Jayhawk Boulevard

Room 245
The University of Kansas
Lawrence, Kansas 66045
Facsimile (785) 864-4617

If to Athletics:

Director of Athletics
Kansas Athletics, Inc.
205 Wagnon Student Athlete Center
Lawrence, Kansas 66045
Facsimile: (785) 864-5035

If to Head Coach:

Mr. Turner Gill
1651 Naismith Drive
Lawrence, Kansas 66045

with a copy to:

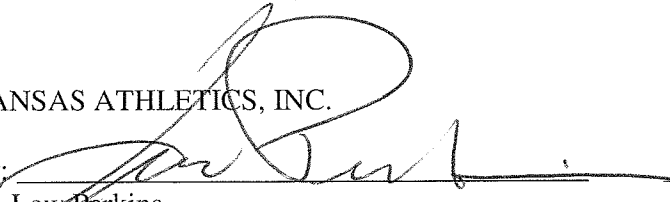
Mr. Stephen W. Mooney
Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
950 East Paces Ferry Road Suite 300
Atlanta, GA 30326

24. Approval by University and Athletics

This Agreement shall not be binding upon Athletics until it is signed by the Director of Athletics and approved by the Chancellor of the University of Kansas.

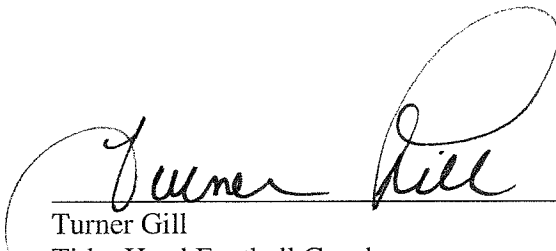
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

KANSAS ATHLETICS, INC.

By: 

Lew Perkins

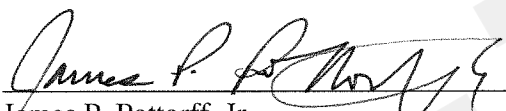
Title: Director of Athletics


Turner Gill
Title: Head Football Coach


Stephen W. Mooney
Title: Attorney for Turner Gill

Approved by:


Bernadette Gray-Little
Title: Chancellor, The University of Kansas


James P. Pottorff, Jr.
Title: University General Counsel

ATTACHMENT A: TURNER GILL EMPLOYMENT AGREEMENT

I. Procedures for Suspension and Termination

- (a) Employment may be suspended for a period of time, without pay, or terminated, with immediate cessation of salary payments and fringe benefits, for cause. Cause for suspension or termination shall be those causes specified in section 14 (C) of this Agreement, including, but not limited to, a significant or repetitive violation of any of the rules, regulations or policies of the Big 12 Conference or the National Collegiate Athletic Association, as modified from time to time, by Head Coach, or acts or omissions giving rise to an NCAA finding that the institution has committed a major violation of NCAA rules or regulations. A "significant or repetitive violation" under this Section shall be defined in accordance with the principles stated in Section 11.2.1. of the August 1, 2009 NCAA manual, or the then-existing section and NCAA manual.
- (b) The Director of Intercollegiate Athletics, acting in his capacity as Chief Executive officer of Kansas Athletics, Inc., shall determine whether Head Coach shall be suspended or terminated for cause. Prior to suspension or termination for cause, Head Coach shall (i) be provided by Director with written notice of the contemplated suspension or termination and a statement of the reasons and facts in support thereof and the effective date of such termination or suspension, which shall be no less than five calendar days after such written notice is delivered to Head Coach, and (ii) have five calendar days from receipt of such notice to deliver a written request for an appeal of the contemplated action. Written requests shall be delivered to the Office of the Chancellor. If no written request is received by the Chancellor as provided herein, a contemplated suspension or termination shall become final five calendar days following Head Coach's receipt of such notice, or on the date specified in the notice, whichever is later. In the event that Head Coach serves a timely written notice of appeal, the contemplated suspension or termination for cause shall be stayed until the appeal has been determined.
- (c) Within 30 calendar days following receipt of a written request for an appeal, the Chancellor shall appoint a three-person hearing board, composed of two individuals from the Board of Directors of Kansas Athletics, Inc. ("Athletics") and one other University or Athletics employee, to consider the matter and hear reasons for and against the contemplated action. Head Coach shall have the right to appear before the hearing board, with a representative if he desires, to comment on the reasons given for the contemplated action and to present reasons against it. The hearing board shall not be bound by formal or technical rules of evidence, and its procedures shall be non-adversarial. The hearing board shall send written findings of fact and recommendations on the matter to the Chancellor. The Chancellor will not be bound to follow the hearing board's recommendations, and

may seek counsel from the Athletics Board. The Chancellor shall consider and decide the appeal and shall notify, in writing, Head Coach, the Director of Intercollegiate Athletics, and the hearing board of the Chancellor's decision, which shall be final and binding as to the issue of cause for termination of suspension on Head Coach, Kansas Athletics, Inc. and The University of Kansas.

- (d) In the event employment is terminated pursuant to the terms and conditions set forth in these Additional Terms, Head Coach shall be entitled to all rights that have accrued under contract as of the termination date.
- (e) In the event of a conflict between these Procedures and Athletics' and the University's general terms, conditions, policies and procedures governing employment (as they may be modified from time to time), these Procedures shall govern.
- (f) If Head Coach is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, in addition to any other actions taken pursuant to the provisions of this Agreement.

II. Reporting Rules Violations

Head Coach shall immediately report any knowledge of potential or known violations of NCAA or Big 12 Conference rules to the Director of Intercollegiate Athletics, to the Associate Director of Athletics for Compliance, or to the Faculty Athletics Representative.