

survey title:

KANSAS ATHLETICS - OFFICE OF COMPLIANCE

Displaying 148 of 217 respondents

Response Type: Normal Response

Collector: New Link (Web Link)

Custom Value: *empty*

IP Address: 129.237.210.213

Response Started: Fri, 9/14/07 8:59:35 AM

Response Modified: Fri, 9/14/07 9:02:26 AM

1. FIRST NAME

Mark

2. LAST NAME

Mangino

3. DESIGNATED DEPARTMENT

Department Name

DEPARTMENT - FOOTBALL

4. Check here if NO OUTSIDE INCOME was earned during the 2006-2007 academic year.

No Response

5. PLEASE INDICATE THE AMOUNT OF INCOME THAT YOU EARNED FROM AUGUST 1,2006 THROUGH JULY 31,2007

SPEAKING ENGAGEMENTS - 0

SPORT CAMPS OR CLINICS - 0

COMPLIMENTARY TICKET SALES - 0

ENDORSEMENTS (Athletic Shoes, Apparel, Equipment) - 5000

CONSULTATION CONTRACTS - 0

TELEVISION APPEARANCES OR COMMERCIALS - 0

RADIO APPEARANCES OR COMMERCIALS - 0

INCOME FROM CORPORATIONS IN EXCHANGE FOR CHARITABLE WORK - 0

ANNUITIES - 0

SALARY SUPPLEMENT (From Outside the Athletics Department) - 0

HOUSING BENEFITS - 0

COUNTRY CLUB MEMBERSHIPS - 0

OTHER (PLEASE SPECIFY BELOW) - 0

6. Other Specified Outside Income

1. - No Response

2. - No Response

3. - No Response

7. I hereby certify that the above listed information is my actual athletically related outside income for the 2006-2007 academic

year
Confirmed

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is effective as of December 4, 2001, by and between the University of Kansas Athletic Corporation (KUAC), and Mark Mangino (Mangino).

WHEREAS, KUAC 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, Mangino wishes to serve, and KUAC desires that Mangino should serve, as the head football Mangino for the KU intercollegiate football program; and

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

1. Employment

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

2. Performance

Mangino agrees to serve as head football Mangino 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, Mangino 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 concerning administrative and technical decisions. Mangino shall not directly report to more than one person at any given time, and KUAC hereby agrees that in the event Mangino does not report to the Director, the designee shall be either an Assistant or Associate Director of Athletics. KUAC shall notify Mangino in writing in the event that he is to report to a designee of the Director. Without limiting the generality of this Section 2, Mangino'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

- B. The annual preparation of a written evaluation of the current football recruiting program and a written evaluation of the performance of all assistant football coaches for review by the Director or his designee on or about May 1 of each year during the term of this Agreement; and
- C. The compliance, by Mangino as well as by all other persons under his supervision, including coaches and student athletes, with the rules and regulations of the National Collegiate Athletic Association, 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 KUAC; and
- D. The competent and diligent performance of 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 KUAC's Staff Handbook, as either document may be amended from time to time.

Mangino hereby acknowledges that a complete copy of both KU's Handbook for Faculty and Other Unclassified Staff and a complete copy of KUAC's Staff Manual is available at <http://www.ku.edu/~unigov/facabcb.html> and at <http://www.ukans.edu/~unigov/fachand.html>. Any future changes to the Handbook will be available through the University website at www.ku.edu. In case of a conflict between KU's Handbook for Faculty and Other Unclassified Staff and KUAC's Staff Handbook, the terms of KUAC's Staff Handbook shall control.

3. Salary

- A. For all services to be performed by Mangino in his capacity as head football coach, KUAC shall pay Mangino a salary of \$128,438 per annum, payable in twelve (12) equal monthly installments on the last day of each month during the term hereof. Mangino's salary may be increased from time to time upon review by KUAC and any such adjustment shall be effective upon the next payment date.
- B. In the event that Mangino's employment is terminated without cause pursuant to Section 12 of this Agreement, Mangino shall be entitled to payments under this Section for the remainder of the term of this Agreement. KUAC shall pay Mangino one-third of all remaining compensation under this Section within thirty (30) days of termination pursuant to Section 12; one-third within sixty (60) days of termination pursuant to Section 12, and all remaining compensation no later than ninety (90) days following termination pursuant to Section 12 of this Agreement.

- C. In the event that Mangino's employment is terminated pursuant to Sections 13 or 15 of this Agreement, Mangino shall be entitled to payment under this Section up to the date of termination only.

4. Incentive Payments

- A. The following amounts shall be paid to Mangino as a bonus in the event the football team achieves any of the goals corresponding to the amount indicated:

Football team wins 6 regular season games	\$10,000
Football team wins 7 regular season games	\$20,000
Football team wins 8 regular season games	\$30,000
Football team wins 9 regular season games	\$40,000
Football team wins 10 regular season games	\$50,000
Football team wins 11 regular season games	\$60,000

- B. It is the intent of the parties that the amounts set forth in Subsection 4(A) shall be cumulative with any other section and each other. For the purposes of this Section, the Big XII Championship Game is not considered a regular season game. Example: Mangino would receive supplemental compensation of \$10,000 if the football team wins six regular season games in any one season; \$30,000 if the football team wins seven regular season games in any one season; \$60,000 if the football team wins eight games, etc.
- C. In addition to the amounts set forth in Section 4(A) above, Mangino shall also receive \$5,000 in any year in which the football team defeats Kansas State; \$5,000 in any year in which the football team defeats Nebraska; and \$5,000 in any year in the football team defeats any other high profile opponent mutually agreed upon in writing by the parties prior to any season. It is the intent of the parties that the amounts set forth in this Subsection 4(C) shall be cumulative with any other section and each other. Example: If the football team won 10 regular season games and defeated Kansas State and Nebraska, Mangino would receive \$150,000 for the regular season wins, \$5,000 for defeating Kansas State, and an additional \$5,000 for defeating Nebraska; total incentive compensation under this scenario (assuming no other provisions of this Section 4 were applicable) would be \$160,000.

D. Mangino shall receive \$35,000 in any year in which the football team participates in the Big XII Conference Championship Game.

E. Mangino shall receive the following amounts in any year in which the football team participates in a bowl game meeting the applicable criteria:

BCS Bowl: \$50,000

New Year's Day Bowl: \$35,000

Any Other Bowl Game: \$20,000

It is the intent of the parties that the amounts in this subsection shall not be cumulative with each other. Example: If the football team participated in the Holiday Bowl on December 28, Mangino would receive \$20,000. If the team participated in the Cotton Bowl on January 1, Mangino would receive \$35,000. If the team participated in the Orange Bowl on January 2, Mangino would receive \$50,000 for the team's participation in a BCS Bowl Game.

F. Mangino shall receive \$100,000 in any year in which the football team wins a national championship.

G. For every regular season game that the football team wins and that is televised on ABC, CBS, NBC, or ESPN, Mangino shall receive \$10,000. For every regular season game that the football team wins and that is televised on FOX (cable or broadcast), Mangino shall receive \$5,000.

H. Mangino shall receive the following incentives if the number of paid football season tickets (including paid student season tickets) meets or exceeds the following goals by September 1 of each year:

30,000 season tickets \$5,000

35,000 season tickets \$10,000

40,000 season tickets \$15,000

The incentives of this subsection are not cumulative. Mangino, however, shall receive an additional \$5,000 in any year in which the number of paid student season football tickets exceeds 7,500, such payment to be cumulative with any incentive based on paid football season tickets.

I. Mangino shall receive \$1,000 for every student-athlete that participated in the sport of football, graduates from the University, and is included for the

purposes of current NCAA rules and policy on calculating graduation rates for football. Example: if 14 players that participated as members of the football team graduate in a given year and count towards the University's graduation rate as reported by the NCAA, Mangino would receive \$14,000; if 12 players graduate under the same circumstances the following year, Mangino would receive \$12,000. These payments shall begin starting with December 2002 graduations.

- J. Mangino shall receive \$25,000 in each academic year that the football team meets certain academic goals mutually agreed to in writing by Mangino and the Director.
- K. Mangino shall receive \$25,000 in any year in which he is named Big XII Coach of the Year by either the Big XII Coaches or the Associated Press.
- L. Mangino shall receive \$50,000 in any year in which he is named the Associated Press National Coach of the Year.
- M. Mangino shall receive \$10,000 following any fiscal year that total football expenditures do not exceed the budgeted amount established by KUAC for the prior fiscal year.
- O. It is the intent of the parties that in the event Mangino's employment is terminated for any reason during the term of this Agreement, he shall receive any incentive payment under this Section for which complete performance occurred prior to the date of termination. *Example:* Mangino is named Big XII Coach of the Year following a 9-2 regular season on December 11, 2004. Mangino terminates this Agreement pursuant to Section 14 on December 17, 2004 and does not coach the team after that date. Mangino is named Associated Press National Coach of the Year on January 10, 2005. Mangino would be entitled to the applicable incentive payments listed in subsections A, C, D, G, H, K, and L of this Section. Mangino would not be entitled to any other incentive payments under this Section.

5. NCAA Violations

- A. If KU, KUAC, the Big Twelve Conference, or the NCAA determine that Mangino has violated NCAA regulations, in addition to any remedies provided by this agreement or at law, Mangino 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. Mangino further agrees that if he is found by KU, KUAC, the Big Twelve Conference, or the NCAA to be involved in deliberate and serious violations of NCAA regulations, he may be suspended without pay and/or terminated for cause, as set forth in Section 13 below. Additionally, if Mangino knew or should have known of deliberate and serious violations of NCAA regulations, he agrees that he may be suspended without pay and/or terminated for cause, as set forth in Section 13, below.
- C. If this agreement is terminated under Section 13(c)(iii) below due to a specific written finding by KUAC or the University of Kansas that Mangino is responsible for a major violation of Big Twelve Conference or NCAA rules but, during the two years following termination, the specific written finding has not resulted in a finding of a major violation by the NCAA or the Big Twelve Conference, which violation would otherwise result in the University being placed on probation by the Big Twelve Conference or the NCAA, or if any specific written finding under Section 13(c)(iii) is reversed within two years of termination, the University will retroactively convert the termination to one without cause pursuant to Section 11 of this Agreement. In the event that termination with cause is converted to termination without cause under this paragraph, the University shall pay Mangino interest on the remaining guaranteed payments (including all income set forth in Sections 3 and 8 of this Agreement) at a rate of 10% per annum from the effective date of termination until the date of payment.

6. Athletically Related Income

Mangino agrees that he shall provide to the Chancellor of the University of Kansas by July 1 of each year a detailed accounting in writing of all athletically related income and benefits from sources outside the institution.

7. Term

This agreement shall be for a term of five years, from January 1, 2002 through December 31, 2006, unless earlier terminated as set forth herein.

8. Radio, Internet And Endorsement Benefits

- A. KUAC shall pay to Mangino the income, less all costs of production, derived from both radio shows and Internet features pursuant to KUAC arrangements, affiliations, and/or contracts featuring Mangino during the term of this Agreement (the "Net Income"). KUAC hereby guarantees Mangino that the net income from the radio and television shows shall not be less than \$475,000 per annum (the "Guaranteed Net Income").

- 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 Mangino described in this Section 8 are contingent upon Mangino's participation and cooperation during the production of such radio shows, Internet features, and his occasional endorsement of products affiliated with and approved by KUAC or its marketing partner(s).
 - i. KUAC hereby agrees that it shall not enter into any agreement that would require Mangino to endorse any specific product or products, except as provided in Section 9 below, without Mangino's prior written consent, which shall not be unreasonably withheld.
 - ii. KUAC further agrees that Mangino shall be entitled to earn and retain all revenues generated by his participation in outside activities not covered by this Agreement. Mangino agrees that any outside activities will not be inconsistent with his responsibilities under this contract, and he shall not enter into any agreement to participate in any outside activity without KUAC's prior written consent, which shall not be unreasonably withheld.
- D. In the event that Mangino's employment is terminated without cause pursuant to Section 12 of this Agreement, Mangino shall be entitled to payments under this Section for the remainder of the term of this Agreement. KUAC shall pay Mangino one-third of all remaining compensation under this Section within thirty (30) days of termination pursuant to Section 12; one-third within sixty (60) days of termination pursuant to Section 12, and all remaining compensation no later than ninety (90) days following termination pursuant to Section 12 of this Agreement.
- E. In the event that Mangino's employment is terminated pursuant to Sections 13 or 15 of this Agreement, Mangino shall be entitled to payment under this Section up to the date of termination only.
- F. All payments made prior to the date of termination, for whatever reason, are not refundable to KUAC.

9. Apparel and Footwear Benefits

- A. Mangino acknowledges that KUAC has an agreement with NIKE, Inc. to provide footwear, apparel, and other Products to KUAC for use by the

football team and staff. If, for any reason, KUAC ceases to have an agreement with NIKE to provide Products for use by the football team and staff, this Section 9 shall have no further force or effect.

- B. For the purposes of this agreement “NIKE” and “NIKE, Inc.” shall mean NIKE, Inc., its licensees, distributors, subsidiaries and any successor company.
- C. Mangino agrees to allow NIKE to use his name, nickname, initials, autograph, voice, video or film portrayals, facsimile signature, likeness, photographs, image or facsimile image, and any other means of endorsement used by Mangino in connection with the advertisement, promotion, and sale of NIKE Products.
 - i. The term “Products” used in this section shall mean:
 - (a) all athletic and athletically inspired or derived footwear that members of the football team, coaches, and or staff wear or may be reasonably expected to wear while participating in the sport of football;
 - (b) authentic competition apparel consisting of uniforms, sideline jackets or sweaters, game-day warm-ups, football player capes, wool and fitted caps, windsuits, rainsuits, sideline pants, shorts and shirts, and similar apparel, and activewear (collectively, “Authentic Competition Apparel”) that members of the football team, coaches, and/or staff wear or use or may be reasonably expected to wear or use while participating in the sports of football;
 - (c) all other apparel articles of an athletic or athleisure nature including but not limited to tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear, headbands, wristbands, bags, socks, hand-towels, receiver’s and lineman’s gloves, that members of the football team, coaches, and/or staff wear or use or may be reasonably expected to wear or use while participating in the sports of football;
 - (d) sports equipment including but not limited to, footballs, protective eyewear, eyewear with performance attributes and sunglasses, sports timing devices (including wristwatches, race timers, stopwatches, etc. and devices used for competition or training that are also used in combination with timing devices such as heart-rate monitors or calorimeters), and such other equipment as NIKE may add to its Product lines at any time during the term of this

Agreement subject to the terms of KUAC's agreement with NIKE;
and

- (e) sports-themed instructional and entertainment home video products ("Video Products"), and electronic, computer, arcade, video and virtual reality games and devices ("Electronic Games").
 - ii. The term "NIKE Products" shall mean all Products in connection with which, or upon which, the NIKE name, the Swoosh design, the NIKE AIR Design, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands (e.g., Bauer, Sports Specialities) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
- D. Mangino agrees to make NIKE football shoes and other NIKE Products as provided by NIKE available to members of the football team and football staff, to be worn during football practices, games, clinics and other occasions during which members of the team and staff wear such Products.
- E. Mangino agrees that he shall wear exclusively NIKE Products while participating in all athletic and athletic-related activities, including but not limited to all football practices and games, all sports camps and any other occasions during which he may pose for football-related photographs or otherwise engages in athletic or athletic-related activities, whether or not on behalf of KUAC or NIKE. Mangino further agrees to exercise his best efforts to wear NIKE Products while appearing on any television broadcast, show or special relating to his activities as the head coach of the football team. Mangino's wearing of non-athletic footwear in connection with his official duties as head coach, as appropriate, shall not constitute a breach of this Section 9.
- F. Mangino agrees to direct the football staff (including, collectively, all persons other than Mangino employed by KU or KUAC during the term hereof to provide coaching services to the football team) to wear exclusively NIKE Products while participating in all athletic and athletic-related activities, including but not limited to all football practices and games, all sports camps and any other occasions during which they may pose for football-related photographs or otherwise engage in athletic or athletic-related activities, on behalf of KUAC or NIKE.
- G. Mangino agrees not to alter or permit the alteration of any NIKE Product worn or used by him or members of the team or staff to resemble non-NIKE products. Mangino further agrees to direct the football staff not to alter or permit the alteration of any NIKE Product worn or used by him or members of the team or staff to resemble non-NIKE products.

- H. Mangino agrees to exercise best efforts to direct team members to wear Products manufactured by NIKE during athletic activities held by KUAC.
- I. Mangino agrees that upon reasonable prior notice and subject to his approval, which will not be unreasonably withheld, he shall make two (2) personal appearances on behalf of NIKE each year. No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearance may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, internet chat sessions, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. KUAC or NIKE shall pay all reasonable out-of-pocket expenses for accommodations, meals and travel incurred by Mangino, staff, and/or team members.

10. **Other Miscellaneous Benefits**

So long as Mangino continues as the head coach of the KU intercollegiate football program, KUAC agrees to provide, or pay, as the case may be, the following additional benefits:

- A. For the duration of his employment as head football coach, Mangino shall receive the use of two automobiles, the models of which are the highest line of the manufacturer, at no cost to Mangino, subject to the procedures outlined in Volume III of the KUAC Staff Handbook, General Operating Policies and Procedures Handbook, Chapter 2.
- B. So long as Mangino remains employed by KUAC, KUAC shall purchase and maintain a term life insurance policy for Mangino in the amount of two million dollars. Mangino shall be the owner of the policy and may designate the beneficiaries.
- C. KUAC shall pay the reasonable travel, lodging, food, and entertainment expenses incurred by Mangino's spouse and up to four (4) business guests in attending KU football games held outside the city of Lawrence, Kansas. Mangino agrees that all business guests shall be approved in advance by the Director or his designee, which approval shall not be unreasonably withheld.
- D. Mangino shall be entitled to operate a summer football camp in accordance with the policies of KU and KUAC concerning the operation of such camps, a copy of which is attached hereto as Exhibit A. Mangino hereby

acknowledges and agrees that KUAC shall receive 2% of the net revenues derived from said camp.

- E. KUAC shall pay all reasonable travel and entertainment expenses (including first class air fare) not reimbursed by another source whenever Mangino represents the University or its athletics or football programs. Such representations are understood to include, but not be limited to, recruiting, appearances at camps or clinics, speaking engagements, and other occasions at which football is discussed and ideas exchanged.
- F. Mangino shall be entitled to advise and comment on all proposed scheduling of future KU football games.
- G. Mangino shall be entitled to enroll in the KUAC long-term disability plan, underwritten by the Teachers Insurance and Annuity Association (TIAA).
- H. KUAC shall provide 50 tickets to each home football game at no cost to Mangino for allocation at his discretion. Mangino's tickets shall be located between the 35-yard lines on the west side of Memorial Stadium.
- I. Mangino shall have the use of a KUAC designated Scholarship Suite in the Memorial Stadium.
- J. KUAC shall provide four season men's basketball tickets to Mangino. Mangino's tickets shall be located on the lower level of Allen Fieldhouse between the free-throw lines.
- K. Mangino shall be provided a membership at both Alvamar Country Club and the Lawrence Country Club. KUAC agrees to pay all green fees and expenses, including dues, that are business related.

11. Taxability of Benefits

Mangino acknowledges and agrees that some benefits described in Section 10 above may constitute taxable income, and Mangino agrees he will be responsible for payment of all appropriate taxes on such income. Mangino also understands and agrees that KUAC will withhold taxes based on the value of those benefits KUAC and KU provide to Mangino, as described, but not limited to, the items in Section 10 above.

12. Termination Without Cause

KUAC may terminate this Agreement upon written notice to Mangino. In the event that Mangino's employment is terminated without cause, KUAC shall pay Mangino his annual salary as set forth in Section 3 and all Radio, Internet, and Endorsement benefits under Section 8 for the remaining term of the Agreement. KUAC shall pay one-

third of all remaining compensation under Section 3 and Section 8 of this Agreement within thirty (30) days of termination pursuant to Section 12; one-third within sixty (60) days of termination pursuant to Section 12, and all remaining compensation no later than ninety (90) days following termination pursuant to Section 12 of this Agreement.

13. Termination for Cause

- A. KUAC may, for cause, terminate Mangino's employment at any time upon written notice to Mangino.
- B. If such termination is for cause, KUAC shall be obligated to pay Mangino his salary up to the date of termination only. All payments and benefits owed Mangino by KUAC as of the date of termination shall be paid to him. Except as expressly provided elsewhere in this Agreement, Mangino 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 KUAC's expense for ninety (90) days after the date of termination. Additionally, Mangino 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 Mangino to comply with the directives of the Director or his designee or to perform the duties set forth in Section 2(C) or Section 2(D) that are not remedied within thirty (30) days of written notice to Mangino; or
 - ii. serious criminal conduct, fraud, misappropriation, or embezzlement.
 - iii. deliberate and serious violation of NCAA regulations, as set forth in Section 5 above. This provision shall not be subject to the thirty-day remedy procedure of section 13Ci above.
- D. Prior to any termination for cause under Section 13(C) (iii) above, KUAC shall provide written notice to Mangino that shall specify the grounds for termination and provide Mangino with a timely opportunity (not less than twenty-one (21) calendar days) to respond to any allegations against him.
- E. Termination for cause pursuant to Section 13(c)(ii)
 - i. In the event Mangino is suspected of engaging in serious criminal conduct, fraud, misappropriation or embezzlement, the Director shall conduct or direct that an informal investigation be conducted into the

circumstances. If the Director concludes, based on the investigation, there is clear and convincing evidence of serious criminal conduct, fraud, misappropriation or embezzlement and that termination for cause under Section 13(c)(ii) is warranted, he shall so notify Mangino and provide him with a written summary of the evidence upon which his decision was made. Mangino shall have no less than twenty-one (21) calendar days in which to submit a written appeal of the termination to either the Chancellor or the Director. The appeal shall be considered by a three-person committee appointed by the Chancellor of the University. The committee shall be comprised of three faculty or professional staff employees of the University, one of whom is selected by the Chancellor, one of whom is selected by Mangino, and a third who is mutually agreed upon. Mangino shall have the right to be present and present matters in person. He shall have the right to have legal counsel present to advise him, however, the proceedings shall not be adversarial. A majority vote of two of the three members shall be necessary to uphold the decision to terminate for cause. The standard of proof shall be clear and convincing evidence. If the committee determines the termination should be voided, the University shall have the right to either reinstate Mangino to his position as head football coach or to convert the termination to a termination without cause under Section 12 of this agreement. If the committee determines the termination for cause is supported by clear and convincing evidence, the termination for cause shall remain effective.

- ii. If, within two years of the decision of the committee, Mangino submits to the Director information that, in the determination of the Chancellor following consultation with the Director, is material and relevant to re-opening the issue of his termination, the information shall be re-submitted to either the original committee or, if its members are not reasonably available, to a committee comprised under the same guidelines as described above. If the committee determines by a majority vote that termination for cause was warranted, the termination for cause shall stand and shall not be subject to further appeal within the University. If the committee determines the termination for cause was not warranted by clear and convincing evidence, the termination for cause shall be converted to a termination without cause pursuant to Section 12 of this agreement and Mangino shall be entitled to all payments that would have otherwise been paid had the original termination been a termination without cause.
- iii. In the event that termination with cause is converted to termination without cause under this paragraph, the University shall pay Mangino interest on the remaining guaranteed payments (including all income set

forth in Sections 3 and 8 of this Agreement) at a rate of 10% per annum from the effective date of termination until the date of payment.

14. Termination for Death or Disability

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

- A. Mangino's death shall immediately terminate this Agreement and Mangino's legal representative shall be entitled to receive Mangino's salary pursuant to Section 3 on the dates payments would have otherwise been made to Mangino 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 14 (C), below, if Mangino'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 KUAC shall have the right, upon twenty-one (21) days written notice to Mangino or his legal representative, to terminate Mangino's employment, and KUAC shall be obligated to pay Mangino the compensation remaining under Section 3 and Section 8, as well as any incentive earned prior to his incapacity under Section 4 of this Agreement less any amounts due to Mangino as the result of his participation in KUAC's long-term disability plan referred to in Section 10(G) of this Agreement.
- C. In the event KUAC or Mangino are unable to obtain disability insurance on Mangino, or if Mangino does not enroll in the disability insurance policy referred to in Section 10(G) of this Agreement, then if Mangino'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 KUAC shall have the right, upon fifteen (15) days written notice to Mangino or his legal representative, to terminate Mangino's employment, and KUAC shall be obligated to pay Mangino his salary pursuant to Section 3 and Section 8 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.

15. Termination by Mangino

In the event Mangino should terminate this Agreement, for whatever reason, KUAC shall be obligated in that event to pay Mangino his salary pursuant to Section three (3) of this agreement up to the date of termination only. Mangino 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.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

17. 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, and each party waives the right to seek a change of venue to any courts other than those courts.

18. 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.

19. 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.

20. Effective Date

This Agreement and its terms and provisions shall be effective as of December 4, 2001.

21. Waiver

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

22. Notice

Any notice or other communication hereunder will be in writing, will be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed given (a) if mailed, when deposited, postage prepaid, in the United States mail, (b) if sent by overnight courier, one business day after delivery to such courier, and (c) if sent by facsimile, when transmitted. 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 KUAC:

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

If to Mangino:

Mr. Mark Mangino
1725 Lake Alvamar Drive
Lawrence, Kansas 66047

with a copy to:


Mr. Neil M. Cornrich
Cornrich & Cornrich Co., L.P.A.
Attorneys at Law
55 Public Square, Suite 1808
Cleveland, Ohio 44113-1901
Facsimile: (216) 861-0333

23. Approval by University and KUAC

This Agreement shall not be binding upon KUAC 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.

UNIVERSITY OF KANSAS ATHLETIC CORPORATION

By: 

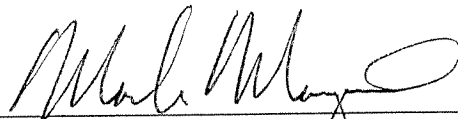
Allen R. Bohl

Title: Director of Athletics



Patrick Warren

Title: Attorney for KUAC



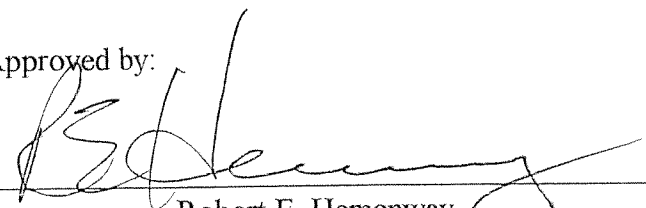
Mark Mangino

Title: Head Football Coach



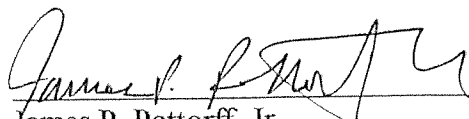
Neil Cornrich

Title: Attorney for Mark Mangino

Approved by: 

Robert E. Hemenway

Title: Chancellor, The University of Kansas



James P. Pottorff, Jr.

Title: University General Counsel

1st AMENDMENT TO EMPLOYMENT AGREEMENT

THIS 1ST AMENDMENT TO THE December 4, 2001 EMPLOYMENT AGREEMENT ("Current Employment Agreement") by and between the University of Kansas Athletic Corporation ("KUAC"), and Mark Mangino ("Mangino") is effective as of November 30, 2002.

WHEREAS, KUAC 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, KUAC wishes to demonstrate its commitment to Mangino as the head football coach for the KU intercollegiate football program and to his plans for the future of the program and;

WHEREAS, Mangino desires to plan, recruit, and build a program that is a credit to KUAC and to KU,

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

1. Extension.

Mangino's Current Employment Agreement with KUAC, which was effective as of December 4, 2001, is hereby extended by one additional year, resulting in a total term of 6 years, from January 1, 2002 through December 31, 2007, unless the contract is earlier terminated as set forth in the Current Employment Agreement.

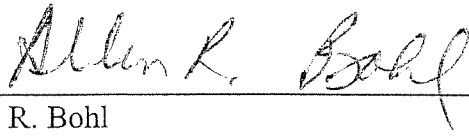
2. Additional Extension.

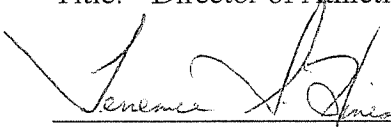
In view of KUAC's confidence in Mangino, an additional contract extension of not less than one year will be executed by the parties no later than November 30, 2003, unless the contract is earlier terminated as set forth in the Current Employment Agreement.

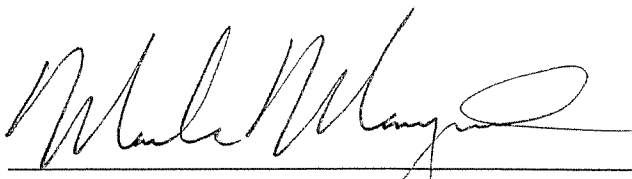
3. Effect of Extension.

All other provisions of the Current Employment Agreement between KUAC and Mangino shall remain operational and unmodified by this amendment.

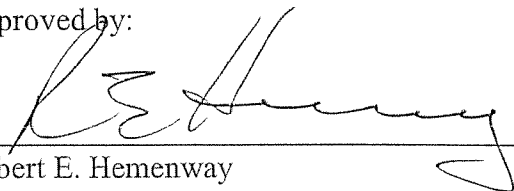
UNIVERSITY OF KANSAS ATHLETIC CORPORATION

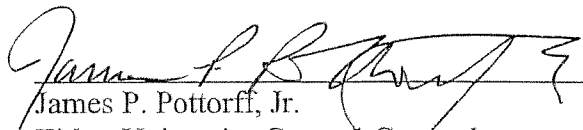
By: 
Allen R. Bohl
Title: Director of Athletics


Terrence S. Hines
Title: Attorney for KUAC


Mark Mangino
Title: Head Football Coach


Neil M. Cornrich
Title: Attorney for Mark Mangino

Approved by:

Robert E. Hemenway
Title: Chancellor, The University of Kansas


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

2nd AMENDMENT TO EMPLOYMENT AGREEMENT

THIS 2nd AMENDMENT TO THE December 4, 2001 EMPLOYMENT AGREEMENT ("Current Employment Agreement") by and between the University of Kansas Athletic Corporation ("KUAC"), and Mark Mangino ("Mangino") is effective as of November 30, 2003.

WHEREAS, KUAC 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, KUAC wishes to demonstrate its commitment to Mangino as the head football coach for the KU intercollegiate football program and to his plans for the future of the program and;

WHEREAS, Mangino desires to plan, recruit, and build a program that is a credit to KUAC and to KU,

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

1. Extension.

Pursuant to paragraph 2 of the 1st Amendment to Employment Agreement dated November 30, 2002, Mangino's Current Employment Agreement with KUAC, which was effective as of December 4, 2001, is hereby extended by one additional year, resulting in a total term of 7 years, from January 1, 2002 through December 31, 2008, unless the contract is earlier terminated as set forth in the Current Employment Agreement.

2. Effect of Extension.

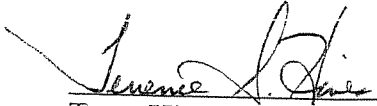
All other provisions of the Current Employment Agreement between KUAC and Mangino shall remain operational and unmodified by this amendment.

UNIVERSITY OF KANSAS ATHLETIC CORPORATION

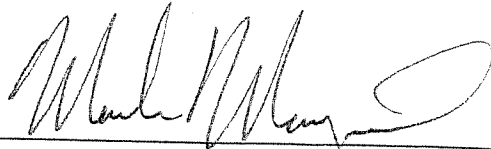
By: 

Lew Perkins


Title: Director of Athletics




Terry Hines
Title: Attorney for KUAC



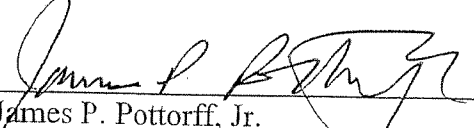
Mark Mangino
Title: Head Football Coach



Neil M. Cornrich
Title: Attorney for Mark Mangino

Approved by:


Robert E. Hemenway
Title: Chancellor, The University of Kansas



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

DEFERRED COMPENSATION AGREEMENT

This Agreement is made and entered into this 3rd day of July, 2002, by and between The University of Kansas Athletic Corporation (KUAC) and Mark Mangino (Mangino).

WHEREAS, Mangino has served as, and is presently, the head football coach for the University of Kansas (KU); and

WHEREAS, KUAC desires to assure that Mangino will continue as KU's head football coach.

NOW, THEREFORE, in consideration of the mutual representations, agreements and promises made in this Agreement, the parties agree as follows:

1. **DEFERRED COMPENSATION:** Beginning on December 4, 2003, for each full year that Mangino is continuously employed by KUAC as head football coach through October 15, 2006, he shall be entitled to receive \$75,000 on December 4, 2006; subject to the following liquidated damages and additional compensation provisions:

2. **LIQUIDATED DAMAGES:** If KUAC terminates Mangino's employment without cause, he shall be entitled to liquated damages (less taxes withheld) as set forth in the table below. These liquidated damages are not cumulative.

<u>Date of Termination by KUAC</u>	<u>Liquidated Damages</u>
12/04/2001 – 10/15/2002	\$ 0
10/16/2002 – 10/15/2003	\$ 75,000
10/16/2003 – 10/15/2004	\$ 78,611.25
10/16/2004 – 10/15/2005	\$ 80,005.19
10/16/2005 – 10/15/2006	\$ 81,887.14

EXAMPLES: If Mangino chose to terminate his employment on November 30, 2005, he would be entitled to a payment of \$84,611.25 within thirty calendar days; if Mangino chose to terminate his employment on December 5, 2005, he would be entitled to a payment of \$129,490.01 within thirty calendar days. If KUAC terminated Mangino's employment without cause on October 14, 2005, he would be entitled to \$127,414.03 (the plan balance of \$84,611.25 plus \$80,005.19 in liquidated damages, less \$37,202.41 for tax withheld on the liquidated damages) within thirty calendar days; If KUAC terminated Mangino's employment without cause on October 16, 2005, he would be entitled to \$173,299.64 (the plan balance of \$129,490.01 plus \$81,887.14 in liquidated damages, less \$38,077.52 for tax withheld on the liquidated damages) within thirty calendar days.

3. **ADDITIONAL COMPENSATION:** If Mangino is employed by KUAC on December 4, 2006, he shall be entitled to an additional payment of \$81,887.14 (less taxes withheld). This amount is included in the attached Exhibit at "Vested Deferred Compensation" in the row beginning with the date 12/4/2006.

4. **EMPLOYMENT AGREEMENTS:** Mangino is currently employed by separate agreements with KUAC as the head football coach. The payments provided by this Agreement shall be in addition to all other compensation and benefits that are due Mangino as provided for in employment agreements and other similar agreements between KUAC and Mangino. The terms of this Agreement shall not affect the terms of any other agreements between KUAC and Mangino.

5. **TRANSFER OF RIGHTS AND BENEFITS:** The rights and benefits of Mangino under this Agreement shall not be assigned, transferred or conveyed, except that, in the event of Mangino's death, the right to receive the Deferred Amount to which Mangino would then otherwise be entitled, shall be paid to Mangino's estate.

6. **PAYMENTS AND TAX WITHHOLDING:** All payments due under this Agreement shall be payable by KUAC in cash or immediately available funds. KUAC shall credit a separate account in favor of Mangino with the \$75,000 amount (less taxes withheld) for each full year of this Agreement. Mangino recognizes that KUAC is obligated to withhold federal and state income taxes and Medicare tax contributions from the amounts due him and that the net amount paid to him will be the Deferred Amount shown less the amount of tax required to be withheld from his share pursuant to federal and state laws. In addition to the tax withheld shown on the exhibit for the vested deferred compensation, tax will also be owed by Mangino on the plan interest earned. In the event that Mangino's employment is terminated for any reason prior to the final payment, KUAC shall pay Mangino any amount he is owed within 30 days of the termination of employment.

EXAMPLES: If Mangino chose to terminate his employment on November 30, 2005, he would be entitled to a payment of \$84,611.25 within thirty calendar days; if Mangino chose to terminate his employment on December 5, 2005, he would be entitled to a payment of \$129,490.01 within thirty calendar days. If KUAC terminated Mangino's employment without cause on October 14, 2005, he would be entitled to \$127,414.03 within thirty calendar days; If KUAC terminated Mangino's employment on October 16, 2005, he would be entitled to \$173,299.64 within thirty calendar days.

7. **ATTACHED EXHIBIT.** Attached to this Agreement is an Exhibit showing the anticipated tax payments to be made in each year that Mangino's deferred compensation vests and the anticipated after tax deferred amounts to be paid to Mangino. If the

stated tax rates change, the actual tax percentages will be used and the amounts adjusted accordingly.

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

UNIVERSITY OF KANSAS ATHLETIC CORPORATION

By: Allen R. Bohl
Allen R. Bohl
Title: Director of Athletics

Patrick Warren
Patrick Warren
Title: Attorney for KUAC

Mark Mangino
Mark Mangino
Title: Head Football Coach

Neil Cornrich
Neil Cornrich
Title: Attorney for Mark Mangino

Approved by: Robert E. Hemenway
Robert E. Hemenway
Title: Chancellor, The University of Kansas

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

Copy 3 of 4 copies

Interest Rate:	9%
Federal Tax Rate for 2002 & 2003:	38.60%
Federal Tax Rate for 2004 & 2005:	37.60%
Federal Tax Rate for 2006:	35%
Kansas Tax Rate:	6.45%
Medicare:	1.45%
<hr/>	
Total Rate for 2002 & 2003:	46.50%
Total Rate for 2004 & 2005:	45.50%
Total Rate for 2006:	42.90%

Date	Vested Deferred Compensation	Tax Withheld and Deposited	Deferred After-tax Amount	Accumulated After-tax Amount	Plan Interest	Plan Balance	Total Payment Due (including liquidated damages) if Mangino Terminated by KUAC	Tax Withheld on Liquidated Damages
12/4/2002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,125.00	\$ 34,875.00
12/4/2003	\$ 75,000.00	\$ 34,875.00	\$ 40,125.00	\$ 40,125.00	\$ -	\$ 40,125.00	\$ 82,182.02	\$ 36,554.23
12/4/2004	\$ 75,000.00	\$ 34,125.00	\$ 40,875.00	\$ 81,000.00	\$ 3,611.25	\$ 84,611.25	\$ 127,414.03	\$ 37,202.41
12/4/2005	\$ 75,000.00	\$ 34,125.00	\$ 40,875.00	\$ 121,875.00	\$ 7,615.01	\$ 129,490.01	\$ 173,299.64	\$ 38,077.52
12/4/2006	\$ 156,887.14	\$ 67,304.59	\$ 89,582.56	\$ 211,457.56	\$ 11,654.10	\$ 223,111.66	n/a	n/a

Interest Rate:	9%
Federal Tax Rate for 2002 & 2003:	38.60%
Federal Tax Rate for 2004 & 2005:	37.60%
Federal Tax Rate for 2006:	35%
Kansas Tax Rate:	6.45%
Medicare:	1.45%
<hr/>	
Total Rate for 2002 & 2003:	46.50%
Total Rate for 2004 & 2005:	45.50%
Total Rate for 2006:	42.90%

Date	Vested Deferred Compensation	Tax Withheld and Deposited	Deferred After- tax Amount	Accumulated After-tax Amount	Plan Interest	Plan Balance	Payment Due if Mangino Terminated by KUAC	Tax Withheld on \$75,000 for Termination by KUAC		
12/4/2002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,125.00	\$ 34,875.00		\$ 75,000.00
12/4/2003	\$ 75,000.00	\$ 34,875.00	\$ 40,125.00	\$ 40,125.00	\$ -	\$ 40,125.00	\$ 82,182.02	\$ 36,554.23	\$ 3,611.25	\$ 78,611.25
12/4/2004	\$ 75,000.00	\$ 34,125.00	\$ 40,875.00	\$ 81,000.00	\$ 3,611.25	\$ 84,611.25	\$ 127,414.03	\$ 37,202.41	\$ 5,005.19	\$ 80,005.19
12/4/2005	\$ 75,000.00	\$ 34,125.00	\$ 40,875.00	\$ 121,875.00	\$ 7,615.01	\$ 129,490.01	\$ 173,299.64	\$ 38,077.52	\$ 6,887.14	\$ 81,887.14
12/4/2006	\$ 156,887.14	\$ 67,304.59	\$ 89,582.56	\$ 211,457.56	\$ 11,654.10	\$ 223,111.66	n/a	n/a		