

UNIVERSITY OF KENTUCKY ASSISTANT COACH AGREEMENT

This Assistant Coach Agreement is entered into this 12th day of December 2022, between the University of Kentucky (hereinafter "University") and Liam Coen, Assistant Football Coach (hereinafter "Coach"). Parties to this agreement are the University and Coach.

In consideration of the mutual covenants and conditions contained herein, the University and Coach agree as follows:

1. **Employment.** Subject to the conditions stated in the provisions of this Agreement, the University hereby employs Coach as Assistant Coach of the football program at the University and the Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein. Coach shall perform such duties as may be assigned in connection with the supervision and administration of the football program, and such other duties and responsibilities as assigned by the University of Kentucky Athletics Department ("UKAD"). Coach shall work under the immediate supervision of the Head Coach of the football program (hereinafter "Head Coach") and shall confer with this supervisor on all matters requiring administrative and technical decisions. Coach agrees to assist Head Coach in accordance with the bylaws and regulations of the University, NCAA and SEC and any subsequent amendments thereto, including but not limited to the duty to report known and suspected violations to the University Compliance Director or Director of Athletics. Pursuant to NCAA and SEC regulations, it is stipulated by the parties that Coach has an affirmative obligation to cooperate fully in the NCAA or SEC enforcement process, including the investigation and adjudication of a case, as set forth in NCAA or SEC bylaws or other procedures. It is also stipulated by the parties that if Coach is found in violation of NCAA or SEC regulations, he shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA and SEC enforcement procedures.

2. **Term.** The term of this Agreement shall begin on January 9, 2023 (except as stated in Paragraph 3.3 below) and shall terminate on June 30, 2026, subject to the conditions stated herein. This Agreement is renewable solely at the option of the University, and in no way grants Coach a claim to tenure or continued employment with the University. However, any year of employment under Coach's Agreement shall count as a year of service toward service awards, as a year of service toward "vesting" under the University's retirement plan, and as a year of service toward eligibility for the University benefit plans, including but not limited to the University's long term disability program and health insurance benefit plans.

3. **Compensation.** In consideration for services and satisfactory performance of the conditions of this Agreement by Coach, the University promises to pay Coach:

3.1 Effective January 9, 2023 through June 30, 2024, compensation shall be monthly rate of **One hundred forty-one thousand, six hundred sixty-six dollars and sixty-seven cents (\$141,666.67)** which, calculated at an annual rate, equals to **One million, seven hundred thousand dollars (\$1,700,000)** and shall be payable at the end of each regular monthly University pay period. Effective July 1, 2024, through June 30, 2025, compensation shall be at a rate of **One hundred fifty thousand dollars (\$150,000)** per month, calculated at an annual rate equaling **One million, eight hundred thousand dollars (\$1,800,000)** and shall be payable at the end of each regular monthly university pay period. Effective July 1, 2025 through June 30, 2026, compensation shall be monthly rate of **One hundred fifty-eight thousand, three hundred thirty-three dollars and thirty-three cents (\$158,333.33)** which, calculated at an annual rate, equals to **One million, nine hundred thousand dollars (\$1,900,000)** and shall be payable at the end of each regular monthly University pay period.

4.3 To receive approval, in advance, from the Director of Athletics, for any business or professional activities or pursuits that may conflict with his performance of the duties under this Agreement or may otherwise interfere with the University's interests. The purpose of this approval is to assure that business or professional activities do not or do not appear to conflict with Coach's performance of the duties under this Agreement or with the University's interests.

4.4 Coach agrees that academic progress and achievement of the student-athletes under his supervision is of the highest importance. Coach agrees to adhere to the University's standards and goals for the academic performance of its student-athletes in his recruitment, supervision and coaching of players. Coach agrees to follow conscientiously any directives from the Head Coach and the Director of Athletics (or Designee) concerning such matters.

5. **Travel Expenses.** Coach shall conduct travel as is necessary to carry out duties as an assistant coach, and shall be entitled to reimbursement for travel expenses pursuant to the University's policy subject to the limitations set forth in the UKAD's policies and rates. Post season travel for Coach's guests may be approved by the Director of Athletics upon receipt of Coach's request. Reimbursement and payment of travel expenses shall be in accordance with the University's and the Athletic Department's business policies.

6. **Promotion, Endorsements, Consulting, and Summer Camp Activities.**

6.1 Coach agrees to be available for media or other public appearances at such times as the University, through UKAD, may reasonably designate for athletic programs for publicity or promotion purposes.

6.2 The University reserves the right to contract with commercial firms regarding the procurement or endorsement of services, equipment or apparel that may be worn or used by student-athletes or athletic department personnel, including Coach, in practices and public performances. Any income derived from such agreements shall be the sole and exclusive property of the University.

6.3 Coach may not engage in any endorsement, consulting, or broadcasting activities for a fee without the prior written consent and approval of the Director of Athletics (or Designee).

6.4 **Sports Camps.** The right to sponsor and operate football summer camps ("Camps") on University premises belongs to the University, acting through UKAD. Coach cannot conduct camp without the specific written approval of the Director of Athletics.

6.5 Coach shall, upon request, provide a written detailed account annually to the President of the University for all athletically related income and benefits from sources outside the institution. The approval of all athletically related income and benefits shall be consistent with the University policy related to outside employment/income and benefits applicable to all regular employees.

7. **Termination.**

7.1 Notwithstanding paragraph 2, this Agreement shall terminate upon the occurrence of any of the following contingencies, and except for the payment of any salary or other compensation, or installments thereof, earned as of the date of termination, the rights and obligations of the parties shall cease:

- (a) In the event of Coach's death.

paragraphs 3.1 and 3.4 for a period of six (6) months after the effective date of Head Coach's resignation or retirement ("Six-Month Pay Period"), as if Coach were still actively employed. At the expiration of the Six Month Pay Period, the University shall owe no further pay or benefits under this Agreement. In the event Coach secures other employment, whether compensated or uncompensated, during this Six-Month Pay Period, he is obligated to notify the University in writing of the terms of that employment before the first day of said employment, including salary and any additional compensation. The University has the right to reduce continuing payment obligations to Coach to the extent that he earns other salary and additional compensation during the Six-Month Pay Period. Failure to notify the University as required under this paragraph shall be considered a material breach of this Agreement and shall relieve this University from all future obligations to make payments to Coach under this Agreement.

8. Actions other than Termination.

8.1 Notwithstanding anything in Paragraph 7.1.d, above, in the event the Director of Athletics determines Coach to have engaged in material misconduct, moral turpitude, or a pattern of unprofessional or unsportsmanlike behavior, insubordination, refusal, neglect or failure to render services or otherwise fulfill completely the duties and obligations established in this Agreement, it shall lie in the discretion of the Director of Athletics to take action other than termination; provided, however, Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Director of Athletics. Actions the Director of Athletics may take include, but are not limited to, an oral or written warning, a written reprimand, a suspension (with or without pay), a forfeiture of future bonuses or benefits; loss of a planned salary increment or merit raise, probation, or permanent reassignment.

8.2 The Director of Athletics may suspend (with or without pay) or reassign Coach pending an investigation, decision or other matter relating to the existence of cause for action under this Paragraph.

9. Suspension or Fine Imposed by the SEC or NCAA. Notwithstanding any other provision of this Agreement to the contrary, if Coach is suspended by the SEC or NCAA, Coach shall automatically be suspended by the Athletics Department for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension Coach shall not be entitled to receive any compensation, benefits or any other payments under this Agreement, except for only the benefits provided under paragraphs # 2 and # 3.4 of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, if Coach is fined by the SEC or NCAA for conduct attributable to Coach or assistant coaching staff, Coach shall be solely responsible for payment of the fine. In the event this agreement is terminated by either party, with or without cause, UKAD shall collect the fined amount as it would any other unpaid obligation of employee.


10. Other employment. Except as provided in Section 7.2, Coach agrees not to personally or through any agent actively seek, negotiate for, or accept other employment of any nature during the term of this Agreement without first having advised the Head Coach and Director of Athletics of the intention to do so.

11. Personal Services.

11.1 Coach hereby represents to have special, exceptional, and unique knowledge, skill, and ability as football coach which, in addition to future acquisitions of coaching experiences at the University, as well as the University's special need for continuity in its football program, will render Coach's services unique. Coach recognizes that the loss of Coach's services to the University, without University approval and release, prior to the expiration of the term of this Agreement or any renewal thereof, would cause an inherent loss to the University which cannot be estimated with certainty, or fairly or adequately compensated by money damages.

IN WITNESS WHEREOF, Coach and the authorized representative of the University have executed this Agreement below.

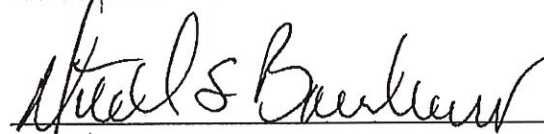
FOR COACH



Employee/Coach

12/12/22
Date


FOR THE UNIVERSITY



Mitchell S. Barnhart

12/12/22
Date

Director of Athletics



Office of the President

12/12/22
Date



Digitally signed by
Shannan Stampler
Reason: Reviewed for
form and legality
Date: 2022.12.11
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