

SEPARATION AGREEMENT WITH WAIVER AND RELEASE

This Separation Agreement with Waiver and Release ("Separation Agreement") is entered into between Jeffrey P. Long ("Jeff Long") and the University of Kansas ("the University") (collectively, the "Parties").

RECITALS

WHEREAS, Jeff Long was employed as the Athletics Director at the University on August 1, 2018, as memorialized in an Employment Agreement effective that same date ("Employment Agreement").

WHEREAS, the Parties have mutually agreed that it is in the best interests of the Parties to terminate the Employment Agreement.

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the University and Jeff Long agree as follows:

AGREEMENT

1. Consideration

In exchange for Jeff Long's agreement to terminate the Employment Agreement effective March 10, 2021 and to accept the terms and conditions in this document, the Parties agree as follows:

- A. Jeff Long will receive all regular monthly salary payments and employee benefits earned through the end of March. All salary payments and employee benefits end on March 31, 2021.
- B. University agrees that it also will pay Jeff Long the following Settlement Payment of One Million Three Hundred Seventy-Five Thousand Dollars (\$1,375,000.00), to be paid in monthly payments as set forth below, in accordance with normal payroll schedule, subject to applicable state and federal tax deductions:

	Monthly Payment
April 2021	\$125,000.00
May 2021	\$125,000.00
June 2021	\$125,000.00
July 2021	\$125,000.00
August 2021	\$125,000.00
September 2021	\$125,000.00
October 2021	\$125,000.00
November 2021	\$125,000.00
December 2021	\$125,000.00

January 2022	\$125,000.00
February 2022	\$125,000.00
TOTAL	\$1,375,000.00

The Parties further agree (i) these separation payments are the full and final amount owed to Jeff Long and he shall have no claim to any additional compensation or payments; (ii) Jeff Long shall have no duty of mitigation; and (iii) these separation payments shall not be subject to offset by any compensation, wages, earnings, or payments received by Jeff Long after March 31, 2021.

2. General Waiver and Release

Except for the rights and obligations created by this Separation Agreement, Jeff Long for now and evermore waives and releases any and all claims, known or unknown, arising on or before the Effective Date of this Separation Agreement, that he has or might have against Kansas Athletics Inc., the University of Kansas, the State of Kansas, and all of their officers, affiliates, employees, representatives and agents, as well as all of their respective past and present affiliates, officers, employees, representatives and agents (collectively "Released Parties"), subject only to the exceptions identified below and in Section 3 of this Separation Agreement regarding Claims Not Waived and Released. These waived and released claims include but are not limited to: (i) claims that in any way relate to Jeff Long's employment, separation from employment, and other dealings of any kind with any Released Party or Parties; (ii) claims of unlawful discrimination, harassment, retaliation, or other alleged violations arising under the United States and Kansas constitutions, Titles VI and VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act of 1963, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Jobs for Veterans Act of 2002, the Kansas Acts Against Discrimination, 42 USC §1981, 42 U.S.C. § 1983, 42 U.S.C. §1985, U.S.C. § 1988, the Employee Retirement Income Security Act ("ERISA"), inclusive with COBRA, K.S.A. §44- 1001, et seq., or any other state, federal, or local law, statute, public policy, order, ordinance, or regulation; (iii) claims of wrongful discharge, tort, defamation, misrepresentation, fraud, detrimental reliance, breach of alleged contractual obligations, negligence, and of public policy; and (iv) claims for monetary damages, other personal recovery or relief, costs, expenses, and attorneys' fees of any kind. Notwithstanding the foregoing, Jeff Long will remain fully vested in any retirement account(s) already earned and accrued, and will remain eligible for COBRA insurance coverage to the extent allowed by law.

Athletics, the University of Kansas, and their officers, affiliates, employees, representatives and agents, as well as all of their respective past and present affiliates, officers, employees, representatives and agents, waive and release any and all claims, known or unknown, arising on or before the Effective Date of this Separation Agreement, that they have or might have against Jeff Long, subject only to the exceptions identified below and in Section 3 of this Separation Agreement regarding Claims Not Waived and Released.

The Parties hereto agree not to initiate any legal proceedings related to any matters released in this Separation Agreement. Nothing in this Separation Agreement prevents Jeff Long from filing a charge of discrimination with the United States Equal Opportunity Commission or any other federal, state, or local agency, or from otherwise participating in any investigation or other proceeding involving such an agency.

By signing this release, the Parties are waiving their right to recover any monetary or other damages and/or attorneys' fees in any claim or lawsuit brought or related in any way to claims released by this Separation Agreement. The Parties understand and agree that this Separation Agreement may be used as an affirmative defense and complete bar to any claim, lawsuit, charge, or any other type of action that any Party, or someone on his or its behalf, may file asserting claims released by this Separation Agreement.

3. **Claims Not Waived and Released**

The only claims not waived and not released in this Separation Agreement are: (i) claims arising after the date Jeff Long signs this Separation Agreement; (ii) any claim that, as a matter of law, cannot be waived; and, (iii) rights and obligations that are specifically described and provided for in this Separation Agreement.

4. **Non-Admission**

Nothing in this Separation Agreement constitutes or shall be portrayed or regarded as an admission of any wrongdoing, fault, violation, liability, or unlawful activity by any of the Parties to this Separation Agreement.

5. **Severability**

In the event that any portion of this Separation Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid and unenforceable portion shall be construed or modified in a manner that gives force and effect, to the fullest extent possible, to all other portions of this Separation Agreement. If any invalid or unenforceable portion of any provision in this Separation Agreement cannot be construed or modified to render it valid and enforceable, that portion shall be construed as narrowly as possible and shall be severed from the remainder of this Separation Agreement, and the remainder of this Separation Agreement (including the remainder of the section, paragraph, subparagraph, sentence, or provision containing any invalid or unenforceable words) shall remain in effect to the fullest extent possible.

6. **Periods to Consider this Agreement and Revoke**

Jeff Long agrees that he was given a reasonable period of time to review and that he has obtained counsel Grant Fortson, from the law firm Lax Vaughan Fortson Rowe & Threet, PA, to decide whether to sign the Separation Agreement. To the extent that he has signed the Separation Agreement, he has done so knowingly and voluntarily.

7. **No Revocation**

The Parties understand and agree that once a Party signs this Separation Agreement, such Party cannot change his or its mind. The Separation Agreement is complete and cannot be withdrawn.

8. **Governing Law**

This Separation Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this Separation Agreement, or Jeff Long's employment with the University, shall reside only in the federal or state courts of Kansas, and the parties consent to personal jurisdiction and venue in the State of Kansas.

9. **Complete Agreement**

This Separation Agreement constitutes the Parties' entire agreement and cancels, supersedes, and replaces any and all prior proposals, understandings, and agreements (written, oral, or implied) regarding all matters addressed herein, including without limitation the Employment Agreement. The terms of this Separation Agreement may not be altered or modified except by written agreement between Jeff Long and the University. In connection with this Separation Agreement's acceptance and execution, neither Jeff Long nor the University is relying on any representation or promise that is not expressly stated in this Separation Agreement.

10. **Binding Agreement**

The Parties agree and represent that he or it has completely and carefully read this Separation Agreement, fully understand its terms, and voluntarily without being under duress accept these terms of his or its own free choice. Each Party agrees that he or it has the legal capacity to enter into this Separation Agreement and has had to opportunity to consult with an attorney before signing this Separation Agreement, or knowingly and voluntarily chosen not to consult with an attorney. This Separation Agreement will inure to the benefit of Jeff Long's heirs and successors.

11. **Open Records and Confidentiality**

Jeff Long understands that the University is subject to the Kansas Open Records Act, and that it may be required to disclose this Separation Agreement in response to an Open Records Act request. Jeff Long agrees to disclose this Separation Agreement or the existence of such agreement. Jeff Long does not authorize the release of his confidential and private medical information, or any other information not required to be released by the University under the Kansas Open Records Act. The University further agrees that it will not release information pertaining to Jeff Long on a voluntarily basis (*i.e.*, if such disclosure is not required by the Kansas Open Records Act).

12. Breach: Notice: Opportunity to Cure.

In the event that a Party breaches a material term of this Separation Agreement, the non-breaching party shall provide notice in writing, describing the nature of the breach. The allegedly breaching party will thereafter have fourteen (14) days to cure the breach. If such breach is not cured within the fourteen (14) day period following notice, then the non-breaching party shall be entitled to the remedies provided for by law arising out of the breach, including but not limited to damages and injunctive relief.

13. No Work Related Injuries

Jeff Long acknowledges and represents he has no intention of filing a workers' compensation claim and does not believe he has suffered or sustained any injury or illness in his work for Released Parties that would give rise to a claim under worker's compensation law beyond those he is releasing in connection with this Separation Agreement.

14. NCAA Violations

Jeff Long acknowledges and warrants that he has reported all known NCAA violations, if any, to Kansas Athletics Compliance. Jeff Long agrees that if requested by the University, he will participate in providing testimony related to NCAA proceedings provided that the University provides counsel of Jeff Long's selection.

Each Party has read this Separation Agreement, including the waiver and release it contains, and understands all of its terms. Each Party is executing this Separation Agreement voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, the Parties have caused this Separation Agreement to be executed on the dates set forth below, effective upon the execution by both parties:

[SIGNATURES APPEAR ON NEXT PAGE]

JEFFREY P. LONG

By: 
Jeffrey P. Long

3/10/2021
Date

UNIVERSITY OF KANSAS

By: 
Douglas A. Girod
Title: Chancellor, The University of Kansas

3/10/2021
Date