



March 20, 2022

Jerome Tang  
1212 Ridgeview Circle  
Hewitt, TX 76643

Dear Jerome:

On behalf of K-State Athletics, Inc. (KSA), I would like to formally offer you the position of Head Men's Basketball Coach. The basic terms of this offer follow, and K-State Athletics, Inc. will offer you a formal contract within 30 days with a potential start date of March 25, 2022. This offer of employment is contingent upon a successful background check, approval of a final agreement by the KSA Board, and your ability to provide satisfactory documentation verifying your eligibility to work for K-State Athletics, Inc. in the above-mentioned position. Kansas State University encourages all employees to be vaccinated against COVID-19. While the University is not under a vaccine requirement at this time, please know that a requirement may be issued in the future which may require all employees to be vaccinated. Employees are expected to adhere to all university policies related to COVID-19. The University will be requesting original documentation of your eligibility to work. You will report directly to the Director of Athletics, who will determine your duties and responsibilities. Your compensation and benefits package will be as follows:

- ♦ A full-time, exempt (salaried), local agency position with an annual base salary of:
  - \$2,100,000 for 2022-2023
  - \$2,200,000 for 2023-2024
  - \$2,300,000 for 2024-2025
  - \$2,400,000 for 2025-2026
  - \$2,500,000 for 2026-2027
  - \$2,600,000 for 2027-2028paid in accordance with the University's normal payroll procedures, which are subject to applicable deductions and withholdings for state, local, and federal taxes;
- ♦ If KSA terminates Coach Tang's employment without cause KSA will pay Coach Tang one of the amounts, as set forth below, to correspond with the contract years remaining at the time of termination. Such amounts are not cumulative.
  - If terminated with four or more contract years remaining, KSA will pay Coach \$7,350,000 (75% of remaining contract)
  - If terminated with three contract years remaining, KSA will pay Coach \$5,025,000 (67% of remaining contract)
  - If terminated with two contract years remaining, KSA will pay Coach \$2,550,000 (50% of remaining contract)
  - If terminated with one contract year remaining, KSA will pay Coach \$1,000,000 (last year contract)
- ♦ Coach recognizes that his promise to work for KSA for the entire term of the agreement is the essence of the agreement. Coach also recognizes that KSA is making a highly valuable investment in his continued employment by entering into the agreement and that their investment would be lost if Coach resigns or otherwise terminates his employment prior to the expiration of the agreement. The parties agree that Coach may nevertheless terminate his employment under the agreement prior to its normal expiration by giving the Athletic Director advance confidential written notice of the resignation of his employment and by paying to KSA one of the amounts, as set forth below, to correspond with the number of contract years remaining at the time of the termination.

Five or more contract years: \$5,000,000  
Four contract years: \$4,000,000  
Three contract years: \$3,000,000  
Two contract years: \$2,000,000  
One contract year: \$1,000,000



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- ◆ K-State Athletics agrees to pay the current buyout owed to Baylor University.
- ◆ You will agree that throughout your employment, you will educate yourself about and observe all policies and practices governing the conduct of our business and employees;
- ◆ KSA group health insurance and voluntary payroll deduction programs effective [REDACTED] 1, 2022;
- ◆ Term life insurance, long-term disability, and accidental death and dismemberment insurance per KSA's benefit plan will be paid by KSA effective [REDACTED] 1, 2022;
- ◆ Leave and retirement benefits per KSA's leave and retirement plans;
- ◆ A cell phone for business use;
- ◆ A car allowance of \$576.93 per pay period, and a \$4000 vehicle insurance stipend paid annually in August, both in accordance with the University's normal payroll procedures, which are subject to applicable deductions and withholdings for state, local, and federal taxes (multiply the biweekly rate by 26 for a 12-month figure); car allowance is subject to KSA policy;
- ◆ Corporate credit card for business use only;
- ◆ Moving expenses to include:
  1. KSA will reimburse up to \$20,000 directly to a professional moving company approved by KSA for the following approved moving expenses:
    - a. Professional Moving Company: Moving costs for household goods to include packing, transportation, and delivery of household goods from one current residence to one residence the Manhattan, Kansas area – additional stops to pick-up or drop-off items are not reimbursable expenses. KSA also does not consider expenses to move vehicles or home-based businesses, unpacking (except beds, large appliances, or special crated items), or disposal of moving materials to be allowable expenses, OR
    - Self-Moving: Moving truck or tow trailer rental, reasonable packing materials (cardboard boxes--no plastic/metal bins or wardrobes, etc), fuel receipts for moving truck or .50/mile for personal vehicle, and highway tolls (receipts required).
    - b. Storage costs with the professional moving company if using, or a private storage company if moving yourself for household goods for up to 60 days, if a residence has not been located at time of your move.
    - c. Move must take place within one year of employment start date on Initial Term Appt.
  2. If you are legally married, KSA will reimburse one of the following:
    - a. One reasonably priced round-trip flight OR round-trip driving miles at .50/mile and highway tolls (receipts required) to return to your residence to help your family move to Manhattan, Kansas; OR
    - b. One reasonably priced round-trip flight OR round-trip driving miles at .50/mile and highway tolls (receipt required) for spouse to come to Manhattan, Kansas, to look for a home.
  3. KSA will reimburse you for road mileage and highway tolls (receipt required) to drive one vehicle one-way from your current residence to Manhattan, Kansas, one time.
- ◆ Temporary housing of employer's choice at Jardine Apartments (no pets allowed) or a local Manhattan-area hotel (single queen/king or double queen room) for a maximum of 60 nights if a Manhattan area residence is not available or ready at the time of hire. Any personal charges and/or pet fees are your responsibility to pay directly to the hotel or Jardine apartment office at the time of your stay.

This benefit is available until [REDACTED]. You will be contacted by our Director of Human Resources regarding your temporary housing needs;



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- ♦ If you terminate your employment with K-State Athletics, Inc. (KSA) before completing 12 full months of employment with our organization, you agree to reimburse KSA for all costs associated with your move to the Manhattan, Kansas, area that were either paid or reimbursed to you by KSA. These costs include but are not limited to moving and storage costs of your household items, and travel and temporary housing costs for you and/or your family while locating a local residence.
- ♦ Golfing privileges at Colbert Hills subject to KSA policy; and
- ♦ Comp tickets to home athletic sporting events. The number of tickets to each event is determined annually by the athletics business office for you and your immediate family who are still living at home. These tickets are for personal use only and are not to be sold or bartered. This benefit is considered a taxable income benefit.

**IMPORTANT:** All of your move-related expenses (including hotel accommodations) either paid directly by KSA or reimbursed to you are now considered a taxable-income benefit by the IRS and will be subject to applicable income tax withholdings for state, local, and federal taxes.

While this offer letter does not represent an enforceable contract, a formal contract incorporating the above terms will be presented to you in the coming days with the intent of reaching a final agreement as soon as possible.

Jerome, I look forward to you becoming a part of our K-State Athletics team!

Sincerely,

Gene Taylor  
Director of Athletics

I, Jerome Tang, acceptance the above offer.

Jerome Tang



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