

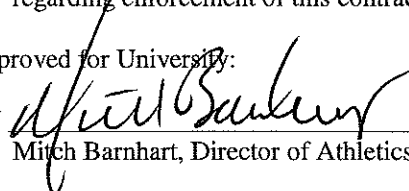
**UNIVERSITY OF KENTUCKY
ASSISTANT COACH
EMPLOYMENT AGREEMENT**

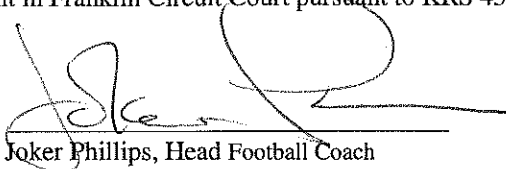
THIS EMPLOYMENT AGREEMENT is effective as of the **3rd day of January, 2012** between the UNIVERSITY OF KENTUCKY ("UK") and **Michael Summers** ("Coach").

1. UK hereby employs **Michael Summers** as an Assistant Football Coach to assist Head Coach in coaching the sport of Football at UK.
2. Term. The employment of the Assistant Coach shall begin on the **3rd day of January, 2012**, and continue through **June 30th, 2014**.
3. Duties and Responsibilities. Coach hereby accepts employment with UK as an Assistant Football Coach and agrees to execute the duties and responsibilities of the position as directed by the Head Coach and the Director of Athletics.
 - a. Coach agrees to perform his duties in full compliance with all current and amended UK, Southeastern Conference (hereinafter the SEC), and National Collegiate Athletics Association (hereinafter the NCAA) regulations, rules and bylaws.
 - b. Coach agrees to avoid conduct that would embarrass the University or cause harm to the reputation of the University
 - c. Coach agrees to act in the best interests of UK's student athletes.
 - d. Pursuant to NCAA Bylaw 12.2.1, if 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.
 - e. Coach agrees to comply with UK Human Resources Policy and Procedure Administrative Regulations and their amendments.
4. Compensation. Coach's annual base salary shall be Two Hundred Eighty Three Thousand Dollars (**\$283,000**). Beginning **July 1, 2012**, Coach's annual base salary shall be Two Hundred Ninety Three Thousand Dollars (**\$293,000**). During the term of this Agreement, Assistant Coach and his/her eligible dependents shall be eligible for the standard employee benefits (health care, retirement, life insurance, etc.) as set out in the UK Human Resources Policy and Procedure Administrative Regulations. Assistant Coach shall be entitled to vacation leave, subject to approval of Head Coach. Vacation leave does not accrue. Benefits based on salary shall be calculated using the annual base salary.
5. Tickets. Coach shall be provided, without charge, two (2) men's basketball tickets for each University home men's basketball game and four (4) football tickets for each University home football game. Such tickets may not be resold or exchanged for anything of value by Coach.
6. Incentive Compensation In the event the University's Football Team wins the SEC Eastern Division, the SEC Championship, participates in a Non-Bowl Championship Series bowl, or participates in a Bowl Championship Series bowl, Coach will, in any given year in which at least one of the aforementioned events occurs, receive, in addition to his/her regular base salary of that year, a performance supplement of an amount that equals the highest financial incentive offered as listed below:
 - a. SEC Eastern Division Championship – an incentive bonus equal to 1 month salary
 - b. SEC Championship – an incentive bonus equal to 2 months salary
 - c. Non-Bowl Championship Series bowl which results in a payout less than \$2.5M – an incentive bonus equal to 1 month salary
 - d. Non-Bowl Championship Series bowl which results in a payout of at least \$2.5M – an incentive bonus equal to 1 ½ months salary
 - e. Bowl Championship Series – an incentive bonus equal to 2 months salaryThe incentive bonuses listed above shall not be cumulative, and Coach shall not be entitled to more than a single bonus in any one year. By way of illustration, if Coach's team wins the SEC Eastern Division Championship and also participates in the a non-Bowl Championship Series bowl which results in a payout of at least Two and One Half Million Dollars, Coach shall receive a single incentive bonus equal to 1 1/2 months salary.

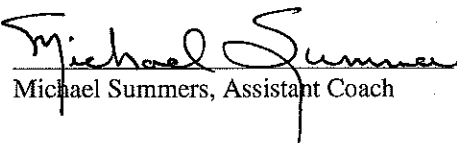
7. Termination. Coach's employment shall be governed by current UK Human Resources Policy and Procedure Administrative Regulations and as they are amended from time to time. Coach may be terminated prior to the expiration of the Contract term:
- a. Without cause for the convenience of UK;
 - b. Performance is determined unsatisfactory, deficient, not consistent with the duties assigned in numerical paragraph 3 herein, or not consistent with the goals and objectives of the program as determined by the Head Coach;
 - c. Violations of SEC or NCAA regulations or bylaws; or,
 - d. Misconduct as set out in UK Human Resources Policy and Procedure Administrative Regulations.
 - e. Engaging in conduct that would embarrass the University or cause harm to the reputation of the University or engaging in conduct that harms or threatens to harm the welfare of a student-athlete.
 - f. The termination of this contract shall not give rise to a cause of action for consequential damages or similar legal theory.
8. In the event the Head Coach's employment ceases for any reason, this contract will be honored until the Assistant Coach finds any other employment, receives unemployment benefits or this contract expires, whichever comes first.
9. 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's policy related to outside income and benefits applicable to all full-time or part-time employees.
10. This Contract contains the entire agreement between the parties regarding the employment of Coach and supersedes any and all prior oral or written agreements between them regarding such employment.
11. Modification. This Contract may be modified only in writing, signed by both parties hereto.
12. Governing Law. This Contract shall be governed by the laws of the Commonwealth of Kentucky. Any action regarding enforcement of this contract shall be brought in Franklin Circuit Court pursuant to KRS 45A.245.

Approved for University:

BY 
Mitch Barnhart, Director of Athletics

BY: 
Joker Phillips, Head Football Coach

DATE: 1-17-12


Michael Summers, Assistant Coach