

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

HEAD COACH – WOMEN’S BASKETBALL DEPARTMENT OF INTERCOLLEGIATE ATHLETICS UNIVERSITY OF NEBRASKA-LINCOLN

This Second Amended and Restated Employment Agreement (“Agreement”) is made and entered into this March 20, 2024 (“Effective Date”) by and between the **Board of Regents of the University of Nebraska** (“University”), a public body corporate, on behalf of the Department of Intercollegiate Athletics at the University of Nebraska-Lincoln (“Athletics”), and **Amy M. Williams** (“Coach”), an individual, hereinafter referred to collectively as the Parties. This Agreement amends and restates, in its entirety, and replaces the First Amended and Restated Employment Agreement executed on or about July 25, 2023.

Recitals

- A. The University currently employs the Coach as Head Coach in its Athletics’ Women’s Basketball program pursuant to a contract executed on or about July 25, 2023. Under the terms of that employment contract, Coach is to remain employed as Head Coach through April 30, 2027.
- B. The Parties now want to modify Coach’s employment contract in the manner set forth within this Agreement.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Appointment and Term.** Upon the execution of this Agreement, the Coach shall continue to serve as the Head Coach of Athletics’ Women’s Basketball program (“Program”). This appointment shall be a full-time, all-year special appointment as a member of the University’s academic-administrative staff. Except to the extent specifically modified by the terms of this Agreement, the terms and conditions of the Coach’s appointment shall be defined in accordance with the University’s Board of Regents Bylaws (“Bylaws”) addressing the rights, responsibilities, and employment terms of academic-administrative staff, which are incorporated herein by reference, as well as all applicable University and Athletics policies, practices, and procedures. Unless the Agreement is terminated earlier by either Party pursuant to other provisions of this Agreement, the Coach’s employment as the Head Coach shall continue until April 30, 2029, or the date through which the Agreement has been extended pursuant to Section 10 of this Agreement.
2. **Compensation and Benefits.** The University shall continue to pay the Coach an annual, gross salary of seven hundred fifteen thousand dollars (\$715,000), less all required and authorized deductions, to be paid in twelve (12) equal, monthly installments in accordance with the University’s policies governing salary payments to members of its all-year academic-administrative staff. Effective May 1, 2024, the Coach’s annual, gross salary will be increased to nine hundred fifty thousand dollars (\$950,000), less all required and authorized deductions. Thereafter, the Coach’s annual, gross salary (less all required and authorized deductions) shall be as follows:

<u>Contract Year</u>	<u>Base Salary</u>
May 1, 2025 through April 30, 2026	\$975,000
May 1, 2026 through April 30, 2027	\$1,000,000
May 1, 2027 through April 30, 2028	\$1,025,000
May 1, 2028 through April 30, 2029	\$1,050,000

Each of these amounts shall be considered Coach’s annualized “Base Salary” under this Agreement for the relevant time periods described above. This Base Salary may be adjusted accordingly if the Coach’s appointment becomes less than full time. In addition, the University can adjust the Coach’s Base Salary if the sports season is shortened or not played due to exigent circumstances beyond the control of the University, such as a pandemic. The University, within its sole discretion, may raise the Coach’s annualized Base Salary from time-to-time during the term of this Agreement without the need for a formal, written amendment to the Agreement. The Coach shall be eligible to receive all the fringe benefits that the University offers to its academic-administrative staff members, as well as any additional fringe benefits that may be approved by the Athletic Director. Except to the extent expressly provided otherwise within this Agreement or required by law, the University’s obligation to compensate and provide fringe benefits to the Coach shall cease immediately upon the termination of the Agreement.

3. **Bonuses.** In addition to the Coach’s annual salary referenced in the preceding provision, the Coach will be eligible to receive bonuses if the Program meets certain levels of athletic achievement. The amounts of any such bonuses and the circumstances under which such bonuses will be granted are currently defined within the attached **Appendix A** to this Agreement, which is incorporated herein by this reference. Any bonuses granted to the Coach will be treated as income and, accordingly, will be subject to all required withholdings and will be reported on the Coach’s W-2 income tax form.

4. **Family Travel Supplement.** Throughout the term of this Agreement, the University will pay the reasonable travel expenses of, and the game tickets, for Coach’s husband and dependent children to travel with her and the women’s basketball team to attend eight (8) regular away games (as selected by Coach), as well as all post-season tournament games, during each basketball season. If such travel will result in the University incurring an unreasonable expense, the University will arrange and pay for an alternative mode of travel for Coach’s husband and dependent children that is mutually acceptable to the Parties. The fair market value of this travel and the cost of any tickets purchased by the University on behalf of Coach’s immediate family will be treated as income to her and will be subject to all required withholdings, unless the travel of Coach’s husband is to allow him to attend a function at the request of or on behalf of the University.

5. **Income through Outside Activities.**

- (a) The Coach shall not engage in any activity outside the University for which the Coach will receive any form of remuneration based in whole or in part on the Coach’s status of being the Head Women’s Basketball Coach without the advance, written approval of the Director of Intercollegiate Athletics (“Athletic Director”) and the Chancellor at the University of Nebraska-Lincoln, for which approval will not be unreasonably denied. This provision applies without limitation to all endorsements and similar affiliations between the Coach and any business, product, service or event, regardless of whether for a commercial or charitable purpose. Any endorsements that are approved in advance must comply with the University’s Board of Regents’ Policy 3.3.9, which is incorporated herein by reference. The Coach shall not engage in any activity that is inconsistent with the terms of any of the multi-media agreements or grants of rights entered into or provided by Athletics, including without limitation those agreements assigning certain rights to Athletics sponsorships, to Coaches’ radio and television shows, and to the promotion and

marketing of Athletics. Any activity by the Coach that is approved in advance by the Athletic Director and the Chancellor will be presumed to be consistent with these multi-media rights agreements.

- (b) The Coach is permitted to organize and conduct athletic schools, camps, and clinics (hereinafter collectively referred to as “camps”) on University premises, and will be entitled to retain or distribute to assistant coaches or other staff all proceeds arising therefrom, provided that those camps are conducted in accordance with all requirements imposed by the University on camps, including without limitation the scheduling of such camps and the payment of all requisite fees and charges for the use of University facilities, materials, and services by those camps. This authorization extends as well to each assistant coach under the Coach’s supervision and will remain effective throughout the term of this Agreement.
- (c) In accordance with University and Athletics policies, as well as National Collegiate Athletic Association (“NCAA”) regulations, the Coach shall file a personal financial statement annually with the Athletic Director, on a date and in a format determined by the Athletic Director or a designee. This financial statement shall identify all income that the Coach has obtained from sources both within and outside the University for athletics-related activities.

6. **Duties.** As the Head Women’s Basketball Coach, the Coach shall perform all duties necessary for the supervision and administration of the Program. In carrying out those duties, the Coach shall report to and be accountable directly to the Athletic Director. The Coach lacks any authority to bind the University with respect to transactions or ventures of any kind with any athletic booster or booster organization, except as may be expressly authorized in advance and in writing by the Athletic Director, but may interact with any third parties so long as Coach complies with her obligations under this Agreement in connection with such interactions, including compliance with all Applicable Rules (defined below). In addition to all other obligations contained within this Agreement, the Coach agrees to each of the following:

- (a) To adhere to the University’s standards and policies for the academic performance of its student-athletes in terms of the recruitment, supervision and coaching of such athletes, as part of the Coach’s recognition that the academic progress and achievement of student-athletes is of the highest importance;
- (b) To faithfully and conscientiously perform assigned duties associated with the position of Head Women’s Basketball Coach and to maintain the high ethical and moral standards expected of all University coaches;
- (c) To devote full professional attention and efforts to promoting the Program and fulfilling all necessary coaching responsibilities and duties;
- (d) To not engage in any business or professional activities or pursuits that may conflict with the Coach’s duties and responsibilities under this Agreement;
- (e) To safeguard the health, safety and welfare of each student athlete within the Program, including supporting the medical decisions and recommendations of medical and training personnel assigned by the University to care for the health and wellbeing of the Program’s student-athletes, to take all necessary steps to prevent or avoid any harm occurring to a student athlete, to treat each student athlete in a professional and responsible manner, and

to ensure that all others within the Program or under the Coach's supervision do the same; and

- (f) To perform all other duties that may be assigned related to your position of Head Women's Basketball Coach, and adhere to all directives that may be issued, from time-to-time by the Athletic Director or other authorized University officials to benefit the University, Athletics and their respective programs and missions, including without limitation radio appearances, appearances on Athletics' HuskerVision Television produced coaches shows, and other sponsorship/development support. (A current copy of the Athletics' Policy on HuskerVision Television Productions is attached to this Agreement as **Appendix B** and is incorporated, as it may be modified from time-to-time, herein by this reference.)

7. **Strict Compliance with all Applicable Laws, Rules and Regulations.** The Coach shall perform the duties of the Head Coach in strict compliance with (a) the constitution, bylaws, rules, and regulations of the NCAA, (b) the rules and regulations of the Big Ten Conference ("Conference"), (c) all applicable rules and regulations of the University, (d) the rules and regulations of any successor organizations to those named above, and (e) all applicable federal, state and municipal laws (hereinafter collectively referred to as "Applicable Rules"). The University may place the Coach on administrative leave pending an investigation into any allegations that the Coach has violated any of the Applicable Rules. If an investigation reveals that the Coach has violated any of the Applicable Rules either during or preceding the Coach's employment with the University, the University may take whatever disciplinary or corrective action against the Coach that it deems appropriate, including without limitation suspension without pay or termination of employment in accordance with Section 12 of this Agreement.

8. **University Property.** All property that is provided to, or developed or acquired by, the Coach as part of or in conjunction with the Coach's employment by the University, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of the University. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that the Coach may have access to or come into possession of during employment. Excluded from this provision are the Coach's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Coach may retain. The Coach shall be required to return to the University all University property remaining in the Coach's possession within ten (10) calendar days following the termination or separation of the Coach's employment with the University for any reason.

9. **Confidential Property.** The Coach will have direct and indirect access to the University's confidential business information, trade secrets, intellectual property, proprietary information, and other information protected from disclosure under federal and state law ("Confidential Information"). Throughout the Coach's employment with the University, and at all times thereafter, the Coach shall not disclose the University's Confidential Information to any third parties unless required to do so by law, unless absolutely necessary to fulfill the duties of a Head Coach, or unless directed to do so by the Athletic Director, the University's President, or the University's Board of Regents. If the Coach receives any legal demand to disclose Confidential Information, including without limitation through an order of a court or administrative agency, a subpoena, or a valid public records request, the Coach shall promptly notify the Athletic Director and the University's General Counsel of the demand.

10. **Performance Evaluation and Continuation of Employment.** The Coach shall be expected to perform the duties and responsibilities of a Head Coach in a professional, competent, and diligent manner that conforms to the University's and the Athletics' expected performance and conduct standards. The Coach's performance of those duties and responsibilities shall be evaluated annually by the Athletic Director. Based on that evaluation, the Athletic Director within his or her discretion, and with the advance

approval of the Chancellor and to the extent necessary the University's President, may elect to extend or renew the term of this Agreement by one or more years. Any such extension or renewal must be set forth in a written addendum or modification to this Agreement that is executed by both the Coach and an authorized representative of the University.

11. Resignation and Pursuit of Other Employment.

- (a) Unless the Coach has been provided a notice of termination in accordance with the other provisions of this Agreement, neither the Coach nor anyone acting on the Coach's behalf shall engage in any discussions or negotiations with any other prospective employer without notifying and obtaining the express prior approval of the Athletic Director in advance of those discussions or negotiations. The Coach understands that on-going rumors or media reports of such negotiations are damaging to the Program and the Parties expressly agree that time is of the essence as to this provision and the same shall be strictly construed.

- (b) Any attempt by the Coach to resign during the regular season or prior to any post-season competition of the Program shall become effective only upon the Athletic Director's written acceptance of the resignation. If the Coach resigns prior to the completion of the Agreement's term to accept other employment that is related to either college or professional basketball, the University will incur damages that will be uncertain and not susceptible to exact computation. The Parties, therefore, agree that Coach shall be liable to the University in the form of liquidated damages. The amount of those liquidated damages will be determined based on when during the term of the Agreement Coach resigns her employment with the University. Coach will be required to pay liquidated damages in one of the following amounts should she elect to resign her employment with the University to accept other employment related to college or professional basketball:

<u>Date University is Informed of Coach's Resignation</u>	<u>Amount Owed</u>
Effective Date through April 30, 2025	\$2,000,000
May 1, 2025 through April 30, 2026	\$1,500,000
May 1, 2026 through April 30, 2027	\$1,000,000
May 1, 2027 through April 30, 2028	\$500,000
May 1, 2028 through April 30, 2029	\$0

Such liquidated damages payment shall be made within sixty (60) days following the effective date of the Coach's resignation. The receipt of these liquidated damages from Coach will be the sole remedy available to the University for any harm caused by Coach's resignation during the term of the Agreement. The Parties have bargained for and agreed to this liquidated damages provision, giving consideration to the special personal talents that the Coach brings to the Program that cannot be easily replaced, the critical importance of stability to the success of the Program, the substantial disruption to the Program that will result from the Coach's resignation, the significant costs incurred by the University in conducting a search for another Head Coach, and the substantial expenditure of administrative resources in effectuating a change of coaching staff, all of which result in damages the amount, nature, and extent of which are difficult to determine and cannot be estimated with certainty. Accordingly, the Parties acknowledge and agree that the amount of liquidated damages payable to the University under this provision is fair and reasonable.

- (c) In electing to resign prior to the completion of the Agreement term, the Coach shall forfeit any right the Coach may have under this Agreement or University policy to further compensation from the University following the effective date of the resignation, including without limitation any accrued, but unused, vacation or floating holidays. The forfeiture shall not include any final base salary paid for work previously performed, as well as earned but unpaid bonuses, incurred but unreimbursed expenses, or any compensation paid as part of a vested retirement benefit.

12. **Discipline and Termination of Employment.**

- (a) **Discipline and Termination of Employment for Cause.** The University may discipline, suspend or terminate the employment of the Coach for cause in accordance with Athletics' policy attached to and incorporated by reference into this Agreement as **Appendix C**, which has been approved by the Chancellor pursuant to Section 4.8.1 of the Bylaws. The University may amend this policy from time-to-time within its discretion, in which case the most current version of the policy will apply to and be incorporated into this Agreement and a copy of the amended policy will be provided to the Coach. The University also may terminate the Coach's employment at any time due to the bona fide discontinuation of a program or department or due to extraordinary circumstances because of financial exigencies, as conveyed in Sections 4.8.1, 4.16 and 4.17 of the Bylaws and the policies implementing those sections. As part of any termination of the Coach's employment, the Coach shall forfeit any right that the Coach may have under this Agreement or University policy to further compensation from the University following the effective date of termination, including without limitation any bonus that has not been earned prior to termination or any accrued, but unused vacation or floating holidays. This forfeiture shall not include any final base salary paid for work previously performed, as well as earned but unpaid bonuses, incurred but unreimbursed expenses, or any compensation paid as part of a vested retirement benefit. In no case shall the University be liable to the Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by the Coach as a result of the University's termination of the Coach's employment for cause.

- (b) **Reassignment and Termination of Employment Without Cause.**

- i. Because the position of Head Coach is unique and requires special skills and talents, the University may not reassign the Coach to another position without the Coach's prior written consent. The University may terminate the Coach's employment without cause by notifying the Coach either verbally or in writing of its intent to terminate the employment relationship within a specified time period determined by the University. Notwithstanding any provision of this Agreement to the contrary, the Coach's employment shall terminate on the date specified by the University in its notification, although the obligations regarding the payment and mitigation of the payments contained within this section of the Agreement shall survive. If the University exercises its right to terminate the Coach's employment without cause, the University will pay the Post-termination Payments (as defined below) for the number of full months remaining in the Term at the time of termination (the "Remaining Term").

- ii. Coach shall be entitled to receive Coach's Base Salary for the Remaining Term in substantially equal monthly installments and subject to all applicable withholdings, until the earlier of twenty-four months after the date of termination or the last day of the Term; provided, however, that any such payments scheduled to occur in the first three months following Coach's termination under this subsection shall not be paid until the last day of the third month after the date of termination.
- iii. If, on the date of termination, more than twenty-four months remain in the Term, the Coach shall be entitled to receive payment of deferred compensation in accordance with Section 457(f) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). Such deferred compensation shall consist of payment to the Coach of the Coach's Base Salary for the Remaining Term in substantially equal monthly installments, during the period beginning on the first day of the 25th month after the date of termination and ending on the last day of the scheduled term hereof. Tax withholding and reporting relating to the payments described in this Section 12(b)(ii) shall be made in accordance with the applicable provisions of the Internal Revenue Code.
- iv. If it is reasonably determined by the University, after discussion with the Coach and her advisors, that some or all of the monthly payments to be made to the Coach pursuant to Section 12(b)(i) will be taxable to the Coach prior to their scheduled payment dates, then, on the last day of the third month after the date of termination, the University shall make a single lump sum payment to the Coach in an amount to equal the Estimated Tax Amount, subject to all applicable withholdings. For this purpose, the "Estimated Tax Amount" means the amount that the University reasonably determines, based on the supplemental tax rates, is necessary for the Coach to satisfy all of her applicable federal, state and local income and employment tax obligations on amounts to be paid to the Coach pursuant to Section 12(b)(i) that are taxable in the calendar year of termination rather than in subsequent years in which the scheduled payment dates fall, except that the amount of any Estimated Tax Amount will not exceed the amount that is permissible as an accelerated payment of deferred compensation under Internal Revenue Code Section 409A. The University will offset and reduce the monthly payments of deferred compensation by the accelerated payment of the Coach's Estimated Tax Amount in equal or substantially equal monthly payments over the time period during which the Coach is to receive payments pursuant to Section 12(b)(i). This acceleration of payments to the Coach shall be accomplished through the reduction by the University of each monthly payment to be made under Section 12(b)(i) by an amount equal to the monthly amount determined pursuant to the preceding sentence of this Section 12(b)(iii); any such reduction shall be applied after the reduction for any compensation the Coach receives from other employment during the Remaining Term as described in Section 12(c). If, for any reason under this Agreement, the payments to be made to the Coach by the University under Section 12(b)(i) end prior to the time that the Estimated Tax Amount has been fully offset by the University through reductions of the payments to be made under Section 12(b)(i), then the remaining balance of the Estimated Tax Amount is subject to clawback by the University in a single lump sum payment on or before the date that the Coach's personal federal income tax return is due for the tax year during which such payments under Section 12(b)(i) end. Nothing contained herein shall be construed as a loan contrary to Nebraska State Constitution Article XIII-3.

- v. The payments described in Sections 12(b)(i), 12(b)(ii), 12(b)(iii) shall hereinafter be referred to collectively as the “Post-termination Payments” and the period during which such payments are made shall hereinafter be referred to as the “Post-termination Payment Period.” The Post-termination Payments shall fully compensate the Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships, or other supplemental or collateral compensation or benefits of any kind) and the Coach shall not be entitled to any further compensation and benefits under this Agreement.
 - vi. These Post-termination Payments comprise the total amount of compensation owed by the University to the Coach and encompass all other forms of compensation that may be due to the Coach under the terms of this Agreement or University policy including without limitation any accrued, but unused, vacation or floating holidays. If the Coach should die during the Remaining Term, the University’s obligation to pay any further installments shall cease on the last day of the month in which the Coach died.
 - vii. The Parties have negotiated and agreed to these Post-termination Payments. Based on the University’s agreement to pay these Post-termination Payments, the Coach will agree to waive and release the University, as well as all of its Regents, administrators, faculty, staff, employees, representatives, and agents from any and all claims or causes of action of any kind, whether known or unknown, arising out of or related to the Coach’s termination of employment, including without limitation any claims for any income or other benefits tied to the Coach’s employment. Upon the Coach’s termination of employment (other than for cause), the Coach will be presented with a draft release, which shall be subject to the parties’ mutual agreement, and if the Coach fails to execute the release prior to receipt of any Post-termination Payment, the University may delay payment of such Post-termination Payment (or payments, if additional Post-termination Payments come due) until such time as such release is executed. Notwithstanding the foregoing, in the event the NCAA or Conference finds, after Coach’s termination, that there was a significant, repetitive, or intentional violation of NCAA or Conference Rules either committed by the Coach or by a coach, employee, staff member, student-athlete for which the Coach has direct control or supervision with the Coach’s prior knowledge and consent or, which the Coach, in the exercise of reasonable diligence, should have known or prevented, and such violation results in the vacation of wins or other achievements for which the Coach has received an exceptional performance bonus hereunder, the University shall have the right to immediately require the Coach to refund the full amount of the bonus corresponding to any such vacated achievement.
- (c) **Mitigation of Damages.** The Coach shall have a duty to mitigate any damages that the Coach may sustain or incur based upon the termination of the Coach’s employment including without limitation any Post-termination Payments, by using the Coach’s best efforts to actively seek and obtain comparable employment within a reasonable period following that termination. The Coach shall provide the University on an ongoing basis with information relating to the efforts undertaken by the Coach to secure other employment and shall respond to any inquiries that the University may make relating to those efforts. If the Coach secures other employment of any kind or is engaged to provide a service of any kind (regardless of whether such employment or engagement constitutes comparable employment) during the Remaining Term, the Coach shall immediately share with the University in writing a description of the new position or engagement(s) and the total compensation that will be paid to the Coach, including, without limitation, salary,

deferred compensation, signing bonuses, stay bonuses, and other monetary income, but excluding employee non-monetary benefits derived from that employment or engagement, including without limitation, health and life insurance, club memberships, use of vehicles, or use of cell phones. If the compensation earned in the new position is less than what the Coach would have earned from the University during the Remaining Term, the University within its sole discretion may choose to pay the Coach the difference through either reduced monthly payments or through a lump sum payment that is paid either by the University or a third party. Specifically, the University may elect to compensate the Coach through either of the following two options:

- (1) The amount of any remaining monthly installments owed by the University to the Coach during the Remaining Term shall be reduced by the amount of the guaranteed gross monthly compensation that the Coach earns through the new employment or engagement; or
- (2) The present value of the total amount owed by the University to the Coach during the Remaining Term, using the 3-year Treasury Constant Maturity Rate, will be reduced by the amount that the Coach is calculated to earn during that same time period through the new employment or engagement and will be paid to the Coach in a lump sum payment, which will be treated as income to the Coach for income tax purposes and will be subject to all requisite withholdings.

The Coach agrees that, to the extent permitted by applicable law, the University reserves the right to reduce the Post-termination Payments due and owing if the amount of compensation received by the Coach in her subsequent employment or engagement appears contrived to rely upon payments to the Coach by the University (examples include, but are not limited to, if the Coach's new position apportions compensation so that it increases more than twenty percent (20%) per year or balloons after the University's payments to the Coach cease or if the Coach's new position pays below market rate during the years of the University's financial obligations to the Coach under this Agreement, in each case, without any circumstances reasonably justifying such increase above such threshold, such balloon, or such below-market compensation rate).

If the compensation that the Coach is calculated to earn in the new employment or engagement exceeds that which the Coach would have earned from the University during the Remaining Term, the University shall be relieved of any further obligations to compensate the Coach under this section of the Agreement.

13. **Interference with Athletics.** In the event of termination of this Agreement, the Coach agrees that the Coach will not interfere with the University's student-athletes or otherwise obstruct the University's or Athletics ability to transact business. If the Coach violates this provision, the Coach will not be entitled to any post-termination benefits, including any Post-termination Payments, and will be required to return any that have been disbursed.

14. **Incapacitation.** Should the Coach become unable to perform the duties of Head Coach for any reason, and such incapacitation continues for more than six (6) months in any twelve (12) month period, or if such incapacitation is permanent, irreparable or of such a nature as to make the performance of the Coach's duties impossible, then either Party may terminate this Agreement. Upon that termination, the respective rights, duties, and obligations of each Party under the Agreement shall cease, and each Party shall be released and discharged from the Agreement without further liability to the other, other than any final base salary paid for work previously performed, as well as earned but unpaid bonuses, incurred but

unreimbursed expenses, or any compensation paid as part of a vested retirement benefit. This provision, however, shall not apply to any liability the University may have to the Coach under the Nebraska Worker's Compensation laws or to any benefits that the Coach may be entitled to receive under any disability insurance coverage provided in whole or in part by the University.

15. **Non-Disparagement.** Following the cessation of the Coach's employment with the University for any reason, whether effectuated through a termination, resignation or the natural expiration of the Agreement's term, the Coach shall not make any written or oral statements to anyone disparaging, attacking or painting in a negative light the University or any of its campuses, colleges, schools, departments, divisions, regents, faculty, staff, students, stakeholders, services, programs, athletics or degrees.

16. **Tax Advice, Internal Revenue Code Section 409A.** The University will not provide tax advice to the Coach or the Coach's beneficiaries regarding the tax effects of this Agreement. The University encourages the Coach and the Coach's beneficiaries to consult with their own tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Section 409A and 457(f) of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent. Any reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A of the Internal Revenue Code, including, where applicable, the requirements that (a) any reimbursement is for expenses incurred during Coach's life, but in no event later than the expiration of the Term of this Agreement, (b) the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, (c) the reimbursement of an eligible expense will be made no later than the last day of the taxable year following the taxable year in which the expense is incurred, and (d) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

17. **Governing Law, Venue and Severability.** The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Agreement. Any dispute arising from or related to this Agreement shall be resolved in a court, administrative body, or other forum of competent jurisdiction located within the State of Nebraska. If any portion of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Agreement.

18. **Entire Agreement and Amendments.** This Agreement sets forth the entire agreement between the Parties relating to the University's employment of the Coach and supersedes all prior oral or written agreements, negotiations, discussions or understandings concerning that employment. The terms of this Agreement may only be altered, amended, waived or modified through a written addendum or modification signed by the Coach and an authorized representative of the University, with the exception that increases in salary or fringe benefits may be effectuated from time-to-time through official acts of the University without the need for written amendment or modification to this Agreement. In addition, except as expressly provided otherwise within this Agreement, no Party may assign any right or obligation created under this Agreement without the prior, written consent of the other Party. Because both Parties were afforded the opportunity to participate in the negotiation and drafting of this Agreement, this Agreement shall not be construed against any Party as the drafter of this Agreement. The recitals and the headings contained within this Agreement are for convenience only and are not intended to be substantive. This Agreement may be executed in one or more counterparts, and the counterparts will be construed together to constitute the fully executed Agreement.

19. **Public Record.** The Coach understands that information regarding, related to, or part of this Agreement is a public record as provided by the Nebraska public records statutes (Neb. Rev. Stat. §§ 84-712 to 84-712.09) and shall be made available by the University to the public for examination in accordance with the University's interpretation and application of Nebraska law. The Coach consents

to the public disclosure of this Agreement at the University’s discretion and, if requested, the Coach will cooperate with the University in the production of records responsive to a request.

AMY M. WILLIAMS REPRESENTS AND WARRANTS THAT SHE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS AGREEMENT, THAT SHE UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT, THAT SHE HAD AN OPPORTUNITY TO CONSULT WITH HER ATTORNEY THROUGHOUT THIS PROCESS, AND THAT SHE IS VOLUNTARILY ENTERING INTO THIS AGREEMENT WITHOUT DURESS OR COERCION OF ANY KIND.

In witness of this Agreement, both the Coach and authorized representatives of the University have executed the Agreement on the dates indicated below.

AMY M. WILLIAMS

By _____
Amy M. Williams Date

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By _____
Chris Kabourek Date
Interim President

APPROVED:

By _____
Dennis Leblanc Date
Interim Director of Athletics

By _____
Doug Ewald Date
Executive Associate Athletic Director – Chief
Financial Officer

APPENDIX A

EXCEPTIONAL PERFORMANCE BONUS

Coach shall be paid the following amounts under the circumstances described below:

- I. In the event that Coach appears as Head Coach for the Program in the following games, Coach shall be paid the amount(s) indicated.
 - a. For the Big Ten Conference of the Big Ten Conference Tournament Championship, either:
 - i. Win the Big Ten Conference Regular Season Championship – 15% of Base Salary.
 - ii. Win the Big Ten Conference Tournament – 15% of Base Salary.
- II. In the event that Coach appears as Head Coach for the Program in the following post-regular season games, Coach shall be paid one of the following amounts, for the highest achievement reached.
 - a. Selection to participate in the NCAA Women's Basketball Tournament – 10% of Base Salary;
 - b. Advancement to the Sweet Sixteen in the NCAA Women's Basketball Tournament – 15% of Base Salary;
 - c. Advancement to the Final Four in the NCAA Women's Basketball Tournament – 20% of Base Salary;
 - d. NCAA Women's Basketball Tournament Champion – 25% of Base Salary

The exceptional performance bonus earned under Section I. and/or Section II. shall be paid on a date to be determined by the University, but in no case later than the last day of May following the relevant post-season event.

APPENDIX B

UNIVERSITY OF NEBRASKA-LINCOLN DEPARTMENT OF INTERCOLLEGIATE ATHLETICS POLICY ON HUSKERVISION TELEVISION PROGRAMMING

HuskerVision, a division of the University of Nebraska-Lincoln Department of Intercollegiate Athletics (“Athletics Department”), produces various programs, including coaches’ shows featuring commentary and game highlights, that are licensed to distributors of television programming. These programs are intended to inform the public about and promote the intercollegiate athletic programs at the University of Nebraska-Lincoln (“University”). This policy clarifies the relationship between the Athletics Department and its employees regarding its television programming.

- (1) The Athletics Department, in conjunction with HuskerVision, uses University resources to provide all the necessary resources to produce the television programming, including (a) the studio, camera and technical personnel, directors, editors, as well as all necessary equipment to produce and record the program, (b) creative consultants, (c) the personnel responsible for licensing the distribution of the programs, (d) the announcer talent appearing on the programs, and (e) the trademarks associated with the Athletics Department.
- (2) Coaches shall cooperate with the HuskerVision staff in determining a mutually agreeable taping and production schedule that will meet the production’s distribution needs. Coaches shall make a reasonable number of appearances in recorded and/or live productions made on behalf of the University and HuskerVision. These appearances are part of the Coaches’ regular employment duties for which they are compensated through their employment agreement or appointment letter. Coaches shall permit the use of their name, image, and other personal identifiers on the programs and in the promotions for those programs.
- (3) All programming may be edited and distributed in any manner to meet the needs of the University. The resultant programming and any revenue from that programming shall be the sole property of the University, along with all intellectual property and other rights that accompany the ownership of that copyrighted property. The University employees’ contributions to this programming shall be deemed “works-for hire”. The Athletics Department subsequently may market its HuskerVision programming, or edited versions of that programming, to secondary markets on the internet, through the distribution of compact discs, digital versatile discs, or other storage formats, or through any other means.

APPENDIX C

UNIVERSITY OF NEBRASKA-LINCOLN DEPARTMENT OF INTERCOLLEGIATE ATHLETICS POLICY ON STANDARDS OF PROFESSIONAL PERFORMANCE FOR ATHLETIC STAFF AND RULES OF PROCEDURE FOR DISCIPLINARY ACTIONS

The Chancellor for the University of Nebraska-Lincoln has approved the following policy for the Department of Intercollegiate Athletics, entitled “Standards of Professional Performance for Athletic Staff and Rules for Disciplinary Actions,” in accordance with Section 4.8.1 of the Bylaws of the Board of Regents for the University of Nebraska.

1. **Definitions.** For the purposes of this policy, the terms set forth below are defined as follows:

- (a) University – the University of Nebraska-Lincoln
- (b) Department – the University’s Department of Intercollegiate Athletics
- (c) Conference – the Big Ten Conference or any successor athletic conference of which the University is a member
- (d) NCAA – the National Collegiate Athletic Association
- (e) Athletic Director – the Director of Intercollegiate Athletics at the University
- (f) Athletic Staff Member – any Department employee who is employed by special appointment pursuant to Section 4.4.1 of the Bylaws of the Board of Regents for the University of Nebraska and is classified as a member of the University’s professional staff
- (g) Governing Athletic Rules – all rules, regulations, directives, policies, bylaws, constitutions, and interpretations issued or amended by the NCAA, the Conference, or any other governing body or institution possessing regulatory authority or power over any intercollegiate athletics program at the University

2. **Standards of Professional Performance.** All Athletic Staff Members are expected to perform their duties and responsibilities on behalf of the University in a professional, competent and diligent manner that conforms to the University’s and the Department’s expected performance and conduct standards. Athletic Staff Members, therefore, must conduct themselves and carry out their duties in a manner that fosters and promotes the high moral, ethical and academic standards of the University, as well as good sportsmanship. Athletic Staff Members also must strictly adhere to all applicable federal, state and municipal laws, University policies and practices, Department policies and practices, and governing athletic rules, including without limitation those rules relating to the recruitment and the furnishing of unauthorized benefits to recruits and student-athletes. Recognizing that the primary mission of the University is to serve as an institution of higher education, Athletic Staff Members are expected to fully cooperate with the University’s faculty and administrators in encouraging and promoting the academic pursuits of student-athletes and to take all necessary steps to safeguard and promote the physical and mental well-being of student-athletes. For those Athletic Staff Members who supervise other staff or students, those members also shall take all necessary steps to ensure that those under their supervision adhere to these standards.

3. **Disciplinary Action for Cause.** The University may discipline any Athletic Staff Member who engages in misconduct or who fails to meet the University's expected performance standards, as determined by the University. Misconduct, for the purposes of this provision, shall include without limitation engaging in any of the following acts:

- (a) Violation or breach of any applicable federal, state or municipal laws, University policies or practices, Department policies or practices, or governing athletic rules;
- (b) Violation of any felony or misdemeanor criminal statute resulting in a conviction that relates to, impacts or impairs the Athletic Staff Member's ability to perform duties on behalf of the University;
- (c) Violation or breach of any terms of the Athletic Staff Member's employment agreement, if any, with the University;
- (d) Engaging in any unethical or immoral conduct, regardless of where that conduct occurs, that relates to, impacts or impairs the Athletic Staff Member's ability to perform duties on behalf of the University;
- (e) Engaging in any conduct, regardless of where that conduct occurs, that impugns, harms or undercuts the reputation of the Department or the University;
- (f) Engaging in any conduct that harms, hinders or impairs, or failing to take appropriate steps to safeguard, the physical and/or mental well-being of student-athletes;
- (g) Failing to abide by University of Nebraska Board of Regent Policy regarding Consensual Relationships (RP-3.3.15) by engaging in any relationship of a sexual, intimate, romantic, dating, or amorous nature, regardless of its length, with a student-athlete or an employee for whom the Athletic Staff Member has supervisory or evaluative authority unless otherwise permitted by the policy;
- (h) Failing to abide by University of Nebraska Board of Regent Policy regarding Sexual Misconduct (RP-2.1.8). Athletic Staff Member's shall report promptly to the University's Title IX Coordinator any incident of sexual misconduct (as defined in RP-2.1.8, including domestic violence, dating violence, sexual harassment, sexual assault, sexual exploitation, and stalking) when the Athletic Staff member receives a disclosure of sexual misconduct or becomes aware of information that would lead a reasonable person to believe that sexual misconduct may have occurred involving anyone covered by RP-2.1.8;
- (i) Failing to adhere to or follow any lawful directive issued to the Athletic Staff Member by the Athletic Director, the University's administration, or the University's Board of Regents, or any other act that could be deemed insubordinate;
- (j) Failing to respond accurately, fully or timely to any reasonable inquiry received from the University, the NCAA, the Conference, any other governing body, or any governmental agency regarding any matters that pertain to or arise out of the Athletic Staff Member's employment at the University or any prior employment as a coach or at another academic institution;

- (k) Fraud or dishonesty in carrying out any duties on behalf of the University, including without limitation submitting false, fabricated, misleading or altered statements, representations, reports, records or other documents to the University, the NCAA, the Conference, other governing bodies, or governmental agencies (such as any documents relating to the recruitment of student-athletes or any documents required to be maintained by law, University policy or practice, or governing athletic rules);
- (l) The misappropriation, misuse, damage or destruction of University property;
- (m) Appearing to be under the influence of alcohol, drugs or other intoxicants while performing duties on behalf of the University, regardless of location;
- (n) Driving a motor vehicle while legally intoxicated or under the influence of alcohol or other drugs (including illegal, recreational and prescribed drugs);
- (o) The sale, use or possession of any narcotics, controlled substances, drugs, steroids or other chemicals in violation of any state or federal laws, or any governing athletic rules, including without limitation the sale, use or possession of any pain medications that have not been prescribed directly to you;
- (p) Failing to fully cooperate in the implementation, administration and enforcement of any drug testing program established by the University for student-athletes;
- (q) Soliciting, placing or accepting a bet on any intercollegiate athletic contest, or participating in, condoning or encouraging any illegal betting, gambling, or bookmaking on any intercollegiate or professional sporting event through any means;
- (r) Furnishing information or data regarding any of the University's athletics programs to any individual that the Athletic Staff Member knows, or reasonably should know, is involved in or tied to illegal gambling;
- (s) Failing to immediately report to the Athletic Director any possible or known violation of any governing athletic rule or University policy or practice by an assistant coach, a student or other person under the direct control or supervision of the Athletic Staff Member;
- (t) Failing to accurately report all sources and amounts of income generated from athletics-related activities, as required by the governing athletic rules; or
- (u) Allowing, permitting or encouraging any assistant coach, student or other person under the direct control or supervision of the Athletic Staff Member to engage in any of the prohibited conduct identified above, or failing to take appropriate steps to prevent such action being taken by such individuals.

Typically, an Athletic Staff Member will be informed of any performance deficiencies and afforded a reasonable opportunity to rectify those deficiencies before any discipline will be imposed based on a failure to meet performance standards. The form and severity of any discipline will be determined by the University on a case-by-case basis, taking into consideration a variety of factors such as the nature and seriousness of the offense, the extent to which the conduct or behavior has been addressed previously or is repetitive, the impact that the conduct has on the University, the Department, the athletic program, and the workplace, the degree to which the conduct exposes the University to liability

or reputational harm, and the impact that the conduct has on the physical and mental well-being of student-athletes. Depending on such factors, the University may impose discipline on the Athletic Staff Member, ranging from a verbal reminder to the termination of employment, and is not required to impose discipline in a progressive manner. If the University elects to suspend an Athletic Staff Member as a form of discipline, the suspension can be without pay and generally will not exceed ninety (90) calendar days in duration. If the University is contemplating suspending or terminating the employment of an Athletic Staff Member for cause, the affected athletic staff member will be afforded the due process referenced within this policy.

4. **Administrative Leave.** The University may place any Athletic Staff Member on paid administrative leave (a) while the University investigates complaints or allegations brought against the Athletic Staff Member to determine whether disciplinary action is warranted, (b) following the filing of an indictment or information on criminal charges against the Athletic Staff Member, or (c) following notification of a formal inquiry or a preliminary finding by the NCAA or the Conference that the Athletic Staff Member violated one or more governing athletic rules or that violations were committed by others that the Athletic Staff Member permitted, condoned or encouraged or that the Athletic Staff Member failed to prevent, limit or mitigate after acquiring actual or constructive knowledge of those violations. This administrative leave may continue until a final resolution is reached in any such investigation, matter or proceeding. The University is not limited or precluded from taking disciplinary or other action against any other Athletic Staff Members who were responsible for supervising the Athletic Staff Member on administrative leave.

5. **Notice.** Except in those situations in which the University has determined that advance notice would be detrimental to the University's interests, the Athletic Director or another administrative officer designated by the University's Chancellor will notify the Athletic Staff Member of the University's intent to suspend or terminate that member's employment for cause at least seventy-two (72) hours in advance of that employment action. The notice will identify the reasons for the intended action, along with a brief summary of the underlying facts. Prior to the intended action being taken, the Athletic Staff Member may submit a written statement to the Athletic Director, or the other administrative officer designated by the Chancellor, setting forth reasons why the intended employment action should not be taken. If advance notice is not provided, the Athletic Director or another administrative officer designated by the University's Chancellor will inform the Athletic Staff Member of the employment action taken, along with the reasons and a brief statement of the underlying facts, within at least forty-eight (48) hours after the suspension or termination for cause is imposed.

6. **Post-Hearing.** An Athletic Staff Member who is suspended or terminated for cause may submit a written request for a post-hearing to the Athletic Director within fifteen (15) calendar days following the effective date of the suspension or termination. The hearing will be conducted by a panel of three academic-administrative University employees selected by the Chancellor and will be transcribed by a court reporter, who will prepare a transcript of the hearing at the University's expense. The Athletic Staff Member shall have the option of being represented by a personal attorney at the hearing and shall have the ability to present testimony, to call witnesses, and to cross-examination. Although the formal rules of evidence will not be adhered to at the hearing, the panel may exclude any testimony or evidence that the panel deems to be irrelevant, immaterial, incompetent, duplicative, or otherwise lacking probative value. Following the hearing, the panel will submit a written recommendation to the Chancellor and provide a copy to the Athletic Staff Member. After receiving the panel's recommendation, the Chancellor, or a designee, will render a written decision on the employment action taken against the Athletic Staff Member and will inform the Athletic Staff Member of that decision. The Chancellor's decision shall be final and shall not be subject to any further internal review.

7. **Termination Without Cause.** The University may terminate the employment of any Athletic Staff Member without cause by providing that member with the notice required under Section 4.4.1 of the Bylaws of the Board of Regents of the University of Nebraska.