

ADDENDUM

Through this Addendum, the Parties, **The Board of Regents of the University of Nebraska**, a public body corporate, by and on behalf of the University of Nebraska-Lincoln (“University” or “UNL”), and **Will Bolt** (“Coach Bolt”), an individual, hereby amend and modify the provisions of their current employment contract.

Recitals

- A. The University, through its Department of Intercollegiate Athletics, currently employs Coach Bolt as its head baseball coach pursuant to an employment contract that was modified through an addendum (collectively referred to as the “Contract”). Under that Contract, Coach Bolt is to remain employed as the head coach through June 30, 2025, or until the final game of the baseball program for the 2024-2025 season, whichever occurs later, at an annual, base salary of three hundred thousand dollars (\$300,000.00).
- B. The Parties now want to modify that Contract in the manner set forth within this Addendum.

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 amend and modify the provisions of their Contract as follows:

1. **Duration.** The Parties agree to jointly modify their Contract to extend Coach Bolt’s employment as the head baseball coach by one (1) year to June 30, 2026, or until the final game of the baseball program for the 2025-2026 season, whichever occurs later.
2. **Annual Salary.** Commencing on July 1, 2021, the University will pay Coach Bolt an annual base salary of four hundred thousand dollars (\$400,000.00), less all required and authorized deductions, for each year that he continues to serve as the head baseball coach. The University, within its sole discretion, may adjust this annual base salary upward without the necessity of a formal written amendment to the Contract or this Addendum. The University shall pay this annual base salary to Coach Bolt in twelve (12) equal installments in accordance with applicable University’s policies.
3. **Contractual Provisions.** Any provisions of the Parties’ Contract that is inconsistent with the terms of this Addendum shall be deemed null and void and superseded by the terms of this Addendum. Except to the extent expressly modified by the terms of this Addendum, all other provisions of the Parties’ Contract shall remain in full force and effect.
4. **Voluntary Agreement.** Coach Bolt acknowledges that he has carefully read and fully understands each of the provisions contained within this Addendum and that he is entering into this Addendum with full knowledge of its significance. Coach Bolt also acknowledges that he is entering into this Addendum freely and voluntarily, that he has not relied upon any representation or statement by any representative of the University that is not contained within this Agreement, and that he has been advised and provided an opportunity to consult with his attorney.
5. **Governing Law.** The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Addendum. Any action brought to enforce this Addendum may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

6. **Entire Agreement.** This Addendum represents the entire agreement of the Parties, and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Addendum may not be changed, modified, extended, terminated, waived, or discharged, except by an instrument in writing signed by authorized representatives of both Parties. These terms and conditions shall be binding upon each of the Parties and their respective heirs, personal representatives, successors and assigns. The headings for each paragraph contained within this Addendum are illustrative only and are not to be given any legal effect. Any electronic or copied versions of this Addendum will be afforded the same effect as an original.

WILL BOLT REPRESENTS AND WARRANTS THAT HE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS ADDENDUM, THAT HE UNDERSTANDS ALL PROVISIONS OF THIS ADDENDUM, THAT HE HAD AN OPPORTUNITY TO CONSULT WITH HIS ATTORNEY THROUGHOUT THIS PROCESS, AND THAT HE IS VOLUNTARILY ENTERING INTO THIS ADDENDUM WITHOUT DURESS OR COERCION OF ANY KIND.

WILL BOLT



Will Bolt
6-29-21
Date

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By 

Garrett Klassy
Interim Director of Athletics
6/29/21
Date



William J. Nunez
Vice Chancellor for Business and Finance
06/29/21 | 13:24 CDT
Date

ADDENDUM

Through this Addendum, the Parties, **The Board of Regents of the University of Nebraska**, a public body corporate, by and on behalf of the University of Nebraska-Lincoln (“University” or “UNL”), and **Will Bolt** (“Coach Bolt”), an individual, hereby amend and modify the provisions of their current employment contract.

Recitals

- A. The University, through its Department of Intercollegiate Athletics, currently employs Coach Bolt as its head baseball coach pursuant to an employment contract (“Contract”) that commenced on or about June 17, 2019. Under that Contract, Coach Bolt is to remain employed as the head coach through June 30, 2024 or until the final game of the baseball program for the 2023-2024 season, whichever occurs later, at an annual, base salary of three hundred thousand dollars (\$300,000.00).
- B. The Parties now want to modify that Contract in the manner set forth within this Addendum.

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 amend and modify the provisions of their Contract as follows:

1. **Duration.** The Parties agree to jointly modify their Contract so as to extend Coach Bolt’s employment as the head baseball coach by one (1) year to June 30, 2025 or until the final game of the baseball program for the 2024-2025 season, whichever occurs later.
2. **Contractual Provisions.** Any provisions of the Parties’ Contract that is inconsistent with the terms of this Addendum shall be deemed null and void and superseded by the terms of this Addendum. Except to the extent expressly modified by the terms of this Addendum, all other provisions of the Parties’ Contract shall remain in full force and effect, including without limitation the provisions addressing Coach Bolt’s salary and the provisions relating to the extension or early termination of the Contract.
3. **Voluntary Agreement.** Coach Bolt acknowledges that he has carefully read and fully understands each of the provisions contained within this Addendum and that he is entering into this Addendum with full knowledge of its significance. Coach Bolt also acknowledges that he is entering into this Addendum freely and voluntarily, that he has not relied upon any representation or statement by any representative of the University that is not contained within this Agreement, and that he has been advised and provided an opportunity to consult with his attorney.
4. **Governing Law.** The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Addendum. Any action brought to enforce this Addendum may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.
5. **Entire Agreement.** This Addendum represents the entire agreement of the Parties, and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Addendum may not be changed, modified, extended, terminated, waived, or discharged, except by an instrument in writing signed by authorized representatives of both Parties. These terms and conditions shall be binding upon each of the Parties and their respective heirs, personal representatives, successors and assigns. The headings for each paragraph contained within this

Addendum are illustrative only and are not to be given any legal effect. Any electronic or copied versions of this Addendum will be afforded the same effect as an original.


WILL BOLT REPRESENTS AND WARRANTS THAT HE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS ADDENDUM, THAT HE UNDERSTANDS ALL PROVISIONS OF THIS ADDENDUM, THAT HE HAD AN OPPORTUNITY TO CONSULT WITH HIS ATTORNEY THROUGHOUT THIS PROCESS, AND THAT HE IS VOLUNTARILY ENTERING INTO THIS ADDENDUM WITHOUT DURESS OR COERCION OF ANY KIND.

WILL BOLT


 06/12/2020

Will Bolt Date

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By  06/22/2020

William H. Moos Date
Director of Athletics

 06/12/2020

William J. Nunez Date
Vice Chancellor for Business and Finance

C O N T R A C T O F E M P L O Y M E N T

**HEAD MEN'S BASEBALL COACH
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
UNIVERSITY OF NEBRASKA-LINCOLN**

THIS CONTRACT is made this 14th day of June, 2019 ("Effective Date") by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate ("University"), for and on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln ("Athletics"), and Will Bolt ("Coach").

WITNESSETH: That the University hereby agrees to employ Coach and Coach hereby agrees to accept employment as Athletics' Head Men's Baseball Coach, subject to the following terms:

Section 1. Term of Contract. Unless earlier terminated pursuant to the provisions herein, the term of this Contract shall be for a period beginning on the 17th day of June, 2019, and expiring at midnight the later of: (i) the 30th day of June, 2024, (ii) the final game of the Athletics' Men's Baseball Program (the "Program") 2023-2024 season, (iii) or on such later extended expiration date, as provided for in Section 11 below (the "Term"). Except as otherwise specifically and explicitly provided herein, upon expiration of the Term, all compensation, perquisites, benefits and other privileges provided to Coach under this Contract shall cease to the full extent permitted by law.

Section 2. Duties.

(a) The Coach shall perform duties as Head Men's Baseball Coach and shall be responsible to the Director of Intercollegiate Athletics or his or her designee for the direct supervision and administration of the Program.

(b) In addition to other requirements and conditions of this Contract, Coach agrees:

- (1) To faithfully and conscientiously perform the duties of Head Men's Baseball Coach and to maintain the high moral and ethical standards commonly expected as a Head Coach at the University;
- (2) To devote full-time attention and energy to head coaching duties as required herein and to the promotion of the Program;
- (3) To avoid any business or professional activities or pursuits that may conflict with the performance of Coach's Program duties under this Contract; and
- (4) To perform such other duties and obey such lawful orders as shall from time-to-time be assigned to Coach by the Director of Intercollegiate Athletics or such other University authorized officials for the benefit of the University, Athletics, and their respective missions and programs, including but not limited to, appearances on radio programming produced by the radio rightsholder, sponsorship/ development support, and appearances in Athletics' HuskerVision produced coaches shows. (A current copy of Athletics' Policy on HuskerVision Television Productions,

as may be amended from time to time, is attached to this Contract as Appendix "A" and is incorporated herein by this reference.)

(c) Coach agrees that academic progress and achievement of student-athletes is of the highest importance. Coach agrees to adhere to the University's standards and policies for the academic performance of its student-athletes in the recruitment, supervision and coaching of players. Coach agrees to follow conscientiously any directives from the Director of Intercollegiate Athletics or other duly authorized administrative officers of the University concerning such matters.

(d) Coach shall not have authority to engage in dealings with any athletic booster or booster organization of the University, except as may be expressly authorized by the Director of Intercollegiate Athletics.

Section 3. Annual Salary and Compensation.

(a) In consideration of an annual salary of \$300,000.00 and the further agreements and considerations hereinafter stated, Coach agrees to perform the duties set forth herein. The annual salary may from time to time, at the discretion of the University, be adjusted upward without the necessity of a written amendment to this Contract. Coach's annual salary shall be paid in twelve equal monthly installments in accordance with the policies of the University governing payment of salary to members of the all-year professional staff.

Section 4. Exceptional Performance Bonuses. In addition to the annual salary to be paid to Coach as provided in this Contract, the University will pay to Coach an exceptional performance bonus should the Program reach certain levels of achievement. The amount of and circumstances, including date of payment, surrounding the exceptional performance bonuses are described in Appendix "B", attached hereto and incorporated herein by this reference.¹

Section 5. Professional Staff Appointment Status, Fringe Benefits, and Terms, Conditions, Rights and Responsibilities of Employment. The professional staff appointment status of Coach pursuant to this Contract shall be an all-year special appointment as a member of the academic-administrative staff of the University. Coach shall be entitled to receive all of the fringe benefits of employment received by other members of the academic-administrative staff, and such other fringe benefits of employment as may be provided upon approval by the Director of Intercollegiate Athletics. Except as may be inconsistent with this Contract, the employment of Coach pursuant to this Contract is subject to the terms and conditions of employment for members of the academic-administrative staff as provided in Chapter III of the Bylaws of the Board of Regents of the University of Nebraska (the "Bylaws"), and is subject to the rights and responsibilities of the professional staff as provided in Chapter IV of the Bylaws. Said provisions of the Bylaws are incorporated into this Contract by reference and may be accessed on the Internet at <http://www.nebraska.edu>.

¹ The exceptional performance bonuses provided in Section 4 are part of Coach's compensation package and will be reported to the Internal Revenue Service (IRS) on Form W-2.

Section 6. Employment of Assistant Coaches. Coach shall have authority, consistent with University personnel policies and procedures and National Collegiate Athletic Association (NCAA) regulations, and subject to approval by the Director of Intercollegiate Athletics, to hire and discharge assistant coaches and any other employees under Coach's direct supervision. Consistent with NCAA Bylaws, Coach is presumed to be responsible for actions of all University staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the Program and shall monitor the activities of all staff members who report, directly or indirectly, to Coach.

Section 7. Outside Athletically Related Activity; Annual Report of Athletically Related Income; Schools and Camps.

- (a) Prior to agreeing to engagement in any activity outside of the University in consideration for which Coach will receive any form of remuneration as a consequence of Coach's position as Head Men's Baseball Coach, Coach shall first obtain approval of such outside activity from the Director of Intercollegiate Athletics and the Chancellor. Whereas, the University has entered into a multi-media rights agreement, pursuant to which the University has assigned certain rights with respect to Athletics sponsorships, Coaches' radio and television shows, and other rights related to the promotion and marketing of Athletics, Coach agrees that Coach does not have the authority to engage, nor shall Coach engage, in any activity which is inconsistent with the terms and provisions of such multi-media agreement or its renewal or extension, or any similar subsequent grant of Athletics' multi-media rights. In as much as Coach has secured the approval of the Director of Intercollegiate Athletics to engage in an activity, it shall be presumed that the activity is consistent with the multi-media rights agreement.
- (b) In accordance with University/Athletics policies and practices, and with NCAA regulations, Coach agrees that annually, no later than a date to be reasonably determined by the Director of Intercollegiate Athletics or his or her designee, Coach will file a personal financial statement with the Director of Intercollegiate Athletics which discloses all of Coach's athletically related income from sources both within and outside of the University, in a format to be determined annually by Athletics. Coach shall be authorized in accordance with schedules to be approved by Athletics to organize and conduct athletic schools, camps and clinics which utilize University buildings, facilities, equipment, materials and services; provided, that any such school or camp conducted by Coach shall comply with all University administrative requirements relating to athletic schools and camps and shall pay to the University such charges and fees as shall be from time to time established by the University for such use of University buildings, facilities, equipment, materials and services. The authorization granted above in this section to organize and conduct schools and camps is given pursuant to Section 3.4.5 of the Bylaws. Such authorization shall extend to each assistant coach under Coach's supervision and shall continue and be effective throughout the Term.
- (c) Endorsements and similar affiliations by Coach with any business, product, service, or event, whether such endorsements and affiliations are for commercial or charitable purposes, are specifically subject to this section, and require the approval of the

Director of Intercollegiate Athletics and the Chancellor. Endorsements shall comply with Regents Policy 3.3.9. Such policy may be accessed on the Internet at <http://www.nebraska.edu>.

Section 8. Compliance with Law and NCAA, Conference and University Regulations.

(a) Coach agrees to perform Coach's duties in strict compliance with (1) the constitution and bylaws and the rules and regulations of the NCAA, (2) rules and regulations of the intercollegiate athletic conference in which Athletics is a member (the "Conference"), and (3) applicable rules and regulations of the University, including any rules and regulations of any successors to said organizations, as well as applicable law.

(b) It is understood that Coach and the assistant coaches are responsible, separately and collectively, to the Director of Intercollegiate Athletics for compliance with the policies of the University, the rules and regulations of the Conference, and the constitution and bylaws (and official interpretations thereof) of the NCAA, as are all other employees of Athletics.

(c) Coach understands that if Coach is found to be in violation of any NCAA rule or regulation, state or federal law, or the terms of this Contract for acts occurring during Coach's employment with the University, Coach may be subject to disciplinary or corrective action by the University. Coach further understands that, subject to the University's obligation to comply with both federal and state constitutional requirements for due process of law as well as University administrative procedures and requirements, Coach's employment may be suspended without pay for a period of time or terminated as provided in Section 12 of this Contract if Coach is found to have been involved in any deliberate and serious violation of: (i) state or federal law or (ii) the rules and regulations of the NCAA, the Conference, or the University.

Section 9. Discussion of Other Prospective Employment; Resignation.

(a) Unless notice of termination of employment has been given to Coach in accordance with Sections 12 or 13 of this Contract, Coach, or any person or entity acting on behalf of Coach, shall not engage in discussions or negotiate, directly or indirectly, concerning Coach's prospective employment by any other employer without first notifying the Director of Intercollegiate Athletics of such discussions or negotiations. Any resignation during the regular Program season or prior to any post-season competition shall only be effective upon written acceptance by the Director of Intercollegiate Athletics.

(b) In the event Coach resigns during the Term to seek or accept other employment related to college or professional baseball, the parties agree that the damages incurred by the University would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in the University's favor against Coach as a result of Coach's resignation shall be strictly and solely limited to an amount of liquidated damages as explained herein. If Coach resigns during the Term, or during any subsequent Term resulting from the extension of this Contract as provided in Section 11, Coach or Coach's designee shall pay liquidated damages to the University in the amount of fifty percent (50%) of Coach's annual salary

at the salary rate specified in Section 3 herein and/or in any amendment of this Contract for each year remaining in the Term, prorated according to the number of days remaining in any partial year of the Term.

Such sum shall be paid to Athletics by Coach or Coach's designee not later than sixty (60) days following the effective date of Coach's resignation. The parties have bargained for and agreed to the forgoing liquidated damages provisions, giving consideration to the critical importance of stability to the success of an athletic program, the special personal talents that Coach brings to the program which are extremely hard to replace, the significant costs of conducting a search for a Head Men's Baseball Coach; the serious and substantial disruption to the Program, Athletics and the University; and the serious and substantial devotion of administrative resources in relation to a change of coaching staff; all these results in damages extremely difficult to determine with certainty. The parties agree that payment to the University of the liquidated damages provided above shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by the University as a result of Coach's departure for another baseball related employment opportunity.

Section 10. University Documents, Records and Property. All documents, files, records, materials (in any format, including electronically stored information), equipment or other property, including without limitation, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, laptop computers, software programs, electronic communication devices, and any other material, data or property, furnished to Coach by the University or developed or acquired by Coach on behalf of the University or at the expense of the University or using University resources or otherwise in connection with Coach's employment by the University are and shall remain the sole property of the University. Within ten (10) days of termination or separation of Coach's University employment, for any reason, Coach shall cause any such materials in Coach's possession or control to be delivered to the University. The foregoing provisions of this section shall not apply to personal notes, personal playbooks, memorabilia, diaries and similar personal records of Coach, which Coach is entitled to retain.

Section 11. Annual Evaluation of Coach's Performance; Extension or Renewal of Contract. The Director of Intercollegiate Athletics, or his or her designee, shall meet with Coach annually for the purpose of evaluating Coach's performance of duties and responsibilities pursuant to this Contract. Based upon such performance evaluation, the Director may at his or her discretion, and with the approval of the Chancellor and the President of the University, offer to Coach an extension or renewal of this Contract, extending the Term of this Contract for an additional year or years beyond the then existing expiration date. Any such extension or renewal of this Contract shall be reduced to writing and duly executed by the University and Coach.

Section 12. Termination of Employment for Cause, Program Discontinuance, or Financial Exigency.

(a) Coach's employment may be disciplined, suspended or terminated for cause in accordance with this Contract and the policy and procedures of the Department of Intercollegiate Athletics approved by the Chancellor pursuant to Section 4.7.1 of the Bylaws. A current copy of said departmental policy and procedures is attached as Appendix "C" to this Contract,

incorporated herein by this reference. The policy may be amended from time to time in the University's discretion and, in the event of such change, the most current policy will apply to this Contract.

(b) Coach's employment may be terminated for cause due to bona fide discontinuance of a program or department or due to extraordinary circumstances because of financial exigencies, as provided by Sections 4.7.1, 4.16, and 4.17 of the Bylaws, as well as the Policies of the Board of Regents for implementation of said sections of the Bylaws.

Section 13. Termination of Employment for Reasons Other Than For Cause; Liquidated Damages; Mitigation of Damages.

- (a) The position of Head Men's Baseball Coach is unique and requires special talents and skills. As such, it is the only position for which Coach is being employed, and the University shall not have the right to re-assign Coach without Coach's prior written consent. The parties agree that the University shall, at any time, have the right to terminate Coach's employment hereunder for reasons other than for cause upon giving Coach reasonable written or verbal notice of termination, as such reasonableness may be determined by the University in its discretion and exercise of good faith. Notwithstanding any Contract provision which might be interpreted to the contrary or unless otherwise specifically agreed to in writing, Coach's employment relationship with the University as Head Men's Baseball Coach shall terminate upon delivery of the notice of termination or as otherwise set forth in the notice of termination. In the event of such termination, the parties further agree that the damages incurred by Coach would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in Coach's favor against the University and its Board members, employees and agents by reason of such termination shall be strictly and solely limited to an amount of liquidated damages as described below.
- (b) In the event University terminates Coach's employment without cause or re-assigns Coach to another position without Coach's prior written consent, the University shall pay Coach an amount of liquidated damages to be determined by multiplying the number of full months remaining in the Term immediately prior to the termination (such period to be referred to herein as the "LD Term") by the amount of \$25,000. Notwithstanding any other provisions in this Contract, (1) the total liquidated damages amount to be paid to Coach may not exceed two times Coach's annualized compensation for the calendar year immediately preceding the termination of the employment (or the current calendar year if Coach received no compensation in the preceding year), and (2) the entire amount of the liquidated damages must be paid to the Coach no later than the last day of the second calendar year following the calendar year in which the employment was terminated. Such amount shall be paid in equal monthly installments, following payment of any state and federal withholding taxes required by law, and shall be made in accordance with Coach's Form W-4 currently on file with the University.² Except as otherwise set forth in this section below with

² The compensation, if any, provided to Coach under Section 13 as liquidated damages will be reported to the IRS on

respect to mitigation, the liquidated damages shall be paid in equal monthly installments over the course of the LD Term. In case of Coach's death, the University's obligations under this section 13 shall cease effective on the last day of the month in which Coach dies. The obligations of the University under this subsection shall survive termination of this Contract.

- (c) Coach hereby acknowledges and agrees to accept the duty to mitigate the liquidated damages described in this section, as well as any other damages Coach may sustain upon termination of this Contract, whether such termination be one for cause or without cause. More specifically, within a reasonably brief period following termination, Coach shall use his or her best efforts to seek and secure substantially comparable employment including the customary and reasonable terms and conditions of compensation at the new employment, without structuring or timing compensation to avoid mitigation.

If Coach obtains any employment during the LD Term and such employment does not guarantee Coach cash compensation of more than Coach's Guaranteed Salary, then the University, at its sole discretion, shall choose one of the following options, with said obligations to be paid by the University or other party designated by the University:

(1) Each of the University's monthly obligations to pay Coach over the remaining LD Term, as set forth in this Section 13, shall be reduced by the difference between \$25,000 and Coach's monthly gross cash compensation at the new employment,³ or

(2) All University obligations to Coach for payments under this Section 13 shall cease upon payment of a lump sum to Coach computed as follows: the present value of a stream of payments over the remaining LD Term in an amount equal to the difference between \$25,000 and Coach's monthly gross cash compensation at his or her new employment, such present value to be computed for the payment differential over the LD Term at a discount rate equal to the 3-year Treasury Constant Maturity Rate.⁴

If Coach obtains other employment during the LD Term, Coach shall immediately provide written notice to the University describing the position and the annual gross cash salary. In addition, the University shall have the right to reasonably request evidence of the efforts Coach has made to obtain other employment. Coach shall provide the University on an ongoing basis with the information reasonably requested which is necessary to implement the foregoing obligations under Section 13 and shall promptly respond to any reasonable inquiries from the University.

Coach's Form W-2 in the year in which the termination occurs.

³ For purposes of illustration, assume Coach secures employment following a termination without cause. Upon commencement of Coach's new employment, twelve (12) months remain in the LD Term. Coach's new employment guarantees that Coach receives a cash salary of \$240,000 a year (a monthly prorated amount of \$20,000). The University's obligations under this section may be fulfilled by paying Coach a monthly payment of \$5,000 (\$25,000 less \$20,000), for the twelve months remaining in the LD Term.

⁴ For purposes of illustration, again assume Coach secures employment following a termination without cause and twelve (12) months remain in the LD Term. The new employment salary is as stated in Note 3. The University's obligations under this section may also be fulfilled upon payment to Coach of a lump sum equal to the present value of a stream of twelve monthly payments of \$5,000 (\$25,000 less \$20,000), discounted at the rate stated above.

(d) The parties have bargained for and agreed to the forgoing liquidated damages provisions, giving consideration to the fact that Coach will lose certain benefits, supplemental compensation or outside compensation related to employment as Head Men's Baseball Coach, which damages are extremely difficult to determine with certainty. The parties agree that payment to Coach of the liquidated damages provided in subsections (a) and/or (b) of this section shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach as a result of the termination of this Contract by the University. Upon payment of such liquidated damages to Coach, Coach does hereby waive and release the University, its Board members, administrators, employees and agents, from any and all claims of any nature whatsoever, which may arise by reason of such termination, including, but not limited to any benefits of employment or other income which may accrue to Coach by reason of Coach's position as Head Men's Baseball Coach.

(e) Should the University, based upon advice of legal counsel or for any other reason the University in its discretion deems is appropriate, determine that the payments provided for in this section are to be paid from resources other than resources of the State of Nebraska, then the University promises that it will secure funds from non-public funds for the satisfaction of the obligation described in this section.

Section 14. Incapacitation. Should Coach become incapacitated so as to be unable to perform the duties pursuant to this Contract, and such incapacitation shall continue for more than six (6) consecutive months, or if such incapacitation is permanent, irreparable, or of such a nature as to make performance of Coach's duties impossible, then either party may terminate this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall cease and each party shall be released and discharged from this Contract without further liability to the other, with the exception of any liability which the University may have to Coach under the Nebraska Workers' Compensation Law, and with the exception of any benefits which Coach may be entitled to receive under any disability insurance coverage provided in whole or in part by the University.

Section 15. Cancellation of Prior Contract. This Contract constitutes the entire agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written, if any.

Section 16. Contract Amendments. This Contract may be amended at any time by a written instrument duly approved by the University and accepted by Coach, except that the foregoing shall not apply to increases in salary and/or improvements in fringe benefits which may be accomplished at any time by appropriate official action without the necessity for written modification or amendment to this Contract.

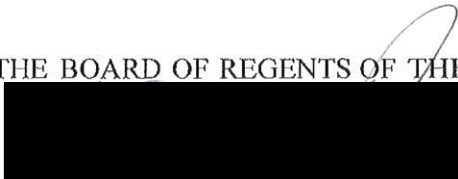
Section 17. Governing Law and Venue; Severability. The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Contract. Any dispute arising hereunder shall be resolved in a court, administrative body, or other forum of competent jurisdiction located in the State of Nebraska. If any portion of this Contract shall be 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 Contract.

Section 18. Captions. The captions of the various paragraphs of this Contract have been inserted for the purpose of convenience of reference only, and such captions are not a part of this Contract and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Contract.

Section 19. Public Record. It is understood and agreed that this Contract shall be a public record as provided by the Nebraska public records statutes (Neb. Rev. Stat., §§ 84-712 through 84-712.09, as amended), and shall be made available by the University to the public for examination as provided by said statutes.


IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Contract as of the date indicated below.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA


William H. Moos
Director of Athletics

Ronald D. (Ronnie) Green
Chancellor

Approved in accordance with Executive Memorandum No. 13:


Hank M. Bounds
President

Agreed and accepted by Coach this 14 day of June, 2019.


Will Bolt, Head Men's Baseball Coach

APPENDIX "A"
University of Nebraska–Lincoln Department of Athletics
Policy on HuskerVision Television Productions

HuskerVision, a division of the Department of Athletics, produces a number of programs, including coaches' shows featuring commentary and game highlights, which are licensed to distributors of television programming. These programs are intended to inform the public about and generally promote the intercollegiate athletic programs at the University of Nebraska–Lincoln. The purpose of this policy is to clarify the relationship between HuskerVision/the Athletics Department and its employees with regard to this television programming.

- (1) The Athletics Department, in conjunction with its HuskerVision unit, will provide all resources necessary to produce the television programs described in this policy. More specifically, the Department will provide (A) the studio, the camera personnel, directors, editors and all technical personnel, and all the equipment required to produce and record the show, (B) creative consultants, (C) personnel responsible for licensing the distribution of the shows, (D) the announcer talent appearing on the shows, and (E) the University of Nebraska trademarks associated with the Athletics Department. All of this support is provided through the application and expenditure of university resources.
- (2) HuskerVision staff and Coaches shall cooperate and mutually agree upon a taping and production schedule as needed to meet the needs of the distribution of the production. Coaches will also make a reasonable number of appearances in recorded and/or live promotions made on behalf of the University of Nebraska–Lincoln and their HuskerVision show. Such participation in the productions is considered part of the Coaches' regular employment duties for which they are compensated pursuant to their contract or letter of appointment. The coaches shall permit the use of their name and image, or other similar identifiers personal to the coach, on the shows and in relation to any Athletics Department promotion of the HuskerVision shows.
- (3) The resulting productions and revenue, if any, shall be the property of the University, along with all rights that accompany the ownership of such copyright protected property. The University employees' contributions to the television productions shall be considered "works-for-hire". The Athletics Department may subsequently market the HuskerVision shows, or edited versions thereof, to secondary markets through the distribution of video tapes, CDS, DVDs, over the Internet, or any other means of recording and distribution. In addition, the shows may be edited to meet the needs of the University, including the distribution of segments of the shows used for viewing at athletic events, for development and promotion of the Department or the University.

APPENDIX "B"

University of Nebraska Department of Athletics Exceptional Performance Bonus Policy (Conference Championships and Postseason Competition)

In accordance with this Policy, the University of Nebraska-Lincoln Department of Intercollegiate Athletics provides for the payment of bonuses to Head Coaches, Assistant Coaches and other designated staff when the circumstances and levels of achievement specified in this Policy are attained.

Bonus Eligibility & Procedures:

1. In football, the full-time Head Coach, Assistant Coaches, Head Strength Coach, and Football Chief of Staff are eligible for the bonuses described in this Policy. In all sports other than football, full-time Head Coaches, Assistant Coaches and Directors of Operations are eligible for the bonuses described in this Policy. In all instances, bonuses are awarded on condition that the recipient is not in breach or violation of his or her University employment agreement, which is set forth for certain employees in a written employment contract and for others in the more commonly used letter of appointment. Regardless of the form of the employee's employment agreement, the rules, regulations and policies of the University of Nebraska are included as part of his or her employment obligations.
2. Notwithstanding any other provision of this Policy, exceptional performance bonuses based upon team participation in postseason competition shall not be awarded if circumstances prompt a special determination by the body overseeing the relevant postseason participation, allowing the team to compete in the post-season under circumstances when its performance would not normally allow for postseason play.
3. All bonus amounts shall be based on the individual's base salary for the fiscal year of achievement, calculated as the percentage specified in the following Conference & Postseason Bonus Schedule.
4. In order to be eligible for a bonus in connection with participation in an athletic contest (e.g. conference championship game or postseason bowl), the employee must attend and perform his or her employment duties at the contest, unless excused for legitimate reasons, such as illness or family emergency.
5. All bonus payments will be paid on a date to be determined by the University, but in no case later than 90 days following the last possible event which is the basis for the award. The payment shall be processed through the University's payroll system as compensation, subject to all applicable withholding and deductions.

Notes

(1) Conference championship and other postseason bonuses are for team accomplishments. However, if an individual student-athlete wins an individual national championship, the head coach and the primary assistant coach who directly coached the student-athlete will receive a 5% bonus, if no other team based bonus is earned.

(2) A conference championship bonus may be earned for either a regular season or postseason tournament championship, but not both.

(3) A maximum of two (2) bonuses shall be earned per year for Track (however, only the head coach and the primary assistant coach for cross country are eligible for one (1) of those bonuses to be earned in cross country).

(4) For head coach bonuses in football and basketball, refer to the coach's unique written employment contract.

University of Nebraska Department of Athletics Exceptional Performance Bonus Policy Schedule

Individual Sports (1)	Conference Championship (2)	Highest Applies			
		Postseason Selection	Postseason Advancement	Postseason Finals	National Champion
Men's & Women's Tennis	15%	5%	Top 16 10%	Top 4 20%	25%
Men's Golf	15%	5%	Top 30 10%	Top 8 20%	25%
Women's Golf	15%	5%	Top 24 10%	Top 8 20%	25%
Men's Gymnastics	15%	5%	N/A	Top 6 20%	25%
Women's Gymnastics	15%	5%	Top 8 10%	Top 4 20%	25%
Wrestling	15%	N/A	Top 20 10%	Top 4 20%	25%
Swimming & Diving	15%	N/A	Top 20 10%	Top 4 20%	25%
Rifle	15%	10%	N/A	Top 4 20%	25%
Bowling	N/A	10%	N/A	Top 4 20%	25%
Track & Cross Country (3)	M (In or Out) 15%	N/A	Top 10 M (In or Out) 15%	Top 4 M (In or Out) 20%	M (In or Out) 25%
	W (In or Out) 15%		W (In or Out) 15%	W (In or Out) 20%	W (In or Out) 25%
	M or W (XC) 15%		M or W (XC) 15%	M or W (XC) 20%	M or W (XC) 25%

Team Sports	Conference Championship (2)	<i>Highest Applies</i>			
		Postseason Selection	Postseason Advancement	Postseason Finals	National Champion
Volleyball	15%	10%	Top 16 15%	Top 4 20%	25%
Baseball	15%	5%	Top 16 10%	Top 8 20%	25%
Softball	15%	5%	Top 16 10%	Top 8 20%	25%
Soccer	15%	5%	Top 16 10%	Top 4 20%	25%
Men's & Women's Basketball Assistants (4)	15%	NCAA 10%	NCAA Top 16 15%	NCAA Top 4 20%	NCAA Champion 25%

Football	<i>Highest Applies</i>		<i>Highest Applies</i>				
	Win or Tie Division	Conference Championship	Non CFP Bowl Game	CFP Bowl Game (non playoff)	CFP Semifinal Game	CFP Championship Game	National Champion
Football Assistants (4)	5%	15%	8.33%	16.67%	20%	22.5%	25%

Established May 26, 2014 (for 2014-15). Revised April 10, 2015 (for 2015-16). Revised April 7, 2016 (for 2016-17). Revised August 20, 2018 (for 2018-19).

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

Pursuant to Section 4.7.1 of the Bylaws of the Board of Regents of the University of Nebraska the following departmental policy entitled "Standards of Professional Performance for Athletic Staff and Rules of Procedure for Disciplinary Actions" have been approved by the Chancellor.

Section I. Definitions. Unless the context otherwise requires, the definitions given in this section shall apply when any one of the defined terms appears in this departmental policy.

(a) "Athletic Director" shall mean the Director of Intercollegiate Athletics of the University of Nebraska-Lincoln.

(b) "Conference" shall mean the Big Ten Conference, or any successor athletic conference to which the University belongs.

(c) "Department" shall mean the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln.

(d) "Governing athletic rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the Conference, or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power and authority relating to any intercollegiate athletics program of the University or to any intercollegiate athletics program of any institution of postsecondary education previously employing a senior athletic staff member.

(e) "NCAA" shall mean the National Collegiate Athletic Association.

(f) "Athletic staff member" shall mean any employee of the Department who is employed by special appointment pursuant to Section 4.4.1 of the Bylaws of the Board of Regents of the University of Nebraska and who is classified as a member of the professional staff of the University.

(g) "University" shall mean the University of Nebraska-Lincoln.

Section 2. Standards of Professional Performance.

(a) Athletic staff members shall perform their duties and personally comport themselves at all times in a manner consistent with good sportsmanship and with the high moral, ethical and academic standards of the University. Each senior athletic staff member shall at all times exercise due care that all personnel and students under their supervision or subject to their control or authority shall comport themselves in like manner.

(b) Athletic staff members shall observe and respect the principles of institutional control of the University's Intercollegiate Athletics Program.

(c) Athletic staff members will at all times comply with the law, applicable University regulations, and governing athletic rules. Athletic staff members have an obligation to personally comply with and to exercise due care that all personnel and students subject to their direct control or authority comply with governing athletic rules relating to recruiting and furnishing of unauthorized extra benefits to recruits and to student-athletes.

(d) Athletic staff members are expected to recognize that the primary mission of the University is to serve as an institution of postsecondary education, and each athletic staff member shall be expected to fully cooperate with the faculty and administrators of the University in connection with the academic pursuits of student-athletes and to use their best personal efforts to encourage and promote those pursuits.

Section 3. Disciplinary Action Less Severe Than Suspension or Termination. The University shall have the right to take disciplinary or corrective action against any athletic staff member, short of suspension or termination of employment for cause, for any reason which would allow termination for cause under the provisions of Section 4 of this departmental policy. Such disciplinary action may include, but is not limited to, reprimand or probation, and shall not affect the University's right to initiate more severe disciplinary action under Section 4 of this departmental policy. In addition, any athletic staff member shall be subject to disciplinary or corrective action by the NCAA or the Conference for any violation of NCAA or Conference governing athletic rules, respectively. Such action by the NCAA or the Conference shall not preclude or in any manner affect the University's right to take disciplinary action pursuant to this Section 3 or pursuant to Section 4 of this departmental policy.

Section 4. Termination or Suspension for Cause.

(a) The University may terminate or suspend the employment of an athletic staff member for adequate cause. For the purpose of this policy the terms "adequate cause" and "cause" shall be synonymous and shall mean any one or more of the following:

(1) Neglect or inattention to performance of duties of University employment, after reasonably specific written notice of such neglect or inattention has been given to the athletic staff member by the Chancellor, the Athletic Director or other authorized University

administrator or supervisor, and the athletic staff member has continued such neglect or inattention during a subsequent period of not less than ninety (90) days; provided that in cases of egregious dereliction of duties or mismanagement, which in the reasonable judgment of the Chancellor, the Athletic Director or such other administrative officer designated by the Chancellor has a substantial, serious and grave impact on the operations of the Department or the University, such notice and opportunity to cure is not required; or

(2) Material, significant or repetitive violation or breach of any governing athletic rule, any University regulation, or any state or federal law or regulation; or

(3) Conviction for violation of a criminal law (excluding minor traffic or non-criminal offenses); or

(4) Fraud or dishonesty in the performance of duties of University employment, including the theft or intentional destruction of property, including but not limited to files, data, playbooks and any electronically stored information belonging to the University; or

(5) Fraud or dishonesty in the preparation, falsification, or alteration of (1) documents or records of the University, the NCAA, or the Conference, (2) documents or records required to be prepared or maintained by law, governing athletic rules, or University regulations, or (3) other documents or records pertaining to recruitment of any student-athlete, including, without limitation, expense reports, transcripts, eligibility forms, or compliance reports; or permitting, encouraging or condoning any such fraudulent or dishonest act by any other person; or

(6) Failure to respond accurately and fully within a reasonable time to any reasonable request of inquiry relating to the performance of duties of University employment or relating to performance of duties of any prior employment at another institution of postsecondary education which shall be propounded by the University, the NCAA, the Conference, or other governing body having supervision over the intercollegiate athletics program of the University, or such other institution of postsecondary education; or which shall be required by law, governing athletic rules, or University regulations; or

(7) Counseling or instructing any coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request of inquiry concerning a matter relevant to any intercollegiate athletics program of the University or other institution of postsecondary education which shall be propounded by the University, the NCAA, the Conference, or other governing body having supervision over the intercollegiate athletics program of the University or such other institution of postsecondary education; or which shall be required by law, governing athletic rules, or University regulations; or

(8) Soliciting, placing or accepting a bet on any intercollegiate athletic contest, or permitting, encouraging, or condoning any such act by any other person; or

(9) Participating in, condoning or encouraging any illegal gambling, bookmaking, or illegal betting involving any intercollegiate athletic or professional athletic contest, whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or

(10) Furnishing of information or data relating in any manner to football, basketball or any other sport to any individual who the athletic staff member knows or reasonably should know is a gambler, bettor or bookmaker, or an agent of any such person; or

(11) Use or consumption of alcoholic beverages in such degree as to significantly and materially impair the ability of the athletic staff member to perform his or her duties of University employment; or

(12) Sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, under circumstances where the sale, use or possession of any such item is prohibited by law or by any governing athletic rule; or

(13) Permitting, encouraging or condoning the sale, use or possession by any student of any narcotics, drugs, controlled substances, steroids or other chemicals, under circumstances where the sale, use or possession of any such item is prohibited by law or by any governing athletic rule; or

(14) Failure to fully cooperate in the enforcement and implementation of any drug testing program established by the University for student-athletes; or

(15) Subject to any right of administrative appeal within the NCAA or Conference, the making or rendition of a finding or determination by the NCAA, the Conference, or any commission, committee, council or tribunal of the same, (a) of one or more major, significant or repetitive violation of any governing athletic rule, or (b) of any such major, significant or repetitious violation by others which were permitted, encouraged or condoned by the athletic staff member, or about which violation the senior athletic staff member knew or reasonably should have known and failed to act reasonably to prevent, limit, or mitigate; or

(16) Failure to report promptly to the Athletic Director any known violation of any governing athletic rule or University regulation by an assistant coach, a student or other person under the direct control or supervision of the athletic staff member; or

(17) Failure to report accurately all sources and amounts of athletically related income as required by governing athletic rules.

(b) In lieu of termination of employment for cause, the University may suspend an athletic staff member (with or without pay) for a period not to exceed ninety (90) days for one or more of the acts or omissions representing grounds for termination of employment for cause under subsection (a) of this Section 4.

Section 5. Suspension for Criminal or Other Charges.

(a) As an alternative or supplement to any other remedies available to the University under this departmental policy, the University may suspend an athletic staff member on the following grounds:

(1) In the event of an indictment or information being filed against an athletic member charging a felony, or

(2) In the event of delivery of notice of formal inquiry or in the event of a preliminary finding by the NCAA, the Conference, or any commission, committee, council or tribunal of the same, alleging or finding one or more major, significant, or repetitive violations by the athletic staff member personally of any governing athletic rule, or such violations by other persons which were permitted, encouraged or condoned by the athletic staff member, or about which the athletic staff member had actual or constructive knowledge and failed to act reasonably to prevent, limit or mitigate.

(b) Any suspension of an athletic staff member under this Section 5 may continue until final resolution of such matter or proceeding. During such suspension, the athletic staff member shall continue to receive his or her regular University salary and benefits.

(c) Suspension of an athletic staff member under this Section 5 shall not in any manner prevent or otherwise limit the right of the University to act against the senior athletic staff member pursuant to Sections 3 or 4 of this departmental policy.

Section 6. Pre-termination Hearing.

(a) Prior to the employment of an athletic staff member being terminated for cause under this departmental policy, and except in those extraordinary situations in which it is reasonably determined that a pre-termination hearing would be seriously detrimental to the interests of the University, an athletic staff member will be given written notice of the intent of the University to terminate his or her employment for cause at least seventy-two (72) hours before the intended termination of employment. The notice of intended termination of employment shall be signed by the Athletic Director or other administrative officer as may be designated by the Chancellor, and shall set forth the reasons for termination of employment and a short explanation of the evidence which supports the intended termination of employment. Upon request, the athletic staff member shall have the right, prior to the intended termination of employment, to present a statement, either oral or written, to the Athletic Director, or such other administrative officer designated by the Chancellor, setting forth the reasons why he or she believes his or her employment should not be terminated.

(b) In those extraordinary situations where a pre-termination hearing is not possible, the Athletic Director, or such other administrative officer designated by the Chancellor, shall provide to the athletic staff member with written notice of termination of his or her employment and a short

written explanation of the evidence which supports the termination decision. Such notice shall be given to the athletic staff member as soon as possible and in no case more than forty-eight (48) hours after the time of termination of employment.

(c) The procedure described above in subsections (a) and (b) of this Section 6 shall also apply in the event of suspension of any senior athletic staff member from employment for cause.

Section 7. Post-termination Hearing.

(a) If the employment of an athletic staff member is terminated for cause under this departmental policy, the athletic staff member upon written request delivered to the Athletic Director shall have the right to a post-termination hearing within a reasonable time after termination of his or her employment.

(b) The post-termination hearing will be conducted by a panel of three academic-administrative employees of the University selected by the Chancellor. Such hearing will be reported by a qualified court reporter, and a transcript of such hearing shall be prepared, all at the expense of the University. The athletic staff member shall at his or her option have the right to have a personal attorney present at such hearing, to call witnesses on his or her behalf, and to cross-examine witnesses. The formal rules of evidence applicable in the courts of the State of Nebraska shall not be applicable in any such hearing, however, the hearing panel shall only give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent persons in the conduct of their affairs. The hearing panel may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence.

(c) After the conclusion of the hearing, the hearing panel shall promptly make a written recommendation for decision of the case to the Chancellor and provide a copy of such written recommendation to the athletic staff member. As soon thereafter as possible, the Chancellor, or his or her designated representative, shall inform the athletic staff member of the decision of the Chancellor relating to termination of the athletic staff member's employment. The decision of the Chancellor shall be final and there may be no further administrative appeal of such decision within the University of Nebraska.

(d) The procedure described in subsections (a), (b) and (c) of this Section 7 shall also apply in the event of suspension of any athletic staff member from employment for cause.

Section 8. Termination Without Cause.

The employment of any athletic staff member may be terminated at any time without cause by the University giving the athletic staff member advance notice as required by Section 4.4.1 of the Bylaws of the Board of Regents of the University of Nebraska.