

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate, ("the University"), and Mr. Marc Bauer an individual ("Mr. Bauer"). This Agreement is effective as of the date upon which it is signed by Mr. Bauer and supercedes the Employment Agreement naming Mr. Bauer as Interim Director of Intercollegiate Athletics as of the effective date.

### RECITALS

Whereas, the University is desirous of employing, and Mr. Bauer is desirous of being employed, effective May 1, 2019 in the capacity of Director of Intercollegiate Athletics at UNK.

Now therefore, in consideration of the foregoing, Mr. Bauer and the University agree as follows:

Section 1. **Appointment.** Mr. Bauer agrees effective May 1, 2019 the University hereby appoints, and Mr. Bauer accepts employment as, Director of Intercollegiate Athletics at UNK with duties and responsibilities as assigned, directed and supervised by the Chancellor. Mr. Bauer's Regular Administrative appointment is further governed by the Bylaws and Policies of the Board of Regents, found at [www.nebraska.edu](http://www.nebraska.edu), and any and all policies and procedures establish by the University of Nebraska at Kearney, found at [www.unk.edu](http://www.unk.edu), all of which are incorporated herein by this reference.

Section 2. **Payment of Salary & Benefits.** The Parties agree that Mr. Bauer will receive, for his appointment as Director of Intercollegiate Athletics at UNK, an annual salary of \$137,000, less applicable withholding taxes or other deductions, all in accordance with the documentation on file with the University. Mr. Bauer shall also be eligible to participate in the University's fringe benefit programs, including employer contributions to health and insurance benefits, in accordance with the University's programs and policies.

Section 3. **Term.** The Term of this Agreement shall commence on May 1, 2019. Mr. Bauer may terminate his employment hereunder at any time by providing the Chancellor 30-days written notice and the Chancellor may terminate employment "at will" at any time by providing Mr. Bauer 90-days notice. Upon separation, any unused vacation or other eligible leave accrued will be paid to Mr. Bauer in accordance with University policy.

Section 4. **Releases.** Mr. Bauer and the University hereby agree that performance of the terms of this Employment Agreement depend upon faithful performance of the terms hereof by Mr. Bauer and the University.

Section 5. **Acknowledgments.**

A. Mr. Bauer acknowledges that in addition to salary and benefits defined in Section 2, he is also eligible to receive payments as follows:

- i. An annual stipend, to offset unreimbursed travel expenses in connection with the position, of \$2,000 provided by the University of Nebraska Foundation.
- ii. An annual professional development stipend of \$5,000 provided by the University of Nebraska Foundation.
- iii. Mr. Bauer is not entitled to any additional or further benefits or payments from the University for his appointment as Director of Intercollegiate Athletics for the Lopers, other than those provided for by this Agreement.

B. Mr. Bauer acknowledges that the terms and conditions of this Agreement as they pertain to his appointment as Director of Intercollegiate Athletics for the Lopers, constitute the full and complete

understandings, agreements and arrangements of the Parties and there are no agreements, covenants, promises, or arrangements other than those set forth herein.

Section 6. **Binding Effect.** The terms and conditions of this Employment Agreement shall be binding upon each of the Parties and their respective heirs, personal representatives, successors, and assigns.

Section 7. **Governing Law; Severability.** The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Agreement. If any portion of this Agreement 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 Agreement.

~~IN WITNESS WHEREOF~~ the Parties have executed this Agreement as of the date set forth below.

[Redacted Signature]

Marc Bauer

04/23/19  
Date

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

[Redacted Signature]

Douglas Kristensen, Chancellor

4-23-19  
Date

[Redacted Signature]

Jon Watts, UNK Vice Chancellor for Business and Finance

4/23/19  
Date