

EMPLOYMENT AGREEMENT

HEAD COACH – VOLLEYBALL DEPARTMENT OF INTERCOLLEGIATE ATHLETICS UNIVERSITY OF NEBRASKA-LINCOLN

This Employment Agreement (“Agreement”) is made and entered into 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 **Dani Busboom-Kelly** (“Coach”), an individual, hereinafter referred to collectively as the Parties. This Agreement replaces in its entirety the letter dated January 29, 2025, offering the Coach the position of Head Coach of the Volleyball Program and describing the material terms of the offer.

Recitals

The University agrees to employ the Coach as Athletics’ Head Coach for its Volleyball program, and the Coach has agreed to serve in that capacity, pursuant to the terms contained 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.** The University shall appoint the Coach to serve as the Head Coach of Athletics’ Volleyball program (“Program”) commencing on January 31, 2025 (“Start Date”). 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 the later of the last day of competition of the 2030 Program season or January 31, 2031, or the date through which the Agreement has been extended pursuant to Section 9 of this Agreement or the immediately following sentence (the “Term”). If any time during the Term Coach remains employed pursuant to the terms of this Agreement and the Program advances to the Final Four of the NCAA volleyball tournament, then for each such Final Four appearance the Term of this Agreement shall be extended by one Contract Year (each an “Automatic Extension”). For purposes of this Agreement and except for the initial Contract Year, a Contract Year shall be defined as February 1st through January 31st.

2. **Compensation and Benefits.** The University shall continue to pay Coach an annual, gross salary as provided below (“Base Salary”), 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. This salary may be adjusted accordingly if the Coach’s appointment becomes less than full-time. In addition, the University can adjust the Coach’s 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 annual 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.

<u>Contract Year</u>	<u>Base Salary</u>
Start Date through January 31, 2026	\$700,000
February 1, 2026 through January 31, 2027	\$725,000
February 1, 2027 through January 31, 2028	\$750,000
February 1, 2028 through January 31, 2029	\$775,000
February 1, 2029 through January 31, 2030	\$800,000
February 1, 2030 through January 31, 2031	\$825,000

In the event the Term is extended pursuant to the Automatic Extension described in Section 1, the Coach's Base Salary for the subsequent Contract Year and each Contract Year thereafter shall be an amount that is twenty-five thousand dollars (\$25,000) more than the Base Salary of the Contract Year immediately prior.

3. **Bonuses.** In addition to the Coach's salary referenced in the preceding provision, the Coach will be eligible to receive the below bonuses if the Program meets certain levels of achievement. To receive a bonus based on the Program's participation in a postseason event, the Coach must attend and perform her regular employment duties at the event, unless specifically excused by the Athletics Director or his or her designee. Notwithstanding the foregoing, a bonus shall not be awarded to the Coach if the team's participation in postseason competition is attributable to a special determination by the governing body overseeing the postseason participation that allows the team to participate in the postseason event even though the team's performance or record during the regular season would not have qualified it for postseason play. A conference championship bonus may be earned for either a regular season or postseason tournament championship, but not both. These bonuses are in addition to the regular annual compensation owed to Coach under the terms of this Agreement and each bonus shall be paid to Coach within forty-five (45) days following the last possible postseason event in which the accomplishment is achieved. Any bonuses granted to Coach will be treated as income and, accordingly, will be subject to all withholdings and will be reported on the Coach's W-2 income tax form. The Coach shall not be eligible to receive a bonus if the Coach is in breach of this Agreement. The Coach shall not be eligible to receive a bonus if the Coach is in breach of this Agreement.

- (a) Coach shall be paid \$50,000 if the Program wins the Big Ten Conference Championship or is Co-Champion of the Big Ten Conference Championship; and
- (b) Coach shall be paid \$100,000 if the Coach is selected as the American Volleyball Coaches' Association National Coach of the Year; and
- (c) If the Program achieves the following, Coach shall be paid the following amount based on the highest achievement obtained:
 - i. \$50,000 for advancing to the Final Four of the NCAA volleyball tournament; or
 - ii. \$100,000 for winning the NCAA National Championship Tournament.

4. **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 Volleyball Coach without the advance, written approval of the Director of Intercollegiate Athletics ("Athletic Director") and the Chancellor at the University of Nebraska-Lincoln. 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, 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.

5. **Duties.** As the Head Volleyball 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 engage in any dealings, 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. 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 and to maintain the high ethical and moral standards expected of all University coaches;
- (c) To devote full 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, 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 A** and is incorporated, as it may be modified from time-to-time, herein by this reference.)

6. **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.

7. **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.

8. **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.

9. **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. In the event the parties do not extend or renew the term of this Agreement and this Agreement expires, University shall pay Coach any accrued, but unused, vacation or floating holidays, as well as any final base salary paid for work performed and any compensation paid as part of a vested retirement benefit through the last day of the Term.

10. 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 another coaching or athletics-related position with another employer, the University will incur damages that will be uncertain and not susceptible to exact computation. In light of that, the Parties acknowledge and agree that the Coach shall pay the University the relevant amount listed below as liquidated damages, with such amount to be determined based upon the date the Coach notifies the University of her resignation. Such amount shall be paid within sixty (60) calendar days following the effective date of the Coach's resignation, as a reasonable forecast or approximation of the damages that the University will incur from the Coach's resignation.

<u>Date Coach Notifies University of Resignation</u>	<u>Amount Owed</u>
Start Date through January 31, 2026	\$2,000,000
February 1, 2026 through January 31, 2027	\$1,000,000
February 1, 2027 through January 31, 2028	\$500,000
February 1, 2028 through January 31, 2029	\$250,000
February 1, 2029 through January 31, 2030	\$0
February 1, 2030 through January 31, 2031	\$0

In the event of an Automatic Extension, the Amount Owed in the year in which the Automatic Extension is earned shall be repeated for the next Contract Year and thereafter the Amounts Owed in subsequent years shall be reallocated accordingly. For illustration purposes, if the Automatic Extension is earned between February 1, 2027 through January 31, 2028, then the amount owed from February 1, 2028 through January 31, 2029 shall be \$500,000, the amount owed from February 1, 2029 through January 31, 2030, shall be \$250,000, the amount owed from February 1, 2030 through January 31, 2031

shall be \$0 and the Amount Owed for February 1, 2031 through January 31, 2032 shall be \$0.

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 unearned exceptional performance bonus or any accrued, but unused, vacation or floating holidays. The forfeiture shall not include any final base salary paid for work previously performed, any earned exceptional performance bonus not yet paid, or any compensation paid as part of a vested retirement benefit.

11. **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 B**, 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. The University also may terminate the Coach's employment at any time due to the discontinuation of a program or department or due to 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 for cause, 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 exceptional performance bonus or any accrued, but unused vacation or floating holidays. This forfeiture shall not include any final base salary paid for work previously performed or any compensation paid as part of a vested retirement benefit.
- (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 contained within this section of the Agreement shall survive.

- ii. If the University exercises its right to terminate the Coach's employment without cause, the University will pay Coach, as liquidated damages, a lump sum amount that is seventy percent (70%) of the amount calculated by multiplying the number of full months remaining in the Term at the time of termination by the amount of Coach's then-monthly Base Salary. This amount shall be paid by the University within sixty (60) calendar days following the effective date of Coach's termination of employment without cause and will be subject to all requisite withholdings. Such withholdings shall be determined by the University in its sole discretion in accordance with the University's interpretation of state and federal law. These liquidated damages encompass all other forms of compensation that may be due to Coach, including without limitation, any accrued, but unused, vacation or floating holidays. Coach will also be paid any final base salary earned for work previously performed and any exceptional performance bonus that was earned prior to Coach's termination. For the avoidance of doubt, this liquidated damages amount does not include 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.
- iii. The Parties have negotiated and agreed to these liquidated damages. Based on the University's agreement to pay these liquidated damages, the Coach hereby waives and releases 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. 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, the University shall have the right to immediately terminate all future payments due, recover past payments made, and pursue all legal remedies available under law.

12. **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 liquidated damages, and will be required to return any that have been disbursed.

13. **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, 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. 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.

14. **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.

15. **Relocation Expenses.** Pursuant to the University's Moving Relocation Policy, relocation expenses will be paid as a lump sum payment processed through payroll. Payment of relocation expenses of up to twenty-five thousand dollars (\$25,000) is authorized. The University will provide temporary housing for up to three (3) months from the start date.

16. **Travel Supplement.** Beginning on your Start Date through January 31, 2026, and for each Contract Year thereafter, Coach will be provided by the University, or the University shall arrange for, up to ten (10) hours of private flight time (which may be operated by the University under Part 91, or an air carrier under Part 135) for the personal use of Coach; provided, however, such use shall be in compliance with the Department's Aircraft Use Policy. Such fringe benefit will be reported as income to Coach at the value determined under the Standard Industry Fare Level (SIFL) formula, or such other method of valuation as the University deems appropriate and applies to all personal flights provided to employees, subject to applicable withholding of state and federal taxes as required by law and regulations of the Internal Revenue Service.

17. **Season Ticket Supplement.** Starting in the 2025-2026 season and during each year of the Term thereafter, the University will provide or will arrange for up to four (4) complimentary men's basketball, women's basketball, and football season tickets for the Coach's personal use. Such fringe benefit shall be reported as income to the Coach at its fair market value, subject to applicable withholding of state and federal taxes as required by law and the rules and regulations of the Internal Revenue Service.

18. **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.

19. **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.

20. **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 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.

DANI BUSBOOM-KELLY 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.

DANI BUSBOOM-KELLY

By _____
Dani Busboom-Kelly Date

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

By _____
Jeffrey P. Gold, M.D. Date
President

APPROVED:

By _____
Troy Dannen Date
Athletic Director

By _____
Seth Dorsey Date
Deputy AD of Internal Operations - /CFO

APPENDIX A
A
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 B

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.

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