

FIRST ADDENDUM

Through this First Addendum, the Parties, **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 **Mickey Joseph** ("Coach Joseph"), an individual, hereby amend and modify the provisions of their current employment contract.

Recitals

A. The University, through its Athletics, currently employs Coach Joseph as a Wide Receivers/Passing Game Coordinator/Associate Head Coach for its national collegiate football program pursuant to an employment contract that became effective on or about December 6, 2021 ("Original Contract").

B. The University has offered Coach Joseph the opportunity to serve as the Head Coach of its football program on an interim basis, and Coach Joseph has accepted that opportunity pursuant to the terms and conditions contained within this First Addendum.

C. In accordance with Section 15 of the Parties' Original Contract, which allows that contract to be amended at any time pursuant to a written instrument signed by the University and Coach Joseph, the Parties hereby amend their Original Contract through this First Addendum to effectuate Coach Joseph's appointment as the Interim Head Coach – Football ("Interim Coach").

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 Original Contract as follows:

1. **Term.** Effective September 11, 2022, Coach Joseph shall serve as the Interim Coach until the University appoints a regular Head Football Coach. If someone other than Coach Joseph is appointed as the regular Head Football Coach, Coach Joseph immediately shall cease being the Interim Coach upon the effective date of the new Head Football Coach's appointment and shall thereafter resume his duties as a Wide Receivers/Passing Game Coordinator/Associate Head Coach under the terms and conditions set forth within his Original Contract with the University. If Coach Joseph is selected and appointed as the regular Head Football Coach, the Parties shall enter into a new contract of employment. Except as specifically provided herein with regard to terms that survive this First Addendum, the terms of this First Addendum shall remain in place and supersede the terms of the Original Contract only during the period that Coach Joseph serves as the Interim Coach and shall cease to be in effect once Coach Joseph is no longer serving in that capacity.

2. **Duties and Responsibilities.** While serving as the Interim Coach, Coach Joseph shall perform all duties and responsibilities necessary for the supervision and administration of the football program, as well as any additional duties or responsibilities that the Athletic Director may assign to him. In carrying out those duties and responsibilities, Coach Joseph shall directly report and be accountable to the Athletic Director. The Athletic Director will provide Coach Joseph with the necessary authority to perform these duties and responsibilities on behalf of the football program, including the ability to make necessary personnel changes in a manner consistent with the University's personnel policies and practices, National Collegiate Athletic Association (NCAA) regulations, and required approvals.

3. **Stipend.** In consideration of Coach Joseph's agreement to perform the additional duties and responsibilities set forth in this First Addendum that are expanded from the Original Contract, the University guarantees him a stipend (the "Stipend") payable as follows. Throughout the period that Coach Joseph serves as the Interim Coach, he shall be paid a monthly administrative stipend of thirty three thousand three hundred fifty dollars (\$33,350.00), less all authorized and required withholdings, on the University's regular paydays (the "Monthly Stipend Amount"). This University obligation specifically survives the termination, expiration or other disposition of this First Addendum and the Original Contract. This Stipend shall be in addition to the regular compensation and benefits that Coach Joseph receives from the University under the terms of the Original Contract.

4. **Bonus.** If the football program should achieve any of the following during the 2022 season, the University shall pay him an exceptional performance bonus in one of the following amounts based on the highest achievement obtained:

- (a) The football program wins or ties for the West Division title of the Big Ten Conference, without an invitation to or appearance in the Big Ten Conference Championship game – one hundred thousand dollars (\$100,000.00);
- (b) The football program plays in, but does not win, the Big Ten Conference Championship game – two hundred thousand dollars (\$200,000.00);
- (c) The football program wins the Big Ten Conference Championship game – three hundred thousand dollars (\$300,000.00).

If the football program should play in a post-season bowl game in connection with the 2022 season, the University shall pay him an exceptional performance bonus in one of the following amounts based on the highest achievement obtained:

- (a) The football program plays in any bowl game that is not part of the College Football Playoff (CFP) invitational tournament to determine the national champion – One hundred fifty thousand dollars (\$150,000.00)
- (b) The football program plays in any CFP bowl game – Two hundred fifty thousand dollars (\$250,000.00)
- (c) The football program plays in a CFP semi-final bowl game – Three hundred thousand dollars (\$300,000.00)
- (d) The football program plays in, but does not win the CFP National Championship game – Three hundred fifty thousand dollars (\$350,000.00)
- (e) The football program wins the CFP National Championship game – Six hundred fifty thousand dollars (\$650,000.00)

The University shall pay any earned exceptional performance bonuses on a date determined by the University that is not later than the last day in February following the occurrence of the achievement. If Coach Joseph receives an exceptional performance bonus based on his performance as the Interim Coach, he shall not be eligible for any of the bonuses identified in his Original Contract. The University obligation(s) specified in this paragraph 4 specifically survives the termination, expiration or other disposition of this First Addendum and the Original Contract.

5. **Contractual Provisions.** Any provisions of the Parties' Original Contract that are inconsistent with the terms of this First Addendum shall be deemed null and void and superseded by the terms of this First Addendum throughout the period that Coach Joseph serves as the Interim Coach. Except to the extent expressly modified by the terms of this First Addendum, all other provisions of the Parties' Original Contract shall remain in full force and effect while Coach Joseph serves as the Interim Coach, including

EMPLOYMENT AGREEMENT

ASSOCIATE HEAD COACH -- FOOTBALL 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 **Mickey Joseph** ("Coach"), an individual, hereinafter referred to collectively as the Parties.

Recitals

The University agrees to employ the Coach as the Athletics' Wide Receivers/Passing Game Coordinator/Associate Head Coach for its football program, and the Coach agrees 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 Wide Receivers/Passing Game Coordinator/Associate Head Coach ("Associate Head Coach") of the Athletics' football program ("Program") commencing on December 6, 2021. This appointment shall be a full-time, all-year special appointment as a member of the University's managerial-professional staff and is contingent upon the Coach's ability to demonstrate that he is authorized to work in the United States, his successful completion of a background check, and the approval of his appointment by the University of Nebraska Board of Regents. 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 managerial-professional 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 an Associate Head Coach shall continue until December 31, 2023, or the date through which the Agreement has been extended pursuant to Section 9 of this Agreement.

2. **Compensation and Benefits.** The University shall pay the Coach an annual, gross salary of six hundred thousand dollars (\$600,000.00), 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 professional staff. This salary will 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 football season is shortened or not played due to exigent circumstances beyond the control of the University, such as a medical pandemic. The University will notify the Coach in advance of such adjustment and will adjust the salary proportionately to the reduction in the season. 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 managerial-professional staff members, as well as any additional fringe benefits that may be approved by the Athletic Director. Except to the extent expressly provided

otherwise within this Agreement or required by law, the University's obligation to compensate and provide fringe benefits to the Coach shall cease immediately upon the termination of the Agreement.

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

4. **Income through Outside Activities.**

- (a) The Coach shall first obtain the advance, written approval of the Head Football Coach, the Director of Intercollegiate Athletics ("Athletic Director"), and the Chancellor at the University of Nebraska-Lincoln prior to engaging in any activity outside the University, for which the Coach will receive any form of remuneration based in whole or in part on the status of being an Associate Head Coach. 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. All approved Coach's endorsements must comply with the University's Board of Regents' Policy 3.3.9, which is incorporated herein by reference. The Coach must 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 Head Football Coach, 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") that utilize University buildings, facilities, materials and services, provided that all such camps are conducted pursuant to schedules approved in advance by Athletics, that any such camp complies with all University requirements relating to camps, and that all charges and fees established by the University from time-to-time for the use of University buildings, facilities, materials and services are paid to the University. The authority to organize and conduct camps is granted to the Coach pursuant to Section 3.4.5 of the Bylaws.
- (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 Associate Head Coach, the Coach shall perform those duties and responsibilities that are assigned to him from time to time by the Head Football Coach in conjunction with the supervision and administration of the Program commensurate with his position as Associate Head Coach. In carrying out those duties, the Coach shall report to and be accountable directly to the Head Football Coach, as well

as 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 the duties assigned to him 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, 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 direct 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 Head Football Coach, Athletic Director or other authorized University officials to benefit the University, Athletics, and their respective programs and missions, including without limitation radio appearances, appearances on Athletics' HuskerVision Television produced coaches shows, and other sponsorship/development support. (A current copy of the Athletics' Policy on HuskerVision Television Productions is attached to this Agreement as **Appendix B** and is incorporated, as it may be modified from time-to-time, herein by this reference.)

6. **Strict Compliance with all Applicable Laws, Rules and Regulations.** The Coach shall perform the duties of Associate 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. The Coach may be subject to disciplinary or corrective action by the University, including without limitation suspension without pay or termination of employment, if the Coach is found after being afforded proper due process to have violated any of these referenced constitutions, bylaws, rules, regulations or laws either during or preceding the Coach's employment with the University.

7. **University Property.** All property that is provided to, or developed or acquired by, the Coach as part of or in conjunction with his 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 all 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 an Associate 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 an Associate 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 Head Football Coach. Based on that evaluation, the Head Football Coach at his discretion and with the advance approval of the Athletic Director, the Chancellor, and if 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 recorded in a written addendum or modification to this Agreement that is executed by both the Coach and an authorized representative of the University.

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 the Athletic Director in advance of those discussions or negotiations.
- (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 twenty-five percent (25%) of Coach's remaining base salary during the term of this Agreement as liquidated damages, 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. The Parties have bargained for and agreed to this liquidated damages provision, giving consideration, *inter alia*, 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 national search for a new Associate 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.

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 the Athletics' policy attached to and incorporated by reference into this Agreement as **Appendix C**, which has been approved by the Chancellor pursuant to Section 4.8.1 of the Bylaws. The University may amend this policy from time-to-time within its discretion, in which case the most current version of the policy will apply to and be incorporated into this Agreement. 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, 4.17 and 4.18 of the Bylaws and the policies implementing those sections.
- (b) Reassignment and Termination of Employment Without Cause. Because the position of Associate Head Coach is unique and requires special skills and talents, the University may not reassign the Coach to another position without the Coach's prior written consent. The University may terminate the Coach's employment without cause by notifying the Coach either verbally or in writing of its intent to terminate the employment relationship within a specified time period determined by the University. Notwithstanding any provision of this Agreement to the contrary, the Coach's employment shall terminate on the date specified by the University in its notification, although the obligations regarding the payment and mitigation of liquidated damages contained in this section of the Agreement shall survive. If the University exercises its right to terminate the Coach's employment without cause, in addition to its payment of any annual base salary or bonus(es) that already has or have accrued (but not yet paid) as of the date of termination, the University will pay liquidated damages to the Coach in an amount that will be calculated by multiplying the number of full months remaining in the term of the Agreement at the time of termination (hereinafter "Remaining Term") by the amount of the Coach's annual base salary, provided however that this amount cannot exceed two times the Coach's annualized compensation for the calendar year immediately preceding the termination of employment (or the current calendar year if the Coach did not receive any compensation from the University in the preceding year). The Parties have negotiated and agreed to these liquidated damages, taking into consideration a variety of factors that make the calculation of damages with any specificity uncertain and having concluded that these liquidated damages provide adequate and reasonable compensation to the Coach for any damages or injury that may be sustained as a result of the termination of this Agreement. These liquidated damages will be deemed income to the Coach for income tax purposes and will be paid in equal monthly installments, less all required and authorized deductions, over the course of the Remaining Term. If the Coach should die during the Remaining Term, the University's obligation to pay any further installments shall cease on the last day of the month in which the Coach died. 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.

(c) **Mitigation of Damages.** The Coach shall have a duty to mitigate any damages that the Coach may sustain or incur based upon the termination of the Coach's employment, with or without cause, including without limitation any liquidated damages, by using the Coach's best efforts to actively seek and obtain comparable coaching or athletics-related employment within a reasonable period of time following that termination. The Coach shall not structure nor time compensation in any new coaching or athletics-related employment in a manner to avoid mitigation. The Coach shall respond to any inquiries that the University may make relating to those efforts. If the Coach secures other coaching or athletics-related employment during the Remaining Term, the Coach shall immediately share with the University in writing a description of the new position and the total compensation that will be paid to the Coach in that position. If the compensation earned during the Remaining Term in the new coaching or athletics-related position is less than what the Coach would have received in liquidated damages from the University during the Remaining Term in accordance with Article 12(b) above, the University within its sole discretion may choose to pay the Coach the difference through either reduced monthly payments or through a lump sum payment that is paid either by the University or a third party. Specifically, the University may elect to compensate the Coach through either of the following two options:

(1) The amount of any remaining monthly installments owed by the University to the Coach during the Remaining Term shall be reduced by the amount of monthly compensation that the Coach earns during the Remaining Term through the new coaching or athletics-related employment; or

(2) The present value of the total amount owed by the University to the Coach during the Remaining Term, using the 3-year Treasury Constant Maturity Rate, will be reduced by the amount of base salary that the Coach is calculated to earn during that same time period through the new coaching or athletics-related employment and will be paid to the Coach in a lump sum payment, which will be treated as income to the Coach for income tax purposes and will be subject to all requisite withholdings. In the event that University exercises its option to make a lump sum payment in accordance with the methodology specified in this subparagraph, it shall (a) provide written notice of such election to the Coach within thirty (30) calendar days of Coach's notice to the University of the new position and total compensation that will be paid to Coach in that position; and (b) make such lump sum payment to the Coach within sixty (60) calendar days following the provision of the written notice of election.

If the compensation that the Coach is calculated to earn in the new coaching or athletics-related employment during the Remaining Term exceeds that which the Coach would have received in liquidated damages from the University during the Remaining Term in accordance with Article 12(b) above, the University shall be relieved of any further obligations to compensate the Coach under this section of the Agreement.

12. **Incapacitation.** Should the Coach become unable to perform the duties of an Associate 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.

13. **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.

14. **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.

15. **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. The Coach acknowledges that the Coach understands each provision of this Agreement and is entering into this Agreement voluntarily, without duress and with a complete understanding of its terms and conditions.

16. **Public Record.** This Agreement is a public record within the meaning of the Nebraska public records statute, Nebraska Revised Statutes §§ 84-712 – 84-712.09, as amended, and therefore shall be made available by the University for public examination in accordance with that statute.

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APPENDIX A

UNIVERSITY OF NEBRASKA-LINCOLN DEPARTMENT OF INTERCOLLEGIATE ATHLETICS EXCEPTIONAL PERFORMANCE BONUS POLICY (Conference Championships and Postseason Competition)

The Department of Intercollegiate Athletics at the University of Nebraska-Lincoln grants bonuses to its Head Coaches, Assistant Coaches and other designated staff when the following accomplishments occur within their respective programs.

Bonus Eligibility & Procedures:

1. Coaches and other designated staff are not eligible to receive a bonus if they are in breach or violation of any terms of their written employment agreement or appointment letter or if they are not in conformance with any of the by-laws, rules, regulations or policies of the University of Nebraska. In the absence of any such breach or violation, the full-time Head Coach, Assistant Coaches, Head Strength Coach, and the Football Chief of Staff within the football program are eligible to receive the bonuses described within this policy. For all other athletic programs, full-time Head Coaches, Assistant Coaches and Directors of Operations are eligible to receive bonuses.
2. A bonus shall not be awarded under this policy if the team's participation in postseason competition is attributable to a special determination by the governing body overseeing postseason participation that allows the team to participate in the postseason even though the team's performance or record during the regular season would not otherwise have qualified it for postseason play.
3. All bonuses will be calculated based upon on a percentage of the individual's base salary for the fiscal year in which the achievement occurred, utilizing the percentages specified in the Conference and Postseason Bonus Schedule set forth below.
4. To receive a bonus based on the team's participation in a postseason event, eligible coaches and staff members must attend and perform their regular employment duties at that event, unless specifically excused by the Athletic Director for legitimate reasons such as illness or a family emergency.
5. The University will pay the bonuses no later than ninety (90) calendar days following the last possible postseason event in which the accomplishment is achieved. Bonuses will be deemed income for income tax purposes and will be subject to all applicable withholdings.

Notes

- (a) 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 five percent (5%) bonus, if no other team-based bonus is earned.
- (b) A conference championship bonus may be earned for either a regular season or postseason tournament championship, but not both.
- (c) A maximum of two (2) bonuses may be earned each year within the Track and Field program (however, only the head coach and the primary assistant coach for cross country are eligible to receive one (1) of these bonuses to be earned in cross country).

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

Conference and Postseason Bonus Schedule

Individual Sports (1)	Conference Championship (2)	<i>Highest Applies</i>			
		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% W (In or Out) 15% M or W (XC) 15%	N/A	Top 10 M (In or Out) 15% W (In or Out) 15% M or W (XC) 15%	Top 4 M (In or Out) 20% W (In or Out) 20% M or W (XC) 20%	M (In or Out) 25% W (In or Out) 25% M or W (XC) 25%

Team Sports	Conference Championship (2)	<i>Highest Applies</i>			
		Postseason Selection	Postseason Advancement	Postseason Finals	National Champion
Football	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	15%	NCAA 10%	NCAA Top 16 15%	NCAA Top 4 20%	NCAA Champion

Basketball Assistants (4)	25%
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Football	<u>Highest Applies</u>		<u>Highest Applies</u>				
	Win or Tie Division	Conference Championship	Non CFP Bowl Game	CFP Bowl Game (non playoff)	CFP Semifinal Game	CFP Championship Game	National Championship
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 B

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

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

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

APPENDIX C

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

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

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

- (a) University – the University of Nebraska at 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 equally 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 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;
- (h) 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 at another academic institution;
- (i) 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);
- (j) The misappropriation, misuse, damage or destruction of University property;
- (k) Appearing to be under the influence of alcohol, drugs or other intoxicants while performing duties on behalf of the University, regardless of location;
- (l) 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;

- (m) Failing to fully cooperate in the implementation, administration and enforcement of any drug testing program established by the University for student-athletes;
- (n) 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;
- (o) 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;
- (p) 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;
- (q) Failing to accurately report all sources and amounts of income generated from athletics-related activities, as required by the governing athletic rules; or
- (r) 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 on the physical and mental well-being of the 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 athletics 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 felony 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.