

EMPLOYMENT AGREEMENT

VICE CHANCELLOR, DIRECTOR OF ATHLETICS DEPARTMENT OF INTERCOLLEGIATE ATHLETICS UNIVERSITY OF NEBRASKA-OMAHA

This Employment Agreement (“Agreement”) is made and entered into by and between **The Board of Regents of the University of Nebraska**, a public body corporate, on behalf of the Department of Intercollegiate Athletics (“Department” or “Athletics”) at the University of Nebraska-Omaha (“University”), and **Adrian E. Dowell Jr.** (“Mr. Dowell”), an individual, hereinafter referred to collectively as the Parties.

Recitals

The University wants to employ Mr. Dowell as the Vice Chancellor, Director of Athletics for its Department of Intercollegiate Athletics, and Mr. Dowell 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.** Mr. Dowell shall serve as the Vice Chancellor, Director of Athletics (“VCDA”) for the University’s Department of Intercollegiate Athletics (the “Department”). 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 Mr. Dowell’s appointment shall be defined in accordance with the Bylaws of the Board of Regents of the University of Nebraska (“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. Mr. Dowell’s employment as the VCDA shall begin on December 1, 2021. Unless the Agreement is terminated earlier by either Party pursuant to other provisions of this Agreement, Mr. Dowell’s employment as the VCDA shall continue until November 30, 2026, or the date through which the Agreement has been extended pursuant to Section 10 of this Agreement.

2. **Compensation and Benefits.** The University shall pay Mr. Dowell an annual, gross base salary of TWO HUNDRED AND FIFTY-FIVE THOUSAND DOLLARS (\$255,000.00). The University will pay this salary to Mr. Dowell 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 Mr. Dowell’s appointment becomes less than full-time or if certain athletic events or programs within the Department are canceled or otherwise curtailed due to unforeseen circumstances, such as a pandemic. The University, within its sole discretion, may raise Mr. Dowell’s annual salary from

time-to-time during the term of this Agreement without the need for a formal, written amendment to this Agreement. Mr. Dowell 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 Chancellor of the University of Nebraska-Omaha (“Chancellor”). 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 Mr. Dowell shall cease immediately upon the termination of the Agreement.

3. **Performance Bonuses.** In addition to the annual salary referenced in the preceding provision, Mr. Dowell is eligible to be paid certain performance bonuses for which he qualifies based on the overall academic and/or athletic performance of the student athletes and certain sports teams within Athletics or improvements in attendance for certain athletic teams. The amounts of any such potential bonuses and the circumstances under which such bonuses may be paid are set forth in the attached **Appendix A** to this Agreement, which is incorporated herein by this reference. Any performance bonuses granted to Mr. Dowell will be treated as income and, accordingly, will be subject to all required withholdings and will be reported on a W-2 income tax form.

4. **Business and Travel Expenses.** The University will reimburse Mr. Dowell for all reasonable and necessary business and travel expenses incurred by him in carrying out his duties as the VCDA in accordance with the University’s business and travel reimbursement policies, as those policies may be modified from time to time. The University will provide Mr. Dowell with a mobile phone for his business use.

5. **Income through Outside Activities.** Mr. Dowell is expected to devote his full-time time and energy to carrying out the duties and responsibilities of the VCDA. Mr. Dowell shall not engage in any outside employment that conflicts with or is inconsistent with his duties and responsibilities as the VCDA, does not comply with Bylaw Section 3.4.5, which is incorporated herein by this reference, or is not approved in advance in writing by the Chancellor.

- (a) Mr. Dowell shall not engage in any activity outside the University for which he receives any form of remuneration based in whole or in part upon his status as the VCDA without the advance, written approval of the Chancellor. This prohibition applies without limitation to all endorsements and similar affiliations between the VCDA 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 RP-3.3.9, which is incorporated herein by this reference. Mr. Dowell also 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 the Department, including without limitation those agreements assigning certain rights to sponsorships, to coaches’ radio and television shows, and to the promotion and marketing of the Department. Any activity by Mr. Dowell that is approved in advance by the Chancellor will be presumed to be consistent with these multi-media rights agreements.

6. **Duties.** As the VCDA, Mr. Dowell shall perform all duties necessary for the supervision and administration of the Department. In carrying out those duties, Mr. Dowell shall report to and

be accountable directly to the Chancellor. Mr. Dowell acknowledges that, in addition to athletic achievement, the University places a high priority on the integrity of the Department and the academic progress and achievement of its student athletes, and that the University expects its VCDA and the coaching staffs under his supervision to continue to promote and further this priority in all Athletics programs. As the VCDA, Mr. Dowell shall possess the authority to hire, discipline, and terminate head coaches and Departmental staff under his supervision in a manner consistent with the University's employment policies and practices and subject to approval by the Chancellor. Mr. Dowell lacks any authority to engage in any dealings, transactions, or ventures of any kind with any athletic booster or booster organization, except in the ordinary course of his role as the VCDA or as may be expressly authorized in advance and in writing by the Chancellor. In addition to all other obligations contained within this Agreement, Mr. Dowell 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 his recognition that the academic progress and achievement of student athletes is of the highest importance;
- (b) To faithfully and conscientiously perform the duties of the VCDA and to maintain the high ethical and moral standards expected of an VCDA at the University;
- (c) To devote his full attention and efforts to promoting the Department and to fulfilling all necessary responsibilities and duties as the VCDA;
- (d) To not engage in any business or professional activities or pursuits that conflict with his duties and responsibilities under this Agreement;
- (e) To safeguard the health, safety, and welfare of each student athlete within Athletics, 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 Department or under his supervision do the same; and
- (f) To perform all other duties that may be reasonably assigned and to adhere to all reasonable directives that may be issued from time-to-time by the Chancellor or other authorized University officials to benefit the University, the Department, and their respective programs and missions, including without limitation radio and television appearances, and other sponsorship/development support.

7. Strict Compliance with all Applicable Laws, Rules and Regulations. Mr. Dowell shall perform the duties of the VCDA in strict compliance with (a) the constitution, bylaws, rules and regulations of the NCAA, (b) the rules and regulations of any athletic conference of which the University is a member, (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 Mr. Dowell on administrative leave pending an investigation into any

allegations that he has violated any of the Applicable Rules. If an investigation reveals that that Mr. Dowell has violated any of the Applicable Rules, either during or preceding his employment with the University, the University may take disciplinary or corrective action against him, including without limitation suspension without pay or termination of employment.

8. **University Property.** All property that is provided to, or developed or acquired by, Mr. Dowell 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, mobile phones, and electronic devices that he may have access to or come into possession of during his employment. Excluded from this provision are all of Mr. Dowell's personal notes, memorabilia, diaries, and other personal records, which he may retain. Mr. Dowell shall be required to return to the University all University property remaining in his possession within ten (10) calendar days following the termination or separation of his employment with the University for any reason.

9. **Confidential Property.** Mr. Dowell 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 his employment with the University, and at all times thereafter, Mr. Dowell 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 the VCDA, or unless directed to do so by the Chancellor, the University's President, or the University's Board of Regents. If Mr. Dowell 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, he shall promptly notify the Chancellor and the University's General Counsel of the demand.

10. **Performance Evaluation and Continuation of Employment.** Mr. Dowell shall be expected to perform the duties and responsibilities of the VCDA in a professional, competent, and diligent manner that conforms to the University's and the Department's expected performance and conduct standards. Mr. Dowell's performance of those duties and responsibilities shall be evaluated annually by the Chancellor. Based on that evaluation, the Chancellor, with the advance approval of the University's President, may, in the Chancellor's discretion, 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 Mr. Dowell and an authorized representative of the University.

11. **Resignation and Pursuit of Other Employment.** Unless Mr. Dowell has been provided a notice of termination in accordance with the other provisions of this Agreement, neither he nor anyone acting on his behalf shall engage in any discussions or negotiations with any other prospective employer without notifying and obtaining the express prior approval of the Chancellor in advance of those discussions or negotiations. Except as set forth below, Mr. Dowell shall not be required to pay any liquidated damages or penalties should he elect to resign his employment with the University prior to the completion of this Agreement's stated term. In the event that Mr.

Dowell resigns prior to November 30, 2026, in order to seek or accept another position in Intercollegiate Athletics administration, the parties agree that the damages incurred by the University would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in the University's favor against Mr. Dowell as a result of his resignation in order to seek or accept other employment as an administrator in Intercollegiate Athletics, shall be strictly and solely limited to liquidated damages in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), which sum shall be paid to Athletics within sixty (60) days following the effective date of Mr. Dowell's resignation. The parties have bargained for and agreed to the forgoing liquidated damages provisions, giving consideration to the significant costs of conducting an employment search for a VCDA or Director of Athletics; the serious and substantial disruption to Athletics and the University; and the serious and substantial devotion of administrative resources in relation to a change of Athletics' leadership; all these resulting in damages extremely difficult to determine with certainty. The parties agree that payment to the University of the liquidated damages provided above shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by the University as a result of Mr. Dowell's departure for another position in Intercollegiate Athletics administration.

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

- (a) **Discipline and Termination of Employment for Cause.** The University may discipline, suspend, or terminate the employment of Mr. Dowell for cause in accordance with the Department's 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 at 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 Mr. Dowell'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 VCDA is unique and requires special skills and talents, the University may not reassign Mr. Dowell to another position without his prior written consent. The University may terminate Mr. Dowell's employment without cause by notifying him either verbally or in writing of its intent to terminate the employment relationship within a period determined by the University. Notwithstanding any provision of this Agreement to the contrary, Mr. Dowell'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 within this section of the Agreement shall survive. If the University exercises its right to terminate Mr. Dowell's employment without cause, the University will continue to pay Mr. Dowell each month, as liquidated damages, his initial monthly base salary under this Agreement throughout the remainder of the period that he would have been employed under the terms of the Agreement if he had not been terminated (hereinafter "Remaining Term"), provided however, the total amount

paid to Mr. Dowell as liquidated damages under this section cannot exceed two times his initial annual base salary. 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 Mr. Dowell 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 Mr. Dowell for income tax purposes, and as such, all required and authorized deductions will be withheld. If the University elects to continue monthly payments to Mr. Dowell and he 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 he died. The University's obligation to pay liquidated damages shall be subject to and conditioned upon the receipt of a Release Agreement, in a form satisfactory to the University, signed by Mr. Dowell which waives and releases the University, as well as all 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 termination of his employment, including without limitation any claims for any income or other benefits tied to Mr. Dowell's employment.

- (c) **Mitigation of Damages.** Mr. Dowell shall have a duty to mitigate any damages that he may sustain or incur based upon the termination of his employment, with or without cause, including without limitation any liquidated damages, by using his best efforts to actively seek and obtain comparable employment within a reasonable period following that termination. Mr. Dowell shall not structure nor time compensation in any new employment in a manner to avoid mitigation. Mr. Dowell shall provide the University on an ongoing basis with information relating to the efforts undertaken by him to secure other employment and shall respond to any inquiries that the University may make relating to those efforts. If he secures other employment during the Remaining Term, Mr. Dowell shall immediately share with the University in writing a description of the new position and the total compensation that will be paid to him in that position. If the compensation earned in the new position is less than what he would have earned from the University during the Remaining Term, the University will be obligated to pay Mr. Dowell each month only the difference between his initial monthly salary and the guaranteed gross monthly salary that he earns through the new employment during the Remaining Term. If the compensation that Mr. Dowell is calculated to earn in the new employment exceeds that which he would have earned from the University during the Remaining Term, the University shall be relieved of any further obligations to compensate him under this section of the Agreement.

13. **Incapacitation.** Should Mr. Dowell become unable to perform the duties of an VCDA for any reason, and such incapacitation continues for more than six (6) consecutive months, or if such incapacitation is permanent, irreparable or of such a nature as to make the performance of his 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 Mr. Dowell under the Nebraska Worker's Compensation laws or to any benefits that he 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 his employment with the University for any reason, whether effectuated through a termination, resignation or the natural expiration of the Agreement's term, Mr. Dowell 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. **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.

16. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties relating to the University's employment of Mr. Dowell and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning that employment. Except as expressly provided otherwise within this Agreement, the terms of this Agreement may only be altered, amended, waived, or modified through a written addendum or modification signed by Mr. Dowell and an authorized representative of the University. 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. Mr. Dowell 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.

17. **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.

APPENDIX A

PERFORMANCE BONUSES

Throughout the term of this employment agreement with the University, Adrian Dowell (“Mr. Dowell”) may become eligible to receive at the end of each calendar year the following performance bonuses based on the overall academic performance, athletic performance, and fan attendance of certain teams and student athletes within the Department of Intercollegiate Athletics (“Department” or “Athletics”). Such eligibility is conditioned on all the Department’s Division I sports programs meeting and maintaining the NCAA’s minimum Academic Progress Rate required to compete in NCAA-sponsored championship events (the “Minimum APR”). In the event of a failure to meet the Minimum APR, Mr. Dowell will be ineligible to receive any performance bonus.

Any performance earned shall be paid within sixty (60) calendar days following the end of the relevant calendar year.

Academic Performance Bonus

In addition to the calculation of the Minimum APR, the University will calculate an APR two-year average for all student athletes within Athletics for the two most recently completed academic years (the “Two-Year APR”). The Two-Year APR is calculated as follows: (a) each student-athlete receiving athletically related financial aid earns one point for staying in school and one point for being academically eligible and (b) the Department’s total points are divided by points possible and then multiplied by 1,000 to equal the Department’s Two-Year APR. If the Department’s two-year APR exceeds 970, Mr. Dowell will be eligible to receive all, or an amount in excess of a bonus in the amount of Ten Thousand Dollars (\$10,000.00) (the “Target Academic Bonus”). If the Department’s Two-Year APR is between 970 and 984, the University will pay Mr. Dowell an academic performance bonus that equals one hundred percent (100%) of the Target Academic Bonus. If the Department’s Two-Year APR is 985 or greater, the University will pay Mr. Dowell an academic performance bonus that equals one hundred ten percent (110%) of the Target Academic Bonus.

Hockey Performance Bonus

The University will pay Mr. Dowell a performance bonus of Five Thousand Dollars (\$5,000.00) if, after January 1, 2023, during the preceding season, the Department’s hockey program competes in the semi-finals of the annual NCAA Division I Men's Ice Hockey Tournament known as the Frozen Four. The University will pay Mr. Dowell a performance bonus of Ten Thousand dollars (\$10,000.00) if, after January 1, 2023, during the preceding season, the Department’s hockey program won the annual NCAA Division I Men's Ice Hockey Tournament (National Championship).

Men’s Basketball Performance Bonus

The University will pay Mr. Dowell a performance bonus of Ten Thousand Dollars (\$10,000.00) if, during the preceding season, the Department’s men’s basketball program averages per game

paid attendance of 4,500 over the entire season. The University will pay Mr. Dowell a performance bonus of Ten Thousand Dollars (\$10,000.00) if, during the preceding season, the Department's men's basketball program qualifies for the annual NCAA Postseason Division I Men's Basketball Tournament.

Women's Basketball Performance Bonus

The University will pay Mr. Dowell a performance bonus of Ten Thousand Dollars (\$10,000.00) if, during the preceding season, the Department's women's basketball program averages per game paid attendance of 2,250 over the entire season. The University will pay Mr. Dowell a performance bonus of Five Thousand Dollars (\$5,000.00) if, during the preceding season, the Department's women's basketball program qualifies for the annual NCAA Postseason Division I Women's Basketball Tournament.

Volleyball Performance Bonus

The University will pay Mr. Dowell a performance bonus of Five Thousand Dollars (\$5,000.00) if, after January 1, 2023, during the preceding season, the Department's volleyball program competes in the annual NCAA Postseason Division I Volleyball Tournament.

Department Performance Bonus

For the period during which the current conference alignment remains as it exists on the execution date of this agreement, the University will pay Mr. Dowell a performance bonus of Ten Thousand Dollars (\$10,000.00) if, during the preceding academic year, Department sports teams win their respective regular season conference championships or conference championship tournaments in four (4) of the following eight (8) team sports:

Men's Hockey

Women's Volleyball

Women's Basketball

Men's Basketball

Women's Soccer

Men's Soccer

Women's Softball

Men's Baseball

APPENDIX B

UNIVERSITY OF NEBRASKA-OMAHA 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-Omaha 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-Omaha
 - (b) Department – the University’s Department of Intercollegiate Athletics
 - (c) Conference – the Summit Conference or the National Collegiate Hockey Conference or any successor athletic conference of which the University is a member
 - (d) NCAA – the National Collegiate Athletic Association
 - (e) 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
 - (f) 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 or failure of performance, for the purposes of this provision, and which shall constitute adequate cause within the meaning of Section 4.8.1 of the Bylaws 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 University's administration or its 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 as a coach 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) Driving a motor vehicle while legally intoxicated or under the influence of alcohol or other drugs (including illegal, recreational and prescribed drugs);
- (m) 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;
- (n) Failing to fully cooperate in the implementation, administration and enforcement of any drug testing program established by the University for student-athletes;
- (o) 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;
- (p) 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;
- (q) Failing to immediately report any possible or known violation of any governing athletic rule or University policy or practice by a coach, a student or other person under the direct control or supervision of the Athletic Staff Member;
- (r) Failing to accurately report all sources and amounts of income generated from athletics-related activities, as required by the governing athletic rules; or
- (s) 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 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 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, an 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 an 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 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 Chancellor 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.