



March 19, 2024

SENT VIA EMAIL

Re: Extension of employment agreement

Dear Coach Hoiberg:

I am pleased to offer you an extension of your employment contract as the Head Coach of the Men’s Basketball Program (the “Program”) at the University of Nebraska-Lincoln (the “University”). This offer is contingent upon your acceptance of the terms described in this letter.

This letter presents the material terms of the offer and its terms will be elaborated upon and incorporated in a formal amended and restated employment contract (the “Agreement”) with the Board of Regents of the University of Nebraska on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln (“Athletics”) for execution at the earliest possible date. The purpose of this letter is to describe our mutual understanding and agreement regarding the key terms of your continued employment with the University. The Agreement will replace the previous contract of employment between you and the University dated as of May 20, 2019 which was subsequently amended by an Addendum entered into on or around June 9, 2020, and a Second Addendum with an effective date of February 22, 2022 (collectively, the “Current Agreement”).

In consideration of your acceptance of continued employment, the University agrees:

1. As of the date of the full execution of this letter agreement (“Effective Date”), you will continue to serve as the Head Coach of the Men’s Basketball Program until the later of March 31, 2029 or the Program’s last game of the 2028-2029 basketball season unless terminated earlier by either party pursuant to the terms of the Agreement (the “Term”).
2. The University will pay the below Base Salary, less all required and authorized deductions, in twelve equal, monthly installments in accordance with the University’s policies governing salary payments to members of its all-year academic-administrative staff.

<u>Contract Year</u>	<u>Base Salary</u>
Effective Date through March 31, 2024	\$3,500,000
April 1, 2024 through March 31, 2025	\$4,250,000
April 1, 2025 through March 31, 2026	\$4,350,000
April 1, 2026 through March 31, 2027	\$4,450,000
April 1, 2027 through March 31, 2028	\$4,550,000
April 1, 2028 through March 31, 2029	\$4,650,000

The parties agree that, if the Term ends prior to March 31, 2029 because the Program's last game of the 2028-2029 basketball season is prior to March 31, 2029, the University shall nonetheless pay the full Base Salary above for the April 1, 2028 through March 31, 2029 Contract Year as if the Term ended March 31, 2029.

3. The University shall pay or cause to be paid to you a retention bonus (each a "Stay Bonus", collectively the "Stay Bonuses"), subject to the conditions already described in the Current Agreement and Retention Bonus Agreement. The parties agree to amend the Current Agreement and Retention Bonus Agreement by eliminating the March 31, 2025 Stay Bonus and replacing it with the below:
 - a. If you continue to be employed until March 31, 2024 ("Stay Date"), a payment in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) shall be made to you (less required withholding) by May 15, 2024 ("Payment Date").
 - b. If you continue to be employed until March 31, 2027 ("Stay Date"), a payment in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) shall be made to you (less required withholding) by May 15, 2027 ("Payment Date").

4. You will continue to remain eligible to receive bonuses if the Program meets certain levels of athletic achievement while performing as the Head Coach. The University will pay you exceptional performance bonuses in the following amounts:
 - a. For the Big Ten Conference or the Big Ten Conference Tournament Championship, either:
 - Win the Big Ten Conference Regular Season Championship: \$100,000, or
 - Win the Big Ten Conference Tournament: \$100,000.

 - b. For appearances in the NCAA Tournament: \$150,000; plus the greater of:
 - \$30,000, if the Program advances to the round of 32 in the NCAA Tournament; or
 - \$40,000, if the Program advances to the round of 16 in the NCAA Tournament; or
 - \$55,000, if the Program advances to the round of 8 in the NCAA Tournament; or
 - \$75,000, if the Program advances to the Final Four in the NCAA Tournament; or
 - \$300,000, if the Program wins the National Championship Game.

The parties agree that references to Big Ten shall be automatically amended to whatever conference or league that University participates in for men's basketball at any point during the Term.

5. Beginning April 1, 2024, and for each April 1 through March 31 period during the Term thereafter, you will be provided by the University or the University shall arrange for, up to thirty (30) hours of private non-commercial flight time for your personal use and the use of your immediate family. You will also receive the additional fringe benefits as described in your Current Agreement, including but not limited to, Section 21 ("Immediate Family Travel

Supplement”), Section 22 (“Season Tickets Supplement”), Section 23 (“NCAA Final Four”), and Section 24 (“NABC Dues”). As applicable, such fringe benefits shall be reported as income to you at their fair market value, subject to applicable withholding of state and federal taxes as required by law and the rules and regulations of the Internal Revenue Service.

6. You will be eligible to utilize private non-commercial flight time for business purposes for the Program consistent with University policy.
7. You shall have authority, consistent with University personnel policies and procedures and National Collegiate Athletic Association (NCAA) regulations, and subject to approval by the Director of Intercollegiate Athletics (such approval not to be unreasonably withheld, delayed, or conditioned), to hire and discharge assistant coaches and any other employees under your direct supervision. You will be provided an annual base salary budget of up to \$1,170,000 for the purpose of hiring three (3) assistant coaches. The length of the term of any employment agreement with such coaches shall not exceed two (2) years and their contracts shall provide for guaranteed liquidated damages payments to be paid by the University which, unless otherwise approved by you, shall be equal to their remaining salary if their employment is terminated without cause, however, they will be required to mitigate damages by seeking other substantially comparable employment following termination. These assistant coaches shall be eligible for at least the same bonus compensation structure as provided for in your Current Agreement.
8. If the University exercises its right to terminate your employment for reasons other than “Adequate Cause” (as defined in your Current Agreement) or re-assigns you to another position without your prior written consent (all as previously outlined in your Current Agreement), the University will pay you “Post-termination Payments” (defined below) for the number of months, including a prorated share based on days within partial months, remaining in the Term at the time of termination as if this Agreement had not been terminated, effective as of the date of termination (such period of time to be referred to herein as the “Post- termination Payment Period”). Post-termination Payments are defined as and will include your Base Salary outlined above for the entire Post-termination Payment Period plus any Stay Bonuses that have not yet been realized plus any earned but unpaid incentive bonuses in substantially equal monthly installments and subject to all applicable withholdings. Such amount shall be paid in equal monthly installments and shall be made in accordance with your Form W-2 currently on file with the University and subject to your obligation to mitigate the Post-termination Payments as outlined in Section 13(c) of your Current Agreement with respect to Basketball Employment during the Post-termination Payment Period. Based on the University’s agreement to pay these Post-termination Payments, you will agree to waive and release 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 University’s termination of your employment for reasons other than “Adequate Cause” or the University’s reassignment of you to another position without your prior written consent, including without limitation any claims for any income or other benefits tied to your employment. These Post-termination Payments comprise the total amount of compensation owed by the University to the Coach and encompass all other forms of compensation that may

be due to the Coach under the terms of this Agreement or University policy including without limitation any accrued, but unused, vacation or floating holidays.

In consideration of the offer of continued employment and its associated terms, you agree:

1. In the event you resign during the Term to accept Basketball Employment (as defined in section 9(b) of your Current Agreement), you 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 you as a result of such resignation shall be strictly and solely limited to an amount of liquidated damages as explained herein. If you resign as described above during the Term, you or your designee shall pay liquidated damages to the University as follows, which shall be prorated according to the number of days remaining in any partial Contract Year of the Term, within sixty calendar days following the effective date of your resignation. In electing to resign prior to the completion of the Term, you forfeit any right to further compensation from the University following your effective date of resignation, including any unearned exceptional performance bonus or any accrued, but unused, vacation or floating holidays. For the avoidance of doubt, the liquidated damages set forth herein shall not apply in the event that you resign for any type of employment that is not Basketball Employment during the Term.

<u>Date University is Informed of Coach's Resignation</u>	<u>Amount Owed</u>
Effective Date through March 31, 2025	\$10,000,000
April 1, 2025 through March 31, 2026	\$7,500,000
April 1, 2026 through March 31, 2027	\$5,000,000
April 1, 2027 through March 31, 2028	\$2,500,000
April 1, 2028 through March 31, 2029	\$0

2. Information regarding, related to, or part of this letter is a public record as provided by the Nebraska public records statutes (Neb. Rev. Stat. §§ 84-712 to 84-712.09) and shall be made available by the University to the public for examination in accordance with the University's interpretation and application of Nebraska law. You consent to the public disclosure of this letter and the Agreement at the University's discretion and, if requested, you will cooperate with the University in the production of records responsive to a request.

The parties agree that good faith efforts will be made to mutually conclude full execution of an amended and restated Agreement based on matching your Current Agreement with the University's current long-form agreement terms (subject to negotiation) within thirty (30) days of your start date. Unless or until an Agreement is entered into by the parties, this letter shall be binding upon and inure to the benefit of the parties.

If you accept the terms of this offer, please sign below where indicated. Your acceptance of this offer and its approval by University administration will constitute a binding agreement between you and the University, and electronic counterpart signatures to this letter shall be acceptable and binding.

Sincerely,

[Redacted Signature]

Dennis Leblanc
Interim Athletic Director

Accepted By:

[Redacted Signature]

03/19/2024 | 13:55 CDT

Fred Hoiberg Date

Approved By:

[Redacted Signature]

03/19/2024 | 15:26 CDT

Chris Kabourek Date
Interim President

**SECOND ADDENDUM TO
CONTRACT OF EMPLOYMENT
HEAD BASKETBALL COACH
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
UNIVERSITY OF NEBRASKA-LINCOLN**

THIS SECOND ADDENDUM TO CONTRACT OF EMPLOYMENT (this "Second Addendum") is made effective as of February 22, 2022 (the "Effective Date"), by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate ("University"), for and on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln ("Athletics") and **FRED HOIBERG** ("Coach" or "Coach Hoiberg"). The University and Coach may sometimes be referred to herein collectively as the "Parties."

Recitals

- A. University and Coach entered into that certain Contract of Employment, dated effective May 20, 2019, as extended and modified by that certain Addendum dated on or about June 9, 2020 (collectively, the "Contract of Employment"); and**
- B. Section 11 of Coach's Contract of Employment provides that said Contract may be amended at any time by written instrument approved and signed by the University and Coach; and**
- C. The Parties desire to amend and modify Coach's Contract of Employment as set forth herein.**

Terms

- 1. Annual Salary.** Beginning on April 1, 2022, the University shall guarantee Coach Hoiberg an annual base salary of three million two hundred and fifty thousand dollars (\$3,250,000) for each year that he serves as the full-time head basketball coach through March 31, 2027, or until the final game of the men's basketball program for the 2026-2027 season, whichever occurs later. The University, in its sole discretion, may adjust this annual base salary upward without the necessity of a formal written amendment to the Contract of Employment. The University shall pay this annual base salary to Coach in twelve (12) equal installments in accordance with the University's policies governing the payment of salary to all-year professional staff members.

In the event Coach Hoiberg performs as Head Coach for the Program for the 2022-2023 season and the Program achieves metrics mutually agreed to by the Parties, Coach Hoiberg's annual base salary will be three million five hundred thousand dollars (\$3,500,000) from April 1, 2023, through March 31, 2024. If Coach Hoiberg performs as Head Coach for the Program for the 2023-2024 season and the Program achieves metrics mutually agreed to by the Parties, Coach Hoiberg's annual base salary will be three million five hundred thousand dollars (\$3,500,000) from April 1, 2024, through March 31, 2027. For the avoidance of doubt, if Coach Hoiberg performs as Head Coach for the Program during both the 2022-2023 season and the 2023-2024 season and the Program achieves the agreed upon metrics only for the 2022-2023, Coach Hoiberg's annual base salary from April 1, 2024, through March 31, 2027, shall be three million two hundred and fifty thousand dollars (\$3,250,000).

- 2. Liquidated Damages.** The first sentence of Section 13(b) of the Contract of Employment is hereby deleted in its entirety and replaced with the following: "In the event University

terminates Coach's employment for any reason other than for Adequate Cause or re-assigns Coach to another position without Coach's prior written consent, the University shall pay Coach for the period remaining in the Term or any extension of the Term as if the Agreement had not been terminated, effective as of the date of termination (such period of time to be referred to herein as the "LD Term") a below amount, depending upon the effective date of termination, less the amount Coach receives during the Term for other employment, as described in Section 9(b) ("Guaranteed Salary"), through the remainder of the LD Term.

<u>Termination Effective Date</u>	<u>Amount</u>
April 1, 2022 through March 31, 2023	\$11,000,000
April 1, 2023 through March 31, 2024	\$10,000,000
April 1, 2024 through March 31, 2025	\$7,000,000
April 1, 2025 through March 31, 2026	\$5,000,000
April 1, 2026 through March 31, 2027	\$3,000,000"

All other terms of the Contract of Employment not inconsistent with this paragraph remain in full force and effect.

- 3. Contractual Provisions.** Any provisions of the Contract of Employment that are inconsistent with the terms of this Second Addendum shall be deemed null and void and superseded by the terms of this Second Addendum. Except to the extent expressly modified by the terms of this Second Addendum or as otherwise agreed to by the Parties in writing, all other provisions of the Contract of Employment shall remain in full force and effect. Accordingly, the provisions addressing Coach Hoiberg's Stay Bonuses (as defined in the Contract of Employment), exceptional performance bonuses, extension or termination of employment and other provisions not specifically addressing the terms contained within this Second Addendum shall remain unaltered, unless otherwise altered by the Parties in writing.
- 4. Voluntary Agreement.** Coach Hoiberg acknowledges that he has carefully read and fully understands each of the provisions contained within this Second Addendum and that he is entering into this Second Addendum with full knowledge of its significance. Coach Hoiberg also acknowledges that he is entering into this Second Addendum freely and voluntarily, that he has not relied upon any representation or statement by any representative of the University that is not contained within this Second Addendum, or otherwise agreed to in writing between the Parties, and that he has been advised and provided an opportunity to consult with his attorney.
- 5. Entire Agreement.** This Second Addendum represents the entire agreement of the Parties, and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Second Addendum may not be changed, modified, extended, terminated, waived, or discharged, except by an instrument in writing signed by authorized representatives of both Parties. These terms and conditions shall be binding upon each of the Parties and their respective heirs, personal representatives, successors and assigns. The headings for each paragraph contained within this Second Addendum are illustrative only and are not to be given any legal effect. Any electronic or copied versions of this Second Addendum will be afforded the same effect as an original.

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

FRED HOIBERG


Fred Hoiberg
Date 4/21/22

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By 
Trev Alberts
Vice Chancellor, Director of Athletics
Date 4/14/22


Mary LaGrange
Interim Vice Chancellor for Business and Finance
Date 04/29/22 | 15:37 CDT

ADDENDUM

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

Recitals

- A. The University, through its Department of Intercollegiate Athletics, currently employs Coach Hoiberg as its head men’s basketball coach pursuant to an employment contract (“Contract”) that commenced on or about April 2, 2019. Under that Contract, Coach Hoiberg is to remain employed as the head coach through March 31, 2026 or until the final game of the men’s basketball program for the 2025-2026 season, whichever occurs later.
- B. The Parties now want to modify that Contract in the manner set forth within this Addendum.

Terms

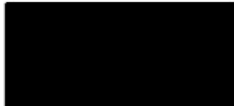
In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend and modify the provisions of their Contract as follows:

1. **Duration.** The Parties agree to jointly modify their Contract so as to extend Coach Hoiberg’s employment as the head basketball coach by one (1) year to March 31, 2027 or until the final game of the men’s basketball program for the 2026-2027 season, whichever occurs later. During this additional year, the University shall pay Coach Hoiberg an annual, base salary of three million, five hundred thousand dollars (\$3,500,000.00).
2. **Contractual Provisions.** Any provisions of the Parties’ Contract that is inconsistent with the terms of this Addendum shall be deemed null and void and superseded by the terms of this Addendum. Except to the extent expressly modified by the terms of this Addendum, all other provisions of the Parties’ Contract shall remain in full force and effect, including without limitation the provisions addressing Coach Hoiberg’s salary and the provisions relating to the extension or early termination of the Contract.
3. **Voluntary Agreement.** Coach Hoiberg acknowledges that he has carefully read and fully understands each of the provisions contained within this Addendum and that he is entering into this Addendum with full knowledge of its significance. Coach Hoiberg also acknowledges that he is entering into this Addendum freely and voluntarily, that he has not relied upon any representation or statement by any representative of the University that is not contained within this Agreement, and that he has been advised and provided an opportunity to consult with his attorney.
4. **Governing Law.** The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Addendum. Any action brought to enforce this Addendum may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.
5. **Entire Agreement.** This Addendum represents the entire agreement of the Parties, and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Addendum may not be changed, modified, extended, terminated, waived, or discharged, except by an instrument in writing signed by authorized representatives of both

Parties. These terms and conditions shall be binding upon each of the Parties and their respective heirs, personal representatives, successors and assigns. The headings for each paragraph contained within this Addendum are illustrative only and are not to be given any legal effect. Any electronic or copied versions of this Addendum will be afforded the same effect as an original.


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

FRED HOIBERG


 06/09/2020

Fred Hoiberg Date

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By  06/22/2020

William H. Moos Date
Director of Athletics

 06/09/2020

William J. Nunez Date
Vice Chancellor for Business and Finance

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

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

THIS CONTRACT ("Agreement" or "Contract") is made this 20 day of May, 2019 ("Effective Date") by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate ("University"), for and on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln ("Athletics"), and Fred Hoiberg ("Coach").

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

Section 1. Term of Contract. Unless earlier terminated pursuant to the provisions herein, the term of this Contract shall be for a period beginning on the 2nd day of April, 2019, and expiring at midnight the later of: (i) the 31st day of March, 2026, (ii) the final game of the Athletics' Men's Basketball Program (the "Program") of the 2025-26 season, or (iii) on such later extended expiration date, as provided for in Section 11 below (the "Term"). Except as otherwise specifically and explicitly provided herein, upon expiration of the Term, all compensation, perquisites, benefits and other privileges provided to Coach under this Contract shall cease to the full extent permitted by law.

Section 2. Duties.

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

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

- (1) To faithfully and conscientiously perform the duties of Head Men's Basketball Coach and to maintain the moral and ethical standards reasonably expected as a Head Coach at the University;
- (2) To devote full-time attention and energy to head coaching duties as required herein and to the promotion of the Program;
- (3) To avoid any business or professional activities or pursuits that materially conflict with the performance of Coach's Program duties under this Contract; and
- (4) To perform such other duties and obey such lawful orders as shall from time-to-time reasonably be assigned to Coach by the Director of Intercollegiate Athletics or such other University authorized officials for the benefit of the University, Athletics, and their respective missions and programs, including but not limited to, appearances on radio programming

produced by the radio rightsholder, sponsorship/development support, and appearances in Athletics' HuskerVision produced coaches shows. (A current copy of Athletics' Policy on HuskerVision Television Productions, as may be amended from time to time, is attached to this Contract as Appendix "A" and is incorporated herein by this reference.) Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall such other duties conflict with Coach's primary duties as Head Men's Basketball Coach. Further, the University shall not use Coach's name, image, likeness, or other personal attributes for anything other than promotion of the University and/or its athletic programs without Coach's prior express written consent, such consent not to be unreasonably withheld, conditioned or delayed.

(c) Coach agrees that academic progress and achievement of student-athletes is of importance. Coach agrees to adhere to the University's express standards and policies for the academic performance of its student-athletes in the recruitment, supervision and coaching of players. Coach agrees to follow conscientiously any reasonable directives given to Coach from the Director of Intercollegiate Athletics or other duly authorized administrative officers of the University concerning such matters, provided they are communicated to him in advance and in accordance with this Agreement.

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

Section 3. Annual Salary and Compensation.

(a) In consideration of an annual salary as described below ("Base Salary") and the further agreements and considerations hereinafter stated, Coach agrees to perform the duties set forth herein. The Base Salary may from time to time, at the discretion of the University, be adjusted upward without the necessity of a written amendment to this Contract; however, the parties may mutually agree to a written amendment. Coach's Base Salary shall be paid in twelve equal monthly installments in accordance with the policies of the University governing payment of salary to members of the all-year professional staff. The Base Salary, prorated according to the number of days of employment for any partial calendar year of the Term, shall be as follows:

April 2, 2019 through March 31, 2020	\$2,500,000
April 1, 2020 through March 31, 2021	\$3,000,000
April 1, 2021 through March 31, 2022	\$3,500,000
April 1, 2022 through March 31, 2023	\$3,500,000
April 1, 2023 through March 31, 2024	\$3,500,000
April 1, 2024 through March 31, 2025	\$3,500,000
April 1, 2025 through March 31, 2026	\$3,500,000

(b) Coach is entitled to a retention bonus ("Stay Bonus"), subject to the condition that

Coach remain employed as Head Men's Basketball Coach on specific dates during the Term ("Stay Dates") as more fully set forth in a separate agreement which is incorporated herein by this reference (the "Retention Agreement").

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

Section 5. Professional Staff Appointment Status, Fringe Benefits, and Terms, Conditions, Rights and Responsibilities of Employment.

- (a) The professional staff appointment status of Coach pursuant to this Contract shall be an all-year special appointment as a member of the academic-administrative staff of the University. Coach shall be entitled to receive all of the fringe benefits of employment received by other members of the academic-administrative staff, and such other fringe benefits of employment as may be provided upon approval by the Director of Intercollegiate Athletics. Except as may be inconsistent with this Contract, the employment of Coach pursuant to this Contract is subject to the terms and conditions of employment for members of the academic-administrative staff as provided in Chapter III of the Bylaws of the Board of Regents of the University of Nebraska (the "Bylaws"), and is subject to the rights and responsibilities of the professional staff as provided in Chapter IV of the Bylaws. Said provisions of the Bylaws are incorporated into this Contract by reference and may be accessed on the Internet at <http://www.nebraska.edu>.
- (b) The University agrees to support Coach in his duties as Head Men's Basketball Coach, including but not limited providing reasonable financial support, staffing, and administrative support in a manner commensurate with the support other head men's basketball coaches receive in the Big 10 conference.

Section 6. Employment of Assistant Coaches. Coach shall have authority, consistent with University personnel policies and procedures and National Collegiate Athletic Association (NCAA) regulations, and subject to approval by the Director of Intercollegiate Athletics (such approval not to be unreasonably withheld, conditioned, or delayed), to hire and discharge assistant coaches and any other employees under Coach's direct supervision. Consistent with NCAA Bylaws, Coach is presumed to be responsible for the actions of all University staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the Program and shall monitor the activities of all staff members who report, directly or indirectly, to Coach. (Certain compensation levels may require approval by the President of the University with respect to hire or discharge of employees under Coach's direct supervision, i.e. an annual salary at or above \$500,000 as of the Effective Date of this Contract per Executive Memorandum No. 13, incorporated herein by this reference and found at www.nebraska.edu.) Coach shall be provided an annual base salary budget of up to \$1,000,000 for the purpose of hiring three (3) assistant

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

coaches. The length of the term of any employment agreement with such coaches shall not exceed two (2) years and their contracts shall provide for guaranteed liquidated damages payments to be paid by the University equal to their remaining salary if their employment is terminated without cause, however, they will be required to mitigate damages by seeking other substantially comparable employment following termination. Consistent with Athletics' policy, assistant coaches will be entitled to bonuses based on a percentage of their annual salary based on their coaching appearance at the following: BIG champion: 15% of salary (regular or post season), plus the greatest of: NCAA bid: 10% of salary; Sweet 16 appearance: 15% of salary; Final Four appearance: 20% of salary; National Champion: 25% of salary.

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

- (a) Prior to agreeing to engagement in any activity outside of the University in consideration for which Coach will receive any form of remuneration as a consequence of Coach's position as Head Men's Basketball Coach, Coach shall first obtain approval of such outside activity from the Director of Intercollegiate Athletics and the Chancellor, such approval not to be unreasonably withheld, conditioned or delayed. Whereas, the University has entered into a multi-media rights agreement, pursuant to which the University has assigned certain rights with respect to Athletics sponsorships, Coaches' radio and television shows, and other rights related to the promotion and marketing of Athletics, Coach agrees that Coach does not have the authority to engage, nor shall Coach engage, in any activity which is materially inconsistent with the terms and provisions of such multi-media agreement or its renewal or extension, or any similar subsequent grant of Athletics' multi-media rights. In as much as Coach has secured the approval of the Director of Intercollegiate Athletics to engage in an activity, it shall be presumed that the activity is consistent with the multi-media rights agreement.
- (b) In accordance with University/Athletics policies and practices, and with NCAA regulations, Coach agrees that annually, no later than April 1 of each year during the Term (provided a written request for such has been provided to Coach by University) Coach will file a personal financial statement with the Director of Intercollegiate Athletics which discloses all of Coach's athletically related income from sources both within and outside of the University, in a format to be determined annually by Athletics. The University acknowledges and agrees that financial statements filed by Coach will not be disclosed by the University or any other party reasonably controlled by the University without the Coach's express prior written consent or unless pursuant to law or court order. Coach shall be authorized in accordance with schedules to be approved by Athletics to organize and conduct athletic schools, camps and clinics which utilize University buildings, facilities, equipment, materials and services; provided, that any such school or camp conducted by Coach shall comply with all University administrative requirements relating to athletic schools and camps and shall pay to the University such charges and fees as shall be from time to time reasonably established by the University for such use of University buildings, facilities, equipment, materials and services. The University agrees to review its policies regarding athletic

schools, camps and clinics in good faith to determine any possible revisions that may benefit coaches use of University buildings, facilities, equipment, materials and services. The authorization granted above in this section to organize and conduct schools and camps is given pursuant to Section 3.4.5 of the Bylaws. Such authorization shall extend to each assistant coach under Coach's supervision and shall continue and be effective throughout the Term.

- (c) Endorsements and similar affiliations by Coach with any business, product, service, or event, whether such endorsements and affiliations are for commercial or charitable purposes, are specifically subject to this section, and require the approval of the Director of Intercollegiate Athletics and the Chancellor, such approval not to be unreasonably withheld, conditioned or delayed. Endorsements shall comply with Regents Policy 3.3.9. Such policy may be accessed on the Internet at <http://www.nebraska.edu>.

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

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

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

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

Section 9. Discussion of Other Prospective Employment; Resignation.

- (a) During the Term, and unless notice of termination of employment has been given to Coach in accordance with Sections 12 or 13 of this Contract, Coach, or any person or entity acting on behalf of Coach, shall not engage in discussions or negotiate, directly or indirectly, concerning Coach's prospective employment by any other employer without first notifying the Director of Intercollegiate Athletics of such discussions or

negotiations. Any resignation during the regular Program season or prior to any post-season competition shall only be effective upon written acceptance by the Director of Intercollegiate Athletics.

- (b) In the event Coach resigns during the Term to accept a college or professional basketball coaching or executive employment opportunity (collectively, "Basketball Employment"), as described more fully below, the parties further agree that the damages incurred by the University would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in the University's favor against Coach as a result of Coach's resignation shall be strictly and solely limited to an amount of liquidated damages as explained herein. If Coach resigns during the Term, Coach or his designee shall pay liquidated damages to the University as follows, which shall be prorated according to the number of days remaining in any partial year of the Term:

- i. In the event Coach resigns for another NCAA Division I head coach opportunity:

April 2, 2019 through March 31, 2020	\$11,500,000
April 1, 2020 through March 31, 2021	\$10,250,000
April 1, 2021 through March 31, 2022	\$8,750,000
April 1, 2022 through March 31, 2023	\$7,000,000
April 1, 2023 through March 31, 2024	\$5,250,000
April 1, 2024 through March 31, 2025	\$0
April 1, 2025 through March 31, 2026	\$0

- ii. In the event Coach resigns for *either* (1) a basketball coaching opportunity other than a NCAA Division I head coach opportunity or (2) an executive employment opportunity related to basketball:

April 2, 2019 through March 31, 2020	\$2,500,000
April 1, 2020 through March 31, 2021	\$2,000,000
April 1, 2021 through March 31, 2022	\$1,500,000
April 1, 2022 through March 31, 2023	\$500,000
April 1, 2023 through March 31, 2024	\$250,000
April 1, 2024 through March 31, 2025	\$0
April 1, 2025 through March 31, 2026	\$0

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

constitute adequate and reasonable compensation to the University for the damages and injury suffered by the University as a result of Coach's departure for another basketball related employment opportunity. For the avoidance of doubt, the liquidated damages set forth herein shall not apply in the event that Coach resigns for any type of employment that is not Basketball Employment during the Term. Except as otherwise set forth in this subsection (b), Coach shall not owe any penalties to the University for any resignation from employment.

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

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

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

(a) Coach's employment may be disciplined, suspended or terminated for "Adequate Cause" as defined by this Agreement and the policy and procedures of the Department of Intercollegiate Athletics approved by the Chancellor pursuant to Section 4.7.1 of the Bylaws, federal law, and state law. A current copy of said departmental policy and procedures is attached as Appendix "C" to this Contract, incorporated herein by this reference. The policy may be amended from time to time in the University's discretion and, in the event of such change, the most current policy will apply to this Agreement. Adequate Cause shall be defined as the following acts committed by Coach during the Term or any extension of the Term:

- (1) a serious breach of the material duties outlined in Section 2 of this Agreement;

- (2) a serious and unreasonable refusal to perform the material duties outlined in Section 2 of this Agreement, which, in each case, is not remedied by Coach within five (5) business days after receiving written notice thereof from the University; or
- (3) Those acts or omissions specified by the policy and procedures of the Department of Intercollegiate Athletics as set forth in Section 4, subsection (a) of Appendix "C" of this Agreement, attached hereto.

(b) Coach's employment may be terminated without Adequate Cause due to bona fide discontinuance of the Program or due to extraordinary circumstances because of financial exigencies, as provided by Sections 4.7.1, 4.16, and 4.17 of the Bylaws, as well as the Policies of the Board of Regents for implementation of said sections of the Bylaws.

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

- (a) The position of Head Men's Basketball Coach is unique and requires special talents and skills. As such, it is the only position for which Coach is being employed, and the University shall not have the right to re-assign Coach to any other position, or otherwise materially alter Coach's job responsibilities, without Coach's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The parties agree that the University shall, at any time, have the right to terminate Coach's employment hereunder for reasons other than for Adequate Cause upon giving Coach reasonable written or verbal notice of termination, as such reasonableness may be determined by the University in its discretion and exercise of good faith. Notwithstanding any Contract provision which might be interpreted to the contrary or unless otherwise specifically agreed to in writing, Coach's employment relationship with the University as Head Men's Basketball Coach shall terminate upon delivery of the notice of termination or as otherwise set forth in the notice of termination. In the event of such termination, the parties further agree that the damages incurred by Coach would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in Coach's favor against the University and its Board members, employees and agents by reason of such termination shall be strictly and solely limited to an amount of liquidated damages as described below.
- (b) In the event University terminates Coach's employment for any reason other than for Adequate Cause or re-assigns Coach to another position without Coach's prior written consent, the University shall pay Coach for the period remaining in the Term or any extension of the Term as if the Agreement had not been terminated, effective as of the date of termination (such period of time to be referred to herein as the "LD Term") an amount computed as follows: Coach's Base Salary as set forth in Section 3 of this Agreement per year or any portion of a year remaining in the Term plus the amount of any Stay Bonuses that have not yet been realized plus any earned but unpaid incentive

bonuses, less the amount Coach receives during the Term for other employment, as described in Section 9(b) ("Guaranteed Salary"), through the remainder of the LD Term. With respect to partial years, the annual amount owed to Coach shall be prorated on a daily basis. Such amount shall be paid in equal monthly installments, following payment of any state and federal withholding taxes required by law, and shall be made in accordance with Coach's Form W-4 currently on file with the University.² In case of Coach's death, the University's obligations under this section 13 shall cease effective on the last day of the month in which Coach dies. The obligations of the University under this subsection shall survive termination of this Contract.

- (c) Coach hereby acknowledges and agrees to accept the duty to mitigate the liquidated damages described in this section, as well as any other damages Coach may sustain upon termination of this Contract. Coach shall use his good faith efforts to seek and secure substantially comparable employment including the customary and reasonable terms and conditions of compensation at the new employment, without structuring or timing compensation to avoid mitigation.

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

(1) Each of the University's monthly obligations to pay Coach over the remaining LD Term, as set forth in this Section 13, shall be reduced, if at all, by the difference between Coach's monthly Guaranteed Salary and Coach's monthly gross cash compensation during the remaining LD Term at the new Basketball Employment and any extension of the Term at the new employment;³ or

(2) All University obligations to Coach for payments under this Section 13 shall cease upon payment of a lump sum to Coach within ninety (90) days following the effective date of termination computed as follows: the present value of a stream of payments over the remaining LD Term in an amount equal to the difference between (i) Coach's monthly Guaranteed Salary and (ii) Coach's monthly gross cash compensation at Coach's new Basketball Employment (if Coach obtains such a position), such present value to be computed for the payment differential over the LD Term at a discount rate equal to the 3-year Treasury Constant Maturity Rate.⁴

² The compensation, if any, provided to Coach under Section 13 as liquidated damages will be reported to the IRS on Coach's Form W-2 in the year in which the termination occurs.

³ For purposes of illustration, assume Coach secures Basketball Employment following a termination without cause. Upon commencement of Coach's new employment, twelve (12) months remain in the LD Term. Coach's new employment guarantees that Coach receives a cash salary of \$1,200,000 a year (a monthly prorated amount of \$100,000). The University's obligations under this section may be fulfilled by paying Coach a monthly payment of \$191,666 (\$291,666 less \$100,000), for the twelve months remaining in the LD Term.

⁴ For purposes of illustration, again assume Coach secures employment following a termination without cause and twelve (12) months remain in the LD Term. The new employment salary is as stated in Note 3. The University's obligations under this section may also be fulfilled upon payment to Coach of a lump sum equal to the present value

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

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

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

(e) Any incentive bonuses due to Coach pursuant to Appendix "B" which were earned but not yet paid as of the date of termination shall be paid in full no later than the last day in May following the relevant post-season event.

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

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

of a stream of twelve monthly payments of \$191,666 (\$291,666 less \$100,000), discounted at the rate stated above.

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

Section 17. Governing Law and Venue; Severability. The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Contract. Any dispute arising hereunder shall be resolved in a court, administrative body, or other forum of competent jurisdiction located in the State of Nebraska. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

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

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

Section 20. Travel Supplement. Effective upon execution of this Contract through March 31, 2020, and for each contract year during the Term thereafter, Coach will be provided by the University, or the University shall arrange for, up to twenty (20) hours of private non-commercial flight time for the personal use of Coach and his immediate family with Coach having reasonable discretion over the plane type and routing. Such fringe benefit shall be reported as income to Coach at its fair market value, subject to applicable withholding of state and federal taxes as required by law and the rules and regulations of the Internal Revenue Service.

Section 21. Immediate Family Travel Supplement. Starting in the 2019 – 2020 basketball season and during each year of the Term thereafter, the University will pay for the travel expenses and game tickets for Coach's immediate family (e.g., wife and dependent children) to travel with the men's basketball team to attend a minimum of eight (8) regular season away games (as selected by Coach), as well as all post-season tournament games. In the event Coach's family's travel with the men's basketball team would result in an unreasonable expense to the University, the University will arrange and pay for Coach's family to travel in a manner mutually agreeable to the parties. Except in instances where the presence of spouses is expected in order to represent Athletics or the University, Coach's family's travel will be reported as income to Coach at its fair market value, subject to applicable withholding of state and federal taxes as required by law.

Section 22. Season Tickets Supplement. Starting in the 2019 – 2020 football and basketball seasons and during each year of the Term thereafter, Coach will be provided by the University or the University shall arrange for, up to ten (10) complimentary men's basketball

season tickets and up to six (6) complimentary football season tickets for the personal use of Coach. Such fringe benefit shall be reported as income to Coach at its fair market value, subject to applicable withholding of state and federal taxes as required by law and the rules and regulations of the Internal Revenue Service. Subject to availability, all seats shall be lower bowl level seats at a location mutually agreeable to the parties.

Section 23. NCAA Final Four. Each year of the Term, the University will reimburse Coach for Coach's travel expenses to attend the men's basketball NCAA Tournament Final Four and NCAA Tournament Championship and provide Coach with two (2) complimentary tickets to the NCAA Men's Basketball Final Four games, including the Championship game.

Section 24. NABC Dues. The University will pay Coach's National Association of Basketball Coaches dues each year during the Term that Coach is employed as the Head Coach for the Program.

Section 25. Relocation Expenses. In accordance with federal and state law and regulations, as well as the policies established by the University and Athletics, Coach shall be reimbursed for reasonable relocation expenses incurred in connection with relocating himself and his immediate family to the Lincoln, Nebraska area.

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

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

[Redacted signature area]

William H. Moos
Director of Athletics

Ronald D. (Ronnie) Green
Chancellor

Approved in accordance with Executive Memorandum No. 13:

[Redacted signature area]

Hank M. Bounds
President

Agreed and accepted by Coach this 20 day of May, 2019.

[Redacted signature area]

Fred Hoiberg Head Men's Basketball Coach

APPENDIX "A"

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

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

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

Athhuskervisionpol.ckm/rev.01/18/07

APPENDIX "B"

In the event Coach appears as Head Coach for the Program in the following games, Coach shall be paid an exceptional performance bonus in the amount(s) indicated below.

1. For the Big Ten Conference or the Big Ten Conference Tournament Championship, either:
 - a. Win the Big Ten Conference Regular Season Championship: \$100,000, or
 - b. Win the Big Ten Conference Tournament: \$100,000.

2. For appearances in the NCAA Tournament: \$150,000; plus the greater of:
 - a. \$30,000, if the Program advances to the round of 32 in the NCAA Tournament; or
 - b. \$40,000, if the Program advances to the round of 16 in the NCAA Tournament, or
 - c. \$55,000, if the Program advances to the round of 8 in the NCAA Tournament; or
 - d. \$75,000, if the Program advances to the Final Four in the NCAA Tournament, or
 - e. \$300,000, if the Program wins the National Championship Game.

The aggregate exceptional performance bonuses earned, as described above, shall be paid on a date to be determined by the University, but in no case later than the last day of May following the relevant post-season event.

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

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

Section 1. Definitions. Unless the context otherwise requires, the definitions given in this section shall apply when any one of the defined terms appears in this departmental policy.

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

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

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

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

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

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

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

Section 2. Standards of Professional Performance.

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

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

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

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

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

Section 4. Termination or Suspension for Cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Suspension for Criminal or Other Charges.

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

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

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

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

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

Section 6. Pre-termination Hearing.

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

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

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

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

Section 7. Post-termination Hearing.

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

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

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

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

Section 8. Termination Without Cause.

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