

**FIRST AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

**DIRECTOR OF INTERCOLLEGIATE ATHLETICS  
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS  
UNIVERSITY OF NEBRASKA-LINCOLN**

This First Amended and Restated Employment Agreement (“Agreement”) is made effective as of \_\_\_\_\_, 2023 (the “Effective Date”), 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-Lincoln (“University”), and **Trev Kendall Alberts** (“Mr. Alberts”), an individual, hereinafter referred to collectively as the Parties. This Agreement amends and restates, in its entirety, and replaces the current Employment Agreement dated effective July 14, 2021 and the current Retention Bonus Agreement dated effective July 14, 2021 by and between the Parties.

**Recitals**

- A. The University currently employs Mr. Alberts as the Director of Intercollegiate Athletics for its Department of Intercollegiate Athletics pursuant to that certain Employment Agreement dated effective July 14, 2021, as amended by that certain First Addendum to Employment Agreement dated effective July 1, 2023.
- B. The Parties have also entered into that certain Retention Bonus Agreement dated effective July 14, 2021.
- C. The Parties now desire to (i) amend and restate Mr. Albert’s Employment Agreement, and (ii) amend and restate Mr. Alberts’s Retention Bonus Agreement, consolidating modified portions thereof into 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.** Upon execution of this Agreement, Mr. Alberts shall continue to serve as the Director of Intercollegiate Athletics (“Athletic Director”) for the University’s Department of Intercollegiate Athletics (the “Department”), reporting directly to the President of the University. 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. Alberts’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. Unless this Agreement is terminated earlier by either Party pursuant to other provisions of this Agreement, Mr. Alberts’s employment as the Athletic Director shall continue until August 31, 2031, or the date through which the Agreement has been extended pursuant to Section 12 of this Agreement (the “Term”).
2. **Compensation and Benefits.** Commencing on the Effective Date and continuing through August 31, 2026, the University shall pay Mr. Alberts an annual, gross Base Salary of one million seven hundred thousand dollars (\$1,700,000.00), less all required and authorized deductions. Commencing on September 1, 2026 and continuing through August 31, 2031, the University shall pay Mr. Alberts an annual, gross

Base Salary of two million one hundred thousand dollars (\$2,100,000.00), less all required and authorized deductions. The University will pay this Base Salary to Mr. Alberts 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. Alberts'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. Alberts's annual salary from time-to-time during the term of this Agreement as part of the University's overall annual salary merit program without the need for a formal, written amendment to this Agreement. Mr. Alberts 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 President of the University of Nebraska ("President"). 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. Alberts shall cease immediately upon the termination of the Agreement.

3. **Comparison of Average Annual Total Compensation.** The Parties agree to review this Agreement every three (3) years (each a "Review Date") to evaluate Mr. Alberts's Average Annual Total Compensation (as defined herein) as compared to Athletic Directors at peer institutions. In the event (a) Mr. Alberts's remaining Average Annual Total Compensation as of the Review Date is lower than the Average Annual Total Compensation paid to: (i) the top three Athletic Directors (or equivalent positions) at public institutions in the Big Ten Conference or any successor athletic conference of which the University is a member (the "Conference"), or (ii) the top ten Athletic Directors (or equivalent positions) at public institutions in Division 1 of the NCAA, and (b) Mr. Alberts has demonstrated satisfactory performance of all duties and responsibilities under this Agreement, and (c) Mr. Alberts provides written notice to the University requesting an increase in Average Annual Total Compensation, then the Parties agree to negotiate in good faith for a period of up to thirty (30) days after receipt of such notice to amend this Agreement to increase Mr. Alberts's compensation that would place his Average Annual Total Compensation within the top three Athletic Directors (or equivalent positions) at public institutions in the Conference and the top ten Athletic Directors (or equivalent positions) at public institutions in Division 1 of the NCAA. For purposes of this Agreement, "Average Annual Total Compensation" for any individual shall mean the sum of fully-guaranteed gross compensation (base salary or otherwise, including in the case of Mr. Alberts the pro rata portion of each retention bonus and contract completion bonus that he would receive if terminated without cause on the Review Date) through the end of the individual's contractual term of employment, divided by the number of calendar years from the Review Date through the end of the individual's contractual term of employment.

4. **Performance Bonuses.** In addition to the annual salary referenced in the preceding provision, Mr. Alberts also may be eligible to receive bonuses based on the overall academic and athletic performance of the student-athletes and the sports teams within Athletics. The amounts of any such bonuses and the circumstances under which such bonuses may be granted currently are defined within the attached **Appendix A** to this Agreement, which is incorporated herein by this reference. The University reserves the right to modify Appendix A, as well as the right to discontinue the payment of any or all bonuses, at any time within its sole discretion. Any performance bonuses granted to Mr. Alberts 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.

5. **Retention and Contract Completion Bonuses.**

- (a) The University shall pay Mr. Alberts a lump sum retention bonus of five hundred thousand dollars (\$500,000.00) if he remains employed as the University's Athletic Director through July 18, 2026.

- (b) The University shall pay Mr. Alberts a lump sum retention bonus of three hundred thousand dollars (\$300,000.00) for each of the following milestone dates on which he remains employed as the University's Athletic Director: July 18, 2027, July 18, 2028, July 18, 2029, July 18, 2030, and July 18, 2031.
- (c) The University shall pay Mr. Alberts a lump sum contract completion bonus of three million dollars (\$3,000,000.00) if he remains employed as the University's Athletic Director through August 31, 2031.
- (d) These bonuses are in addition to the regular annual compensation owed to Mr. Alberts under the terms of this Agreement and each bonus shall be paid to him within forty-five (45) days after he reaches each milestone date. These provisions are not intended, and therefore should not be construed, to establish any trust for the benefit of Mr. Alberts or to grant him any right to or interest in any separate account that may be created for the purpose of setting aside funds for the eventual payment of the retention bonuses. The Parties intend for the retention bonuses to be paid to Mr. Alberts in a manner that adheres to and complies with the requirements imposed under Sections 409A and 457 of the Internal Revenue Code and all corresponding regulations. Accordingly, these retention and completion bonuses should not be construed as an election by Mr. Alberts to defer any compensation to which he may be or is already entitled through his current employment with the University. The Parties do not intend for Mr. Alberts to presently hold any vested rights in any of the retention or completion bonuses, to have the ability to assign or dispose of any interest in those bonuses, or to possess any discretion regarding the distribution of any of those bonuses. The Parties agree that Mr. Alberts's right to receive each retention or completion bonus is conditioned upon his continued employment and his future performance of substantial services on behalf of the University and is subject to full or partial forfeiture (as further specified below) if he does not remain employed to perform those services through the applicable milestone date. The Parties further agree that the retention bonuses shall be paid only at a specified time and that the form and timing of the payment of that bonus may not be accelerated, delayed, or otherwise modified, except as otherwise provided for in Code Section 409A. Because the payment of each retention bonus constitutes income to Mr. Alberts, the University shall withhold all necessary deductions from each bonus payment.

If Mr. Alberts should, however, (a) die, (b) become permanently disabled, or (c) be involuntarily terminated by the University for any reason other than for cause as defined within the terms of this Agreement prior to the applicable milestone date for any of the foregoing bonuses, Mr. Alberts or his estate shall be paid a prorated share of each of the bonuses listed above. This prorated share will be based on a percentage of the total bonus that is calculated by dividing the number of full months that Mr. Alberts remained in his position as the Athletic Director before his employment ended by the number of months that Mr. Alberts was expected to remain employed as the Athletic Director during the period between the Effective Date hereof and the applicable milestone date. The University will pay or cause this prorated share to be paid, less any required withholdings, within thirty (30) calendar days (a) following Mr. Alberts' death to the personal representative of his estate, (b) following a determination by the President that Mr. Alberts is permanently disabled, or (c) following the University's involuntary termination of Mr. Alberts' employment for any reason other than for cause. Neither Mr. Alberts nor his estate shall be entitled to receive any further retention compensation from the University following the payment of this prorated share. For the purposes of this Agreement, Mr. Alberts shall be

deemed to be "permanently disabled" if he is unable to engage in any substantial gainful work activity due to a medically determinable physical or mental impairment that is expected to result in his death or continue for a period of not less than twelve (12) months. Mr. Alberts will be responsible for providing documentation deemed suitable by the President for establishing any claimed permanent disability, such as without limitation any pertinent medical records and any disability determination rendered by the United States Social Security Administration.

6. **Business and Travel Expenses.** Beginning on the Effective Date, Mr. Alberts will be reimbursed in the manner provided by University policy for necessary and reasonable travel and business expenses related to the performance of his duties and responsibilities as Athletics Director. Mr. Alberts's spouse plays an important role in the social and professional life of the University and Athletics. Consequently, University of Nebraska Foundation funds or other non-state funds will be allocated to pay reasonable and customary travel expenses for Mr. Alberts's spouse's participation in selected University events, not to exceed thirty thousand dollars (\$30,000.00) per fiscal year in attributable costs or expense without prior approval from the President. In addition, spouse travel to other University related events such as Alumni Association activities may be paid for at the discretion of the Alumni Association or the University of Nebraska Foundation. It is understood and agreed that Mr. Alberts's spouse may be expected to participate in University activities as the spouse of the Athletic Director to facilitate the Athletics Director's ordinary and necessary duties as Athletics Director.

7. **Income through Outside Activities.** Mr. Alberts is expected to devote his full-time time and energy to carrying out the duties and responsibilities of the Athletic Director. Mr. Alberts shall not engage in any outside employment that conflicts with or is inconsistent with his duties and responsibilities as the Athletic Director, does not comply with Board of Regents' Bylaw 3.4.5, which is incorporated herein by this reference, or is not approved in advance in writing by the President.

- (a) Mr. Alberts 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 Athletic Director without the advance, written approval of the President. This prohibition applies without limitation to all endorsements and similar affiliations between the Athletic Director 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. Alberts 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. Alberts that is approved in advance by the President will be presumed to be consistent with these multi-media rights agreements.

8. **Duties.** As the Athletic Director, Mr. Alberts shall perform all duties necessary for the supervision and administration of the Department. In carrying out those duties, Mr. Alberts shall report to and be accountable directly to the President. Mr. Alberts 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 Athletic Director and the coaching staffs under his supervision to continue to promote and further this priority in all Athletics programs. As the Athletic Director, Mr. Alberts 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 President. Mr. Alberts 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 Athletic Director or as may be expressly authorized in advance and in writing by the President. In addition to all other obligations contained within this Agreement, Mr. Alberts 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 student-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 Athletic Director and to maintain the high ethical and moral standards expected of an Athletic Director 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 Athletic Director;
- (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 President or other authorized University officials to benefit the University, the Department, and their respective programs and missions, including without limitation radio appearances, appearances on Athletics' HuskerVision Television produced coaches' shows, and other sponsorship/development support. (A current copy of the Department's Policy on HuskerVision Television Productions is attached to this Agreement as **Appendix B** and is incorporated, as it may be modified from time-to-time, herein by this reference.)

9. **Strict Compliance with all Applicable Laws, Rules and Regulations.** Mr. Alberts shall perform the duties of the Athletic Director in strict compliance with (a) the constitution, bylaws, rules and regulations of the NCAA, (b) the rules and regulations of the Big Ten Conference or any successor 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. Alberts 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. Alberts 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.

10. **University Property.** All property that is provided to, or developed or acquired by, Mr. Alberts as part of or in conjunction with his employment by the University, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of the University. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that he may have access to or come into possession of during his employment. Excluded from this

provision are all of Mr. Alberts’s personal notes, memorabilia, diaries, and other personal records, which he may retain. Mr. Alberts 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.

11. **Confidential Property.** Mr. Alberts 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. Alberts 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 Athletic Director, or unless directed to do so by the President or the University’s Board of Regents. If Mr. Alberts 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 President and the University’s General Counsel of the demand.

12. **Performance Evaluation and Continuation of Employment.** Mr. Alberts shall be expected to perform the duties and responsibilities of the Athletic Director in a professional, competent, and diligent manner that conforms to the University’s and the Department’s expected performance and conduct standards. Mr. Alberts’s performance of those duties and responsibilities shall be evaluated annually by the President. Based on that evaluation, the President, within his discretion, may elect to extend or renew the term of this Agreement by one or more years. Any such extension or renewal must be set forth in a written addendum or modification to this Agreement that is executed by both Mr. Alberts and the President.

13. **Resignation and Pursuit of Other Employment.**

- (a) Unless Mr. Alberts 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 the President in advance of those discussions or negotiations.
- (b) If Mr. Alberts resigns prior to the completion of the Term hereof, the University will incur damages that will be uncertain and not susceptible to exact computation. In light of this fact, the Parties acknowledge and agree that Mr. Alberts shall pay the University the relevant amount listed below as liquidated damages, with such amount to be determined based upon the date Mr. Alberts notifies the University of his resignation. Such liquidated damages payment shall be made within sixty (60) calendar days following the effective date of Mr. Alberts’s resignation, as a reasonable forecast or approximation of the damages that the University will incur from Mr. Alberts’s resignation.

Date Mr. Alberts Notifies University of Resignation

Amount Owed

Effective Date through December 31, 2024	\$4,120,000
January 1, 2025 through December 31, 2025	\$2,835,000
January 1, 2026 through December 31, 2026	\$1,720,000
January 1, 2027 through December 31, 2027	\$750,000
January 1, 2028 through December 31, 2028	\$315,000
On or after January 1, 2029	\$0

The Parties have bargained for and agreed to this liquidated damages provision, giving consideration to the special personal talents that Mr. Alberts brings to Athletics that cannot be easily replaced, the critical importance of stability to the success of the Department, the substantial disruption to the Department that will result from Mr. Alberts's resignation, and the significant costs incurred by the University in conducting a search for another Athletic Director, all of which result in damages the amount, nature, and extent of which are difficult to determine and cannot be estimated with certainty. Accordingly, the Parties acknowledge and agree that the amount of liquidated damages payable to the University under this provision is fair and reasonable.

- (c) In electing to resign prior to the completion of the Term, Mr. Alberts shall forfeit any right Mr. Alberts may have under this Agreement or University policy to further compensation following the effective date of this resignation, including without limitation any bonus that has not been earned prior to termination or any accrued, but unused, vacation or floating holidays. The forfeiture shall not include any final base salary paid for work previously performed, as well as earned but unpaid bonuses, or any compensation paid as part of a vested retirement benefit.

14. **Discipline and Termination of Employment.**

- (a) **Discipline and Termination of Employment for Cause.** The University may discipline, suspend, or terminate the employment of Mr. Alberts for cause in accordance with the Department's policy attached to and incorporated by reference into this Agreement as **Appendix C**, which has been approved 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. Alberts'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. As part of any termination of Mr. Alberts's employment for cause, Mr. Alberts shall forfeit any right that Mr. Alberts may have under this Agreement or University policy to further compensation from the University following the effective date of termination, including without limitation any bonus that has not been earned prior to termination or any accrued, but unused vacation or floating holidays. This forfeiture shall not include any final base salary paid for work previously performed, as well as earned but unpaid bonuses, or any compensation paid as part of a vested retirement benefit. In no case shall the University be liable to Mr. Alberts for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Mr. Alberts as a result of the University's termination of Mr. Alberts's employment for cause.
- (b) **Reassignment and Termination of Employment Without Cause.**
  - i. Because the position of Athletic Director is unique and requires special skills and talents, the University may not reassign Mr. Alberts to another position without his prior written consent. The University may terminate Mr. Alberts'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. Alberts'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. Alberts's employment without cause, or if the University discontinues its Athletics Department for any reason, the University will pay the Post-termination Payments (as defined below) for the number of months remaining in the Term at the time of termination (the "Remaining Term").

- ii. Mr. Alberts shall be entitled to receive his entire Base Salary for the Remaining Term in substantially equal monthly installments, in each case subject to all applicable withholdings, until the earlier of twenty-four months after the date of termination or the last day of the Term; provided, however, that any such payments scheduled to occur in the first three months following Mr. Alberts's termination under this subsection shall not be paid until the last day of the third month after the date of termination.
- iii. If, on the date of termination, more than twenty-four months remain in the Term, Mr. Alberts shall be entitled to receive payment of deferred compensation in accordance with Section 457(f) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). Such deferred compensation shall consist of payment to Mr. Alberts of his entire Base Salary for the Remaining Term in substantially equal monthly installments during the period beginning on the first day of the 25<sup>th</sup> month after the date of termination and ending on the last day of the scheduled term hereof. Tax withholding and reporting relating to the payments described in this Section 14(b)(iii) shall be made in accordance with the applicable provisions of the Internal Revenue Code.
- iv. If it is reasonably determined by the University, after discussion with Mr. Alberts and his advisors, that some or all of the monthly payments to be made to Mr. Alberts pursuant to Section 14(b)(iii) will be taxable to Mr. Alberts prior to their scheduled payment dates, then, on the last day of the third month after the date of termination, the University shall make a single lump sum payment to Mr. Alberts in an amount equal to the Estimated Tax Amount, subject to all applicable withholdings. For this purpose, the "Estimated Tax Amount" means the amount that the University reasonably determines, based on the supplemental tax rates and after applicable withholdings, is necessary for Mr. Alberts to satisfy all of his applicable federal, state, and local income and employment tax obligations on amounts to be paid to Mr. Alberts pursuant to Section 14(b)(iii) that are taxable in the calendar year of termination rather than in subsequent years in which the scheduled payment dates fall, except that the amount of any Estimated Tax Amount will not exceed the amount that is permissible as an accelerated payment of deferred compensation under Internal Revenue Code Section 409A. The University will offset and reduce the monthly payments of deferred compensation of Mr. Alberts's Estimated Tax Amount in equal or substantially equal monthly payments over the time period during which Mr. Alberts is to receive payments pursuant to Section 14(b)(ii). This acceleration of payments to Mr. Alberts shall be accomplished through the reduction by the University of each monthly payment to be made under Section 14(b)(ii) by an amount equal to the monthly amount determined pursuant to the preceding sentence of this Section 14(b)(iv); any such reduction shall be applied after the reduction for any compensation Mr. Alberts receives from other employment during the Remaining Term as described in Section 14(c). If, for any reason under this Agreement, the payments to be made to Mr. Alberts by the University under Section 14(b)(ii) end prior to the time that the Estimated Tax Amount has been fully offset by the University through reductions of the payments to be made under Section 14(b)(ii), then the remaining balance of the Estimated Tax Amount is subject to clawback by the University in a single lump sum payment on or

before the date that Mr. Alberts's personal federal income tax return is due for the tax year during which such payments under Section 14(b)(ii) end. Nothing contained herein shall be construed as a loan contrary to Nebraska State Constitution Article XIII-3.

- v. The payments described in Sections 14(b)(ii), 14(b)(iii) and 14(b)(iv) shall hereinafter be referred to collectively as the "Post-termination Payments" and the period during which such payments are made shall hereinafter be referred to as the "Post-termination Payment Period." The Post-termination Payments shall fully compensate Mr. Alberts for the loss of collateral business opportunities and Mr. Alberts shall not be entitled to any further compensation and benefits under this Agreement.
- vi. These Post-termination Payments comprise the total amount of compensation owed by the University to Mr. Alberts and encompass all other forms of compensation that may be due to Mr. Alberts under the terms of this Agreement or University policy including without limitation any accrued, but unused, vacation or floating holidays. If Mr. Alberts 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 Mr. Alberts died.
- vii. The Parties have negotiated and agreed to these Post-termination Payments. Based on the University's agreement to pay these Post-termination Payments and waive claims against Mr. Alberts, Mr. Alberts 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 Mr. Alberts's termination of employment, including without limitation any claims for any income or other benefits tied to Mr. Alberts's employment. Upon Mr. Alberts's termination of employment (other than for cause), Mr. Alberts will be presented with a draft mutual release, which shall be subject to the Parties' mutual agreement, and if Mr. Alberts fails to execute the release prior to receipt of any Post-termination Payment, the University may delay payment of such Post-termination Payment (or payments, if additional Post-termination Payments come due) until such time as such mutual release is executed. As a part of such mutual release agreement, the University will also be required to release all claims, whether known or unknown, that it may have against Mr. Alberts. Notwithstanding the foregoing, in the event the NCAA or Conference finds, after Mr. Alberts's termination, that there was a significant, repetitive, or intentional violation of NCAA or Conference Rules either committed by Mr. Alberts or by a coach, employee, staff member, or student-athlete for which Mr. Alberts has direct control or supervision with Mr. Alberts's prior knowledge and consent or which Mr. Alberts, in the exercise of reasonable diligence, should have known or prevented, and such violation results in the vacation or wins or other achievements for which Mr. Alberts has received a performance bonus hereunder, the University shall have the right to immediately require Mr. Alberts to refund the full amount of the bonus corresponding to any such vacated achievement as its sole exclusive remedy therefor.

- (c) **Mitigation of Damages.** Mr. Alberts 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 Post-termination Payments, by using his best efforts to actively seek and obtain comparable employment within a reasonable period following that termination. Mr. Alberts shall not structure nor time compensation in any new employment in a manner to avoid mitigation. Mr. Alberts 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. Alberts 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 Mr. Alberts obtains any other employment or is engaged to provide a service (regardless of whether the employment or engagement constitutes comparable employment), then the Post-termination Payments shall be reduced by Mr. Alberts's total compensation attributable to the period covered by the Remaining Term of this Agreement from all sources directly related to the new position(s) (including, without limitation, salary, deferred compensation, signing bonuses, stay bonuses, or other cash compensation income, excluding the employee benefits costs or other non-cash benefits associated with such position(s)). Notwithstanding the foregoing, income to Mr. Alberts attributable to his activities as an investor shall not be applied to reduce the Post-termination Payments pursuant to the previous sentence. If the compensation in the new position is less than what Mr. Alberts would have earned from the University during the Remaining Term, the University within its sole discretion may choose to pay Mr. Alberts the difference through either reduced monthly payments or through a lump sum payment that is paid either by the University or a third party. Specifically, the University may elect to compensate Mr. Alberts through either of the following two options:

- (1) The amount of any remaining monthly installments owed by the University to Mr. Alberts during the Remaining Term shall be reduced by the amount of the guaranteed gross monthly salary that Mr. Alberts earns through the new employment; or
- (2) The present value of the difference between the total amount owed by the University to Mr. Alberts during the Remaining Term and the amount that Mr. Alberts is calculated to earn during that same time period through the new employment, calculated based on the timing of such payments and using the 3-year Treasury Constant Maturity Rate, will be paid to Mr. Alberts in a lump sum payment, which will be treated as income to Mr. Alberts for income tax purposes and will be subject to all requisite withholdings.

Mr. Alberts agrees that, to the extent permitted by applicable law, the University reserves the right to reduce the Post-termination Payments due and owing if the amount of compensation received by Mr. Alberts in his subsequent employment appears contrived to rely upon payments to Mr. Alberts by the University (examples include, but are not limited to, if Mr. Alberts's new position apportions compensation so that it increases more than twenty percent (20%) per year or balloons after the University's payments to Mr. Alberts cease or if the Mr. Alberts's new position pays below market rate during the years of the University's financial obligations to Mr. Alberts under this Agreement, in each case, without any circumstances reasonably justifying such increase above such threshold, such balloon, or such below-market compensation rate).

If the compensation that Mr. Alberts is calculated to earn in the new employment exceeds that which Mr. Alberts would have earned from the University during the Remaining Term, the University shall be relieved of any further obligations to compensate Mr. Alberts under this section of the Agreement.

15. **Incapacitation.** Should Mr. Alberts become unable to perform the duties of an Athletic Director 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, except as otherwise specifically set forth herein, 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. Alberts 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.

16. **Interference with Athletics.** In the event of termination of this Agreement, Mr. Alberts agrees that Mr. Alberts will not interfere with the University's student-athletes or otherwise obstruct the University's or Athletics' ability to transact business. If Mr. Alberts violates this provision, Mr. Alberts will not be entitled to any post-termination benefits, including any Post-termination Payments, and will be required to return any that have been disbursed.

17. **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. Alberts 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.

18. **Travel Supplement.** Beginning on the Effective Date and for each fiscal year during the Term thereafter, Mr. Alberts will be provided by the University, or the University shall arrange for, up to thirty-five (35) hours of private non-commercial flight time for the personal use of Mr. Alberts and his immediate family with Mr. Alberts having reasonable discretion over the plane type and routing. Any unused flight time in any fiscal year (up to 15 hours per fiscal year) shall carry over, but not beyond the end of the Term. Such fringe benefit will be reported as income to Mr. Alberts at its fair market value, subject to applicable withholding of state and federal taxes as required by law and regulations of the Internal Revenue Service.

19. **Tax Advice, Internal Revenue Code Section 409A.** The University will not provide tax advice to Mr. Alberts or Mr. Alberts's beneficiaries regarding the tax effects of this Agreement. The University encourages Mr. Alberts and Mr. Alberts's beneficiaries to consult with their own tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Section 409A and 457(f) of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent. Any reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A of the Internal Revenue Code, including, where applicable, the requirements that (a) any reimbursement is for expenses incurred during Mr. Alberts's life, but in no event later than the expiration of the Term of this Agreement, (b) the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, (c) the reimbursement of an eligible expense will be made no later than the last day of the taxable year following the taxable year in which the expense is incurred, and (d) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

20. **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.

21. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties relating to the University's employment of Mr. Alberts and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning that employment, including, but not limited to, Mr. Alberts's Employment Agreement, as amended, and Retention Bonus Agreement both dated effective July 14, 2021. 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. Alberts 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.

22. **Public Record.** Mr. Alberts understands that information regarding, related to, or part of this Agreement is a public record as provided by the Nebraska public records statutes (Neb. Rev. Stat. §§ 84-712 to 84-712.09) and shall be made available by the University to the public for examination in accordance with the University's interpretation and application of Nebraska law. Mr. Alberts consents to the public disclosure of this Agreement at the University's discretion and, if requested, Mr. Alberts will cooperate with the University in the production of records responsive to a request.

[Remainder of page intentionally left blank; signature page immediately follows.]

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

In witness of this Agreement, both Mr. Alberts and authorized representatives of the University have executed the Agreement on the dates indicated below.

**TREV KENDALL ALBERTS**

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

By \_\_\_\_\_  
Trev Kendall Alberts                      Date

By \_\_\_\_\_  
Walter E. Carter                              Date  
President

## APPENDIX A

### PERFORMANCE BONUSES

Throughout the term of this employment agreement with the University, Trev K. Alberts (“Mr. Alberts”) shall be eligible to receive at the end of each calendar year the following performance bonuses based on the overall academic and athletic performance of the 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 within Athletics meeting or achieving the NCAA’s minimum Academic Progress Rate (“APR”). The NCAA currently requires teams to achieve a four-year average APR of 930 to compete in championships. Such bonuses, if earned, shall be paid within sixty (60) calendar days following the end of the relevant calendar year.

#### **Academic Performance Bonus**

The University will calculate an overall NCAA Academic Progress Rate (“APR”) two-year average for all student athletes within Athletics based on the two most recently completed academic years. The 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) a team’s total points are divided by points possible and then multiplied by 1,000 to equal the team’s Academic Progress Rate. Mr. Alberts will be eligible to receive a gross targeted bonus of one hundred thousand dollars (\$100,000.00) (“Target Academic Bonus”) based on the Department’s APR during that two-year period. If the Department’s two-year APR is between 970 and 984, the University will pay Mr. Alberts 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. Alberts an academic performance bonus that equals one hundred ten percent (110%) of the Target Academic Bonus. If the Department’s two-year APR is below 970, Mr. Alberts will not receive an academic performance bonus.

#### **Athletic Performance Bonus**

The University will measure the Department’s overall athletic success in any given academic year based on the Department’s placement in the final standings for that year’s Learfield IMG College Directors’ Cup (“Directors’ Cup”), which is awarded annually by the National Association of College Directors of Athletics to the universities with the most success in collegiate athletics. Mr. Alberts will be eligible to receive a gross targeted bonus of two hundred thousand dollars (\$200,000.00) (the “Target Athletic Bonus”) based on the University’s Directors’ Cup standings at the end of each academic year. If the Department is ranked between number 26 and 30 in the Directors’ Cup standings, the University will pay Mr. Alberts an athletic performance bonus that equals eighty percent (80%) of the Target Athletic Bonus. If the Department is ranked between number 21 and 25 in the Directors’ Cup standings, the University will pay Mr. Alberts an athletic performance bonus that equals ninety percent (90%) of the Target Athletic Bonus. If the Department is ranked between number 16 and 20 in the Directors’ Cup standings, the University will pay Mr. Alberts an athletic performance bonus that equals one hundred percent (100%) of the Target Athletic Bonus. If the Department is ranked number 15 or better in the Directors’ Cup standings, the University will pay Mr. Alberts an athletic performance bonus that equals one hundred ten percent (110%) of the Target Athletic Bonus. If the Department is ranked lower than number 30 in the Directors’ Cup standings, Mr. Alberts will not receive an athletic performance bonus.

#### **Football Performance Bonus**

The University will pay Mr. Alberts a performance bonus of one hundred thousand dollars (\$100,000.00) if, during the preceding football season, the Department's football program won the Big Ten Championship. The University will pay Mr. Alberts a performance bonus of one hundred fifty thousand dollars (\$150,000.00) if, during the preceding football season, the Department's football program won the College Football Playoff (National Championship).

## APPENDIX B

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

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

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

## APPENDIX C

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

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

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

- (a) University – the University of Nebraska-Lincoln
- (b) Department – the University’s Department of Intercollegiate Athletics
- (c) Conference – the Big Ten Conference or any successor athletic conference of which the University is a member
- (d) NCAA – the National Collegiate Athletic Association
- (e) Athletic Director – the Director of Intercollegiate Athletics at the University
- (f) Athletic Staff Member – any Department employee who is employed by special appointment pursuant to Section 4.4.1 of the Bylaws of the Board of Regents for the University of Nebraska and is classified as a member of the University’s professional staff
- (g) Governing Athletic Rules – all rules, regulations, directives, policies, bylaws, constitutions, and interpretations issued or amended by the NCAA, the Conference, or any other governing body or institution possessing regulatory authority or power over any intercollegiate athletics program at the University

2. **Standards of Professional Performance.** All Athletic Staff Members are expected to perform their duties and responsibilities on behalf of the University in a professional, competent and diligent manner that conforms to the University’s and the Department’s expected performance and conduct standards. Athletic Staff Members, therefore, must conduct themselves and carry out their duties in a manner that fosters and promotes the high moral, ethical and academic standards of the University, as well as good sportsmanship. Athletic Staff Members also must strictly adhere to all applicable federal, state and municipal laws, University policies and practices, Department policies and practices, and governing athletic rules, including without limitation those rules relating to the recruitment and the furnishing of unauthorized benefits to recruits and student-athletes. Recognizing that the primary mission of the University is to serve as an institution of higher education, Athletic Staff Members are expected to fully cooperate with the University’s faculty and administrators in encouraging and promoting the academic pursuits of student-athletes and to take all necessary steps to safeguard and promote the physical and mental well-being of student-athletes. For those Athletic Staff Members who supervise other staff or students, those members also shall take all necessary steps to ensure that those under their supervision adhere to these standards.

3. **Disciplinary Action for Cause.** The University may discipline any Athletic Staff Member who engages in misconduct or who fails to meet the University's expected performance standards, as determined by the University. Misconduct, for the purposes of this provision, shall include without limitation engaging in any of the following acts:

- (a) Violation or breach of any applicable federal, state or municipal laws, University policies or practices, Department policies or practices, or governing athletic rules;
- (b) Violation of any felony or misdemeanor criminal statute resulting in a conviction that relates to, impacts or impairs the Athletic Staff Member's ability to perform duties on behalf of the University;
- (c) Violation or breach of any terms of the Athletic Staff Member's employment agreement, if any, with the University;
- (d) Engaging in any unethical or immoral conduct, regardless of where that conduct occurs, that relates to, impacts or impairs the Athletic Staff Member's ability to perform duties on behalf of the University;
- (e) Engaging in any conduct, regardless of where that conduct occurs, that impugns, harms or undercuts the reputation of the Department or the University;
- (f) Engaging in any conduct that harms, hinders or impairs, or failing to take appropriate steps to safeguard, the physical and/or mental well-being of student-athletes;
- (g) Failing to abide by University of Nebraska Board of Regent Policy regarding Consensual Relationships (RP-3.3.15) by engaging in any relationship of a sexual, intimate, romantic, dating, or amorous nature, regardless of its length, with a student-athlete or an employee for whom the Athletic Staff Member has supervisory or evaluative authority unless otherwise permitted by the policy;
- (h) Failing to abide by University of Nebraska Board of Regent Policy regarding Sexual Misconduct (RP-2.1.8). Athletic Staff Member's shall report promptly to the University's Title IX Coordinator any incident of sexual misconduct (as defined in RP-2.1.8, including domestic violence, dating violence, sexual harassment, sexual assault, sexual exploitation, and stalking) when the Athletic Staff member receives a disclosure of sexual misconduct or becomes aware of information that would lead a reasonable person to believe that sexual misconduct may have occurred involving anyone covered by RP-2.1.8;
- (i) Failing to adhere to or follow any lawful directive issued to the Athletic Staff Member by the Athletic Director, the University's administration, or the University's Board of Regents, or any other act that could be deemed insubordinate;
- (j) Failing to respond accurately, fully or timely to any reasonable inquiry received from the University, the NCAA, the Conference, any other governing body, or any governmental agency regarding any matters that pertain to or arise out of the Athletic Staff Member's employment at the University or any prior employment as a coach or at another academic institution;

- (k) Fraud or dishonesty in carrying out any duties on behalf of the University, including without limitation submitting false, fabricated, misleading or altered statements, representations, reports, records or other documents to the University, the NCAA, the Conference, other governing bodies, or governmental agencies (such as any documents relating to the recruitment of student-athletes or any documents required to be maintained by law, University policy or practice, or governing athletic rules);
- (l) The misappropriation, misuse, damage or destruction of University property;
- (m) Appearing to be under the influence of alcohol, drugs or other intoxicants while performing duties on behalf of the University, regardless of location;
- (n) Driving a motor vehicle while legally intoxicated or under the influence of alcohol or other drugs (including illegal, recreational and prescribed drugs);
- (o) The sale, use or possession of any narcotics, controlled substances, drugs, steroids or other chemicals in violation of any state or federal laws, or any governing athletic rules, including without limitation the sale, use or possession of any pain medications that have not been prescribed directly to you;
- (p) Failing to fully cooperate in the implementation, administration and enforcement of any drug testing program established by the University for student-athletes;
- (q) Soliciting, placing or accepting a bet on any intercollegiate athletic contest, or participating in, condoning or encouraging any illegal betting, gambling, or bookmaking on any intercollegiate or professional sporting event through any means;
- (r) Furnishing information or data regarding any of the University's athletics programs to any individual that the Athletic Staff Member knows, or reasonably should know, is involved in or tied to illegal gambling;
- (s) Failing to immediately report to the Athletic Director any possible or known violation of any governing athletic rule or University policy or practice by an assistant coach, a student or other person under the direct control or supervision of the Athletic Staff Member;
- (t) Failing to accurately report all sources and amounts of income generated from athletics-related activities, as required by the governing athletic rules; or
- (u) Allowing, permitting or encouraging any assistant coach, student or other person under the direct control or supervision of the Athletic Staff Member to engage in any of the prohibited conduct identified above, or failing to take appropriate steps to prevent such action being taken by such individuals.

Typically, an Athletic Staff Member will be informed of any performance deficiencies and afforded a reasonable opportunity to rectify those deficiencies before any discipline will be imposed based on a failure to meet performance standards. The form and severity of any discipline will be determined by the University on a case-by-case basis, taking into consideration a variety of factors such as the nature and seriousness of the offense, the extent to which the conduct or behavior has been addressed previously or is repetitive, the impact that the conduct has on the University, the Department, the athletic program, and the workplace, the degree to which the conduct exposes the University to liability

or reputational harm, and the impact that the conduct has on the physical and mental well-being of student-athletes. Depending on such factors, the University may impose discipline on the Athletic Staff Member, ranging from a verbal reminder to the termination of employment, and is not required to impose discipline in a progressive manner. If the University elects to suspend an Athletic Staff Member as a form of discipline, the suspension can be without pay and generally will not exceed ninety (90) calendar days in duration. If the University is contemplating suspending or terminating the employment of an Athletic Staff Member for cause, the affected athletic staff member will be afforded the due process referenced within this policy.

4. **Administrative Leave.** The University may place any Athletic Staff Member on paid administrative leave (a) while the University investigates complaints or allegations brought against the Athletic Staff Member to determine whether disciplinary action is warranted, (b) following the filing of an indictment or information on criminal charges against the Athletic Staff Member, or (c) following notification of a formal inquiry or a preliminary finding by the NCAA or the Conference that the Athletic Staff Member violated one or more governing athletic rules or that violations were committed by others that the Athletic Staff Member permitted, condoned or encouraged or that the Athletic Staff Member failed to prevent, limit or mitigate after acquiring actual or constructive knowledge of those violations. This administrative leave may continue until a final resolution is reached in any such investigation, matter or proceeding. The University is not limited or precluded from taking disciplinary or other action against any other Athletic Staff Members who were responsible for supervising the Athletic Staff Member on administrative leave.

5. **Notice.** Except in those situations in which the University has determined that advance notice would be detrimental to the University's interests, the Athletic Director or another administrative officer designated by the University's Chancellor will notify the Athletic Staff Member of the University's intent to suspend or terminate that member's employment for cause at least seventy-two (72) hours in advance of that employment action. The notice will identify the reasons for the intended action, along with a brief summary of the underlying facts. Prior to the intended action being taken, the Athletic Staff Member may submit a written statement to the Athletic Director, or the other administrative officer designated by the Chancellor, setting forth reasons why the intended employment action should not be taken. If advance notice is not provided, the Athletic Director or another administrative officer designated by the University's Chancellor will inform the Athletic Staff Member of the employment action taken, along with the reasons and a brief statement of the underlying facts, within at least forty-eight (48) hours after the suspension or termination for cause is imposed.

6. **Post-Hearing.** An Athletic Staff Member who is suspended or terminated for cause may submit a written request for a post-hearing to the Athletic Director within fifteen (15) calendar days following the effective date of the suspension or termination. The hearing will be conducted by a panel of three academic-administrative University employees selected by the Chancellor and will be transcribed by a court reporter, who will prepare a transcript of the hearing at the University's expense. The Athletic Staff Member shall have the option of being represented by a personal attorney at the hearing and shall have the ability to present testimony, to call witnesses, and to cross-examination. Although the formal rules of evidence will not be adhered to at the hearing, the panel may exclude any testimony or evidence that the panel deems to be irrelevant, immaterial, incompetent, duplicative, or otherwise lacking probative value. Following the hearing, the panel will submit a written recommendation to the Chancellor and provide a copy to the Athletic Staff Member. After receiving the panel's recommendation, the Chancellor, or a designee, will render a written decision on the employment action taken against the Athletic Staff Member and will inform the Athletic Staff Member of that decision. The Chancellor's decision shall be final and shall not be subject to any further internal review.

7. **Termination Without Cause.** The University may terminate the employment of any Athletic Staff Member without cause by providing that member with the notice required under Section 4.4.1 of the Bylaws of the Board of Regents of the University of Nebraska.