

CONTRACT OF EMPLOYMENT

ASSISTANT FOOTBALL COACH DEPARTMENT OF INTERCOLLEGIATE ATHLETICS UNIVERSITY OF NEBRASKA-LINCOLN

THIS CONTRACT is made by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate (the "University"), for and on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln ("Athletics") and Charlton Warren (the "Coach").

WITNESSETH: That the University hereby agrees to employ Coach and Coach hereby agrees to accept employment as Athletics' Assistant Football Coach, subject to the following terms:

Section 1. Term of Contract.

The term of this Contract shall be for a period beginning on January 1, 2015, and expiring at midnight on January 31, 2017, unless earlier terminated, as provided for in the Contract (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) Coach shall perform such duties as may be assigned by the Head Football Coach (the "Head Coach") in connection with supervision and administration of Athletics' Football Program (the "Program").

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

- (1) To faithfully and conscientiously perform the duties assigned by the Head Coach, and to maintain the high moral and ethical standards commonly expected of Coach as a representative of the University;
- (2) To devote full-time attention and energy to the assistant coaching duties as required herein and to the promotion of the Program;
- (3) To avoid any business or professional activities or pursuits that will conflict with Coach's performance of duties under this Contract; and
- (4) To perform such other duties as shall from time-to-time be assigned to Coach by the Head Coach, 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.

(c) Coach agrees that academic progress and achievement of student-athletes is of the highest importance. Coach agrees to adhere to the University's standards and policies for the academic performance of its student-athletes in his recruitment, supervision and coaching of players. Coach agrees to follow conscientiously any directives from the Head Coach, the Director of Intercollegiate Athletics, or other duly authorized administrative officers of the University concerning such matters.

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

Section 3. Salary.

In consideration of an annual salary of \$250,000.00 through January 31, 2016, and \$275,000.00 through January 31, 2017, and further agreements and considerations hereinafter stated, Coach agrees to perform during the Term the duties required herein. The annual salary stated above may from time to time, at the discretion of the University, be adjusted upward without the necessity of a written amendment or modification of this Contract. Such annual 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.

Section 4. Exceptional Performance Bonuses.

In addition to the minimum annual salary to be paid to Coach as provided in this Contract, the University may pay to Coach one or more exceptional performance bonuses in accordance with the University of Nebraska Athletics Department Conference & Postseason Bonus Policy, or any successor policy, relating to exceptional performance bonuses for regular Assistant Football Coaches, approved by the Director of Intercollegiate Athletics and the Chancellor (a copy of which policy is attached hereto as Appendix "A"). It is understood and agreed by Coach that approval and implementation of an exceptional performance bonus policy for regular Assistant Football Coaches or discontinuance of the same shall be at the sole discretion of the Director of Intercollegiate Athletics and the Chancellor, and nothing in this section shall be construed to require such a policy.

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

The professional staff appointment status of Coach pursuant to this Contract shall be an all-year special appointment as a member of the managerial-professional staff of the University. Coach shall be entitled to receive all of the fringe benefits of employment received by other members of the managerial-professional staff, and such other fringe benefits of employment as may be provided upon approval by the Head Coach and the Director of Intercollegiate Athletics. Except as specifically stated to the contrary in this Contract, Coach's employment is subject to the terms and conditions of employment for members of the managerial-professional staff of the University as provided in Athletics policies and procedures, the University of Nebraska-Lincoln Human Resources policies found at <http://bf.unl.edu/hrpolicy/>, and the Bylaws of the Board of Regents, and the various policies of the Board of Regents found at www.nebraska.edu, all of which are incorporated herein by this reference.

Section 6. Compliance with NCAA, Conference and University Regulations.

Coach agrees to perform his duties in strict compliance with (a) rules and regulations of the National Collegiate Athletic Association (NCAA), (b) rules and regulations of the Big Ten Conference, and (c) applicable rules and regulations of the University. In accordance with NCAA regulations, Coach understands that if he is found to be in violation of any NCAA rule or regulation, he shall 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, his employment may be suspended without pay for a period of time or terminated as provided in Section 9 of this Contract, if Coach is found to have been involved in a major infraction or material or repetitive violation of rules and regulations of the NCAA, the Big Ten Conference, or the University (See Appendix "B").

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

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 his position as Assistant Football Coach, Coach shall first obtain approval of such outside activity from the Head Coach, the Director of Intercollegiate Athletics, and the Chancellor. In accordance with University/Athletics policies and practices, and with NCAA regulations, Coach agrees that annually, no later than a date to be reasonably determined by the Director of Intercollegiate Athletics or his or her designee, 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, including, but not limited to, income from sports camps, club memberships, and complimentary tickets or admissions. Any and all information submitted by Coach in accordance with this section shall be treated as a part of his confidential personnel file, subject to the University's right to use such information as required in accordance with NCAA rules and regulations. During the summer months between the end of one academic year and the beginning of the next academic year of the University, Coach shall be authorized, subject to approval by the Head Coach, to be employed outside of his University employment as a staff member in football schools, camps and clinics on the University campus conducted by and under the direction of the Head Coach.

Section 8. Discussion of Other Prospective Employment; No Penalty for Resignation.

(a) Unless notice of termination of employment has been given to Coach in accordance with Sections 9 or 10 of this Contract, Coach shall not engage in discussions or negotiate, directly or indirectly, concerning his prospective employment with any other institution of postsecondary education or any professional athletic team without first obtaining the approval from the Head Coach for such discussions or negotiations.

(b) There shall be no penalty to Coach for resignation from his employment pursuant to this Contract; provided, that any resignation during a regular football season or prior to a post-season bowl game after a regular football season shall only be effective upon written acceptance by the Head Coach.

Section 9. Termination of Employment for Cause, Program Discontinuance or Financial Exigency.

(a) Coach's employment may be suspended or terminated for cause in accordance with the policy and procedures of the Department of Intercollegiate Athletics approved by the Chancellor pursuant to Section 4.7.1 of the *Bylaws of the Board of Regents of the University of Nebraska* (the "Bylaws"). A copy of said departmental policy and procedures is attached as Appendix "B" to this Contract and is incorporated into and made a part of this Contract.

(b) Coach's employment may be terminated for cause due to bona fide discontinuance of a program or department or due to extraordinary circumstances because of financial exigencies as provided by Sections 4.7.1, 4.16 and 4.17 of the *Bylaws* and policies of the Board of Regents for implementation of said sections of the *Bylaws*.

(c) In the event Coach's employment is terminated for cause as provided in this Section 9, this Contract shall terminate on the effective date of such termination of employment.

Section 10. Termination of Contract and Employment Not for Cause or Due to Change in the Position of Head Football Coach; Liquidated Damages; Duty to Mitigate.

Notwithstanding any other provision of this Contract to the contrary, Coach and the University expressly agree:

- (a) In the event the Head Coach voluntarily resigns or retires from the position of Head Football Coach, this Contract and Coach's employment by the University shall terminate on the effective date of the Head Coach's voluntary resignation or retirement, and the University shall be released and discharged from all obligation to pay Coach any form of compensation from and after any such termination of this Contract and Coach's employment.
- (b) The parties further agree that the University shall, at any time, have the right to terminate Coach's employment hereunder for reasons other than for cause upon delivery to Coach of reasonable written or verbal notice of termination, as such reasonableness may be determined by the University in its discretion and exercise of good faith. More specifically, should the Head Coach cease to occupy the position of Head Football Coach for any reason other than voluntary resignation or retirement, this Contract and Coach's employment by the University shall terminate on the date that the Head Coach ceases to occupy the position of Head Football Coach. Should Coach be terminated pursuant to this subsection (b), the University, or an entity designated by the University, shall continue to pay to Coach, as liquidated damages, an amount equal to the sum of Coach's monthly salary as of the date of termination and the University's contribution to Coach's employer paid fringe benefits of University employment¹ immediately prior to termination, such payment to be paid in monthly installments, through the end of the period of time that would have comprised the Term, had Coach's employment not been terminated (the "LD Term"). Coach is not eligible to participate in University benefit plans as an employee following termination. Coach will be allowed to participate in such benefit programs to the extent

¹ The term "employer paid fringe benefits of University employment" for purposes of this Contract shall mean and be limited to the University's medical, dental and life insurance programs. Employer paid fringe benefits of University employment shall not include any fringe benefits that Coach may be receiving in the form of an automobile, club membership, compensation from a football school or camp, or any other athletically related income.

permitted by the Consolidated Budget Omnibus Reconciliation Act, also known as COBRA, as such act may be revised, amended or restated. 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, whether such termination be one for cause or without cause. More specifically, within a reasonably brief period following termination, Coach shall use Coach's best efforts to seek and secure comparable employment. If Coach secures other employment during the LD Term, then all University obligations to Coach for payments under this subsection (b) shall cease upon payment of a lump sum to Coach from the University, or other party designated by the University, computed as the present value of the difference between (1) Coach's University monthly cash liquidated damages (i.e. his monthly cash salary), excluding that amount related to employer paid fringe benefits of University employment, and (2) the monthly gross cash salary at the new employment, 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. In case of Coach's death, the University's obligations under this section shall cease effective on the last day of the month in which Coach dies. The obligations of the University under this subsection (b) providing for liquidated damages shall survive termination of this Contract.

- (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 University employment, which damages are extremely difficult to determine with certainty. The parties agree that payment to Coach of the liquidated damages provided in subsection (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 University. Upon payment of 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 University employment.
- (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) The foregoing provisions of this section shall not prevent Coach and the University from mutually agreeing upon new terms and conditions for Coach's employment should the parties mutually agree that new, continued, or temporary employment is in their mutual best interests.

Section 11. Annual Evaluation of Coach's Performance; Extension or Renewal of Contract.

Annually, the Head Coach shall meet with Coach for the purpose of informing Coach of the evaluation of his performance of duties and responsibilities of employment pursuant to this Contract. Based upon such performance evaluation, the Head Coach may at his discretion with the approval of the Director of Intercollegiate Athletics offer to Coach an extension or renewal of this Contract. Any such extension or renewal of this Contract shall be reduced to writing and duly executed by the University and Coach.

Section 12. Incapacitation.

Should Coach become incapacitated so as to be unable to perform his duties pursuant to this Contract, and such incapacitation shall continue for more than six (6) months, or if such incapacitation is permanent, irreparable, or of such a nature as to make performance of his 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 Board 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 Board.

Section 13. University Documents, Records and Property.

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. 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 14. 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 15. Cancellation of Prior Contract.

This Contract constitutes 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. More specifically, Coach's written employment agreement with a term ending on January 31, 2016, shall terminate at midnight, effective December 31, 2014, and this Contract shall commence on January 1, 2015.

Section 16. 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 17. 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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date indicated below.

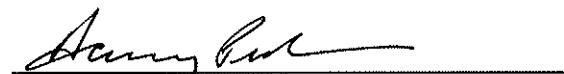
Approved by the Head Football Coach, the Director of Intercollegiate Athletics, and executed by the Chancellor and Vice Chancellor for Business and Finance of the University of Nebraska-Lincoln, as the duly authorized representatives of the Board of Regents of the University.

APPROVED:



Shawn Eichorst
Director of Intercollegiate Athletics

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



Harvey S. Perlman
Chancellor

Michael J. Riley
Michael J. Riley
Head Football Coach

Christine Jackson
Christine Jackson
Vice Chancellor for Business and Finance

1-8-2015

Date

Accepted by Coach this 16 day of December, 2014.

Charlton Warren
Charlton Warren
Assistant Football Coach

athWarrencontract2015.ckm

APPENDIX “A”



University of Nebraska Athletics Department

Conference & Postseason Bonus Policy

The University of Nebraska Athletics Department permits conference & postseason bonuses for coaches and directors of operations. Awards shall be approved only if they are in recognition of postseason achievements as specified in the following University of Nebraska Athletics Department Conference & Postseason Bonus Schedule.

Bonus Eligibility & Procedures:

1. The Conference & Postseason Bonus Policy applies only to the full-time head & assistant coaches and directors of operations.
2. Individuals are eligible for a bonus based on the recommendation of the Sport Administrator and the approval of the Director of Athletics, in conjunction with a satisfactory performance evaluation.
3. All bonus amounts shall be based on the individual's base salary for the fiscal year of achievement, and calculated as the percentage specified in the following Conference & Postseason Bonus Schedule.
4. All bonus payments will be processed through the University's payroll system as compensation, and be subject to all applicable withholding and deductions.

University of Nebraska Athletics Department Conference & Postseason Bonus Schedule

		Highest Applies			
<u>Individual Sports</u> ⁽¹⁾	<u>Conference Championship</u> ⁽²⁾	Postseason	Postseason	National	
		<u>Selection</u>	<u>Advancement</u>	<u>Finals</u>	<u>Champion</u>
Men's & Women's Tennis	15%	5%	Top 16	Top 4	25%
Men's Golf	15%	5%	Top 30	Top 8	25%
Women's Golf	15%	5%	Top 24	Top 8	25%
Men's Gymnastics	15%	5%	N/A	Top 6	25%
Women's Gymnastics	15%	5%	Top 12	Top 6	25%
Wrestling	15%	N/A	Top 20	Top 4	25%
Swimming & Diving	15%	N/A	Top 20	Top 4	25%
Bowling	N/A	10%	N/A	Top 4	25%
Rifle	15%	10%	N/A	Top 4	25%
Track & XC ⁽³⁾	(M in or out) 15% (W in or out) 15% (M or W xc) 15%	Top 10 N/A	(M in or out) 15% (W in or out) 15% (M or W xc) 15%	(M in or out) 20% (W in or out) 20% (M or W xc) 20%	(M in or out) 25% (W in or out) 25% (M or W xc) 25%

(1) Conference championship and other postseason bonuses are for team accomplishments. However, if an individual student-athlete wins an individual national championship, the head coach and the primary assistant coach who directly coached the student-athlete may receive a **5%** bonus, if no other team based bonus is earned.

(2) A conference championship bonus may be earned for either a regular season or postseason tournament championship, but not both.

(3) A maximum of two (2) bonuses shall be earned per year for Track (however, only the head coach and the primary assistant coach for cross country are eligible for one (1) of those bonuses to be earned in cross country).

University of Nebraska Athletics Department Conference & Postseason Bonus Schedule

Team Sports (except Basketball & Football)	Postseason		Highest Applies	
	<u>Conference Selection</u>	<u>Conference Championship (2)</u>	<u>Postseason Advancement</u>	<u>Postseason Finals</u>
Baseball	15%	5%	Regionals (16) 10%	College World Series (8) 20%
Softball	15%	5%	Super Regionals (16) 10%	College World Series (8) 20%
Soccer	15%	5%	Regionals (16) 10%	College Cup (4) 20%
Basketball				
Men's & Women's Basketball Assistants (4)	<u>Conference Selection</u> NCAA 10% NIT 5%	<u>Conference Championship (2)</u> 15%	<u>Postseason Selection</u> NCAA Regionals (16) 15%	<u>Postseason Final (4)</u> NCAA Champion 25%
Highest Applies				
Football	<u>Win or Tie Division</u>	<u>Conference Championship</u>	<u>CFP</u>	<u>Championship</u>
Football Assistants (4)	5%	15%	8.33%	16.67%
Highest Applies				
			<u>National Champion</u>	
			20%	22.5%
			25%	

(2) A conference championship bonus may be earned for either a regular season or postseason tournament championship, but not both.

(4) For head coach bonuses in football and basketball, refer to employment agreement.

Established May 26, 2014 (in preparation for 2014-15).

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

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.
- (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 repetitive 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*.