

**SECOND AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

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

This Second Amended and Restated Employment Agreement (Agreement) is made and entered into this March 20, 2024 (Effective Date) by and between the Board of Regents of the University of Nebraska (University), a public body corporate, on behalf of the Department of Intercollegiate Athletics at the University of Nebraska-Lincoln (Athletics), and Amy M Williams (Coach), an individual, hereinafter referred to collectively as the Parties. This Agreement amends and restates, in its entirety, and replaces the First Amended and Restated Employment Agreement executed on or about July 25, 2023.

Recitals

- A. The University currently employs the Coach as Head Coach in its Athletics Women's Basketball program pursuant to a contract executed on or about July 25, 2023. Under the terms of that employment contract, Coach is to remain employed as Head Coach through April 30, 2027.**
- B. The Parties now want to modify Coach's employment contract in the manner set forth within this Agreement.**

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, 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 the Coach's appointment shall be defined in accordance with the University's Board of Regents Bylaws.

<u>Contract Year</u>	<u>Base Salary</u>
May 1, 2025 through April 30, 2026	\$975,000
May 1, 2026 through April 30, 2027	\$1,000,000
May 1, 2027 through April 30, 2028	\$1,025,000
May 1, 2028 through April 30, 2029	\$1,050,000

Each of these amounts shall be considered Coach's annualized Base Salary under this Agreement for the relevant time periods described above. This Base Salary may be adjusted accordingly if the Coach's appointment becomes less than full time. In addition, the University can adjust the Coach's Base Salary if the sports season is shortened or not played due to exigent circumstances beyond the control of the University, such as a pandemic. The University, within its sole discretion, may raise the Coach's annualized Base Salary from time to time during the term of the r de s Mit offener y

marketing of Athletics. Any activity by the Coach that is approved in advance by the Athletic Director and the Chancellor will be presumed to be consistent with these multi-media rights agreements.

- (b) The Coach is permitted to organize and conduct athletic schools, camps, and clinics (hereinafter collectively referred to as "camps") on University premises, and will be entitled to retain or distribute to assistant coaches or other staff all proceeds arising therefrom, provided that those camps are conducted in accordance with all requirements imposed by the University on camps, including without limitation the scheduling of such camps and the payment of all requisite fees and charges for the use of University facilities, materials, and services by those camps. This authorization extends as well to each assistant coach under the Coach's supervision and will remain effective throughout the term of this Agreement.**
- (c) In accordance with University and Athletics policies, as well as National Collegiate Athletic Association (NCAA) regulations, the Coach shall file a personal financial statement annually with the Athletic Director; on a date and in a format determined by the Athletic Director or designee. This financial statement shall identify all income that the Coach has obtained from sources both within and outside the University for athletics-related activities.**

6 Duties. As the Head Womens Basketball Coach, the Coach shall perform all duties necessary for the supervision and administration of the Program. In carrying out those duties, the Coach shall report to and be accountable directly to the Athletic Director. The Coach lacks any authority to bind the University with respect to transactions or ventures of any kind with any athletic booster or booster organization, except as may be expressly authorized in advance and in writing by the Athletic Director; but may interact with any third parties so long as Coach complies with her obligations under this Agreement in connection with such interactions, including compliance with all Applicable Rules (defined below). In addition to all other obligations contained within this Agreement, the Coach agrees to each of the following:

- (a) To adhere to the University's standards and policies for the academic performance of its student athletes in terms of the recruitment, supervision and coaching of such athletes, as part of the Coach's recognition that the academic progress and achievement of student athletes is of the highest importance;**
- (b) To faithfully and conscientiously perform assigned duties associated with the position of Head Womens Basketball Coach and to maintain the high ethical and moral standards expected of all University coaches;**
- (c) To devote full professional attention and efforts to promoting the Program and fulfilling all necessary coaching responsibilities and duties;**
- (d) To not engage in any business or professional activities or pursuits that may conflict with the Coach's duties and responsibilities under this Agreement;**
- (e) To safeguard the health, safety and welfare of each student athlete within the Program, including supporting the medical decisions and recommendations of medical and training personnel assigned by the University to care for the health and wellbeing of the Programs student athletes; 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 of his within the Program or under the Coach's supervision do these same, and

- (f) To perform all other duties that may be assigned related to your position of Head Womens Basketball Coach, and adhere to all directives that may be issued from time to time by the Athletic Director or other authorized University officials to benefit the University, Athletics and their respective programs and missions, including without limitation radio appearances, appearances on Athletics HuskeVision Television produced coaches shows, and other sponsorship/development support. (A current copy of the Athletics Policy on HuskeVision 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.)

7 Strict Compliance with all Applicable Laws, Rules and Regulations. The Coach shall perform the duties of the Head Coach in strict compliance with (a) the constitution, bylaws, rules, and regulations of the NCAA, (b) the rules and regulations of the Big Ten Conference (Conference), (c) all applicable rules and regulations of the University, (d) the rules and regulations of any successor organizations to those named above, and (e) all applicable federal, state and municipal laws (hereinafter collectively referred to as Applicable Rules). The University may place the Coach on administrative leave pending an investigation into any allegations that the Coach has violated any of the Applicable Rules. If an investigation reveals that the Coach has violated any of the Applicable Rules either during or preceding the Coach's employment with the University, the University may take whatever disciplinary or corrective action against the Coach that it deems appropriate, including without limitation suspension without pay or termination of employment in accordance with Section 12 of this Agreement.

8 University Property. All property that is provided to, or developed or acquired by, the Coach as part of or in conjunction with the Coach's 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

- (c) In electing to resign prior to the completion of the Agreement term, the Coach shall forfeit any right the Coach may have under this Agreement or University policy to further compensation from the University following the effective date of the resignation, including without limitation 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, incurred but unreimbursed expenses, or any compensation paid as part of a vested retirement benefit.

12 Discipline and Termination of Employment

- (a) **Discipline and Termination of Employment for Cause** The University may discipline, suspend or terminate the employment of the Coach for cause in accordance with Athletics policy attached to and incorporated by reference into this Agreement as Appendix C,

- ii. Coach shall be entitled to receive Coachs Base Salary for the Remaining Termin substantially equal monthly installments and 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 Coachs 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, the Coach 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 the Coach of the Coachs Base Salary for the Remaining Termin substantially equal monthly installments, during the period beginning on the first day of the 25th 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 12(b)(ii) 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 the Coach and her advisors, that some or all of the monthly payments to be made to the Coach pursuant to Section 12(b)(ii) will be taxable to the Coach 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 the Coach in an amount to equal 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, is necessary for the Coach to satisfy all of her applicable federal, state and local income and employment tax obligations on amounts to be paid to the Coach pursuant to Section 12(b)(ii) 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 by the accelerated payment of the Coachs Estimated Tax Amount in equal or substantially equal monthly payments over the time period during which the Coach is to receive payments pursuant to Section 12(b)(i). This acceleration of payments to the Coach shall be accomplished through the reduction by the University of each monthly payment to be made under Section 12(b)(i) by an amount equal to the monthly amount determined pursuant to the preceding sentence of this Section 12(b)(iii); any such reduction shall be applied after the reduction for any compensation the Coach receives from other employment during the Remaining Term as described in Section 12(c). If, for any reason under this Agreement, the payments to be made to the Coach by the University under Section 12(b)(i) 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 12(b)(i), 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 the Coachs personal federal income tax return is due for the tax year during which such payments under Section 12(b)(i) end. Nothing contained herein shall be construed as a loan contrary to Nebraska State Constitution Article XIII. 3**

unreimbursed expenses or any compensation paid as part of a vested retirement benefit. This provision, however, shall not apply to any liability the University may have to the Coach under the Nebraska Workers Compensation laws or to any benefits that the Coach may be entitled to receive under any disability insurance coverage provided in whole or in part by the University.

15 Non-Disparagement. Following the termination of the Coach's employment with the University, the University shall not be liable for any disparagement of the Coach's reputation or for any loss of future earnings or benefits.

to the public disclosure of this Agreement at the University's discretion and, if requested, the Coach

will cooperate with the University in the execution of such obligations, including the execution of

CONSIDERED ALL ASPECTS OF THIS AGREEMENT THAT SHE UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT, THAT SHE HAD AN OPPORTUNITY TO CONSULT WITH HER ATTORNEY THROUGHOUT THE PROCESS, AND THAT SHE VOLUNTARILY ENTERED INTO THIS AGREEMENT WITHOUT THE ASSISTANCE OF ANY KIND.

THE UNIVERSITY OF CALIFORNIA, BERKELEY, AND THE COACH HAVE REVIEWED THIS AGREEMENT AND HEREBY ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SIGNED AND DELIVERED BY THE COACH:

APPENDIX A

EXCEPTIONAL PERFORMANCE BONUS

Coach shall be paid the following amounts under the circumstances described below

- I** In the event that Coach appears as Head Coach for the Program in the following games, Coach shall be paid the amount(s) indicated
 - a** For the Big Ten Conference of the Big Ten Conference Tournament Championship either:
 - i** Win the Big Ten Conference Regular Season Championship 15% of Base Salary.
 - ii** Win the Big Ten Conference Tournament 15% of Base Salary.

- II** In the event that Coach appears as Head Coach for the Program in the following post-regular season games, Coach shall be paid one of the following amounts, for the highest achievement reached
 - a** Selection to participate in the NCAA Womens Basketball Tournament 10% of Base Salary;
 - b** Advancement to the Sweet Sixteen in the NCAA Womens Basketball Tournament 15% of Base Salary;
 - c** Advancement to the Final Four in the NCAA Womens Basketball Tournament 20% of Base Salary;
 - d** NCAA Womens Basketball Tournament Champion 25% of Base Salary

The exceptional performance bonus earned under Section I, and/or Section II, shall be paid on a date to be determined by the University, but in no case later than the last day of May following the relevant post-season event.

APPENDIX C

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

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 481 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

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)

- (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 the use of prescription drugs);**

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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 44.1 of the Bylaws of the Board of Regents of the University of Nebraska