

THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT

HEAD COACH – MEN'S HOCKEY
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
UNIVERSITY OF NEBRASKA OMAHA

This Third Amended and Restated Employment Agreement (“Agreement”) is made and entered into 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 (“Athletics”), and Michael Gabinet (“Coach”), an individual, hereinafter referred to collectively as the Parties. This Agreement amends and restates, in its entirety, and replaces the Second Amended and Restated Employment Agreement with an Effective Date of January 3, 2023.

Recitals

- A. The University currently employs Coach as the head coach in its Athletics' Men's Hockey, 2023 term, which has been extended.
- B. The Parties now want to enter into a new agreement.

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 the full execution of this Agreement (“Effective Date”), Coach

authorized deductions, to be paid in twelve (12) equal, monthly installments in accordance with the University's policies governing salary payments to members of its academic-administrative staff. Effective September 1, 2024, the University shall pay Coach an annual, gross salary of three hundred sixty-five thousand dollars (\$365,000.00), less all required authorized deductions, to be paid in twelve (12)

shall be paid only at a specified time and that the timing of the payment of that bonus may not be accelerated, delayed, or otherwise modified, except as otherwise provided for in Code Section 409A.

Coach has obtained from sources both within and outside the University for athletics-related activities.

7. Duties. As the Head Coach, the Coach shall perform the duties necessary for the supervision and administration of the Program. In carrying out those duties, Coach shall report to and be accountable directly to the Athletic Director. Coach lacks any authority to engage in any dealings, 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. In addition to other obligations contained within this Agreement, 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 and to maintain the high ethical and moral standards expected of all University coaches;
- (c) To devote full 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 Program's 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 others within the Program or under the Coach's supervision do the same; and
- (f) To perform all other duties that may be assigned, 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 appearances on radio programming and coaches television shows produced by the radio and coaches' television rightsholder. (A current copy of Athletics' Policy on Appearances on Coaches' Television Shows is attached to this Agreement as Appendix B and is incorporated herein by this reference.)

8. Strict Compliance with all Applicable Laws, Rules and Regulations. 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 Summit League 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 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 that Coach has violated any of the Applicable Rules either during or prior to 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.

9. University Property.

days following the effective date of the Coach's resignation as a reasonable forecast or approximation of the damages that the University will incur from Coach's resignation. For purposes of this Agreement, the "Remaining Term" shall be defined as the number of full months remaining in the term of this Agreement at the time of Coach's resignation or termination, as appropriate. Therefore, for purposes of calculating Coach's liquidated damages obligations pursuant to this section, the University will be entitled to receive the below amount (depending on the effective date of the resignation).

<u>Resignation Effective Date</u>	<u>Amount</u>
Effective Date through April 30, 2027	100% of Coach's annual salary at the time of resignation
May 1, 2027 through April 30, 2028	An amount calculated by multiplying the number of full days remaining in the term of the Agreement at the time of termination by Coach's daily base salary at the time of resignation

- i. Because the position of Head Coach is unique and requires special skills and talents, the University may not reassign Coach to another position without the Coach's prior written consent. The University may terminate Coach's employment without cause by notifying the Coach either verbally or in writing of its intent to terminate the employment relationship within a specified time period determined by the University. Notwithstanding any provision of this Agreement to the contrary, Coach's employment shall terminate on the date specified by the University in its notification, although the obligations regarding the payment and mitigation of Post-termination Payments contained within this section of the Agreement shall survive. If the University exercises its right to terminate Coach's employment without cause, the University will pay the Post-termination Payments (as defined below) for the number of months, including a prorated share for partial months, remaining in the Term at the time of termination (the "Remaining Term").
- ii. Coach shall be entitled to receive the Coach's Base Salary in substantially equal monthly installments and subject to all applicable withholdings, until the earlier of the second calendar year following 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 Coach'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, 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 the Coach's Base Salary in substantially equal monthly installments, during the period beginning on the first day of the second calendar year following 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)(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 the Coach and his 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 his 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

deferred compensation by the accelerated payment of the Coach's 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

any post-termination benefits, including any Post-termination Payments, and will be required to return any that have been disbursed.

15. Incapacitation. Should Coach become unable to perform the duties of Head Coach for any reason, and such incapacitation continues for more than six (6) months, or if such incapacitation is permanent, irreparable or of such a nature as to make the performance of the Coach's duties impossible, then either Party may terminate this Agreement. Upon that termination, the respective rights, duties, and obligations of each Party under the Agreement shall cease, and each Party shall be released and discharged from the Agreement without further liability to the other. This provision, however, shall not apply to any liability the University may have to Coach under the Nebraska Worker's 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. In the event of termination of this Agreement, the Coach agrees that the Coach will not interfere with the University's student athletes or otherwise obstruct the University's or Athletics ability to transact business.

16. Non-Disparagement. Following the cessation of the Coach's employment with the University for any reason, whether effectuated through a termination, resignation, or the natural expiration of the Agreement's term, the Coach 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.

17. 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

MICHAEL GABINET 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.

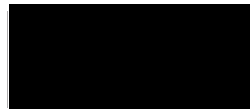
In witness of this Agreement, both the Coach and authorized representatives of the University have executed the Agreement on the dates indicated below.

MICHAEL GABINET



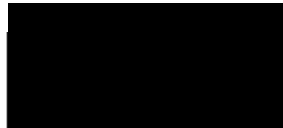
Date

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA



Chancellor

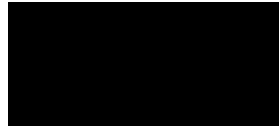
Date



Vice Chancellor for Business and Finance

Date

APPROVED:



Vice Chancellor / Director of Athletics

Date

APPENDIX A

EXCEPTIONAL PERFORMANCE BONUSES

In addition to receiving his regular salary, Coach shall be eligible to receive designated bonuses based on the performance of the Program pursuant to the terms set forth below.

Bonus Eligibility

1. Coach shall not be eligible to receive a bonus if he breaches or violates any terms of his

b) \$15,000 for Coach being named NCAA National Coach of the Year.

Notwithstanding the foregoing, Coach's total performance bonuses, as described above, shall not exceed one hundred fifty thousand dollars (\$150,000) in any Program season during the term of this Agreement.

APPENDIX B

UNIVERSITY OF NEBRASKA OMAHA
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
POLICY ON APPEARANCES IN COACHES' TELEVISION PROGRAMMING

APPENDIX C

UNIVERSITY OF NEBRASKA AT OMAHA DEPARTMENT OF INTERCOLLEGIATE ATHLETICS STANDARDS OF PROFESSIONAL PERFORMANCE FOR ATHLETIC STAFF AND RULES OF PROCEDURE FOR DISCIPLINARY ACTIONS

The Chancellor for the University of Nebraska Omaha has approved the following policy for the Department of Intercollegiate Athletics 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 these standards and rules, the terms set forth below are defined as follows:
 - (a) University– the University of Nebraska Omaha
 - (b) Department–

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 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, 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) or 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 (RP2.1.8). 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 Board of Regents, or any other act that could be deemed insubordinate;
- (j) Failing to respond accurately, - (0 TD .-7.7(o)7.2(-187 Tmo.)ond)6.8(a)-5.4(c)4apo.4(proGS

- (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 narcotic~~s~~, controlled substances, drugs, steroids, or

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

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.