

## **SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

### **HEAD COACH – MEN’S HOCKEY DEPARTMENT OF INTERCOLLEGIATE ATHLETICS UNIVERSITY OF NEBRASKA OMAHA**

This 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 Omaha (“Athletics”), and **Michael Gabinet** (“Coach”), an individual, hereinafter referred to collectively as the Parties.

#### **Recitals**

- A. The University currently employs the Coach as the head coach in its Athletics’ Men’s Hockey Program pursuant to a first amended and restated contract of employment for a period beginning July 1, 2019. Under the terms of that employment contract, Coach is to remain employed as head coach through midnight the later of April 30, 2024, or the final game of the 2023-2024 Men’s Hockey season.
- 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, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Appointment and Term.** Upon the full execution of this Agreement

team to compete in the tournament even though the team's performance or record during the regular season would not otherwise have qualified it to compete in the tournament.

2. **Compensation and Benefits.** The University shall continue to pay Coach an annual, gross salary of two hundred seventy-one thousand two hundred fifty-six dollars (\$271,256), less all required and 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 all-year academic-administrative staff. Effective May 1, 2023, the University shall pay Coach an annual, gross salary of three hundred twenty-five thousand dollars (w)15 (ent)-5 (y)]TJ ET Q 0 0 612 792 re Wñ B 519.34 62C2905 ( )2X.m4202 00t± ñ ŸYq { V "p



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

C -32.002 (m)17c

on that evaluation, the Athletic Director within his or her discretion, and with the advance approval of the Chancellor and to the extent necessary the University's President, may elect to extend or renew th

provision is fair and reasonable. The Athletic Director, within his sole discretion, may elect to have the Coach pay a lesser amount in liquidated damages or may elect to waive the payment of liquidated damages entirely.

12. **Discipline and Termination of Employment.**

- (a) **Discipline and Termination of Employment for Cause.** The University may discipline, suspend, or terminate the employment of Coach for cause in accordance with the Athletics' policy attached to and incorporated by reference into this Agreement as **Appendix C**, which has been approved by the Chancellor pursuant to Section 4.8.1 of the Bylaws. The University may amend this policy from time-to-time within 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 Coach'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, 4.16 and 4.17 of the Bylaws and the policies implementing





AND CONSIDERED ALL ASPECTS OF THIS AGREEMENT, THAT HE HAD AN OPPORTUNITY TO CONSULT WITH HIS ATTORNEY THROUGHOUT THIS PROCESS

UNDER APPRO

DURESS OR COERCION OF ANY KIND.

UNIVERSITY OF NEBRASKA

By [Redacted] 01/03/23 | 15:42 CST  
Joanne Li Date

By [Redacted] 01/03/23 | 16:59 CST  
Michael Cabinet Date  
Chancellor

CST By [Redacted] 01/03/23 | 14:07  
Vice-Chancellor for Business and Finance

ADMITTED/ACCEPTED

[Redacted] 01/03/23 | 12:52:50  
BY [Redacted] Adrian J. Dowd III

## 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 is in breach or violation of any terms of his written employment agreement with the University or if he is not in conformance with any of the by-laws, rules, regulations, or policies of the University of Nebraska. In the absence of any such breach or violation, Coach is eligible to receive the bonuses described within this appendix.
2. A bonus shall not be awarded under this policy if the team's participation in postseason competition is attributable to a special determination by the governing body overseeing postseason participation that allows the team to participate in the postseason even though the team's performance or record during the regular season would not otherwise have qualified it for postseason play.
3. To receive a bonus based on the team's participation in a postseason event, Coach must attend and perform his regular employment duties at that event, unless specifically excused by the Director of Intercollegiate Athletics for legitimate reasons such as illness or a family emergency.
4. The University will pay the bonuses no later than forty-five (45) calendar days following the last possible postseason event in which the accomplishment is achieved. Bonuses will be deemed income for income tax purposes and will be subject to all applicable withholdings.

#### **Potential Bonuses**

**As of the Effective date and through April 30, 2023, the Coach shall be eligible to receive the designated bonuses based on the performance of the Program as follows:**

- I. In the event that Coach appears as Head Coach for the Program and achieves any of the following team achievements, Coach shall be paid the following amounts:
  - a) \$20,000 in the event the team wins the Conference Regular Season Championship; and
  - b) \$10,000 in the event the team hosts home ice for the Conference Tournament; and
  - c) \$20,000 in the event the team wins the Conference Frozen Faceoff Championship; and
  - d) \$10,000 in the event the team competes in any NCAA Tournament games; and
  - e) \$50,000 in the event the team competes in the NCAA Tournament Frozen Four; and
  - f) \$75,000 in the event the team wins the NCAA Tournament National Championship.

II.

Notwithstanding the foregoing, Coach's total performance bonuses, as described above, shall not exceed one hundred thousand dollars (\$100,000) in any Program season during the term of this Agreement.

**Effective May 1, 2023, the Coach shall be able to receive the designated bonuses based on the performance of the Program as follows:**

- I. In the event that Coach appears as Head Coach for the Program and achieves any of the following team achievements, Coach shall be paid the following amounts:
  - a) \$5,000 for each win that the team earns during the regular season against a Big Ten Conference team, but not to exceed \$10,000 annually; and
  - b) \$10,000 in the event the team wins the Conference Regular Season Championship; and
  - c) \$5,000 in the event the team hosts home ice for the Conference Tournament; and
  - d) \$5,000 in the event the team competes in the Conference Tournament semifinals; and
  - e) \$15,000 in the event the team wins the Conference Frozen Faceoff Championship; and
  - f) \$10,000 for each game the team competes in during the NCAA Tournament for the first and second rounds; and
  - g) \$20,000 in the event the team competes in the NCAA Tournament Frozen Four; and
  - h) \$50,000 in the event the team wins the NCAA Tournament National Championship.
  
- II. In the event that Coach appears as Head Coach for the Program and achieves any of the following professional achievements, Coach shall be paid *either*:
  - a) \$5,000 for Coach being named Conference Coach of the Year; or
  - b) \$10,000 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 thousand dollars (\$100,000) 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**

The University of Nebraska Omaha's Department of Intercollegiate Athletics ("Athletics Department"), either itself or through its licensee, produces various television programs, including coaches' shows featuring commentary and game highlights. These programs are intended to inform the public about and promote the intercollegiate athletic programs at the University of Nebraska Omaha ("University"). This policy clarifies the relationship between the Athletics Department and its employees regarding its television programming.







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 these standards and rules.

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