

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is between the Board of Trustees of the University of Illinois (“University”) and Bret A. Bielema (“Head Coach”). It contains the entire agreement of the parties and supersedes and replaces all verbal or written agreements between the parties.

1. Purpose and Recitals.

WHEREAS, the University sponsors an intercollegiate athletics program, known as the Division of Intercollegiate Athletics (“DIA”), which participates as a member of the National Collegiate Athletic Association (“NCAA”) as a founding member of the Big Ten Conference (“Big Ten”);

WHEREAS, the University desires to employ the Head Coach for a term commencing on December 19, 2020 and expiring on the later of January 31, 2027 or the day immediately after the Football Program’s final game of the 2026-2027 season, inclusive of any bowl games, if applicable (the “Contract Term”);

WHEREAS, the Head Coach has expressed commitment (subject to the terms and conditions of this Agreement) that he will serve the entire Contract Term, a commitment by the Head Coach being critical to the University’s desire to run a stable and successful athletics program; and

WHEREAS, the University has expressed commitment (subject to the terms and conditions of this Agreement) that it will continue to employ the Head Coach for the entire Contract Term, a commitment essential to induce the Head Coach to enter into this Agreement.

NOW, THEREFORE, the University agrees to employ the Head Coach, and the Head Coach agrees to be employed by the University, based upon the following terms and conditions.

Initial: BB (Coach)
 JMW (University)

2. **Certain Definitions.**

For purposes of this Agreement, the following capitalized terms and variations thereof have the meanings specified or referred to in this **Section 2**:

2.1 “Applicable Portion” shall mean the amount of University Liquidated Damages that the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on all or a portion of the University Liquidated Damages that are taxable before the scheduled payment dates pursuant to Section 457(f) of the Code.

2.2 “Athletic Director” shall mean the Director of DIA, or his designee.

2.3 “Cause” shall mean the occurrence of any event listed in **Section 5.2**, which shall be determined in the University’s sole and reasonable discretion.

2.4 “Coach Liquidated Damages” shall mean the amounts payable to the University as provided in **Section 5.6.c**

2.5 “Code” shall mean the Internal Revenue Code of 1986, as amended.

2.6 “Competing Position” shall mean any coaching-related employment, including without limitation any head coach or assistant coaching position with any college, university, professional or semi-professional athletic team.

2.7 “Contract Year” shall mean the twelve (12) month period commencing February 1 and ending the following January 31, except the first Contract Year will begin on December 19, 2020, and end on January 31, 2022 and the last Contract Year shall end on the later of January 31, 2027 or the day immediately after the Football Program’s final game of the 2026-2027 season, inclusive of any bowl games, if applicable.

2.8 “Football Program” shall mean the University’s varsity intercollegiate football program.

2.9 “Good Reason” shall mean any material breach by the University of the terms and conditions contained in this Agreement if such breach is materially injurious to the Head Coach and continues for ten (10) or more days after University’s receipt of written notice from the Head Coach of such breach.

2.10 “Governing Body” shall mean the University, DIA, the NCAA, the Big Ten or any other governing body having oversight of the athletic programs or employees of the University or the authority to promulgate regulations related thereto.

2.11 “Governing Rules” shall mean the NCAA Rules and the Other Applicable Rules, collectively.

2.12 “HFC” shall mean the position of Head Varsity Coach – Football.

2.13 “NCAA Rules” shall mean the rules promulgated by the NCAA and its applicable divisions, including without limitation, the Constitution and Bylaws of the NCAA, as amended, in effect and interpreted by the NCAA from time to time. With respect to a violation of NCAA Rules, the following additional defined terms shall apply:

2.13.a “Level I” violation of NCAA Rules shall mean a severe breach of conduct under Section 19.1.1. of the NCAA Bylaws, or its successor.

2.13.b “Level II” violation of NCAA Rules shall mean a significant breach of conduct under Section 19.1.2. of the NCAA Bylaws, or its successor.

2.13.c “Level III” violation of NCAA Rules shall mean a breach of conduct or violation under Section 19.1.3. of the NCAA Bylaws, or its successor.

2.13.d “Level IV” violation shall mean an incidental infraction under Section 19.1.3 of the NCAA Bylaws.

2.14 “Offset Position” shall mean any employment in a coaching or other athletic-related media capacity, including without limitation any head coach or assistant coaching or athletic position with, or consulting or other services of any kind provided to, any college, university, professional or semi-professional athletic team or any athletic conference, organization, league or association, or from any sports-related position with a media entity.

2.15 “Other Applicable Rules” shall mean state or Federal law or the rules or policies promulgated by a Governing Body, as amended, in effect and interpreted by the applicable body from time to time.

2.16 “Staff Compensation Funds” shall mean the resources provided by the University to compensate assistant football coaches and additional staffing as outlined in **Section 6.1**.

2.17 “University Liquidated Damages” shall mean the amounts payable to the Head Coach as provided in **Section 5.1**.

3. Responsibilities of the Head Coach.

3.1 Recognition of Duties. The Head Coach will serve as HFC at the University of Illinois, Urbana-Champaign campus. He will perform the duties set forth in this Agreement, and he shall report to the Athletic Director. Subject to the other provisions of this Agreement, the Head Coach shall devote his full business time, skill, and attention to the performance of his duties as HFC.

3.2 Duties and Responsibilities. The specific duties and responsibilities of the HFC are set forth below. In general, these duties include those which may reasonably be assigned by the Athletic Director and all such duties commensurate with the position of head coach of a Big Ten football program,

Initial: DB (Coach)
[Signature] (University)

including, primary authority and responsibility for recruiting, evaluating, supervising, training, and coaching student-athletes; hiring, supervising, and evaluating assistant coaches and additional support staff; representing in a positive fashion the University and the athletic programs in private and public forums, including with donors, program supporters, fans, media, and various other constituencies, on and away from campus; and adhering to a budget as approved by the Athletic Director. The specific responsibilities of the HFC include, but are not limited to, the following, which supplement and do not supersede other duties and responsibilities provided for elsewhere in this Agreement:

3.2.a The Head Coach will be responsible for the supervision, training and evaluation of student-athletes in an effort to compete against major college competition and for all customary coaching decisions, including, without limitation, the systems and strategies used on the field (both in practice and actual game play); conduct of practice and training; selection of team members; deployment of players; oversight of players, coaches and staff during games; and all other matters involving football operations.

3.2.b The Head Coach will use best efforts to ensure that he, staff members associated with the Football Program, and student-athletes, individually and collectively, comply with the academic mission, standards, and requirements of the University. This includes, but is not limited to, best efforts to ensure student-athlete eligibility; compliance with University academic policies, including monitoring and encouraging regular progress toward an academic degree; and integration of team members into the broad spectrum of academic life available at the University. The parties acknowledge and agree they are committed to promoting an environment aimed at improving the academic performance of student-athletes involved with the Football Program.

3.2.c The Head Coach will use best efforts to ensure that he, staff members associated with the Football Program, and student-athletes, individually and collectively, create an environment

Initial: BB (Coach)
AKW (University)

that prioritizes, ahead of all else, student-athlete physical, mental, and emotional health and well-being.

3.2.d The Head Coach will use best efforts to ensure that he, staff members associated with the Football Program, and student-athletes, individually and collectively, recruit such prospective student-athletes as necessary to field a nationally competitive team while adhering to University and DIA admissions standards and policies.

3.2.e The Head Coach will use his best efforts to promote good conduct, both on and off the field, and will exercise reasonable discretion to enforce disciplinary rules and sanctions fairly and uniformly for all student-athletes in the Football Program to encourage academic and moral integrity and excellence.

3.2.f The Head Coach has both the authority and responsibility to make decisions regarding the hiring, continued employment, job titles, compensation (within the budget of Staff Compensation Funds set forth herein), and dismissal of any University employee whose compensation is paid from the Staff Compensation Funds, subject to University policies and approval of the Athletic Director. The Head Coach will use his best efforts to supervise these employees, including their compliance with the Governing Rules. The Head Coach acknowledges and agrees that he will have no authority regarding employment decisions (e.g., supervising, hiring, terminating) affecting staff working in support of the Football Program in the areas of compliance, academic affairs, sports medicine, or equipment. He will, however, have the opportunity to provide input on the performance of such employees to the Athletic Director or other appropriate supervisory authorities and, when such positions are hired, to meet any candidates and to provide input to the Athletic Director or other hiring authorities.

3.2.g The Head Coach shall make himself available to participate in a reasonable number of alumni events; public appearances; donor stewardship; and events, meetings, and activities with charitable, sponsorship, promotional, and/or recruitment purposes, as reasonably requested by the Athletic Director or other DIA staff members.

3.2.h The Head Coach shall make himself available to perform a reasonable number of services on television, radio, internet, and other media as reasonably requested by the Athletic Director or other DIA staff members. Nevertheless, the University acknowledges, agrees, and understands that the Head Coach's primary responsibility shall be to administer and operate the Football Program, including but not limited to recruiting activities, administering the team's practice schedule, and coaching the team.

3.2.i The Head Coach will materially comply with all shoe, apparel, and other contracts into which the University has entered and will not willfully take actions that are incompatible with such contracts.

3.2.j The Head Coach will use best efforts to comply with and implement all applicable standards and requirements of the University, the Football Program, and the Governing Rules, including, but not limited to, effectively stewarding the budget for the Football Program, cooperating with the University in conducting background checks before hiring new employees, promoting an environment committed to diversity and inclusivity, and immediately and properly reporting information related to sexual assault or abuse. The University acknowledges, agrees, and understands that it shall make available to Head Coach appropriate and applicable training and guidance in regard to Head Coach's reporting responsibilities under the terms of this Section, but it shall be Head Coach's responsibility to complete said training.

Initial: BB (Coach)
sw (University)

3.3 NCAA, Big Ten, and University Policies, Rules and Regulations.

3.3.a The Head Coach shall abide by and comply with the Governing Rules. The Head Coach will also use best efforts to ensure compliance with the Governing Rules by the Football Program's student-athletes, assistant coaches, and all other Football Program personnel. In the event that the Head Coach becomes aware, or has reasonable cause to believe, that violations of the Governing Rules may have taken place in connection with the Football Program, he shall report it promptly to the Athletic Director and the head of DIA's compliance office, as that person might be designated from time to time. The Head Coach shall cooperate fully with University efforts to establish, educate, investigate, and enforce the Governing Rules.

3.3.b If the Head Coach is determined by a Governing Body to have committed any violation of the Governing Rules, the Head Coach may be subject to other disciplinary or corrective action short of dismissal for Cause, which may include, but is not limited to, the following: suspension for a period of time not to exceed thirty (30) days; public or private reprimand or other disciplinary or corrective action which may be authorized by the provisions of any Governing Rules.

3.4 The Head Coach recognizes he is a highly visible representative of the University of Illinois and that his actions and conduct reflect upon the reputation, integrity, and credibility of the institution and the Head Coach. The Head Coach shall use his best efforts to represent the University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or the Football Program. The Head Coach shall use his best efforts to perform his duties and personally comport himself at all times in a manner consistent with the high moral, ethical and academic standards of the University and its athletic department. Without limiting the generality of the foregoing, the Head Coach will comply with all requirements of the Conduct Expectations for Employees, attached hereto as **Exhibit B** and incorporated herein. The Conduct Expectations for Employees may be modified from time to time by DIA

and the University and such modification shall be binding upon the Head Coach upon delivery to the Head Coach.

4. Terms of Employment, Compensation and Benefits.

4.1 Term of Agreement and Employment. As identified above, the Contract Term shall be for the period commencing on December 19, 2020 and expiring on the later of (a) January 31, 2027, or (b) the day immediately after the Football Program’s final game of the 2026-2027 season, inclusive of any bowl games, if applicable.

4.2 Compensation. As annual compensation for the services performed hereunder, Head Coach shall be paid, on a pro-rata basis, a base salary (“Base Salary”), as well as additional compensation (“Additional Compensation”) related to television, radio, education, public relations, and promotional activities. For purposes of this Employment Agreement, the sum of Base Salary and Additional Compensation shall be defined as “Total Compensation.” In addition, he will have the opportunity to qualify for incentive compensation tied to goals established by and at the discretion of the Athletic Director (“Incentive Compensation”) and to earn designated retention incentives (“Retention Incentives”).

4.2.a Total Compensation shall be earned annually according to the following schedule:

<u>Contract Year</u>	<u>Base Salary</u>	<u>Additional Compensation</u>	<u>Total Compensation</u>
1) 12/19/2020-1/31/2022	\$1,000,000	\$3,200,000	\$4,200,000
2) 2/1/2022-1/31/2023	\$1,025,000	\$3,275,000	\$4,300,000
3) 2/1/2023-1/31/2024	\$1,050,000	\$3,350,000	\$4,400,000
4) 2/1/2024-1/31/2025	\$1,075,000	\$3,425,000	\$4,500,000
5) 2/1/2025-1/31/2026	\$1,100,000	\$3,500,000	\$4,600,000
6) 2/1/2026-1/31/2027	\$1,125,000	\$3,575,000	\$4,700,000

Initial: NB (Coach)
 [Signature] (University)

4.2.b The Head Coach has the opportunity to earn Incentive Compensation according to the schedule attached hereto as **Exhibit A**. Solely for purposes of the Administrative Achievements contained in **Exhibit A**, the commencement of the Head Coach's employment shall be deemed to have occurred as of the first day of the University's Spring 2021 academic semester.

4.2.c The Head Coach shall earn a Retention Incentive bonus of \$300,000 plus the "First Adjustment" amount if he is employed as HFC continuously through July 1, 2023; and an additional Retention Incentive bonus of \$300,000 plus the "Second Adjustment" amount if the Head Coach is continuously employed as HFC through July 1, 2025. The "First Adjustment" amount shall be an amount equal to the sum of the Win Bonuses earned in Contract Year 1 and Contract Year 2. The "Second Adjustment" amount shall be an amount equal to the Win Bonuses earned in Contract Year 3 and Contract Year 4. As used herein, "Win Bonus" means (i) \$50,000 for each of the sixth and seventh regular season wins in any single season, plus (ii) \$100,000 for each of the eighth and ninth regular season wins in any single season, plus (iii) \$150,000 for the tenth regular season win and each additional regular season win thereafter in any single season.

Each Retention Incentive payment shall be paid in a lump sum to the Head Coach within sixty (60) days after the date on which such Retention Incentive payment is earned, assuming all other conditions are satisfied. If the Head Coach is not employed as HFC on the date of payment of any such Retention Incentive payment for any reason (including, but not limited to, death, disability, resignation, or involuntary termination of employment), then the applicable Retention Incentive payment shall not be earned, be due, or be paid to the Head Coach, but instead the Head Coach's right to receive and/or the University's obligation to pay such Retention Incentive payment shall be forfeited, waived and/or rendered null and void. Notwithstanding anything in this Agreement to the contrary, any Retention Incentive payment shall be an unfunded contractual

obligation of the University to make payment of such amounts in the manner and under the conditions prescribed under this Section 4.2.

4.3 Benefits.

4.3.a The Head Coach will be eligible for all normal University benefits provided to coaches in DIA, including, but not limited to, group insurance, retirement, sick leave, and reimbursement for travel expenses in accordance with University and state policies as they may be modified from time to time, but excluding any vacation or sick leave or payment therefore.

4.3.b The Head Coach shall receive prompt reimbursement for all reasonable expenses that he incurs in performance of his duties, in accordance with University policies.

4.3.c The Head Coach will be provided, at his request and without cost, the use of one late model vehicle. The University shall also provide liability and comprehensive insurance on such vehicle at no cost to the Head Coach. The following rules apply to the Head Coach for any dealer-provided automobile used by him:

4.3.c.i The University's obligation to provide any such automobile shall cease if (A) the car dealer program of the University's athletic department is terminated for any reason, or (B) the Head Coach fails or refuses to comply fully with the University's requirements for participation in the program, or (C) the Head Coach fails, at any time, to maintain said automobile(s) in the same condition as at the time of receipt by the Head Coach, reasonable wear and tear excepted;

4.3.c.ii The Head Coach shall pay all operating expenses for said automobile(s) including without limitation, gasoline and any regularly scheduled maintenance (e.g., oil changes); and

Initial: DB (Coach)
[Signature] (University)

4.3.c.iii The Head Coach shall keep, maintain and provide to the appropriate University officials any and all written records concerning **Section 4.3.c** as may be required by University policies.

4.3.d In addition to the benefit under **Section 4.3.c** above, the Head Coach will be provided an annual \$8,000 vehicle stipend, payable in equal monthly installments, with such stipend representing a vehicle allowance.

4.3.e In accordance with University policies, the University will make a one-time relocation assistance payment of \$50,000 directly to the Head Coach in connection with moving his household to the Champaign-Urbana area, which shall be paid concurrently with the first payment of the Head Coach's Base Salary.

4.3.f At the Head Coach's request, the University will pay all fees, dues, and assessments for a regular family membership for the Head Coach in a local country club.

4.3.g During the Contract Term, the University will provide the Head Coach with complimentary, best-available tickets and parking for University home athletic events, for his family's personal use in accordance with University and DIA policies then in effect. Without limiting the generality of the foregoing sentence and based upon current facility configurations and availability, the parties acknowledge and agree that the following will be provided to the Head Coach: (i) one suite at Memorial Stadium, including all tickets thereto; (ii) 20 tickets to all Football Program home games; (iii) 20 tickets to all Football Program away games, subject to availability of the same to the University; (iv) four regular season tickets for each home men's basketball game, home women's basketball game and home volleyball game; (v) two VIP parking passes for Memorial Stadium; and (vi) one VIP parking pass for State Farm Center.

4.3.h The Head Coach's spouse and members of his immediate family will be permitted to travel on chartered transportation on a space available basis, in order to accompany or meet the Head Coach at University-related events, provided there is no significant additional cost to the University. It is understood that there may be situations where the Head Coach's spouse will need to accompany him for business purposes to represent DIA and the University. In such event, a travel request must be submitted by the Head Coach to the Athletic Director in writing in advance, documenting the business purpose, and the Head Coach agrees to submit to the Athletic Director any other written reports regarding the same as may be required pursuant to University policies. Approved travel by the Head Coach's spouse will be reimbursed or paid directly according to then-current University travel payment policies.

The Head Coach acknowledges and agrees that, unless the benefits provided herein are used by Head Coach in such a manner that if the Head Coach paid for the property or service, the amount paid would be allowable as a deduction under Section 162 or Section 167 of the Code (and adequately documented as such in the manner prescribed by the Other Applicable Rules), they will be reported as taxable income. The Head Coach agrees to submit to DIA, no more than one week following each game, a list of individuals to whom the Head Coach provided tickets and parking passes. The Head Coach may not sell or exchange complimentary tickets or passes or any other tangible or intangible property received from the University for payment or an item of value.

4.4 Other Activities and Income. The parties acknowledge the existence of outside opportunities that may result in additional income to the Head Coach, such as personal service agreements for supplemental income. The following terms and conditions shall apply to any such outside opportunities for the Head Coach:

4.4.a University obligations are primary. Such outside activities shall not interfere with the full and complete performance by the Head Coach of his duties and obligations as a University

employee, recognizing always that the Head Coach's primary obligations lie with the University and its students.

4.4.b All Governing Rules shall be followed. In no event shall the Head Coach accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor, or engage in any other action, if such action would violate the Governing Rules, including, but not limited to, the state ethics law, or University policy on outside compensation or conflict of interest, as now or hereafter enacted.

4.4.c The Head Coach must obtain prior written approval from the Athletic Director, which shall not be unreasonably withheld, for all income and benefits from sources outside the University, including, but not limited to income from annuities; sports camps; housing benefits; television and radio programs; and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers or distributors. Such activities must be consistent and compatible with University contracts. Prior written approval from the University's Trademark and Licensing Office is required to use, directly or by implication, the institution's name, logo, or other registered trademarks in the endorsement of commercial products or services for personal gain.

4.4.d At the end of each calendar year, the Head Coach must provide the Athletic Director with a written report itemizing all outside compensation within the scope of **Section 4.4.c**, above, received during the year.

4.4.e The Head Coach may not be identified in any commercial advertisement as an employee of the University, and the Head Coach's position or title, "Head Coach of the University of Illinois Football Team" (or any derivation thereof), may not be used as an identifier in such advertisement, without the prior written consent of the Athletic Director, which shall not be unreasonably withheld. In addition, the Head Coach may not use or be pictured in identifiable

University facilities in commercial advertisements without the prior written consent of the Athletic Director. Any outside activities undertaken shall be in conformance with state and University policies and regulations including the University's policy on outside compensation.

The Head Coach grants to the University the non-exclusive right to reasonably use, and the right to grant to others the reasonable use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likenesses, images, or facsimile images for the purpose of promoting the University, DIA and the Football Program. The right to such non-exclusive use shall remain in perpetuity. However, any use by the University outside of the Contract Term shall be with the Head Coach's knowledge and approval, which shall not be unreasonably withheld. The Head Coach acknowledges and agrees that, other than the payments under **Section 4.2**, he will receive no royalties or other payments for the use of his name or likeness from the University.

4.4.f The University is responsible to compensate the Head Coach only for compensation identified in **Section 4.2** and the benefits identified in **Section 4.3**. Under no circumstances is, or shall, the University be responsible or legally liable for the existence, availability, continuation, alteration, compensation, or termination of any collateral opportunities, or other outside benefits.

5. Termination.

5.1 Termination Without Cause. The parties agree that the University may, at any time and prior to expiration of the Contract Term, terminate the Head Coach's employment under this Agreement without Cause upon notice provided by the University. If the University exercises this right during the Contract Term, it will pay to the Head Coach liquidated damages as provided in this **Section 5.1**, as applicable ("University Liquidated Damages"), subject to the Head Coach's execution and delivery of a Release and Waiver satisfactory to the parties.

Initial: BB (Coach)
[Signature] (University)

5.1.a If the Head Coach is terminated without Cause, the University will pay to the Head Coach the following amounts, subject to mitigation as provided in **Section 5.1.c**

<u>Date of Termination</u>	<u>University Liquidated Damages</u>
On or before 11/30/2021	The greater of (i) \$3,000,000, or (ii) the sum of Prorated Contract Year 1 Total Compensation, plus the “Guaranteed Portion” payable to the Head Coach in Contract Years 2-6
12/1/2021-11/30/2022	The greater of (i) \$3,000,000, or (ii) the sum of Prorated Contract Year 2 Total Compensation, plus the “Guaranteed Portion” payable to the Head Coach in Contract Years 3-6
12/1/2022-11/30/2023	The greater of (i) \$3,000,000, or (ii) the sum of Prorated Contract Year 3 Total Compensation, plus the “Guaranteed Portion” payable to the Head Coach in Contract Years 4-6
12/1/2023-11/30/2024	The greater of (i) \$3,000,000, or (ii) the sum of Prorated Contract Year 4 Total Compensation, plus the “Guaranteed Portion” payable to the Head Coach in Contract Years 5-6
12/1/2024-11/30/2025	The greater of (i) \$3,000,000, or (ii) the sum of Prorated Contract Year 5 Total Compensation, plus the “Guaranteed Portion” payable to the Head Coach in Contract Year 6
12/1/2025 or later	Prorated Contract Year 6 Total Compensation

As used in this **Section 5.1.a** , “Guaranteed Portion” means (A) for Contract Year 2, 100% of the Total Compensation Amount set forth for such Contract Year in **Section 4.2.a** , (B) for Contract Year 3, 100% of the Total Compensation Amount set forth for such Contract Year in **Section 4.2.a** , (C) for Contract Year 4, 50% of the Total Compensation Amount set forth for such Contract Year in **Section 4.2.a** , (D) for Contract Year 5, 50% of the Total Compensation Amount set forth for such Contract Year in **Section 4.2.a** , and (E) for Contract Year 6, 25% of the Total Compensation Amount set forth for such Contract Year in **Section 4.2.a** .

5.1.b If the University reasonably determines that Section 457(f) of the Code will require that some or all of the University Liquidated Damages payments to the Head Coach be taxable to the Head Coach before their scheduled payment dates, the University shall pay the Applicable

Initial: JB (Coach)
 [Signature] (University)

Portion of the University Liquidated Damages to the Head Coach on the date which is sixty (60) days following the date of termination. The remaining portion of the University Liquidated Damages shall be payable according to the following schedule:

<u>Date of Termination</u>	<u>Payment Date(s) of Liquidated Damages</u>
12/19/2020-11/30/2023	Equal monthly payments, beginning on the last day of the month following the month in which the termination is effective and ending on November 30, 2026.
12/1/2023-11/30/2024	Two equal payments, the first of which shall be due on the date which is sixty (60) days following the date of termination and the second of which is due on the one year anniversary of the date of termination.
12/1/2024 or later	A single payment which shall be due on the date which is sixty (60) days following the date of termination.

The parties intend that the provisions of this Agreement comply with, or meet an exemption from, Section 409A of the Code, and the regulations thereunder and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties thereunder, and neither party shall have the right to accelerate, defer or otherwise modify the manner of payment of University Liquidated Damages set forth in this **Section 0**. Further, any (i) reimbursements or in-kind benefits provided to the Head Coach that are subject to Section 409A of the Code, and (ii) right of the University to offset or otherwise reduce any sums that may be due or become payable by the University to the Head Coach, shall be payable in accordance with and subject to any limitations imposed by Section 409A of the Code. For purposes of Section 409A of the Code, each payment of University Liquidated Damages shall be treated as a separate payment of compensation, and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

5.1.c Regardless of the date of termination, any payments to the Head Coach under **Section 5.1** shall be reduced by the gross amount of earnings or other payments the Head Coach

may subsequently receive, or earn and defer receipt of, from any Offset Position. The Head Coach agrees to make reasonable ongoing efforts in seeking employment in an Offset Position commensurate with his experience, in good faith, and to immediately notify the University of such employment and the compensation such employment provides. The Head Coach shall not structure the timing of income in order to avoid his obligations or to avoid the reduction of liquidated damages owed by the University under **Section 5.1**. The Head Coach agrees to return to University any payments already made that would be subject to mitigation. The University acknowledges and agrees that the Head Coach may retire without being obligated to mitigate damages, and the Head Coach shall not be required to accept an employment or consulting offer that the Head Coach reasonably regards as unacceptable. Should the Head Coach choose to retire but later return to work in any other capacity as described herein at any time during the Contract Term, mitigation of payment obligations will remain in effect, including the Head Coach's obligation to return payments already made.

5.1.d Full payment by the University in accordance with the provisions of **Section 5.1** will constitute a full release of any employment-based claim relating to such termination that the Head Coach might otherwise assert against the University, or any of its representatives, agents, or employees.

5.1.e Except for the obligation to pay University Liquidated Damages to the Head Coach, if the University terminates the Head Coach's employment without Cause as specified herein, all of the University's obligations (to the extent not already accrued) to the Head Coach shall cease as of the effective date of such termination. In no case shall the University be liable for the loss of any Base Salary, Additional Compensation, Incentive Compensation, Retention Incentive or any other amount hereunder (including medical/dental/life benefits), collateral business opportunities or any other benefits, perquisites, or income from third parties resulting from activities such as, but

Initial: BB (Coach)
[Signature] (University)

not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination of the Head Coach's employment under this Agreement without Cause.

5.1.f All obligations of the Head Coach under this Agreement or otherwise associated with his employment by the University shall cease as of the effective date of termination of the Head Coach's employment under **Section 5.1**.

5.1.g While the University's obligation to pay University Liquidated Damages remains in effect: (i) within fifteen (15) days after accepting any employment in an Offset Position, the Head Coach shall provide the University with a copy of any employment agreement, term sheet, memorandum of understanding or other contract for such employment between the Head Coach and such subsequent employer, and (ii) within fourteen (14) days after the end of each month thereafter for so long as the University's obligation to pay University Liquidated Damages continues, the Head Coach shall furnish to the University an accounting or report of gross compensation received by him during the immediately preceding month from the Offset Position. If the Head Coach fails or refuses either to notify the University of the Head Coach's employment in an Offset Position or to timely furnish the monthly gross compensation reports after receiving a formal, written request to do so from the University, then, after giving the Head Coach five (5) days' written notice, the University's obligation to continue paying University Liquidated Damages shall cease.

5.2 **Termination for Cause**. The University has the right to terminate the employment of the Head Coach for Cause, which shall be determined in the University's sole and reasonable discretion, in the event of any the following:

Initial: SB (Coach)
[Signature] (University)

5.2.a Understanding that Head Coach is presumed to be responsible for the actions of all staff members who report, directly or indirectly, to the Head Coach, serious violations of the NCAA Rules, including:

5.2.a.i Any Level I or Level II violation of NCAA Rules by the Head Coach, whether intentionally or negligently as reasonably determined by the University;

5.2.a.ii Any Level I or Level II violation of NCAA Rules by or involving an assistant coach or other individual related to the Football Program of which, in the reasonable judgment of the University, the Head Coach had prior knowledge or, with reasonable diligence and oversight, should have had prior knowledge, and the Head Coach failed to take reasonable steps to prevent such violation and report it to the Athletic Director;

5.2.a.iii Multiple Level III or Level IV violations of NCAA Rules by or involving, in a substantive manner, the Head Coach, as reasonably determined by the University, or by an assistant coach or other individual related to the Football Program and for which the University reasonably determines the Head Coach had prior knowledge of or should have had prior knowledge of with reasonable diligence and oversight, and failed to take reasonable steps to prevent such violation and report it to the Athletic Director;

5.2.a.iv Failure to report any and all Level I, II, III, or IV violations of the NCAA Rules, of which the University reasonably determines that the Head Coach knew or should have known about with reasonable diligence and oversight;

5.2.a.v Any violation of Section 11.1.2.1 of the NCAA Bylaws, or its successor;
or

5.2.a.vi Any other serious violation of NCAA Rules that results in any monetary penalties, loss of scholarships or prohibition on post-season participation by the Football Program imposed by any Governing Body;

5.2.b Any material violation of the Other Applicable Rules, as reasonably determined by the University, committed by the Head Coach or by an assistant coach or other individual related to the Football Program and for which the University reasonably determines the Head Coach had prior knowledge of or should have had prior knowledge of with reasonable diligence and oversight, and failed to take reasonable steps to prevent such violation and report it to the Athletic Director;

5.2.c Any material breach of **Section 5.6.b** of this Agreement;

5.2.d A substantial failure by the Head Coach to perform his responsibilities under this Agreement following written notice from the Athletic Director specifying such failure and providing, where practicable, a ten (10) day opportunity to cure such failure;

5.2.e Material fraud or dishonesty of the Head Coach in the performance of his duties or responsibilities;

5.2.f Material fraud or dishonesty of the Head Coach in preparing, falsifying, submitting or altering documents or records of the University, NCAA, or Big Ten, or documents or records required to be prepared or maintained by the Governing Rules, or other documents or records pertaining to any recruit or student-athlete assisting another in such fraudulent or dishonest acts by any other person;

5.2.g Failure by the Head Coach to reasonably respond accurately and fully, within a reasonable time, to any request or inquiry relating to the performance of the Head Coach's duties hereunder or during the Head Coach's prior employment at any other institution of higher

education, propounded by a Governing Body or such other institution of higher education, or required by the Governing Rules, as reasonably determined by the University;

5.2.h The Head Coach's instruction to any coach, student or other person to respond inaccurately or incompletely to any request or inquiry, including any instruction to destroy or conceal any evidence or information, concerning a matter relevant to the University's students or athletic programs or other institution of higher education, propounded by a Governing Body or such other institution of higher education, or required by the Governing Rules, as reasonably determined by the University;

5.2.i The Head Coach's soliciting, placing, or accepting a bet on any intercollegiate or professional athletic contest; the Head Coach's expressly permitting, condoning or encouraging any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest; or the Head Coach's furnishing information or data relating in any manner to football or any other sport to any individual known by the Head Coach or whom the Head Coach should reasonably know to be involved in gambling, betting or bookmaking;

5.2.j Sale, use or possession by the Head Coach of any narcotics, drugs, controlled substances, steroids or other chemicals (excluding any such substances which are prescribed by the Head Coach's physician and taken consistent with the instructions provided by said physician), in violation of the Governing Rules, or the Head Coach's encouraging or condoning such sale, use or possession by a student-athlete, assistant coach, or other athletic staff member;

5.2.k Use or consumption by the Head Coach of alcoholic beverages, drugs, controlled substances, or other chemicals (excluding any such substances which are prescribed by the Head Coach's physician and taken consistent with the instructions provided by said physician), so as to materially impair the Head Coach's ability to perform his duties;

5.2.i Failure by the Head Coach to cooperate in the enforcement of any drug testing program established by a Governing Body for student-athletes; or

5.2.m The Head Coach's commission of or participation in any act, situation or occurrence, that, in the University's reasonable, good faith judgment, brings the Head Coach or the University into public disrepute, embarrassment, contempt, scandal or ridicule; or failure by the Head Coach to conform his personal conduct to conventional and contemporary standards of good citizenship, in a manner that offends prevailing social mores and values or reflects, in the sole judgement of the University, unfavorably and adversely on the University's reputation and overall mission and objectives, including violation of any policy of the University or any Governing Rule applicable to the Head Coach involving moral turpitude.

5.3 If the University terminates the Head Coach's employment for Cause as specified in **Section 5.2**, the University shall be without liability to the Head Coach, and shall not be subject to any other penalty. Specifically:

5.3.a All of the University's obligations to make further payments and/or to provide any other consideration under this Agreement or otherwise, except to the extent already earned and/or vested, shall cease as of the date of termination. In no case shall the University be liable for the loss of any unearned Base Salary, Additional Compensation, Incentive Compensation, Retention Incentive or any other amount hereunder, collateral business opportunities or any other benefits, perquisites, or income from third parties resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination of the Head Coach's employment under this Agreement for Cause.

Initial: BB (Coach)
[Signature] (University)

5.3.b All obligations of the Head Coach under this Agreement or otherwise associated with his employment by the University shall cease as of the effective date of such termination under **Section 5.2**.

5.4 Termination by the Head Coach.

5.4.a The Head Coach shall have the right to terminate this Agreement for Good Reason in the event that the University breaches **Section 4.2** or **Section 4.3** of this Agreement and the University fails to cure such breach within ten (10) days of the University's receipt of written notice from the Head Coach detailing such breach. In the event the Head Coach terminates this Agreement for Good Reason as aforesaid, he shall be entitled to the University Liquidated Damages set forth in **Section 5.1.a** .

5.4.b In the event that the Head Coach terminates this Agreement without Good Reason prior to the expiration of the Contract Term, he shall not be entitled to the University Liquidated Damages or any portion thereof. Further, if this Agreement is so terminated by the Head Coach without Good Reason to accept a Competing Position, the Head Coach shall be obligated to pay and the University shall be entitled to receive, the amount of Coach Liquidated Damages applicable under **Section 5.6.c**

5.5 Disability, Death, or Inability. This Agreement will terminate automatically upon the Head Coach's death or disability (which for purposes of this Section shall mean the Head Coach is unable to satisfy his duties and responsibilities as set forth in **Section 3.2** by reason of any medically determinable physical or mental impairment which continues for at least six (6) consecutive months and can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months). All obligations of the University to make further payments and/or to provide other consideration, under this Agreement or otherwise, except to the extent already vested, shall cease immediately in the event such death or disability occurs.

5.6 Non-Competition.

5.6.a The parties covenant and agree that the competitiveness and success of the Football Program affects the overall financial health and welfare of DIA and that the University maintains a vested interest in sustaining and protecting the well-being of the Football Program, including, but not limited to, the recruitment of prospective student-athletes to the institution and the financial integrity of its athletics programs. To avoid harming the University's interests, the Head Coach covenants and agrees that, subject to **Section 5.6.b** , prior to the stated expiration date of the Contract Term or any mutually agreed upon extensions of the Contract Term, for any reason whatsoever, the Head Coach, and/or any individual or entity acting on the Head Coach's behalf, shall not seek or accept any Competing Position. This covenant not to compete shall survive any termination of this Agreement by the Head Coach without Good Reason, however, such covenant shall not apply if the University exercises its right to terminate the Head Coach's employment under this Agreement without Cause or if the Head Coach terminates this Agreement for Good Reason.

5.6.b Without limiting any of the foregoing provisions of this Agreement, during the Contract Term, the Head Coach and/or any individual or entity acting on the Head Coach's behalf, shall not engage in active discussions, whether directly or indirectly, with any prospective employer (or any person or entity acting, whether directly or indirectly, on behalf of any prospective employer) regarding any Competing Position without first notifying the Athletic Director.

5.6.c Notwithstanding the terms and conditions contained in **Sections 5.6.a** and **5.6.b** , if, during the Contract Term, the Head Coach terminates this Agreement without Good Reason and accepts subsequent employment in a Competing Position, the University shall be entitled to receive (from the Head Coach or such other subsequent employer) as liquidated damages for University's lost goodwill and competitive advantage, the amount set forth in this **Section 5.6.c** , as applicable ("Coach Liquidated Damages").

Initial: BB (Coach)
[Signature] (University)

5.6.c.i If the Competing Position accepted by the Head Coach is successive employment as head football coach at another Big Ten conference member institution, the amount of Coach Liquidated Damages payable by the Head Coach to the University is equal to the greater of (A) \$3,000,000, or (B) the then-applicable University Liquidated Damages amount.

5.6.c.ii If the Competing Position accepted by the Head Coach is any successive employment other than that described in **Section 5.6.c.i** , the amount of Coach Liquidated Damages is equal to the greater of (A) \$3,000,000 or such lesser then-applicable University Liquidated Damages amount, or (B) 50% of the then-applicable University Liquidated Damages amount; provided, however, that the otherwise applicable amount of Coach Liquidated Damages under this **Section 5.6.c.ii** shall be reduced by 50% in Contract Years 3 through 6 if, at the time of the Head Coach's termination, the undersigned Athletic Director is no longer employed by the University.

5.6.c.iii Any payment of Coach Liquidated Damages, as applicable under **Section 5.6.c** , shall be made in a single lump sum, due on or before the 60th day following the commencement date of the Head Coach's employment or other services in connection with the Competing Position.

5.6.d The parties acknowledge that in connection with the Head Coach terminating this Agreement without Good Reason and accepting a Competing Position, the University will incur administrative, recruiting and resettlement costs, and the possible loss of other revenues, and that the exact magnitude and nature of such damages are difficult to determine with certainty. Accordingly, the parties agree to the liquidated damages provisions of **Section 5.6.c** . All obligations of the University under this Agreement shall cease as of the effective date of any such termination by the Head Coach, except that the Head Coach shall be entitled to any Base Salary or

Additional Compensation which was earned or accrued prior to the Head Coach giving notice of resignation in connection with such termination, as applicable.

6. Football Program Staffing and Scheduling.

6.1 The University will provide the Football Program with the Staff Compensation Funds outlined below:

6.1.a A salary fund of up to \$5,000,000 will initially be reserved exclusively for ten (10) on-field Assistant Varsity Coaches – Football for each Contract Year, subject to annual review and increase by the Athletic Director; provided, however, that such amount shall not include any amounts payable to such Assistants as performance-based incentive compensation, and all compensation terms applicable to such Assistants shall be subject to approval by the Athletic Director, which approval shall not unreasonably be withheld.

6.1.b A salary fund of up to \$2,000,000 will initially be reserved exclusively for additional football support staff positions associated with the Football Program for each Contract Year. The amount of such support staff salary fund and the positions within the Football Program to be compensated from such salary fund shall be subject to annual review and adjustment by the Athletic Director; provided that the amount of such salary fund may not be decreased without the Head Coach's consent.

6.1.c The Head Coach shall have available a discretionary bonus pool of not less than \$100,000 in each Contract Year, with such funds available for incentive payments to any staff person associated with the Football Program, subject to the Athletic Director's approval, which approval shall not be unreasonably withheld.

Any increase in Staff Compensation Funds shall be subject to approval of the Athletic Director. The amounts paid to staff members from Staff Compensation Funds will be determined by the Head Coach,

subject to the approval of the Athletic Director. No amount of salary allocated to Staff Compensation Funds is available for or allowed to be paid to the Head Coach.

6.2 The Head Coach and Athletic Director shall have joint responsibility for game scheduling with final responsibility resting with the Athletic Director.

7. **Summer Camp.**

During his appointment as HFC, the Head Coach is responsible for directing the University's summer football camp providing all services necessary and incidental to such position. Total coaching staff compensation will be based on and will not exceed ninety percent (90%) of the net profit of the camp, as reasonably calculated by the University after payment of all direct expenses, which shall be payable (less all applicable deductions and withholding required by the Other Applicable Rules) within 90 days of the completion of camp. The Head Coach shall recommend to the Athletic Director the allocation of compensation for all coaches for summer camp duties; provided that the University's obligation to pay such compensation shall be conditioned upon the execution of the University's then current form of DIA Summer Camp Service Agreement by the University, the Head Coach and such other camp coaches and staff.

8. **Governing Law and Immunities.**

8.1 All questions concerning the construction, validity, and interpretation of this Agreement will be governed by the laws of Illinois, to the extent not governed exclusively by federal law.

8.2 It is expressly agreed and understood between the parties that the University is an instrumentality of the State of Illinois and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of its right to claim such exemptions, privileges and immunities as may be provided by law.

Initial: BB (Coach)
SMW (University)

9. **Severability.**

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule, such invalidity, illegality or unenforceability will not affect any other provision hereof, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

10. **Liability for Payment.**

The University assumes no liability for payment beyond the availability of its annual appropriation from the State of Illinois (if State appropriated funds are used to pay the Head Coach's salary), but if its annual appropriation is deficient, the University agrees to give the Head Coach written notice of said fact, and agrees that the Head Coach shall have the right to terminate this Agreement immediately in the event of such an occurrence without any further liability or obligation to the University.

11. **Waiver.**

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

12. **Amendments.**

Except as otherwise provided herein, this Agreement shall not be amended, except by a written instrument duly executed by each of the parties hereto in accordance with normal University procedures. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are voided and superseded by this Agreement.

Initial: BB (Coach)
[Signature] (University)

13. Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signatures on the following page.]

Initial: JB (Coach)
Jaw (University)

This Agreement is made as of the date of the last signature below.

COACH: BRET A. BIELEMA


Bret A. Bielema _____
Date

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**


Dr. Avijit Ghosh _____
Date
Vice President, Chief Financial Officer, and
Comptroller

Approved:


Josh Whitman _____
Date
Director of Athletics


Robert J. Jones _____
Date
Chancellor

Approved as to Legal Form:


Office of University Counsel _____
Date



Initial:  (Coach)
 (University)

EXHIBIT A – INCENTIVE COMPENSATION

The Head Coach shall be eligible for the following incentive compensation structure. To receive a bonus, the Head Coach must serve as the coach in the game specified, or as of the date the event occurs. Any such bonuses shall be payable within sixty (60) days of being earned.

See Attachment A hereto.

Initial: BB (Coach)
SW (University)

**Attachment A
Incentive Compensation**

EVENT	PROPOSED AMOUNT
Performance within the Big Ten	
Big Ten Division Champion or Co-Champion	\$100,000
Big Ten Championship Game Participant	\$100,000
Big Ten Championship Game Winner	\$200,000
Maximum Big Ten Performance Bonus	\$400,000 (above bonuses cumulative)
Non-College Football Playoff (“CFP”) Bowl Appearances	
Winning % of 50% or Better AND Appearance in a 4 th Tier Bowl Game (e.g., Quicklane, Cheez-it, RedBox)	\$25,000
Appearance in 3 rd Tier Bowl Game (e.g., Music City, Pinstripe, Charlotte, Las Vegas)	\$50,000
Appearance in 2 nd Tier Bowl Game (e.g., Citrus, Outback)	\$100,000
Appearance in 1 st Tier Bowl Game (non-CFP “New Year’s Six Bowl Game, which could include Rose, Fiesta, Orange, Sugar, Cotton, and Peach Bowls)	\$300,000
Maximum Non-CFP Bowl Bonus	\$300,000
CFP Appearances	
CFP Semi-Final Game Participant	\$200,000
CFP National Championship Game Participant	\$125,000
CFP National Championship Game Winner	\$200,000
Maximum CFP Bonus	\$525,000 (above bonuses cumulative)
Coach of the Year Awards	
Big Ten Coach of the Year	\$50,000
National Coach of the Year	\$75,000
Maximum Award Bonus	\$125,000 (above bonuses cumulative)
Administrative Achievements	
10% increase ³ over prior year’s paid home attendance	\$50,000
Team Cumulative GPA \geq 2.50	\$12,500 (per semester)*
Team Cumulative GPA \geq 2.75	\$25,000 (per semester)*
Team Cumulative GPA \geq 3.00	\$50,000 (per semester)*
Maximum Administrative Bonus	\$150,000 (*bonuses not cumulative)
MAXIMUM OF HEAD COACH TOTAL BONUS ELIGIBILITY: \$1,500,000	

³ Such bonus shall not be made available to Head Coach for any season in which there are any applicable limitations on in-person attendance imposed by governmental authorities, University policy or Big Ten Conference rules (each, an “External Limitation”). Similarly, for purposes of determining a prior year’s paid attendance, any season in which an External Limitation was in place for any home football game shall be disregarded (and the most recent season not affected by an External Limitation will be considered the prior season).

 BB

EXHIBIT B – CONDUCT EXPECTATIONS FOR EMPLOYEES

See Attachment B hereto.

Initial: BB (Coach)
SM (University)

Attachment B
Conduct Expectations for Employees

Preamble:

Employees of the Division of Intercollegiate Athletics (“DIA”) serve highly visible and public roles as representatives of the University of Illinois (“University”).

Additionally, DIA employees serve as role models and mentors for all DIA student-athletes. Therefore, it is imperative that whenever employees represent the University in any capacity, they must: exemplify the values of honesty, integrity, and respectfulness; promote the safety and well-being of student athletes; uphold the University’s and the DIA’s commitment to providing student-athletes with a quality education; comply with all relevant rules, regulations and policies; and promote student-athlete compliance with all relevant rules, regulations and policies. To that end, the DIA has established these Conduct Expectations to provide fundamental professional guidelines for DIA employees.

Scope:

As used in this policy, the term “employees” is defined as those individuals within DIA who have contact with student-athletes, including part-time and volunteer appointees.

Policy:

General Requirements:

- 1) Whenever employees are performing their work responsibilities for the University (e.g. athletic contests, team practices and interactions with student-athletes or staff) or are, in any other way, representing the University (e.g. public events and when engaging the media), employees shall conduct themselves with dignity and respect consistent with the standards set forth in this policy.
- 2) Employees shall avoid using excessive profane language or vulgar gestures.
- 3) Employees shall not demean or belittle: University student-athletes, DIA colleagues or university representatives; employees or student-athletes of other institutions; referees or other officials; fans; and members of the public.
- 4) Employees shall model fair play and sportslike⁴ behaviors for all student-athletes.
- 5) DIA employees who have authority over or direct service relationships involving any student-athletes are strictly prohibited from entering into sexual, dating or romantic relationships with any student- athlete, as long as that student-athlete remains a member of a varsity athletic team, regardless of the age of the student-athlete or whether such a relationship may be considered consensual.

⁴ - The Big Ten adopted the term “sportslike behaviors” in Principle 9 of The Big Ten Conference Statement of Guiding Principles.

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Compliance Expectations:

- 1) Head Coaches and unit supervisors shall establish an ethical standard that requires that all employees (including students and any employees reporting to the head coach or unit head) comply with both the letter and the intent of all applicable federal and state laws and applicable NCAA, Big Ten, University and DIA rules, regulations and policies.
- 2) Employees are prohibited from participating in sports wagering activities. Furthermore, employees shall not provide information to individuals involved in or associated with any type of sports wagering activity concerning collegiate, amateur or professional sports.
- 3) Employees are required to report in a timely manner any knowledge of actual, perceived or potential violations of federal and state laws and applicable NCAA, Big Ten, University and DIA rules, regulations and policies through the appropriate reporting mechanisms.
- 4) Employees shall fully cooperate with all NCAA, Big Ten, government (local, state or federal), law enforcement (local, state or federal), University and DIA investigations.

Treatment of student-athletes:

- 1) Employees shall not discriminate against or harass any student-athlete because of that student-athlete's race, religion, age, disability, gender, sexual orientation or any other category protected by the federal government, the State of Illinois, or the University.
- 2) Employees shall not engage in threatening, abusive, or demeaning physical or verbal conduct towards student-athletes.
- 3) Employees shall only engage in physical contact with student-athletes when such contact is necessary for instructional purposes, medical treatment, or in occasional appropriate supportive or congratulatory situations.
- 4) Employees shall not require student-athletes to perform physical acts that:
 - i) are not relevant to the student-athlete's sport but are, instead, intended to embarrass or degrade the student-athlete; or
 - ii) compromise the health and safety of the athlete or conflict with restrictions or guidelines established by the medical or training staff.
- 5) Employees' verbal interactions with student-athletes shall be for instructional and motivational purposes. Employees shall not:
 - i) excessively single out a student-athlete through negative interactions;
 - ii) isolate a student-athlete by ignoring him or her; or
 - iii) discuss individual student-athlete personal circumstances, medical history or disabilities with the media, other student-athletes, parents, friends or others outside the DIA, except to the extent the student-athlete designates in writing a person or persons (e.g., health care provider) who may receive particular information for a specified purpose (e.g., medical treatment or physical therapy).
- 6) Employees shall not retaliate against any student-athlete(s) who raise(s) concerns about an employee's compliance with these conduct expectations or any NCAA or Big Ten rule or DIA or University policy.



Managing student-athlete academic welfare:

- 1) Coaches and support staff shall promote and enforce policies that support student-athlete academic success and progress towards degree completion.
- 2) Employees shall respect and maintain the confidentiality of student-athlete academic and personal information and shall not share such information except as necessary in the performance of job duties and with explicit student-athlete consent.
- 3) Employees shall not exert pressure on any University employee to give a student-athlete special consideration regarding any aspect of the student-athlete's admission standards or academic responsibilities or requirements.
 - a) Coaches must route all communication regarding the admission status of prospective student- athletes through the Associate Athletics Director, Academic Services or his/her designee.
 - b) Coaches must route all communication regarding the academic performance of student- athletes through the Associate Director of Athletics, Academic Services or his/her designee.

Managing student-athlete health and athletic welfare:

- 1) Other than team physicians and sports medicine staff members, employees shall not provide medical advice to student-athletes, including but not limited to any attempt to influence a student-athlete's return to participation after illness or injury.
- 2) Employees shall not refer student-athletes to medical providers (e.g., physicians, physical therapists, specialists, surgeons) without consultation with team physicians and/or sports medicine staff.
- 3) Employees shall respect and maintain the confidentiality of student-athlete medical information and shall not share such information except as necessary in the performance of job duties and with explicit student-athlete consent.
- 4) Practice activities and workouts conducted by employees must adhere to sound safety, hygiene, conditioning, and hydration principles. Exercise may never be used for punitive purposes. Employees must consider weather and facility conditions when planning and conducting such practices and workouts.
 - a) If an employee has concerns regarding an activity's impact on a student-athlete's health or safety, the activity must be suspended until the advice of a team physician can be obtained and considered.
 - b) In such cases of such concern, the team physician shall have the final decision as to the continuation of an activity.
- 5) Employees are prohibited from attempting to improperly influence any member of the medical or athletic training staff regarding the medical treatment or playing/ practice status of a student- athlete.
- 6) Employees who believe that a student-athlete is suffering physical harm during a physical activity, shall end the student-athlete's participation in the physical activity immediately and have the student-athlete seek medical attention either from the athletic trainer or a doctor.

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- 7) Employees shall take an active role in preventing and addressing drug, alcohol and tobacco abuse by student-athletes.

Managing student-athlete discipline:

- 1) Employees shall apply DIA and team rules and regulations fairly to all student-athletes on the same team without preferential treatment of any student-athlete.
- 2) When disciplining student-athletes, employees shall follow the discipline process outlined in the Student-Athlete Code of Conduct.
- 3) Student-athletes violating the University of Illinois Student Code are subject to discipline by the University. Any sanctions imposed against a student-athlete by the DIA for violations of the Student-Athlete Code of Conduct shall be in addition to any actions taken or sanctions imposed by the University.
- 4) Employees shall not exert pressure on any University employee to give a student-athlete special consideration regarding any aspect of the disciplinary process for violations of the Student Code.
- 5) All communication between DIA employees and any University official involved with the investigatory or disciplinary processes concerning allegations of one or more student-athletes violation of the student code shall be routed through the Director of Athletics (or his/her designee) except those occurring when:
 - a) At a student-athlete's request, an employee attends a disciplinary proceeding with the student- athlete as an advisor pursuant to the Student Disciplinary Procedures⁵ as authored and authorized by the Senate Committee on Student Discipline; or
 - b) A University official directly contacts an employee in a University investigation.
- 6) Employees who become aware of alleged violations of the Student Code by one or more DIA student-athletes shall promptly report such information to the Director of Athletics (or his/her designee) for referral to the appropriate University official.
- 7) Employees may not contact or otherwise attempt to influence any member of the University Title IX and Disability Office staff regarding a case that involves a varsity student-athlete. All communication between DIA employees and any University official involved with the investigatory or disciplinary processes concerning allegations of a Title IX violation shall be routed through the SWA/DIA Deputy Title IX Coordinator or Senior Associate Athletic Director/Chief Integrity Officer, except when a University official directly contacts an employee to request information.

Reporting and prohibition on retaliation

- 1) Employees have a mandatory duty to report any incident or conduct by an employee that the staff member reasonably believes is a violation of these conduct expectations. Such a report must be communicated to the Director of Athletics, the DIA Chief Integrity Officer, the applicable sport administrator, a Faculty Representative, University Counsel, or the Office of Ethics and Compliance in a timely manner so that the DIA and the University may take steps to address the alleged misconduct.

⁵ - <http://conflictresolution.illinois.edu/policies/student-discipline/>

→ JW BB

- 2) Employees shall not retaliate against any individual who raises concerns about their compliance with these conduct expectations or any NCAA or conference rule or DIA or University policy. The DIA and the University do not tolerate retaliation under any circumstances against a person who makes a reasonable allegation or complaint in good faith.

Employees with employment contracts:

- 1) Nothing in this policy shall limit or abrogate any term or condition in any employment contract between the University and any coach. This policy shall supersede and replace the Conduct Expectations for Coaches, as incorporated in any employment contract between the University and any coach.

Issued: August 1, 2015
Revised: August 11, 2015
August 25, 2015
February 1, 2018
February 18, 2019
September 20, 2019

