

ADDENDUM

Through this Addendum, the Parties, **The Board of Regents of the University of Nebraska**, a public body corporate, by and on behalf of the University of Nebraska-Lincoln (“University” or “UNL”), and **Scott A. Frost** (“Coach Frost”), an individual, hereby amend and modify the provisions of their current employment contract.

Recitals

- A. The University, through its Department of Intercollegiate Athletics, currently employs Coach Frost as its head football coach pursuant to an employment contract (“Contract”) that commenced on December 3, 2017 and was to continue through to December 31, 2024.
- B. Under that Contract, the University’s Director of Intercollegiate Athletics, within his discretion and with requisite approval, may offer to extend or renew the Contract.
- C. The Parties now want to modify their Contract in the manner set forth within this Addendum.

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 amend and modify the provisions of their Contract as follows:

1. **Duration.** The Parties agree to jointly modify their Contract in order to extend Coach Frost’s employment as head football coach by two years to December 31, 2026.
2. **Annual Salary.** The University shall guarantee Coach Frost an annual base salary of five million dollars (\$5,000,000.00) for each year that he serves as the full-time head football coach through December 31, 2026. The University, in its sole discretion, may adjust this annual base salary upward without the necessity of a formal written amendment to the original Contract or this Addendum, provided however that the liquidated damages amounts referenced in Section 9 of the original Contract shall remain unaltered. The University shall pay this annual base salary to Coach Frost in twelve (12) equal installments in accordance with the University’s policies governing the payment of salary to all-year professional staff members.
3. **Liquidated Damages.** If the University should terminate Coach Frost’s employment as the head football coach prior to December 31, 2026 for reasons other than for cause, the University shall pay Coach Frost, as liquidated damages, the following amounts: (a) five million dollars (\$5,000,000.00) on a prorated basis for each remaining year of the Contract through December 31, 2024 and (b) two million, five hundred thousand dollars (\$2,500,000.00) on a prorated basis for each remaining year of the Contract between January 1, 2025 and December 31, 2026.
4. **Contractual Provisions.** Any provisions of the Parties’ Contract that are inconsistent with the terms of this Addendum shall be deemed null and void and superseded by the terms of this Addendum. Except to the extent expressly modified by the terms of this Addendum, all other provisions of the Parties’ Contract shall remain in full force and effect. Accordingly, the provisions addressing Coach Frost’s exceptional performance bonuses, extension or termination of employment and other provisions not specifically addressing the terms contained within this Addendum shall remain unaltered.

5. **Voluntary Agreement.** Coach Frost acknowledges that he has carefully read and fully understands each of the provisions contained within this Addendum and that he is entering into this Addendum with full knowledge of its significance. Coach Frost also acknowledges that he is entering into this Addendum freely and voluntarily, that he has not relied upon any representation or statement by any representative of the University that is not contained within this Agreement, and that he has been advised and provided an opportunity to consult with his attorney.


6. **Governing Law.** The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Addendum. Any action brought to enforce this Addendum may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

7. **Entire Agreement.** This Addendum represents the entire agreement of the Parties, and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Addendum may not be changed, modified, extended, terminated, waived, or discharged, except by an instrument in writing signed by authorized representatives of both Parties. These terms and conditions shall be binding upon each of the Parties and their respective heirs, personal representatives, successors and assigns. The headings for each paragraph contained within this Addendum are illustrative only and are not to be given any legal effect. Any electronic or copied versions of this Addendum will be afforded the same effect as an original.


SCOTT FROST REPRESENTS AND WARRANTS THAT HE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS ADDENDUM, THAT HE UNDERSTANDS ALL PROVISIONS OF THIS ADDENDUM, THAT HE HAD AN OPPORTUNITY TO CONSULT WITH HIS ATTORNEY THROUGHOUT THIS PROCESS, AND THAT HE IS VOLUNTARILY ENTERING INTO THIS ADDENDUM WITHOUT DURESS OR COERCION OF ANY KIND.

SCOTT A. FROST


THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

 12/08/2019 | 11:19 AM CST

Scott A. Frost Date

By  12/09/2019 | 8:55 AM PST

William H. Moos Date
Director of Intercollegiate Athletics

 12/09/2019 | 4:45 PM CST

William J. Nunez Date
Vice Chancellor for Business and Finance

C O N T R A C T O F E M P L O Y M E N T

**HEAD FOOTBALL COACH
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
UNIVERSITY OF NEBRASKA-LINCOLN**

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

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

Section 1. Term of Contract. Unless earlier terminated pursuant to the provisions herein, the term of this Contract shall commence at 12:01 a.m., December 3, 2017, at a full-time equivalent of .49 (.49 FTE) and remain at .49 FTE until midnight following the 2018 Peach Bowl (“Peach Bowl”). It is the intent of the parties that this part-time assignment facilitate the potential of Coach engaging in coaching duties to support the Peach Bowl appearance of the University of Central Florida (“UCF”) football team. Such duties shall be subject to the approval of Athletics’ Athletics Director, and it is hereby acknowledged that Athletics Director has approved of such duties. As of midnight following the Peach Bowl (i.e., January 2, 2018), Coach shall be employed full-time (1.0 FTE) by University and shall continue such employment through midnight on the 31st day of December, 2024, or on such later extended expiration date, as provided for in Section 11 below. The entire period of Coach’s performance of the duties set forth in Section 2., from commencement of the Contract through termination, expiration or extension of the term shall be referred to herein as the “Term”. All prior employment contracts, if any, entered into between the parties are hereby terminated. Except as otherwise specifically and explicitly provided herein, upon termination of employment or expiration of the Term, all compensation, perquisites, benefits and other privileges provided to Coach under this Contract shall cease to the full extent permitted by law.

Section 2. Duties.

(a) The Coach shall perform duties as Head Football Coach and shall be responsible to the Director of Intercollegiate Athletics for the direct supervision and administration of Athletics’ Football Program (the “Program”).

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

- (1) To faithfully and conscientiously perform the duties of Head Football Coach and to maintain the high moral and ethical standards commonly expected as a Head Coach at the University;
- (2) To devote full-time attention and energy to head coaching duties as required herein and to the promotion of the Program;
- (3) To avoid any business or professional activities or pursuits that may materially

conflict with the performance of Coach's Program duties under this Contract; and

- (4) To perform such other duties as shall from time-to-time be reasonably assigned to Coach by the Director of Intercollegiate Athletics or such other University authorized officials for the benefit of the University, Athletics, and their respective missions and programs, including but not limited to, appearances on radio programming produced by the radio rightsholder, sponsorship/development support, and appearances in Athletics' HuskerVision produced coaches shows. (Athletics' Policy on HuskerVision Television Productions is attached to this Contract as Appendix "A" and is incorporated herein by this reference.)

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

(d) Coach shall not engage in any activity with any athletic booster or booster organization of the University that is in violation of the NCAA rules and regulations, or which represents a conflict of interest with respect to the duties described or assigned herein.

Section 3. Annual Salary and Compensation. In consideration of an annual 1.0 FTE base guaranteed salary of Five Million Dollars (\$5,000,000), adjusted to reflect any part-time FTE, and the further agreements and considerations hereinafter stated, Coach agrees to perform the duties set forth herein. The annual base salary stated above may from time to time, at the discretion of the University, be adjusted upward without the necessity of a written amendment to this Contract, provided however, that the amount of liquidated damages amounts set forth in section 9.b. shall not change in such event. Coach's annual salary shall be paid in twelve equal monthly installments in accordance with the policies of the University governing payment of salary to members of the all-year professional staff.

Section 4. Exceptional Performance Bonuses. In addition to the annual salary to be paid to Coach as provided in this Contract, the University will pay to Coach an exceptional performance bonus should the Program reach certain levels of achievement. The amount of and circumstances, including date of payment, surrounding the exceptional performance bonuses are described in Appendix "B", attached hereto and incorporated herein by this reference.¹

Section 5. Professional Staff Appointment Status, Fringe Benefits, and Terms, Conditions, Rights and Responsibilities of Employment. The professional staff appointment status of Coach pursuant to this Contract shall be an all-year special appointment as a member of the academic-administrative staff of the University. Coach shall be entitled to receive all of the

¹ The exceptional performance bonuses provided in Section 4 are part of Coach's compensation package and will be reported to the Internal Revenue Service (IRS) on Form W-2.

fringe benefits of employment received by other members of the academic-administrative staff, and such other fringe benefits of employment as may be provided upon approval by the Director of Intercollegiate Athletics. (Note that pursuant to the University's benefit plans, certain benefits are not available to employees working less than .50 FTE.) Except as may be inconsistent with this Contract, the employment of Coach pursuant to this Contract is subject to the terms and conditions of employment for members of the academic-administrative staff as provided in Chapter III of the Bylaws of the Board of Regents of the University of Nebraska (the "Bylaws"), and is subject to the rights and responsibilities of the professional staff as provided in Chapter IV of the Bylaws. Said provisions of the Bylaws are incorporated into this Contract by reference and may be accessed on the Internet at <http://www.nebraska.edu>.

Section 6. Employment of Assistant Coaches. Coach shall have authority, consistent with University personnel policies and procedures and National Collegiate Athletic Association (NCAA) regulations, and subject to approval by the Director of Intercollegiate Athletics, not to be unreasonably withheld, to hire and discharge assistant coaches and any other employees under Coach's direct supervision. It is understood that assistant coaches will be immediately responsible to Coach, and that Coach in turn is responsible for the activities of Coach's staff as they relate to the athletic interests of the University. (Certain compensation levels may require the approval by the President of the University with respect to hire or discharge of employees under Coach's direct supervision, i.e. an annual salary at or above \$500,000 as of the effective date of this Contract per Executive Memorandum No. 13, incorporated herein by this reference and found at www.nebraska.edu.) Coach shall be provided an annual base salary budget of up to \$5,000,000 for the purposes of hiring ten (10) assistant coaches and a head strength and conditioning coach. The length of the term of any employment agreement with such coaches shall not exceed two years. A portion of this budget may be allocated to the hiring of additional support staff, provided that such allocation be approved by the Athletic Director.

Section 7. Outside Athletically Related Activity; Annual Report of Athletically Related Income; Schools and Camps. Prior to agreeing to engagement in any activity outside of the University in consideration for which Coach will receive any form of remuneration as a consequence of Coach's position as Head Football Coach, Coach shall first obtain approval of such outside activity from the Director of Intercollegiate Athletics and the Chancellor, not to be unreasonably withheld. In accordance with University/Athletics policies and practices, and with NCAA regulations if any, Coach agrees that annually, no later than a date to be reasonably determined by the Director of Intercollegiate Athletics or his or her designee, Coach will file a personal financial statement with the Director of Intercollegiate Athletics which discloses all of Coach's athletically related income from sources both within and outside of the University, including, but not limited to, income from sports camps, club memberships, complimentary tickets or admissions, income from television or radio programs, and income from personal services contracts with athletic shoe, apparel, or equipment manufacturers or suppliers. The University represents that the Office of the Attorney General of the State of Nebraska has historically taken the position that records in the possession of the University containing information related to outside income are not subject to Nebraska public records laws, and further, should the Office of the Attorney General amend such long-held position, the University will immediately notify Coach with as much time prior to disclosure as is reasonably practicable, in order that Coach might take such action as Coach deems prudent to preserve and protect Coach's interests.

Coach shall be authorized in accordance with schedules to be approved by Athletics to organize and conduct athletic schools, camps and clinics which utilize University buildings, facilities, equipment, materials and services; provided, that any such school or camp conducted by Coach shall comply with all University administrative requirements relating to athletic schools and camps and shall pay to the University such charges and fees as shall be from time to time reasonably established by the University for such use of University buildings, facilities, equipment, materials and services. The authorization granted above in this section to organize and conduct schools and camps is given pursuant to Section 3.4.5 of the Bylaws. Such authorization shall extend to each assistant coach under Coach's supervision and shall continue and be effective throughout the Term.

Section 8. Compliance with NCAA, Conference and University Regulations.

(a) Coach agrees to diligently seek to perform Coach's duties in strict compliance with (1) the constitution and bylaws and the rules and regulations of the NCAA, (2) rules and regulations of the intercollegiate athletic conference in which Athletics is a member (the "Conference"), and (3) applicable rules and regulations of the University, as well as and including any rules and regulations of any successors to said organizations.

(b) While the duties of assistant coaches shall be assigned by Coach, it is understood that Coach and the assistant coaches are directly responsible, separately and collectively, to the Director of Intercollegiate Athletics for compliance with the policies of the University, the rules and regulations of the Conference, and the constitution and bylaws (and official interpretations thereof) of the NCAA, as are all other employees of Athletics.

(c) In accordance with NCAA legislation, Coach understands that if Coach is found to be in violation of any NCAA rule or regulation, Coach shall be subject to disciplinary or corrective action by the University, in accordance with processes set forth in Appendix "C" attached hereto and incorporated herein by this reference. Coach further understands that, subject to the University's obligation to comply with both federal and state constitutional requirements for due process of law, Coach's employment may be suspended without pay for a period of time or terminated as provided in Section 12 of this Contract if Coach is found to have been involved in any deliberate and serious violation of rules and regulations of the NCAA, the Conference, or the University.

Section 9. Discussion of Other Prospective Employment; Resignation and Liquidated Damages.

(a) Unless notice of termination of employment has been given to Coach in accordance with Sections 12 or 13 of this Contract, Coach, or any person or entity acting on behalf of Coach, shall not engage in material discussions or engage in any material negotiations, directly or indirectly, concerning Coach's athletically-related prospective employment by any other employer without first notifying the Director of Intercollegiate Athletics of such discussions or negotiations.

(b) Except as more specifically described in this subsection (b), there shall be no penalty to Coach for resignation from employment pursuant to this Contract; provided, that any resignation during the regular Program season or prior to any post-season competition shall only be effective

upon written acceptance by the Director of Intercollegiate Athletics. Coach recognizes that Coach has been hired to apply Coach's unique talent for this specialized Head Coach position, and Coach's promise to perform as Head Coach for the entire Term of the Contract is essential to the Contract's purpose and one of the reasons for the substantial consideration to be paid by the University. Both parties acknowledge that stability is an integral component of developing a long-term successful athletics program, and the personal services of Coach are likely irreplaceable by University. In addition, the parties have bargained for and agreed to the liquidated damages described below, giving consideration to the significant costs of conducting an employment search for a Head Coach; the serious and substantial disruption to Athletics' Football Program, Athletics and the University; and the serious and substantial devotion of administrative resources in relation to a change of coaching staff. The parties agree that the economic and non-economic losses the University would incur if Coach were not to perform for the entire Term, would be extremely difficult to quantify, especially when such losses extend into the future, even beyond the Term. Therefore, in the event that Coach resigns, the parties further agree that any and all claims which may arise in the University's favor against Coach as a result of Coach's resignation shall be strictly and solely limited to an amount of liquidated damages as explained herein. If Coach resigns during the Term, or during any subsequent Term resulting from the extension of this Contract as provided in Section 11, Coach shall pay liquidated damages to the University, in an amount equal to \$2,500,000 for each year remaining in the Term, subsequent to Coach's resignation, prorated on a daily basis for any partial year. The liquidated damages shall be paid by Coach in annual installments to be received by the University on or before December 31, for any amount owed by Coach hereunder for that year or a partial year. By way of illustration, should Coach resign on November 30, 2023, he would owe \$212,328.77 ($31/365 \times \2.5 mil) on December 31, 2023, and \$2.5 million on December 31, 2024; *provided however*, should a subsequent employer of Coach agree to pay the liquidated damages described in this section in order to obtain Coach's service, then the damages shall be paid in full for the entire remaining Term within sixty (60) days of Coach's resignation. Notwithstanding the foregoing, should Coach resign during the Term, or during any extension thereof, for the purposes of a bona fide retirement (i.e. withdrawing from his Head Football Coach position for the purpose of a permanent, enduring departure from an active working life), then this section shall not apply and no liquidated damages shall be owed. However, should Coach secure employment as a coach with an NCAA Division I program or in the National Football League ("NFL"), prior to the date of the end of the Term or any extension thereof, then the provisions of this section related to the liquidated damages for resignation shall be reinstated, effective and computed starting the first day of Coach's subsequent employment as an NCAA Division I or NFL coach, through the end date of the Term or extension. The provisions of this section shall survive any termination or expiration of this Contract. The parties agree that payment to the University of the liquidated damages provided above shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by the University as a result of Coach's resignation.

Section 10. University Documents, Records and Property. All documents, files, records, materials (in any format, including electronically stored information), equipment or other property, including without limitation, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, laptop computers, software programs, electronic communication devices, and any other material, data or property, furnished to Coach by the University shall be returned to the University within ten (10) days of termination or separation of

Coach's University employment. The foregoing provisions of this section shall not apply to personal notes, signaling systems, playbooks, memorabilia, diaries and similar personal records of Coach, which Coach is entitled to own and retain. In addition, Coach and University shall be equally entitled to copies of all work product utilized or developed by Coach and his staff. "Work Product" shall, generally, include: (i) imported game/practice/clinic film; (ii) created game/practice/clinic film; and (iii) all recruiting files.

Section 11. Annual Evaluation of Coach's Performance; Extension or Renewal of Contract. The Director of Intercollegiate Athletics shall meet with Coach annually for the purpose of evaluating Coach's performance of duties and responsibilities pursuant to this Contract. Based upon such performance evaluation, the Director may at his or her discretion, and with the approval of the Chancellor, along with any other approval that may be required by University rules (e.g. the approval of the President in accordance with Executive Memorandum No. 13), offer to Coach an extension or renewal of this Contract. Any such extension or renewal of this Contract shall be reduced to writing and duly executed by the University and Coach.

Section 12. Termination of Employment for Cause, Program Discontinuance, or Financial Exigency.

(a) Coach's employment may be suspended or terminated for cause in accordance with the policy and procedures of the Department of Intercollegiate Athletics approved by the Chancellor pursuant to Section 4.7.1 of the Bylaws. A copy of said departmental policy and procedures is attached as Appendix "C" to this Contract, incorporated herein by this reference.

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

Section 13. Termination of Employment for Reasons Other than for Cause; Liquidated Damages; Offset of Damages.

(a) The position of Head Football Coach is unique and requires special talents and skills. As such, it is the only position for which Coach is being employed, and the University shall not have the right to re-assign Coach to any other position or to demote Coach. The parties agree that the University shall, at any time, have the right to terminate Coach's employment hereunder for reasons other than for cause upon giving Coach reasonable written or verbal notice of termination, as such reasonableness may be determined by the University in its discretion and exercise of good faith. Notwithstanding any Contract provision which might be interpreted to the contrary or unless otherwise specifically agreed to in writing, Coach's employment relationship with the University as Head Football Coach shall terminate upon delivery of the notice of termination or as otherwise set forth in the notice of termination. In the event of such termination, the parties further agree that the damages incurred by Coach would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in Coach's favor against the University and its Board members, employees and agents by reason of such termination shall be strictly and solely limited to an amount of liquidated damages as described

below.

University shall pay Coach for the period remaining in the Term, effective as of the date of termination (such period of time to be referred to herein as the "LD Term") an amount computed as follows: (1) Five Million Dollars (\$5,000,000) per year or any portion of a year remaining in the Term prior to and through December 31, 2022, and (2) Two Million, Five Hundred Thousand Dollars (\$2,500,000) for any year or portion of a year remaining in the Term after December 31, 2022. With respect to partial years, the annual amount owed to Coach shall be prorated on a daily basis. Such amount shall be paid in equal monthly installments, following the payment of any state and federal withholding taxes required by law, and shall be made in accordance with Coach's Form W-4 currently on file with the University.² The obligations of the University under this subsection shall survive termination of this Contract.

(b) If Coach obtains other employment in a football capacity during the LD Term at an NCAA Division I program or in the National Football League, and such employment does not guarantee Coach cash compensation of more than \$5,000,000 per year through December 31, 2022, or does not guarantee Coach cash compensation of more than Two Million, Five Hundred Thousand Dollars (\$2,500,000) per year after December 31, 2022, then the University, at its sole discretion, shall choose one of the following options, with said obligations to be paid by the University or other party designated by the University:

(1) Each of the University's monthly obligations to pay Coach over the remaining LD Term, as set forth in this Section 13, shall be reduced by the difference between the University's monthly installment prior to Coach's new employment, and Coach's monthly prorated amount of his annual gross cash salary guarantee at the new employment; or

(2) All University obligations to Coach for payments under this Section 13 shall cease upon payment of a lump sum to Coach computed as follows: the present value of a stream of payments over the remaining LD Term in an amount equal to the difference between the amount of the University's monthly installment prior to the new employment, and Coach's monthly prorated amount of his annual gross cash salary guarantee at the new employment, discounted at the 3-year Treasury Constant Maturity Rate.

If Coach obtains such other employment during the LD Term, Coach shall promptly provide written notice to the University describing the position and the annual gross cash salary. Coach shall provide the University on an ongoing basis with the information reasonably requested which is necessary to implement the foregoing obligations under Section 13 and shall promptly respond to any reasonable inquiries from the University.

(c) The parties have bargained for and agreed to the forgoing liquidated damages provisions, giving consideration to the fact that Coach will lose certain benefits, supplemental compensation or outside compensation related to employment as Head Football Coach, which damages are extremely difficult to determine with certainty. The parties agree that payment to Coach of the liquidated

² The compensation, if any, provided to Coach under Section 13 as liquidated damages will be reported to the IRS on Coach's Form W-2, as required by law.

damages provided in subsections (a) and/or (b) of this section shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach as a result of the termination of this Contract by the University. Upon payment of such liquidated damages to Coach, Coach does hereby waive and release the University, its Board members, administrators, employees and agents, from any and all claims of any nature whatsoever, which may arise by reason of such termination, including, but not limited to any benefits of employment or other income which may accrue to Coach by reason of Coach's position as Head Football Coach.

(d) Should the University, based upon advice of legal counsel or for any other reason the University in its discretion deems is appropriate, determine that the payments provided for in this section are to be paid from resources other than resources of the State of Nebraska, then the University promises that it will secure funds from non-public funds for the satisfaction of the obligation described in this section, including the obligation to continue making payments pursuant to the schedule above in a timely manner.

Section 14. Incapacitation. Should Coach become incapacitated so as to be unable to perform the duties pursuant to this Contract, and such incapacitation shall continue for more than six (6) months, or if such incapacitation is permanent, irreparable, or of such a nature as to make performance of Coach's duties impossible, then either party may terminate this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall cease (including those liquidated damages set forth in sections 9.b. and 13) and each party shall be released and discharged from this Contract without further liability to the other, with the exception of any liability which the University may have to Coach under the Nebraska Workers' Compensation Law, and with the exception of any benefits which Coach may be entitled to receive under any disability insurance coverage provided in whole or in part by the University.

Section 15. Cancellation of Prior Contract. This Contract constitutes the entire agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written, if any.

Section 16. Contract Amendments. This Contract may be amended at any time by a written instrument duly approved/signed by the University and by Coach, except that the foregoing shall not apply to increases in salary and/or improvements in fringe benefits which may be accomplished at any time by appropriate official action without the necessity for written modification or amendment to this Contract.

Section 17. Governing Law and Venue; Severability. The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Contract. Any dispute arising hereunder shall be resolved in a court, administrative body, or other forum of competent jurisdiction located in the State of Nebraska. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract; provided however, that such invalid or unenforceable provision shall be deemed automatically replaced with a valid and enforceable provision having the maximum similar legal effect possible.

Section 18. Captions. The captions of the various paragraphs of this Contract have been

inserted for the purpose of convenience of reference only, and such captions are not a part of this Contract and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Contract.

Section 19. Public Record. It is understood and agreed that this Contract shall be a public record as provided by the Nebraska public records statutes (Neb. Rev. Stat., §§ 84-712 through 84-712.09, as amended), and shall be made available by the University to the public for examination as provided by said statutes.


Section 20. Travel Supplement. For each of an initial period, effective upon execution of this Contract through December 31, 2018, and for each calendar year thereafter, Coach will be provided by the University, or the University shall arrange for, up to twenty (20) hours of private non-commercial flight time for the personal use of Coach and his immediate family. Such fringe benefit shall be reported as income to Coach at its fair market value, subject to applicable withholding of state and federal taxes as required by law and the rules and regulations of the Internal Revenue Service.

Section 21. Relocation Expenses. In accordance federal and state law and regulations, as well as the policies established by the University and Athletics, Coach shall be reimbursed for reasonable relocation expenses incurred in connection with relocating himself and his family to Lincoln, Nebraska.


Section 22. Payment or Reimbursement of Contract Termination Expense. The University has authorized as a reimbursable employee business expense of Coach, the direct payment by the University of Three Million Dollars (\$3,000,000) to the University of Central Florida on or before February 28, 2018. The University acknowledges that payment of this expense was necessary to obtain the services of Coach and, therefore, substantially benefits the University. Further, the University has determined that the requirements of its accountable plan (as described in section 1.62-2 of the Treasury regulations) have been satisfied with respect to this expense. Regardless of the provisions contained in this section, University agrees that Coach shall suffer no adverse financial impact as a result of the payment of the aforementioned business expense.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Contract as of the date indicated below.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA



William H. (Bill) Moos
Director of Intercollegiate Athletics
University of Nebraska-Lincoln



Ronald D. (Ronnie) Green
Chancellor
University of Nebraska-Lincoln

5/18/18

Date

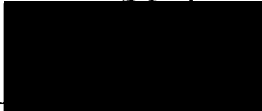
Approved:



Hank M. Bounds, President
University of Nebraska

5/22/18
Date

Accepted by Coach this 14 day of May, 2018.



Scott Frost, Head Football Coach

athHeadFB2017FINAL3918.docx
3/9/18

APPENDIX "A"

University of Nebraska--Lincoln Department of Athletics Policy on HuskerVision Television Productions

HuskerVision, a division of the Department of Athletics, produces a number of programs, including coaches' shows featuring commentary and game highlights, which are licensed to distributors of television programming. These programs are intended to inform the public about and generally promote the intercollegiate athletic programs at the University of Nebraska--Lincoln. The purpose of this policy is to clarify the relationship between HuskerVision/the Athletics Department and its employees with regard to this television programming.

- (1) The Athletics Department, in conjunction with its HuskerVision unit, will provide all resources necessary to produce the television programs described in this policy. More specifically, the Department will provide (A) the studio, the camera personnel, directors, editors and all technical personnel, and all the equipment required to produce and record the show, (B) creative consultants, (C) personnel responsible for licensing the distribution of the shows, (D) the announcer talent appearing on the shows, and (E) the University of Nebraska trademarks associated with the Athletics Department. All of this support is provided through the application and expenditure of university resources.
- (2) HuskerVision staff and Coaches shall cooperate and mutually agree upon a taping and production schedule as needed to meet the needs of the distribution of the production. Coaches will also make a reasonable number of appearances in recorded and/or live promotions made on behalf of the University of Nebraska--Lincoln and their HuskerVision show. Such participation in the productions is considered part of the Coaches' regular employment duties for which they are compensated pursuant to their contract or letter of appointment. The coaches shall permit the use of their name and image, or other similar identifiers personal to the coach, on the shows and in relation to any Athletics Department promotion of the HuskerVision shows.
- (3) The resulting productions and revenue, if any, shall be the property of the University, along with all rights that accompany the ownership of such copyright protected property. The University employees' contributions to the television productions shall be considered "works-for-hire". The Athletics Department may subsequently market the HuskerVision shows, or edited versions thereof, to secondary markets through the distribution of video tapes, CDS, DVDs, over the Internet, or any other means of recording and distribution. In addition, the shows may be edited to meet the needs of the University, including the distribution of segments of the shows used for viewing at athletic events, for development and promotion of the Department or the University.

APPENDIX "B"
Exceptional Performance Bonus

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

I. In the event that Coach performs as Head Coach for the Program in the following post-regular season games or achievements, Coach shall be paid one of the following amounts, for the highest achievement reached.

- A. Wins or ties for the west division title of the Big Ten Conference, without an invitation to or appearance in the Big Ten Conference Championship Game--\$100,000.00;
- B. Appears in the Big Ten Conference Championship Game--\$200,000.00;
- C. Wins the Big Ten Conference Championship Game--\$300,000.00.

II. In the event that Coach appears as Head Coach for the Program in the following post-regular season bowl games, Coach shall be paid one of the following amounts, for the highest achievement reached.

- A. Appears in any bowl game which is not a contest included as part of the College Football Playoff--\$150,000.00;
- B. Appears in any College Football Playoff Bowl Game--\$250,000.00;
- C. Appears in College Football Playoff Semi-Final Game--\$300,000.00;
- D. Appears in the College Football Playoff National Championship Game--\$350,000.00;
- E. Wins the College Football Playoff National Championship Game--\$650,000.00.

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

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

Pursuant to Section 4.7.1 of the Bylaws of the Board of Regents of the University of Nebraska the following departmental policy entitled "Standards of Professional Performance for Athletic Staff and Rules of Procedure for Disciplinary Actions" have been approved by the Chancellor.

Section 1. Definitions. Unless the context otherwise requires, the definitions given in this section shall apply when any one of the defined terms appears in this departmental policy.

(a) "Athletic Director" shall mean the Director of Intercollegiate Athletics of the University of Nebraska-Lincoln.

(b) "Conference" shall mean the Big Ten Conference, or any successor athletic conference to which the University belongs.

(c) "Department" shall mean the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln.

(d) "Governing athletic rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the Conference, or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power and authority relating to any intercollegiate athletics program of the University or to any intercollegiate athletics program of any institution of postsecondary education previously employing a senior athletic staff member.

(e) "NCAA" shall mean the National Collegiate Athletic Association.

(f) "Athletic staff member" shall mean any employee of the Department who is employed by special appointment pursuant to Section 4.4.1 of the Bylaws of the Board of Regents of the University of Nebraska and who is classified as a member of the professional staff of the University.

(g) "University" shall mean the University of Nebraska-Lincoln.

Section 2. Standards of Professional Performance.

(a) Athletic staff members shall perform their duties and personally comport themselves at all times in a manner consistent with good sportsmanship and with the high moral, ethical and academic standards of the University. Each senior athletic staff member shall at all times exercise due care that all personnel and students under their supervision or subject to their control or authority shall comport themselves in like manner.

(b) Athletic staff members shall observe and respect the principles of institutional control of the University's Intercollegiate Athletics Program.

(c) Athletic staff members will at all times comply with the law, applicable University regulations, and governing athletic rules. Athletic staff members have an obligation to personally comply with and to exercise due care that all personnel and students subject to their direct control or authority comply with governing athletic rules relating to recruiting and furnishing of unauthorized extra benefits to recruits and to student-athletes.

(d) Athletic staff members are expected to recognize that the primary mission of the University is to serve as an institution of postsecondary education, and each athletic staff member shall be expected to fully cooperate with the faculty and administrators of the University in connection with the academic pursuits of student-athletes and to use their best personal efforts to encourage and promote those pursuits.

Section 3. Disciplinary Action Less Severe Than Suspension or Termination. The University shall have the right to take disciplinary or corrective action against any athletic staff member, short of suspension or termination of employment for cause, for any reason which would allow termination for cause under the provisions of Section 4 of this departmental policy. Such disciplinary action may include, but is not limited to, reprimand or probation, and shall not affect the University's right to initiate more severe disciplinary action under Section 4 of this departmental policy. In addition, any athletic staff member shall be subject to disciplinary or corrective action by the NCAA or the Conference for any violation of NCAA or Conference governing athletic rules, respectively. Such action by the NCAA or the Conference shall not preclude or in any manner affect the University's right to take disciplinary action pursuant to this Section 3 or pursuant to Section 4 of this departmental policy.

Section 4. Termination or Suspension for Cause.

(a) The University may terminate or suspend the employment of an athletic staff member for adequate cause. For the purpose of this policy the terms "adequate cause" and "cause" shall be synonymous and shall mean any one or more of the following:

(1) Neglect or inattention to performance of duties of University employment, after reasonably specific written notice of such neglect or inattention has been given to the athletic staff member by the Chancellor, the Athletic Director or other authorized University administrator or supervisor, and the athletic staff member has continued such neglect or

inattention during a subsequent period of not less than ninety (90) days; provided that in cases of egregious dereliction of duties or mismanagement, which in the reasonable judgment of the Chancellor, the Athletic Director or such other administrative officer designated by the Chancellor has a substantial, serious and grave impact on the operations of the Department or the University, such notice and opportunity to cure is not required; or

(2) Material, significant or repetitive violation or breach of any governing athletic rule, any University regulation, or any state or federal law or regulation; or

(3) Conviction for violation of a criminal law (excluding minor traffic or non-criminal offenses); or

(4) Fraud or dishonesty in the performance of duties of University employment, including the theft or intentional destruction of property, including but not limited to files, data, playbooks and any electronically stored information belonging to the University; or

(5) Fraud or dishonesty in the preparation, falsification, or alteration of (1) documents or records of the University, the NCAA, or the Conference, (2) documents or records required to be prepared or maintained by law, governing athletic rules, or University regulations, or (3) other documents or records pertaining to recruitment of any student-athlete, including, without limitation, expense reports, transcripts, eligibility forms, or compliance reports; or permitting, encouraging or condoning any such fraudulent or dishonest act by any other person; or

(6) Failure to respond accurately and fully within a reasonable time to any reasonable request of inquiry relating to the performance of duties of University employment or relating to performance of duties of any prior employment at another institution of postsecondary education which shall be propounded by the University, the NCAA, the Conference, or other governing body having supervision over the intercollegiate athletics program of the University, or such other institution of postsecondary education; or which shall be required by law, governing athletic rules, or University regulations; or

(7) Counseling or instructing any coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request of inquiry concerning a matter relevant to any intercollegiate athletics program of the University or other institution of postsecondary education which shall be propounded by the University, the NCAA, the Conference, or other governing body having supervision over the intercollegiate athletics program of the University or such other institution of postsecondary education; or which shall be required by law, governing athletic rules, or University regulations; or

(8) Soliciting, placing or accepting a bet on any intercollegiate athletic contest, or permitting, encouraging, or condoning any such act by any other person; or

(9) Participating in, condoning or encouraging any illegal gambling,

bookmaking, or illegal betting involving any intercollegiate athletic or professional athletic contest, whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or

(10) Furnishing of information or data relating in any manner to football, basketball or any other sport to any individual who the athletic staff member knows or reasonably should know is a gambler, bettor or bookmaker, or an agent of any such person; or

(11) Use or consumption of alcoholic beverages in such degree as to significantly and materially impair the ability of the athletic staff member to perform his or her duties of University employment; or

(12) Sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, under circumstances where the sale, use or possession of any such item is prohibited by law or by any governing athletic rule; or

(13) Permitting, encouraging or condoning the sale, use or possession by any student of any narcotics, drugs, controlled substances, steroids or other chemicals, under circumstances where the sale, use or possession of any such item is prohibited by law or by any governing athletic rule; or

(14) Failure to fully cooperate in the enforcement and implementation of any drug testing program established by the University for student-athletes; or

(15) Subject to any right of administrative appeal within the NCAA or Conference, the making or rendition of a finding or determination by the NCAA, the Conference, or any commission, committee, council or tribunal of the same, (a) of one or more major, significant or repetitive violation of any governing athletic rule, or (b) of any such major, significant or repetitious violation by others which were permitted, encouraged or condoned by the athletic staff member, or about which violation the senior athletic staff member knew or reasonably should have known and failed to act reasonably to prevent, limit, or mitigate; or

(16) Failure to report promptly to the Athletic Director any known violation of any governing athletic rule or University regulation by an assistant coach, a student or other person under the direct control or supervision of the athletic staff member; or

(17) Failure to report accurately all sources and amounts of athletically related income as required by governing athletic rules.

(b) In lieu of termination of employment for cause, the University may suspend an athletic staff member (with or without pay) for a period not to exceed ninety (90) days for one or more of the acts or omissions representing grounds for termination of employment for cause under subsection (a) of this Section 4.

Section 5. Suspension for Criminal or Other Charges.

(a) As an alternative or supplement to any other remedies available to the University under this departmental policy, the University may suspend an athletic staff member on the following grounds:

(1) In the event of an indictment or information being filed against an athletic member charging a felony, or

(2) In the event of delivery of notice of formal inquiry or in the event of a preliminary finding by the NCAA, the Conference, or any commission, committee, council or tribunal of the same, alleging or finding one or more major, significant, or repetitive violations by the athletic staff member personally of any governing athletic rule, or such violations by other persons which were permitted, encouraged or condoned by the athletic staff member, or about which the athletic staff member had actual or constructive knowledge and failed to act reasonably to prevent, limit or mitigate.

(b) Any suspension of an athletic staff member under this Section 5 may continue until final resolution of such matter or proceeding. During such suspension, the athletic staff member shall continue to receive his or her regular University salary and benefits.

(c) Suspension of an athletic staff member under this Section 5 shall not in any manner prevent or otherwise limit the right of the University to act against the senior athletic staff member pursuant to Sections 3 or 4 of this departmental policy.

Section 6. Pre-termination Hearing.

(a) Prior to the employment of an athletic staff member being terminated for cause under this departmental policy, and except in those extraordinary situations in which it is reasonably determined that a pre-termination hearing would be seriously detrimental to the interests of the University, an athletic staff member will be given written notice of the intent of the University to terminate his or her employment for cause at least seventy-two (72) hours before the intended termination of employment. The notice of intended termination of employment shall be signed by the Athletic Director or other administrative officer as may be designated by the Chancellor, and shall set forth the reasons for termination of employment and a short explanation of the evidence which supports the intended termination of employment. Upon request, the athletic staff member shall have the right, prior to the intended termination of employment, to present a statement, either oral or written, to the Athletic Director, or such other administrative officer designated by the Chancellor, setting forth the reasons why he or she believes his or her employment should not be terminated.

(b) In those extraordinary situations where a pre-termination hearing is not possible, the Athletic Director, or such other administrative officer designated by the Chancellor, shall provide to the athletic staff member with written notice of termination of his or her employment and a short written explanation of the evidence which supports the termination decision. Such notice shall be

given to the athletic staff member as soon as possible and in no case more than forty-eight (48) hours after the time of termination of employment.

(c) The procedure described above in subsections (a) and (b) of this Section 6 shall also apply in the event of suspension of any senior athletic staff member from employment for cause.

Section 7. Post-termination Hearing.

(a) If the employment of an athletic staff member is terminated for cause under this departmental policy, the athletic staff member upon written request delivered to the Athletic Director shall have the right to a post-termination hearing within a reasonable time after termination of his or her employment.

(b) The post-termination hearing will be conducted by a panel of three academic-administrative employees of the University selected by the Chancellor. Such hearing will be reported by a qualified court reporter, and a transcript of such hearing shall be prepared, all at the expense of the University. The athletic staff member shall at his or her option have the right to have a personal attorney present at such hearing, to call witnesses on his or her behalf, and to cross-examine witnesses. The formal rules of evidence applicable in the courts of the State of Nebraska shall not be applicable in any such hearing, however, the hearing panel shall only give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent persons in the conduct of their affairs. The hearing panel may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence.

(c) After the conclusion of the hearing, the hearing panel shall promptly make a written recommendation for decision of the case to the Chancellor and provide a copy of such written recommendation to the athletic staff member. As soon thereafter as possible, the Chancellor, or his or her designated representative, shall inform the athletic staff member of the decision of the Chancellor relating to termination of the athletic staff member's employment. The decision of the Chancellor shall be final and there may be no further administrative appeal of such decision within the University of Nebraska.

(d) The procedure described in subsections (a), (b) and (c) of this Section 7 shall also apply in the event of suspension of any athletic staff member from employment for cause.

Section 8. Termination Without Cause.

The employment of any athletic staff member may be terminated at any time without cause by the University giving the athletic staff member advance notice as required by Section 4.4.1 of the Bylaws of the Board of Regents of the University of Nebraska.