

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made by and between THE BOARD OF DIRECTORS OF THE UNIVERSITY OF NEBRASKA, a public body corporate, (the "University"), and Mr. Marc Bauer (an individual ("Mr. Bauer")). This Agreement is effective as of the date upon which it is signed by Mr. Bauer and supersedes the Employment Agreement naming Mr. Bauer as Interim Director of Intercollegiate Athletics as of the effective date.

RECITALS

Whereas, the University is desirous of employing, and Mr. Bauer is desirous of being employed, effective 5/1/2019 in the capacity of Director of Intercollegiate Athletics at LINK;

Now therefore, in consideration of the foregoing, Mr. Bauer and the University agree as follows:

Section 1. Appointment. Mr. Bauer agrees effective May 1, 2019 the University hereby appoints, and Mr. Bauer accepts employment as Director of Intercollegiate Athletics at LINK with duties and responsibilities as assigned, directed and supervised by the Chancellor. Mr. Bauer's Regular Administrative appointment is subject to the Bylaws and Policies of the Board of Regents of the University of Nebraska and any and all policies and procedures established by the University of Nebraska at Kearney found at www.link.edu all of which are incorporated herein by reference.

Section 2. Payment of Salary & Benefits. The University agrees that Mr. Bauer will receive for his appointment as Director of Intercollegiate Athletics at LINK, an annual salary of \$127,000, less applicable withholding taxes and other deductions, all in accordance with the documentation on file with the University. Mr. Bauer shall be eligible to participate in the University's group-term life insurance, long-term disability insurance, and insurance benefits, in accordance with the University's programs and policies.

Section 3. Term. The Term of this Agreement shall commence on May 1, 2019. Mr. Bauer may terminate his employment hereunder at any time by providing the Chancellor 30 days written notice and the Chancellor may terminate employment at any time by providing Mr. Bauer 30 days written notice. Upon separation, any unused vacation or eligible leave accrued will be paid to Mr. Bauer in accordance with University policy.

Section 4. Release. Mr. Bauer and the University hereby agree that performance of the terms of this Employment Agreement depend upon faithful performance of the terms hereof by Mr. Bauer and the University.

Section 5. Acknowledgments:

A. Mr. Bauer acknowledges that in addition to salary and benefits defined in Section 2, he is also eligible to receive payments as follows:

- i. An annual stipend, to offset unreimbursed travel expenses in connection with the position of \$2,000 provided by the University of Nebraska Foundation.
- ii. An annual professional development stipend of \$5,000 provided by the University of Nebraska Foundation.
- iii. Mr. Bauer is not entitled to any additional or further benefits or payments from the University for his appointment as Director of Intercollegiate Athletics for the University other than those provided for by this Agreement.

B. Mr. Bauer acknowledges that the terms and conditions of this Agreement as they pertain to his appointment as Director of Intercollegiate Athletics for the University are complete and

