

EMPLOYMENT AGREEMENT

VICE CHANCELLOR, DIRECTOR OF ATHLETICS DEPARTMENT OF INTERCOLLEGIATE ATHLETICS UNIVERSITY OF NEBRASKA-OMAHA

This Employment Agreement (“Agreement”) is made and entered into by and between **The Board of Regents of the University of Nebraska**, a public body corporate, on behalf of the Department of Intercollegiate Athletics (“Department” or “Athletics”) at the University of

time-to-time during the term of this Agreement without the need for a formal, written amendment to this Agreement. Mr. Dowell shall be eligible to receive all the fringe benefits that the University offers to its academic-administrative staff members, as well as any additional fringe benefits that may be approved by the Chancellor of the University of Nebraska-Omaha (“Chancellor”). Except to the extent expressly provided otherwise within this Agreement or required by law, the University’s obligation to compensate and provide fringe benefits to Mr. Dowell shall cease immediately upon the termination of the Agreement.

3. **Performance Bonuses.** In addition to the annual salary referenced in the preceding provision, Mr. Dowell is eligible to be paid certain performance bonuses for which he qualifies based on the overall academic and/or athletic performance of the student athletes and certain sports teams within Athletics or improvements in attendance for certain athletic

be accountable directly to the Chancellor. Mr. Dowell acknowledges that, in addition to athletic achievement, the University places a high priority on the integrity of the Department and the academic progress and achievement of its student athletes, and that the University expects its

Dowell resigns prior to November 30, 2026, in order to seek or accept another position in Intercollegiate Athletics administration, the parties agree that the damages incurred by the University would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in the University's favor against Mr. Dowell as a result of his resignation in order to seek or accept other employment as an administrator in Intercollegiate Athletics, shall be strictly and solely limited to liquidated damages in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), which sum shall be paid to Athletics within sixty (60) days following the effective date of Mr. Dowell's resignation. The parties have bargained for and agreed to the forgoing liquidated damages provisions, giving consideration to the significant costs of conducting an employment search for a VCDA or Director of Athletics; the serious and substantial disruption to Athletics and the University; and the serious and substantial devotion of administrative resources in relation to a change of Athletics' leadership; all these resulting in damages extremely difficult to determine with certainty. 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 Mr. Dowell's departure for another position in Intercollegiate Athletics administration.

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

- (a) **Discipline and Termination of Employment for Cause.** The University may discipline, suspend, or terminate the employment of Mr. Dowell for cause in accordance with the Department's policy attached to and incorporated by reference into this Agreement as **Appendix B**, which has been approved by the Chancellor pursuant to Section 4.8.1 of the Bylaws. The University may amend this policy from time-to-time at its discretion, in which case the most current version of the policy will apply to and be incorporated into this Agreement. The University also may terminate Mr. Dowell's employment at any time due to the discontinuation of a program or department or due to financial exigencies, as conveyed in Sections 4.8.1, 4.17 and 4.18 of the Bylaws and the policies implementing those sections.
- (b) **Reassignment and Termination of Employment Without Cause.** Because the position of VCDA is unique and requires special skills and talents, the University may not reassign Mr. Dowell to another position without his prior written consent. The University may terminate Mr. Dowell's employment without cause by notifying him either verbally or in writing of its intent to terminate the employment relationship within a period determined by the University. Notwithstanding any provision of this Agreement to the contrary, Mr. Dowell's employment shall terminate on the date specified by the University in its notification, although the obligations regarding the payment and mitigation of liquidated damages contained within this section of the Agreement shall survive. If the University exercises its right to terminate Mr. Dowell's employment without cause, the University will continue to pay Mr. Dowell each month, as liquidated damages, his initial monthly base salary under this Agreement throughout the remainder of the period that he would have been employed under the terms of the Agreement if he had not been terminated (hereinafter "Remaining Term"), provided however, the total amount

paid to Mr. Dowell as liquidated damages under this section cannot exceed two times his initial annual base salary. The Parties have negotiated and agreed to these liquidated damages, taking into consideration a variety of factors that make the calculation of damages with any specificity uncertain and having concluded that these liquidated damages provide adequate and reasonable compensation to Mr. Dowell for any damages or injury that may be sustained as a result of the termination of this Agreement. These liquidated damages will be deemed income to Mr. Dowell for income tax purposes, and as such, all required and authorized deductions will be withheld. If the University elects to continue monthly payments to Mr. Dowell and he

Party shall be released and discharged from the Agreement without further liability to the other. This provision, however, shall not apply to any liability the University may have to Mr. Dowell under the Nebraska Worker's Compensation laws or to any benefits that he may be entitled to receive under any disability insurance coverage provided in whole or in part by the University.

14. **Non-Disparagement.** Following the cessation of his employment with the University for any reason, whether effectuated through a termination, resignation or the natural expiration of the Agreement's term, Mr. Dowell shall not make any written or oral statements to anyone disparaging, attacking, or painting in a negative light the University or any of its campuses, colleges, schools, departments, divisions, regents, faculty, staff, students, stakeholders, services, programs, athletics, or degrees.

15. **Governing Law, Venue and Severability.** The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Agreement. Any dispute arising from or related to this Agreement shall be resolved in a court, administrative body, or other forum of competent jurisdiction located within the State of Nebraska. If any portion of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Agreement.

16. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties relating to the University's employment of Mr. Dowell and supersedes all



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APPENDIX A

PERFORMANCE BONUSES

Throughout the term of this employment agreement with the University, Adrian Dowell (“Mr. Dowell”) may become eligible to receive at the end of each calendar year the following performance bonuses based on the overall academic performance, athletic performance, and fan attendance of certain teams and student athletes within the Department of Intercollegiate Athletics (“Department” or “Athletics”). Such eligibility is conditioned on all the Department’s Division I sports programs meeting and maintaining the NCAA’s minimum Academic Progress Rate required to compete in NCAA-sponsored championship events (the “Minimum APR”). In the event of a failure to meet the Minimum APR, Mr. Dowell will be ineligible to receive any performance bonus.

Any performance earned shall be paid within sixty (60) calendar days following the end of the relevant calendar year.

Academic Performance Bonus

In addition to the calculation of the Minimum APR, the University will calculate an APR two-year average for all student athletes within Athletics for the two most recently completed academic years (the “Two-Year APR”). The Two-Year APR is calculated as follows: (a) each student-athlete receiving athletically related financial aid earns one point for stay

paid attendance of 4,500 over the entire season. The University will pay Mr. Dowell a performance bonus of Ten Thousand Dollars (\$10,000.00) if, during the preceding season, the Department's men's basketball program qualifies for the annual NCAA Postseason Division I Men's Basketball Tournament.

Women's Basketball Performance Bonus

The University will pay Mr. Dowell a performance bonus of Ten Thousand Dollars (\$10,000.00) if, during the preceding season, the Department's women's basketball program averages per game paid attendance of 2,250 over the entire season. The University will pay Mr. Dowell a performance bonus of Five Thousand Dollars (\$5,000.00) if, during the preceding season, the Department's women's basketball program qualifies for the annual NCAA Postseason Division I Women's Basketball Tournament.

Volleyball Performance Bonus

The University will pay Mr. Dowell a performance bonus of Five Thousand Dollars (\$5,000.00) if, after January 1, 2023, during the preceding season, the Department's volleyball program competes in the annual NCAA Postseason Division I Volleyball Tournament.

Department Performance Bonus

For the period during which the current conference alignment remains as it exists on the execution date of this agreement, the University will pay Mr. Dowell a performance bonus of Ten Thousand Dollars (\$10,000.00) if, during the preceding academic year, Department sports teams win their respective regular season conference championships or conference championship tournaments in four (4) of the following eight (8) team sports:

Men's Hockey

Women's Volleyball

Women's Basketball

Men's Basketball

Women's Soccer

Men's Soccer

Women's Softball

Men's Baseball

out of the Athletic Staff Member's employment at the University or any prior employment as a coach at another academic institution;

- (i) Fraud or dishonesty in carrying out any duties on behalf of the University,

engage in any of the prohibited conduct identified above, or failing to take appropriate steps to prevent such action being taken by such individuals.

Typically, an Athletic Staff Member will be informed of any performance deficiencies and afforded a reasonable opportunity to rectify those deficiencies before any discipline will be imposed based on a failure to meet performance standards. The form and severity of any discipline will be determined by the University on a case-by-case basis, taking into consideration a variety of factors such as the nature and seriousness of the offense, the extent to which the conduct or behavior has been addressed previously or is repetitive, the impact that the conduct has on the University, the Department, the athletic program, and the workplace, the degree to which the conduct exposes the University to liability or reputational

