

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 teams. The amounts of any such potential bonuses and the circumstances under which such bonuses may be paid are set

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 VCDA and the coaching staffs under his supervision to continue to promote and further this priority in all Athletics programs. As the VCDA, Mr. Dowell shall possess the authority to hire, discipline, and terminate head coaches and Departmental staff under his supervision in a manner consistent with the University's employment policies and practices and subject to approval by the Chancellor. Mr. Dowell lacks any authority to engage in any dealings, transactions, or ventures of any kind with any athletic booster or booster organization, except in the ordinary course of his role as the VCDA or as may be expressly authorized in advance and in writing by the Chancellor. In addition to all other obligations contained within this Agreement, Mr. Dowell agrees to each of the following:

- (a) To adhere to the University's standards and policies for the academic performance of its student athletes in terms of the recruitment, supervision, and coaching of such athletes, as part of his recognition

anyone acting on his behalf shall engage in any discussions or negotiations with any other prospective employer without notifying and obtaining the express prior approval of the Chancellor in advance of those discussions or negotiations. Except as set forth below, Mr. Dowell shall not be required to pay any liquidated damages or penalties should he elect to resign his employment with the University prior to the completion of this Agreement's stated term. In the event that Mr. Dowell resigns prior to November 30, 2028, 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 THIRTY-SEVEN THOUSAND DOLLARS (\$137,000.00) during the tenure of the current Chancellor, Dr. Joanne Li, which sum shall be paid to Athletics within sixty (60) days following the effective date of Mr. Dowell's resignation. In the event that Mr. Dowell resigns at any point following the cessation of Chancellor Li's employment with the University, liquidated damages shall be strictly and solely limited to the amount of SIXTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$68,500), 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;

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 should die during the Remaining Term, the University's obligation to pay any further installments shall cease on the last day of the month in which he died. The University's obligation to pay liquidated damages shall be subject to and conditioned upon the receipt of a Release Agreement, in a form satisfactory to the University, signed by Mr. Dowell which waives and releases the University, as well as all its Regents, administrators, faculty, staff, employees, representatives, and agents from any and all claims or causes of action of any kind, whether known or unknown, arising out of or related to the termination of his employment, including without limitation any claims for any income or other benefits tied to Mr. Dowell's employment.

- (c) **Mitigation of Damages.** Mr. Dowell shall have a duty to mitigate any damages that he may sustain or incur based upon the termination of his employment, with or without cause, including without limitation any liquidated damages, by using his best efforts to actively seek and obtain comparable employment within a reasonable period following that termination. Mr. Dowell shall not structure nor time compensation in any new employment in a manner to avoid mitigation. Mr. Dowell shall provide the University on an ongoing basis with information relating to the efforts undertaken by him to secure other employment and shall respond to any inquiries that the University may make relating to those efforts. If he secures other employment during the Remaining Term, Mr. Dowell shall immediately share with the University in writing a description of the new position and the total compensation that will be paid to him in that position. If the compensation earned in the new position is less than what he would have earned from the University during the Remaining Term, the University will be obligated to pay Mr. Dowell each month only the difference between his initial monthly salary and the

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. Moreover, Mr. Dowell shall not be eligible to receive a bonus if he is in breach or violation of any terms of his written employment agreement with the University or if he is not in conformance with any of the by-laws, rules, regulations, or policies of the University of Nebraska. In the absence of any such breach or violation, Mr. Dowell is eligible to receive the bonuses described within this appendix. Any performance earned shall be paid within sixty (60) calendar days following the end of the relevant calendar year.

Upon execution of this agreement, Mr. Dowell will be entitled to receive a bonus of Ten Thousand Dollars (\$10,000.00) which will satisfy any obligation of the University to pay a Department Performance Bonus for the 2023-2024 academic year, during the 2024 calendar year, based on Department sports teams winning their respective regular season conference championships or conference championship tournaments in four (4) of eight (8) team sports during the 2023-2024 academic 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 staying in school and one point for being academically eligible and (b) the Department’s total points are divided by points possible and then multiplied by 1,000 to equal the Department’s Two-Year APR. If the Department’s two-year APR exceeds 970, or the Department’s Graduation Success Rate shall equal or exceed 80%, Mr. Dowell will be eligible to receive a bonus in the amount of Ten Thousand Dollars (\$10,000.00). In the event the Department’s Two-Year APR exceeds 970, and the Department’s Graduation Success Rate shall equal or exceed 80%, Mr. Dowell will be eligible to receive only a single payment of a bonus in the amount of Ten Thousand Dollars (\$10,000.00). Department’s Graduation Success Rate shall mean _____.

Team Success 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 Five Thousand Dollars (\$5,000.00) if, during the preceding academic year, any Department Sports Team wins their respective regular season conference championships or conference championship tournaments or is invited to the annual NCAA Postseason Championship Tournament. Such a bonus shall be cumulative in that Mr. Dowell shall be entitled to a performance bonus of Five Thousand Dollars (\$5,000.00) for each such Department Sports Team that wins their respective regular season conference championships or conference championship tournaments or is invited to the annual NCAA Postseason Championship Tournament. However, in the event a single Department Sports Team that wins their respective regular season conference championships and/or their conference championship tournaments and/or is invited to the annual NCAA Postseason Championship Tournament, Mr. Dowell will be eligible to receive only a single payment of a bonus in the amount of Five Thousand Dollars (\$5,000.00).

The University will pay Mr. Dowell a performance bonus of One Thousand Dollars (\$1,000.00) for each win recorded by a Department Sports Team in the applicable annual NCAA Postseason Championship Tournament, during the preceding academic year.

Department Sports Team shall mean one 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

to recruits and student-athletes. Recognizing that the primary mission of the University is to serve as an institution of higher education, Athletic Staff Members are expected to fully cooperate with the University's faculty and administrators in encouraging and promoting the academic pursuits of student-athletes and to take all necessary steps to safeguard and promote the physical and mental well-being of student-athletes. For those Athletic Staff Members who supervise other staff or students, those members also shall take all necessary steps to ensure that those under their supervision adhere to these standards.

3. **Disciplinary Action for Cause.** The University may discipline any Athletic Staff

- (r) Furnishing information or data regarding any of the University's athletics programs to any individual that the Athletic Staff Member knows, or reasonably should know, is involved in or tied to illegal gambling;
- (s) Failing to immediately report any possible or known violation of any governing athletic rule or University policy or practice by a coach, a student or other person under the direct control or supervision of the Athletic Staff Member;
- (t) Failing to accurately report all sources and amounts of income generated from athletics-related activities, as required by the governing athletic rules; or
- (u) Allowing, permitting, or encouraging any assistant coach, student or other person under the direct control or supervision of the Athletic Staff Member to 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

disciplinary or other action against any other Athletic Staff Members who were responsible for supervising the Athletic Staff Member on administrative leave.

5. **Notice.** Except in those situations in which the University has determined that advance notice would be detrimental to the University's interests, an administrative officer designated by the University's Chancellor will notify the Athletic Staff Member of the University's intent to suspend or terminate that member's employment for cause at least seventy-two (72) hours in advance of that employment action. The notice will identify the reasons for the intended action, along with a brief summary of the underlying facts. Prior to the intended action being taken, the Athletic Staff Member may submit a written statement to an administrative officer designated by the Chancellor, setting forth reasons why the intended employment action should not be taken. If advance notice is not provided, the administrative officer designated by the University's Chancellor will inform the Athletic Staff Member of the employment action taken, along with the reasons and a brief statement of the underlying facts, within at least forty-eight (48) hours after the suspension or termination for cause is imposed.

6. **Post-Hearing.** An Athletic Staff Member who is suspended or terminated for cause may submit a written request for a post-hearing to the Chancellor within fifteen (15) calendar days following the effective date of the suspension or termination. The hearing will be conducted by a panel of three academic-administrative University employees selected by the Chancellor and will be transcribed by a court reporter, who will prepare a transcript of the hearing at the University's expense. The Athletic Staff Member shall have the option of being represented by a personal attorney at the hearing and shall have the ability to present testimony, to call witnesses, and to cross-examination. Although the formal rules of evidence will not be adhered to at the hearing, the panel may exclude any testimony or evidence that