

**DIRECTOR OF INTERCOLLEGIATE ATHLETICS
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
UNIVERSITY OF NEBRASKA-LINCOLN**

This Employment Agreement ("Agreement") is made and entered into by and between the **Board of Regents of the University of Nebraska** ("University") and _____ ("Employee").

7.

University's obligation to compensate and provide fringe benefits to Mr. Dannen shall cease immediately upon the termination of the Agreement.

Contract Year

Base Salary

Effective Date through March 31, 2025	\$1,600,000
April 1, 2025 through March 31, 2026	\$1,700,000
April 1, 2026 through March 31, 2027	\$1,800,000
April 1, 2027 through March 31, 2028	\$1,900,000
April 1, 2028 through March 31, 2029	\$2,000,000
April 1, 2029 through March 31, 2030	\$2,100,000

Prof. Dr. Dan Dannen

academic and athletic performance of the student athletes and the sports teams within Athletics. The

the applicable milestone date. The Parties further agree that the retention bonuses shall be paid only at a specified time and that the form and timing of the payment of that bonus may not be accelerated, delayed, ~~or otherwise modified, except as otherwise provided for in Code Section 409A.~~ Because the payment of

each retention bonus constitutes income to Mr. Dannen, the University shall withhold all necessary deductions from each bonus payment.

~~6. **Payment of Contract Termination Expenses.** The University acknowledges that a reasonable~~

(a) Mr. Dannen shall not engage in any activity outside the University for which he receives any form of remuneration based in whole or in part upon his status as the Athletic Director

limitation to all endorsements and similar affiliations between the Athletic Director and any business, product, service, or event, regardless of whether for a commercial or

(f) To perform all other duties that may be reasonably assigned, and adhere to all reasonable

directives that may be issued, from time-to-time by the President or other authorized University officials to benefit the University, Athletics and their respective programs and missions, including without limitation radio appearances, appearances on Athletics' HuskerVision Television produced coaches shows, and other sponsorship/development support. (A current copy of the Department's Policy on HuskerVision Television Productions is attached to this Agreement as **Appendix B** and is incorporated, as it may be modified from time-to-time, herein by this reference.)

12. **Strict Compliance with all Applicable Laws, Rules and Regulations.** Mr. Dannen shall perform the duties of the Athletic Director in strict compliance with (a) the constitution, bylaws, rules and regulations of the NCAA, (b) the rules and regulations of the Big Ten Conference or any successor athletic conference of which the University is a member, (c) all applicable rules and regulations of the University, (d) the rules and regulations of any successor organizations to those named above, and (e) all applicable federal, state and municipal laws (hereinafter collectively referred to as "Applicable Rules"). The University may place Mr. Dannen on administrative leave pending an investigation into any allegations that

he has violated any of the Applicable Rules. If an investigation reveals that that Mr. Dannen has violated any of the Applicable Rules, either during or preceding his employment with the University, the University may take disciplinary or corrective action against him, including without limitation suspension without pay for up to sixty (60) days or termination of employment.

13. **University Property.** All property that is provided to, or developed or acquired by, Mr. Dannen as part of or in conjunction with Mr. Dannen's employment by the University, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of the University. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Mr. Dannen may have access to or come into possession of during employment. Excluded from this provision are Mr. Dannen's personal notes, personal playbooks, memorabilia, diaries and other personal records, which Mr. Dannen may retain. Mr. Dannen shall be required to return to the University all University property remaining in Mr. Dannen's possession within ten (10) calendar days following the termination or cessation of Mr. Dannen's employment with the University, for any reason.

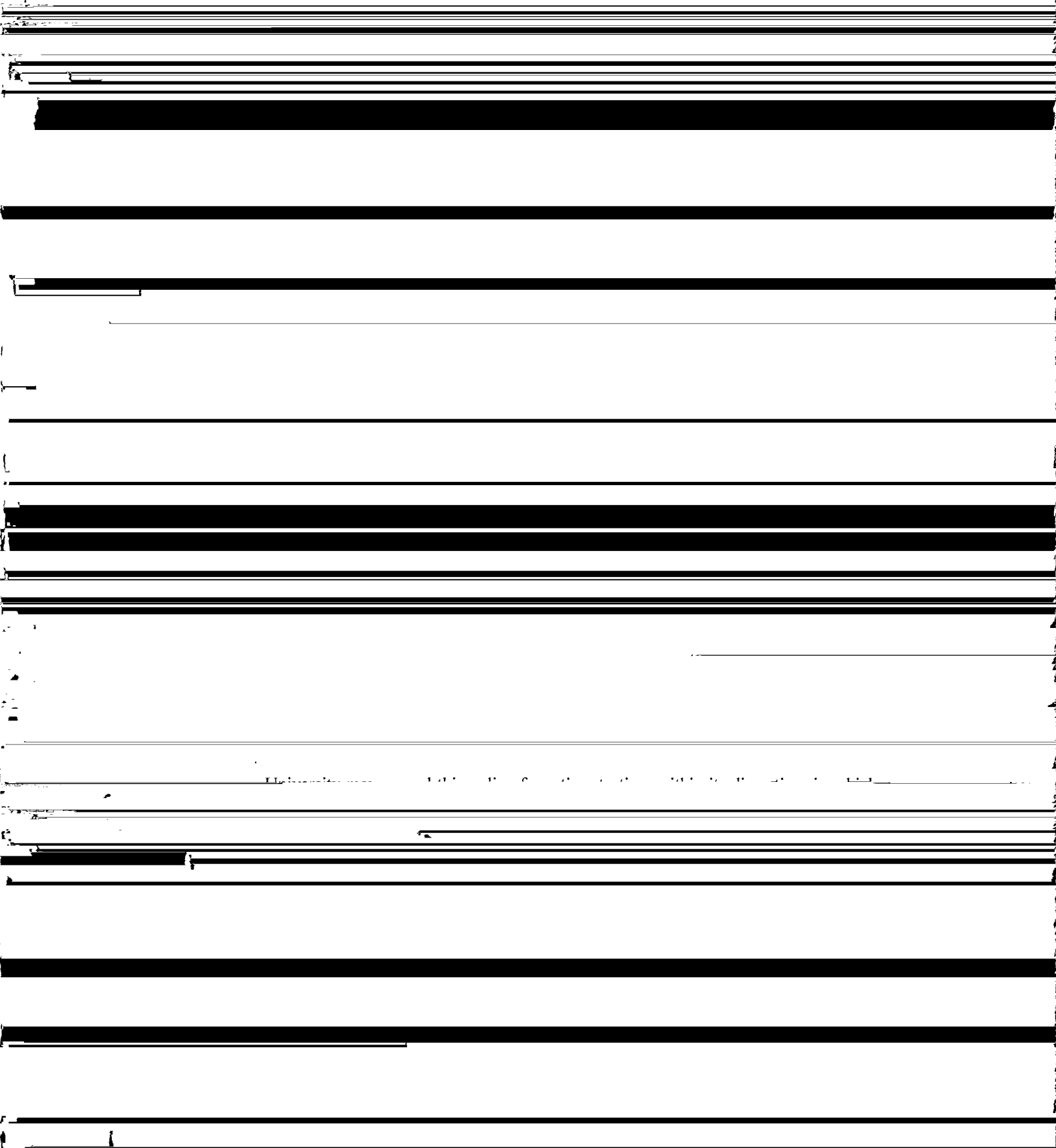
16 Resignation and Pursuit of Other Employment

- (a) Unless Mr. Dannen has been provided a notice of termination in accordance with the other provisions of this Agreement, neither Mr. Dannen nor anyone acting on Mr. Dannen's behalf shall engage in any discussions or negotiations with any other prospective employer ~~without notifying the President in advance of these discussions or negotiations. Mr.~~

Dannen understands that on-going rumors or media reports of such negotiations are damaging to the Department and the University and the Parties expressly agree that time is of the essence as to this provision and the same shall be strictly construed.

- (b) If Mr. Dannen resigns prior to the completion of the Term, the University will incur ~~the cost of the University's search for a replacement for Mr. Dannen.~~

Department's policy attached to and incorporated by reference into this Agreement as



termination and ending on the last day of the scheduled term hereof. Tax withholding and reporting relating to the payments described in Section 17(b)(iii) shall be made in accordance with the applicable provisions of the Internal Revenue Code.

- iv. If it is reasonably determined by the University, after discussion with Mr. Dannen and his advisors, that some or all of the monthly payments to be made to Mr. Dannen pursuant to Section 17(b)(iii) will be taxable to Mr. Dannen prior to their scheduled payment dates, then, on the last day of the third month after the date of termination





the University's agreement to pay these Post-termination Payments. Mr. Dannen will

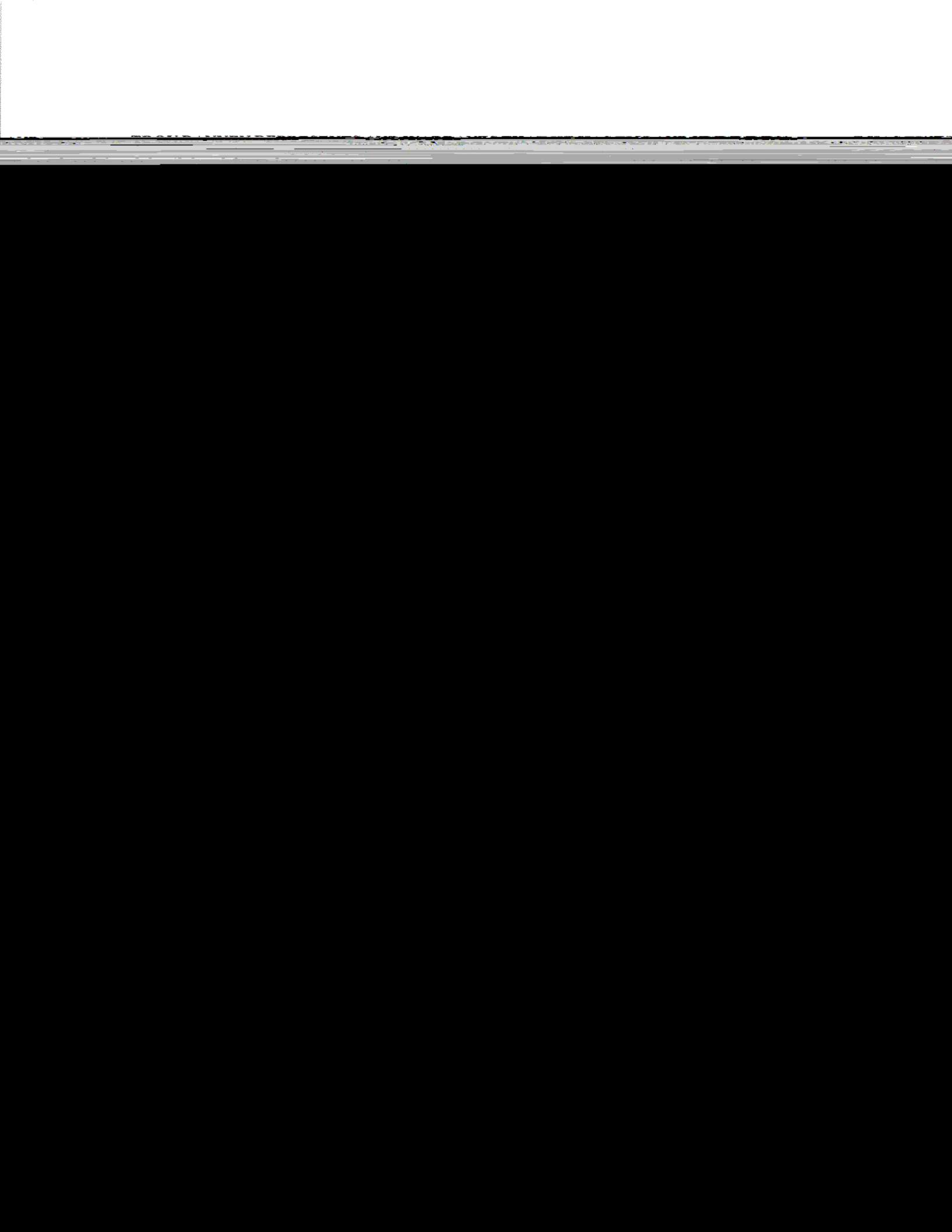
(2) The present value of the difference between the total amount owed by the University to Mr. Dannen during the Remaining Term and the amount that Mr. Dannen is calculated to earn during that same time period through his new

employment, calculated based on the timing of such payments and using the 3-year Treasury Constant Maturity Rate, will be paid to Mr. Dannen in a lump sum payment, which will be treated as income to Mr. Dannen for income tax purposes and will be subject to all applicable withholdings.

Mr. Dannen agrees that, to the extent permitted by applicable law, the University reserves the right to reduce the Post-termination Payments due and owing if the amount of compensation received by Mr. Dannen in his subsequent employment or engagement ~~is~~ is ~~greater than~~ is ~~the amount of~~ the amount of ~~the Post-termination Payments~~ the Post-termination Payments ~~due and owing to Mr. Dannen by the University.~~

and perquisites provided herein and that Mr. Dannen is personally responsible for any and all such taxes.

effects of this Agreement. The University encourages Mr. Dannen and Mr. Dannen's beneficiaries to consult with their own tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Section 409A and 457(f) of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent. Any reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A of the Internal Revenue Code, including, where applicable, the requirements that



APPENDIX A

EXCEPTIONAL PERFORMANCE BONUS POLICY

Beginning with the 2024-2025 academic year and throughout the term of this employment agreement with the University, Troy Dannen ("Mr. Dannen") shall be eligible to receive at the end of each calendar year the following performance bonuses based on the overall academic and athletic performance of the 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 within Athletics meeting or achieving the NCAA's minimum Academic Progress Rate ("APR"). The NCAA currently requires teams to achieve a four-year average APR of 930 to compete in championships. Such bonuses, if earned, shall be paid within sixty (60) calendar days following the end of the relevant calendar year.

Academic Performance Bonus

The University will calculate an overall NCAA Academic Progress Rate ("APR") two-year average for all student athletes within Athletics based on the two most recently completed academic years. The APR is calculated as follows: (a) each student-athlete receiving athletically related financial aid earns one point for

Football Performance Bonus

The University will pay Mr. Dannen a performance bonus of one hundred thousand dollars (\$100,000.00) if, during the preceding football season, the Department's football program won the Big Ten Championship. The University will pay Mr. Dannen a performance bonus of one hundred fifty thousand dollars (\$150,000.00) if, during the preceding football season, the Department's football program won the College Football Playoff (National Championship).

APPENDIX B

**DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
POLICY ON HUSKERVISION TELEVISION PROGRAMMING**

HuskerVision, a division of the University of Nebraska-Lincoln Department of Intercollegiate Athletics

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**

The Chancellor for the University of Nebraska-Lincoln has approved the following policy for the Department of Intercollegiate Athletics, entitled "Standards of Professional Performance for Athletic

who engages in misconduct or who fails to meet the University's expected performance standards, or

(k) Fraud or dishonesty in carrying out any duties on behalf of the University, including without limitation submitting false, fabricated, misleading or altered statements, reports, records or other documents to the University, the NCAA Athletic

Conference, other governing bodies, or governmental agencies (such as any documents relating to the recruitment of student athletes or any documents required to be

or reputational harm, and the impact that the conduct has on the physical and mental well-being of

Staff Member, ranging from a verbal reminder to the termination of employment, and is not required to impose discipline in a progressive manner. If the University elects to suspend an Athletic Staff

7. **Termination Without Cause.** The University may terminate the employment of any Athletic Staff Member without cause by providing that member with the notice required under Section 4.4.1

of the Bylaws of the Board of Regents of the University of Nebraska.