

## EMPLOYMENT AGREEMENT -- 2012

### University of Wyoming Head Football Coach

**THIS *Employment Agreement 2012*** is made and entered into on this 20<sup>th</sup> day of December, 2011 between the University of Wyoming (the University) and Dave Christensen (the Employee).

**WHEREAS** the Parties intend that this *Employment Agreement – 2012* will supersede any previous Employment Agreements or Amendments. Any terms from previous Employment Agreements and Amendments that are not included in this *Employment Agreement – 2012* shall be null and void.

**WHEREAS**, the University desires to enter into *Employment Agreement – 2012* to designate Employee to serve as its Head Football Coach;

**WHEREAS**, Employee desires to serve as Head Football Coach under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, it is agreed as follows:

1. **Appointment:** Employee is appointed as Head Football Coach for a period of five years from January 1, 2012 through December 31, 2016.
2. **Salary:** The University will pay Employee an initial base salary at the rate of \$190,008 annually (such amount plus any future salary improvements as set forth below, hereafter the "**Base Salary**") payable in twelve equal installments. Future salary improvements will be determined in accordance with applicable Trustee policies. Employee will receive an annual vacation entitlement of twenty-two (22) working days, accrued at the rate of 1.834 days per month of service. He will receive sick leave and other employee benefits, for which he is eligible and chooses to participate, according to Trustee and University Regulations; provided, however, that Employee will be eligible to participate in any and all employee benefit plans and policies from time to time in effect for professional employees of the University generally (on the same terms as such other professional employees). The University's contributions to Employee's benefits under this section will be consistent with University-provided contributions to all professional benefited employees, with contributions and benefit amounts based upon Base Salary where relevant.
3. **Additional Guaranteed Annual Compensation and Incentive Compensation:** During the term of Employee's appointment as Head Football Coach, Employee shall receive from other than State general revenue funds, in addition to the Base Salary, annual guaranteed compensation (the "**Guaranteed Annual Compensation**") and incentive payments. The Guaranteed Annual Compensation will be paid in twelve equal installments on a monthly basis. The Guaranteed Annual Compensation and the incentive compensation shall not be recognized as eligible compensation for purposes of participation in the Wyoming State

Retirement System or TIAA-CREF. The services rendered and Guaranteed Annual Compensation and incentive compensation for these services are as follows:

A. **Guaranteed Annual Compensation:** During the term of Employee's appointment as Head Football Coach, The University of Wyoming Department of Athletics will be responsible to pay (other than through State general revenue funds), an amount of \$1,009, 992.00 annually in addition to the base salary. The Employee shall be responsible for the following obligations upon reasonable request which shall be considered reasonable if Employee is notified 14 days prior to the requested appearance and request does not unduly interfere with Employee's coaching responsibilities

(1). A **MINIMUM** of 10 Cowboy Joe Club appearances upon recommendation from the Cowboy Joe Club and approved by the Athletic Director;

(2). A **MINIMUM** of 12 marketing appearances as approved by the Athletic Director

(3). A **MINIMUM** of 1 annual appearance at the request of the President of the University of Wyoming Foundation

(4). A **MINIMUM** of 12 Radio show appearances (In-season only) unless pre-approved by the Athletic Director.

In the event the Employee is not reasonably requested to perform the minimum number of appearances outlined above (1-4), the failure to meet the minimum number of appearances shall not result in a reduction of the Guaranteed Annual Compensation.

B. **Benefits to the Program:** During the term of Employee's appointment as Head Football Coach, the Employee will have discretion to allocate \$50,000 annually in the football operating budget, to be spent on benefits to the football program based upon approval of the Athletic Director which shall not be unreasonably withheld. Nothing in this paragraph shall be deemed to obligate or create a cumulative increase in the annual football operating budget.

C. **Incentive Compensation for Academic Performance Goals:**  
GPA Rates (Not cumulative)

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|--|----------|
| (1). Cumulative team GPA greater than or equal to 2.80 | \$25,000 |
| (2). Cumulative team GPA between a 2.6 and 2.79        | \$15,000 |
| (3). Cumulative team GPA between a 2.40 and 2.59       | \$7,500  |

For purposes of this incentive the following provisions apply:

1. The "team" shall be defined as the official squad list that is sent to the MWC prior to the 1<sup>st</sup> date of competition.
2. The cumulative "team" GPA shall be calculated at the end of the full academic year including summer.
3. The cumulative "team" GPA shall be calculated by the Athletic Office of Academic Support.

Any incentive compensation for achieving academic performance goals that is earned by Employee will be paid to Employee by the University within thirty (30) days following the end of the full academic year including summer.

**D. Additional Benefits:**

- (1). Use of vehicle provided by University with auto insurance in accordance with Cowboy Joe Club and University vehicle policy.
- (2). Twelve season tickets for football.
- (3). Four season tickets for men's basketball.
- (4). Four season tickets for women's basketball.
- (5). Four season tickets for all other sports.
- (6). Twelve tickets for any bowl game in which the football team is competing.
- (7). Membership in the Cheyenne Country Club.
- (8). Cell phone /or BlackBerry reimbursement according to the University's cell phone policy for Employee.

It is understood that none of the cost of the additional benefits provided for in this Section 4 shall come out of the budget of the football program except the cell phone/BlackBerry reimbursement.

4. **Additional Outside Compensation:** In addition to the Base Salary, Guaranteed Annual Compensation and incentive compensation, the University recognizes that the Head Football Coach has the opportunity to receive additional income from outside sources such as, but not limited to: shoe, apparel, equipment, independent speaking engagements, and football camps and clinics. In accordance with NCAA and

University policies, all agreements for such additional compensation must be submitted for prior written approval by the Athletic Director, with the concurrence by the President of the University, which, in either case, shall not be unreasonably withheld, and kept on file in the office of the Athletic Director or his/her Designee. Any additional compensation must be reported on NCAA Outside Income Forms per NCAA regulations.

5. **Student-Athlete Eligibility:** Employee and the University recognize that a student-athlete may be declared not eligible for competition for academic reasons, because the University believes he would not be an appropriate representative of the University, as a disciplinary sanction under University's disciplinary rules, or because the University believes that he is not eligible according to the rules for athletic competition specified by the Mountain West Conference (MWC) or any other athletic conference of which University is a member, or by the NCAA, or for similar reasons. This decision may be made either by the Employee, the Athletic Director, or the President of the University. In no event shall such an action taken by the University or Employee be considered a breach of this Agreement. Any violation by student-athletes of the University's academic or disciplinary rules and regulations shall be addressed in accordance with those policies.
6. **Compliance with Rules and Regulations:** If the Employee violates any applicable regulation of the MWC or NCAA, the University or its Board of Trustees, he may be subject to appropriate corrective or disciplinary action, up to and including suspension with or without pay, as reasonably determined by the Athletic Director.
7. **Renewal or Extension of Employee's Services:** Any renewal, extension or modification of this contract must be approved by the Athletic Director with the concurrence of the President of the University and Employee. If the Agreement is not renewed, the Employee is responsible for returning all University equipment upon written request including, but not limited to: vehicles, keys, laptop computers, parking permits, and any other University-owned items for which the Employee may be responsible. The University will designate in writing the time and location for the return of all University property.
8. **Termination of Appointment:** If not renewed, Employee's appointment as Head Football Coach will end at the conclusion of the stated period of this Agreement.
  - A. During the term of this Agreement, Employee shall not accept other positions without prior notice to the Athletic Director.
  - B. In the event Employee terminates this Agreement to accept employment in intercollegiate athletics or professional sports on or before the dates outlined below, Employee shall owe the University the following liquidated damages (the "University Liquidated Damages"):
    - July 1, 2012 - \$650,000
    - July 1, 2013 - \$500,000
    - July 1, 2014 - \$350,000
    - July 1, 2015 - \$100,000

Employee may terminate this Agreement for any other reason without payment of University Liquidated Damages, or any other amounts, provided Employee does not accept employment in organized sports at the intercollegiate or professional level for a period of one (1) year following that date of such termination. The Athletic Director, with the concurrence of the President of the University, may waive or reduce the University Liquidated Damages. All supplemental compensation, incentive supplements, awards, and any other additional compensation conferred by virtue of his University employment will terminate upon the date of separation of Employee from University, except to the extent such payments, award or benefits have been earned but not yet paid.

- C. The Athletic Director with the concurrence of the President of the University may terminate Employee's appointment upon written notice to Employee for any of the following reasons:

(1). Conduct unbecoming of a member of the University athletic staff or which brings discredit to the University and causes serious harm to the University as reasonably determined by the University; mental or physical inability to perform duties (with or without the provision of any reasonable accommodation), where such inability lasts for longer than six (6) months; acts of serious insubordination, as reasonably determined by the University, to any superior University officials; act of serious malfeasance, misfeasance, or nonfeasance, as determined by the University, in the performance of Employee's duties and responsibilities to the University; deliberate and serious or repetitive violations of any institutional regulations, policies or procedures; or major or repetitive conference or NCAA violations. If the Employee is found in violation of NCAA regulations by the University, the Employee shall also be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

(2). Engaging in any businesses of a similar nature without receiving prior written approval of the Athletic Director which shall not be unreasonably withheld, with the concurrence of the President of the University.

Such termination shall include the immediate termination of all Base Salary payments, Guaranteed Annual Compensation, incentive compensation, awards and benefits due under the remaining term of this Agreement, except to the extent such payments, award or benefits have been earned but not yet paid. Any other additional compensation conferred by virtue of Employee's University employment will be discontinued at time of termination.

- D. If in the judgment of the Athletic Director, with the concurrence of the President of the University, the best interests of the University would be served by terminating Employee's appointment prior to the ending date of the Initial Term or any Renewal Term, for reasons other than those set out in Paragraphs 8 C (1)

and (2), such termination may be effected immediately upon written notice to Employee. If Employee's employment is terminated in accordance with this Paragraph 8 (D), the University's liability for any damages or payments shall be limited to Employee's then-current Base Salary for the remainder of the Term (the "Employee Liquidated Damages").

E. Employee Liquidated Damages shall be paid by the University as follows: one-half of the Employee Liquidated Damages shall be paid on the first business day following the date of termination and the other one-half of the Employee Liquidated Damages shall be paid 30 calendar days after the date of termination. In the event of termination of this Agreement for any reason, payment for earned but unpaid Base Salary, Guaranteed Annual Compensation, incentive compensation and other compensation or benefits shall be made not less than three business days following the date of termination or resignation, and not more than 30 calendar days following the date of termination or resignation.

F. All Guaranteed Annual Compensation and incentive compensation, awards and any additional compensation conferred by virtue of Employee's University employment will (except to the extent already earned) be discontinued at time of termination of employment except as otherwise provided herein. As soon as the employee's resignation or termination is made, he will reasonably cooperate to insure that a smooth transition, in the best interest of the University, is made to his successor. Upon written request, the Employee will return any courtesy vehicle(s) provided at a time and place determined by the University. Employee will terminate any non-University employment contracts or benefits which he received solely by virtue of his University employment, in accordance with the terms of such contracts or benefits. On the effective date of the resignation or termination, the Employee will cease being a University employee and no longer be eligible for benefits as a University employee or under the Parties' Agreement (except under the federal law known as "COBRA").


9. **Sovereign Immunity:** The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
10. **Governing Law:** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
11. **Equal Employment:** The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment on the basis of their

demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, religion, sexual orientation, political belief, age, veteran status, or disability.

By their signatures below, the Parties acknowledge that this represents their agreement to the terms of this Agreement and that each is legally authorized to enter into this Agreement.

**THE UNIVERSITY**

Recommended by:  Date: 1/11/12  
Thomas K. Burman  
Athletic Director

Approved by:  Date: 1/12/12  
Dr. Thomas Buchanan  
President

**THE EMPLOYEE**

Approved by:  Date: 1/11/12  
Dave Christensen

