

**AMENDED AND RESTATED
UNIVERSITY OF WYOMING HEAD FOOTBALL COACH
EMPLOYMENT AGREEMENT**

This Amended and Restated University of Wyoming Head Football Coach Employment Agreement is made and entered into on this 2nd day of December 2016, by and between the University of Wyoming (hereinafter the "University") and Craig P. Bohl (hereinafter the "Employee") (hereinafter "Employment Agreement"). The University and Employee shall be collectively referred to as the "Parties."

WHEREAS, the Parties entered into that certain Employment Agreement dated December 6, 2013 (hereinafter "Original Agreement") which, among other matters, appointed Employee as Head Football Coach;

WHEREAS, the Parties mutually desire to amend, restate and supersede the Original Agreement in its entirety with this Employment Agreement to be effective for the period(s) of appointment of the Employee as Head Football Coach commencing January 1, 2017 (hereinafter "Effective Date") and ending on December 31, 2023; and

WHEREAS, the Parties will continue to be subject to the terms and conditions of the Original Agreement for the periods of appointment occurring prior to the Effective Date.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Appointment: Employee is appointed as Head Football Coach for a period of seven (7) years commencing on January 1, 2017 through December 31, 2023 (hereinafter "Period of Appointment").
2. Salary: The University shall pay Employee an annual base salary (hereinafter the "Base Salary") payable in twelve (12) equal installments during the Period of Appointment as follows:

<u>Period of Appointment</u>	<u>Base Salary</u>
Year 1: January 1, 2017 – December 31, 2017	\$300,000
Year 2: January 1, 2018 – December 31, 2018	\$300,000
Year 3: January 1, 2019 – December 31, 2019	\$300,000
Year 4: January 1, 2020 – December 31, 2020	\$350,000
Year 5: January 1, 2021 – December 31, 2021	\$350,000
Year 6: January 1, 2022 – December 31, 2022	\$350,000
Year 7: January 1, 2023 – December 31, 2023	\$400,000

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. Employee will receive sick leave and other employee benefits, for which Employee 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 applicable.

3. Additional Guaranteed Annual Compensation: During the term of Employee's appointment as Head Football Coach, Employee shall receive (from non- State funds), in addition to the Base Salary, annual guaranteed compensation (hereinafter the "Guaranteed Annual Compensation") at the rates specified in this Section. The Guaranteed Annual Compensation will be earned and payable in twelve (12) equal installments on a monthly basis. The Guaranteed Annual Compensation shall not be recognized as eligible compensation for purposes of participation in the Wyoming State Retirement System or TIAA-CREF.

The rate for the Guaranteed Annual Compensation shall be as follows:

- a. For the calendar year commencing January 1, 2017-\$1,100,000
- b. For the calendar year commencing January 1, 2018-\$1,100,000
- c. For the calendar year commencing January 1, 2019-\$1,200,000
- d. For the calendar year commencing January 1, 2020-\$1,150,000
- e. For the calendar year commencing January 1, 2021-\$1,250,000
- f. For the calendar year commencing January 1, 2022-\$1,250,000
- g. For the calendar year commencing January 1, 2023-\$1,300,000

In consideration for this additional compensation, the Employee shall be responsible for the following obligations if the University requests and gives notice fourteen (14) days prior to the requested appearance and the request does not unduly interfere with Employee's coaching responsibilities:

- (1) A MINIMUM of ten (10) media and public relations appearances upon recommendation from the Associate Athletic Director for Media and Public Relations and approved by the Athletic Director;
- (2) A MINIMUM of fifteen (15) marketing appearances as approved by the Athletic Director;
- (3) A MINIMUM of one (1) annual appearance at the request of the President of the University of Wyoming Foundation; and
- (4) A MINIMUM of twelve (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 (Subparagraphs 1-4), the failure to meet the minimum number of appearances shall not result in a reduction of the Guaranteed Annual Compensation.

4. Incentive Compensation: During the term of Employee's appointment as Head Football Coach, Employee shall receive, in addition to the Base Salary and Guaranteed Annual Compensation, the incentive compensation payments specified in this Section. The incentive compensation shall not be recognized as eligible compensation for purposes of participation in the Wyoming State Retirement System or TIAA-CREF. These payments shall be provided through non-State funds. As used in this Agreement, "non-State Funds" means all sources of revenue used to fund the operations of the University's Department of Intercollegiate Athletics other than State appropriations to the University, including but not limited to, revenues generated by the Department of Intercollegiate Athletics, other University operating funds provided to the Department, and private support.

I. In-Season and Post Season Incentive Fees-Tier 1

- A. Mountain West Conference (MWC) regular season victories: \$50,000 when the Employee as Head Football Coach wins five (5) MWC regular season games payable not later than January 31 of the succeeding calendar year. The terms "regular season" for the purposes of this Agreement do not include the MWC championship game or post season bowl games.
- B. Season Ticket Incentives: For season tickets sold at full price as established by the University, payable not later than January 31 of the succeeding calendar year.)
(Compensation levels are not cumulative)

(1) Under 5,000 tickets sold/year	\$0
(2) 5,000 to 5,999 tickets sold /year	\$20,000
(3) 6,000 to 6,999 tickets sold/year	\$30,000
(4) 7,000 to 7,999 tickets sold/year	\$40,000
(5) 8,000 to 8,999 tickets sold/year	\$60,000
(6) 9,000 to 9,999 tickets sold/year	\$80,000
(7) 10,000 or more tickets sold/year	\$100,000

- C. Incentive Compensation for Academic Performance Goals:
(Compensation levels are not cumulative)

(1) Cumulative team GPA greater than or equal to 2.80	\$100,000
(2) Cumulative team GPA between a 2.70 and 2.79	\$75,000
(3) Cumulative team GPA between a 2.50 and 2.69	\$50,000
(4) Cumulative team GPA under 2.50	\$0

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 first date of competition; (2) the cumulative "team" GPA shall be calculated at the end of the full

academic year including summer using the method outlined below which is identical to University practices for determining incentives of this type for other head coaches; and (3) the cumulative "team" GPA shall be calculated by the University Athletic Office of Academic Support.

Calculation Method:

The GPA shall be calculated at the end of the full academic year including the following summer. For example, when calculating the annual "team" GPA for the 2016-2017 academic year, the fall 2016, spring 2017 and summer 2017 term GPAs will be utilized. *The exception to this rule will be that the summer term prior to the academic year will be included in the calculation for any newcomers (including those newcomers receiving an athletic scholarship and those not receiving an athletic scholarship) who took summer school prior to initial enrollment. Thus, when calculating the annual "team" GPA for the 2016-2017 academic year, the summer 2016 (only for newcomers taking summer school prior to initial enrollment), the fall 2016, spring 2017 and summer 2017 term GPAs will be utilized. The annual "team" GPA will be calculated using the Quality (GPA) Hours and Quality Points earned for each term as outlined above.

Any incentive compensation for achieving academic performance goals that is earned by Employee under this Paragraph 4.C. will be paid to Employee by the University by October 1 following the end of the full academic year.

II. In-Season and Post Season Incentive Fees-Tier II:

- A. Outright MWC Division Champion: \$50,000 (#Co-Championship earns no incentive compensation award)
- B. Regular Season Victory over Power Five (P5)/Autonomous 5 (A5) Conference Member: \$100,000 per win in regular season. The parties further acknowledge that the conferences that comprise the P5/A5 could change and that member schools of the individual conferences comprising the P5/A5 could change. The composition of the P5/A5 on the first week of the college football season for each calendar year of the term of this Restated Employment Agreement shall control for the purpose determining whether a University of Wyoming football opponent is a member of the P5/A5. This incentive applies to games played during the regular season and not post season games. This incentive does not impair the final authority of the Athletic Director under Paragraph 7A to schedule football game opponents.
- C. Post Season Bowl Game Selection: One month (1) current Base Salary. Payment shall be made from resources of the Cowboy Joe Club ("CJC") as denoted in the CJC bylaws.

- D. Post Season Bowl Game Victory: \$25,000. This incentive is in addition to the incentive set forth in Subparagraph (C) immediately above.
- E. MWC Coach of the Year: One-month current Base Salary. This incentive will be paid from resources of the CJC.
- F. MWC Conference Championship: \$100,000. This incentive award is in lieu of the incentive outlined in CJC bylaws which provided for payment of one month's base salary. No additional one-month base salary will be paid in addition to this incentive award.
- G. Top 25 Finish in the College Football Playoff Standings: \$100,000

The incentive amounts payable under this Paragraph 4.II. for the regular season and post season in a particular year **shall not exceed** the following amounts, and shall be payable not later than January 31 of the succeeding calendar year:

Year 1: January 1, 2017 – December 31, 2017	\$200,000
Year 2: January 1, 2018 – December 31, 2018	\$200,000
Year 3: January 1, 2019 – December 31, 2019	\$200,000
Year 4: January 1, 2020 – December 31, 2020	\$250,000
Year 5: January 1, 2021 – December 31, 2021	\$250,000
Year 6: January 1, 2022 – December 31, 2022	\$250,000
Year 7: January 1, 2023 – December 31, 2023	\$300,000

If the bowl game occurs in the month of January, the bowl game shall be deemed to have occurred in the preceding year for the purposes of incentive awards under this Paragraph 4. II.

III. Retention Incentives. The Employee shall receive the following lump sum amounts (hereinafter "Retention Incentives") in immediately available funds if the Employee remains employed as the Head Football Coach at the University on the dates set forth:

March 1, 2019	\$625,000
March 1, 2023	\$625,000

The payment of this retention incentive award shall be paid from resources of the CJC and private support.

IV. Additional Benefits:

- A. Membership in the Cheyenne Country Club (including, but not limited to, initiation and transfer fees, monthly dues, food minimum amounts, locker and bag storage fees);

- B. Air transportation on aircraft used to transport the football team to all away games for Employee's spouse;
- C. Reimbursement of Employee's cell phone expenses according to the University's cell phone policy;
- D. Use of vehicle provided by University with automobile insurance for Employee in accordance with the Cowboy Joe Club and the University Official Vehicle Policy;
- E. Twelve (12) season tickets for football for Employee;
- F. A \$1,000 per month housing allowance earned and payable monthly;
- G. Discretion to distribute \$23,000 in Nike Elite clothing to Football Assistant Coaches and other staff per annum. Pursuant to the University's contract with Nike, Employee shall attend two functions annually designated by Nike. This benefit shall be terminated if the University's contract with Nike is not in effect.

It is understood that none of the cost of the additional benefits provided for in this Paragraph 4. IV. shall be funded by the budget of the football program except the cell phone reimbursement and the housing allowance.

5. Additional Incentives for Competitiveness other than Compensation to Employee. Employee and the Athletic Director agree to negotiate in good faith, from time to time, during the Period of Appointment incentives payable to Football Assistant Coaches applying existing incentives as an initial minimum benchmark for such negotiations. None of the incentives in this Section shall be construed so as to create a right or benefit to any person not a signatory to this Agreement.
6. Additional Outside Compensation: In addition to the Base Salary, Guaranteed Annual Compensation and incentive compensation, the University recognizes that the Employee, as 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. University permits Employee to endorse only those corporations that are not in competition with sponsors secured or being pursued by Learfield Communications Inc. (Learfield) in accordance with University's marketing agreement with Learfield.

7. Additional Terms: Additional terms of this Agreement are as follows:
- A. Scheduling: It is the intent of the parties to this Agreement that, during each year of the contract, Employee shall be involved to the greatest extent possible in arranging each season's game schedule for the football program and any rescheduling of games involving the football program. The Athletic Director shall have the final authority and responsibility with regard to the football program's schedule after giving good faith due consideration to the input, and using best efforts to implement the preferences, of Employee.
8. 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 the student-athlete would not be an appropriate representative of the University, as a disciplinary sanction under University's disciplinary rules, or because the University believes that the student-athlete is not eligible according to the rules for athletic competition specified by the 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.
9. Compliance with Rules and Regulations: If the Employee violates any regulation of the applicable conference, NCAA, the University or its Board of Trustees, or any condition of this appointment, Employee is subject to corrective or disciplinary action to include, but not limited to, suspension with or without pay and termination without notice, by the Athletic Director. If Employee is found in violation of NCAA regulations, Employee shall also be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. If the Employee is found guilty of an NCAA violation, Employee shall reimburse University for any legal expenses expended by the University in connection with any NCAA investigation, hearing or any other action related to the violation in an amount not to exceed \$75,000. The Athletic Director, with the concurrence of the President of the University, may waive or reduce the amount to be reimbursed under this Section.
10. 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 expires or is terminated, the Employee shall return 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.

11. Termination of Appointment: Employee's appointment as Head Football Coach will end at the conclusion of the Appointment Period, except as extended by mutual agreement of the Parties.
- A. During the term of this Agreement, Employee shall not accept other positions without prior verbal 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 (hereinafter the "University Liquidated Damages"):
- (1) \$6,510,000.00 if such termination occurs between the Effective Date and December 31, 2017.
 - (2) \$5,530,000.00 if such termination occurs between January 1, 2018, and December 31, 2018.
 - (3) \$4,480,000.00 if such termination occurs between January 1, 2019, and December 31, 2019.
 - (4) \$3,430,000.00 if such termination occurs between January 1, 2020, and December 31, 2020.
 - (5) \$2,310,000.00 if such termination occurs between January 1, 2021, and December 31, 2021.
 - (6) \$1,190,000.00 if such termination occurs between January 1, 2022, and December 31, 2022.
 - (7) \$0 if such termination occurs between January 1, 2023 and December 31, 2023.

However, Employee shall not be required to pay University Liquidated Damages if the University is in material breach of this Agreement at the time of termination by Employee. 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 two (2) years following that date of such termination, or until the term of this Agreement would have expired absent termination by the Employee, whichever is earlier. 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. Employee shall pay University Liquidated Damages at the times provided in Subparagraphs E (1) and (2) below.

- 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 (even with the provision of any reasonable accommodation for such disability), where such inability lasts for longer than six (6) months; acts of insubordination, as reasonably determined by the University, to any superior University officials; acts of 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) A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a major violation), as determined by the University, by the Employee (or any other person under Employee's supervision and direction, including, but not limited to, student-athletes) of any laws, University Rules and Regulations or any applicable conference or NCAA regulations.
- (3) Failure by Employee to promote a culture of compliance as such is defined by the regulations, policies, and practices of the NCAA or report promptly to the Compliance Office in writing any violations or potential violations known to Employee of applicable conference or NCAA regulations or University rules or regulations including, but not limited to, those by Employee, the assistant coaches, student-athletes or other persons under the direct control or supervision of Employee, as determined by the University.
- (4) 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.

It is recognized and agreed that Subparagraphs 11. C. (1) through (4) encompass findings or determinations of violations during employment of Employee at the University of Wyoming or any other institution of higher learning prior to the effective date of this Agreement.

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 Period of Appointment, for reasons other than those set out in Subparagraphs 11. C. (1) through (4), such termination may be effected immediately upon written notice to Employee. If Employee's employment is terminated in accordance with this Paragraph 11. D., the University's liability for any damages or payments shall be limited to Employee's Base Salary and Guaranteed Annual Compensation for the remainder of the Period of Appointment (the "Employee Liquidated Damages"). For the avoidance of doubt, Retention Incentives shall not be included in the University's liability for damages.
- E. Except as otherwise provided in this Paragraph, Employee Liquidated Damages shall be paid by the University as follows:
- (1) An amount equal to one-half of the balance of the Employee Liquidated Damages for the remaining Term of the Agreement shall be paid not later than thirty (30) days following the effective date of termination of this Agreement.
 - (2) The remaining balance of the Employee Liquidated Damages shall be paid by the University in equal monthly payments over the remaining Period of Appointment, or as amended by mutual agreement of the Parties
 - (3) While the University's obligation to pay Employee Liquidated Damages under this Paragraph remains in effect, Employee is not required to mitigate the University's obligation to pay Employee Liquidated Damages, or to make reasonable and diligent efforts to obtain comparable employment after termination of this Agreement by the University pursuant to Paragraph 11. D. "Comparable Employment" shall mean being employed as a head football coach, coordinator, or assistant coach of a Football Bowl Subdivision or Football Championship Subdivision NCAA intercollegiate football program, or a National Football League team. However, it is agreed that should employee obtain Comparable Employment, the Employee Liquidated Damages paid by the University pursuant to this Paragraph 11. E. shall be offset by the compensation earned by Employee from such Comparable Employment against the payments under Paragraph 11. E. (2). For purposes of this subsection, compensation shall mean, without limitation, gross income from base salary or wages paid by an employer from such Comparable Employment. While the University's obligation to pay Employee Liquidated Damages remains in effect, within fifteen (15) calendar days after accepting any Comparable Employment, Employee shall provide the University with complete details of Employee's new compensation package. University agrees to keep such details confidential to the extent permissible under applicable law. Should Employee fail or refuse to notify the University in writing of Employee's Comparable Employment

and the details of Employee's compensation within fifteen (15) calendar days of either execution of an agreement entitling Employee to such compensation or receipt of any such compensation, whichever occurs first, the University's obligation to continue paying Employee Liquidated Damages to Employee shall cease. In the event federal Internal Revenue Code Section 457(f) applies to the payment of liquidated damages pursuant to Paragraph 11. D. by reason of a without cause termination, University hereby agrees to withhold and remit to the Internal Revenue Service, without further demand, in a lump sum from the compensation otherwise payable to Head Coach over the remaining Term, the maximum amount permitted to be paid to a service provider under Treasury Regulation §1.409A-3(j)(4)(iv) and (vi) within thirty (30) days of such termination, including Federal, state, local and foreign income taxes, and Federal Insurance Contributions Act (FICA) tax due, if any.

- F. 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.
 - G. All Base Salary, 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 notice of the Employee's resignation or termination is provided, Employee will reasonably cooperate to insure that a smooth transition, in the best interest of the University, is made to Employee's successor. Employee will terminate any non-University employment contracts or benefits which Employee 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 Agreement (except under the federal law known as "COBRA").
12. Sovereign Immunity: Except as provided below, 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. For the purposes of clarity, the University agrees that by entering into this Agreement, the University waives its sovereign immunity for the purposes of Employee enforcing the provisions of this Agreement pursuant to W.S. 1-39-104. Moreover, the University acknowledges that Employee will be defended at University's expense and will be indemnified for judgments arising out of acts or omissions by Employee determined to be within his scope of duties as provided in W.S. 1-39-104.
13. 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, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

14. Equal Employment: The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.
15. Time is of the Essence: Time is of the essence with regard to execution of this Agreement.
16. Counterparts: This Agreement may be executed in separate counterparts, both of which, when taken together, shall constitute one and the same agreement.

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.


UNIVERSITY OF WYOMING

Recommended by:


Thomas K. Burman
Athletic Director

Date 12-2-16

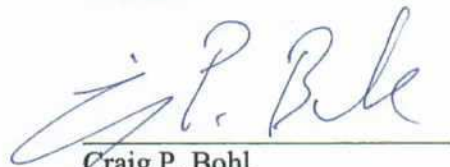
Approved by:


Laurie S. Nichols
President

Date 12-2-2016


EMPLOYEE

Approved by:


Craig P. Bohl
Employee and Head Football Coach

Date 12-2-16

Witnessed by:


Robert P. LaMonte, Employee
Representative

Date: 12-02-16