

**UNIVERSITY OF WYOMING HEAD FOOTBALL COACH
EMPLOYMENT AGREEMENT**

This Employment Agreement is made and entered into on this 6th day of December 2013, by and between the University of Wyoming (hereinafter the "University") and Craig P. Bohl (hereinafter the "Employee").

WHEREAS, the University desires to enter into this Employment Agreement 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, the Parties agree as follows:

1. Appointment: Employee is appointed as Head Football Coach from December 8 through December 31, 2013 ("Start Date"), and for a period of five (5) years thereafter from January 1, 2014 through December 31, 2018. Employee shall receive Base Salary, including benefits specified in Section 2, Guaranteed Annual Compensation at the rate specified in Paragraph 3a, Incentive Compensation under Paragraph 4B, and Additional Benefits under Subparagraphs 4E(3), (4) and (6), prorated for the portion of the month of December 2013 during which the appointment is in effect.
2. Salary: The University shall pay Employee an initial base salary at the rate of \$300,000.00 annually (hereinafter the "Base Salary") payable in twelve (12) equal installments. For the period between the Start Date and December 31, 2013 ("Stub Period"), Employee shall be paid \$18,500 on or before January 3, 2013. Employee shall not be subject to base salary increases during the term of this Agreement. 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, except that the Guaranteed Annual Compensation for the Stub Period shall be earned and payable at the conclusion of the Stub Period. 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 Stub Period-\$27,750
- b. For the calendar year commencing January 1, 2014 - \$450,000
- c. For the calendar year commencing January 1, 2015 - \$500,000
- d. For the calendar year commencing January 1, 2016 - \$550,000
- e. For the calendar year commencing January 1, 2017 - \$600,000
- f. For the calendar year commencing January 1, 2018 - \$650,000

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 twelve (12) 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.

In-Season and Post-Season Incentive Fees:

- (1) Mountain West Conference (MWC) victory: \$20,000 per win (maximum of \$160,000 for eight games) payable not later than January 31 of the succeeding calendar year.
- (2) Bowl game selection, or conference championship: one (1) month base salary for Head Coach payable within thirty (30) days after the bowl game, or the award of the conference championship. Only one incentive fee can be earned annually under this Subparagraph A (2).
- (3) Top 25 finish in BCS standings: \$25,000, payable within thirty (30) days after the official announcement of the final Top BCS standings.

B. Athletic Department Speaker and Appearance Fee: \$50,000.00 annually for a minimum of fifteen (15) appearances approved by the University Athletic Director. The payment under this Subparagraph B is deemed to be earned and payable in twelve (12) equal installments on a monthly basis and as prorated for the Stub Period.

C. 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	\$50,000
(6) 9,000 to 9,999 tickets sold/year	\$60,000
(7) 10,000 or more tickets sold/year	\$70,000

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

(1) Cumulative team GPA greater than or equal to 2.80	\$50,000
(2) Cumulative team GPA between a 2.70 and 2.79	\$40,000
(3) Cumulative team GPA between a 2.50 and 2.69	\$25,000
(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 2014-2015 academic year, the fall 2014, spring 2015 and summer 2015 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 2014-2015 academic year, the summer 2014 (only for newcomers taking summer school prior to initial enrollment), the fall 2014, spring 2015 and summer 2015 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 (D) will be paid to Employee by the University by September 1 following the end of the full academic year.

E. Additional Benefits:

- (1) 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);
- (2) Air transportation on aircraft used to transport the football team to all away games for Employee's spouse;
- (3) Reimbursement of Employee's cell phone expenses according to the University's cell phone policy;
- (4) Use of vehicle provided by University with automobile insurance for Employee in accordance with the Cowboy Joe Club and the University Official Vehicle Policy;
- (5) Twelve (12) season tickets for football for Employee;
- (6) A \$750 per month housing allowance earned and payable monthly.

- (7) 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.

It is understood that none of the cost of the additional benefits provided for in this Paragraph 4 E 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

- A. Bowl game selection or conference championship: one (1) month base salary to be paid to all full-time Football Assistant Coaches (to be paid from non-State funds) payable not later than January 31 of the succeeding calendar year. Only one incentive fee can be earned annually under this Paragraph 5 A.
- B. Four (4) season tickets for football each for all full-time Football Assistant Coaches.
- C. Use of vehicle provided by University with automobile insurance for all full-time Football Assistant Coaches in accordance with the University Official Vehicle Policy.
- D. Cell phone reimbursement according to the University's cell phone policy for all full-time Football Assistant Coaches and all Graduate Assistant Football Coaches.
- E. Reimbursement for travel expenses in accordance with applicable University policies for spouses or domestic partners of all Football Assistant Coaches for one regular season game annually and any bowl game (spouses and domestic partners will be required to attend the pre-game function as official ambassadors of UW Athletics, but shall not be deemed to be employees of the University).

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.

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 stated period of this Agreement in Section 1, 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"): the Guaranteed Annual Compensation for the remainder of the term of this Agreement payable as provided herein. 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.
 - 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 Initial Term or any Renewal Term, 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 Term (the "Employee Liquidated 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 Term of the Agreement, as specified in Section 1 hereof, 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 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 11D 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. Expiration of Offer for Agreement: Time is of the essence with regard to execution of this Agreement. This document constitutes an offer of employment to Craig P. Bohl from the University. If Craig P. Bohl does not accept this offer, execute this Agreement, and provide an executed copy to the University by facsimile or by attaching a scanned copy of the executed Agreement to an email sent to the University's Athletic Director by 5:00 p.m. Central Standard Time, on Monday, December 9, 2013, this offer of employment is revoked. Any later transmission of the executed Agreement to the University shall be invalid and shall not constitute the creation of an Agreement between the Parties.
16. Counterparts: This Agreement may be executed in separate counterparts, both of which, when taken together, shall constitute one and the same agreement.

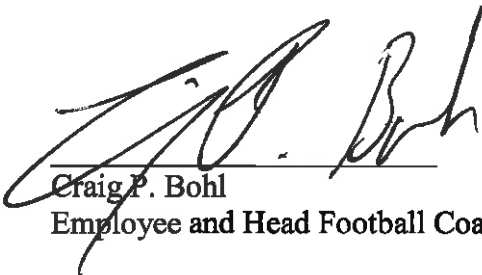
By their signatures below, the Parties acknowledge that this represents their agreement to the terms of this Agreement and that each is legally authorized to enter into this Agreement.

UNIVERSITY OF WYOMING

Recommended by:  Date 12/6/13
Thomas K. Burman
Athletic Director

Approved by:  Date 12/6/13
Richard McGinity
Interim President

EMPLOYEE

Approved by:  Date 12/6/13
Craig P. Bohl
Employee and Head Football Coach

**UNIVERSITY OF WYOMING HEAD FOOTBALL COACH
EMPLOYMENT AGREEMENT
ADDENDUM No. 2**

This Addendum No. 2 to the Employment Agreement dated December 7, 2013, by and between the University of Wyoming (hereinafter the "University") and Craig P. Bohl (hereinafter the "Employee") is effective on January 5, 2014.

WHEREAS, Employee and University both contemplated satisfactory resolution of payment of the Termination Fee under Bohl's Employment Agreement with North Dakota State University (hereinafter "NDSU");

WHEREAS, the amount of that Termination Fee is now easily quantifiable;

WHEREAS, Employee, the University, and NDSU have entered into an Agreement with regard to Employee's separation from his employment at NDSU under which the University will make a certain payment to NDSU to partially resolve this matter; and

WHEREAS, University and Employee wish to fully resolve this matter.

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

A. That the Employment Agreement executed December 7, 2014, is amended by the addition of the new Section 17 as follows:

17. Payment related to Termination Fee

In consideration for Employee's termination of his employment with North Dakota State University to serve as University's Head Football Coach, University shall make a one-time payment to Employee of an amount equal to one hundred thousand dollars (\$100,000.00) reduced by the amount paid to North Dakota State University by the University under the Employment Separation Agreement executed by North Dakota State University, Employee, and University effective January 5, 2014.

B. All other provisions of the Employment Agreement remain in full force and effect.

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. Burnham
Athletic Director

Date 1/1/14


Approved by:


Richard McGinity
Interim President

Date 1/8/14

EMPLOYEE

Approved by:


Craig P. Bohl
Employee and Head Football Coach

Date 1-9/14