

**EMPLOYMENT AGREEMENT
UNIVERSITY OF WYOMING
Head Women's Basketball Coach**

THIS AGREEMENT is made and entered into, this 1st day of May, 2014, between the University of Wyoming (the University) and Joe Legerski (the Employee).

WITNESSETH:

WHEREAS, the University desires to employ the Employee, to serve as its Head Women's Basketball Coach and the Employee desires to engage in such employment under the terms and conditions set forth below;

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

1. **APPOINTMENT.**

Employee is appointed by the University as its Head Women's Basketball Coach. The appointment as Head Women's Basketball Coach shall be for the period of May 1, 2014, through April 30, 2019. This appointment is governed by policies set forth in the University Regulations, as such Regulations are approved or amended from time to time. University Regulations can be found on the Office of General Counsel's website at <http://www.uwyo.edu/generalcounsel/new-regulatory-structure/index.html>

2. **SALARY.**

The University will pay Employee an annual base salary of:

May 1, 2014 – June 30, 2014	\$183,000 (prorated for the months of service)
July 1, 2014 – June, 30 2015	\$186,000
July 1, 2015 – June, 30 2016	\$188,004
July 1, 2016 – June, 30 2017	\$188,004
July 1, 2017 – June, 30 2018	\$194,004
July 1, 2018 – April, 30 2019	\$194,004

payable in equal monthly installments over the stated course of the contract period. 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. Employee will receive sick leave and other employee benefits including health insurance, disability insurance and a retirement program, for which the Employee is eligible and chooses to participate according to University Regulations. Information about these programs and services may be secured from the Human Resources Office, Wyo Hall or at <http://www.uwyo.edu/hr/>.

3. **SUPPLEMENTAL BENEFITS.**

During the term of Employee's appointment as Head Women's Basketball Coach, Employee shall receive supplemental benefits in the form of 4 complimentary season tickets for men's basketball, 4 complimentary season tickets for football, 12 complimentary season tickets for women's basketball games and a University stipend for a cell phone (e.g., blackberry, iPhone, etc). In addition, the Employee may be eligible for additional supplemental benefits including the use of a

courtesy/lease vehicle and auto insurance in accordance with Cowboy Joe Club policy and the University Vehicle Policy.

4. **SUPPLEMENTAL COMPENSATION FOR SERVICES RENDERED.**

During the term of Employee's appointment as Head Women's Basketball Coach, Employee shall receive supplemental compensation (from non-State funds). This supplemental compensation shall not be recognized as compensation that qualifies for participation in the Wyoming State Retirement System or TIAA-CREF. The services rendered and compensation for these services are as follows:

a. **Season Ticket Incentives:** sold at full price (as set by the Athletic Department)

750 to 999 tickets sold /year	\$10,000
1,000 to 1,499 tickets sold/year	\$20,000
1,500 to 1,999 tickets sold/year	\$25,000
2,000 to 2,499 tickets sold/year	\$30,000
2,500 or more tickets sold/year	\$35,000

b. **Single Game Ticket Incentive:** \$1.00 per single game ticket purchased at all home basketball games, including exhibition games but not including any post-season tickets sold.

c. **Cowboy Joe and Athletic Department Speaker and Appearance Fee:** \$25,000

d. **Sports Radio Broadcast Talent Fee:** \$7,500

e. **Outreach/Promotional Appearance Fee:** \$12,500

(Employee must make a MINIMUM of 3 appearances for outreach/promotional purposes as approved by the Director of Athletics. These appearances are in addition to other contractual appearance requirements).

f. **Academic Achievement Award:** \$7,500

Employee shall receive \$7,500 for each year in which the cumulative team GPA is a 3.0 or higher at the end of the full academic year including summer. For purposes of this incentive the following provisions apply:

1. The annual "team" shall be defined as the official squad list that is sent to the MWC prior to the 1st date of competition.
2. The annual "team" GPA shall be calculated using the following parameters:
 - 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 2012-2013 academic year, the fall 2012, spring 2013 and summer 2013 term GPAs will be utilized.
 - o 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 2012-2013 academic year, the summer 2012 (only for newcomers taking summer

school prior to initial enrollment), the fall 2012, spring 2013 and summer 2013 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.

3. The annual "team" GPA shall be calculated by the Athletic Office of Academic Support.

g. Post-Season Incentive Fee:

- NCAA Tournament Appearance Incentive -- \$10,000 plus an additional \$2,500 for each round beyond the first round;
- WNIT Appearance Initiative -- \$5,000 plus an additional \$1,000 for each round played beyond the first round.

NOTE: The above Post-Season Incentive Fees are in addition to any awards provided by the Cowboy Joe Club per its Bylaws and /or by approval vote of the Cowboy Joe Club Board of Directors.

h. Housing Allowance:

2013-2014	\$2,000
2014-2015	\$2,000
2015-2016	\$2,000
2016-2017	\$2,500
2017-2018	\$2,500
2018-2019	\$2,500

5. ADDITIONAL COMPENSATION.

In addition to the University base salary and supplemental benefits, the University recognizes that the Head Women's Basketball Coach has the opportunity, with prior written approval of the Director of Athletics/Designee, to receive additional income and/or products from outside sources such as shoe/apparel/equipment manufacturers/companies, independent speaking engagements, and camps and clinics.

In accordance with NCAA and University policies, all such additional compensated activities must be submitted in writing annually for approval by the Director of Athletics and the University President and kept on file in the office of the Director of Athletics. As additional revenue opportunities become available, the Employee must submit an additional income form for addendum purposes and approval to the Director of Athletics.

6. SUMMER CAMP BENEFIT.

Beginning the third Sunday of June and continuing for not less than a period of two weeks, the Joe Legerski Women's Basketball camp shall have exclusive scheduling for University of Wyoming Athletic facilities consistent with the type of facilities that have been used by this camp in the past.

7. EMPLOYEE'S SERVICES.

Employee shall serve as the University's Head Women's Basketball Coach, with all the duties, responsibilities and obligations normally associated with this position at a major University. Employee shall devote full time and best efforts toward the development and maintenance of an

exemplary Division I Women's Basketball program and the performance of all other duties as specified herein. Employee's supervisor will be the Director of Athletics/Designee of the University, who will evaluate Employee's performance as Head Women's Basketball Coach each year after the end of the women's basketball season.

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 Director of Athletics, or the President of the University. In no event shall such an action taken by the University 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 his appointment, he is subject to corrective or disciplinary action to include, but not limited to, suspension with or without pay and termination without notice, by the Director of Athletics. An athletic employee who is found in violation of NCAA regulations 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 may be responsible (at the University's discretion) for reimbursing University for any legal expenses expended by the University in connection with any NCAA investigation, hearing or any other action related to the violation.

10. **ENDORSEMENT.**

University permits Employee to endorse only those corporations that are not in competition with sponsors secured or being pursued by Learfield Communications Inc. in accordance with University's marketing agreement with Learfield.

11. **RENEWAL OR EXTENSION OF EMPLOYEE'S SERVICES.**

Any renewal, extension or modification of this contract must be approved by the Director of Athletics with the concurrence of the President of the University. If the Agreement is not renewed, the Employee is responsible for returning all University equipment including, but not limited to: vehicles, keys, laptop computers, parking permits, and any other items for which the Employee may be responsible. The University will designate the time and location for the return of all University property.

12. **CONCLUSION OF APPOINTMENT/VOLUNTARY RESIGNATION.**

Employee's appointment as Head Women's Basketball 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.

Otherwise, the Employee may voluntarily terminate this Agreement, and the Employee shall forgo any supplemental salaries and awards. Supplemental salaries, incentive supplements and awards,

and any other additional compensation conferred by virtue of his University employment will terminate upon the date of separation of Employee from the University.

13. TERMINATION OF APPOINTMENT.

The Director of Athletics, with the concurrence of the President of the University may terminate Employee's appointment for cause, without notice. Cause shall include, but is not limited to, the following:

- a. Conduct unbecoming of a member of the University athletic staff or which brings discredit to the University as determined by the University; inability to perform duties; acts of insubordination to any superior University officials; acts of malfeasance, misfeasance, or nonfeasance in office; violations of any institutional regulations, policies or procedures; violations of any condition of the Employee's appointment and violations of any applicable conference or NCAA regulations.
- b. 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 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.
- c. Failure by Employee to promote a culture of compliance as such is defined by the regulations, policies, and practices of the NCAA or to 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.
- d. Engagement in any businesses of a similar nature, as determined by the University, without receiving prior written approval on an annual basis of the President and the Director of Athletics of the University.
- e. It is recognized that Paragraphs 13 a. through d. encompass findings or determinations of violations during employment of Employee at the University of Wyoming or any other institution of higher learning.
- f. Such termination shall include the immediate termination of all salary payments supplemental salaries, incentive supplements, awards and benefits due under the remaining term of this Agreement.
- g. Excluding termination under Paragraph 13 a. through d., if in the judgment of the Director of Athletics, with the concurrence of the President of the University, the best interests of the University would be served by terminating Employee's appointment as Head Women's Basketball Coach prior to the ending date of this Agreement, such termination may be effected immediately. The University's liability for any damages or payments created by this appointment shall be limited to the sum of the remaining base salary including any base salary increases that may have occurred over the life of

the Agreement to be paid annually, in a manner and method to be determined by the University. If Employee, after termination pursuant to this paragraph d, accepts another position in collegiate or professional athletics during the remainder of the original agreement, the amount of damages owed by University shall be limited to the difference between the base salary owed by the University pursuant to this Paragraph and the base salary earned through new employment. If the Employee's new employment provides a greater base salary than the University base salary, the University's obligation to pay shall cease immediately upon the Employee's acceptance of the new position.

- h. At the time of termination from University employment, all supplemental salaries, incentive supplements and awards, and any other additional compensation conferred by virtue of his University employment as Head Women's Basketball Coach, will be discontinued.

14. ACTION FOLLOWING TERMINATION OF APPOINTMENT.

As soon as the Employee's resignation or termination is made, Employee will cooperate fully to insure that a smooth transition, in the best interests of the University, is made to Employee's successor. Prior to the effective date of the resignation or termination, the following will occur: the University will determine all payment and reimbursement matters, including any accrued vacation benefits and previously agreed-upon liquidated damages; the Employee will return any courtesy/lease vehicle(s) and additional applicable items (e.g., keys, laptop, parking permit, etc); and the Employee will terminate any non-University employment contracts or benefits received by virtue of University employment. 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 for this termination of University employee status, all actions following the Employee's resignation or termination are subject to modification by written agreement of the Parties.

15. 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.

16. 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.

17. INTEGRATED AGREEMENT.

This Agreement constitutes the entire agreement between Parties and supersedes all prior written and oral agreements, amendments, addendums, etc. Any changes, modifications, supplements, or amendments to this Agreement, must be reduced to writing and signed by the Parties.

18. EQUAL OPPORTUNITY.

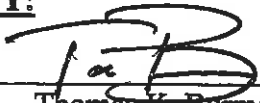
Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. 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.

19. AGREEMENT UNDERSTANDING.

The Employee has read all terms and conditions of the Agreement and has signed said Agreement of his own free will, under no duress. By their signatures below, the Parties acknowledge that this represents their entire Agreement and the terms of the Employee's University employment.

THE UNIVERSITY:

Recommended by: _____


Thomas K. Burman
Director of Athletics

Date: _____

6/9/14


APPROVED BY:

The University of Wyoming


Dr. Richard McGinity
President

Date 5/31/14

The Employee


Joe Legerski

Date 6-30-14

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