

ADDENDUM III
TO
EMPLOYMENT AGREEMENT

This **ADDENDUM III** is made and entered into on this 24 day of April, 2013 between the University of Wyoming (hereinafter "University") and Thomas K. Burman (hereinafter "Employee").

WHEREAS the Parties intend to add this **ADDENDUM III** to the Employment Agreement dated January 27, 2009 (hereinafter "AGREEMENT"), **ADDENDUM I** dated October 19, 2011 (hereinafter referred to as "Addendum I") and Addendum II dated October 25, 2012 (hereinafter referred to as "Addendum II").

WHEREAS University desires to continue to employ Employee to serve as its Director of Intercollegiate Athletics and Employee desires to continue in such employment under the terms and conditions as set forth herein below;

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

1. **Extension of Appointment until June 30, 2018.** Employee's appointment as Director of Intercollegiate Athletics shall be extended until from June 30, 2017 to June 30, 2018.

All other terms and conditions not specifically noted in this **ADDENDUM III** shall remain in full force and effect as agreed to in the AGREEMENT and Addendum I and Addendum II.

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

THE UNIVERSITY:

Approved by:

 Date: 4/24/13
Dr. Thomas Buchanan
President

THE EMPLOYEE:

Approved by:

 Date: 4/24/13
Thomas K. Burman

ADDENDUM II
TO
EMPLOYMENT AGREEMENT

This **ADDENDUM II** is made and entered into on this 25th day of October, 2012 between the University of Wyoming (hereinafter "University") and Thomas K. Burman (hereinafter "Employee").

WHEREAS the Parties intend to add this **ADDENDUM II** to the Employment Agreement dated January 27, 2009 (hereinafter "AGREEMENT") and **ADDENDUM I** dated October 19, 2011 (hereinafter referred to as "Addendum I").

WHEREAS University desires to continue to employ Employee to serve as its Director of Intercollegiate Athletics and Employee desires to continue in such employment under the terms and conditions as set forth herein below;

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


1. **Extension of Appointment until June 30, 2017.** Employee's appointment as Director of Intercollegiate Athletics shall be extended until from June 30, 2016 to June 30, 2017.

All other terms and conditions not specifically noted in this **ADDENDUM II** shall remain in full force and effect as agreed to in the **AGREEMENT** and Addendum I.

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

THE UNIVERSITY:

Approved by:

 Date: 10/25/12
Dr. Thomas Buchanan
President

THE EMPLOYEE:

Approved by:

 Date: 10/25/12
Thomas K. Burman

ADDENDUM I
TO
EMPLOYMENT AGREEMENT

This **ADDENDUM I** is made and entered into on this _____ day of October, 2011 between the University of Wyoming (hereinafter "University") and Thomas K. Burman (hereinafter "Employee").

WHEREAS the Parties intend to add this **ADDENDUM I** to the Employment Agreement dated January 27, 2009 (hereinafter "AGREEMENT");

WHEREAS University desires to continue to employ Employee to serve as its Director of Intercollegiate Athletics and Employee desires to continue in such employment under the terms and conditions as set forth herein below;

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

1. **Extension of Appointment until June 30, 2016.** Paragraph 1 entitled "**Appointment**" in the AGREEMENT shall be deleted and the following paragraph shall replace that paragraph in its entirety.

1. Appointment. Employee is appointed by University as its Director of Intercollegiate Athletics from January 1, 2009 through June 30, 2016.

2. **Increase in Base Salary.** Beginning on October 1, 2011, Paragraph 2 entitled "**Base Salary**" in the AGREEMENT shall be deleted and the following paragraph shall replace that section in its entirety:

2. Base Salary. The University will pay Employee an annual base salary of \$200,004.00 in twelve equal installments. The new salary shall begin on October 1, 2011. Future salary increases 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 services. Employee will receive retirement, health benefits, sick leave and other employee benefits, for which Employee is eligible and chooses to participate, according to Trustee and University Regulations.

3. **Incentive Payments.** Paragraphs 8, 9, and 10 of the Agreement shall be deleted in their entirety and the following Paragraphs 8, 9, and 10 shall be inserted:

8. Academic Performance Incentives.

If, in any qualifying year during the term of this Agreement:

a. At the conclusion of the spring semester, the Department-wide (includes all student-athletes) cumulative GPA for both fall and spring semesters is:

- (1) above a 2.8 GPA, Employee will receive \$20,000;
- (2) above a 2.9 GPA, Employee will receive \$25,000;
- (3) above a 3.0 GPA, Employee will receive \$30,000.

b. For each UW Athletics team that receives an Academic Progress Rate ("APR") score above "cut score" as determined by the NCAA legislation, the Employee shall receive \$2,000 per sport.

9. Athletic Performance Incentives.

If, in any qualifying year during the term of this Agreement:

- a. The University of Wyoming football team receives a post-season bowl bid, the Employee shall receive an incentive award of \$20,000 for an accepted bid; *will participate in bowl on 12-17-11*
- b. Either the University of Wyoming football team is ranked in the Top 25 in the USA Today-Coaches Poll or the AP Poll, or the University of Wyoming men's basketball team is ranked in the Top 25 in the USA Today-Coaches Poll, the AP Poll, or the Ratings Percentage Index (RPI), the Employee shall receive an incentive award of \$25,000;
- c. The University of Wyoming men's basketball team, women's basketball team, or women's volleyball team is selected to receive an invitation to the post-season NCAA tournament, the Employee shall receive an incentive award of \$10,000 for each such accepted invitation;
- d. The University of Wyoming men's basketball team or women's basketball team is selected to receive an invitation to any post-season tournament, the Employee shall receive an incentive award of \$5,000 for each such accepted invitation;
- e. For each MWC/WWC team that finishes in the top four (4) of the Mountain West Conference/WWC, Employee will receive \$2,500 per finish. This is based on regular season finish in the following sports: football, basketball, volleyball, and soccer. The incentive is based upon conference championship/tournament finish in all other sports.

10. Marketing Incentive.

The University shall calculate total annual revenue based upon all "ticketed" athletics events where the revenue for the event is maintained by the University. This would not include any post-season basketball hosted by UW where the funds are diverted back to a third party (i.e. WNIT). Total gross sales will be computed for all sports and if the total ticket revenue at the end of the year is greater than \$3,000,000, Employee will receive \$30,000. If the total ticket revenue is greater than \$3,300,000, Employee will receive \$40,000. If the total ticket revenue exceeds \$3,750,000, Employee will receive \$50,000.

4. All other terms and conditions not specifically noted in this **ADDENDUM I** shall remain in full force and effect as agreed to in the AGREEMENT.

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

THE UNIVERSITY:

Approved by:

 Date: _____

Dr. Thomas Buchanan
President

THE EMPLOYEE:

Approved by:

 Date: 10/19/11

Thomas K. Burman

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 27th day of January, 2009 between the University of Wyoming ("University") and Thomas K. Burman ("Employee").

WITNESSETH:

WHEREAS, the University desires to employ the Employee to serve as its Director of Intercollegiate Athletics and the Employee desires to engage in such employment under the terms and conditions set forth herein below:

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

1. Appointment.

Employee is appointed by the University as its Director of Intercollegiate Athletics. The appointment as Director of Intercollegiate Athletics shall be from January 1, 2009 through June 30, 2014.

2. Base Salary.

The University will pay Employee a base salary at the rate of \$176,880 annually payable in twelve equal installments subject to available University resources. Future salary increases 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 retirement, health benefits, sick leave and other employee benefits for which he is eligible and chooses to participate, according to Trustee and University Regulations.

3. Housing Allowance

During the term of Employee's appointment as Director of Intercollegiate Athletics,

Employee shall receive from other than state general fund sources an annual housing allowance of \$36,000 per year paid monthly at the rate of \$ 3,000 per month. Said housing allowance shall not be considered as salary and shall not be recognized as compensation qualified for participation in the Wyoming State Retirement System or TIAA-CREF.

4. Courtesy Car

During the term of Employee's appointment as Director of Intercollegiate Athletics, Employee shall be entitled to the use of one vehicle available through the Department of Intercollegiate Athletics courtesy car program.

5. Employee's Services.

Employee will serve as the University's Director of Intercollegiate Athletics, with all the duties, responsibilities and obligations normally associated with this position at a major university. Reporting directly to the President, he shall devote his time and best efforts toward the development and maintenance of an exemplary Division I-A intercollegiate athletic program and the performance of all other duties as specified herein. Any financial deficit in the intercollegiate athletics budget which is either not anticipated by the Employee through the University's budget making process or not reported to the President of the University by the Employee at the time it occurs shall constitute a breach of this Agreement and the University shall be relieved of all future obligations under this Agreement. Employee's supervisor will be the President of the University, who will evaluate Employee's performance as Director of Intercollegiate Athletics each year during the spring semester.

6. Duration of Appointment as Director of Intercollegiate Athletics.

The term of this appointment as Director of Intercollegiate Athletics may be extended in the future on the same or different terms, subject to the future desires of the Parties.

7. Incentive Payments: Types, Limitations and Source of Funds

To encourage Employee's accomplishment of some of the key goals and objectives of the University's strategic plan for intercollegiate athletics, the University agrees to pay certain performance-related incentives as outlined below in this Agreement in paragraphs 8-10, beginning with seasons of intercollegiate competition starting after July 1, 2007. However, the maximum total incentives awarded in any qualifying year shall be \$100,000. Unless stated otherwise, the period to be used for the calculation of an incentive payment during a qualifying year shall be the University's fiscal year (i.e., July 1 to June 30).

The source of funds for any and all incentive awards shall be determined by the President and may include the budget of the Department of Intercollegiate Athletics.

8. Academic Performance Incentives.

If, in any qualifying year during the term of this Agreement:

a. At the conclusion of the spring semester, the Department-wide cumulative GPA for both fall and spring semesters is:

(1) above a 2.8 GPA, Employee will receive \$10,000;

(2) above a 2.9 GPA, Employee will receive \$15,000;

(3) above a 3.0 GPA, Employee will receive \$20,000.

b. The percentage of University of Wyoming student-athletes who are named Mountain West Conference "Academic All Conference" exceeds 20% of the conference total, or the percentage of University of Wyoming student-athletes who are named MWC "Scholar-Athletes" exceeds 15% of the conference total, the Employee shall receive an incentive award of \$5,000;

c. All University of Wyoming athletic teams receive an NCAA Academic Progress Rate (APR) in excess of the APR "cut score" as determined by the NCAA for that year, the Employee shall receive an incentive award of \$10,000.

9. Athletic Performance Incentives

If, in any qualifying year during the term of this Agreement:

a. The University of Wyoming football team receives a post-season bowl bid, the Employee shall receive an incentive award of \$15,000 for an accepted bid;

b. Either the University of Wyoming football team is ranked in the Top 25 in the USA Today-Coaches Poll or the AP Poll, or the University of Wyoming men's basketball team is ranked in the Top 25 in the USA Today-Coaches Poll, the AP Poll, or the Ratings Percentage Index (RPI), the Employee shall receive an incentive award of \$10,000;

c. The University of Wyoming men's basketball team, women's basketball team, or women's volleyball team is selected to receive an invitation to the post-season NCAA tournament, the Employee shall receive an incentive award of \$5,000 for each such accepted invitation;

d. The University of Wyoming men's basketball team or women's basketball team is selected to receive an invitation to the post-season NIT or CBI post-season tournament, the Employee shall receive an incentive award of \$5,000 for each such accepted invitation;

e. The average placing in the conference standings at the end of the regular season for all University of Wyoming athletic teams is below 5.5, the Employee shall receive an incentive award of \$5,000; and if the average placing in the conference standings at the end of the regular season for all University of Wyoming athletic teams is below 5.0, the Employee shall receive a total incentive award under this subparagraph of \$10,000.

10. Marketing Incentive

The University shall calculate annually the extent to which the aggregate net revenue, as determined by the University, from attendance at home games in the sports of football, men's and women's basketball, and volleyball has increased from the preceding year. For each one percent

(1%) increase in that aggregate net revenue over the preceding year, the Employee shall receive an incentive award of \$1,000, but the total incentive award under this paragraph shall not exceed \$25,000 annually.

11. Compliance with Rules and Regulations.

If the Employee violates any applicable regulation of the University or its Board of Trustees, or any condition of his appointment, he is subject to corrective or disciplinary action, to include suspension with or without pay, by the President of the University.

12. Termination of Appointment.

If not renewed, the Employee's appointment as Director of Intercollegiate Athletics will end at the conclusion of the stated (or extended) periods.

Otherwise, the President of the University may terminate Employee's appointment without notice for any of the following reasons:

- a) Conduct unbecoming of a member of the University athletic staff or which brings discredit to the University; mental or physical inability to perform duties; acts of insubordination to any superior University officials; acts of malfeasance, misfeasance, or nonfeasance in office; or deliberate and serious violations of any institutional regulations, policies or procedures; and conference or NCAA regulations. If the Employee is found in violation of NCAA regulations, the Employee shall also be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. Such termination shall include the immediate termination of all salary payments and benefits due under the remaining term of this Agreement.
- b) Engagement in any businesses of a similar nature without receiving prior written approval on an annual basis of the President of the University. Such termination shall

include the immediate termination of all salary payments and benefits due under the remaining term of this Agreement.

13. Other Termination Terms

a) Excluding termination under Paragraph 12 above, if in the judgment of the President of the University, the best interests of the University would be served by terminating Employee's appointment prior to the end of the term of this Agreement, such termination may be effected on the date determined by the President in his absolute discretion. In such event, the University's liability for any damages or payments created by this appointment shall be limited to any base salary owing for the remaining term of this Agreement minus amounts received by Employee from any employment entered into during the term of this Agreement.

b) Employee may voluntarily terminate this Agreement and, except as provided in subparagraph (c), Employee shall pay or cause to be paid liquidated damages to the University as provided in this subparagraph. If Employee terminates this Agreement to accept employment in organized sports at the intercollegiate or professional levels, said liquidated damages shall be paid to the University by the organization offering employment to Employee or by the Employee. This payment must be made prior to Employee's acceptance of another position in such organized sports. Liquidated damages shall be paid as follows:

i. If the effective date of the voluntary termination is on or before October 20, 2011, Employee shall owe University an amount equal to the base salary for each of the years remaining on the contract;

ii. If the effective date of the voluntary termination is after October 20, 2011, the Employee shall not owe any liquidated damages.

c) With the approval of the President of the University, Employee may terminate this

Agreement for personal reasons or family hardship without payment of liquidated damages, provided Employee does not accept employment in organized sports at the intercollegiate or professional levels for a period of one (1) year following such termination.

d) All payments and benefits under this Agreement and any other additional compensation conferred by virtue of his University employment will cease upon the date of separation of Employee from the University.

16. Action following Termination of Appointment.

a) If this Agreement is terminated, Employee will cooperate fully to insure that a smooth transition, in the best interests of the University, is made to his successor. By the effective date of any termination of this Agreement:

i. The University will provide an accounting and make payment of all funds owed to Employee, including any accrued vacation.

ii. Employee will return any courtesy vehicle and all other equipment provided to Employee pursuant to his employment, including cellular phones, wireless communications devices, computers and peripheral equipment and keys.

iii. Employee will terminate any non-University funded employment contracts or benefits which he received by virtue of his University employment.

b) 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.

17. Governing Law.

a) 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. 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.

b) The Parties hereto agree that:

i. The laws of Wyoming shall govern this Agreement and any questions arising hereunder shall be construed according to such laws; and

ii. This Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

18. Integrated Agreement

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

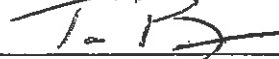
By their signatures below, the Parties acknowledge that this represents their agreement and the terms of the Employee's University employment.

THE UNIVERSITY

THE EMPLOYEE



Dr. Thomas Buchanan
President



Thomas K. Burman
Employee

Date 1/27/09

Date 2-2-09