

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 29 day of January, 2020, between the University of Wyoming (“University”) and Thomas K. Burman (“Employee”).

WHEREAS, the University desires to continue 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. Term

Employee is appointed by the University as its Director of Intercollegiate Athletics (“Director”). The appointment as Director shall be from July 1, 2019 through June 30, 2025.

2. Base 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: July 1, 2019 – June 30, 2020	\$250,008
Year 2: July 1, 2020 – June 30, 2021	\$250,008
Year 3: July 1, 2021 – June 30, 2022	\$252,516
Year 4: July 1, 2022 – June 30, 2023	\$255,024
Year 5: July 1, 2023 – June 30, 2024	\$257,532
Year 6: July 1, 2024 – June 30, 2025	\$260,100

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 UW Regulations. This appointment is governed by policies set forth in the UW Regulations as such Regulations are approved or amended from time to time.

3. Housing Allowance

During the term of Employee's appointment as Director, Employee shall receive an annual housing allowance of \$36,000 per year paid monthly at the rate of \$3,000 per month paid from non-state, non-tuition/fee dollars. This 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.

4. Courtesy Car

During the term of Employee's appointment as Director, 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. The Employee will report directly to the President and 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. The President of the University will evaluate Employee's performance as Director each year during the spring semester.

6. Extension

At the conclusion of the term of this appointment, or at any point during the term, the term may be extended based on terms negotiated at the time of the extension.

7. Incentive Payments

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 8-11, beginning with seasons of intercollegiate competition starting after July 1, 2019. However, the maximum total incentives awarded in any qualifying year shall be \$150,000. Except for the GPA incentive (see Paragraph 9(a)), which will be awarded following the end of the full academic year including summer once all applicable student-athlete grades have posted and the GPA has been calculated, 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 from non-state, non-tuition/fee dollars.

8. Deferred Compensation

If Employee earns at least \$100,000 in performance-related incentives in any qualifying year, as outlined below, the University shall, at the Employee's discretion, contribute any or all of the remaining amount (up to \$150,000) to a benefit plan on behalf of the Employee subject to the conditions contained herein. The University shall select the manager for the benefit plan; however, the Employee shall be entitled to direct the payout of the funds and all associated earnings in accordance with the benefit plan payout requirements. These funds will vest immediately.

9. Academic Performance Incentives.

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

- a. At the conclusion of the full academic year, including the following summer, the annual student-athlete GPA is:
 - i. Above a 2.8 GPA, Employee will receive \$27,600;
 - ii. Above a 2.9 GPA, Employee will receive \$34,500;
 - iii. Above a 3.0 GPA, Employee will receive \$41,400.

- b. For purposes of this incentive, the following provisions apply:
- i. All student-athletes on each annual “team” shall be included in the calculation.
 - ii. The annual “team” shall be defined as the official squad list that is sent to the Mountain West Conference prior to the 1st date of competition.
 - iii. The annual student-athlete GPA shall be calculated using the following parameters:

The annual student-athlete GPA shall be calculated at the end of the full academic year including the following summer. For example, when calculating the annual student-athlete GPA for the 2019-2020 academic year, the fall 2019, spring 2020 and summer 2020 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 student-athlete GPA for the 2019-2020 academic year, the summer 2019 (only for newcomers taking summer school prior to initial enrollment), the fall 2019, spring 2020 and summer 2020 term GPAs will be utilized.

The annual student-athlete GPA will be calculated using the Quality (GPA) Hours and Quality Points earned for each term as outlined above.

- iv. The annual student-athlete shall be calculated by the Office of Academic Support (OAS).
- c. 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 \$2,760 per sport.

10. 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 \$27,600 for an accepted bid.
- b. The University of Wyoming football team is ranked in the Top 25 in the USA Today-Coaches Poll or the AP Poll; 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); or the University of Wyoming women’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 of \$34,500 for each ranked team. This ranking can occur at any time (e.g., preseason, during the season, etc.).

- c. The University of Wyoming men's basketball team, women's basketball team, women's volleyball team, or women's soccer team is selected to receive an invitation to the post-season NCAA tournament, the Employee shall receive an incentive award of \$13,800 for each such accepted invitation.
- d. The University of Wyoming men's basketball team, women's basketball team, or women's volleyball team is selected to receive an invitation to any post-season tournament, the Employee shall receive an incentive award of \$6,900 for each such accepted invitation.
- e. For each MWC (or applicable conference) team that finishes in the top four (4) of the Mountain West Conference (or applicable conference), Employee will receive \$3,450 per finish. This is based on regular season finish in the following sports: football, men's basketball, women's basketball, women's volleyball and women's soccer. The incentive is based upon conference championship/tournament finish in all other sports.

11. 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 UW athletic events hosted by UW where the funds are diverted back to a third party (e.g., NIT, WNIT, etc.). 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 \$41,400. If the total ticket revenue is greater than \$3,300,000, Employee will receive \$55,200. If the total ticket revenue exceeds \$3,750,000, Employee will receive \$69,000.

12. Cowboy Joe Club Incentive

Employee may be eligible, from time to time during the term of this Agreement, to receive an incentive payment from the Cowboy Joe Club. The amount of the incentive payment and date of payment of the incentive shall be determined by the Cowboy Joe Club in conjunction with the President of the University.

13. Endorsements

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.

14. Compliance with Regulations, Policies, and Procedures

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

15. Termination

- a. The President of the University may terminate Employee's appointment without

notice for any of the following reasons:

- i. Conduct unbecoming of a member of the University athletic staff or which brings discredit to the University; inability to perform duties; neglect of duty; acts of insubordination to any superior University officials; acts of malfeasance, misfeasance, or nonfeasance in office; violations of any institutional regulations, policies or procedures; and violations of any condition of Employee's appointment.
- ii. 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 or 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 any other person under Employee's supervision and direction, including, but not limited to, student-athletes, of any University Rules and Regulations or any applicable conference or NCAA regulations. If Employee is found guilty of an NCAA violation, Employee may be responsible (at the University's discretion) for reimbursing the University for any legal expenses expended by the University in connection with any NCAA investigation, hearing or any other action related to the violation. 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.
- iii. Failure by Employee 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, students or other persons under the direct control or supervision of Employee, as determined by the University.
- iv. Engagement in any businesses of a similar nature without receiving prior written approval on an annual basis of the President and the Director of Intercollegiate Athletics of the University.
- v. It is recognized that Paragraph 15(a)(i) through (iv) encompass findings or determinations of violations during employment of Employee at the University of Wyoming or any other institution of higher learning.
- vi. If Employee is terminated pursuant to Paragraph 15(a), such termination shall be with the concurrence of the President and shall include the immediate termination of all salary payments and benefits due under the remaining term of this Agreement.

- b. Excluding termination under Paragraph 15(a) above, if in the judgment of the President, the best interests of the University would be served by terminating Employee's appointment prior to the ending date of this Agreement, such termination may be effected immediately. 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. If Employee takes another position in collegiate or professional athletics during the Agreement period, 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.
- c. All payments and benefits under this Agreement and any other additional compensation conferred by virtue of Employee's University employment will cease upon the date of separation of Employee from the University.
- d. 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; 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.

16. Sovereign Immunity/Governmental Claims

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.

17. Governing Law

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.

18. Equal Employment 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 UW Regulations.

19. Previous Agreements

The terms of this Agreement shall supersede any previous agreements and this Agreement shall be the only Agreement in place for Employee and University for the time period stated above.


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

UNIVERSITY



Neil Theobald
President

EMPLOYEE



Thomas K. Burman
Employee

Date 1/29/2020

Date 1/30/20

**AMENDMENT NO. 1
TO THE EMPLOYMENT AGREEMENT
BETWEEN
THE UNIVERSITY OF WYOMING
AND
THOMAS K. BURMAN**

The parties to the above-referenced Agreement dated January 29, 2020 do hereby amend the Agreement as follows:

1) Section 2, Salary, is hereby amended as follows:

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: July 1, 2019-April 30, 2020	\$250,008
Year 2: May 1, 2020-December 31, 2020	\$225,000
Year 2: January 1, 2021-June 30, 2021	\$237,504
Year 3: July 1, 2021-June 30, 2022	\$240,012
Year 4: July 1, 2022-June 30, 2023	\$242,520
Year 5: July 1, 2023-June 30, 2024	\$245,028
Year 6: July 1, 2024-June 30, 2025	\$247,596

All other provisions of the Agreement remain unchanged and are hereby ratified and affirmed. In the event of any inconsistency between the Agreement and the Amendment, the terms of the Amendment should be construed as final and binding.

APPROVED BY:

University of Wyoming

Athletics Employee


 Signature _____ Date 1/4/21


 Signature _____ Date 12/9/2020

EDWARD SEIDEL
 Name _____

 Name _____

PRESIDENT

**AMENDMENT NO. 2
TO THE EMPLOYMENT AGREEMENT
BETWEEN
THE UNIVERSITY OF WYOMING
AND
THOMAS K. BURMAN**

The parties to the above-referenced Agreement dated January 29, 2020, do hereby amend the Agreement as follows, effective July 1, 2022:

- 1) Section 1, "Term," is extended through June 30, 2027.
- 2) Section 2, "Base Salary," is deleted and replaced in its entirety as follows:

Base Salary

The University shall pay Employee an annual base salary (hereinafter "Base Salary") payable in twelve (12) equal monthly installments during the Period of Appointment as follows:

<u>Period of Appointment</u>	<u>Base Salary</u>
• Year 1: July 1, 2019-June 30, 2020	\$250,008
• Year 2: July 1, 2020-June 30, 2021	\$250,008
• Year 3: July 1, 2021-June 30, 2022	\$252,516
• Years 4-8: July 1, 2022 – June 30, 2027	\$300,000

- 3) Section 3, "Housing Allowance," is deleted from the Agreement.
- 4) Section 7, "Incentive Payments," is deleted and replaced in its entirety as follows:

Additional Guaranteed Annual Compensation

Beginning July 1, 2022 through June 30, 2025, Employee shall receive, in addition to the Base Salary, an annual guaranteed compensation of \$250,000. 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. The University will use its best efforts to secure sufficient funding to provide Employee with the additional Guaranteed Compensation for Years 7 and 8. The continuance of the Guaranteed Compensation for these years, if agreed to between the parties, will be reflected in an additional written amendment to this Agreement.

5) Section 8, "Deferred Compensation," is deleted and replaced in its entirety as follows:

Deferred Compensation

The University shall contribute any or all of Employee's Guaranteed Compensation amount (up to \$250,000) to a deferred compensation plan at Employee's discretion, subject to the conditions contained herein. The University shall select the manager for the benefit plan; however, the Employee shall be entitled to direct the payout of the funds and all associated earnings in accordance with the benefit plan payout requirements. These funds will vest immediately.

6) Section 9, "Academic Performance Incentives," is deleted from the Agreement.

7) Section 10, "Athletic Performance Incentives," is deleted from the Agreement.

8) Section 11, "Marketing Incentive," is deleted from the Agreement.

All other provisions of the Agreement and Amendment No. 1 remain unchanged and are hereby ratified and affirmed. In the event of any inconsistency between the Agreement and the Amendment No. 2, the terms of the Amendment No. 2 should be construed as final and binding.

APPROVED BY:

University of Wyoming

Athletics Employee

Ed Seidel July 1, 2022
Signature Date

[Signature] 7-21-22
Signature Date

Ed Seidel
Name

Thomas K. Burnen
Name

President
Title

Director of Intercollegiate Athletics
Title

**AMENDMENT NO. 3
TO THE EMPLOYMENT AGREEMENT
BETWEEN
THE UNIVERSITY OF WYOMING
AND
THOMAS K. BURMAN**

The parties to the above-referenced Agreement dated January 29, 2020, Amendment #1 dated January 4, 2021, and Amendment #2 dated July 1, 2022, do hereby amend the Agreement as follows, effective July 1, 2025:

- 1) Section 7, "Incentive Payments," is extended through June 30, 2027, as follows:

Additional Guaranteed Annual Compensation

Beginning July 1, 2025 through June 30, 2027, Employee shall receive, in addition to the Base Salary, an annual guaranteed compensation of \$275,000. 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.

- 2) Section 8, "Deferred Compensation," is deleted and replaced in its entirety as follows:

Deferred Compensation

The University shall contribute any or all of Employee's Guaranteed Compensation amount (up to \$275,000) to a deferred compensation plan at Employee's discretion, subject to the conditions contained herein. The University shall select the manager for the benefit plan; however, the Employee shall be entitled to direct the payout of the funds and all associated earnings in accordance with the benefit plan payout requirements. These funds will vest immediately.

All other provisions of the Agreement, Amendment No. 1, and Amendment No. 2 remain unchanged and are hereby ratified and affirmed. In the event of any inconsistency between the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3, the terms of the Amendment No. 3 should be construed as final and binding.

APPROVED BY:

University of Wyoming

Athletics Employee

Signature

Date


Signature

11/22/2024
Date

Name

Thomas K. Burman
Name

Title

Director of Athletics
Title