

**EMPLOYMENT AGREEMENT  
UNIVERSITY OF WYOMING  
Head Men’s Basketball Coach**

THIS AGREEMENT is made and entered into, this 12<sup>th</sup> day of May, 2024, between the University of Wyoming (the University) and Sundance Wicks (the Employee).

**WITNESSETH:**

WHEREAS, the University desires to employ the Employee, to serve as its Head Men’s Basketball Coach; and

WHEREAS, 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 Men’s Basketball Coach reporting directly to the Director of Athletics/Designee. The appointment shall be for the period from May 12, 2024, through April 30, 2029, unless otherwise extended pursuant to the terms contained herein (“Term”). This appointment is governed by policies set forth in the Trustee and UW Regulations; as such Regulations are approved or amended from time to time. UW Regulations can be found on the Office of General Counsel’s website at <http://www.uwyo.edu/generalcounsel/new-regulatory-structure/index.html>. The University acknowledges and agrees that Employee shall not be reassigned to any position other than Head Men’s Basketball Coach during the Term of this Agreement without Employee’s prior written consent.

2. **SALARY**

The University will pay Employee an annual base salary payable in equal monthly installments during the Period of Appointment as follows:

<u>Period of Appointment</u>	<u>Base Salary</u>
May 12, 2024 – June 30, 2024	\$300,000 (prorated)
July 1, 2024 – June 30, 2025	\$300,000
July 1, 2025 – June 30, 2026	\$325,008
July 1, 2026 – June 30, 2027	\$325,008
July 1, 2027 – June 30, 2028	\$350,004
July 1, 2028 – April 30, 2029	\$350,004 (prorated)

The salary for the contract period shall be pro-rated to reflect the actual start date of employment. Future salary improvements will be determined in accordance with applicable University Regulations and/or 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 or at <http://www.uwyo.edu/hr/>.

3. **SUPPLEMENTAL BENEFITS**

During the term of Employee's appointment as Head Men's Basketball Coach, Employee shall be entitled to request and receive supplemental benefits as outlined below:

- 12 complimentary season tickets for men's basketball games and 4 complimentary season tickets for all other applicable University of Wyoming home (athletic) competitions.
- A University stipend for a cell phone (e.g., iPhone, etc.).
- 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.
- Travel by team charter plane and bus only for Employee's spouse/children to away men's basketball contests at no cost to Employee or spouse/children. However, Employee shall be financially responsible for any additional expenses incurred associated with spouse/children travel (e.g., additional lodging, meals, etc.).
- Memberships for the Employee and his immediate family (to be paid via the Cowboy Joe Club) to the Jacoby Golf Course including, but not limited to, initiation and transfer fees, monthly dues, food minimum amounts, locker and bag storage fees.
- Up to \$30,000 (10% of gross annual base salary) as outlined in the University Athletic Department New Employee Moving (Relocation) Policy to assist Employee with the transition (relocation) to Laramie, Wyoming.

4. **SUPPLEMENTAL COMPENSATION FOR SERVICES RENDERED**

During the term of Employee's appointment as Head Men'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. **Additional Compensation\***:

<u>Period of Appointment</u>	<u>Additional Compensation</u>
May <sup>SW</sup> 10, 2024 – June 30, 2024	\$350,000 (prorated)
July 1, 2024 – June 30, 2025	\$350,000
July 1, 2025 – June 30, 2026	\$525,000
July 1, 2026 – June 30, 2027	\$550,000
July 1, 2027 – June 30, 2028	\$575,000
July 1, 2028 – April 30, 2029	\$600,000 (prorated)

*Handwritten notes:*  
 SW  
 15 days x 8 = 120 hrs.  
 120 hrs. x 29,167 =  
 184 = \$19,021.96  
 Paid 5/31/24

\*Includes, but is not limited to, compensation related to appearances for the Cowboy Joe Club, Marketing & Branding, Outreach (Athletics, University, etc.), Radio Show, TV show, etc.

The **Additional Compensation** will be earned and payable in twelve (12) equal installments on a monthly basis.

b. **Housing Allowance:** \$1,000 per month

c. **Academic Progress Rate (APR) Achievement Award:**

Employee shall receive \$10,000 for each year in which the most recent single-year (annual) APR score for Men’s basketball is between 985 and 999 as reported on the official NCAA APR Report. Employee shall receive \$20,000 for each year in which the most recent single-year (annual) APR score for Men’s basketball is 1,000 as reported on the official NCAA APR Report.

Thus, the following incentives are feasible:

- Men’s basketball does not earn a 985 or above = \$0
- Men’s basketball earns between a 985-999 = \$10,000
- Men’s basketball earns 1,000 = \$20,000

Any incentive compensation for achieving the Academic Progress Rate (APR) Achievement Award that is earned by Employee will be paid to Employee by the University within sixty (60) days following the release of the official NCAA APR Report.

d. **Post-Season Incentives:**

(Compensation levels are cumulative)

- NCAA Tournament Appearance Incentive – 1 Month Base Salary (for Employee and Full-Time Assistant Coaches)
- Each win in the NCAA Tournament – 1 Month Base Salary
- All other post-season appearances – As determined by the Director of Athletics

Payment shall be made from resources of the Cowboy Joe Club (“CJC”) as denoted in the CJC Bylaws (CJC Achievement Award General Guidelines).

Any compensation for achieving **Post-Season Incentives** that is earned by Employee will be paid to Employee by the University within sixty (60) days after the conclusion of the season (including any post-season competitions).

e. **Exceptional Achievement Incentives:**

(Compensation levels are cumulative)

- Mountain West Conference Regular Season Champion \$25,000
  - Payment shall be made from resources of the Cowboy Joe Club (“CJC”) as denoted in the CJC Bylaws (CJC Achievement Award General Guidelines).
- Mountain West Conference Tournament Champion
  - Payment shall be made from resources of the Cowboy Joe Club (“CJC”) as denoted in the CJC Bylaws (CJC Achievement Award General Guidelines).
- Mountain West Conference Coach of the Year \$10,000
  - Payment shall be made from resources of the Cowboy Joe Club (“CJC”) as denoted in the CJC Bylaws.
- AP, Jim Phelan or Naismith National Coach of the Year \$25,000

- o Payment shall be made from resources of the Cowboy Joe Club (“CJC”) as denoted in the CJC Bylaws.

Any compensation for achieving **Exceptional Achievement Incentives** that is earned by Employee will be paid to Employee by the University within sixty (60) days after the conclusion of the season (including any post-season competitions).

**f. Conference Incentives:**

(Compensation levels are not cumulative)

- 10<sup>th</sup> conference victory (per season): \$5,000
- 11<sup>th</sup> conference victory (per season): \$10,000
- 12<sup>th</sup> conference victory (per season): \$15,000
- 13<sup>th</sup> conference victory (per season): \$20,000
- 14<sup>th</sup> conference victory (per season): \$25,000
- 15<sup>th</sup> conference victory (per season): \$30,000
- 16<sup>th</sup> conference victory (per season): \$35,000
- 17<sup>th</sup> conference victory (per season): \$40,000
- 18<sup>th</sup> conference victory (per season): \$45,000
- 19<sup>th</sup> conference victory (per season): \$50,000
- 20<sup>th</sup> conference victory (per season): \$55,000

Any compensation for achieving **Conference Incentives** that is earned by Employee will be paid to Employee by the University within sixty (60) days after the conclusion of the season (including any post-season competitions).

**g. Ticket Revenue Incentives:**

(Compensation levels are not cumulative)

- Less than \$700,000 \$0
- \$700,000.01 - \$800,000 \$50,000
- \$800,000.01 - \$900,000 \$75,000
- \$900,000.01 - \$999,999.99 \$100,000
- \$1,000,000 or more \$150,000

*NET*

NOTE: The above Ticket Revenue Incentive Fees are based upon net ticket revenue (i.e., season (full, mini-plans, etc.) and single game sales minus sales tax). Furthermore, for purpose of this incentive, any ticket sales for post-season events are excluded.

Any compensation for achieving **Ticket Revenue Incentives** that is earned by Employee will be paid to Employee by the University within sixty (60) days after the conclusion of the season (including any post-season competitions).

5. **OUTSIDE COMPENSATION**

In addition to the University base salary and supplemental benefits, the University recognizes that the Head Men's Basketball Coach has the opportunity, with prior written approval of the Director of Athletics/Designee, with such approval not to be unreasonably withheld, 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 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 approval by the Director of Athletics.

6. **COWBOY JOE ACHIEVEMENT AWARDS**

Employee will be eligible for Achievement Awards and Exceptional Achievement Awards pursuant to the terms and conditions described in the by-laws of the Cowboy Joe Club in force at the time the awards are made.

7. **EMPLOYEE'S SERVICES**

Employee shall serve as the University's Head Men's Basketball Coach, with all the duties, responsibilities and obligations normally associated with this position at a major University including the authority (subject to the final approval of the Director of Athletics) to employ, manage, discipline, and terminate all assistant coaches and other direct reports within the basketball department, with such authority at all times subject to departmental hiring guidelines and budgetary limitations. Employee shall devote full time and best efforts toward the development and maintenance of an exemplary Division I Men'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 Men's Basketball Coach on an annual basis. The University acknowledges that Employee's primary responsibility is in coaching the team (to include, but not be limited to, recruiting players, managing Employee's staff, practicing the team, instructing members of the team, game-planning, etc.), and any requests for additional services from Employee shall be reasonable in scope, limited, and subject to Employee's primary responsibility.

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 materially 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 pursuant to the terms and conditions contained in Section 12 (C), by the Director of Athletics in his reasonable discretion. 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 by the NCAA to be directly responsible for a significant 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 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.

12. **TERMINATION OF APPOINTMENT**

Employee's appointment as Head Men'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 or by operation of the terms and conditions contained in Section 1 of this Agreement.

- A. During the term of this Agreement, Employee shall not seek or apply for other positions without prior notice to the Director of Athletics.
- B. In the event Employee terminates this Agreement to accept employment in intercollegiate or professional athletics, Employee shall owe the University liquidated damages as noted below:
  - Employee terminates Agreement before/on March 31, 2025 – \$1,200,000; or
  - Employee terminates Agreement between April 1, 2025, and March 31, 2026 – \$900,000; or
  - Employee terminates Agreement between April 1, 2026, and March 31, 2027 – \$600,000; or
  - Employee terminates Agreement between April 1, 2027, and March 31, 2028 – \$300,000

- Employee terminates Agreement on/after April 1, 2028 - \$0

Half of such liquidated damages amount shall be payable to the University within thirty (30) days of the effective date of termination, and the remaining balance shall be payable to the University prior to the one year anniversary of the effective date of termination. The Director of Athletics, with the concurrence of the President of the University, may waive or reduce the University Liquidated Damages if it is in the best interests of the University. 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 Director of Athletics, with the concurrence of the President of the University may terminate Employee's appointment for cause, without notice. Cause shall be defined as the following:
- a. Conduct unbecoming of a member of the University athletic staff or which brings serious discredit to the University as reasonably determined by the University; prolonged inability to perform duties; willful acts of insubordination to any superior University officials; willful acts of malfeasance, misfeasance, or nonfeasance in office; significant or repetitive violations of any institutional regulations, policies or procedures; significant or repetitive violations of any condition of the Employee's appointment and violations of any applicable conference or NCAA regulations. A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a major violation), as reasonably 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, UW Regulations, Standard Administrative Policies and Procedures or other University policies and procedures, or any applicable conference or NCAA regulations, of which Employee knew or should have known of through the exercise of reasonable diligence.
  - b. Material failure by Employee to promote a culture of compliance, as 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 UW Regulations, Standard Administrative Policies and procedures or other University policies and procedures, including but not limited to those by Employee, other coaching staff members (e.g., head coach, assistant coaches, etc.), student-athletes or other persons under the direct control or supervision of Employee of which Employee knew or should have known of through the exercise of reasonable diligence, as reasonably determined by the University.
  - c. Willful failure by Employee to promote a culture of professionalism and student-athlete well-being, as defined by the regulations, policies and practices of the NCAA and the University and by agreeing to the following:

- The Employee shall refrain from engaging/participating in all forms/types of discrimination, including, but not limited to, racism and sexism;
  - The Employee shall refrain from engaging/participating in all manner of personal abuse and harassment of others, whether verbal, physical, emotional or sexual;
  - The Employee shall ensure, to the best of his/her ability, that the student-athlete's athletic development occurs in a safe and inclusive environment in which the health/well-being of the student-athlete is paramount, with the University acknowledging that injuries are an ordinary and regular byproduct of intercollegiate athletics; and
  - The Employee shall report all known matters related to student-athlete well-being, including but not limited to serious illnesses, injuries and mental health issues, to the appropriate University officials in a timely manner.
- d. Engagement in any business of a similar nature, as determined by the University, without receiving prior written approval on an annual basis from the Director of Athletics of the University.

Such termination shall include the immediate termination of all salary payments, incentive supplements, 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.

Notwithstanding the language contained herein, the University acknowledges and agrees that Employee's employment shall not be terminable for cause in the event of a minor, technical, or otherwise immaterial violation of an applicable term, standard, rule, regulation, or policy, or for an NCAA or Conference violation which does not entail the risk of major institutional penalties, or unless the presence of mitigating factors (as defined by applicable NCAA bylaws) is outweighed by the presence of aggravating factors (as defined by applicable NCAA bylaws) in the event of an NCAA Level II violation. The University further acknowledges and agrees that prior to invoking its right to terminate Employee for cause, Employee will be afforded a reasonable opportunity to cure any default or breach in a timely manner, provided such default is of a nature that is capable of being cured (as determined in the University's reasonable discretion) and can reasonably be accomplished without significantly discrediting or damaging the University's reputation or standing in the community, or creating an unreasonable risk of harm to any student-athlete or staff-member.

- e. Excluding termination under Paragraph 12a. through 12d, if the Director of Athletics, with the concurrence of the President of the University, determine the best interests of the University would be served by terminating Employee's appointment as Head Men's Basketball Coach without cause 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 termination shall be limited to paying Employee the sum of the

total remaining Base Salary (pursuant to Section 2) and Additional Compensation (pursuant to Section 4.a) due to Employee through the end of the otherwise unexpired Term, to be paid in equal monthly installments. If Employee, after termination pursuant to this paragraph f, accepts another position in collegiate or professional athletics during the remainder of the otherwise unexpired Term of the Agreement, the amount of damages owed by University shall be limited to the difference, on a dollar-for-dollar monthly basis, between the total compensation owed by the University pursuant to this Paragraph and the total compensation earned through new employment during the otherwise unexpired Term. If the Employee's new employment provides a greater total compensation than the University total compensation, the University's obligation to pay shall cease immediately upon the Employee's acceptance of the new position.

The parties intend for all payments and benefits under this Section of the Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Section of the Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service." For purposes of Section 409A, Coach's right to receive any installment payments pursuant to this Section of the Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A. In no event will the University be responsible to Employee for any taxes, penalties or interest owed as a result of a violation of Section 409A.

Notwithstanding the foregoing language, in the event the University makes a good faith determination that Internal Revenue Code Section 457(f) is applicable in the event of a termination without cause by the University, with respect to any portion of the severance amount(s) payable to Employee in a calendar year after the calendar year in which the effective date of a termination without cause by the University occurs ('Future Severance Payments'), a portion of such Future Severance Payments shall be accelerated in an amount equal to the federal and state income tax withholdings (as well as any other employment tax obligations) that would have to be remitted by University, using the highest applicable (as opposed to the minimum required) federal and relevant state income tax rates for calculation purposes, if and only to the extent the Future Severance Payments are includible in Employee's income as of the effective date of the termination pursuant to IRC 457(f) and only to the extent such payment is permitted by Section 409A. The total amount of Future Severance Payments due to Employee will be offset by the amount of the Future Severance Payments subject to such acceleration, such portion to be paid by the end of the calendar year in which the effective date of termination occurs. The remaining Future Severance Payments shall be reduced by a pro-rata portion of the accelerated amount.

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 Men's Basketball Coach will be discontinued except to the extent such payments, award or benefits have been earned but not yet paid.

13. **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 sick leave and 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.

14. **RESPONSIBLE EMPLOYEE**

Employee is considered a Mandatory Reporter pursuant to Title IX of the Education Amendments Act of 1972 ("Title IX"). As a Mandatory Reporter, Employee is required to inform the University's Title IX Officer if Employee becomes aware that a University student (undergraduate, graduate, or professional) or employee has experienced sexual violence, sexual harassment, or other behavior prohibited by University policy (either on-or-off-campus). Employee must contact the University's Title IX Office as soon as possible when Employee learns or becomes aware of an incident of sexual violence or sexual harassment and share whatever information Employee has, including the names of any individuals involved, their contact information, and any details of the incident. As a Mandatory Reporter, Employee must report directly to the University's Title IX Office, even if Employee is unsure that the incident actually occurred or unsure whether it constitutes sexual harassment or sexual violence. Employee should not investigate the report and should not try to intervene or resolve the issue. While information must be provided to the University's Title IX Office, Mandatory Reporters should not discuss the case with other people who do not have a legitimate need to know.

15. **COST SAVING MEASURES**

Upon a determination that the fiscal year's revenue may be insufficient to cover the department's projected expenses or as part of an overall budget reduction plan consistent with University Regulation 2-13, the University of Wyoming by and through its Director of Intercollegiate Athletics and in its sole discretion retains the right to impose upon EMPLOYEE with at least 60 calendar days notice, cost saving measures, including but not limited to unpaid employee furloughs, salary reductions and/or other cost savings efficiencies deemed to be in the University's best interests.

16. **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.

17. **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.

18. **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.

19. **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 is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

20. **BUYOUT TO FORMER EMPLOYER**

University acknowledges and agrees that it shall be responsible for any financial consequences resulting from the voluntary termination of Employee's employment agreement with the University of Wisconsin-Green Bay, including but not limited to the payment of any liquidated damages applicable to the same (the "Contract Termination Expense"). The University shall treat the Contract Termination Expense as an ordinary and necessary business expense incurred by the University in return for the right to hire Employee. University has authorized this payment to be made directly to Employee's current employer as a reimbursable employee business expense in accordance with Treas. Reg. Sec. 1.62-2 and does not consider it to be compensation attributable to Employee. University acknowledges that the payment of this Contract Termination Expense is necessary to obtain Employee's services and therefore substantially benefits the University.

If the Contract Termination Expense is determined by any taxing authority to not qualify as a reimbursable employee business expense or if it is treated by any taxing authority as taxable income attributable to Employee, the University will neutralize the actual financial impact to Employee by making a "tax gross-up" payment to Employee to put Employee in the same financial

position he would have been in had the University’s payment of the Contract Termination Expense not been treated as taxable income attributable to Employee (the “Tax Gross-Up Payment”). The amount of such Tax Gross-Up Payment shall be determined in good faith by the University, Employee, and Employee’s financial advisor and/or CPA, if applicable. The parties will review Employee’s pertinent tax information, including signed income tax returns (and any amended returns), to substantiate such amount as is necessary to effectuate this desired outcome.

Moreover, in the event it is determined the Tax Gross-Up Payment did not put Employee in the same financial position he would have been in had the University’s payment of the Contract Termination Expense not been treated as taxable income attributable to Employee, including but not limited to any additional income tax liability, University agrees that they shall provide an additional payment to make Employee financially whole, with such payment amount to be determined in good faith by the University, Employee, and Employee’s financial advisor and/or CPA, if applicable. This provision shall survive the termination of this agreement.

21. **AGREEMENT UNDERSTANDING**

The Employee has read all terms and conditions of the Agreement and has signed said Agreement of Employee’s 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.

Both parties agree that an electronic signature of a party, whether digital or encrypted, included in this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**Recommended by:**

DocuSigned by:  
Matthew Whisenant  
Thomas Burman/Designee  
Director of Athletics

Date 5/12/2024

**APPROVED BY:**

**The University of Wyoming**

DocuSigned by:  
Edward Seidel  
Edward Seidel  
President

**The Employee**

DocuSigned by:  
SUNDANCE WICKS  
Sundance Wicks

Date 5/12/2024

Date 5/12/2024