

# UNIVERSITY OF WYOMING EMPLOYMENT AGREEMENT

## **I. Athletics Employment**

This Agreement is entered into between Floyd Jensen (hereinafter “Employee”) and the University of Wyoming (hereinafter “University”). The Employee is appointed as Head Men’s Golf Coach effective July 1, 2025, through June 30, 2026. 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>.

This appointment is made upon the following terms and conditions:

1. The University shall pay Employee an initial base salary at the rate of \$53,736 annually, payable in equal monthly installments over the stated course of the contract period. 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/>.
2. Employee shall be permitted to participate in University affiliated summer athletic camp activities under the same terms as stated in University Regulations and the University Conflicts of Interest and Commitment Policy.
3. Employee may be eligible, from time to time during the term of this Agreement, to receive supplemental compensation for performance resulting in a coach qualifying for an incentive payment provided in that coach’s contract. The amount of the supplemental compensation, the timing of the payment and the source of funding for the supplemental compensation shall be determined by the Director of Athletics in consultation with the coach.

Furthermore, the University also recognizes that the Employee 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 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.

4. 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 Director of Athletics.
5. Employee may be eligible for 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, complimentary season tickets, and/or a University stipend for a cell phone (e.g., iPhone, etc.).

6. 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 and the University's Conflicts of Interest and Commitment Policy.
7. In addition to those outlined in the Employee Handbook, the Director of Athletics may take disciplinary action, to include, but not limited to suspension with or without pay and termination 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 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. 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, UW Regulations, Standard Administrative Policies and Procedures or other University policies and procedures, or any applicable conference or NCAA regulations.
  - b. 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, as determined by the University.
  - c. 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; and
    - The Employee shall report all matters related to student-athlete well-being, including but not limited to 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.
  - e. Violations of those actions or inactions described in subparagraphs 7a. through 7e. during employment of Employee at the University of Wyoming or any other institution of higher learning.
8. Termination of Employee 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.
  9. Excluding termination under Paragraph 7a. through 7e., 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 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, accepts another position in collegiate or professional athletics during the remainder of the 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.

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

10. 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.
11. It is understood that the Director of Athletics retains the right to assign the Employee to other positions with different duties during the term of this Agreement. Such duties will be consistent with the Employee's education and experience.

12. 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 UW Regulation 2-13, the University of Wyoming by and through its Director of 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.
13. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
14. 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.
15. 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.
16. 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 Americans 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.
17. 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.

## **II. Administrative Appointment – UW Operations**

In addition to Employee's appointment as Head Golf Coach, Employee shall serve as the Director of Golf Operations, an administrative appointment within the Division of UW Operations. The annual salary for this position, which shall be in addition to the stated salary for the appointment within the Division of Athletics, shall be \$87,648 annually.

This administrative appointment is made upon the following terms and conditions:

1. Employee will report directly to Michael Samp, Associate Vice President for University Operations. As Director of Golf Operations, Employee will:
  - a. Manage day-to-day operations of the Jacoby Golf Course including but not limited to: planning and directing concessions, the pro-shop and First Tee program; oversight and management of golf tournaments and activities, golf cart rental inventory and rates, and yearly memberships; and coordination with UW Operations Ground Services Manager to ensure playing surfaces are maintained.
  - b. Provide budget oversight including but not limited to: assistance in the creation of the annual operating budget and fee/rate schedule; monitor the annual budget for compliance; and the development/management of strategies for increasing revenue including the advertisement and promotion of the golf course.
  - c. Provide oversight and promote the course through individual lessons, group lessons, men’s club, ladies club, and tournaments. Employee shall be required to maintain a great knowledge of the USGA rules of golf and have the expertise and detail to host USGA qualifiers, professional and open championship events, local fundraising tournaments, and corporate outings. This shall include understanding the Wyoming State Golf Association handicap system as it applies to local membership and events.
  
2. The Director of Golf Operations administrative appointment is an “at will” position and is exempt per the minimum wage and overtime provisions of the Fair Labor Standards Act. As an at will Employee, you or the University are entitled to terminate the employment relationship at any time and for any reason except an unlawful one. Nothing stated in this offer letter or verbally by any supervisor is intended to create an employment contract or to modify the at will employment status of Employee’s administrative appointment.

The undersigned hereby accept the terms and conditions as stated above.

Reviewed By Athletics: Initial  
MW

Reviewed By General Counsel: DS  
TE

**Recommended By:**

DocuSigned by:  
[Signature]  
\_\_\_\_\_  
Thomas Burman, Director of Athletics

Signed by:  
Michael Samp  
\_\_\_\_\_  
Michael Samp, Assoc VP for University Operations

**Approved By:**

Signed by:  
William Mai  
\_\_\_\_\_  
Bill Mai, VP for Campus Operations

Date 5/29/2025

DocuSigned by:  
Joe Jensen  
\_\_\_\_\_  
Employee

Date 5/29/2025