

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

THIS AGREEMENT is made and entered into, this 10th day of April, 2024, between the University of Wyoming (the University) and Heather Ezell (the Employee).

WITNESSETH:

WHEREAS, the University desires to employ the Employee, to serve as its Head Women’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 Women’s Basketball Coach. The appointment shall be for the period from April 10, 2024, through April 30, 2029. 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>

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>
April 10, 2024 – June 30, 2024	\$237,408 (prorated)
July 1, 2024 – June 30, 2025	\$245,004
July 1, 2025 – June 30, 2026	\$255,000
July 1, 2026 – June 30, 2027	\$265,008
July 1, 2027 – June 30, 2028	\$275,004
July 1, 2028 – April 30, 2029	\$275,004 (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 Women’s Basketball Coach, Employee shall be eligible to receive supplemental benefits in the form of 12 complimentary season tickets for women’s basketball games and 4 complimentary season tickets for all other applicable University of Wyoming home (athletic) competitions and a University stipend for a cell phone (e.g., iPhone, etc.). In addition, the

Employee may be eligible for additional supplemental benefits including the use of a courtesy/lease vehicle and auto insurance in accordance with Cowboy Joe Club policy and the University Vehicle Policy.

4. **SUPPLEMENTAL COMPENSATION FOR SERVICES RENDERED**

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

a. **Additional Compensation***: \$15,000

*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. **Academic Progress Rate (APR) Achievement Award**: \$7,500-\$10,000

Employee shall receive \$7,500 for each year in which the most recent single-year (annual) APR score for women's basketball is between 985 and 999 as reported on the official NCAA APR Report. Employee shall receive \$10,000 for each year in which the most recent single-year (annual) APR score for women's basketball is 1,000 as reported on the official NCAA APR Report.

Thus, the following incentives are feasible:

- Women's basketball does not earn a 985 or above = \$0
- Women's basketball earns between a 985-999 = \$7,500
- Women's basketball earns 1,000 = \$10,000

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.

c. **Conference Incentives**:

(Compensation levels are not cumulative)

- 10th conference victory (per season): \$2,500
- 11th conference victory (per season): \$5,000
- 12th conference victory (per season): \$7,500
- 13th conference victory (per season): \$10,000
- 14th conference victory (per season): \$12,500
- 15th conference victory (per season): \$15,000
- 16th conference victory (per season): \$17,500
- 17th conference victory (per season): \$20,000
- 18th conference victory (per season): \$22,500

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).

d. **Post-Season Incentives:**

- NCAA Tournament Appearance Incentive – 1 Month Base Salary (for Employee and Full-Time Assistant Coaches)
- 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. **Top 75 NET Rankings Victory Incentives:**

Employee shall receive \$5,000 for each non-conference victory (maximum of 2 victories/\$10,000 per season) versus a team ranked in the top 50 NET rankings from the previous year. For purposes of this incentive, the victory/victories must occur during the regular season (i.e., not during the post-season).

Any compensation for achieving **Top 75 NET Ranking Victory 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. **Housing Allowance:** \$1,000 per month

The **Housing Allowance** will be paid in twelve (12) equal installments on a monthly basis.

5. **ADDITIONAL COMPENSATION**

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

In accordance with NCAA and University policies, all such additional compensated activities must be submitted in writing annually for approval by the Director of Athletics and 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 Women's Basketball Coach, with all the duties, responsibilities and obligations normally associated with this position at a major University. Employee shall devote full time and best efforts toward the development and maintenance of an exemplary Division I Women's Basketball program and the performance of all other duties as specified herein. Employee's supervisor will be the Director of Athletics/Designee of the University, who will evaluate Employee's performance as Head Women's Basketball Coach on an annual basis.

8. **STUDENT-ATHLETE ELIGIBILITY**

Employee and the University recognize that a student-athlete may be declared not eligible for competition for academic reasons, because the University believes the student-athlete would not be an appropriate representative of the University, as a disciplinary sanction under University's disciplinary rules, or because the University believes that the student-athlete is not eligible according to the rules for athletic competition specified by the MWC or any other athletic conference of which University is a member, or by the NCAA, or for similar reasons. This decision may be made either by the Employee, the Director of Athletics, or the President of the University. In no event shall such an action taken by the University be considered a breach of this Agreement. Any violation by student-athletes of the University's academic or disciplinary rules and regulations shall be addressed in accordance with those policies.

9. **COMPLIANCE WITH RULES AND REGULATIONS**

If the Employee violates any regulation of the applicable conference, NCAA, the University or its Board of Trustees, or any condition of his appointment, he is subject to corrective or disciplinary action to include, but not limited to, suspension with or without pay and termination without notice, by the Director of Athletics. An athletic employee who is found in violation of NCAA regulations shall also be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. If the Employee is found guilty of an NCAA violation, Employee may be responsible (at the University's discretion) for reimbursing University for any legal expenses expended by the University in connection with any NCAA investigation, hearing or any other action related to the violation.

10. **ENDORSEMENT**

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

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

Any renewal, extension or modification of this contract must be approved by the Director of Athletics with the concurrence of the President of the University 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 Women's Basketball Coach will end at the conclusion of the stated Period of this Agreement in Section 1, except as extended by mutual agreement of the Parties.

- 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 in an amount equal to the base salary for each of the remaining years of the Agreement (the “University Liquidated Damages”).

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 include, but is not limited to, the following:
- a. Conduct unbecoming of a member of the University athletic staff or which brings discredit to the University as determined by the University; inability to perform duties; acts of insubordination to any superior University officials; acts of malfeasance, misfeasance, or nonfeasance in office; violations of any institutional regulations, policies or procedures; violations of any condition of the Employee’s appointment and violations of any applicable conference or NCAA regulations. 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 of the University.
- e. Violations of those actions or inactions described in subparagraphs 12a. through 12e. during employment of Employee at the University of Wyoming or any other institution of higher learning.

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.

- f. Excluding termination under Paragraph 12a. through 12e, 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 Women's Basketball Coach prior to the ending date of this Agreement, such termination may be effected immediately. The University's liability for any damages or payments created by this appointment shall be limited to the sum of the remaining base salary including any base salary increases that may have occurred over the life of the Agreement to be paid annually, in a manner and method to be determined by the University. If Employee, after termination pursuant to this paragraph f, 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 as Head Women'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 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.

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.

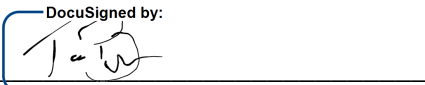
20. **AGREEMENT UNDERSTANDING**

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.

Reviewed By Athletics: 

Reviewed By General Counsel: 

Recommended by:

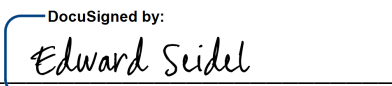

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Thomas Burman
Director of Athletics

Date 4/11/2024

APPROVED BY:

The University of Wyoming

The Employee


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Edward Seidel
President


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Heather Ezell

Date 4/11/2024

Date 4/11/2024