

**EMPLOYMENT AGREEMENT
THE UNIVERSITY OF WYOMING
And
DAVID CHRISTENSEN**

THIS AGREEMENT is made and entered into, this December 1, 2008 between the University of Wyoming (the University) and David Christensen (the Employee)

WITNESSETH:

WHEREAS, the University desires to employ the Employee, to serve as its Head Football Coach and 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. **EMPLOYMENT.**

Employee is employed by the University as its Head Football Coach. The employment as Head Football Coach shall be from January 1, 2009 through December 31, 2013. This employment is governed by policies set forth in UW Regulations; as such Regulations are approved or amended from time to time. A copy of the Regulations is on file at the University's website and in the office of the Director of Athletics for use by members of the Division. This employment is conditioned on the results of a criminal background and credit history review of Employee to be conducted by the University at the University's expense and with the authorization of Employee.

2. **SALARY.**

Beginning on January 1, 2009, the University shall pay Employee an initial base salary at the rate of \$180,000 annually, payable in equal monthly installments. The salary for the first year of employment shall be pro-rated to reflect the actual start date of employment. Future salary improvements will be determined in accordance with applicable Trustee policies and this Agreement. 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. The 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 UW Regulations.

3. **SUPPLEMENTAL BENEFITS.**

During the term of Employee's employment as Head Football Coach, Employee shall receive supplemental benefits in the form of a courtesy/lease vehicle and auto insurance, 12 complimentary season tickets for football, 4 complimentary season tickets for men's basketball games and 4 complimentary season tickets for women's basketball games. The assignment of all complimentary seats shall be made in consultation with the Employee. Employee and the 9 assistant coaches shall also receive a University stipend for a cell phone or a blackberry in accordance with applicable University policies.

4. **ADDITIONAL COMPENSATION.**

In addition to the University base salary and supplemental benefits, the University recognizes that the Head Football Coach has the opportunity, with prior written approval of the Director of Athletics, to receive additional income and/or products from outside sources such as shoe/apparel/equipment manufacturers/companies, independent speaking engagements, and football 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 the University President 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 addendum purposes and approval to the Director of Athletics.

5. **COMPETITIVE EXCELLENCE – ACHIEVEMENT.**

Employee will be eligible for Achievement Awards for Competitive Excellence payable annually in the year earned as follows:

- \$25,000 for each year the team finishes in the top 25 in either the Associated Press (AP) or USA Today football polls.

- \$30,000 for each year the team wins the Mountain West Conference (MWC) championship outright.
- \$15,000 for each year the team is a Mountain West Conference (MWC) co-champion.
- \$10,000 for each win by the team over an MWC opponent in the year the win occurs.
- \$10,000 for each year the team participates in any bowl game
- \$100,000 for each year the team participates in any BCS bowl game.

6. **COWBOY JOE CLUB ACHIEVEMENT AWARDS.**

The Employee will also 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. **ACADEMIC ACHIEVEMENT AWARD.**

Employee shall receive \$25,000 for each year in which the football team's *annual* APR (as distinct from the team's Multi-Year APR) exceeds the All Division I 4-year average as reported on the NCAA Division I Academic Progress Rate Institutional Report for that year.

8. **SUPPLEMENTAL SALARY FOR SERVICES RENDERED.**

During the term of his employment as Head Football Coach, Employee shall receive a supplemental salary paid monthly. Said supplemental salary shall be considered as additional compensation and shall not be recognized as compensation qualified for participation in the Wyoming State Retirement System or TIAA-CREF. The services rendered and annual compensation for these services are as follows:

- a. \$35,000 (\$2,916.66 monthly) - Sports Broadcasting Talent Fee
- b. \$30,000 (\$2,500 monthly)- Cowboy Joe and Athletic Department Appearance and Speaker Fee. Employee shall appear and/or speak at a minimum of 15 events and maximum of 30 events annually, as mutually agreed upon.
- c. \$20,000 (\$1,666.66 monthly) - Cowboy Sports Festival and Clinic Fee
- d. \$36,000 (\$3,000 monthly) - Housing Allowance