

## Head Wrestling Coach Employment Agreement

### RECOMMENDATION

It is recommended that the Board of Trustees approve the Employment Agreement between the University of Northern Colorado and Teyon Ware for the position of Head Wrestling Coach.

### BACKGROUND

This Agreement establishes the terms and conditions for Teyon Ware's employment as Head Wrestling Coach, effective upon execution through June 30, 2030. Key provisions include:

- Annual base salary of \$97,325, with eligibility for standard exempt employee compensation adjustments.
- Annual retention bonus of \$27,675, paid from endowment funds.
- Signing bonus of \$25,000, subject to repayment if separation occurs within 24 months.
- Up to three months of university housing and a university-provided cellular phone.
- \$5,000 relocation expense reimbursement.
- Eligibility for annual incentive compensation based on academic, athletic, and programmatic performance.
- Standard benefits for exempt employees.
- Agreement may be extended once by mutual written agreement.
- Termination provisions for cause, without cause, voluntary separation, disability, or death.
- Incorporates language regarding University Governmental Immunity and compliance with all applicable laws and policies.

Tamra J English  
Responsible Staff

12/03/2025  
Date

  
President

12/03/2025  
Date

Board Action

Date

**EMPLOYMENT AGREEMENT BETWEEN  
THE UNIVERSITY OF NORTHERN COLORADO  
AND  
TEYON WARE**

1. **Parties.** The parties to this Employment Agreement (Agreement) are the Board of Trustees for the University of Northern Colorado, for the use and benefit of the Athletic Department (UNC), and Teyon Ware (Ware).
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which Ware shall serve as UNC's Head Wrestling Coach.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through June 30, 2030. All services shall be completed during this term.

This Agreement may be extended once by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of UNC. If UNC intends to extend this Agreement after June 30, 2030, UNC will notify Ware in writing on or before March 1, 2030. If UNC does not notify Ware by March 1, 2030, Ware may terminate the Agreement without penalty under Section 7.C.

4. **Payment.**
  - A. **Salary.** UNC agrees to pay Ware for the services described in Section 5 below. Ware shall be paid an annual base salary of ninety-seven thousand three hundred twenty-five dollars (\$97,325.00) per year. Payment shall be made in equal monthly installments on the payroll dates for other UNC employees. Ware is eligible for the same compensation adjustments to his annual base salary as UNC exempt employees.
  - B. **Benefits.** Ware may participate in or receive benefits under any exempt employee benefit plan, including retirement and health plans. Ware understands and agrees he is not entitled to tenure, accrued sick or vacation leave, or access to UNC's grievance procedures in the event of termination pursuant to this Agreement.
  - C. **Retention Bonus.** UNC agrees to pay Ware a retention bonus of twenty-seven thousand six hundred seventy-five dollars (\$27,675.00) annually for the term of this Agreement. Payment shall be made from endowment funds in equal monthly installments from September to June each year of the Agreement on the payroll dates for other UNC employees.
  - D. **Signing Bonus.** UNC agrees to pay Ware a signing bonus of twenty-five thousand dollars (\$25,000.00) within ninety (90) days of the Effective Date of this Agreement. Ware understands and agrees that if he separates from UNC for any reason within twenty-four (24) months after the Effective Date of this Agreement,

Ware will repay the signing bonus to UNC within ninety (90) days after separation.

- E.** UNC agrees to provide Ware up to three (3) months university housing.
- F.** UNC agrees to provide Ware with a cellular phone for the term of this Agreement.
- G.** UNC agrees to pay Ware five thousand dollars (\$5,000.00) for relocation expenses within twelve months of the Effective Date of this Agreement.
- H. Incentives.** Ware is eligible to earn annual Incentive Compensation, subject to applicable deductions for federal, state, and local taxes, for each full intercollegiate wrestling season during the term of this Agreement provided that (a) Ware achieves one or more of the goals described in sub-paragraphs (i) through (viii), below, (b) Ware remains employed in the position of Head Wrestling Coach under the terms of the Agreement through April 30 of each full intercollegiate wrestling season to which such goals apply, (c) this Agreement is not terminated pursuant to Paragraph 7A, below, prior to the date Incentive Compensation is due and payable to Ware, and (d) beginning with the 2025-2026 intercollegiate wrestling season, UNC's wrestling student-athlete academic performance is at or above 930 (multiyear) of the NCAA Academic Performance Rate. Incentive Compensation includes the following:

  - (i) Six thousand dollars (\$6,000.00) for wrestling student-athlete annual academic performance at or above 950 of the NCAA Academic Performance Rate.
  - (ii) Three thousand dollars (\$3,000.00) if the wrestling team student-athletes and coaching staff meet the Director of Athletics' expectations for performing marketing and community service activities for Fall semester for each academic year during the term of this Agreement. The parties understand and agree that prior to start of each Fall Semester for each academic year during the term of this Agreement the Athletic Director and Ware will agree to UNC's expectations for performing marketing and community service activities for that Fall Semester.
  - (iii) Four thousand dollars (\$4,000.00) for a team grade point average (GPA) of 2.75 or above during the Fall semester for each academic year during the term of this Agreement.
  - (iv) Four thousand dollars (\$4,000.00) for a team grade point average (GPA) of 2.75 or above during the Spring semester for each academic year during the term of this Agreement.
  - (v) Three thousand dollars (\$3,000.00) if the wrestling team student-athletes and coaching staff meet the Director of Athletics' expectations for

performing marketing and community service activities for Spring semester for each academic year during the term of this Agreement. The parties understand and agree that prior to start of each Spring Semester for each academic year during the term of this Agreement the Athletic Director and Ware will agree to UNC's expectations for performing marketing and community service activities for that Spring Semester.

- (vi) Two thousand dollars (\$2,000.00) if at least two (2) student-athlete wrestlers place in the top eight (8) positions of their individual weight class at the Big 12 Wrestling Championships. If the Big 12 Wrestling Championship is not held, Ware is eligible for the incentive in this subsection if at least two (2) or more wrestlers are ranked in the top eight (8) of their individual weight class in the official Big 12 rankings at the end of the regular season.
- (vii) Two thousand dollars (\$2,000.00) if at least two (2) student-athlete wrestlers qualify for the NCAA Wrestling Championship. If the NCAA Wrestling Championship is not held, Ware is eligible for the incentive in this subsection if at least two (2) wrestlers are ranked in the top thirty-three (33) of their individual weight class in the official NCAA Wrestling rankings at the end of the regular season.
- (viii) Four thousand dollars (\$4,000.00) for each season during the term of this Agreement that paid attendance at UNC home duals and tournaments increases by five percent (5%) from the season immediately preceding.

UNC will pay Ware Incentive Compensation under subparagraphs (i)-(iii), if earned, on or before January 31 in each year during the term of the Agreement. UNC will pay Ware Incentive Compensation under subparagraphs (iv)-(viii), if earned, on or before June 30 in each year during the term of the Agreement.

Ware understands and agrees that each incentive payment obligation of UNC under this section is conditioned on the availability of funding in the wrestling incentive fundraising account. No penalty shall accrue to UNC in the event there is insufficient funds in the wrestling incentive fundraising account to pay any or all incentives in this section. The parties agree that UNC's failure to pay an incentive under this section based on availability of funds in the wrestling incentive fundraising account is not a material breach of this Agreement.

- I. Availability of Funds.** Each payment obligation of UNC is conditional upon the availability of auxiliary revenues. No penalty shall accrue to UNC in the event this provision is exercised, and UNC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**5. Responsibilities of Ware.** Ware agrees to:

- A. Assistant Coaches.** Pursuant to the Colorado Equal Pay for Equal Work Act, institutional hiring practices and procedures, and all other applicable laws, Ware shall select the assistant wrestling coaches and wrestling support staff to assist in administering and executing UNC's intercollegiate wrestling program within annual compensation amounts as approved by UNC Director of Athletics. Ware shall be responsible for the performance of each Assistant Coach and support staff and may recommend to the Director of Athletics the discharge or release of any assistant coach or staff subject to terms of their contract with UNC.
- B. Treatment of Student-Athletes.** Ware shall encourage and support student-athletes regarding academic activities and achievements, including emphasis on academic excellence and each student-athlete's completion of their undergraduate degree program.
- C. Compliance with NCAA Rules.** UNC is an NCAA member institution. As an employee of UNC, Ware is subject to all applicable rules and regulations set forth by the NCAA and acknowledges the obligation to uphold a standard of rules compliance, specifically NCAA Bylaw, Article 10 Ethical Conduct. Failure to comply with any NCAA regulations may result in disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for cause if a violation is significant or repetitive.

Further, Ware shall not engage in or condone any conduct by a member of the wrestling team's coaching staff, a student-athlete, or any person under Ware's supervision or direction, which constitutes:

- (i) A Level I or Level II violation or repetitive Level III violations of NCAA rules, bylaws, or regulations.
- (ii) A violation of UNC policies, rules, and regulations including but not limited to UNC's Board Policy Manual and UNC Regulations.
- (iii) A violation of applicable Big 12 Conference rules, legislation, or regulations; or (d) a violation of Federal, State, or local laws or regulations.
- (iv) For purposes of this section, "condone" means:

  - (a) Ware's actual knowledge of and complicity in a violation by a member of the Athletic Team's coaching staff or any person under Ware's supervision and direction, including a student-athlete; or
  - (b) Ware's failure to report a known violation by a member of the Team's coaching staff or any person under Ware's supervision and direction,

including a student-athlete, to the Director of Athletics within a reasonable period of time after Ware knew or should have known of the violation.

- D. Outside Employment.** Ware shall devote such time, attention, and efforts as necessary to fulfill the duties under this Agreement and shall not become associated directly with any other business or in any other employment without first obtaining the prior written consent from the Director of Athletics, which will not be unreasonably withheld. Ware understands and agrees that participation in speaking engagements and personal appearances, coaches' clinics, wrestling camps, radio and TV appearances, athletic shoe, apparel, and equipment endorsement contracts are considered outside employment. Ware shall provide any agreement for outside employment to the Director of Athletics within a reasonable time prior to the engagement to allow for review and approval.
- E. Camps.** Ware understands and agrees that if he operates a sports camp during any summer during the term of this Agreement, he must execute a UNC Sports Camp Agreement as a Camp Sponsor and comply with its terms. Ware further understands and agrees that during any sports camp he shall follow all UNC rules and regulations, including but not limited to those of UNC Conference Services and the Athletic Department, as well as all NCAA rules, regulations, and policies for summer wrestling camps.
- F. Fundraising.** Ware understands and agrees that he is required, as part of his duties under this Agreement, to engage in fundraising and promotional activities for UNC's wrestling program. Further, Ware is required to make public appearances at both on and off campus events as required by the Director of Athletics or Wrestling Sport Administrator. All such fundraising activities must be approved by the Director of Athletics or Wrestling Sport Administrator.
- G. Scheduling.** Ware understands and agrees that he is responsible for developing UNC's annual wrestling schedule, consistent with the philosophy of UNC and subject to the approval of the Director of Athletics.

**6. Responsibilities of UNC.** UNC agree to:

- A.** Pay Ware in accordance with Section 4 above.

**7. Termination of Contract.**

- A. Termination for Cause.** Parties agree that UNC has the right to terminate this Agreement for cause. Ware understands and agrees that if UNC terminates his employment for "cause" under this Agreement he is not entitled to any salary or benefits from UNC after the effective date of termination. For the purposes of this Agreement, "cause" is defined as:

- (i) Determination by UNC, the NCAA, or the Big 12 Conference that Ware committed a major infraction(s) of UNC, the NCAA or Big 12 Conference's constitution, by-laws, rules, regulations, or policies.
- (ii) Determination by UNC, the NCAA, or the Big 12 Conference that any Assistant Coach, Coordinator, or support staff that assisted in administering and executing UNC's intercollegiate wrestling program committed a Level I infraction(s) of the constitution, by-laws or rules, regulations, or policies of UNC, the NCAA, or Big 12 Conference.
- (iii) Ware's conviction of, or guilty plea, or nolo contendere plea to, a violation of any Federal, State, or local criminal statute or ordinance.
- (iv) Determination by UNC that Ware bet money or anything of value on the outcome or score of any athletic contest involving a team or athlete representing UNC.
- (v) Ware's failure or unwillingness to perform the duties of Head Wrestling Coach as specified in this Agreement or in writing by UNC Director of Athletics.

**B. Termination without Cause.** Parties agree that UNC has the right to terminate this Agreement "without cause." Termination "without cause," is defined as any reason not constituting "cause" as defined in Paragraph 7A. If UNC terminates this Agreement "without cause" on or before June 30, 2029, UNC will pay Ware a lump sum severance payment equal to six (6) months of his base salary, at the time of termination, less applicable Federal, State, local income taxes, and other lawful deductions.

**C. Voluntary Termination.** Parties agree that Ware has the right to terminate this Agreement for any reason upon seven (7) days written notice to UNC. If Ware terminates this Agreement pursuant to this section, Ware understands and agrees that he will not receive any salary or benefits from UNC after he provides written notice of voluntary termination to UNC. If Ware terminates this Agreement on or before June 30, 2029, to assume a position as a head wrestling coach or an assistant wrestling coach at another college or university, he will be required to pay UNC an amount equal to six (6) months of his base salary, at the time of termination, within thirty (30) days of written termination notice.

**D. Termination for Disability.** This Agreement will automatically terminate if Ware becomes disabled.

- (i) "Disabled" as used herein means that Ware is unable to perform the

essential functions of his duties under this Agreement, with or without reasonable accommodation.

- (ii) If after engaging in the interactive process with UNC's Human Resources Office, Ware is deemed unable to perform the essential functions of his job with or without reasonable accommodation, this Agreement will automatically terminate, and Ware's salary and all other benefits shall end in the month of such determination notice. Any insurance or other similar benefits may continue in accordance with their terms or UNC policy.

**E. Termination on Death.** This Agreement will automatically terminate if Ware dies.

- (i) If this Agreement is terminated because of Ware's death, Ware's salary and all other benefits shall end in the month of Ware's death except that any insurance or other similar benefits may continue in accordance with their terms or UNC policy.

## **8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, without regard to conflicts of law principles. The Courts of the State of Colorado shall have jurisdiction over this Agreement and the parties. The venue shall be the Nineteenth Judicial District, Weld County, Colorado.
- C. Employment Policies.** Except as specifically excepted above, this Agreement and Ware's employment shall be governed by UNC's applicable policies, rules, and regulations including but not limited to UNC's Board Policy Manual and University Regulations, and applicable statutes, regulations, and policies of the State of Colorado.
- D. Entirety of Agreement.** This Agreement, consisting of eight (8) pages represents the entire and integrated Agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
- E. Governmental Immunity.** Notwithstanding anything herein to the contrary, no term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act," CRS §§ 24-10-101, *et seq.*, as now or hereafter amended.



**F. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**G. Waiver.** Any waiver by either party of any term or provision of this Agreement shall not constitute a waiver of any other provision of this Agreement or a waiver at any later time.

**9. Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page. This Agreement shall not be binding upon UNC until it is approved by the Board of Trustees and signed by the Director of Athletics.

**UNIVERSITY:**

Board of Trustees for the University of Northern Colorado

\_\_\_\_\_  
Dale Pratt, CFO and Vice President for  
Finance & Administration

\_\_\_\_\_  
Date

**WARE:**

TEYON WARE

\_\_\_\_\_  
Teyon Ware

\_\_\_\_\_  
Date

**Recommended for Approval by the University**

\_\_\_\_\_  
Darren Dunn  
Director of Athletics  
University of Northern Colorado

\_\_\_\_\_  
Date