

UNIVERSITY OF
NORTHERN COLORADO

BOARD OF TRUSTEES AGENDA ITEM

Meeting Date: June 9, 2023

Action Item Discussion Item Information Item

Name of Item: **Approval of Multi-Year Employment Contract for Coach Oates**

Responsible Staff Member: Jacquelynn Rich Fredericks; Darren Dunn

Summary of Issue: Recommended approval of multi-year employment agreement for Head Women's Volleyball Coach Oates.

Pursuant to the Section 24-19-104(1.5)(a), C.R.S., each institution of higher education may have not more than six government-supported employee contracts having a duration not more than five (5) years in length. The University respectfully requests that the Board of Trustees approve issuance of one of those allowable contracts to Coach Oates, on the terms and conditions set forth in the Agreement. The Agreement includes a term stating that the University may terminate the Agreement without penalty if sufficient funds are not appropriated, as is required by Section 24-19-104(1.5)(a)(II), C.R.S. To approve a multiyear contract, the Board must make an affirmative finding on the public record that this Agreement is necessary in order to hire the employee in light of prevailing market conditions and competitive employment practices.

Recommended Motion: Motion to approve the multiyear contract for Coach Oates as pursuant to Section 24-19-104(1.5)(A)(I), C.R.S. the Board finds that this "contract ... is necessary for the hiring or retaining of the employee in light of prevailing market conditions and competitive employment practices."

Recommended Action by BOT: Approval No Action Needed

Change to Board Policy Manual: Approval No Action Needed

If yes, Section:

Administrative Recommendation (Motion): Approve

Jacquelynn Rich Fredericks 6/2/2023
Signature of Vice President Date

 6/5/23
Signature of President Date

UNIVERSITY OF NORTHERN COLORADO
DEPARTMENT OF ATHLETICS
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 1st day of July, 2023, by and between the Board of Trustees of the UNIVERSITY OF NORTHERN COLORADO (“University”) and Lyndsey Oates (“Oates”).

WHEREAS, University desires to employ Oates as its Head Volleyball Coach; and

WHEREAS, Oates is qualified and available for employment in this position.

WHEREAS, pursuant to Section 24-19-104(1.5)(a)(I), C.R.S. the University’s Board of Trustees has determined that this multiyear Agreement is necessary for the hiring or retaining of Oates in light of prevailing market conditions and competitive employment practices.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. **EMPLOYMENT.** University hereby employs Oates as Head Volleyball Coach to perform all duties as assigned by the President and the Director of Athletics of University, including the coaching and supervision of University’s intercollegiate volleyball team. Provided that the previous Employment Agreement between University and Oates has not been terminated by either University or Oates prior to July 1, 2023, this Agreement will commence on that date as provided in Paragraph 2, below, and on such commencement date will supersede all previous employment agreements between University and Oates. If the previous Employment Agreement between University and Oates is terminated by either University or Oates prior to July 1, 2023, this Agreement will be null and void.

2. **TERM.** This Agreement shall commence on July 1, 2023, and shall be in effect until June 30, 2028, unless otherwise terminated by the Parties pursuant to the terms of this Agreement. On or before December 30, 2026, University will notify Oates in writing whether it intends to enter into negotiations with Oates for a new or renewal employment agreement for her employment on and after June 30, 2028.

3. **SALARY.** Oates shall be paid an annual base salary of \$135,000.00 at the commencement of the Term of this Agreement, payable by the University in equal monthly installments on the same payroll dates as other University employees. Oates will be eligible and considered for compensation adjustments to her annual base salary as consistent with and applicable to University’s exempt employees.

4. **BENEFITS.** Oates shall be eligible to participate in or receive benefits under any exempt employee benefit plan made available to other University exempt employees, including participation in retirement and health plans. Oates shall not be entitled to tenure, accrued sick or vacation leave, or access to University’s grievance procedures in the event of termination pursuant to this Agreement. In addition, contingent upon availability, and pursuant to applicable

University policies and guidelines, University shall provide a courtesy car and cell phone to Oates.

5. **INCENTIVE COMPENSATION/RETENTION BONUS.** Provided that (a) Oates achieves one or more of the goals described in sub-paragraphs (i) through (vii), below, (b) Oates remains employed in the position of Head Volleyball Coach under the terms of the Agreement for each full intercollegiate volleyball season to which such goals apply, (c) this Agreement is not terminated pursuant to Paragraph 8, below, prior to the date on which payment for such Incentive Compensation is due and payable to Oates, and (d) University's volleyball student-athlete annual academic performance is at or above 930 (multi-year) of the NCAA Academic Performance Rate, Oates shall receive annual incentive compensation for each full intercollegiate volleyball season during the Term of this Agreement as follows:

- i. \$7,000 for volleyball student-athlete annual academic performance at or above 960 of the NCAA Academic Performance Rate;
- ii. \$4,000 for team grade point average after Fall semester at or above 3.20;
- iii. \$4,000 for team grade point average after Spring semester at or above 3.20;
- iv. \$5,000 for qualifying for the Big Sky Volleyball Championship Tournament
- v. \$5,000 for winning outright or sharing the Big Sky regular season conference title;
- vi. \$5,000 for winning the Big Sky Conference Volleyball Tournament;
- vii. \$10,000 for winning the First Round of the NCAA Tournament.

The amounts of Incentive Compensation earned under subparagraphs i-viii of this Paragraph 5 shall be due and payable in a lump sum (less applicable Federal, State, and local taxes) within thirty (30) days after the conclusion of each full intercollegiate volleyball season to which such goals apply.

For each of the first four (4) full years (July 1, 2023-June 30, 2024, July 1, 2024-June 30, 2025, July 1, 2025-June 30, 2026, and July 1, 2026-June 30, 2027) in which this Agreement is in effect and insofar as it is not otherwise terminated by the Parties pursuant to the terms of this Agreement, two thousand five hundred and 00/100 dollars (\$2,500.00) from sources other than University revenue shall be deposited into an account maintained by the University Foundation for the purpose of funding a Retention Bonus for Oates. If Oates remains employed under this Agreement through June 30, 2027, Oates shall receive payment of ten-thousand and 00/100 dollars (\$10,000.00) less applicable deductions for federal, local, and state taxes as an earned Retention Bonus. If, prior to June 30, 2027, this Agreement and Oates' employment thereunder is terminated "without cause" pursuant to Paragraph 9 of this Agreement, Oates shall receive payment of two thousand five hundred and 00/100 dollars (\$2,500.00) for each of the first four (4) full years of this Agreement in which Oates has completed employment under this Agreement less applicable deductions for federal, local, and state taxes as an earned Retention Bonus. If, during the Term of this Agreement, Oates' employment is terminated for "cause" pursuant to Paragraph 8 of this Agreement or if Oates terminates this Agreement June 30, 2027 pursuant to Paragraph 10 of this Agreement, Oates shall not have earned and Oates shall not be entitled to receive, a payment of any amount as a Retention Bonus. Any Retention Bonus

payments made under this Agreement shall not be subject to contribution by University of any retirement benefits under any University retirement plan.

6. **ASSISTANT COACHES/DIRECTOR OF OPERATIONS.** Subject to prior approval of University and its Director of Athletics, Oates, pursuant to Equal Pay for Equal Work Act compliance institutional hiring practices and procedures shall have the right to select the Assistant Volleyball Coaches and the Director of Operations to assist in administering and executing University's intercollegiate volleyball program. These assistant coaches shall be employed by University at a salary pool of at least \$160,000.00 (beginning in January 1, 2023 and subject to compensation adjustments as applicable to University's exempt employees). Oates shall be responsible for the performance of each Assistant Coach and may recommend to the Director of Athletics the discharge or release of any such person subject to terms of their contract with University.

7. **RESPONSIBLE TREATMENT OF STUDENT-ATHLETES.** Oates shall at all times in the performance of her duties and responsibilities under this Agreement engage in conduct that encourages and supports student-athletes in regard to academic activities, and achievements, including an emphasis on academic excellence and each student-athlete's completion of their undergraduate degree program.

8. **TERMINATION FOR CAUSE.** University shall have the right to terminate this Agreement during the term of the Agreement for cause. For the purposes of this Agreement, "cause" is defined as:

- a. Determination by University, the NCAA, or the Big Sky Conference that Oates has committed a major infraction(s) of the constitution, by-laws, or rules, regulations, or policies of University, the NCAA, or Big Sky Conference;
- b. Determination by University, the NCAA, or the Big Sky Conference that any of Oates' Assistant Coaches has committed a major infraction(s) of the constitution, by-laws, or rules, regulations, or policies of University, the NCAA, or Big Sky Conference;
- c. Any conduct by Oates that results in her conviction of, or plea of guilty or nolo contendere to, a violation of any Federal, State, or local criminal statute;
- d. Betting of money or anything of value on the outcome or score of any athletic contest involving a team or athlete representing University; or
- e. Oates' unwillingness to perform the duties of Head Volleyball Coach as specified in writing by the Director of Athletics of University.

In the event University terminates Oates' employment under this Agreement for "cause," she shall not be entitled to any salary or benefits from the University after the effective date of termination.

9. **TERMINATION WITHOUT CAUSE.** University shall have the right to terminate this Agreement during the term of the Agreement "without cause," which is defined as any reason not constituting "cause" as defined in Paragraph 8, above. If University terminates this Agreement "without cause," Oates will receive three (3) months written notice of such

termination or, at University's option, it may elect to pay Oates three (3) months base salary in lieu of such notice period. In either instance, Oates will be paid any Incentive Compensation pursuant to Paragraph 5, above, that Oates has earned prior to the date of notice of termination "without cause."

10. **VOLUNTARY TERMINATION.** Oates shall have the right to terminate this Agreement for any reason upon seven (7) days written notice to University. If Oates terminates this Agreement pursuant to this Paragraph 10, she shall not thereafter receive any salary or benefits from the University after such written notice to University. If Oates terminates this Agreement pursuant to this Paragraph 10 because she intends to assume a position as a volleyball coach at another college or university prior to June 30, 2028, she will be required to pay to University upon submission of such written termination notice to University the sum of three (3) months base salary. Oates shall not be obligated to make the payment to University described in the immediately preceding sentence if she terminates this Agreement under this Paragraph 10 due to a substantial impairment of University's intercollegiate Volleyball Program resulting from sanctions imposed by the NCAA or imposed by University based upon NCAA violations occurring prior to the commencement of Oates' employment with University.

11. **N.C.A.A. PROVISIONS.** Pursuant to NCAA Bylaw 11.2.1, if Oates is found in violation of NCAA regulations, she shall be subject to disciplinary or corrective actions set forth in the provisions of the NCAA enforcement procedures, including, for significant or repetitive violations, suspension without pay or termination of employment.

12. **OUTSIDE EMPLOYMENT.** In her capacity as Head Volleyball Coach, Oates will be permitted to use the Butler-Hancock Sports Pavilion and the Campus Recreation Center for up to four (4) weeks for volleyball-related camps each summer, provided that written notice by Oates of a firm commitment to hold such volleyball camp(s) and the dates upon which such camp(s) are to be held are received by, and coordinated with, the Director of Athletics and University Conference Services a reasonable time prior to the commencement of such camp(s). Oates shall pay University for the use of University facilities and services attendant to any such camp(s) prior to the commencement of such camp(s) in an amount agreed upon by Oates and University. In the conduct of such camp(s), Oates shall follow all University rules and regulations, including but not limited to those of Conference Services and the Athletic Department, as well as all NCAA rules, regulations, and policies for summer volleyball camps.

Oates 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 consent will not be unreasonably withheld. For purposes of this Agreement, Oates' participation in speaking engagements and personal appearances, coaches' clinics, volleyball camps, radio, and TV appearances, and athletic shoe/apparel and equipment endorsement contracts shall be considered outside employment. Any agreement for outside employment of Oates shall be provided by Oates to the Director of Athletics within a reasonable time prior to the engagement to allow for review and approval.

13. **FUND RAISING AND PUBLIC APPEARANCES.** It is expected that Oates, as part of her duties under this Agreement, shall engage in fundraising activities for University's volleyball program. All such fundraising activities shall be with the prior consent and approval of the Director of Athletics. Oates will also be expected to make public appearances at both on and off campus events as required by the Director of Athletics.

14. **SCHEDULING.** Oates shall have responsibility for developing University's annual volleyball schedule, consistent with the philosophy of University and approval of the Director of Athletics.

15. **NOTICES.** Each Party shall give the other written notice of all matters necessary to effectuate the provisions of this Agreement at the addresses listed below for Oates, and for the Director of Athletics at University of Northern Colorado, 208 Butler Hancock Athletic Center, Greeley, CO 80639. Each Party is responsible for providing prompt written notice of any change of address.

16. **AMENDMENTS TO AGREEMENT.** No amendments to this Agreement shall be effective unless in writing and executed by Oates and University.

17. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado.

18. **EMPLOYMENT POLICIES.** Except as specifically excepted above, this Agreement and Oates' employment thereunder shall be governed by University's applicable policies, rules, and regulations including but not limited to University's Board Policy Manual and University Regulations, and the applicable statutes, regulations, and policies of the State of Colorado.

19. **INTEGRATED DOCUMENT.** This Agreement is intended by the Parties as a final and binding expression of their agreement regarding Oates' employment with University. This Agreement supersedes and revokes all prior negotiations, representations, and agreements, whether oral or written, relating to the subject matter hereof. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any remaining provisions.

20. **FUND AVAILABILITY AND BOARD OF TRUSTEES APPROVAL.** Notwithstanding, Paragraph 2, Financial obligations of the University, as an entity of the State of Colorado, after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available by the State of Colorado as required by Section 24-19-104(1.5)(a)(II), C.R.S. The Parties understand and agree that this Agreement is subject to approval by the University Board of Trustees and is not valid until so approved.

21. **COUNTERPARTS.** This Agreement may be executed in counterparts all of which taken together constitute the fully executed Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE(S) INDICATED BELOW.

Lyndsey Oates Date
Head Volleyball Coach
University of Northern Colorado
3946 W 17th St.
Greeley, CO 80634

Recommended for execution by the University:

Darren Dunn Date
Director of Athletics
University of Northern Colorado

STATE OF COLORADO
Acting by and on behalf of the Board of Trustees
for The University of Northern Colorado

By: _____ Date
Dale Pratt Date
CFO and Senior Vice President for Finance and Administration