

UNIVERSITY OF
NORTHERN COLORADO

BOARD OF TRUSTEES AGENDA ITEM

Meeting Date: February 14, 2020

Action Item Discussion Item Information Item

Name of Item: **Head Volleyball Coach Employment Agreement**

Responsible Staff Member: Dan Satriana

Summary of Issue: This is a new multi-year employment agreement for our Head Volleyball Coach, Lyndsey Oates. Coach Oates' current multi-year agreement (five-year term) expires on February 28, 2020 and the proposed employment agreement is to continue Coach Oates' employment under a new five-year agreement.

Recommended Action by BOT: Approval No Action Needed

Change to Board Policy Manual: Approval No Action Needed

If yes, Section:

Administrative Recommendation (Motion): Recommend approval



Signature of Vice President

2/17/20

Date

Signature of President

Date

UNIVERSITY OF NORTHERN COLORADO
DEPARTMENT OF ATHLETICS
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 1st day of March, 2020, 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.

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 Employment Agreement between University and Oates entered into July 1, 2015 has not been terminated by either University or Oates prior to March 1, 2020, this Agreement will commence on the date provided in Paragraph 2, below, and on such commencement date will supersede all previous employment agreements between University and Oates. If the Employment Agreement between University and Oates entered into July 1, 2015 has been terminated by either University or Oates prior to March 1, 2015, this Agreement will be null and void.

2. **TERM.** This Agreement shall commence on March 1, 2020 and shall be in effect until February 28, 2025, unless otherwise terminated by the parties pursuant to the terms of this Agreement. On or before December 30, 2024, 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 March 1, 2025. University and Oates will meet in or about December 2021 to discuss whether there are amendments to this Agreement that the parties believe are in their mutual interest to explore and upon which they may be able to agree.

3. **SALARY.** Oates shall be paid an annual base salary of \$105,857.00 per year 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 (viii), 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, and (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. \$5,000 for an increase of ten (10) percent in home paid attendance revenue in current season over immediately preceding season;
- ii. An additional \$5,000 for an increase of fifteen (15) percent in home paid attendance revenue in current season over immediately preceding season;
- iii. \$5,000 for volleyball student-athlete annual academic performance at or above 960 of the NCAA Academic Performance Rate;
- iv. \$2,500 for team grade point average (GPA) after Fall and Spring semester at or above 3.20;
- v. \$5,000 for winning or sharing the Big Sky regular season conference title outright;
- vi. \$5,000 for winning the Big Sky Conference Volleyball Tournament;
- vii. \$5,000 for being named Big Sky Coach of the Year by the Conference;
- viii. \$2,500 for winning the First Round of the NCAA Tournament;
- ix. \$2,500 for winning the Second 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 30 days after the conclusion of each full intercollegiate volleyball season to which such goals apply.

6. **ASSISTANT COACHES/DIRECTOR OF OPERATIONS.** Subject to prior approval of University and its Director of Athletics, Oates, pursuant to 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 \$114,453.00 (beginning in March 1, 2020 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 his/her 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 his/her 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 and/or the Big Sky Conference that Oates has committed a major infraction(s) of the constitution, by-laws, and/or rules, regulations or policies of University, the NCAA and/or Big Sky Conference;

- b. Determination by University, the NCAA and/or the Big Sky Conference that any Assistant Coach of Oates has committed a major infraction(s) of the constitution, by-laws and/or rules, regulations or policies of University, the NCAA and/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 February 28, 2025, she will be required to pay to University upon submission of such written termination notice to University the sum of twenty-five thousand six hundred twenty-five and 00/100 dollars (\$25,625.00). 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 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 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 the pursuant to 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, football 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.** 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

