

UNIVERSITY OF
NORTHERN COLORADO

BOARD OF TRUSTEES AGENDA ITEM

Meeting Date: June 12, 2020

Action Item Discussion Item Information Item

Name of Item:	Head Football Coach Employment Agreement
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Responsible Staff Member: Dan Satriana

Summary of Issue: Recommended approval of multi-year employment agreement for new Head Football Coach Ed McCaffrey.

Recommended Action by BOT: Approval No Action Needed

Change to Board Policy Manual: Approval No Action Needed

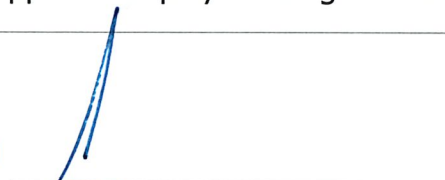
If yes, Section:

Administrative Recommendation (Motion): Approve Employment Agreement



Signature of Vice President

6/4/20
Date



Signature of President

6/4/2020
Date

UNIVERSITY OF NORTHERN COLORADO
DEPARTMENT OF ATHLETICS
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 18th day of December, 2019, by and between the Board of Trustees of the UNIVERSITY OF NORTHERN COLORADO (“University”) and Edward McCaffrey, (“McCaffrey”).

WHEREAS, University desires to employ McCaffrey as its Head Football Coach; and

WHEREAS, McCaffrey 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 McCaffrey as Head Football 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 football team.

2. **TERM.** This Agreement shall commence on the date first written above 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 McCaffrey in writing whether it intends to enter into negotiations with McCaffrey for a new or renewal employment agreement for his employment on and after March 1, 2025.

3. **SALARY.** McCaffrey shall be paid an annual base salary of \$190,000.00 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. McCaffrey will be eligible and considered for compensation adjustments to his annual base salary as consistent with and applicable to University’s exempt employees.

4. **BENEFITS.** McCaffrey 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. McCaffrey 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, available country club membership, and cell phone to McCaffrey.

5. **INCENTIVE COMPENSATION.** Provided that (a) McCaffrey achieves one or more of the goals described in sub-paragraphs (i) through (viii), below, (b) McCaffrey remains employed in the position of Head Football Coach under the terms of the Agreement for each full intercollegiate football 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 McCaffrey, and (d) University’s football student-athlete annual academic performance is at or above 930 (multi-year) of the NCAA Academic Performance Rate, McCaffrey shall receive annual Incentive Compensation for each full intercollegiate football season during the Term of this Agreement as follows:

- i. \$10,000.00 for average home paid attendance of 3,000 per game in year 1; 3,500 per game in year 2; 4,000 per game in years 3 through 5;
- ii. \$10,000.00 for football student-athlete annual academic performance at or above 950 of the NCAA Academic Performance Rate for year 1 only; annual academic performance rate of 960 or above for years 2-5;
- iii. \$2,500.00 for team grade point average (GPA) after Fall and Spring semester at or above 2.85;
- iv. \$5,000 for a graduation success rate (GSR) at or above 82%
- v. \$5,000.00 for six (6) wins in a regular season and an additional \$5,000 for seven or more wins;
- vi. \$10,000.00 for winning or sharing the Big Sky Conference Championship;
- vii. \$10,000.00 for a Football Championship Subdivision Playoff appearance;
- viii. \$25,000.00 for winning the FCS National Championship;
- ix. \$10,000.00 for winning a Big Sky Coach of the Year award.

The amounts of incentive compensation earned under subparagraphs i-x of this paragraph 5 shall be due and payable (less applicable Federal, State and local taxes) within 30 days after the conclusion of full intercollegiate football season to which such goals apply or incentive is achieved.

6. **ASSISTANT COACHES.** Subject to prior approval of University and its Director of Athletics, McCaffrey, pursuant to institutional hiring practices and procedures shall have the right to select the Assistant Football Coaches, Coordinators and football support staff to assist in administering and executing University's intercollegiate football program. McCaffrey shall be responsible for the performance of each Assistant Coach, Coordinator, and support staff 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.** McCaffrey shall at all times in the performance of his 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 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 McCaffrey 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, Coordinator, and/or support staff who assisted in administering and executing University's intercollegiate football program 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 McCaffrey that results in his 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. McCaffrey's unwillingness to perform the duties of Head Football Coach as specified in writing by the Director of Athletics of University.

In the event University terminates McCaffrey's employment under this Agreement for "cause," he 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" prior to December 31, 2022, University will continue to pay McCaffrey his annual base salary described in Paragraph 3, above, to and including February 28, 2023, less any salary or compensation McCaffrey receives as an employee of any collegiate or professional football coach or analyst position from the date of his termination "without cause" to and including February 28, 2023. If University terminates this Agreement "without cause" on or after December 31, 2022, McCaffrey will receive three (3) months written notice of such termination or, at University's option, it may elect to pay McCaffrey three (3) months base salary in lieu of such notice period, less any salary or compensation or compensation McCaffrey receives as an employee of any collegiate or professional football coach or analyst position from the date of his termination "without cause" to and including February 28, 2023. In either instance, McCaffrey will be paid any Incentive Compensation pursuant to paragraph 5, above, that McCaffrey has earned prior to the date of notice of termination "without cause." McCaffrey will receive no further compensation if University terminates this Agreement "without cause" other than as described in this Paragraph 9.

10. **VOLUNTARY TERMINATION.** McCaffrey shall have the right to terminate this Agreement for any reason upon seven (7) days written notice to University. If McCaffrey terminates this Agreement pursuant to this paragraph 10, he shall not receive any salary or benefits from the University after such seven (7) day notice period. If McCaffrey terminates this Agreement pursuant to this paragraph 10 because he intends to assume a position as a football coach for another college, university or professional team prior to February 28, 2025, he will be required to pay to University upon submission of such written termination notice to University (a) three hundred thousand and 00/100 dollars (\$300,000.00) if such written notice is received by University on or before December 1, 2020, (b) two hundred fifty thousand and 00/100 dollars (\$250,000.00) if such written notice is received by University on or before December 1, 2021, (c) two hundred thousand and 00/100 dollars (\$200,000.00) if such written notice is received by University on or before December 1, 2022, or (d) one hundred thousand and 00/100 dollars (\$100,00.00) if such written notice is received by University on or before December 1, 2023. McCaffrey shall not be obligated to make the payment to University described in the immediately preceding sentence if he terminates this Agreement under this paragraph 10 due to a substantial impairment of University's Football Program resulting from sanctions imposed by the NCAA or imposed by University based upon NCAA violations occurring prior to the commencement of McCaffrey's employment with University.

11. **N.C.A.A. PROVISIONS.** Pursuant to NCAA Bylaw 11.2.1, if McCaffrey is found in violation of NCAA regulations, he 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 his capacity as Head Football Coach, McCaffrey will be permitted to use the Butler-Hancock Athletic Center and the Campus Practice Fields for

up to four (4) weeks for football-related camps each summer. If McCaffrey wants to hold such football-related camps, he must coordinate the dates of any such camp(s) with the University's Director of Athletics and University Conference Services and provide the Director of Athletics and Conference Services with written notice of the dates on which such camp(s) are to be held, such notice to be provided a reasonable time prior to the date on which the camp(s) are to commence. McCaffrey shall pay University for the use of University facilities and services attendant at the conclusion of any such camp(s) in an amount set annually by University. In the conduct of such camp(s), McCaffrey 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 football camps.

McCaffrey shall devote such time, attention, and efforts as necessary to fulfill his duties under and pursuant to this Agreement and shall not, on or after December 18, 2019, enter into any contract of employment or services of any kind with any entity or individual without first obtaining prior written consent from the Director of Athletics which consent will not be unreasonably withheld. For purposes of this Agreement, McCaffrey's 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 or services. Any contract for outside employment or services of McCaffrey shall be provided by McCaffrey to the Director of Athletics within a reasonable time prior to the commencement of employment or services to allow for its review and approval. McCaffrey shall not, on or after December 18, 2019, enter into any new endorsement contracts that may be detrimental to any ongoing relationship between UNC and any third party or parties or any contract in force and effect between UNC and any third party or parties during the period McCaffrey's endorsement would be given.

13. **FUND RAISING AND PUBLIC APPEARANCES.** It is expected that McCaffrey, as part of his duties under this Agreement, shall engage in fundraising and development and promotional activities for University and its football program, including a weekly in-season radio show. All such fundraising activities shall be with the prior consent and approval of the Director of Athletics. McCaffrey will also be expected to make public appearances at both on and off campus events as required by the Director of Athletics. The number and length of such appearances will be determined in good faith by the mutual agreement of UNC and McCaffrey. No appearance will interfere with McCaffrey's primary responsibilities of coaching, recruiting, and leading the football program.

14. **SCHEDULING.** McCaffrey shall have responsibility for developing University's annual football 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 address listed below for McCaffrey 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 McCaffrey 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 McCaffrey's 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 McCaffrey's 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 available. 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.

Edward McCaffrey Date
Head Football Coach
Address:

Recommended for execution by the University:

Darren Dunn Date
Director of Athletics
University of Northern Colorado

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

By: _____
Michelle F. Quinn, CFO and Date
Senior Vice President for Finance and Administration