

Contract Extension for Ed Lamb

RECOMMENDATION

It is recommended that the Board of Trustees approve the first amendment to the multiyear contract for Coach Lamb because, 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.”

BACKGROUND

Pursuant to Section 24-19-104(1.5)(a)(I), C.R.S., each institution of higher education may not have more than six government-supported employee contracts having a duration of more than five (5) years in length. 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 the first amendment to the multiyear contract, the Board must make an affirmative finding on the public record that this Agreement is necessary in order to hire or retain the employee in light of prevailing market conditions and competitive employment practices.

Tamra J. English

12/06/2024



12/06/2024

Responsible Staff

Date

President

Date

Board Action

Date

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN
THE UNIVERSITY OF NORTHERN COLORADO AND ED LAMB**

1. **Parties.** This Amendment is made and entered into between the Board of Trustees for the University of Northern Colorado (University), and Ed Lamb (Lamb).
2. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Employment Agreement (Agreement) between the University and Lamb. The purpose of this Amendment is to a) extend the term of the Agreement in various sections through December 31, 2029; and b) amend the Agreement to include University Governmental Immunity.

The original Agreement, dated July 1, 2023, required Lamb to serve as the University Head Football Coach until December 31, 2027.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Agreement, unless terminated at an earlier date pursuant to the provisions of the Agreement, this Amendment, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. Section 2 of the original Agreement is hereby amended to read as follows:

“This Agreement shall commence on July 1, 2024, and shall be in effect until December 31, 2029 (the "Term"), unless otherwise terminated by the Parties pursuant to the terms of this Agreement.”

- B. Section 9 of the original Agreement “Termination Without Cause” is hereby amended to read as follows:

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,” it will give Lamb written notice of such termination. Lamb will be paid any Incentive Compensation pursuant to Paragraph 5, above, that Lamb has earned prior to the date of notice of termination “without cause.” In addition, if University terminates Lamb “without cause” prior to December 31, 2028 (i.e., during Years 1 through 4 of the Term), University will pay Lamb his base salary through December 31, 2028, as permitted by Section 24-19-108(1)(e), C.R.S. Such payments will be made in monthly installments; should Lamb become re-employed prior to December 31, 2028, the University's monthly payment will be reduced by an amount corresponding with Lamb's base salary under his new employment agreement. If the University terminates Lamb "without cause" on or after January I, 2029 (i.e., during Year 5 of the Term), then, the University will pay Lamb three (3) months of his base salary.

- C. Section 10 of the original Agreement “Voluntary Termination” is hereby amended to read as follows:

Lamb shall have the right to terminate this Agreement for any reason upon seven (7) days written notice to University. If Lamb terminates this Agreement pursuant to this Paragraph 10, he shall not thereafter receive any salary or benefits from the University after such written notice to University. Beginning January 2, 2024, if Lamb terminates this Agreement pursuant to this Paragraph 10 because he intends to assume a position as a Football coach at another college or university or with a professional team prior to December 31, 2028 (i.e., during Years 1 through 4 of the Term), he will be required to pay to the University of Northern Colorado Foundation Blue and Gold Area of Greatest Need within thirty (30) days of submission of such written termination notice to University the sum of \$75,000. No “buyout” sum is due if Lamb terminates after January 1, 2029 (i.e., during Year 5 of the Term). Lamb 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 intercollegiate Football Program resulting from sanctions imposed by the NCAA or imposed by University based upon NCAA violations occurring prior to the commencement of Lamb's employment with University.

- D. Section 22 is hereby added to the original Agreement to read as follows:

22. 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.

5. **Amended Responsibilities of Lamb.**

- A. Responsibilities of Lamb have not changed.

6. **Amended Responsibilities of the University.**

- A. Responsibilities of University have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** Except for items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the University and the Lamb, including, but not limited to governmental immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute the same Amendment.

8. General Provisions.

A. Entirety of Contract. The original Agreement, consisting of six (6) pages; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

UNIVERSITY:

Acting by and on behalf of the Board of Trustees
for the University of Northern Colorado

Dale Pratt, CFO and Vice President for Finance & Administration

Date

LAMB:
ED LAMB

Ed Lamb

Date

Recommended for Approval by the University

Darren Dunn
Director of Athletics
University of Northern Colorado

Date