

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 Lamb

Responsible Staff Member: Jacquelynn Rich Fredericks; Darren Dunn

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

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 Lamb, 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 Lamb 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

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 Ed Lamb (“Lamb”).

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

WHEREAS, Lamb 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 Lamb 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 Lamb 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. Provided that the previous letter of employment, dated December 5, 2022 (the “Letter”), between University and Lamb has not been terminated by either University or Lamb 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 Lamb. If the Letter between University and Lamb is terminated by either University or Lamb 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 December 31, 2027 (the “Term”), unless otherwise terminated by the Parties pursuant to the terms of this Agreement.

By December 15 of each year of the Term, the University will provide an evaluation to Lamb.

3. **SALARY.** Consistent with the Letter (as adjusted by the Jan. 1, 2023, increases under 29 C.F.R. Part 541 Subpart G and 7CCR 1103-1 at 2.5.1), Lamb will be paid a base salary of \$50,000 for calendar year 2023. Lamb will be paid a retention bonus of \$153,116 in January of 2024, so long as he remains in the position through January 1, 2024.

Beginning January 1, 2024, Lamb shall be paid an annual base salary of \$203,116 under this Agreement.

Lamb’s base salary in all years will be payable by the University in equal monthly installments on the same payroll dates as other University employees. Lamb 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.** Lamb 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. Lamb 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 cell phone to Lamb, and a courtesy car when it is available. The University may also provide a Greeley Country Club membership when it is available.

5. **INCENTIVE COMPENSATION/RETENTION BONUS.** Provided that (a) Lamb achieves one or more of the goals described in sub-paragraphs (a) through (vii), below, (b) Lamb 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 Lamb, and (d) University's Football student-athlete annual academic performance is at or above 930 (multi-year) of the NCAA Academic Performance Rate, Lamb shall receive annual Incentive Compensation for each full intercollegiate Football season during the Term of this Agreement as follows:

- i. \$5,000 for 10% increase in average home paid attendance over previous season; additional \$5,000 for 20% increase in average home paid attendance over previous season (home paid attendance includes all paid tickets and sponsor tickets with any cash investment);
- ii. \$7,500 for Football student-athlete annual academic performance at or above 940 of the NCAA Academic Performance Rate ("APR") in year 1; NCAA APR at or above 950 in each future season;
- iii. \$2,500 for team grade point average after Fall semester at or above 2.85 and an additional \$2,500 for Spring semester at or above 2.85;
- iv. \$5,000 for six (6) wins in a regular season and an additional \$2,500 for each additional win for seven (7) wins or more;
- v. \$10,000 for winning outright or sharing the Big Sky regular season Conference Championship;
- vi. \$10,000 for a Football Championship Subdivision Playoff appearance;
- vii. \$25,000 for winning the FCS National Championship;
- viii. \$10,000 for winning a Big Sky Coach of the Year award.

The amounts of Incentive Compensation earned under subparagraphs in-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 Football season to which such goals apply or incentive is achieved.

6. **ASSISTANT COACHES/COORDINATORS/SUPPORT STAFF.** Subject to prior approval of University and its Director of Athletics, Lamb, pursuant to Equal Pay for Equal

Work Act compliant institutional hiring practices and procedures shall have the right to select the Assistant Football Coaches, Coordinators, and Support Staff and to assist in administering and executing University's intercollegiate Football program. These twelve (12) positions shall be employed by University at a salary pool of at least \$675,692 (beginning in January 1, 2023 and subject to compensation adjustments as applicable to University's exempt employees). Lamb 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.** Lamb 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 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 Lamb 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 Lamb's Assistant Coaches, Coordinators, or Support Staff have committed a major infraction(s) of the constitution, by-laws, or rules, regulations, or policies of University, the NCAA, or Big Sky Conference as it relates to NCAA by-law 11.1.1.1.;
- c. Any conduct by Lamb 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. Lamb'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 Lamb'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," 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, 2026 (i.e., during Years 1 through 4 of the Term), University will pay Lamb his base salary through December 31, 2026, 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, 2026, 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 1, 2027 (i.e., during Year 5 of the Term), then, the University will pay Lamb three (3) months of his base salary.

10. VOLUNTARY TERMINATION. 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, 2025 (i.e. during Years 1 through 4 of the Term), he will be required to pay to 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, 2027 (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.

11. N.C.A.A. PROVISIONS. Pursuant to NCAA Bylaw 11.2.1, if Lamb 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, Lamb will have access to University Athletic Facilities for up to four (4) weeks for Football-related camps each summer, provided that written notice by Lamb of a firm commitment to hold such Football 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). Lamb 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 Lamb and University. In the conduct of such camp(s), Lamb 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.

Lamb 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, Lamb'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. Any agreement for outside employment of Lamb shall be provided by Lamb to the Director of Athletics within a reasonable time prior to the engagement to allow for review and approval.

13. **FUNDRAISING AND PUBLIC APPEARANCES.** It is expected that Lamb, as part of his duties under this Agreement, shall engage in fundraising and promotional activities for University's Football program, including a weekly in-season radio show. All such activities shall be with the prior consent and approval of the Director of Athletics. Lamb will also be expected to make public appearances at both on and off campus events as required by the Director of Athletics.

14. **SCHEDULING.** Lamb shall be included in developing University's annual Football schedule, with final approval by 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 Lamb, 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 Lamb 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 Lamb'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 Lamb'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.** Notwithstanding, Paragraphs 2 and 9, 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.

Ed Lamb Date
Head Football Coach
University of Northern Colorado
STREET ADDRESS
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: _____
Dale Pratt Date
CFO and Senior Vice President for Finance and Administration