

**BOARD OF REGENTS**  
**EASTERN MICHIGAN UNIVERSITY**

SECTION: 6
DATE:
August 2, 2005

**RECOMMENDATION**  
**EMPLOYMENT AGREEMENT**

**ACTION REQUESTED**

It is requested that the Board approve the attached proposed Employment Agreement between Eastern Michigan University (EMU) and its Head Men's Basketball Coach Charles Ramsey and authorize the President and Interim Athletic Director to sign the Agreement on behalf of the Board.

**STAFF SUMMARY**

The proposed Employment Agreement provides for the appointment of Charles Ramsey as EMU's Head Men's Basketball Coach for an initial term of four years, commencing on April 1, 2005 and continuing until March 31, 2009, unless sooner terminated as provided for in the Agreement. On April 1, 2006 and on each April 1 thereafter during the term of the Agreement, one year will be added to the contract term unless EMU provides written notice prior to April 1 of the contract year that there will be no one year extension. As previously approved by the Board, Coach Ramsey's initial annual base salary is \$130,000. In addition to his base salary, Coach Ramsey is entitled to fringe benefits and incentive payments as provided for in Section 3 of the Agreement. EMU reserves the right to terminate the Agreement early, with or without cause, on written notice to Coach Ramsey. If EMU terminates the Agreement without cause, Coach Ramsey will be entitled to a severance payment of six months or less, as provided for in Section 7.0.

**FISCAL IMPLICATIONS**

The fiscal implications of the Employment Agreement are generally described above in the staff summary and are set forth in detail in the attached proposed Employment Agreement.

**ADMINISTRATIVE RECOMMENDATION**

The proposed Board action has been reviewed and is recommended for Board approval.

\_\_\_\_\_  
University Executive Officer

\_\_\_\_\_  
Date

EASTERN MICHIGAN UNIVERSITY  
ATHLETIC COACH EMPLOYMENT AGREEMENT

This Employment Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Board of Regents of Eastern Michigan University (hereinafter the "University") of Ypsilanti, Michigan and Charles Ramsey (hereinafter the "Employee"), residing at \_\_\_\_\_, \_\_\_\_\_.

RECITALS

A. University needs the services of an athletic coach to coach University's varsity Men's Basketball team; and

B. Employee represents that he meets University's qualifications for the position and is available for employment in this capacity by University.

TERMS

In consideration of the mutual covenants, promises and conditions in this Agreement, University and Employee agree as follows:

1.0 Employment

1.1 Subject to the conditions stated in this Agreement, University employs Employee as Head Men's Basketball Coach at University, and Employee agrees to and accepts the terms and conditions for employment outlined in this Agreement.

1.2 Employee shall work under the immediate supervision of the Athletic Director of University ("Athletic Director") or the Athletic Director's designee, and shall confer with the Athletic Director on all matters requiring administrative and technical decisions. Employee shall be under the general supervision of the President of the University. Athletic Director and Employee may confer with the President if a problem cannot otherwise be resolved.

1.3 Employee shall manage and supervise the University's Men's Basketball Team ("Team"), and perform such other duties in the intercollegiate athletic program of University as may be assigned. University reserves the right to reassign Employee to duties other than as head coach of the Sports Team, while retaining the salaries and benefits stated herein.

## 2.0 Term.

2.1 Employee's appointment as Head Men's Basketball Coach shall commence on April 1, 2005 and continue for a period of four years years, until March 31, 2009, unless sooner terminated as provided for herein. Further, unless sooner terminated as provided for herein, on April 1, 2006, and on each April 1 thereafter during the contract term, one (1) year shall be added to the remaining term of the Agreement unless University provides employee with written notice prior to April 1 of the contract year that there will be no one (1) year extension.

2.2 This employment in no way grants Employee a claim to tenure in employment, or any years of employment attributable to tenure within University.

## 3.0 Compensation.

3.1 In consideration for Employee's faithful, diligent, and successful performance of the services set forth in this Agreement, the University agrees to provide the following salary, incentives and fringe benefits to Employee during the term of this Agreement.

3.1.1 Salary. University shall pay Employee a salary of \$5,416.67 semi-monthly (\$130,000 annualized salary) in full payment for the satisfactory performance of all duties required under this Agreement, less any applicable state and federal tax deductions or deductions authorized in writing by Employee. All salary increases shall be based on the pay for performance Compensation Program if University funds are available.

3.1.2 Fringe Benefits. University shall provide Employee with the same fringe benefits and on the same terms as provided to non-bargained for administrative employees as of the date of this Agreement.

3.1.3 Leave of Absence. A leave of absence may be provided pursuant to University policies, rules, and regulations. A request for a leave of absence must be approved pursuant to the University's procedures. A leave of absence shall not extend beyond the term of the Employment Agreement.

3.1.4 University shall provide the Employee with an automobile and a cell phone that the University shall maintain. Employee shall use the automobile for the purpose of conducting University business. Upon termination or early termination of this Agreement, Employee shall immediately return the automobile and cell phone to the University.

3.1.5 The University agrees to make all necessary arrangements, including financial, for a radio show during the

term of this Agreement. For his appearance on this radio show, Employee shall be annually paid \$10,000.

3.1.6 Incentives. During the term of this Agreement Employee shall be entitled to receive each of the following bonuses and incentives (each of which shall be treated separately).

- A. Each season that the Team is champion or co-champion of its Mid American Conference (MAC) Division, University shall pay Employee a bonus of \$2,500.
- B. Each season that the Team is MAC Tournament champion, University shall pay Employee a bonus of \$5,000.
- C. Each season the Team receives an at-large invitation to compete in the National Collegiate Athletic Association (NCAA) Tournament, University shall pay Employee a bonus of \$5,000.
- D. University shall pay Employee a bonus of \$5,000 for each win by Team in the NCAA Tournament.
- E. Each season that the Team receives an invitation to the Post Season National Invitation Tournament (NIT), the University shall pay Employee a bonus of \$2,500.
- F. University shall pay Employee a bonus of \$2,500 for each win by the Team in the NIT Tournament.
- G. Each season Employee is named "Coach of the Year" in the Mid-American Conference by the National Association of Basketball Coaches, the University shall pay Employee a bonus of \$1,000.
- H. Each season Employee is named National Coach of the Year by Associated Press, ESPN, CBS or Fox Sports, University shall pay Employee a bonus of \$2,000.
- I. Each year the University determines that paid attendance for home men's basketball games averages 3,500 to 3,999, University shall pay Employee a bonus of \$2,500. Each year the University determines that paid attendance for home men's basketball games averages between 4,000 and 4,999, University shall pay Employee a bonus of \$5,000. Each year the University determines that paid attendance for home men's basketball games averages between 5,000 to 6,999, University shall pay Employee a bonus of \$6,500. Each year the

University determines that paid attendance for home men's basketball games averages 7,000 or more, the University shall pay Employee a bonus of \$7,500.

Bonuses for the achievements set forth in this Section 3.1.6 shall be paid on or before May 1 of each year of this Agreement.

3.1.7 Tickets. University shall annually provide Employee, without charge, ten (10) reserve tickets to each home men's basketball game, four (4) reserve tickets to each home football game and two (2) reserve tickets to each home women's basketball game.

3.1.8 Final Four Tickets. To the extent eight or more tickets are made available to the University for the NCAA Tournament Semi-Final and Championship games, University shall provide Employee, at a charge to Employee of their face value, four (4) tickets to the NCAA Tournament Semi-Final and Championship games.

#### 4.0 Employee's Duties.

4.1 In consideration of the annual salary and other benefits, Employee promises and agrees as follows:

4.1.1 Faithfully and conscientiously perform all duties related to the establishment, direction and development of an educationally sound and competitive athletic program, and to perform all duties prescribed and assigned herein by University's Board of Regents, President, Athletic Director, and Assistant Athletic Director within the budget allocated.

4.1.2 Plan, direct, and implement all phases of a varsity intercollegiate athletic program, including recruitment of academically and athletically qualified students, developing competitive schedules, budget preparation and supervision for programs, conduct practice sessions, conditioning programs, clinics, public relations activities, and fund raising. Attendance is expected at staff meetings, community events, and other appropriate athletic activities.

4.1.3 Devote full-time, attention, and energy to the duties of head coach as required herein, to the promotion of the University's Athletic program; and to avoid any business or professional activities or pursuits that would prevent Employee from devoting full time to performance of the duties under this Agreement, or that would embarrass University or materially detract in any manner from the duties outlined herein;

4.1.4 Know, recognize and comply with the laws, policies, rules, and regulations governing University and its employees and the rules of the National Collegiate Athletic

Association (NCAA) and the Mid American Conference (MAC), as now constituted or as they may be amended during the term hereof, to supervise and ensure that the assistant coaches and any other employees for which Employee is administratively responsible comply with the aforesaid policies, rules, and regulations and to immediately advise the Athletic Director if Employee has reasonable cause to believe violations have occurred or will occur.

4.1.5 Develop programs and procedures with respect to the evaluation, recruitment, training, and coaching of student athletes to compete successfully while assuring the welfare of student athletes;

4.1.6 Observe and uphold all academic standards, requirements, and policies of University;

4.1.7 Encourage student athletes to perform to their highest academic potential, obtain the highest grades possible and graduate.

4.2 It is further agreed that, except as provided herein, Employee will not receive outside compensation (including but not limited to income, annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsement or consultation contracts with athletic footwear, apparel or equipment manufacturers) without prior written consent of the University's Board, President, or Athletic Director, which consent shall not be unreasonably withheld and shall disclose to University all outside compensation Employee receives and the source of such compensation. Reports regarding outside compensation must be made on an annual basis in conjunction with the annual performance evaluation which is conducted in accordance with the Pay for Performance Program. The document must include information concerning athletically related outside income for the previous contract period.

4.3 Employee shall maximize radio and television coverage favorable to University, but shall receive remuneration for such appearances, for any endorsements, or public presentations only upon securing prior written consent, which consent shall not be unreasonably withheld as noted in Section 4.2. University shall have no right to receive any part of employee's compensation from pre-approved outside employment

## 5.0 Travel.

Employee shall conduct such travel within the allotted budget as is necessary to carry out duties as Head Men's Basketball coach, and Employee shall be entitled to reimbursement for transportation and per diem expenses at the rate provided to non-represented administrative employees.



## 6.0 Termination for Just Cause.

6.1 University has the right to terminate this Agreement for Just Cause, in which case prior to termination but subject to the provisions concerning suspension, Employee shall be given written notice and an opportunity to be heard. In addition to its meaning in University documents related to faculty, and its normally understood meaning in employment contracts, the term "Just Cause" shall be understood to include, but not be limited to, all of the following:

6.1.1 A deliberate failure or refusal or unwillingness to perform the duties set forth in this Agreement in good faith and to the best of Employee's abilities, which includes in addition to the usual and customary coaching activities, recruiting, assisting duly authorized alumni, booster club and University Development Foundation activities and reasonably cooperating with the news media;

6.1.2 A breach by Employee of any of the other terms and conditions of this Agreement not remedied after fifteen (15) days written notice thereof to Employee;

6.1.3 A deliberate or serious violation of any law, regulation, rule, constitutional provision or bylaw of University, the MAC, or the NCAA, which violation may reflect adversely upon University or its athletic program, including any serious violation that could result in University being placed on probation or punished more severely by the MAC or the NCAA;

6.1.4 Prolonged absence from duty without University's consent;

6.1.5 Engaging in criminal activity, or misuse of University funds or resources; and

6.1.6 Any conduct which violates the rights of student athletes.

6.2 The Athletic Director shall have administrative authority to immediately suspend Employee on a pre-hearing basis from performance of some or all duties with salary payments, temporarily for a period of up to one month without termination of this Agreement for causes set forth in this Section 6.0 et. seq.

6.2.1 Employee shall have the procedural right, upon written request, for a review and hearing relative to any such suspension ordered by the Athletic Director. Any such hearing shall be governed by the normal University's grievance procedures provided for non-academic administrative employees, as now or hereafter amended, unless other procedures are agreed upon by the parties in lieu thereof.

6.3 Termination of this Agreement by University for Just Cause may occur only by decision of the President after thirty (30) days prior written notice of the charges against Employee and an opportunity for Employee to present evidence. Employee may seek/obtain the assistance of an attorney to aid in the production of evidence; however, such attorney may not actively participate in the proceeding.

6.4 In the event University terminates this Agreement for Just Cause prior to the end of this Agreement, all obligations of University to make further payments and/or to provide other consideration hereunder shall cease on the termination date specified in the notice of termination.

6.5 Employee has the right to terminate this Agreement for Just Cause, if University is in substantial breach of terms and conditions of the Agreement not remedied after fifteen (15) days written notice thereof from Employee. In such event, University shall pay to Employee, as liquidated damages, an amount equal to three (3) months of Employee's annual salary.

6.6 In no case shall University be liable to Employee for any liquidated damages, or loss of any collateral business opportunities or any other benefits, or income from any other sources.

#### 7.0 Termination Without Cause.

7.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Employee dies or becomes totally or permanently disable (as defined by University). Any such termination shall not be reason for payment of any liquidated damages set forth below.

7.2 At any time after commencement of this Agreement, University may terminate this Agreement without cause by giving written notice to Employee.

7.2.1 In the event University terminates this Agreement without cause, University, shall pay to Employee, as liquidated damages, an amount equal to six (6) months of Employee's annual base salary as specified in Section 3.1.1 or the remaining portion of the salary amount which would have been due Employee from the date of early termination of the Agreement through the original Agreement expiration date, whichever is less, to be paid at University's option in one lump sum or on a monthly basis prorated over the remainder of the term of the Agreement. To be eligible for this payment, Employee shall execute a release and waiver agreement within such timeliness and subject to such terms and conditions as are established by University, including, but not limited to, a waiver of any and all legal claims or potential legal claims Employee has or may have against University and any of its related entities, their regents,



directors, officers, employees and agents. University shall not be liable for any liquidated damages or loss of any collateral business opportunities or any other benefits, or income from any sources that might ensue as a result of University's termination of this Agreement without cause.

7.2.2 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Employee may lose certain benefits, supplemental compensation or outside compensation relating to his employment at University, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such liquidated damages by University and acceptance thereof by Employee shall constitute adequate and reasonable compensation to Employee for damages and injury suffered because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty.

7.3 Employee recognizes that the promise to work for University for the entire term of this Agreement is of the essence of this Agreement. Employee also recognizes that University is making a highly valuable investment in Employee's employment by entering into this Agreement and that University's investment would be lost if Employee were to resign or otherwise terminate employment with University before the end of the contract term. Nonetheless, it is agreed that at any time after commencement of this Agreement, Employee may terminate this Agreement by giving written notice to University.

7.3.1 In the event Employee terminates this Agreement without cause, Employee shall pay to University, as liquidated damages, an amount equal up to two (2) months of Employee's annual salary, to be paid within thirty (30) days after the effective date of termination. University shall not be liable for the loss of any collateral business opportunities or any other benefits, or income from any sources that might ensue as a result of Employee's termination of this Agreement without cause.

7.3.2 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that University will incur administrative, recruiting and resettlement costs in obtaining a replacement for Employee, in addition to potentially increased compensation costs if Employee terminates this Agreement prior to its expiration, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Employee and acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Employee. The foregoing shall not be, nor be construed to be, a penalty.

#### 8.0 Outside Employment.

Employee agrees not to personally, or through any agent accept other full-time or part-time employment of any nature during the term of this Agreement without first having obtained written consent from the Athletic Director and from the President of University.

#### 9.0 Personal Services.

9.1 Employee represents to have special, exceptional, and unique knowledge, skill, and ability as a Head Men's Basketball coach which, in addition to the future development of coaching experience at University as well as University's special need for continuity in its Team Sport program, will render Employee's services unique. Employee recognizes that the loss of Employee's services to University, without University's approval and release, prior to the expiration of the term of this Agreement or any renewal thereof, would cause an inherent loss to University which cannot be estimated with certainty, or fairly or adequately compensated by money damages.

9.2 Employee therefore agrees, and specifically promises, not to accept employment, under any circumstances, as a Basketball coach at any institution of higher education which is a member of the MAC, or for any Basketball team participating in any professional league or conference in the United States or elsewhere, requiring performance of duties prior to the termination of this Agreement or the expiration date of the term of this Agreement or any extension thereof, whichever occurs first, without first obtaining a written release of this Agreement or a negotiated settlement thereof in writing accepted by Employee and the President of the University.

9.3 Employee agrees that University shall have the right, in addition to any other rights which University may possess, to obtain an injunction by appropriate judicial proceedings to prevent Employee from performing coaching activities or other related services in violation of this Agreement, for any person, institution, firm, corporation or other entity; and against any other breach of this Agreement.

#### 10.0 Support Staff

Employee shall have the right to select and retain three assistant basketball coaches, subject to the approval of the Athletic Director. Employment and discharge of such assistants shall be effected under University regulations and policies.

#### 11.0 Relationship Between the Parties.

The relationship between Employee and University shall be determined solely by the terms and conditions of this Agreement.

12.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Michigan, the courts of which shall be the forum for any lawsuits arising from or incident to this Agreement.

13.0 Severability.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

14.0 Entire Agreement: Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, Employee and the authorized representative(s) of University have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

INSTITUTION:  
EASTERN MICHIGAN UNIVERSITY

EMPLOYEE:

By: \_\_\_\_\_  
Robert England  
Interim Director  
Intercollegiate Athletics

By: \_\_\_\_\_  
Charles Ramsey  
Head Men's Basketball Coach

By: \_\_\_\_\_  
John A. Fallon, III  
President