

## **EMPLOYMENT OF ATHLETIC DEPARTMENT ADMINISTRATORS AND INTERCOLLEGIATE COACHES**

### PURPOSE OF INTENT

Langston University is committed to fairness and equity in its employment relationships with administrative and professional employees within the Langston University Athletic Department. It is recognized, however, that the Athletic Department is a unique enterprise of the University, Distinct in many ways from any other administrative unit of the University, and that such distinctness in some areas requires individualized treatment. Accordingly, this Policy is adopted to formalize employment standards applicable to administrative and professional employees of the Athletic Department.

The terms and conditions of employment of all administrative and professional employees of the Langston University Athletic Department are controlled by this Policy. The provisions of this Policy are intended to supersede and control over any contradictory statements that might be contained in any other University employment policies, handbooks, procedures letters, or other documents generally applicable to personnel.

The term “administrative and professional employees of the Langston University Athletic Department,” as used throughout this Policy, include the Langston University Director of Intercollegiate Athletics and all coaches and assistant coaches of any Langston University intercollegiate athletic team.

### TERMS OF EMPLOYMENT

- 2.01 Effective January 1, 2003, all administrative and professional employees of the Langston University Athletic Department are employed on an annual, year-to-year basis, as further conditioned in this Policy and Procedures Letter.
- a) All administrative and professional employees of the Athletic Department are employed on one-year terms, such terms to run from July 1 through June 30 of the following year, with the exception of intercollegiate football and basketball coaches.
  - b) On July 1, 2003, all intercollegiate football coaches (head coach and all assistant coaches) who are offered future employment with the University will be offered an initial appointment for the time period of July 1, 2003 through December 31, 2004. All football coaches offered employment after December 31, 2004 shall receive one-year appointments to extend from January 1 through December 31 of each year in which an offer of continued employment is made by the University and accepted by the coaches.
  - c) On July 1, 2003, all intercollegiate basketball coaches (head coach and assistant coaches) who are offered future employment

with the University will be offered an initial appointment for the time period of July 1, 2003 through April 30, 2004. All basketball coaches offered employment after April 30, 2004 shall receive one-year appointments to extend from May 1 through April 30 of each year in which an offer of continued employment is made by the University and accepted by the coaches.

- d) All administrative and professional employees hired after January 1, 2003, shall be considered contract employees with an initial term starting on the date of initial employment and ending at the end of the usual annual term set forth in this Policy. Thereafter, such employee, if renewed, shall be employed on an annual basis as set forth in this Policy. 2003, would have an initial contractual term with the University extending from March 1, 2003, through December 31, 2003. Thereafter, the employee, if renewed, would work on a full twelve- month contract.)
  - a. Ex: An Assistant Football Coach initially hired on March 1, 2003 through December 31, 2003. Thereafter, the employee, if renewed, would work on a full twelve- month contract.
- e) This Policy does not apply to Graduate Assistant Coaches. Such employees are retained on such terms and conditions as authorized by the Director of Intercollegiate Athletics.

2.02 Administrative and professional employees of the Langston University Athletic Department are not guaranteed any employment after the end of any applicable annual term. Such employees have no contractual right to reappointment for any period of time beyond the expiration date of the employment term, nor of continued employment, and no expectations of reappointment are conferred by this Policy or should be expected by such employees. No property or contractual interests in future employment are intended to be extended to employees whose employment relationships with the University are governed by this Policy and no oral statements by any University official which are contradictory to the provisions of this Policy are enforceable. Neither this Policy nor any person's employment hereunder shall in any way grant such employee a claim to tenure in employment, or to any years of employment attributable to tenure within the University.

- 2.03 Notwithstanding the statements contained within Subsection 2.01, above, administrative and professional employees of the Athletic Department, with formal approval by the President, may be extended contractual relationships with the University which extend for more than one annual term, subject to applicable budget balancing restraints imposed by the Oklahoma Constitution. It is intended that such agreements normally will be limited to Head Coaches of intercollegiate athletic teams and to the Director of Intercollegiate Athletics. Any such agreements must be reduced to writing, all terms and conditions of the agreement must be contained in such writing, and all such agreements must be formally executed by the President in order to be enforceable. Oral representations not reflected in a written employment contract shall not be effective or enforceable against the University. Any administrative or professional employee who is extended a multi-year contract has property and contractual rights only through the stated expiration date of the contract and shall have no property interests or expectations to future reappointment. Specific written contractual agreements as authorized here may contain clauses and conditions which differ from the general policies of this Policy or other University policies.
- 2.04 Employment relations of administrative and professional employees of the Athletic Department may be separated at the end of their employment term without any reason or cause and the University is not obligated to express any reason or cause if a decision is made not to reappoint any such employee. Such employees have no right of grievance or appeal from such decisions.
- 2.05 The Director of Intercollegiate Athletics, at least thirty (30) days prior to the end of any applicable employment contract period (whether same is a one-year term or a multi-year term), may end the employment relationship of any administrative or professional employee without particular cause or reason by giving written notice to the employee of the employee's non-reappointment. In instances where the University sponsors an intercollegiate athletic sport and employs both a Head Coach and one or more Assistant Coaches in that sport, the respective Head Coach may also end the employment relationship of any Assistant Coach working under the supervision of that Head Coach by giving such written notice. In such event, the affected employee's employment shall end on the last day of the then current employment term. Such employees shall receive all payments that they are entitled to on separation (such as for accrued, unused annual leave as otherwise authorized under general University employment policies). Such payment shall be made in a single payment, less usual payroll deductions.

## EVALUATIONS, SALARY DETERMINATIONS, AND BENEFITS

- 1.01 Administrative and professional employees of the Athletic Department shall be evaluated annually for the purpose of assisting the Director of Intercollegiate Athletics in making salary recommendations in the event of reappointment of such employees. Such evaluations shall be implemented in a manner determined by the Director of Intercollegiate Athletics and approved by the President and are not controlled by any other University policy statement. Such evaluations do not extend to any affected employee any expectation of continued employment or increase in compensation.
- 1.02 Salaries of administrative and professional employees of the Athletic Department are not subject to any other University salary plan. Salary levels are to be determined through resource availability, market value, merit, and the Department's Mission Statement. The Athletic Department is expected to operate in a financial environment which balances its revenues and expenses.
- 1.03 Compensation paid to administrative and professional employees shall be subject to the same payroll deductions (for example, state and federal taxes, F.I.C.A. withholding, and retirement plans) that apply generally to University administrative and professional employees. Such employees shall be eligible to participate in group insurance and retirement programs and voluntary payroll deduction programs on the same basis, and with the same employer contributions, that apply generally to University administrative and professional employees.
- 1.04 Administrative and professional employees of the Athletic Department shall be entitled to reimbursement for transportation and per diem expenses at the maximum rate authorized by law and University regulations, provided that such transportation and related expenses are approved in advance by the Director of Intercollegiate Athletics. In any case where such advance approval for travel and related reimbursement has not been granted by the Director of Intercollegiate Athletics, the University may deny reimbursement to such employees.
- 1.05 Administrative and professional employees shall be entitled to annual vacation or leave time and sick leave in accordance with University policies governing administrative and professional employees.

## POLICY COMPLIANCE AND DISCIPLINARY ACTIONS

- 4.01 Administrative and professional employees of the Athletic Department shall recognize and comply with the policies, rules, and regulations of and governing Langston University and its employees, the rules of any intercollegiate athletic conference which Langston University is affiliated with, and the rules of the National Collegiate Athletic Association, as now constituted or as any of the same may be amended in the future. Head coaches shall also endeavor to ensure that all assistant coaches or any other employees for which they are administratively responsible, comply with such policies, rules, and regulations.
- 4.02 Administrative and professional employees of the Athletic Department shall conduct themselves with due regard to public convention and morals, shall not do any act that will tend to degrade them in society or bring them into public hatred, contempt, scorn, or ridicule, or that will tend to shock, or insult the community or offend public morals or decency, and shall not do any act that tends to impair their capacity to fully comply with their obligations as employees of the Athletic Department and the University. Failure to do so constitutes a basis for termination for cause or other disciplinary action by the Director of Intercollegiate Athletics.
- 4.03 Administrative and professional employees may not personally or through any agent actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of their employment without first having obtained the permission of the Director of Intercollegiate Athletics. Such employees may not accept employment, under any circumstances, at any institution of higher education which is a member of the National Collegiate Athletic Association, or for any team participating in any professional league or conference in the United States or elsewhere, requiring performance of duties prior to the expiration date of the term of their contract or any extension thereof, without first obtaining a release of the contract, or a negotiated settlement thereof accepted by the employee and the Director of Intercollegiate Athletics.
- 4.04 The Director of Intercollegiate Athletics shall have the administrative authority to order the termination or suspension (with pay or without pay) of any administrative or professional employee of the Athletic Department. Notice of any termination or suspension without pay shall be provided in writing, detailing the reasons for such termination or suspension, and setting forth a reasonable time within which the employee may respond to such notice before the action is placed in effect. Any such employee shall have the right, upon written request, for a review and hearing regarding the termination or suspension without pay. Any such hearing shall be governed by the normal University grievance procedures provided for administrative and professional employees, as now or hereafter amended, unless other procedures are agreed upon by the parties in lieu thereof.