

EMPLOYMENT CONTRACT BY AND BETWEEN
TEXAS SOUTHERN UNIVERSITY AND
VERNETTE SKEETE

This Employment Contract ("Contract") is made by and between TEXAS SOUTHERN UNIVERSITY, 3100 Cleburne Avenue, Houston, Texas 77004 ("University") and VERNETTE SKEETE ("Head Women's Basketball Coach").

RECITALS

WHEREAS, University desires to retain the services of a Head Women's Basketball Coach;

WHEREAS, VERNETTE SKEETE desires to serve as Head Women's Basketball Coach for Texas Southern University and is available for employment in this capacity at the University; and

WHEREAS, the parties wish to memorialize their agreement by entering into this Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Contract, University and Head Women's Basketball Coach agree as follows:

1. EMPLOYMENT

- 1.1. Subject to the conditions stated in this Contract, University agrees to employ Head Women's Basketball Coach as the Head Women's Basketball Coach at University. Head Women's Basketball Coach hereby accepts the terms and conditions of employment outlined in this Contract. During the Term of this Contract, Head Women's Basketball Coach shall not be reassigned to any other role or position without her prior written consent.
- 1.2. The parties agree that, while this Contract is sports-related, the primary purpose of the University and all its legal agreements, including this Contract, is educational. Accordingly, in performing her duties as the Head Women's Basketball Coach, including institutional and community relations responsibilities as outlined herein, Head Women's Basketball Coach shall and must prioritize and uphold the University's educational mission as her primary objective.
- 1.3. Head Women's Basketball Coach shall perform her duties under the direct supervision of the Vice President of Intercollegiate Athletics. Head Women's Basketball Coach's employment is subject to the discretion of the Vice President of Intercollegiate Athletics and the President of University.
- 1.4. Head Women's Basketball Coach shall serve as the head coach of the University's

women's basketball program (the "Program") and shall be responsible for all duties customarily associated with that role. These duties include, but are not limited to: coaching the team; recruiting prospective student-athletes to the University; hiring, supervising, and evaluating coaching staff and other basketball personnel that report directly to Head Women's Basketball Coach; serving as liaison to the media regarding the Program; managing the Program within its assigned budget; and performing all other reasonable duties assigned as part of University's intercollegiate athletic program in connection with the Program.

2. TERM

- 2.1. This is an appointment for a term commencing on July 1, 2025 ("Commencement Date") and ending on July 1, 2029 ("Expiration Date") subject to the policies and procedures of University and the conditions stated herein ("Term").
- 2.2. This Contract is renewable solely upon a written offer from University and written acceptance by Head Women's Basketball Coach, both of which must be signed by the parties.
- 2.3. **No Claim to Tenure.** Notwithstanding any provision of this Contract to the contrary, this appointment does not confer tenure, create a property interest in continued employment, or count toward years of service for tenure purposes at University.

3. COMPENSATION

- 3.1. In consideration for the services provided and satisfactory performance of the terms and conditions of this Contract by Head Women's Basketball Coach, University agrees to provide Head Women's Basketball Coach with the following:
 - 3.1.1. **Base Salary.** Head Women's Basketball Coach shall receive an annual salary ("Base Salary") of \$165,000, effective as of the Commencement Date, payable in equal monthly installments on the first business day of each calendar month. Head Women's Basketball Coach shall be entitled to the same employee and healthcare benefits provided to similarly compensated professional staff, in accordance with the policies established by the University's Board of Regents. Head Women's Basketball Coach shall also receive any statewide cost-of-living increase that all other state employees receive. Head Women's Basketball Coach's job performance shall be reviewed annually by her supervisor, pursuant to performance criteria established by University.
 - 3.1.2. **Bonus Compensation.** In addition to the Base Salary, Head Women's Basketball Coach shall be entitled to receive bonus compensation for certain athletic and academic achievements of the Program as outlined below. Unless otherwise specified, all bonus payments shall be one-time,

lump-sum payments and shall not be added to the Base Salary. Bonus compensation shall be cumulative for each achievement reached and shall be paid by the end of the fiscal year in which the achievement occurs. Bonus compensation shall be deemed earned upon the occurrence of the specific achievement or event upon which the bonus is conditioned:

	Achievement	Incentive	Payee
a)	<ul style="list-style-type: none"> • Winning SWAC conference regular season • Winning SWAC conference tournament • Advancing to second round of NCAA tournament • Advancing to Sweet 16 in NCAA tournament • Advancing to Elite 8 in NCAA tournament • Advancing to Final Four in NCAA tournament • Winning National Championship 	<ul style="list-style-type: none"> • One Month Base Salary • One Month Base Salary • One Month Base Salary • One Month Base Salary • One Month Base Salary • One Month Base Salary i. One Month Base Salary ii. \$5,000 	<ul style="list-style-type: none"> • Head Women's Basketball Coach i. Head Women's Basketball Coach ii. Assistant Coaches Pool per NCAA round
b)	<ul style="list-style-type: none"> • Program wins fourteen (14) or more games during regular season • Program wins twenty (20) or more games during regular season 	<ul style="list-style-type: none"> • \$2,500 	<ul style="list-style-type: none"> • Head Women's Basketball Coach
c)	<ul style="list-style-type: none"> • Post Season NIT Semi-final round 	<ul style="list-style-type: none"> i. \$5,000 ii. \$1,000 	<ul style="list-style-type: none"> i. Head Women's Basketball Coach ii. Assistant Coaches Pool
d)	<ul style="list-style-type: none"> • Program finishes season with an APR NCAA rating of 950 – 979 	<ul style="list-style-type: none"> i. \$7,500 	<ul style="list-style-type: none"> i. Head Women's Basketball Coach

	<ul style="list-style-type: none"> • Program finishes season with an APR NCAA rating of 980 or better <p><u>Note:</u> If the Program finishes season with an APR NCAA rating of less than 900, any other incentive payments earned by Head Women's Basketball Coach pursuant to this Section 3.1.2 shall be reduced by 25%</p>	ii. \$1,000 • \$5,000	ii. Assistant Coaches Pool • Head Women's Basketball Coach
e)	<ul style="list-style-type: none"> • Program defeats an opponent ranked in BCS League • Program defeats an opponent who is ranked in the Associated Press' Top 20 Mid Major Pool 	i. \$5,000 ii. \$1,500 i. \$5,000 ii. \$1,000	i. Head Women's Basketball Coach ii. Assistant Coaches Pool i. Head Women's Basketball Coach ii. Assistant Coaches Pool
f)	<ul style="list-style-type: none"> • Coach Wins SWAC Coach of the Year 	• \$7,500	• Head Women's Basketball Coach
g)	<ul style="list-style-type: none"> • Program generates \$50,000 or more in Game Guarantee Revenue 	• \$15,000	• Head Women's Basketball Coach

3.2. **Additional Benefits.** Head Women's Basketball Coach shall also be entitled to the following additional benefits, which shall be paid for by University subject to its policies and procedures:

3.2.1. **Travel Reimbursement.** Head Women's Basketball Coach shall also be entitled to full reimbursement for all travel and travel-related expenses incurred in connection with University or Program business, subject to allocated budget, applicable University policies, and the laws of the State of Texas. Head Women's Basketball Coach's spouse may accompany the team during travel, at Head Women's Basketball Coach's discretion; however, such travel shall not be subject to reimbursement by University.

3.2.2. **Office Equipment and Supplies.** Head Women's Basketball Coach

shall be provided complete access to all office equipment, technology, and supplies necessary for performance of duties related to the Program. This includes, but is not limited to fax machines, copiers, computers, telephones (including long-distance charges related to University or Program business), laser printers, stationery, envelopes, letterhead, and business cards.

- 3.2.3. **General Athletic Event Access.** Head Women's Basketball Coach shall be provided four (4) tickets to all University sponsored athletic events except for women's basketball. University will make its best effort to provide Head Women's Basketball Coach with appropriate "all access" credentials and four (4) tickets for all SWAC related events.
- 3.2.4. **Head Coach Ticket Allotment.** Head Women's Basketball Coach shall receive twenty (20) tickets to each home women's basketball game for exclusive distribution at her discretion. For the avoidance of doubt, these tickets are not considered compensation to Head Women's Basketball Coach, and their value shall not be attributed to her total compensation under this Contract.
- 3.2.5. **Assistant Coaches Ticket Allotment.** Each Associate or Assistant Basketball Coach shall receive four (4) tickets to each home women's basketball game.
- 3.2.6. **Relocation Expenses.** University agrees to reimburse Head Women's Basketball Coach for reasonable relocation expenses, up to a total amount of \$15,000.00, in accordance with University policy and applicable state and federal law.
- 3.3. **Payroll Deductions.** All compensation paid to Head Women's Basketball Coach under this Contract shall be subject to the same payroll deductions and withholdings as apply to non-academic administrative employees of University, in accordance with applicable laws and regulations.
- 3.4. **Staff Benefits.** University will provide Head Women's Basketball Coach with the same benefits, excluding vacation and personal leave, as are provided to members of University's regular staff. Such benefits may be modified at the sole discretion of University. These include, but are not limited to, sick leave; employer contributions to, and/or eligibility for, health and group life insurance for the employee; optional insurance coverage for the employee's family; and employer contributions to the appropriate retirement program. Head Women's Basketball Coach is required by state law to contribute to her retirement account through monthly payroll withholding.
- 3.5. **Work Hours and Overtime.** Head Women's Basketball Coach is expected to work the necessary hours to fulfill the responsibilities of the position. Head Women's Basketball Coach shall not be entitled to compensatory time or overtime pay, except when compensatory time is expressly approved in writing in advance by the Vice President of Intercollegiate Athletics for work performed beyond the scope of

normal job duties.

- 3.6. **Merit Pay.** The Vice President of Intercollegiate Athletics, with the approval of the President of University, may award merit pay to Head Women's Basketball Coach on an annual basis. Any merit pay shall be discretionary and based on the athletic and academic performance of the Program, as well as the conduct of Head Women's Basketball Coach and Program on and off the court. Nothing in this Contract shall be construed to create an expectation or entitlement to merit pay.
- 3.7. **Budget Approval and Fund Availability.** The payment of all forms of compensation provided under this Contract is contingent upon the approval of the annual operating budget by University's Board of Regents and the availability of sufficient funds in the account specified in the Vice President of Intercollegiate Athletics' most recent Notice of Appointment.

4. **PAID VACATION AND UNPAID ADMINISTRATIVE LEAVE**

Head Women's Basketball Coach shall be entitled to twenty (20) days of paid vacation per calendar year, which may be taken on dates approved in advance by the Vice President of Intercollegiate Athletics. Unused vacation days shall not accumulate nor be compensated in cash. Additionally, the Vice President of Intercollegiate Athletics may, in his sole and absolute discretion, grant unpaid leave to Head Women's Basketball upon advance approval. Paid vacation and unpaid leave shall have no cash value and shall not be payable upon expiration or termination of this Contract.

5. **HEAD WOMEN'S BASKETBALL COACH'S DUTIES**

- 5.1. **Duties of Head Women's Basketball Coach.** The duties of Head Women's Basketball Coach shall include, but are not necessarily limited to, the following:
 - 5.1.1. **Devotion of Efforts.** Head Women's Basketball Coach shall devote her best, ongoing, full-time and exclusive efforts to the Program and to the performance of all duties and responsibilities set forth in this Contract.
 - 5.1.2. **Support and Supervise Student Athletes.** Head Women's Basketball Coach shall observe, understand and uphold all academic standards, requirements, and policies of University. She shall conduct herself at all times in a manner consistent with her role as an instructor of students, and shall encourage and support student-athletes to achieve their highest personal, academic, and athletic potential. This includes an emphasis on achieving strong academic performance and completing an undergraduate degree within four (4) years. The parties agree that, although this Contract is sport-related, its primary purpose is to support University's educational mission. Accordingly, the educational purpose of University shall take priority throughout the provisions of this Contract.

For example, a student-athlete may be declared ineligible for athletic competition for reasons including, but not limited to:

- Failure to meet academic requirements;
- University determines that the student-athlete is not an appropriate representative of University;
- Disciplinary sanction under University's student code,
- Failure to comply with eligibility standards set forth by the NCAA or the SWAC; or
- Other determinations that the student-athlete is not an appropriate representative of University.

In such cases, Head Women's Basketball Coach shall abide by University decision, and no such action shall be considered a breach of this Contract. Head Women's Basketball Coach shall also maintain and enforce conduct and disciplinary rules fairly and consistently for all student-athletes in the Program, both on and off the field, in order to promote academic integrity, and moral character, and excellence.

- 5.1.3. **Dedication and Leadership.** Head Women's Basketball Coach shall dedicate focused, consistent, and active leadership to the Program, including all coaching responsibilities, mentorship of student-athletes, and interaction with Program staff. She shall make every reasonable effort to promote the success of the Program and contribute to the advancement of University's broader athletic mission.
- 5.1.4. **Compliance with Policies and Decisions.** Head Women's Basketball Coach shall comply fully with all policies, procedures, rules, and regulations of University including those established by the Vice President of Intercollegiate Athletics, as they relate to the conduct and administration of the University's Athletic Department. Head Women's Basketball Coach shall also comply with by all determinations, directives, and decisions made by University or its authorized representatives. Failure to comply may be considered grounds for disciplinary action, up to and including termination, subject to applicable policies and procedures.
- 5.1.5. **Comply with NCAA and Conference Rules and Regulations.** Head Women's Basketball Coach shall fully comply with the constitution, bylaws, rules, regulations, interpretations, and advisory opinions, (collectively "Rules and Regulations") of the National Collegiate Athletic Association ("NCAA"), as well as those of the Southwest Athletic Conference ("SWAC") or any other athletic conference with which University may be affiliated, (collectively, the "Conference"), as such Rules and Regulations may be amended from time to time. This obligation includes all rules relating to the conduct, administration, and oversight of University's intercollegiate athletics program. If Head Women's Basketball Coach is found to have committed a violation of NCAA or Conference Rules and Regulations—whether such violation occurred during employment with University, or during prior employment at another NCAA

member institution—NCAA Bylaw 11.2.1, as amended, shall apply. In such cases, Head Women's Basketball Coach shall be subject to disciplinary or corrective action, including by not limited to, suspension without pay or termination of employment, as provided under NCAA enforcement procedures and this Contract. In the event Head Women's Basketball Coach becomes aware of, or has reasonable cause to suspect, a potential violation of NCAA, Conference, or University rules policies, she shall promptly report such information to the Vice President of Intercollegiate Athletics. Head Women's Basketball Coach shall fully cooperate with any investigation conducted by University, the NCAA, or the Conference involving any aspect of the Program.

- 5.1.6. **Supervision of Personnel.** Head Women's Basketball Coach shall supervise, evaluate, and manage the job performance and employment related responsibilities of all assistant coaches and other athletic personnel for whom she is administratively responsible. Head Women's Basketball Coach shall also ensure that such personnel comply with all applicable NCAA, Conference, and University rules, regulations, and policies.
- 5.1.7. **Program Development.** In coordination with University academic and compliance offices, Head Women's Basketball Coach shall develop and implement programs and procedures for the evaluation, recruitment, training, and coaching of student-athletes. These programs shall be designed to promote competitive success while also supporting student-athlete welfare, academic achievement, and timely progress toward completion of undergraduate degree requirements.
- 5.1.8. **Fulfillment of Responsibilities.** Head Women's Basketball Coach shall perform all assigned duties and responsibilities in a timely, thorough, professional, and constructive manner. This includes, but is not limited to, the competition of required administrative processes, performance evaluations, and regular attendance at all meetings or functions as directed by the Vice President of Intercollegiate Athletics.
- 5.1.9. **Incorporation of Job Description.** The official job description of the position of the Head Women's Basketball Coach's, as adopted by the Vice President of Intercollegiate Athletics in accordance with University policies and procedures, is hereby incorporated into this Contract by reference and shall be binding on the Head Coach. A copy of the job description shall be provided to Head Women's Basketball Coach in writing, and she shall be expected to carry out the duties therein as part of her contractual responsibilities.
- 5.1.10. **Annual Disclosure of Outside Income.** In accordance with NCAA Bylaw 11.2.2, as amended, Head Women's Basketball Coach shall annually provide a detailed written account to the Vice President of Intercollegiate Athletics and the President of University, disclosing and quantifying all athletically related income and benefits received from all sources other than the compensation provided by University under this Contract.

5.1.11. **Game Scheduling Authority.** Head Women's Basketball Coach shall consult with the Vice President of Intercollegiate Athletics regarding the scheduling of all women's basketball games. However, final authority over all scheduling decisions shall rest solely with the Vice President of Intercollegiate Athletics.

5.1.12. **Fundraising Participation.** Head Women's Basketball Coach shall actively participate in fundraising activities sponsored or coordinated by the Athletics Department, as requested by the Vice President of Intercollegiate Athletics or other authorized University officials. Participation in such activities shall be considered a regular and expected duty of the Head Coach in support of the University's athletic program.

5.1.13. **Media and Public Appearances.** Head Women's Basketball Coach shall make all reasonable efforts to maximize favorable radio, television, and other media coverage of University and its athletic programs. Head Women's Basketball Coach may receive remuneration for media appearances, endorsements, or public presentations only with the prior written consent of University, as further detailed in Sections 5.2.3 and 6.2 of this Contract. Such consent shall not be unreasonably withheld or delayed.

5.2. **Prohibited Conduct.** Head Women's Basketball Coach is expressly prohibited from engaging in any conduct, activities, or receiving any benefits that conflict with the terms of this Contract, applicable law, or University, NCAA, or Conference policies. Without limiting the generality of the foregoing, prohibited conduct includes, but is not limited to, the following:

5.2.1. **Conflicting Activities.** Head Women's Basketball Coach shall not engage in any outside activities—whether business, personal, or professional—that interfere with, or reasonably appear to interfere with, her ability to fully and professionally perform the duties and set forth in this Contract. Head Women's Basketball Coach shall further refrain from any business or professional conduct, affiliations, or pursuits that may be reasonably expected to embarrass University or bring discredit, reputational harm, or adverse public attention to University, its athletic programs, or its administration.

5.2.2. **Compliance and Ethical Violations.** Head Women's Basketball Coach shall not engage in any conduct—whether or not directly related to her official duties—that constitutes, or could reasonably be perceived as, a violation of:

- (a) NCAA, Conference, or University rules, regulations, policies, or procedures;
- (b) applicable federal or state laws, regulations, or official guidance; or
- (c) generally accepted ethical standards applicable to collegiate athletics and coaching professionals.

5.2.3. **Receipt of Outside Benefits.** Head Women's Basketball Coach shall not

directly or indirectly, solicit or receive any compensation, remuneration, or other benefit from any source other than University in connection with her professional position or employment, except as expressly provided in this Contract or with the prior written approval of the Vice President of Intercollegiate Athletics, obtained on an annual basis. Such approval shall not be unreasonably or arbitrarily withheld and must comply with all applicable University policies governing outside income and benefits from full-time employees. Sources of outside compensation or benefits subject to this provision include, but are not limited to:

- (a) annuities or deferred compensation related to the coaching position;
 - (b) income from sports camps, clinics, or private lessons;
 - (c) housing-related benefits, including preferential arrangements;
 - (d) country club or private membership benefits;
 - (e) proceeds from complimentary ticket sales;
 - (f) media-related compensation, including television or radio programs;
 - (g) endorsement or consulting agreements with athletic footwear, apparel, or equipment manufacturers; or
 - (h) income from public speaking engagements, appearances, or authorship.
- In accordance with Section 5.1.10, Head Women's Basketball Coach shall annually provide a written, detailed account of all such outside income and benefits to the Vice President of Intercollegiate Athletics and the President of University.

5.2.4. **Discredit to University.** Head Women's Basketball Coach shall not engage in any business transaction, commercial activity, media appearance, or make any public statement—including to student athletes, the press, or in any public forum—that may reasonably be expected to bring discredit, adverse public attention, or reputational harm to = University, its administration, or its athletics programs.

5.2.5. **Unauthorized Contractual Commitments.** Head Women's Basketball Coach shall not, under any circumstances, enter into or purport to enter into any oral or written agreement, letter of intent, memorandum of understanding, or other arrangement that purports to bind, obligate, or involve University or its Athletics Department in any transaction, sponsorship, partnership, or financial commitment. Any such arrangement must be submitted in advance to the Vice President of Intercollegiate Athletics for review and approval, and such agreement shall be deemed unauthorized and unenforceable, and University shall not be bound by its terms.

5.2.6. **Prohibition Against Condoning Violations.** Head Women's Basketball Coach shall not condone any violation of NCAA legislation, Conference rules, University policy, Texas law, federal law, or criminal law (collectively referred to in this section 5.2.6 as a "Violation") by herself, her coaching staff or any other person under her supervision or direction, including student-athletes.

For purposes of this Section 5.2.6, "condone" shall mean:

- (a) Having actual knowledge of and/or complicity in a Violation by herself, her coaching staff, or any other person under her supervision or direction, including a student-athlete; or
- (b) Failing to report a known or possible Violation to the Vice President of Intercollegiate Athletics within a reasonable time.

A "known or possible Violation" shall mean any violation that the Head Women's Basketball Coach becomes aware of, or has a reasonable cause to believe, is occurring or has occurred.

6. OUTSIDE ACTIVITIES

- 6.1. **Restrictions on Outside Compensation.** Except as provided under Sections 5.2 and 6.0 of this Contract, Head Women's Basketball Coach shall not receive any outside compensation without the prior written consent of the Vice President of Intercollegiate Athletics or designee. Such consent shall not be unreasonably withheld or delayed.

Head Women's Basketball Coach must disclose to University all outside compensation in compliance with the Supplemental Salary provisions outlined in the NCAA Bylaws.

- 6.2. **Public Appearances and Ownership of Personal Rights.** Head Women's Basketball Coach may receive separate remuneration for contracts involving her services or likeness, including but not limited to radio, television, internet, public speaking engagements, apparel contracts, and other similar agreements (collectively referred to as "Public Appearances"). Such contracts are subject to prior written approval by the Vice President of Intercollegiate Athletics or their designee and must comply with University policy and NCAA Rules and Regulations. Approval shall not be unreasonably withheld or delayed.

Head Women's Basketball Coach retains sole and exclusive ownership of her name, likeness, image, signature, voice, biographical data, any other identifiable features, as well as all proprietary and potential proprietary rights associated therewith.

- 6.3. Head Women's Basketball Coach shall be permitted to organize and operate an Institutional Summer Basketball Camp ("Basketball Camp") on the University campus at her own expense. The Basketball Camp must be conducted in compliance with all applicable state and federal laws, University policies, and NCAA Rules and Regulations.

Head Women's Basketball Coach shall retain 100% of the proceeds generated by the Basketball Camp, less customary expenses as determined by the University. Proceeds may be used at Head Women's Basketball Coach's discretion, either as supplemental income for herself or to compensate assistant coaches'.

The proposed manner, means, and details of the Basketball Camp must be submitted to and approved by the University before any advertising occurs. Such approval shall not be unreasonably withheld, conditioned or delayed.

7. TERMINATION, SUSPENSION, REASSIGNMENT

- 7.1. **Mutual Consent of the Parties.** This Contract may be terminated at any time upon the mutual written agreement of the University and the Head Women's Basketball Coach specifying the terms, conditions and effective termination date.
- 7.2. **Expiration of Term.** Unless renewed or extended in writing, this Contract shall automatically terminate on its Expiration Date.
- 7.3. **Termination upon Death.** This Contract shall automatically and immediately terminate upon the death of Head Women's Basketball Coach.
- 7.4. **Termination by University for Just Cause.** University may terminate the employment of Head Women's Basketball Coach and this Contract prior to its Expiration Date by providing written notice to Head Women's Basketball Coach for any of the following reasons. In such cases, the University shall not be liable for any losses related to collateral business opportunities, benefits, perquisites, or income derived from outside activities due to the termination.

- 7.4.1. **Disability.** If Head Women's Basketball Coach suffers an injury, illness, or incapacity that prevents her from performing the essential functions of her position, this Contract may be terminated following 120 consecutive days of unpaid leave within any 12-month period.

In the event of termination due to a disability, Head Women's Basketball Coach shall continue to receive her compensation under this Contract through the end of the third full month following the date the disability is confirmed by a state licensed medical physician mutually agreed upon by both parties. After this period, all obligations of University to provide further payment or any other consideration under this Contract shall cease, except for those required or permitted by law or University policies.

Notwithstanding any other provisions of this Contract, nothing herein shall authorize the University to take any action that violates the Americans with Disabilities Act ("ADA"), nor shall this section be construed as a waiver of any rights provided under the ADA.

- 7.4.2. **Just Cause.** University reserves the right to terminate this Contract for Just Cause. The determination of Just Cause shall be made by the President or the President's designee and shall be final, subject to Section 7.6. This section, including the definition of Just Cause, is intended to provide University with the broadest discretion permitted by applicable law. If the Contract is terminated for Just Cause, all obligations of University to provide further payment or

consideration shall cease as of the termination date. "Just Cause" includes, but is not limited to, the following:

- 7.4.2.1. Any deliberate and serious violations, repeated secondary violations, failure to fulfill outlined duties, or refusal to perform duties in good faith to the best of Head Women's Basketball Coach's abilities;
- 7.4.2.2. Any conduct involving moral turpitude, or behavior likely to bring public disrespect, contempt, or ridicule upon University, or failure to uphold the high moral and ethical standards expected of the Head Women's Basketball Coach as a representative of the University's Department of Intercollegiate Athletics, regardless of whether such conduct results in criminal charges;
- 7.4.2.3. Any conviction or plea of nolo contendere for a felony or crimes involving theft, fraud, violence, dishonesty, or moral turpitude. University must issue notice of termination within 120 days of such conviction or plea;
- 7.4.2.4. Any serious or major violations or a pattern of secondary violations, whether intentional or negligent, by Head Women's Basketball Coach of NCAA or Conference rules, University policies, or procedures, including violations during prior employment. Such violations may reflect adversely on University or its athletics programs and could lead to NCAA or Conference investigations or probation;
- 7.4.2.5. Allowing or condoning violations, directly or through negligent supervision, by any subordinate, including coaching staff or student-athletes that adversely reflect on University or its athletics program.
- 7.4.2.6. Conduct materially prejudicial to the best interests of University or its athletics program or in violation of University's mission, rules, or policies;
- 7.4.2.7. Any cause sufficient to justify the termination of a regular University staff employee;
- 7.4.2.8. Violation of any Contract terms not remedied within thirty (30) days after written notice is provided to Head Women's Basketball Coach;
- 7.4.2.9. Refusal or failure to perform duties reasonably related to the position, or failure to perform them to the best of Head Women's Basketball Coach's ability, following notice from the University regarding expectation;

- 7.4.2.10. Prolonged absence from University, aside from disability, without University's consent; or
 - 7.4.2.11. Poor performance, defined as Head Women's Basketball Coach's failure to meet the duties and responsibilities in a competent manner, as reasonably determined by the Athletic Director through performance evaluation tools such as Bullseye Engagement software or other mutually agreed-upon metrics.
- 7.5. **Right to Suspend.** If University has reason to believe that Head Women's Basketball Coach is or was involved in any conduct constituting Just Cause for termination under this Contract, then University may, at its sole and absolute discretion, suspend Head Women's Basketball Coach with pay not to exceed sixty (60) days while a final decision on the matter is pending. This Section is intended to provide University with the broadest discretion permitted by applicable law.
- 7.6. **Procedural Rights.** Head Women's Basketball Coach shall have the procedural right to request, in writing, a review and hearing regarding any suspension imposed by the Vice President of Intercollegiate Athletics. Any such hearing shall be conducted in accordance with University's grievance procedures applicable to non-academic administrative employees, as currently established or subsequently amended, unless alternative procedures are mutually agreed upon by the parties.
- 7.7. **Termination by University Without Just Cause.** University may terminate the employment of Head Women's Basketball Coach's and this Contract prior to its normal Expiration Date without Just Cause. Termination without Just Cause shall mean any termination not based on the grounds specified in Section 7.4.2. Such termination shall be effectuated by providing written notice to Head Women's Basketball Coach of University's intent to terminate the Contract without Just Cause. The notice shall provide at least thirty (30) days' advance notice before the termination becomes effective.

In the event of termination without Just Cause, Head Women's Basketball Coach shall be entitled to damages as specified below.

- 7.8. **Liquidated Damages upon Termination by University Without Just Cause.** If University terminates the employment of Head Women's Basketball Coach without Just Cause before the Expiration Date, University shall pay Head Women's Basketball Coach, liquidated damages as specified below:
- 7.8.1. **Remaining Base Salary.** University shall pay Head Women's Basketball Coach an amount equal to her current monthly Base Salary multiplied by the number of months remaining under the Term of this Contract, calculated from the effective date of termination through the Expiration Date, Payment for any partial months shall be prorated accordingly.
 - 7.8.1.1. **Payment Schedule.** University may choose to fulfill this obligation either on a monthly basis or as a lump sum payment.

- 7.8.1.2. **Mitigation Duty.** Head Women's Basketball Coach must take reasonable steps to mitigate damages as outlined in subsequent provisions of this Contract.
- 7.8.1.3. **Deductions.** All payments shall be subject to applicable deductions for federal, state, and local taxes.
- 7.8.1.4. **Earned Compensation.** In addition to the amounts above, University shall pay the Head Women's Basketball Coach any earned but unpaid Base Salary and bonus compensation accrued as of the termination date.

7.8.2. **Medical Benefits**

7.8.2.1. **Reimbursement Amount**

- (a) University shall reimburse the Head Women's Basketball Coach on a monthly basis for an amount equal to the difference between:
 - i. The cost of COBRA continuation coverage for the Head Women's Basketball Coach and her dependents, and
 - ii. The employee share of the premium that similarly situated active employees would pay for comparable coverage

7.8.2.2. **Duration of Reimbursement**

- (a) Reimbursement shall continue until the earliest of the following events:
 - i. Six (6) months after the termination of employment.
 - ii. Head Women's Basketball Coach begins other employment that offers comparable medical coverage for which she is eligible.
 - iii. Head Women's Basketball Coach and/or her dependents become ineligible for University COBRA continuation coverage.

- 7.8.3. **No Liability for Collateral Loss of Income.** University shall not be liable for any loss of income, benefits, perquisites, or other opportunities resulting from Head Women's Basketball Coach's outside business activities or other collateral ventures.

- 7.8.4. **Bargained-for Damages.** The parties acknowledge and agree that the liquidated damages provision outlined above has been negotiated with the understanding that termination of the Contract by University without Just Cause prior to its expiration may result in Head Women's Basketball Coach to losing certain benefits, supplemental compensation, or outside compensation tied to her employment with University. These potential damages are inherently difficult to quantify with precision.

- 7.9. **Mitigation of Damages by Head Women's Basketball Coach.** Head Women's Basketball Coach agrees to make reasonable diligent efforts to mitigate University's obligation to pay liquidated damages by seeking comparable employment as soon as reasonably possible. Once Head Women's Basketball Coach secures such comparable employment, University's financial obligations under this Contract shall be reduced or cease in proportion to the mitigation achieved.

Head Women's Basketball Coach must notify the Vice President of Intercollegiate Athletics in writing within ten (10) days of commencing comparable employment. Failure to provide such notice will result in University's financial obligation under this Contract ceasing effective the 11th day following the start of the new employment.

For purposes of this Contract, "comparable employment" is defined as a basketball coaching position with another college or professional organization.

- 7.10. **Termination by Head Women's Basketball Coach.** Head Women's Basketball Coach acknowledges that the mutual commitment to the Term of this Contract is fundamental and critical to its purpose. Head Women's Basketball Coach recognizes that University is making a significant investment in her continued employment and that this investment would be lost if she resigns or otherwise terminates her employment before the expiration of the Contract.

Head Women's Basketball Coach further acknowledges the substantial resources University has devoted over many years to promoting, developing, and sustaining the Program and that her continued employment is a vital component of its success. Head Women's Basketball Coach agrees that her early termination would cause extraordinary and difficult to quantify damage to the value of the Program.

Accordingly, if Head Women's Basketball Coach resigns or otherwise terminates her employment before the expiration of this Contract and accepts a position as a Head Women's Basketball Coach within either the Women's National Basketball Association (WNBA) or any Division I college basketball program, she agrees to pay University liquidated damages in the amount of \$75,000.00. This payment shall be made within six (6) months of her resignation or termination.

The parties agree that the payment of these liquidated damages and University's acceptance thereof will constitute fair and adequate compensation for the damages suffered due to Head Women's Basketball Coach's termination. This provision is not intended to, and shall not, operate as a penalty.

- 7.11. **Termination by Either Party.** Both parties represent and warrant that, at the time of executing this Contract, there are no known or pending allegations or investigations related to potential NCAA violations involving either University or Head Women's Basketball Coach.

If it is later determined that Head Women's Basketball Coach misrepresented this fact, University will have the right to exercise its remedies as outlined in Section 7.4 and

subsequent provisions.

Conversely, if it is determined that University misrepresented this fact, resulting in barred post-season appearances or the loss a significant number of NCAA scholarships, Head Women's Basketball Coach may notify University of her intent to terminate this Contract. In such a case, University will pay the Head Women's Basketball Coach her Annual Base Salary and Additional Compensation for one year following the notice of termination, and any earned but unpaid Base Salary and bonus compensation as of the effective termination date.

- 7.12. **Termination of Obligation under Contract.** Upon termination of this Contract for any reason, all obligations of University to Head Women's Basketball Coach under this Contract shall cease as of the effective termination date, except for any salary (base and bonus) obligations owed by University to Head Women's Basketball Coach.

University shall not, under any circumstances, be liable for the loss of collateral business opportunities or any other benefits, perquisites, or income arising from activities such as, but not limited to: camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or any other sources of income that may be impacted by the termination of this Contract.

8. STAFF

Head Women's Basketball Coach shall have the sole authority to hire three Assistant Coaches, whose compensation shall align with the Athletic Department's budget. However, the hiring of these Assistant Coaches shall be subject to the approval of the Vice President of Intercollegiate Athletics, which approval will not be unreasonably withheld, conditioned or delayed.

Head Women's Basketball Coach is responsible for overseeing the activities of her staff as they pertain to University's athletic interests. She shall take reasonable and necessary measures to ensure that her staff does not enter into any contracts related to endorsements or appearances on radio or television programs without the express written consent of both the Vice President of Intercollegiate Athletics and the President (or the President's designee). Such consent shall not be unreasonably withheld, conditioned or delayed.

9. RELATIONSHIP BETWEEN THE PARTIES

The relationship between Head Women's Basketball Coach and University shall be exclusively by the terms and conditions set forth in this Contract.

10. NOTICES

Any notice required or permitted under this Contract by either party may be delivered personally in writing or sent via registered or certified mail, postage prepaid with a return receipt requested. Mailed notices shall be addressed to the respective parties at the

addresses provided below. Notices delivered personally shall be considered effective upon actual receipt. Notices sent by mail shall be deemed effective three (3) days after the date of mailing.

University:

Texas Southern University
Attn: Vice President of
Intercollegiate Athletics
Houston, Texas 77004

Head Women's Basketball Coach:

Head Women's Basketball Coach
Texas Southern University
Attn: Vernetta Skeete
Houston, Texas 77004

With Copy To:

Texas Southern University
Attn: Office of General Counsel
3100 Cleburne, Hannah Hall 340
Houston, Texas 77004

With Copy To:

CSE Talent, LLC
Attn: Stephen Gregg, General Counsel
150 Interstate North Parkway
Atlanta, Georgia 30339

11. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The courts located in Harris County, Texas shall serve as the exclusive forum for any lawsuits arising from or related to this Contract. All provisions of this Contract are subject to the rules and regulations of the Board of Regents of Texas Southern University.

12. SEVERABILITY

If any provision of this Contract is found to be void, invalid, unenforceable, or illegal for any reason, that provision shall be ineffective only to the extent of such prohibition. The validity and enforceability of the remaining provisions shall remain unaffected.

13. AMENDMENT

Except as otherwise expressly provided in this Contract, no amendment or modification of its terms shall be valid unless made in writing and signed by authorized representatives of both University and Head Women's Basketball Coach.

14. FORCE MAJEURE

If either party is unable to perform its obligations under this Contract due to acts of nature or other events beyond its reasonable control, such performance shall be excused for the duration of such events, and both party's obligations shall be suspended until the situation is resolved and performance can reasonably resume.

15. ASSIGNMENT

Neither this Contract nor any rights or claim under it may be assigned or transferred by Head Women's Basketball Coach without the prior written consent of University.

16. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions, understands, and agreements—whether oral or written—relating to the subject matter herein. Nonverbal statements or representations not expressly included in this Contract shall be binding unless acknowledged in writing and signed by both parties.

IN WITNESS THEREOF, Head Women's Basketball Coach and the duly authorized representative(s) of University have executed this Contract as of the dates set forth below.

HEAD WOMEN'S BASKETBALL COACH

Vernette Skeete

Date

TEXAS SOUTHERN UNIVERSITY

By: Kevin Granger
Vice President of Intercollegiate Athletics
Texas Southern University

Date

By: James Crawford, III
President
Texas Southern University

Date