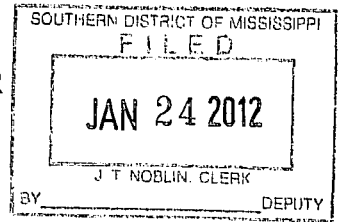


IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION



DENISE TAYLOR-TRAVIS

PLAINTIFF

V.

CIVIL ACTION NO. 3:12 CV 51 H70-LRA

JACKSON STATE UNIVERSITY

DEFENDANT

**COMPLAINT**  
**JURY TRIAL DEMANDED**

**COMES NOW** Plaintiff Denise Taylor-Travis, by and through her counsel, Louis H. Watson, Jr., P.A., and files this action against her former employer, Defendant, Jackson State University, to recover damages for violation of her rights. As more specifically set forth below, Plaintiff has been subjected to sex discrimination and retaliation in the terms and conditions of her employment in violation of Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, *et seq.* ("Title IX") and the implementing regulations promulgated under Title IX; sex discrimination and retaliation in the terms and conditions of her employment in violation of Title VII of the Civil Rights Act of 1964, as amended; and state law claims of Breach of Contract, Breach of the Implied Covenant of Good Faith and Fair Dealing, and Invasion of Privacy.

**PARTIES**

1. The Plaintiff, Denise Taylor-Travis (Coach Taylor), is an adult female resident of Rankin County, Mississippi where she resides at 517 Windsor Drive, Brandon, MS 39047.

2. Defendant Jackson State University (JSU) is a public institution of higher education located in Jackson, MS and is the recipient of federal funding. Defendant may be served with process through the Mississippi Attorney General's Office: Jim Hood, Mississippi Attorney General, 450 High Street, Jackson, Mississippi 39201.

### VENUE

3. Venue is appropriate in the United States District Court for the Southern District of Mississippi, in that the Defendant has significant contacts within this district, the Plaintiff resided within this district at the time of the pertinent events, and the events that gave rise to this cause of action occurred in this district.

### JURISDICTION

4. This action arises under Title VII of the Civil Rights Act of 1964, as amended.

5. This action arises under Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, *et seq.* ("Title IX") and the implementing regulations promulgated under Title IX.

6. This Court has federal question and civil rights jurisdiction for a cause of action arising under Title VII.

7. The Mississippi state law claims arise out of the same case and controversy and are therefore subject to the jurisdiction of this Honorable Court.

8. Plaintiff timely filed a complaint with the EEOC, a true and correct copy of which is attached as Exhibit "A." The EEOC issued a Right to Sue on January 12, 2012, a true and correct copy of which is attached as Exhibit "B." Plaintiff timely files this action within ninety (90) days of receipt of her Notice of Right to Sue.

## STATEMENT OF THE FACTS

9. Coach Taylor first became coach of the JSU Women's Basketball Team in 2001.

10. Subsequently, on July 1, 2010, Coach Taylor entered into a Contract, labeled "Employment Agreement," with Jackson State University to be the Head Coach of the Women's Basketball team. Said Contract is attached hereto as Exhibit "C."

11. The Contract was for a three (3) year term with a salary of Ninety-One Thousand dollars (\$91,000) per annum as base salary.

12. The Contract also provided for numerous incentive-based payments in addition to the yearly salary.

13. Coach Taylor also signed a second Contract, labeled Employment Contract: Board of Trustees of State Institutions of Higher Learning which referenced her employment agreement. Said Second Contract is attached hereto as Exhibit "D."

14. Throughout her tenure as the Women's Basketball Coach, Coach Taylor was treated disparately from the male coaches and was subjected to intimidation and harassment.

15. On March 29, 2011, Coach Taylor met with Adrienne Sweeney, the Senior Woman Administrator for JSU. This meeting concerned unfair treatment, recruiting, budget, and the NCAA Women's Basketball Association annual conference (Conference). Ms. Sweeney said she was aware of some differences. When Coach Taylor asked about Title IX, Ms. Sweeney said she was not sure who the coordinator was and that the information regarding Title IX needed to be updated. Ms. Sweeney never contacted Coach Taylor after the meeting regarding the coordinator.

16. On March 30, 2011, Coach Taylor met with Robert Walker, the interim Athletic Director of two (2) months, and the business manager regarding the budget. Coach Taylor submitted a copy of a request made in January to attend the Conference. Coach Taylor had also previously met with Mr. Walker regarding unfair treatment.

17. After meeting with Mr. Walker, Coach Taylor contacted Dr. Carolyn Meyers by email regarding unequal treatment of the JSU Women's Basketball team. This unequal treatment was in violation of Title IX. See March 30, 2010 email from Denise Taylor-Travis to Dr. Carolyn Meyers, a copy of which is attached as Exhibit "E."

18. The email requested a meeting with Dr. Meyers to express her concerns about the unfair treatment of the Women's Basketball team.

19. Dr. Myers responded, via e-mail, but the response did not entail what Coach Taylor wanted to discuss with her. Instead, the e-mail contained information received from Coach Walker who had treated Coach Taylor unfairly in the past.

20. Section 4.4(f) of Coach Myers' Contract states that "The University shall advise Head Coach if funds are available for this purpose (Women's Basketball Coaches Association annual convention) on or before February 1 of each Contract Year." Coach Myers submitted her funding request for the conference in January. She was not informed of the lack of funds until late March. This failure to inform in a timely manner further shows the complete lack of professionalism and equality of the Defendant.

21. Dr. Myers never met with Coach Taylor regarding evaluation of her program. However, Dr. Myers had met with the football coach and men's basketball coach.

22. Immediately after mailing the Title IX Complaint, President Myers dispatched Ella Holmes to audit the Women's Basketball Program. Such actions were purely retaliatory in nature, were not ordered for any other sports program, and were set in motion for the clear purpose of terminating Plaintiff.

23. On April 8, 2011, JSU placed Coach Taylor on administrative leave through a letter. Defendant's actions constituted retaliation against Coach Taylor for voicing her Title IX concerns. The letter purported "recent allegations of professional misconduct." The Defendant gave neither prior warning nor write up to Coach Taylor before this letter.

24. The letter prohibited contact with university personnel, including the coaching staff and students.

25. On April 11, 2011, Coach Taylor, through her attorney Felicia Perkins, emphatically denied any misconduct and requested all information and documentation regarding the allegations.

26. On May 13, 2011, Coach Taylor received a summary of the allegations against her.

27. The unfounded allegations included "harassment, violation of policy, misappropriation of funds, and not complying with university standards."

28. These heinous charges were simply the Defendant's attempt to divert attention from their wrongful actions.

29. A meeting also occurred on that day between Coach Taylor, her attorney, Robert Walker who was the interim athletic director, and others at JSU. JSU did not inform Coach Taylor about the nature of the meeting, or who would be in attendance.

30. It was during this meeting that Coach Taylor was informed that if she did not resign by Five (5) p.m., termination would be recommended to the President of JSU. Coach Taylor again denied the allegations and would not resign. Coach Taylor then asked for another copy of her allegations.

31. That same day, Coach Taylor received her Charge of Discrimination from the EEOC detailing her claim of sexual discrimination under Title VII.

32. On May 20, 2011, Coach Taylor received a letter informing of JSU's intent to terminate her. Again, the letter conclusory alleged "violation of University, IHL, and NCAA policies and guidelines."

33. The May 20th letter also wrongly stated that Section 6 of the contract provided for a hearing if so desired.

34. Section 6 of the contract provides for arbitration. The contract clearly states, that where a Head Coach is terminated for cause, she may request a "hearing before a panel of arbitrators." (Section 6.2).

35. The arbitration panel is to consist of three members: "one person selected by the University, one by Head Coach, and a third person agreed upon by the nominees of the party." (Section 6.3)

36. On May 26, 2011, Plaintiff's attorney sent a letter describing the meeting, the termination, and the complete lack of communication on Defendant's part.

37. The letter also pointed out the Arbitration Clause in the Contract and formally requested arbitration instead of the hearing that Defendant referenced.

38. On June 27, 2011, Defendant improperly released confidential personnel records regarding Ms. Taylor to The Clarion Ledger.

39. These actions were in clear violation of University policies and statutory law. The most serious of the documents released was the May 20 letter concerning Defendant's intent to terminate Coach Taylor. This letter included the unfounded accusations made against her.

40. University policy clearly states that personnel files, which include disciplinary notices, are to be kept confidential.

41. Furthermore, personnel files are exempt from public examination under Mississippi's Public Records Act.

42. On June 29, 2011, Defendant wrongfully terminated Coach Taylor through a letter from Mr. Walker.

43. On June 30, 2011, Attorney Felicia Perkins sent the Notice of Claim pursuant to Mississippi Code Annotated § 11-46-11, a copy of which is attached hereto as Exhibit "F."

44. On July 8, 2011, Defendant sent notice of a hearing before the Staff Grievance Committee for Coach Taylor scheduled for July 20th. The letter did not mention arbitration and the format for the hearing did not follow what was agreed upon in the Contract.

45. On July 12, 2011, Attorney Perkins contacted JSU again, attempting to clarify whether the hearing was to take the place of the Arbitration agreed upon in the Contract.

46. Plaintiff's Attorney also requested documents from Defendant and Defendant responded stating the estimated cost for this production was \$15,083.24 and claimed some items were privileged. Plaintiff's Attorney responded and disagreed with

what the University labeled "privileged" and also with the excessive fee associated with the production.

47. Coach Taylor was denied Arbitration as required by the Contract. Instead, she had a hearing in front of a Staff Grievance Committee on August 30, 2011. The committee improperly and erroneously found that there were sufficient grounds to terminate Coach Taylor "with cause as defined in the JSU Staff Handbook." Coach Taylor was not given the Due Process required by her Contract. The denial of Arbitration clearly shows the Defendant's reckless disregard for policy and blatant refusal to abide by the Contract entered into with Coach Taylor.

48. Defendant discriminated against Coach Taylor in violation of Title IX and Title VII. Defendant then wrongfully terminated Coach Taylor in retaliation for her reporting said discrimination. Furthermore, Defendant breached both Contracts entered into with Coach Taylor. Defendant then made heinous and unwarranted allegations against Coach Taylor to cover up these discriminatory and retaliatory actions.

### **CAUSES OF ACTION**

#### **COUNT I. – VIOLATION OF TITLE VII – SEX DISCRIMINATION/RETALIATION**

49. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 48 above as if fully incorporated herein.

50. Defendant, acting by and through its agents and employees, has intentionally engaged in gender discrimination and retaliation made unlawful by Title VII.

51. The unlawful actions of the Defendant complained of above were intentional, malicious, and taken in reckless disregard for the statutory rights of the Plaintiff.

52. As direct and proximate result of Defendant's unlawful gender discrimination and retaliation, Coach Taylor suffered and continues to suffer lost earnings and benefits, emotional pain, suffering, professional and personal embarrassment, humiliation, loss of enjoyment of life, and inconvenience.

**COUNT II. – VIOLATION OF TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, 20 U.S.C. § 1681, et. seq. -- SEX DISCRIMINATION/RETALIATION**

53. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 52 above as if fully incorporated herein.

54. Defendant, acting by and through its agents and employees, has intentionally engaged in gender discrimination and retaliation made unlawful by Title IX.

55. As direct and proximate result of Defendant's unlawful gender discrimination and retaliation, Coach Taylor suffered and continues to suffer lost earnings and benefits, emotional pain, suffering, professional and personal embarrassment, humiliation, loss of enjoyment of life, and inconvenience.

**COUNT III. – BREACH OF CONTRACT**

56. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 55 above as if fully incorporated herein.

57. Defendant, acting by and through its agents and employees, did knowingly, willfully, and intentionally breach both employment contracts entered into with Coach Taylor.

58. Prior to Defendant's breach of contract, Coach Taylor complied with and performed all the conditions imposed upon her by the Contracts.

59. Through its wrongful termination of Coach Taylor, Defendant has completely failed to perform the obligations imposed upon it by the Contracts.

60. As direct and proximate result of Defendant's breach, Coach Taylor suffered and continues to suffer lost earnings and benefits, emotional pain, suffering, professional and personal embarrassment, humiliation, loss of enjoyment of life, and inconvenience.

**COUNT IV. – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

61. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 60 above as if fully incorporated herein.

62. Defendant, upon entering into the Contracts with Coach Taylor, undertook a separate duty of good faith and fair dealing in the performance of the Contracts with Coach Taylor, including duties of honesty and fairness in the observance of reasonable standards and to avoid deception of any kind in its performance of the Contracts with Coach Taylor.

63. Defendant breached its duty of good faith and fair dealing with Coach Taylor in the performance of its Contracts by discriminating against her under Title VII and Title IX, and wrongfully terminating her in retaliation for reporting the Title IX violations.

64. As direct and proximate result of Defendant's breach of the implied covenant of good faith and fair dealing, Coach Taylor suffered and continues to suffer

lost earnings and benefits, emotional pain, suffering, professional and personal embarrassment, humiliation, loss of enjoyment of life, and inconvenience.

### **COUNT VII. – INVASION OF PRIVACY**

65. Plaintiff re-alleges and incorporates all averments set forth in paragraphs 1 through 64 above as if fully incorporated herein.

66. Defendant, acting by and through its agents and employees, did knowingly, willfully, and intentionally release confidential documents in violation of both University policy and the Mississippi Public Records Act.

67. The release of these documents constitutes an invasion of Coach Taylor's privacy by the University.

68. As direct and proximate result of Defendant's invasion of privacy, Coach Taylor suffered and continues to suffer lost earnings and benefits, emotional pain, suffering, professional and personal embarrassment, humiliation, loss of enjoyment of life, and inconvenience.

### **PRAYER FOR RELIEF**

#### **WHEREFORE, PREMISES CONSIDERED, PLAINTIFF RESPECTFULLY**


**PRAYS** that the Court cause service to issue in this cause upon the Defendant and that this matter be set for trial. Upon trial by jury thereon, Plaintiff prays that the following relief be granted:

1. Judgment against JSU, for actual damages sustained by Coach Taylor as alleged herein;
2. Pre-judgment interest at the highest legal rate;
3. Post-judgment interest at the highest legal rate;

4. Back-Pay;
5. Reinstatement, or, in lieu of reinstatement, Front-Pay;
6. Compensatory Damages;
7. Damages for mental pain and mental anguish;
8. Declare that JSU's conduct is in violation of Title VII and Title IX;
9. Enforcement of both Contracts attached hereto as Exhibit C and Exhibit D;
10. Attorney's Fees
11. All costs of court expended herein; and
12. Such further relief as is deemed just and proper.

THIS the 24th day of January, 2012.

Respectfully submitted,  
DENISE TAYLOR-TRAVIS, PLAINTIFF

By:   
\_\_\_\_\_  
Louis H. Watson, Jr. (MB# 9053)  
Nick Norris (MB# 101574)  
Attorneys for Plaintiff

OF COUNSEL:

LOUIS H. WATSON, JR., P.A.  
628 North State Street  
Jackson, Mississippi 39202  
Telephone: (601) 968-0000  
Facsimile: (601) 968-0010  
Email: [louis@louiswatson.com](mailto:louis@louiswatson.com)  
Web: [www.louiswatson.com](http://www.louiswatson.com)  
[www.msemploymentlaw.com](http://www.msemploymentlaw.com)

# CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

FEPA  
 EEOC

423-2011-01313

and EEOC

State or Local Agency, if any

Name (indicate Mr., Ms., Mrs.)

**Mrs. Denise Taylor**

Home Phone (incl. Area Code)

(601) 259-5842

Date of Birth

09-11-1962

Street Address

City, State and ZIP Code

517 Windsor Drive, Brandon, MS 39047

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

**JACKSON STATE UNIVERSITY**

No. Employees, Members

Unknown

Phone No. (Include Area Code)

(601) 979-2015

Street Address

City, State and ZIP Code

1400 Lynch Street, Jackson, MS 39217

Name

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

RACE     COLOR     SEX     RELIGION     NATIONAL ORIGIN  
 RETALIATION     AGE     DISABILITY     GENETIC INFORMATION  
 OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE  
 Earliest                      Latest

04-08-2011                      06-30--2011

CONTINUING ACTION

THE PARTICULARS ARE (if additional paper is needed, attach extra sheet(s)):

I was employed at Jackson State University as the Head Women's Basketball Coach. During the course of my employment I have been treated disparately from male coaches and subjected to harassment, intimidation, and falsely accused because of Jackson State University's discriminatory practices.

I complained about unfair treatment as a female coach on or about March 31, 2011 to the president of Jackson State University. On April 8, 2011 I was suspended and subsequently discharged on June 30, 2011. I believe I have been discriminated against because of my Sex, Female and Retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended, Since:

A. Male coaches are not treated in the same or similar manner.

**RECEIVED**

JUL 07 2011

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - When necessary for State and Local Agency Requirements

**EEOC/JAN**

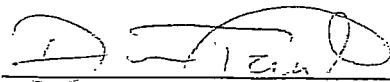
I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

Jul 07, 2011

Date



Charging Party Signature

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 (month, day, year)

STATE LEGAL®

EXHIBIT

**A**



U.S. Department of Justice  
Civil Rights Division  
NOTICE OF RIGHT TO SUE  
WITHIN 90 DAYS

CERTIFIED MAIL  
2013 4874

950 Pennsylvania Avenue, N.W.  
Karen Ferguson, EMP, PHB, Room 4239  
Washington, DC 20530

January 12, 2012

Mrs. Denise Taylor  
c/o Louis H. Watson, Jr., Esquire  
Louis H. Watson, Jr. Law Firm  
Attorneys at Law  
628 North State Street  
Jackson, MS 39202

Re: EEOC Charge Against Jackson State University  
No. 423201101313

Dear Mrs. Taylor:

Because you filed the above charge with the Equal Employment Opportunity Commission, and more than 180 days have elapsed since the date the Commission assumed jurisdiction over the charge, and no suit based thereon has been filed by this Department, and because you through your attorney have specifically requested this Notice, you are hereby notified that you have the right to institute a civil action under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, et seq., against the above-named respondent.

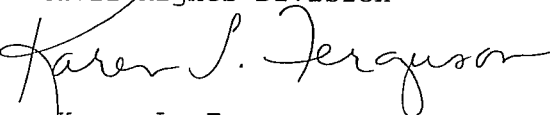
If you choose to commence a civil action, such suit must be filed in the appropriate Court within 90 days of your receipt of this Notice.

The investigative file pertaining to your case is located in the EEOC Jackson Area Office, Jackson, MS.

This Notice should not be taken to mean that the Department of Justice has made a judgment as to whether or not your case is meritorious.

Sincerely,

Thomas E. Perez  
Assistant Attorney General  
Civil Rights Division

by 

Karen L. Ferguson  
Supervisory Civil Rights Analyst  
Employment Litigation Section

cc: Jackson Area Office, EEOC  
Jackson State University

L-STATE LEGAL®

EXHIBIT

B

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is effective as of July 1, 2010, by and between Jackson State University, a Mississippi Institution of Higher Learning (hereinafter "University") and Denise Taylor (hereinafter "Head Coach") and it expressly supersedes the prior employment agreement between the parties.

WHEREAS, Head Coach currently serves, and University desires that head Coach should continue to serve, as the head coach for the University's women's basketball program.

NOW, THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto agree as follows:

- 1     **Employment.** University hereby employs Head Coach to perform such duties and services on behalf of University as may, from time to time, be required of her as head women's basketball coach.
  
- 2     **Performance.** Head Coach agrees to serve as head women's basketball coach for the term of this Agreement and to exercise her best judgment in prioritizing, coordinating, and executing the duties assigned herein. During the term of this Agreement, Head Coach agrees to devote her full time and attention and give her best efforts and skill exclusively to the duties required of her as University's head women's basketball coach. As head women's basketball coach for University, Head Coach shall report to and be under the immediate supervision of University's Director of Intercollegiate Athletics (the "Director"), his successor or his designee and shall regularly confer with the Director, his successor or his designee on matters involving the operation of the women's basketball program. Without limiting the generality of this Section 2, Head Coach's duties and responsibilities as the head women's basketball coach shall include, but not be limited to, the following:
  - 2.1     Coaching, administering, and recruiting the women's basketball team in a manner as to allow it to successfully compete in the Southwestern Athletic Conference (the "SWAC") and in NCAA play;
  
  - 2.2     Directing and assisting in the enforcement of and compliance with the academic policies established by the University and any of its authorized agents including monitoring and encouraging the regular progress of student-athletes on the women's basketball team toward a degree and the establishment and enforcement of disciplinary rules;
  
  - 2.3     Directing and monitoring compliance of the women's basketball program with all applicable governing policies, constitutions, bylaws, rules, and regulations of University, the SWAC, and the NCAA;



- 2.4 Reporting to the Director, his successor or his designee during her employment to advise and inform University about the women's basketball program, as necessary or appropriate, and when otherwise requested to so do;
- 2.5 Providing to University such fundraising, public relations, and similar services as may be reasonably requested by University;
- 2.6 Maintaining personal compliance as well as compliance of all other persons under her direct supervision, including coaches and student athletes, with the policies, rules and regulations of the National Collegiate Athletic Association, the SWAC, and such policies, rules and regulations concerning intercollegiate athletics, athletics personnel, and student athletes as may from time to time be promulgated by University;
- 2.7 Cooperating fully with any University, SWAC, or NCAA compliance investigation; and
- 2.8 All other duties as may be reasonably requested by University.

### **3 Term**

- 3.1 Term. This Agreement shall be for a term of three years, from July 1, 2010 through June 30, 2013 (the "Initial Term"), unless earlier terminated or automatically renewed as set forth herein.
- 3.2 Automatic Renewal. Provided that, during the Initial Term, the University's women's basketball team (a) wins the SWAC regular-season conference championship, or (b) wins the SWAC post-season tournament, this Agreement will automatically renew for a one-year term. Should Head Coach not want this Agreement to automatically renew, she shall notify University of her intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term. All other terms and conditions of this agreement shall continue in full force and effect during any and all renewal periods. The word "Term" shall mean the Initial Term and any renewal term.
- 3.3 Maximum Length. At no time should the Term of this Agreement exceed a maximum of three (3) years.
- 3.4 Subsequent Agreements. Not later than June 30, 2012, University agrees to inform Head Coach in writing whether it will negotiate to renew her contract or whether it will allow this Agreement to expire at the end of the Term.

### **4 Compensation**

- 4.1 Base Salary. For all services to be performed by Head Coach in her capacity as head women's basketball coach, University shall pay Head Coach a salary of

Ninety-One Thousand dollars (\$91,000) per annum, payable in twelve (12) equal monthly installments on the last day of each month during the Term.

4.2 Annual Increases to Base Salary. Head Coach's Base Salary may be increased from time to time upon review by the Director in an annual performance review and any such adjustment shall be effective upon the next payment date.

4.3 Achievement Payments. The following achievement payments shall be paid to Head Coach in the event Head Coach or the women's basketball team achieves any of the goals corresponding to the amounts indicated:

|  |  |
|--|--|
| SWAC Regular Season Championship or Co-Championship, SWAC Post-Season Tournament Championship; NCAA Tournament At-Large Invitation; AND/OR WNIT Invitation | 1 month additional salary (non-cumulative)         |
| Wins the WNIT Championship   | Five Thousand Dollars (\$5,000.00)                 |
| Each NCAA Tournament Victory   | 1 month additional salary                          |
| Wins the NCAA Championship   | Ten Thousand Dollars (\$10,000.00)                 |
| Team GPA between 2.75 and 2.79   | Two Hundred and Fifty Dollars (\$250.00)           |
| Team GPA greater than 2.80   | Seven Hundred and Fifty Dollars (\$750.00)         |
| Highest GPA among women's athletic team sports   | Five Hundred Dollars (\$500.00)                    |
| Regional Coach of the Year Honors  | One Thousand and Five Hundred Dollars (\$1,500.00) |
| National Coach of the Year Honors  | Five Thousand Dollars (\$5,000.00)                 |

Unless otherwise stated, it is the intent of the parties hereto that the amounts set forth in Section 4.3 shall be cumulative with any other section and each other. Example: If the women's basketball team wins the SWAC regular season championship and advances to the third round of the NCAA Tournament during the same season, Head Coach will receive three (3) months additional salary (assuming no other provisions of this Section 4.3 were applicable). Such payments shall be made no later than June 30 of the year in

which they were earned. Should Coach or University terminate this Agreement for any reason, University agrees to pay Coach for all bonuses earned within thirty (30) days of termination.

#### 4.4 Perquisites.

- (a) Fringe Benefits. University shall provide Head Coach with those benefits available to all regular University personnel in effort at the time this Agreement is entered into, or as thereafter amended or renewed. In the event of any conflict between this Agreement and the University's benefit program, the terms of this Agreement shall prevail.
- (b) Automobile. The Director shall, in good faith, use his best efforts in securing, on reasonable terms, one full-size automobile for Coach's use. The model of such automobile shall be at least middle of the line of the manufacturer, including applicable collision, bodily injury/property damage and comprehensive coverage on the vehicle, at no cost to Head Coach.
- (c) Laptop. University shall provide Head Coach with one (1) late model laptop computer for her use in furtherance of the duties as head women's basketball coach, as contemplated hereunder. Further, the University agrees to reimburse Head Coach for the cost of any necessary maintenance to said laptop.
- (d) Tickets. University shall provide four (4) tickets to each home women's basketball game at no cost to Head Coach for allocation at her discretion. University shall also provide Head Coach with no less than four (4) tickets to the SWAC women's basketball tournament games, and no less than four (4) tickets to any post-season women's basketball tournament games in which the women's basketball team participants, all at no cost to Head Coach. University shall also provide the women's basketball team no less than six (6) tickets to each home football game at no cost to Head Coach. Further, University agrees to provide one (1) parking pass for Head Coach's use at all home athletic events.
- (e) Expenses. University shall reimburse Head Coach for all travel and out-of-pocket expenses reasonably incurred by her and allowed by University policy for the purpose of and in connection with the performance of her duties under this Agreement and otherwise in furtherance of the University's interests and activities, including, but not limited to expenses incurred while recruiting or scouting potential women's basketball players.
- (f) Professional Development. University shall satisfy the reasonable expenses for the Head Coach and her then current assistant coaches to

attend the Women's Basketball Coaches Association annual convention each year of this Employment Agreement's Term unless funds are unavailable for such purposes. The University shall advise Head Coach if funds are unavailable for this purpose on or before February 1 of each contract year.

4.5 Collateral Income.

- (a) Basketball Camp(s). University shall make available to Coach the use of the University's facilities during the summer months, without charge, for two (2) consecutive weeks in each year, for the purpose of conducting summer basketball camps and clinics. University and Coach agree that Coach will receive all of the revenues earned in connection with any women's basketball camps or clinics held on University property. Such revenue includes, but is not limited to, registration fees, sponsorship fees, and merchandise sales. Rental fees of the Lee E. Williams Athletics and Assembly Center will be waived. Head Coach shall be responsible for paying all expenses attributable to the camp(s) or clinic(s) including, but not limited to, the cost of insurance, salaries of camp/clinic employees, and the set up and clean up of the facility. Head Coach and camp staff shall be solely responsible for the accounting and withholding of all federal and state income taxes and FICA taxes. Head Coach shall have no worse than second priority in choosing the dates during which the summer camps will be held.
- (b) Radio and/or Television Show. In the instance that the University reaches an agreement with a radio and/or television station for the production of a show in conjunction with the women's basketball program, Head Coach will conduct such a show to promote the good will of the University and publicize its programs. The University and Head Coach will each use their best efforts at that time to reach an agreement detailing compensation to Coach for her participation.
- (c) Professional Services. Subject to the requirement that Head Coach's duties to the institution remain primary, Head Coach is permitted to generate collateral income from endorsements, public appearances, public speeches and serving as an expert or color commentator for print, radio or television media.
- (d) Disclosure of Outside Income. Head Coach shall report annually to the Chief Executive Officer of University, through the Director, on or before June 30th of each year, all athletically related income earned from sources outside the University.

## 5 Termination

- 5.1 Termination Without Cause. University may terminate this Agreement, without cause, upon written notice to Head Coach. In the event that Head Coach's employment is terminated without cause, University shall pay Head Coach or her estate, heirs, and beneficiaries, as liquidated damages, the remaining amount owed to Head Coach under Section 4 (Compensation) for the balance of the contract period in twelve equal monthly installments.
- 5.2 Termination for Cause.
- (a) University may, for cause, terminate Head Coach's employment at any time upon written notice to Head Coach. If such termination is for cause, University shall be obligated to pay Head Coach all amounts owing up to the date of termination only. Head Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Health insurance and life insurance, however, shall continue in full force and effect at University's expense for ninety (90) days after the date of termination. Additionally, Head Coach shall be eligible to purchase continued health insurance pursuant to COBRA for the period of time specified by COBRA at the time of termination.
  - (b) For purposes of this agreement, "cause" shall mean:
    - (i) deliberate, serious and willful violations of Head Coach's duties defined in the Agreement or refusal or unwillingness to perform such duties in good faith; or
    - (ii) any conduct of Head Coach in violation of an applicable criminal statute; or
    - (iii) knowingly committing or condoning a major violation or a pattern of uncorrected secondary violations of NCAA rules and/or conference rules.
- 5.3 Termination for Death or Disability. In the event of either Head Coach's death or disability during the term hereof, this Agreement shall be terminated under the following conditions:
- (a) Head Coach's death shall immediately terminate this Agreement and Head Coach's legal representative shall be entitled to receive Head Coach's salary pursuant to Section 4 (Compensation), on the dates payments would have otherwise been made to Head Coach for a period of one (1) month from the date of her death. All other benefits and payments pursuant to the provisions of this contract shall terminate upon her death.

- (b) If a physician mutually agreed to by the parties determines that Head Coach's mental or physical incapacity precludes her from performing her duties herein and such condition shall continue for a period of more than 120 days, University shall have the right, upon fifteen (15) days written notice to Head Coach or her legal representative, to terminate Head Coach's employment, and University shall be obligated to pay Head Coach compensation under Section 4 (Compensation) and other payments due and owing under this Agreement prior to her incapacity for a period of six (6) months commencing with the date of her incapacity.

5.4 Termination by Head Coach. In the event Head Coach should terminate this Agreement, for whatever reason, University shall be obligated in that event to pay Head Coach all amounts owed to Head Coach under this Agreement up to the date of termination only. Head Coach shall not be entitled to receive any other benefits or payments that become due after the date of termination except as expressly provided elsewhere in this Agreement. Termination by Head Coach may be initiated by providing the Director written notice of termination or resignation or by making a public announcement of acceptance of employment with any organization other than the University.

**6 Procedures for Suspension or Termination by University.** Where Head Coach is suspended without pay or terminated for "cause" as stipulated under paragraph 5.2 above, the following procedures will apply:

- 6.1 Head Coach will receive written notice of the contemplated termination including a statement of the reasons for the action being recommended.
- 6.2 Within seven (7) calendar days of receiving the written statement, Head Coach may request a hearing before a panel of arbitrators. With respect to alleged violations of Section 5.2, the issue(s) for determination shall be whether the violation occurred, with the University bearing the burden of proof by preponderance of the evidence. With respect to the alleged violation of subsection 5.2(b)(iii), the issue(s) for determination shall be whether the University can demonstrate by clear and convincing evidence it had reasonable grounds to believe it would be subject to the specified sanctions from the NCAA or SWAC.
- 6.3 The arbitration panel shall consist of three members, one person selected by the University, one by Head Coach, and a third person agreed upon by the nominees of the parties. In the event the parties are unable to agree upon a third arbitrator within fourteen (14) days, the parties shall request a list of ten (10) arbitrators from the American Arbitration Association selected for their experience in resolving similar disputes. The parties will select an arbitrator from the list by the "strikedown" method, with Head Coach having the first and last strike. The University will bear all costs of the arbitration, except those relating to the nominee of Head Coach's counsel, if any for Head Coach in defending the action.

6.4 The panel shall render a decision within twenty (20) working days following the close of the proceedings. The proceedings conducted by the panel shall be under such terms and conditions as the panel determines, consistent with the procedures of the American Arbitration Association. The panel's decision shall be submitted to both parties within twenty (20) days of the close of evidence and briefs which, within the discretion of the panel, are allowed. The decision of the panel shall be final and binding upon the parties.

## 7 Miscellaneous

7.1 Governing Law. This Agreement shall be governed by the law of the State of Mississippi.

7.2 Severability. It is understood and agreed by the parties hereto that if any part, term or provision of this Employment Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

7.3 Amendments, Modifications and Extensions. In order to be enforceable, any amendments, modifications, or extensions to this Agreement must be in writing and signed by all parties hereto.

7.4 Waiver. Waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

7.5 Assignment. This Agreement is not assignable, but shall be binding upon the parties hereto and their respective heirs, personal representatives, and successors

7.6 Notices. Any notice or other communication hereunder will be in writing, sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed provided, if, (a) mailed, when deposited, postage prepaid, in the United States mail, (b) sent by overnight courier, one business day after delivery to such courier, and (c) sent by confirmed facsimile. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

To the University:

Robert Braddy  
Director of Athletics  
Jackson State University  
Department of Athletics  
1400 J R Lynch Street  
P.O. Box 17810  
Jackson, MS 39217-0280

With a copy to: Dr. Ronald Mason Jr.  
President  
Office of the President  
1400 John R. Lynch St.  
Administration Tower  
Jackson, MS 39217-0280

To Head Coach: Denise Taylor  
Head Women's Basketball Coach  
Department of Athletics  
1400 J R Lynch Street  
P.O. Box 17810  
Jackson, MS 39217-0280

With a copy to: Robert H. Lattinville  
Stinson Morrison Hecker LLP  
168 North Meramec Avenue, Suite 400  
St. Louis, Missouri 63105  
Facsimile: (314) 259-4474

- 7.7 Effective Date. This Agreement and its terms and provisions shall be effective as of July 1, 2010.
- 7.8 University Approval. This Agreement shall not be binding upon University until it is signed by the Director and approved by the President of the University.
- 7.9 Entire Agreement. This Agreement represents the entire agreement between the University and Head Coach. This Agreement supersedes any and all prior and contemporaneous oral and written agreements.

The parties hereto have signed this Agreement on the dates noted below.

\_\_\_\_\_  
Name: Denise Taylor  
Title: Head Coach

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Robert L. Braddy, Sr.  
Title: Athletic Director

\_\_\_\_\_  
Date

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Name: Dr. Ronald Mason, Jr.  
Title: President

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Date

# Employment Contract

## Board of Trustees of State Institutions of Higher Learning

This Employment Contract is made and entered into by and between The Board of Trustees of State Institutions of Higher Learning of the State of Mississippi, hereinafter called the Board, and Denise Taylor, hereinafter called the Employee.

The Employee is hereby employed as

Head Basketball ~~Coach~~ Coach for the University's Women's Basketball Program

at Jackson State University, herein called the **University**, for the period beginning July 1, 2010 and ending on June 30, 2013,

at and for the sum of \$ 91,000.00, payable in 12 monthly installments starting at the close of the months of July through June, inclusive.

This employment contract is subject to the following terms and conditions:

1. The laws of the State of Mississippi and the policies and by-laws of the **Board**.
2. **The Board** reserves the right to increase or decrease said monthly salary at any time during the life of this contract. Any decrease shall be made only when and if necessary to keep expenditures of **the University** within that part of the legislative appropriation allotted to **the University** for the period covered by this contract and shall be effective only from and after the date of the passage of an order by **the Board**.
3. **The Board** shall have the authority to terminate this contract at any time for the following:
  - a. Financial exigencies as declared by **the Board**;
  - b. Termination or reduction of programs, academic, or administrative units as approved by **the Board**;
  - c. Malfeasance, inefficiency, or contumacious conduct;
  - d. For cause.
4. In the event **the Employee** abrogates this contract for his/her convenience, **the Board** shall then fix the time and conditions of termination.
5. Special Provisions:
  - None
  - Attached Clause(s) Employment Contract and Addendum- ATH-2(NCAA Violation and Change of Duties)

In witness whereof, the parties hereto have executed this Employment Contract on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[Signature]  
(EMPLOYEE SIGNATURE)

[Signature]  
(FOR THE BOARD)



# Employment Contract

## Attached Clause (Codes must be listed on face of contract.)

**Athletics**

**Code: ATH-2**

### **(NCAA Violation and Change of Duties)**

The **Employee** acknowledges that involvement in a deliberate and serious violation of any law, regulation, rule, by-law, policy or constitutional provision of the State of Mississippi, **the Board**, the NCAA, conference or any other governing authority may result in suspension without pay and/or termination of this contract. In addition, **the University** specifically reserves the right to assign duties, to transfer, reassign, or otherwise change the duties of **the Employee** during the term of this contract.

For the purposes of this agreement an ~~x~~ NCAA violation shall include failure to meet NCAA standards with respect to the Academic Progress Rate (APR). The **Employee** shall promote an environment which is conducive to student athletic academic achievement, as measured by academic eligibility, retention, and graduation, and which is monitored by the NCAA via the APR. Failure to meet NCAA goals may result in suspension without pay and/or termination of this contract.

From: Denise Taylor <dcoachdt5@aol.com>  
To: Robert Lattinville <BLattinville@stinson.com>  
Subject: Fwd: Denise Taylor - Head Basketball Coach-URGENT  
Date: Fri, Apr 8, 2011 2:32 pm

Sent from my iPhone

Begin forwarded message:

**From:** Denise Taylor  
**Date:** March 30, 2011 5:08:18 PM CDT  
**To:** carolyn.meyers@jsums.edu  
**Subject:** Denise Taylor - Head Basketball Coach-URGENT

Hello Dr. Myers,

I would like to request a meeting with you regarding unfair treatment. I have met with Ms. Swinney and Mr. Walker expressing my concerns several times today.

I really do not want to take the next step in filing a Title IX gender equity complaint.

I have been committed to Jackson State University for 10 years now. I am honored for this opportunity as Head Women's Basketball Coach and will continue to work diligently to recruit quality student athletes that will graduate.

I hope that your concern about this situation will make it possible for you to resolve it without any further action on my part.

Thank you in advance for your prompt attention to this matter.



*Law Office of Felecia Perkins, P.A.*

*P. O. Box 21*

*Jackson, Mississippi 39205-0021*

Telephone: (601) 352-5053 • Facsimile: (601) 355-0173

FELECIA PERKINS

felecia@feleciaperkins.com

JESSICA AYERS

jessica@feleciaperkins.com



Deliveries Only

170 E. Griffith, Suite 178-B  
Jackson, Mississippi 39201

June 30, 2011

VIA FACSIMILE AND U.S. MAIL

Dr. Carolyn Meyers, President  
Jackson State University  
1400 John R. Lynch Street  
Administration Tower  
Jackson, Mississippi 39217

Regina R. Quinn, Esq.  
Jackson State University  
P.O. Box 17239  
Jackson, Mississippi 39217

Sandra Sellers  
Jackson State University  
P.O. Box 17028  
Jackson, Mississippi 39217

Re: Coach Denise Taylor  
517 Windsor Drive  
Brandon, MS 39047

Dear Correspondents:

Please regard this correspondence as Denise Taylor-Travis' notice of claim pursuant to Mississippi Code Annotated § 11-46-11. You may expect a forthcoming lawsuit for wrongful termination, breach of contract, negligence, intentional infliction of emotional distress, invasion of privacy as well as various federal claims.

**1. The residence of the person making the claim at the time of the injury and at the time of filing the notice:**

This notice of claim is being filed on behalf of Denise Taylor-Travis. At the time of the injury and at the time of filing this notice, Ms. Taylor-Travis resided at 517 Windsor Drive, Brandon, Rankin County, Mississippi 39047.

**2. Facts upon which the claim is based, including the circumstances which brought about the injury:**

On April 8, 2011, Jackson State University placed Ms. Taylor-Travis on administrative leave with pay in clear violation of her employment contract and University policies. On May 13, 2011, Jackson State University offered Ms. Taylor-Travis either the option to resign as the head coach of the women's basketball team or expect immediate termination for cause. Shortly thereafter, on May 20<sup>th</sup>, the University notified Ms. Taylor-Travis via letter of its intention to terminate for cause. Both the May 13<sup>th</sup> and May 20<sup>th</sup> communications represent a blatant disregard for Ms. Taylor-Travis' employment agreement as well as established University policies.

On June 27, 2011, the University released confidential personnel records regarding Ms. Tay

STATE LEGAL®

EXHIBIT

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Page 2  
Dr. Carolyn Meyers  
June 30, 2011

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the Clarion Ledger in clear violation of University policies and statutory law. Specifically, the University released its May 20, 2011 letter concerning its intent to terminate Ms. Taylor-Travis' employment and accusing her of criminal activity and sexual stereotyping, among further damaging accusations. Pursuant to University policy, personnel files, which include disciplinary notices, are to be kept confidential. Further, personnel files are exempt from public examination under Mississippi's Public Records Act. The University's release of such confidential and privileged information again captures the University's disregard for not only established policy but well settled law.

**3. The extent of the injury:**

Ms. Taylor has suffered and continues to suffer from emotional distress, economic loss, and other resulting injuries as a proximate consequence of the University's blatant disregard for both Ms. Taylor's employment contract and established University policy.

**4. The time and place the injury occurred:**

The injury in question first began April 8, 2011, in Hinds County, Mississippi. Further injury will result assuming the University continues to disregard internal policy as well as Ms. Taylor's employment contract.

**5. The names of all persons known to be involved:**

Those known to be involved include: Dr. Carolyn Meyers, Robert Walker, Sandra Sellers, any and all attendees of the May 13, 2011 conference, and others whose names are not specifically known to the claimant or her attorney at present.

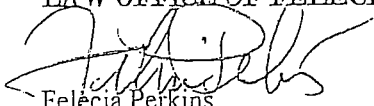
**6. Amount of money damages sought:**

Statutory amount plus any other damages allowed under the law.

You are notified that Ms. Taylor shall proceed in an action at law after the expiration of the waiting period to recover damages based upon the facts and circumstances stated, as well as other facts as the same become available.

Very truly yours,

LAW OFFICE OF FELECIA PERKINS, P.A.

  
Felecia Perkins

cc: Denise Taylor-Travis