

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.1.**      **Northwestern State University's request for approval of a contract with Mr. Sean Kiracofe, Head Women's Volleyball Coach, effective March 1, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2021, the Coach's salary is \$59,000 for the first year, and increases by \$1,000 each year, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach supplemental incentive compensation as follows for promotional activities for the Foundation:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- Coach will also have use of a vehicle provided by an automobile dealership as arranged by the Foundation. If a vehicle is not available, a car stipend of \$500 will be provided.
- Coach will receive \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in the NCAA Tournament.
- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's volleyball team in NCAA postseason competition as follows:
  - Coach will receive \$2,500 should his team win a first-round match in the NCAA Tournament;
  - Coach will receive \$5,000 should his team advance from a first-round regional to the "Sweet 16" in the NCAA Tournament;
  - Coach will receive \$7,500 should his team advance to the Elite Eight in the NCAA Tournament;
  - Coach will receive \$10,000 should his team advance to the Final Four in the NCAA Tournament;
  - Coach will receive \$15,000 for winning the NCAA Tournament.
- Coach shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference or Louisiana Coach of the Year."

- Coach is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned for the first two years of the contract and 50% for the third year in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages on the following basis:

- If after March 1, 2018 but before February 28, 2019 - \$5,000;
- If after March 1, 2019 but before February 28, 2020 - \$5,000;
- If after March 1, 2020, no buyout.

The University and the Foundation have combined this agreement into one joint employment agreement.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Sean Kiracofe, Head Women's Volleyball Coach, effective March 1, 2018.***



F 1

January 29, 2018

Dr. Jim Henderson, President  
University of Louisiana System  
1201 North Third St., Suite 7-300  
Baton Rouge, LA 70802

Re: Head Women's Volleyball Coach Contract Extension - Sean Kiracofe

Dear Dr. Henderson:

Northwestern State University is submitting the attached *Head Women's Volleyball Coach Contract Extension - Sean Kiracofe* to be placed on the agenda for the February 2018 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio  
President

JBH/pc

Attachment

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for SEAN KIRACOFÉ**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

THIS AGREEMENT, made and entered into as of this 22<sup>nd</sup> day of February, 2018, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Sean Kiracofe, Head Women's Volleyball Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

WHEREAS, the University requires the services of a Head Women's Volleyball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Sean Kiracofe as Head Women's Volleyball Coach at Northwestern State University, and Sean Kiracofe does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Volleyball Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period March 1, 2018 to February 28, 2021, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**3. UNIVERSITY SALARY**

The University shall pay the Head Coach an annual salary payable in 26 equal installments as follows:

First Year of Contract

Fifty-nine Thousand (\$59,000) Dollars payable in 26 equal installments:

Second Year of Contract

Sixty Thousand (\$60,000) Dollars payable in 26 equal installments:

Third Year of Contract

Sixty-one (\$61,000) Dollars payable in 26 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

**4. EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

**5. CAMPS AND CLINICS**

5.1 Coach Kiracofe may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into Coach Kiracofe's university camp budget. After all expenses are met, Coach Kiracofe may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university women's volleyball operating budget, or a combination of the three, at his discretion.
- b. Camps operated through the university camp budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of Coach Kiracofe's job description related to promoting the University and the athletic department; thus, Coach Kiracofe will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Kiracofe's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

## 5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

## 6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Kiracofe will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach Kiracofe separately for his appearances and

## NSU Women's Volleyball Coach Contract

Sean Kiracofe

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promotional activities in support of its fundraising and marketing efforts. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, a monthly salary supplement of \$500 per month will be provided on an as funds available basis.
- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- COACH will receive \$2,000 for promotional appearances in the event he wins the conference regular season or tournament championship (not both) *or* if his team is selected to play in the NCAA Tournament.
- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's volleyball team in NCAA Tournament competition as follows. All additional payments are cumulative:
  - Coach will receive \$2,500 should his team win a first-round match in the NCAA Tournament;
  - Coach will receive \$5,000 should his team advance from a first-round regional to the "Sweet 16" in the NCAA Tournament;
  - Coach will receive \$7,500 should his team advance to the Elite Eight in the NCAA Tournament;
  - Coach will receive \$10,000 should his team advance to the Final four of the NCAA Tournament;
  - COACH will receive \$15,000 for winning the NCAA Tournament.
- COACH shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference or Louisiana Coach of the Year (not both)."
- COACH is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

## 7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no

responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

## 8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

## 9. TERMINATION

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that he would have earned for the first two years of this contract extension and 50% for the third year of the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Kiracofe terminates the Contract without cause, Coach Kiracofe would be liable to the University for liquidated damages in the following manner:

- If after March 1, 2018 but before February 28, 2019 – Five-Thousand (\$5,000) Dollars
- If after March 1, 2019 but before February 28, 2020 – Five-Thousand (\$5,000) Dollars
- If after March 1, 2020 – No Buyout

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

**Termination For Cause:** Should Coach's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross



disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

**Termination for Financial Exigency:** Coach may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

#### 10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

#### 11. **UNIVERSITY FUNDRAISING**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

#### 12. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. **SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

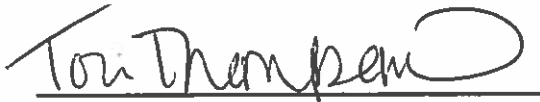
14. **FORCE MAJEURE**

Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

**WITNESSES:**

  
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**NORTHWESTERN STATE UNIVERSITY**

  
BY \_\_\_\_\_  
SEAN KIRACOFE, Head Coach

  
BY \_\_\_\_\_  
GREGORY S. BURKE, Director of Athletics

  
BY \_\_\_\_\_  
KENNY KNOTTS, President  
Demons Unlimited Foundation

  
BY \_\_\_\_\_  
DR. CHRIS MAGGIO, President  
Northwestern State University

BY \_\_\_\_\_  
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.2.**      **Northwestern State University's request for approval of a contract with Mr. Brad Laird, Head Men's Football Coach, effective November 20, 2017.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2021, the Coach's salary for each year is \$140,000, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach supplemental incentive compensation as follows for promotional activities for the Foundation:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- Coach will also have use of a vehicle provided by an automobile dealership as arranged by the Foundation. If a vehicle is not available, a car stipend of \$500 will be provided.
- Annual \$3,000 stipend for participating in pre-game and post-game radio interviews.
- Coach will receive \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in the NCAA Football Championship Subdivision (FCS) playoffs.
- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the football team in NCAA postseason competition as follows:
  - Coach will receive \$2,500 for each game his NSU team wins in the opening, first, or second round in the FCS playoffs;
  - Coach will receive \$5,000 should his team advance to the FCS playoff semi-finals;
  - Coach will receive \$10,000 should his team advance to the FCS national championship; and
  - Coach will receive \$20,000 should his team win the FCS national championship.

- Coach shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference *or* Louisiana Coach of the Year."
- Coach is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages on the following basis:

- If after November 20, 2017 but before February 28, 2019 - \$70,000;
- If after March 1, 2019 but before February 28, 2020 - \$50,000;
- If after March 1, 2020 but before February 28, 2021 - \$25,000.

The University and the Foundation have combined this agreement into one joint employment agreement.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Brad Laird, Head Men's Football Coach, effective November 20, 2017.***



F 2

January 29, 2018

Dr. Jim Henderson, President  
University of Louisiana System  
1201 North Third St., Suite 7-300  
Baton Rouge, LA 70802

Re: Head Football Coach Contract - Brad Laird

Dear Dr. Henderson:

Northwestern State University is submitting the attached contract for *Head Football Coach - Brad Laird* to be placed on the agenda for the February 2018 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio  
President

Attachment

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for BRAD LAIRD**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHE**

THIS AGREEMENT, made and entered into as of this 22<sup>nd</sup> day of February, 2018, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Brad Laird, Head Football Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

WHEREAS, the University requires the services of a Head Football Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Brad Laird as Head Football Coach at Northwestern State University, and Brad Laird does hereby accept said employment and agrees to perform all those services pertaining to Head Football Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period November 20, 2017 to February 28, 2021, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Head Coach an annual salary payable in 26 equal installments as follows:

First Year of Contract

One-hundred Forty Thousand (\$140,000) Dollars payable in 26 equal installments:

Second Year of Contract

One-hundred Forty Thousand (\$140,000) Dollars payable in 26 equal installments:

Third Year of Contract

One-hundred Forty (\$140,000) Dollars payable in 26 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. **EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

- 5.1 Coach Laird may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.
  - a. All revenues from university camps/clinics will be deposited into Coach Laird's university camp budget. After all expenses are met, Coach Laird may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university football operating budget, or a combination of the three, at his discretion.
  - b. Camps operated through the university camp budget will not be subject to facility fees.
  - c. Conducting camps and clinics is considered a part of Coach Laird's job description related to promoting the University and the athletic department; thus, Coach Laird will not be required to take leave while conducting camps run through the University camp budget.
  - d. Coach Laird's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
  - e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.



## 5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

## 6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Laird will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach Laird separately for his appearances and promotional

activities in support of its fundraising and marketing efforts. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, a monthly salary supplement of \$500 will be provided.
- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- COACH will receive an annual \$3,000 stipend for participating in pre- and post-game radio interviews on an as funds available basis.
- COACH will receive \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in the NCAA Football Championship Subdivision (FCS) playoffs.
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  - Coach will receive \$2,500 for each game his NSU team wins in the opening, first, or second round of the FCS playoffs;
  - Coach will receive \$5,000 should his team advance to the FCS playoff semi-finals;
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  - COACH will receive \$20,000 should his team win the FCS national championship.
- COACH shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference or Louisiana Coach of the Year (not both)."
- COACH is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

## 7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

**8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in it manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

**9. TERMINATION**

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Laird terminates the Contract without cause, Coach Laird would be liable to the University for liquidated damages in the following manner:

- If after November 20, 2017 but before February 28, 2019 – Seventy-Thousand (\$70,000) Dollars
- If after March 1, 2019 but before February 28, 2020 – Fifty-Thousand (\$50,000) Dollars
- If after March 1, 2020 but before February 28, 2021 – Twenty-five Thousand (\$25,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

**Termination For Cause:** Should Coach's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

**Termination for Financial Exigency:** Coach may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

#### 10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

#### 11. **UNIVERSITY FUNDRAISING**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

#### 12. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

#### 13. **SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**14. FORCE MAJEURE**

Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

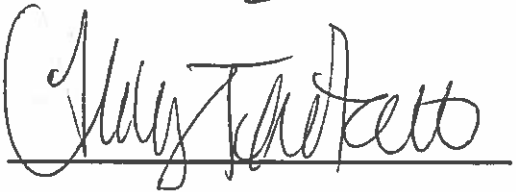
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

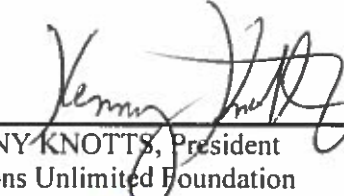
  
\_\_\_\_\_

BY   
\_\_\_\_\_  
BRAD LAIRD, Head Coach


  
\_\_\_\_\_

BY   
\_\_\_\_\_  
GREGORY S. BURKE, Director of Athletics

  
\_\_\_\_\_

BY   
\_\_\_\_\_  
KENNY KNOTTS, President  
Demons Unlimited Foundation

  
\_\_\_\_\_

BY   
\_\_\_\_\_  
DR. CHRIS MAGGIO, President  
Northwestern State University

\_\_\_\_\_

BY \_\_\_\_\_  
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.3.**      **Northwestern State University's request for approval of a contract with Ms. Anna Jobe, Co-Head Women's Soccer Coach, effective January 8, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2021, the Coach's salary is \$36,000 per year, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach supplemental incentive compensation as follows for promotional activities for the Foundation:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- Coach will receive \$2,000 for promotional appearances in the event she wins the regular season conference championship *or* if her team is selected to play in the NCAA Tournament.
- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's soccer team in NCAA postseason competition as follows:
  - Coach will receive \$2,500 should her team win a first-round game in the NCAA Tournament;
  - Coach will receive \$5,000 should her team advance from a first-round regional to the "Sweet 16" in the NCAA Tournament;
  - Coach will receive \$7,500 should her team advance to the Elite Eight in the NCAA Tournament;
  - Coach will receive \$10,000 should her team advance to the Final Four in the NCAA Tournament;
  - Coach will receive \$15,000 for winning the NCAA Tournament/NIT.
- Coach shall receive \$1,500 for promotional and/or appearances should she be selected as "Southland Conference or Louisiana Coach of the Year."
- Coach is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that she would have earned for the first two years of the contract and 50% for the third year in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages on the following basis:

- If after January 8, 2018 but before February 28, 2019 - \$15,000;
- If after March 1, 2019 but before February 28, 2020 - \$10,000;
- If after March 1, 2020 but before February 28, 2021 - \$5,000.

The University and the Foundation have combined this agreement into one joint employment agreement.

#### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Ms. Anna Jobe, Co-Head Women's Soccer Coach, effective January 8, 2018.





F 3

January 29, 2018

**Dr. Jim Henderson, President**  
**University of Louisiana System**  
**1201 North Third St., Suite 7-300**  
**Baton Rouge, LA 70802**

**Re: Co-Head Women's Soccer Coach Contract - Anna Jobe**

Dear Dr. Henderson:

Northwestern State University is submitting the attached contract for *Co-Head Women's Soccer Coach - Anna Jobe* to be placed on the agenda for the February 2018 Board meeting.

Thank you for your consideration of this request.

Sincerely,

**Dr. Chris Maggio**  
**President**

Attachment

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for ANNA JOBE**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

THIS AGREEMENT, made and entered into as of this 8th day of January, 2018, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Anna Jobe, Co-Head Women's Soccer Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

WHEREAS, the University requires the services of a Co-Head Women's Soccer Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Anna Jobe as Co-Head Women's Soccer Coach at Northwestern State University, and Anna Jobe does hereby accept said employment and agrees to perform all those services pertaining to Co-Head Women's Soccer Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period January 8, 2018 to February 28, 2021, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**3. UNIVERSITY SALARY**

The University shall pay the Co-Head Coach an annual salary payable in 26 equal installments as follows:

First Year of Contract

Thirty-Six Thousand (\$36,000) Dollars payable in 26 equal installments:

Second Year of Contract

Thirty-Six Thousand (\$36,000) Dollars payable in 26 equal installments:

Third Year of Contract

Thirty-Six Thousand (\$36,000) Dollars payable in 26 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

**4. EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

**5. CAMPS AND CLINICS**

- 5.1 Coach Jobe may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.
  - a. All revenues from university camps/clinics will be deposited into Coach Jobe's university camp budget. After all expenses are met, Coach Jobe may be compensated up to the amount of surplus remaining in the account, or use the profits to pay her co-head coach, supplement her university women's soccer operating budget, or a combination of the three, at her discretion.
  - b. Camps operated through the university camp budget will not be subject to facility fees.
  - c. Conducting camps and clinics is considered a part of Coach Jobe's job description related to promoting the University and the athletic department; thus, Coach Jobe will not be required to take leave while conducting camps run through the University camp budget.
  - d. Coach Jobe's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
  - e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

## 5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for herself in her private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

## 6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Jobe will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach Jobe separately for her appearances and promotional

activities in support of its fundraising and marketing efforts. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- COACH will receive \$2,000 for promotional appearances in the event she wins the conference regular season or tournament championship (not both) *or* if her team is selected to play in the NCAA Tournament.
- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's soccer team in NCAA Tournament competition as follows. All additional payments are cumulative:
  - COACH will receive \$2,500 should her team win a first-round game in the NCAA Tournament;
  - COACH will receive \$5,000 should her team advance from a first-round regional to the "Sweet 16" in the NCAA Tournament;
  - COACH will receive \$7,500 should her team advance to the Elite Eight in the NCAA Tournament;
  - COACH will receive \$10,000 should her team advance to the Final four of the NCAA Tournament;
  - COACH will receive \$15,000 for winning the NCAA Tournament/NIT.
- COACH shall receive \$1,500 for promotional and/or appearances should she be selected as "Southland Conference or Louisiana Coach of the Year."
- COACH is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

## **7. OUTSIDE INCOME**

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of her University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

**8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances she shall at all times conduct herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

**9. TERMINATION**

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that she would have earned in the first two years of the contract and 50% for the third year of the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Jobe terminates the Contract without cause, Coach Jobe would be liable to the University for liquidated damages in the following manner:

- If after January 8, 2018 but before February 28, 2019 – Fifteen Thousand (\$15,000) Dollars
- If after March 1, 2019 but before February 28, 2020 – Ten-Thousand (\$10,000) Dollars
- If after March 1, 2020 but before February 28, 2021 – Five-Thousand (\$5,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

**Termination For Cause:** Should Coach's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.

- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

**Termination for Financial Exigency:** Coach may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

#### 10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

#### 11. **UNIVERSITY FUNDRAISING**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

#### 12. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

#### 13. **SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**14. FORCE MAJEURE**

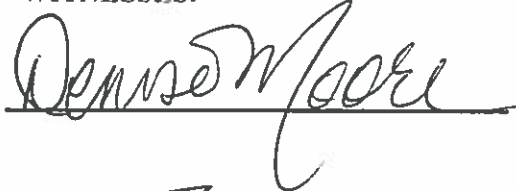
Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.



IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

NORTHWESTERN STATE UNIVERSITY


  
\_\_\_\_\_

BY   
ANNA JOBE, Co-Head Coach

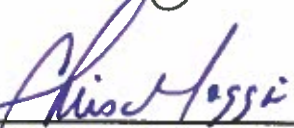
  
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BY   
GREGORY S. BURKE, Director of Athletics

  
\_\_\_\_\_

BY   
KENNY KNOTTS, President  
Demons Unlimited Foundation

  
\_\_\_\_\_

BY   
DR. CHRIS MAGGIO, President  
Northwestern State University

\_\_\_\_\_

BY \_\_\_\_\_  
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.4.**      **Northwestern State University's** request for approval of a contract with Mr. Jess Jobe, Co-Head Women's Soccer Coach, effective January 8, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2021, the Coach's salary is \$58,000 per year, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach supplemental incentive compensation as follows for promotional activities for the Foundation:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate value of \$1,000.
- Coach will also have use of a vehicle provided by an automobile dealership as arranged by the Foundation. If a vehicle is not available, a car stipend of \$500 will be provided.
- Coach will receive \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in the NCAA Tournament.
- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's soccer team in NCAA postseason competition as follows:
  - Coach will receive \$2,500 should his team win a first-round game in the NCAA Tournament;
  - Coach will receive \$5,000 should his team advance from a first-round regional to the "Sweet 16" in the NCAA Tournament;
  - Coach will receive \$7,500 should his team advance to the Elite Eight in the NCAA Tournament;
  - Coach will receive \$10,000 should his team advance to the Final Four in the NCAA Tournament;
  - Coach will receive \$15,000 for winning the NCAA Tournament/NIT.
- Coach shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference or Louisiana Coach of the Year."

- Coach is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned for the first two years of the contract and 50% for the third year in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages on the following basis:

- If after January 8, 2018 but before February 28, 2019 - \$30,000;
- If after March 1, 2019 but before February 28, 2020 - \$20,000;
- If after March 1, 2020 but before February 28, 2021 - \$10,000.

The University and the Foundation have combined this agreement into one joint employment agreement.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Jess Jobe, Co-Head Women's Soccer Coach, effective January 8, 2018.***



F 4

January 29, 2018

Dr. Jim Henderson, President  
University of Louisiana System  
1201 North Third St., Suite 7-300  
Baton Rouge, LA 70802

Re: Co-Head Women's Soccer Coach Contract - Jess Jobe

Dear Dr. Henderson:

Northwestern State University is submitting the attached contract for *Co-Head Women's Soccer Coach - Jess Jobe* to be placed on the agenda for the February 2018 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio  
President

Attachment

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for JESS JOBE**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHE**

THIS AGREEMENT, made and entered into as of this 8th day of January, 2018, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Jess Jobe, Co-Head Women's Soccer Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

WHEREAS, the University requires the services of a Co-Head Women's Soccer Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Jess Jobe as Co-Head Women's Soccer Coach at Northwestern State University, and Jess Jobe does hereby accept said employment and agrees to perform all those services pertaining to Co-Head Women's Soccer Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period January 8, 2018 to February 28, 2021, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**3. UNIVERSITY SALARY**

The University shall pay the Co-Head Coach an annual salary payable in 26 equal installments as follows:

First Year of Contract

Fifty-eight Thousand (\$58,000) Dollars payable in 26 equal installments:

Second Year of Contract

Fifty-eight Thousand (\$58,000) Dollars payable in 26 equal installments:

Third Year of Contract

Fifty-eight Thousand (\$58,000) Dollars payable in 26 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

**4. EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

**5. CAMPS AND CLINICS**

- 5.1 Coach Jobe may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.
  - a. All revenues from university camps/clinics will be deposited into Coach Jobe's university camp budget. After all expenses are met, Coach Jobe may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his co-head coach, supplement his university women's soccer operating budget, or a combination of the three, at his discretion.
  - b. Camps operated through the university camp budget will not be subject to facility fees.
  - c. Conducting camps and clinics is considered a part of Coach Jobe's job description related to promoting the University and the athletic department; thus, Coach Jobe will not be required to take leave while conducting camps run through the University camp budget.
  - d. Coach Jobe's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
  - e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

## 5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

## 6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Jobe will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation.

The Foundation will compensate Coach Jobe separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, a monthly salary supplement of \$500 will be provided on an as funds available basis retroactive to the date reflected in Section 2 (Term) of this contract.
- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- COACH will receive \$2,000 for promotional appearances in the event he wins the conference regular season or tournament championship (not both) *or* if his team is selected to play in the NCAA Tournament.
- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's soccer team in NCAA Tournament competition as follows. All additional payments are cumulative:
  - COACH will receive \$2,500 should his team win a first-round match in the NCAA Tournament;
  - COACH will receive \$5,000 should his team advance from a first-round regional to the "Sweet 16" in the NCAA Tournament;
  - COACH will receive \$7,500 should his team advance to the Elite Eight in the NCAA Tournament;
  - COACH will receive \$10,000 should his team advance to the Final four of the NCAA Tournament;
  - COACH will receive \$15,000 for winning the NCAA Tournament/NIT.
- COACH shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference or Louisiana Coach of the Year (not both)."
- COACH is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

## 7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no



responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

## 8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in it manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

## 9. TERMINATION

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the first two years of the contract and 50% for the third year of the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Jobe terminates the Contract without cause, Coach Jobe would be liable to the University for liquidated damages in the following manner:

- If after January 8, 2018 but before February 28, 2019 – Thirty Thousand (\$30,000) Dollars
- If after March 1, 2019 but before February 28, 2020 – Twenty-Thousand (\$20,000) Dollars
- If after March 1, 2020 but before February 28, 2021 – Ten Thousand (\$10,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

**Termination For Cause:** Should Coach's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross

disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

**Termination for Financial Exigency:** Coach may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

#### 10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

#### 11. **UNIVERSITY FUNDRAISING**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

#### 12. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

**13. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**14. FORCE MAJEURE**

Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_


  
\_\_\_\_\_

\_\_\_\_\_

NORTHWESTERN STATE UNIVERSITY

BY   
\_\_\_\_\_  
JESS JOBE, Co-Head Coach

BY   
\_\_\_\_\_  
GREGORY S. BURKE, Director of Athletics

BY   
\_\_\_\_\_  
KENNY KNOTTS, President  
Demons Unlimited Foundation

BY   
\_\_\_\_\_  
DR. CHRIS MAGGIO, President  
Northwestern State University

BY \_\_\_\_\_  
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.5.** Southeastern Louisiana University's request for approval of a contract with Mr. Frank Scelfo, Head Football Coach, effective January 30, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through November 30, 2020, the Coach's annual base salary is \$140,000. Coach will also be provided the use of a vehicle provided by a dealership, and, if one is not available, Coach will receive a \$500 per month allowance. The Lion Athletics Association (LAA) will pay Coach \$40,000 a year for fundraising and speaking engagements and an additional \$45,000 for radio and/or television shows. Finally, the LAA will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement and medicare payments, on certain specified achievements as follows:

- \$250 if Conference Coach of the Year;
- \$150 if Conference Co-Coach of the Year;
- \$2,000 for NCAA Post Season (Team) or Conference Season (Team) Championship;
- \$2,000 for each round advanced NCAA Tournament;
- \$10,000 if team wins the NCAA National Championship;
- \$250 for NCAA All-American Athletes with GPA over 3.0;
- \$100 for NCAA All-American Athletes with GPA of 2.0 to 2.9;
- \$250 if team average APR above 965;
- \$100 for individuals who qualify for NCAA Championship-Beyond team competition.

If the University terminates the agreement without cause, Coach is entitled to be paid the compensation outlined in the contract for the remainder of the contract period of November 30, 2020. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The LAA is responsible for the remaining months in the agreement (the next July 1 through expiration).

If the Coach terminates the contract, the University is entitled to be paid \$50,000 if termination during first contract year; \$40,000 if termination during second contract year; and \$30,000 if after the conclusion of the second contract year. Payment to the University shall be due 120 days following notice of termination.

The University and the LAA each has an agreement with the Coach.

## RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Frank Scelfo, Head Football Coach, effective January 30, 2018.*



January 30, 2018

Dr. James B. Henderson  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802

Re: Athletics Head Coach Contract - Football

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following head athletics coach contract be placed on the agenda for the February 2018 meeting of the Board of Supervisors.

Head Football Coach – Frank Scelfo

Sincerely,

A handwritten signature in cursive script, appearing to read 'John L. Crain', written over the printed name and title.

John L. Crain  
President

Attachment

**CONTRACT OF EMPLOYMENT  
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 30th day of January, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Frank Scelfo (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD FOOTBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 COACH shall be responsible, and shall report, directly to the DIRECTOR and shall confer with the DIRECTOR or the DIRECTOR's designee on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY's athletics program as the DIRECTOR may assign.

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.

1.5 COACH shall schedule an appropriate number of guarantee FOOTBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have

1 Coach Initial: MS Admin Initial: FS



the responsibility for approving the annual FOOTBALL schedule.

1.6 COACH shall inform the DIRECTOR of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.7 COACH is aware of and sensitive to the importance of the Academic Performance Rate (“APR”) and as such realizes that it will be a vital component on his/her annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the DIRECTOR.

## 2.0 Term

2.1 The term of this agreement is, commencing on the 30th day of January, 2018 and terminating without further notice to COACH on the 30th day of November, 2020 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

## 3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$140,000 for the term of this agreement on a bi-weekly basis.

3.2 The COACH will be paid an additional annual amount of \$40,000 from the General Fund within the Lion Athletics Association (“LAA”) for the COACH’S LAA fund raising and speaking engagements as assigned by the Athletic Director.

3.3 The COACH will also be paid an additional \$45,000 from the Lion Athletics Association, as outlined in section 5.0, for Radio and/or Television Show.

3.4 The COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.

#### 4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year
- C. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- D. \$2,000- for each round advanced NCAA Tournament
- E. \$10,000 for winning the NCAA National Championship
- F. \$250.00- NCAA All American Athlete with GPA over 3.0
- G. \$100.00-NCAA All American Athlete with GPA 2.0-2.9

H. \$250.00 Team average APR above 965

I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

## 5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and FOOTBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

- (a) Assign his/her rights to collect and earn all sponsorship revenue generated by and on behalf any television and/or radio broadcast(s) to the LAA.
- (b) Designate the LAA, or its designee, as the sole solicitor of corporate sponsorships of any television and/or radio broadcasts on behalf of the COACH;
- (c) Comply with requests by the LAA, or its designee for generating corporate sponsorship(s), or the Athletic Director to meet and/or visit existing or potential corporate sponsors in an effort to maintain or increase sponsorship revenue.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- (a) The LAA agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.
- (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- (c) Complete records will be maintained regarding income and expenditures associated with said television and radio show and available for verification by University auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.

- (e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (f) The COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All shows must be in compliance with all NCAA and Gender Equity provisions.

## 6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
- (b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (d) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

- 1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
  - 2) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
  - (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - (g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - (h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

## 7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other UNIVERSITY unclassified employee.

### 7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.
  - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to

exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.

- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, for some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.3 For each FOOTBALL season, COACH shall be entitled to a total of ten (10) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

#### **8.0 Outside Income-Subject to Compliance with Board Rules**

8.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of FOOTBALL camps and/or FOOTBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

8.2 COACH shall report annually in writing to the President through the DIRECTOR on July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.3.2).

#### **9.0 Apparel, Equipment Endorsements**

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of

computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University polices, the University of Louisiana System policies, or the laws of the State of Louisiana.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

#### **10.0 Compliance with NCAA, Conference and University Rules**

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

10.3 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

#### **11.0 Coaching Staff**

11.1 COACH shall have the authority to select unclassified FOOTBALL personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

11.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH's staff activities.

## 12.0 Termination

12.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2, Section 3.3 and Section 3.4 for the remainder of the term specified in section 2.1. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

(a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.4 from the date of termination to the end of the fiscal year in which the coach is terminated.

(b) The remaining portion of money owed to COACH as outlined in Section 3.1, 3.2, 3.3 and 3.4 for the period after the fiscal year in which the coach is shall be paid by the Lion Athletics Association (LAA).

12.2 In the event that COACH terminates the contract to take another head coach position, the COACH will owe the University the following:

- Termination during first contract year: \$50,000.
- Termination during second contract year: \$40,000.
- Termination after the conclusion of the second contract year: \$30,000.

Payment shall be due one hundred twenty (120) days following notice of termination.

12.3 COACH may be terminated by the DIRECTOR for cause at any time for:

(a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination

(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.



This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

(c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.

(d) Substantial and manifest incompetence.

(e) Violation or gross disregard of state or federal laws.

(f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

(i) The Team's multi-year APR falling below the NCAA minimum at any time during the contract.

12.4 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

12.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH

will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

12.7 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

12.8 Any violation of this contract is grounds for dismissal with cause.

### **13.0 Fundraising**

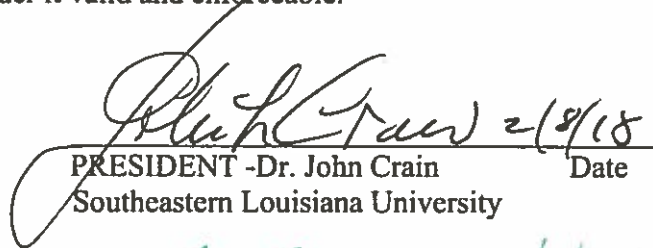
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year.

### **14.0 Force Majeure**

Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

**15.0 Severability**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

  
PRESIDENT -Dr. John Crain      Date 2/8/18  
Southeastern Louisiana University

  
Jay Artigues      Date 1/31/18  
DIRECTOR OF ATHLETICS

  
Frank Scelfo      Date 1/31/18  
HEAD FOOTBALL COACH

  
PRESIDENT      Date 2/7/18  
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

12 Coach Initial:  Admin Initial: 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD FOOTBALL COACH

AGREEMENT  
HEAD FOOTBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Frank Scelfo the University HEAD FOOTBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head FOOTBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 12.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

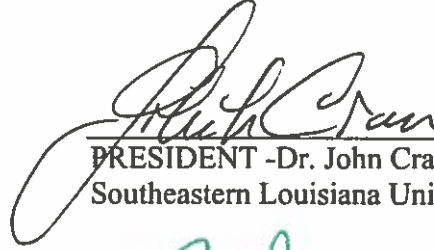
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head FOOTBALL Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head FOOTBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.


13 Coach Initial: AS Admin Initial: JA

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

 2/5/18  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 1/31/18  
Jay Artigues Date  
ATHLETICS DIRECTOR

 1/31/18  
Frank Scelfo Date  
HEAD FOOTBALL COACH

 2/7/18  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
SUPERVISORS FOR THE UNIVERSITY OF  
LOUISIANA SYSTEM

14 Coach Initial:  Admin Initial: 

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.6. University of Louisiana at Lafayette's request for approval of a contract with Mr. Gerald Glasco, Jr., Head Softball Coach, effective December 1, 2017.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2023, Coach's annual salary is \$175,000, payable on a monthly basis. The University of Louisiana at Lafayette Foundation may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership; an annual cell phone allowance of \$600; and relocation costs for up to 10 percent of Coach's base salary. The Foundation will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$10,000 if one of the following occurs:
  - Team wins or co-wins regular season softball Conference Championship; or
  - Team wins or co-wins regular season softball Conference Tournament; or
  - Team plays in an NCAA softball tournament Regional;
- \$4,000 if the team wins or co-wins both the regular season softball Conference Championship and the softball Conference Tournament;
- The greater of \$10,000 if the softball team plays in an NCAA softball tournament Super Regional; or one monthly installment of Coach's then-current base salary if the softball team plays in the NCAA Women's College World Series; or two monthly installments of Coach's then-current base salary if the softball team wins or co-wins the NCAA Women's College World Series;
- \$5,000 if Coach is named Coach or Co-Coach of the Year by the Conference or the Louisiana Sports Writers' Association;
- \$10,000 if Coach is named National Coach or Co-Coach of the Year by the National Fastpitch Coaches Association;
- \$5,000 if University has not been notified the softball team has a cumulative Academic Performance Report (APR) average below 930, and either the softball team earns an annual academic grade point average of 2.8 or above as reported to the Conference, or the graduation success rate of the softball team as reported by the NCAA exceeds 75 percent.

On July 1, 2019, if this contract is in effect on such date, and on July 1 of each subsequent year this contract remains in effect, University shall deposit the sum of \$30,000, provided by the Foundation's Unrestricted Athletic Fund Accounts, into an interest-bearing annuity established by the University.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be funded solely by the Foundation. Any supplemental compensation that has been earned or accrued to Coach on a pro-rata basis through the date of termination will be paid to him.

In the event Coach terminates the contract, Coach would be liable to the University for liquidated damages in the amount of \$50,000.

The University and the Foundation each has an agreement with the Coach.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Gerald Glasco, Jr., Head Softball Coach, effective December 1, 2017.*



January 30, 2018

*Université des Acadiens*

Dr. James B. Henderson  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

This is to request approval for the University of Louisiana at Lafayette to enter into a contractual agreement with Coach Gerald Glasco, Jr., Head Softball Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

Please place this item on the agenda for the February 2018 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over a large, stylized blue scribble.

E. Joseph Savoie  
President

svc

Attachments



**CONTRACT OF EMPLOYMENT  
HEAD SOFTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS AGREEMENT** made and effective the 1st day of December, 2017, is by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and GERALD GLASCO, JR. (“Glasco”). This Agreement is subject to the approval of the Board; therefore the terms and conditions set forth in this agreement should not be considered a valid contract until the Board approves this Agreement.

**WITNESSETH**

**WHEREAS**, University desires to utilize the services of Glasco as Head Softball Coach under the terms and conditions as set forth herein; and

**WHEREAS**, Glasco desires to provide his services as Head Coach of University’s Softball Program (the “Softball Program”) under the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Employment.** University hereby employs Glasco as Head Coach of its Softball program, and Glasco hereby agrees to and accepts such employment. Glasco shall be responsible to, and shall report directly to, University’s Director of Athletics (“Director”). Glasco shall also be under the general supervision of President.
2. **Term.**
  - a. **Initial Term.** This Agreement shall be effective as of December 1, 2017, and shall continue in effect for a term of five (5) years and seven (7) months, expiring on June 30, 2023.
  - b. **Extension.** If at the end of the first year of the term Glasco receives a favorable evaluation from the University, as determined by the sole discretion of Director in consultation with President, the term of this Agreement shall be automatically extended for one (1) additional year, expiring on June 30, 2024. In addition, the Parties may agree in writing to extend this Agreement for an additional year for each year Director or Director’s designee determines Glasco has met all annual performance targets after an annual evaluation as set forth in Section 15, below.
  - c. **Renewal.** This Agreement is renewable solely at the option of University and subject to approval by Board and Glasco; provided, however, if after expiration of the Initial

Term and any written term extensions University continues to accept Glasco's services as Head Softball Coach without execution of a new agreement or an amendment to extend the term of this Agreement, Glasco's employment as Head Softball Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Glasco shall manage and supervise the Softball Program and shall perform such other duties in the University athletic program as Director may reasonably assign. Specifically, Glasco shall:
- a. Faithfully and conscientiously perform the duties of Head Softball Coach, which are expressly assigned and/or inherent in such position.
  - b. Lead, direct, manage, promote, and supervise the Softball Program and its personnel in an effective manner to achieve the goals and objectives for the Softball Program as established by Director in consultation with Glasco.
  - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Glasco's primary duties as Head Softball Coach.
  - d. Maintain the high moral and ethical standards commonly expected of Glasco as a highly visible representative of University by nonexclusively:
    - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
    - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
    - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
    - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
  - e. Staff the Softball Program with individuals who strengthen and promote University's educational and ethical mission and standards.
  - f. Ensure softball student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
  - g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Softball Program.

- h. Lead public relations programs for the Softball Program and develop campus and community support for the Softball Program.
  - i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
  - j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Softball Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
  - k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
  - l. Comply with all laws, policies, rules, and regulations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Term of the Agreement (the "Conference"), as now constituted or as may be amended during the Term hereof, by nonexclusively:
    - i. Implementing education and monitoring programs to ensure all persons under Glasco's supervision (including without limitation, assistant softball coaches, student-athlete members of the softball team, graduate assistants, and softball operations staff members) comply with the aforesaid policies, rules, and regulations; and
    - ii. Immediately informing University's Compliance Officer of any suspected violation and assisting the investigation and reporting thereof.
  - m. Ensure the Softball Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
  - n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
  - o. Adhere to and carry out other directives and responsibilities as may be given by Director and/or President from time to time.
4. **Base Salary.** In consideration for the services of Glasco and satisfactory performance of the conditions of this Agreement, University agrees to pay Glasco an annual base salary of ONE HUNDRED SEVENTY THOUSAND (\$170,000.00), payable in equal monthly installments of FOURTEEN THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND SIXTY SIX CENTS (\$14,166.66) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Glasco shall receive all applicable State of Louisiana authorized general salary increases for

which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Agreement was amended to incorporate same.

5. **General Benefits.** Glasco shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Softball Tickets.** University shall provide Glasco up to twenty (20) tickets per home softball game for personal or promotional use, four of which shall be located in an area generally behind the softball stadium's backstop, if available.
7. **Additional Benefits.** Glasco shall be entitled to the following additional benefits to be paid with funds provided by the Foundation from its Unrestricted Athletic Foundation Funds, and as such, shall not be considered earnable compensation for the purpose of computation of retirement benefits:
  - a. **Automobile Allowance.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars (\$6,000), paid in equal monthly installments of Five Hundred Dollars (\$500).
  - b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Glasco, and his spouse when appropriate, in performing his duties under this Agreement.
  - c. **Cellular Telephone Allowance.** A cellular telephone allowance of \$80.00 per month.
  - d. **Relocation Costs.** Reimbursement of up to 10% of Glasco's Base Salary for reasonable relocation costs he may incur, subject to University's usual policies, terms, any applicable Foundation policies, and the execution of a moving agreement.
8. **Supplemental Compensation.** For each academic year this Agreement is in effect, beginning with the 2017-2018 academic year, Glasco shall receive supplemental compensation from the Foundation's Unrestricted Athletic Funds in consideration of his efforts in contributing to certain events or occurrences, as follows:
  - a. Glasco shall receive:
    - i. A payment of Ten Thousand Dollars (\$10,000.00) if one of the following occurs:
      1. the softball team wins or co-wins the regular season softball Conference Championship; or
      2. the softball team wins or co-wins the softball Conference Tournament; or
      3. the softball team plays in an NCAA softball tournament Regional;

- ii. In addition to the payment set forth in Section 8(a)(i), above, a payment of Four Thousand Dollars (\$4,000.00) if the softball team wins or co-wins both the regular season softball Conference Championship and the softball Conference Tournament;
- iii. In addition to any payment set forth in Section 8(a)(i) and 8(a)(ii), above, a payment of the greater of:
  - 1. Ten Thousand Dollars (\$10,000.00) if the softball team plays in an NCAA softball tournament Super Regional; or
  - 2. one monthly installment of Glasco's then-current base salary if the softball team plays in the NCAA Women's College World Series; or
  - 3. two monthly installments of Glasco's then-current base salary if the softball team wins or co-wins the NCAA Women's College World Series;
- iv. In addition to any payment set forth in Section 8(a)(i), 8(a)(ii), or 8(a)(iii) above, a payment of Five Thousand Dollars (\$5,000.00) if Glasco is named Coach or Co-Coach of the Year by the Conference or the Louisiana Sports Writers' Association;
- v. In addition to any payment set forth in Section 8(a)(i), 8(a)(ii), 8(a)(iii) or 8(a)(iv) above, a payment of Ten Thousand Dollars (\$10,000.00) if Glasco is named National Coach or Co-Coach of the Year by the National Fastpitch Coaches Association; *and*
- vi. In addition to any payment set forth in Section 8(a)(i), 8(a)(ii), 8(a)(iii), 8(a)(iv) or 8(a)(v) above, a payment of Five Thousand Dollars (\$5,000.00) if University has not been notified the softball team has a cumulative Academic Performance Report (APR) average below 930, and either:
  - 1. The softball team earns an annual academic grade point average of 2.8 or above as reported to the Conference, or
  - 2. The graduation success rate of the softball team as reported by the NCAA exceeds seventy-five (75%) percent.
- b. Notwithstanding the foregoing, Glasco shall not be entitled to any unpaid supplemental compensation for any academic year during which he has been suspended by University, or during which this Agreement has been terminated by University for cause.
- c. All supplemental compensation which may be paid to Glasco pursuant to this Section 8 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment, and shall be subject to standard federal and state withholdings.

- d. University acknowledges the Softball Assistant Coaches and Director of Softball Operations (collectively, "Softball Assistants") will contribute valuably to the above-described achievements. Accordingly, each paid Softball Assistant employed in such capacity when Glasco receives any supplemental compensation pursuant to Section 8(a)-(c), above, shall receive supplemental compensation equal to twenty-five (25%) percent of the amount of all supplemental compensation paid to Glasco in sections 8(a)-(c), above, unless the Softball Assistant has been suspended, or his/her employment has been terminated, for any reason prior to earning the supplemental compensation. Such supplemental compensation shall be separate from the supplemental compensation paid to Glasco, and shall be:
    - i. deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment;
    - ii. paid from the Foundation's Unrestricted Athletic Fund accounts within thirty (30) days from the effective date of the event; and
    - iii. subject to the standard federal and state withholdings.
9. **Retention Incentive Payments.** On July 1, 2019, if this Agreement is in effect on such date, and on July 1 of each subsequent year this Agreement remains in effect, University shall deposit the sum of Thirty Thousand Dollars (\$30,000.00), provided by the Foundation's Unrestricted Athletic Fund Accounts, into an interest bearing annuity established by University.
- a. The total sum accrued in said annuity, including interest, shall become due and payable to Glasco only upon his successful completion of the Initial Term and any extensions thereof, except that amounts in Section 9(b) shall become due and payable to Glasco upon the vesting dates stated in that section. In the event the annuity becomes due and payable to Glasco, University agrees to work with Glasco in good faith to transfer the annuity to Glasco in the most tax-beneficial manner possible to Glasco.
  - b. Notwithstanding the provisions of Section 9(a), above, all funds existing in said annuity on June 30, 2020, and on June 30, 2023, shall be considered vested. Any and all vested funds shall be withdrawn and released to Glasco upon his request, provided this Agreement has not been terminated prior to the applicable vesting date.
  - c. In the event University terminates this Agreement for cause or Glasco terminates the Agreement without cause prior to the expiration of the Initial Term and any extensions thereof, University shall retain all unvested funds in said annuity and shall have no further obligation to Glasco under this Section 9.
  - d. If University terminates the Agreement without cause prior to the expiration of the Initial Term and any extensions thereof, University shall pay to Glasco \$30,000.00 per year for each year Glasco remained in his position prior to said termination, less the amount of any vested funds released pursuant to Section 9(b), above, with any partial years being prorated.

10. **Compliance with Law, Policy, and Regulations.** Glasco agrees to provide his services consistent with the terms and conditions of this Agreement, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, and rules and regulations of the NCAA and Conference. Glasco shall not violate any criminal law of any state or federal government. Failure to comply with this Section may result in disciplinary action including suspension without pay and including termination of Glasco's employment in addition to any other applicable disciplinary or corrective action procedures including but not limited to those set forth in the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations.
11. **Camps and Clinics.** Glasco shall be permitted to hold softball camps and clinics on University softball facilities with prior approval of Director, Vice President for Administration and Finance, and President, which shall not be unreasonably withheld. Glasco shall operate all camps and clinics under the supervision and authority of University. Glasco may manage and distribute all revenue generated from such camps and clinics upon the approval of University's Vice President for Administration and Finance. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures.
12. **Outside Income.** Glasco may earn income and revenue from outside sources while employed by University upon approval from President in accord with Board policies. Glasco shall report annually in writing to President through Director all athletically-related income he receives from sources outside University, and Glasco shall abide by all NCAA regulations regarding outside compensation (including but not necessarily limited to NCAA Regulation 11.2.2). All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Glasco's University employment; University shall have no responsibility for any claims arising therefrom.
13. **Outside Employment.** Glasco agrees he shall not personally, or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Agreement without first having obtained consent from President.
14. **Endorsement/Personal Gain.** Glasco agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services and/or in no way use his employee standing as Head Softball Coach for personal benefit or gain without prior written approval from University in accord with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Softball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
15. **Evaluation.** Director or Director's designee shall evaluate Glasco annually prior to July 1 of each year of this Agreement to determine whether Glasco has, in the sole discretion of

Director or Director's designee, achieved annual performance targets which shall be communicated to Glasco prior to each softball season and from time to time as Director or Director's designee deems reasonably necessary and warranted.

**16. Termination by University.**

**a. Without Cause.**

- i. University may terminate this Agreement without cause in the sole and absolute discretion of President, in which event Glasco shall continue to receive only monthly installments of the Base Salary set forth in Section 4, above, until the expiration of the Term; neither University nor the Foundation shall have any other obligations to Glasco whatsoever for any other benefits or supplemental compensation. Any Base Salary balance owed beyond the fiscal year during which termination occurs shall be provided by the Foundation from Unrestricted Athletic Foundation Funds. Notwithstanding the foregoing, if Glasco is terminated without cause, any supplemental compensation that has been earned or accrued to him on a pro-rata basis through the date of termination will be paid to him.
- ii. In the event of a termination described in Section 16(a)(i), Glasco shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 16(a)(i) shall be offset and reduced on a monthly basis by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Glasco may receive from any employer, including any business entity owned or controlled by Glasco, or in which Glasco has an interest as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Glasco receives such Gross Compensation personally or through any business entity.
- iii. Within fourteen (14) days after accepting any Coaching Position, Glasco shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Glasco shall notify University of any changes in his income within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Glasco shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income for the prior year no later than February 15th of each year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Glasco breaches any and/or all of these obligations, University shall, within thirty (30) days of such breach, provide Glasco with written demand to cure such breach within ten (10) days and provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such



breach. If Glasco fails to do so, University's obligation pursuant to Section 16(a)(i) shall cease.

- iv. Payment by University and/or Foundation of amounts under this Section 16(a) will constitute a full release of any claims Glasco might otherwise assert against University, the Foundation, or any of their representatives, agents or employees as of the date of termination. In consideration of this payment, Glasco shall, and does hereby, release and discharge University and the Foundation, their officers, board members, and employees, from and against any liability of any nature whatsoever related to or arising out of this Agreement and Glasco's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

**b. For Just Cause.**

- i. University may terminate this Agreement for just cause, including but not limited to:
  - 1. Failure to comply with this Agreement;
  - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Glasco's ability;
  - 3. Failure to comply with a lawful directive from Director, President, or other insubordination;
  - 4. Serious or intentional violation by Glasco of any applicable law, rule, regulation, policy, or guideline, issued without limitation by any state or federal government agency, the Board, the Conference, and/or the NCAA, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Glasco;
  - 5. Condoning, failure to prevent, and/or failure to report any Softball Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by, without limitation, any state or federal government agency, the Board, the Conference, and/or the NCAA, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Softball Program member, provided Glasco knew or reasonably should have known of such violation;
  - 6. Failure to cooperate with University, the Conference, and/or the NCAA in the investigation of alleged violations of NCAA or Conference regulations;
  - 7. Prolonged absence from University without University's consent;

8. Poor performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Glasco;
9. Failure to administer the Softball Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board; and
10. Glasco's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Glasco's ability to perform the essential functions and duties as Head Softball Coach.

ii. In the event of a termination under this Section for just cause, Glasco shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

- c. **Sole Remedy.** Glasco agrees his sole and exclusive remedy, if any, against University and/or the Foundation in the event of termination of this Agreement by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall either University or the Foundation be liable for direct, indirect, special, incidental, or consequential damages.

**17. Termination by Glasco.** Glasco recognizes his promise to work for University for the entire term of this Agreement is the essence of this Agreement. Glasco also recognizes University's highly valuable investment in Glasco's continued employment would be lost if Coach resigns or otherwise terminates his employment with University prior to the expiration of this Agreement. Accordingly, should Glasco terminate this Agreement prior to the expiration of its Term,

- a. all obligations of University and the Foundation for any compensation and/or other benefits to Glasco shall cease as of the date of termination;
- b. Glasco shall be liable to University for liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00), payable to University within sixty (60) days of the date of notice of termination; and
- c. For a period of one (1) year after the date of termination, Glasco shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Glasco had contacted or recruited such athlete prior to Glasco's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Agreement and shall continue in full force and effect.

**18. Non-Discrimination.** Glasco shall not discriminate against any individual, including but not limited to, employment of coaches and other staff, and the recruitment of players because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or veteran status and shall comply with all federal and state

regulations and University policies, and shall require and encourage his staff to participate in training programs offered by University. Furthermore, Glasco shall be responsible for and shall require his staff to comply with all personnel policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, and retaliation.

**19. Acknowledgement.** The parties specifically agree that the obligations assumed herein relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Glasco at University whether as Head Softball Coach or in any other employment capacity.

**20. Miscellaneous.**

- a. This Agreement and all claims or disputes arising out of or relating to this Agreement shall be exclusively governed by and construed under the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event any dispute arises between the parties concerning any breach of this Agreement, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach, and a sixty-day (60-day) period to cure such breach, prior to initiating legal action.
- c. Any and all claims or disputes arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- d. If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- e. Glasco agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- f. University may cancel this Agreement at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- g. Glasco shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Agreement.
- h. The parties agree and understand the terms of this Agreement are subject to its recommendation by President and contingent upon approval of Board.

- i. This Agreement supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
  - j. No delay or failure to enforce any provision of this Agreement by University shall constitute a waiver or limitation of rights enforceable under this Agreement.
  - k. Glasco acknowledges he has read and understands the foregoing provisions of this Agreement; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Agreement and the terms and conditions set forth herein.
21. **Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed. Unless hereinafter changed via written notice to Glasco, any notice to University shall be sent to:

**University Designee:**  
 Dr. E. Joseph Savoie, President  
 University of Louisiana at Lafayette  
 P.O. Box 41008  
 Lafayette, LA 70504-1008

**With copy to:**  
 Dr. Bryan Maggard, Director of Athletics  
 University of Louisiana at Lafayette  
 537 Cajundome Blvd., Suite 239  
 Lafayette, LA 70506

Unless hereinafter changed via written notice to University, any notice to Glasco shall be sent to:

**Coach**  
 Gerald Glasco, Jr.  
 1026 Nook Dr  
 Arnaudville, LA 70512

**With copy to:**  
 William N. Holmes, CPA  
 Elite Coaching Representation, LLC  
 7128 SW Gonzaga Street; Suite 100  
 Portland, OR 97223

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the duly authorized representative of University, and Glasco, have executed this Agreement on the dates indicated.

**University of Louisiana at Lafayette**

**Gerald Glasco, Jr.**

\_\_\_\_\_  
Dr. E. Joseph Savoie, President

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Secretary of the Board of Supervisors for the  
University of Louisiana System

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**ANCILLARY AGREEMENT TO  
CONTRACT OF EMPLOYMENT  
HEAD SOFTBALL COACH**

This is an agreement between the Board of Supervisors for the University of Louisiana System ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); the University of Louisiana at Lafayette Foundation (the "Foundation"); and Gerald Glasco, Jr. ("Glasco").

The Foundation desires to assist and aid University in the employment of Glasco for the position of Head Softball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 8, 9, and 16 of the Contract of Employment for Head Softball Coach between University and Glasco. Any and all sums the Foundation owes pursuant to such agreement shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 8, 9, and 16. No other terms of the Contract of Employment for Head Softball Coach shall obligate or bind the Foundation.

The Foundation and Glasco hereby acknowledge that they have been provided a copy of this Agreement and the Contract of Employment for Head Softball Coach.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
University of Louisiana at Lafayette      Date  
By: Dr. E. Joseph Savoie, President

\_\_\_\_\_  
Gerald Glasco, Jr.      Date

\_\_\_\_\_  
University of Louisiana at Lafayette      Date  
Foundation  
By: Julie Bolton Falgout, President/CEO

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Secretary of the Board of Supervisors for the  
University of Louisiana System

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

- Item F.7.** University of Louisiana at Lafayette's request to authorize the University President to sign and execute an assignment of ULL's Assistant Football Coach Karl Scott's employment agreement to the Board of Trustees for the University of Alabama (UA) in exchange for \$300,000.

**EXECUTIVE SUMMARY**

On December 23, 2017, Mr. Karl Scott signed a document entitled "Proposed Contract Terms" for multiyear employment as an assistant coach for the University of Louisiana at Lafayette's football team. Shortly thereafter, he was offered a position as a coach at University of Alabama (UA). UA has offered to pay \$300,000 for the University to assign the "Proposed Contract Terms" to them.

The parties have negotiated a written assignment calling for the funds to be provided to the University of Louisiana at Lafayette Foundation, which will then reimburse the ULL for all salary it paid to Mr. Scott during his brief employment. ULL desires the Foundation receive the funds because the Foundation has incurred the obligation to fund supplemental compensation and liquidated damages payable to ULL athletic coaches. This would assist the Foundation in continuing to be able to fulfill those obligations on behalf of the University.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby authorizes University of Louisiana at Lafayette's President to execute any and all documents, including an assignment of rights, related to ULL's Assistant Football Coach Karl Scott's employment agreement to the Board of Trustees for the University of Alabama in exchange for a \$300,000 payment to ULL's Foundation.***



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F7

P. O. Drawer 41008  
Lafayette, LA 70504-1008  
(337) 482-6203  
Fax: (337) 482-5914  
e-mail: president@louisiana.edu

January 30, 2018

*Université des Académiciens*

Dr. James B. Henderson  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

This is a request for authorization to negotiate and execute an Assignment and Assumption of Employment Contract, assigning the contract of University of Louisiana at Lafayette assistant football coach Karl Scott to the Board of Trustees for the University of Alabama in exchange for \$300,000.

Please place this item on the agenda for the February 2018 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Joseph Savoie".

E. Joseph Savoie  
President

SVC



**University of Louisiana  
Proposed Contract Terms**

**Coach:** Karl Scott (Defensive coordinator with play-calling responsibility)

**Term:** January 1, 2018 – February 28, 2020

**Compensation:**

Base salary: \$375,000 annual salary

Benefits: Associated benefits as per normal university policies.

Car: University will provide Coach with a dealer car.

Tickets: Coach will receive six (6) tickets to each home football game.

**Relocation Allowance:**

Moving: 10% of annual salary

Housing: University will make reasonable effort to assist with temporary housing for up to 45 days

**Defensive coordinator Incentives:**

SBC Defined Bowl Appearance	25% of one month base salary
New Year's Six/CFP Appearance	one (1) month of base salary

**Termination of contract:**

**University Terminates without cause:** University shall be liable to Coach for liquidated damages as follows: 100% of remaining compensation. In the event Coach is terminated without cause, Coach will have a duty to mitigate and standard dollar-for-dollar offset language.

Benefits will end on termination date.

**Coach Terminates without cause:** Employee recognizes Employee has been hired to use his unique talents for a specialized position, and Employee's commitment is essential to the purpose of this Agreement. Both parties acknowledge University is making a very substantial investment in Employee's employment by entering into this Agreement. Both parties also recognize stability is an integral component of developing a long-term successful athletic

program, and the relationships Employee forms and the value of Employee's personal services will be irreplaceable by University. Both parties are familiar with the operations of Division I athletic programs and University's program, in particular, and they understand the economic and non-economic losses University would incur if Employee were to resign his position. Such damages are difficult to quantify, and the true damages caused by Employee's breach may not be fully known for years to come. In light of these considerations, the parties agree that in the event Employee leaves within the first 120 days of employment, Employee shall pay the University, or caused to be paid, a buyout equal to one hundred percent (100%) of the remainder of the guaranteed compensation owed under the terms of this contract for any position with the exception of a head coaching position. The figure will be reduced by fifty percent (50%) in the event Employee leaves only for a coordinator position at any Power 5 university that includes primary play-calling responsibilities. The parties agree the payment described above is their reasonable attempt to quantify the economic and non-economic losses to University, and is not a penalty. The payment shall be made within 30 days of the end of Employee's employment. University agrees to accept the payment as its sole and exclusive remedy in the event Employee leaves within the first 120 days of signing this term sheet, and to forego all other remedies, including actual damages and injunctive relief.

All other terms will end on date of termination.

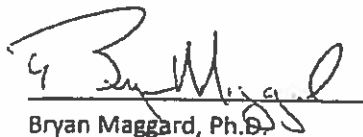
These terms are subject to approval by the University of Louisiana System Board, successful background check and mutual agreement of final contractual language.

Agreed to, subject to Board approval, by:



Karl Scott  
Defensive coordinator

12/23/17  
Date



Bryan Maggard, Ph.D.  
Director of Athletics

12/24/17  
Date

## ASSIGNMENT AND ASSUMPTION OF EMPLOYMENT CONTRACT

This Assignment and Assumption of Employment Contract (this "**Assignment**" or this "**Agreement**") is effective as of *DATE*, ("**Effective Date**") and is by and among the Board of Supervisors of the University of Louisiana System ("**Assignor**"), the University of Louisiana at Lafayette Foundation ("**Foundation**"), The Board of Trustees of the University of Alabama for the University of Alabama ("**Assignee**"), and Karl Scott ("**Employee**").

**WHEREAS**, Assignor entered into that certain Employment Agreement with the Employee dated as of December 23, 2017 ("**Employment Contract**"), setting forth the terms and conditions of Assignor's employment of Employee and Employee's agreement to perform the duties and responsibilities set forth in the Employment Contract; and

**WHEREAS**, the Employment Contract is for a term continuing through February 28, 2020; and

**WHEREAS**, Assignee wishes to assume all of Assignor's rights, obligations and liabilities under the Employment Contract ("**Transferred Interest**") from Assignor, in exchange for a lump-sum payment of \$300,000 and certain other consideration; and

**WHEREAS**, Assignor has agreed to assign the Transferred Interest to Assignee on the terms and conditions provided herein; and

**WHEREAS**, the Employment Contract contains no prohibition or other restriction on assignment; and

**WHEREAS**, Employee has agreed to the assignment of the Transferred Interest to Assignee, on the terms and conditions provided herein; and

**WHEREAS**, the parties to this Agreement fully intend that upon execution and delivery of this Agreement, all obligations that Assignor may have to Employee under the Employment Contract are fully and forever extinguished.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions hereof, as of the Effective Date herein referenced, Assignor hereby assigns, conveys and transfers the Transferred Interest to Assignee, and Assignee hereby assumes the Transferred Interest from Assignor.
2. Employee acknowledges and agrees that Assignor has no further obligation, monetary or otherwise, to Employee pursuant to the Employment Contract.
3. Employee represents that he has returned all property of Assignor in his possession,

including but not limited to his Assignor-issued cell phone, laptop computer and automobiles.

4. General Release:

(a) As a material inducement to Assignor to enter into this Agreement and excepting only those claims, if any, which cannot be waived as a matter of law, Employee on his own behalf and on behalf of his heirs, executors, agents and assigns unconditionally releases, acquits and forever discharges Assignor and each of Assignor's trustees, officers, predecessors, successors, assigns, agents, employees, representatives, attorneys, divisions, branches, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them (collectively for purposes of this Paragraph 4, the "Assignor Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and any and all claims for defamation or other personal injury, and any and all claims for breach of contract or violation of procedural due process under federal, state or local statutory or common law, as well as any and all claims under federal, state, or local regulations or policies of the Assignor Parties.

(b) For the purpose of implementing a full and complete release and discharge of the Assignor Parties, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitations, all claims which Employee does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims, including, but not limited to, any and all matters related to or arising out of his employment with Assignor through the date of his execution of this Agreement.

(c) This release of claims shall not apply to claims first arising after the date of Employee's execution of this Agreement.

(d) This release of claims includes all complaints, causes of action and claims based on or seeking to challenge any conduct, event, action or decision that took place prior to Employee's signing of this Agreement. Employee agrees and understands that the effect of this Agreement is that all such complaints, causes of action and claims are forever waived, released and discharged as against the Assignor Parties.

(e) The parties intend and agree that the release of claims set forth in this paragraph shall be broadly construed to the fullest extent permitted by law.

5. Employee represents that at the time of his execution of this Agreement, he has not filed any pending complaints or charges against the Assignor Parties with the NCAA, the Equal Employment Opportunity Commission or with any other government agency or court. Consistent with the

general release set forth above, and to the fullest extent permitted by law, Employee also agrees that he will not in the future file or initiate any claims with respect to the matter encompassed within said release and if another individual or agency pursues such claims on his behalf, he will not accept money damages or individual relief arising therefrom.

6. Employee understands and certifies that:

(a) He has carefully read and fully understands all the provisions and effects of this Agreement;

(b) He has been advised in writing to consult with an attorney of his choosing regarding this Agreement and he has done so;

(c) He is voluntarily entering into this Agreement, and that neither the Assignor Parties nor their respective trustees, officers, agents, employees or attorneys have made any representations concerning the terms, conditions or effects of this Agreement other than those contained herein.

7. Subject to the terms and conditions hereof, as of the Effective Date, Employee hereby approves the assignment and transfer by Assignor to Assignee of the Transferred Interest.

8. Assignee will pay Foundation \$300,000.00 (the "**Consideration**") as a condition to Assignor's assigning and transferring the Transferred Interest to Assignee. The Consideration will be paid by wire transfer to Assignor on or before the 16<sup>th</sup> day of February, 2018, pursuant to wire instructions provided in writing by Foundation to Assignee. Upon receipt, Foundation will issue a payment to Assignor of \$14,945.65, representing all payments made by Assignor to Employee in the course of Employee's employment by Assignor.

9. Upon execution of this Assignment by all the parties hereto and the payment by Assignee of the Consideration, this Assignment shall be effective as of the Effective Date.

10. This Agreement constitutes the sole and entire understanding between the parties and fully supersedes any and all prior agreements or understandings between the parties with respect to the matters set forth herein.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, executors, administrators, successors and assigns.

12. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or in violation of law, the remaining provisions shall remain in full force and effect, provided however, that if the general release set forth herein is determined to be unenforceable, the Assignor Parties shall be relieved of all obligations set forth herein and shall be entitled to any such other relief as may be authorized by law.

13. The parties agree to perform any additional acts and submit and/or sign any additional

documents reasonably necessary to effectuate the terms of this Agreement.

14. This Agreement may be executed in counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties may not have executed the same counterpart. It is further agreed by the parties that a signature transmitted electronically or by facsimile shall be acceptable and binding and shall be treated for all purposes in the same manner as an original signature.

15. Assignor, Assignee and Employee each agrees to maintain the terms of this Assignment confidential, acknowledging that disclosure of same to other parties could have a detrimental effect on one or more of the parties hereto; provided, however, that each party may disclose the terms of this Assignment to legal and tax advisors as necessary, provided that such parties are subject to an obligation of confidentiality; and provided further, that disclosure permitted if and to the extent required by applicable law, provided that any party that is required to so disclose the terms of this Agreement shall give the other parties prior written notice of such party's intention to disclose same.

IN WITNESS WHEREOF, and intending to be legally bound, the parties duly execute this Agreement to be effective as of the Effective Date.

The Board of Trustees of The University  
of Alabama for The University of Alabama

Employee:

\_\_\_\_\_  
Karl Scott

By: \_\_\_\_\_  
Lynda Gilbert,  
Vice President for Financial Affairs and  
Treasurer

The Board of Supervisors of the  
University of Louisiana System

The University of Louisiana at Lafayette  
Foundation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.8.**      **University of Louisiana at Monroe's** request for approval of a contract with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective January 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed one-year agreement, effective through December 31, 2018, Coach's annual salary is \$150,000.

In the event the University terminates the contract without cause, Coach shall be entitled to the remaining base salary that Coach would have earned during the current fiscal year, not to exceed a total of two months' base salary. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective January 1, 2018.*

**Office of the President**

700 University Avenue • Monroe, LA 71209-3000  
Phone: 318.342.1010 • Fax: 318.342.1019

January 29, 2018

Dr. James B. Henderson, President  
University of Louisiana System  
1201 Third Street, 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Mike Collins, Assistant Head Football Coach/Defensive Coordinator, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective January 1, 2018 – December 31, 2018.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.  
President



## **CONTRACT OF EMPLOYMENT**

### **ASSISTANT HEAD FOOTBALL COACH / DEFENSIVE COORDINATOR**

STATE OF LOUISIANA

PARISH OF OUACHITA

This Agreement is made and entered into effective as of the 1<sup>st</sup> day of January, 2018, between the **UNIVERSITY OF LOUISIANA AT MONROE** and through its President (hereinafter referred to as the “UNIVERSITY”) and **MIKE COLLINS** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the “Board”), the management board for the UNIVERSITY, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

#### **1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as Assistant Head Football Coach / Defensive Coordinator and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President, Director of Intercollegiate Athletics (Athletics Director), and Head Football Coach. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for *causal* termination by the UNIVERSITY as set forth in section 8.2 of this contract.

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of the Athletics Director and the UNIVERSITY's President.

1.3 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletic programs.

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

## **2.0 Term**

2.1 The term of this agreement is for a fixed period, commencing on January 1, 2018, and terminating without further notice to COACH on December 31, 2018, unless sooner terminated or extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

## **3.0 Compensation**

3.1 In consideration of COACH's services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$150,000, payable on a bi-weekly basis.

3.2 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 8.0 of this contract.

#### **4.0 Athletics Competition Incentive**

4.1 COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Football Coach and approved by the Athletics Director from the pool of incentive funds that may be allocated to the Head Football Coach from UNIVERSITY athletic auxiliary funds. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.

#### **5.0 Employee Benefits**

5.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary.

5.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Assistant Head Football Coach / Defensive Coordinator position:

- (a) Monthly cell phone allowance of \$45 per month to be included in the COACH'S bi-weekly payroll check
- (b) COACH may receive a courtesy/leased vehicle if arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The UNIVERSITY has no obligation to furnish the vehicle to COACH. The arrangements for a vehicle will be made by the Director of Athletics. Should a

courtesy/leased vehicle arrangement not be made through a local dealership, COACH may receive a monthly vehicle allowance not to exceed \$300. The UNIVERSITY will disperse the allowance to COACH using normal UNIVERSITY payroll procedures.

#### **6.0 Outside Income - Subject to Compliance with Board Rules**

6.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of the UNIVERSITY employment and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies.

#### **7.0 Compliance with NCAA, Conference and UNIVERSITY Rules**

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in significant or repetitive violations of NCAA, Conference and/or UNIVERSITY regulations (NCAA Constitution 11.2.1).

7.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, UNIVERSITY Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

7.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and that COACH is not prohibited from being hired by the UNIVERSITY in

violation of Louisiana Revised Statute 17:2054(B) governing the hiring of any person found to have committed deliberate and serious infraction(s) of NCAA or NAIA rules. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this agreement upon discovery with no further financial obligation or penalty to COACH.

## **8.0 Termination**

8.1 Either party may terminate this agreement *without* just cause prior to the expiration of its term by giving thirty (30) days' written notice to the other party. Prior to termination of COACH, UNIVERSITY shall notify the President of the University of Louisiana System. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.2 COACH may be terminated by the Athletics Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Assistant Football Coach / Offensive Coordinator; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings Coach into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair Coach's ability to perform the obligations contained herein without

material adverse impact on the team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates this Agreement *without cause* prior to the expiration of its term, COACH shall be entitled to the remaining base salary COACH would have earned during the current fiscal year, not to exceed a total of two months base salary.

8.4 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The liquidated damages shall be due and payable to the UNIVERSITY in a lump sum within sixty (60) days of the date of termination.

8.5 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary

restrictions, and priorities for maintenance of programs and services. In the event of such termination, COACH will receive one (1) month notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY's sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.6 In lieu of termination for cause, and apart from any rights it may have under this Section 8.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY.

8.7 If the current Head Football Coach departs the UNIVERSITY or is reassigned to another position at the UNIVERSITY for any reason whatsoever (voluntary or involuntarily) prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) calendar days from the employment termination or reassignment date for the Head Football Coach, and the UNIVERSITY is not liable to COACH for any amounts whatsoever that would have been owed to Coach under this agreement but for this termination or reassignment.

8.8 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, *etc.*, shall cease immediately upon the occurrence of any such event.

## **9.0 Severability**

If any provision of the Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the

offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**10.0 Force Majeure**

Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

**11.0 Governing Law**

This agreement shall be governed by and construed under the laws of the State of Louisiana.

**12.0 Entire Agreement**

This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, offer letters, letters of appointment, and/or memoranda of understanding.



\_\_\_\_\_  
Nick J. Bruno, Ph.D.  
PRESIDENT  
UNIVERSITY OF LOUISIANA AT MONROE



\_\_\_\_\_  
Mike Collins  
ASSISTANT HEAD FOOTBALL COACH  
/ DEFENSIVE COORDINATOR  
UNIVERSITY OF LOUISIANA AT MONROE

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Dr. Jim Henderson  
PRESIDENT  
UNIVERSITY OF LOUISIANA SYSTEM



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.9.**     **University of Louisiana at Monroe's** request for approval of a contract with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective January 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed one-year agreement, effective through December 31, 2018, Coach's annual salary is \$120,000.

In the event the University terminates the contract without cause, Coach shall be entitled to the remaining base salary that Coach would have earned during the current fiscal year, not to exceed a total of two months' base salary. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective January 1, 2018.*

University of  
**LOUISIANA**  
Monroe

F 9

**Office of the President**

700 University Avenue • Monroe, LA 71209-3000

Phone: 318.342.1010 • Fax: 318.342.1019

January 29, 2018

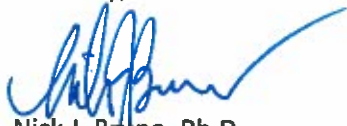
Dr. James B. Henderson, President  
University of Louisiana System  
1201 Third Street, 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Matt Kubik, Assistant Football Coach/Offensive Coordinator, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective January 1, 2018 – December 31, 2018.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.  
President

**CONTRACT OF EMPLOYMENT**  
**ASSISTANT FOOTBALL COACH / OFFENSIVE COORDINATOR**

STATE OF LOUISIANA  
PARISH OF OUACHITA

This Agreement is made and entered into effective as of the 1<sup>st</sup> day of January, 2018, between the **UNIVERSITY OF LOUISIANA AT MONROE** and through its President (hereinafter referred to as the “UNIVERSITY”) and **MATT KUBIK** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the “Board”), the management board for the UNIVERSITY, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as Assistant Football Coach / Offensive Coordinator and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President, Director of Intercollegiate Athletics (Athletics Director), and Head Football Coach. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for *causal* termination by the UNIVERSITY as set forth in section 8.2 of this contract.

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of the Athletics Director the UNIVERSITY's President.

1.3 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletic programs.

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

## **2.0 Term**

2.1 The term of this agreement is for a fixed period, commencing on January 1, 2018, and terminating without further notice to COACH on December 31, 2018, unless sooner terminated or extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

## **3.0 Compensation**

3.1 In consideration of COACH's services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$120,000, payable on a bi-weekly basis.

3.2 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 8.0 of this contract.

#### **4.0 Athletics Competition Incentive**

4.1 COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Football Coach and approved by the Athletics Director from the pool of incentive funds that may be allocated to the Head Football Coach from UNIVERSITY athletic auxiliary funds. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.

#### **5.0 Employee Benefits**

5.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary.

5.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Assistant Football Coach / Offensive Coordinator position:

- (a) Monthly cell phone allowance of \$45 per month to be included in the COACH'S bi-weekly payroll check
- (b) COACH may receive a courtesy/leased vehicle if arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The UNIVERSITY has no obligation to furnish the vehicle to COACH. The arrangements for a vehicle will be made by the Director of Athletics. Should a courtesy/leased vehicle arrangement not be

made through a local dealership, COACH may receive a monthly vehicle allowance not to exceed \$300. The UNIVERSITY will disperse the allowance to COACH using normal UNIVERSITY payroll procedures.

**6.0 Outside Income - Subject to Compliance with Board Rules**

6.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of the UNIVERSITY employment and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies.

**7.0 Compliance with NCAA, Conference and UNIVERSITY Rules**

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in significant or repetitive violations of NCAA, Conference and/or UNIVERSITY regulations (NCAA Constitution 11.2.1).

7.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, UNIVERSITY Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

7.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and that COACH is not prohibited from being hired by the UNIVERSITY in

violation of Louisiana Revised Statute 17:2054(B) governing the hiring of any person found to have committed deliberate and serious infraction(s) of NCAA or NAIA rules. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this agreement upon discovery with no further financial obligation or penalty to COACH.

## **8.0 Termination**

8.1 Either party may terminate this agreement *without* just cause prior to the expiration of its term by giving thirty (30) days' written notice to the other party. Prior to termination of COACH, UNIVERSITY shall notify the President of the University of Louisiana System. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.2 COACH may be terminated by the Athletics Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Assistant Football Coach / Offensive Coordinator; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings Coach into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair Coach's ability to perform the obligations contained herein without

material adverse impact on the team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates this Agreement *without cause* prior to the expiration of its term, COACH shall be entitled to the remaining base salary COACH would have earned during the current fiscal year, not to exceed a total of two months base salary.

8.4 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The liquidated damages shall be due and payable to the UNIVERSITY in a lump sum within sixty (60) days of the date of termination.

8.5 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary



restrictions, and priorities for maintenance of programs and services. In the event of such termination, COACH will receive one (1) month notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY's sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.6 In lieu of termination for cause, and apart from any rights it may have under this Section 8.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY.

8.7 If the current Head Football Coach departs the UNIVERSITY or is reassigned to another position at the UNIVERSITY for any reason whatsoever (voluntary or involuntarily) prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) calendar days from the employment termination or reassignment date for the Head Football Coach, and the UNIVERSITY is not liable to COACH for any amounts whatsoever that would have been owed to Coach under this agreement but for this termination or reassignment.

8.8 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, *etc.*, shall cease immediately upon the occurrence of any such event.

#### **9.0 Severability**

If any provision of the Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the

offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**10.0 Force Majeure**

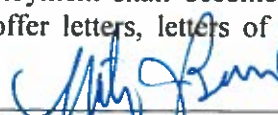
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

**11.0 Governing Law**

This agreement shall be governed by and construed under the laws of the State of Louisiana.

**12.0 Entire Agreement**

This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, offer letters, letters of appointment, and/or memoranda of understanding.



Nick J. Bruno, Ph.D.  
PRESIDENT  
UNIVERSITY OF LOUISIANA AT MONROE



Matt Kubik  
ASSISTANT FOOTBALL COACH  
/ OFFENSIVE COORDINATOR  
UNIVERSITY OF LOUISIANA AT MONROE

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Dr. Jim Henderson  
PRESIDENT  
UNIVERSITY OF LOUISIANA SYSTEM

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.10. University of Louisiana at Monroe's request for approval of a contract with Mr. Grayson Crawford, Assistant Men's Baseball Coach, effective January 8, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2019, Coach's base annual salary is \$52,000. The agreement stipulates that the Coach may be eligible for annual cost-of-living or merit pay increases in addition to the stated base salary.

In the event the University terminates the contract without cause, Coach shall be entitled to the remaining base salary that Coach would have earned during the current fiscal year, not to exceed a total of two months' base salary. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval of a contract with Mr. Grayson Crawford, Assistant Men's Baseball Coach, effective January 8, 2018.***

University of  
**LOUISIANA**  
Monroe

F 1 0

**Office of the President**

700 University Avenue • Monroe, LA 71209-3000  
Phone: 318.342.1010 • Fax: 318.342.1019

January 29, 2018

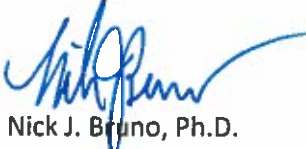
Dr. James B. Henderson, President  
University of Louisiana System  
1201 Third Street, 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Grayson Crawford, Assistant Baseball Coach, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective January 8, 2018 – June 30, 2019.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.  
President

**CONTRACT OF EMPLOYMENT**  
**ASSISTANT BASEBALL COACH**

STATE OF LOUISIANA  
PARISH OF OUACHITA

This Agreement is made and entered into effective as of the 8<sup>th</sup> day of January, 2018, between the **UNIVERSITY OF LOUISIANA AT MONROE** and through its President (hereinafter referred to as the “UNIVERSITY”) and **GRAYSON CRAWFORD** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the “Board”), the management board for the UNIVERSITY, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as Assistant Baseball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to baseball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President, Director of Intercollegiate Athletics, and Head Baseball Coach. It is understood by COACH and the UNIVERSITY that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 8.2 of this contract.

1.2 COACH shall be responsible, and shall report, directly to the Head Baseball Coach and shall confer with the Head Baseball Coach on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY's Director of Intercollegiate Athletics and the UNIVERSITY's President.

1.3 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletic programs.

1.4 COACH shall inform the Head Baseball Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

## **2.0 Term**

2.1 The term of this agreement is for a fixed period, commencing on January 8, 2018, and terminating without further notice to COACH on June 30, 2019, unless sooner terminated or extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

2.3 If the current Head Baseball Coach departs the UNIVERSITY or is reassigned to another position at the UNIVERSITY for any reason whatsoever (voluntary or involuntarily) prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) calendar days from the

employment termination or reassignment date for the Head Baseball Coach, and the UNIVERSITY is not liable to COACH for any amounts whatsoever that would have been owed to Coach under this agreement but for this termination or reassignment.

### **3.0 Compensation**

3.1 In consideration of COACH's services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$52,000, payable on a bi-weekly basis.

3.2. At the sole discretion of the Head Baseball Coach and upon approval by the Athletic Director, COACH may be eligible for salary increases from the baseball program salary pool that maybe funded by UNIVERSITY. Nothing in this section shall serve to create any rights or entitlement to a salary increase for COACH.

3.3 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 8.0 of this contract.

### **4.0 Athletics Competition Incentive**

4.1 COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Baseball Coach and approved by the Athletic Director from the pool of incentive funds that may be allocated to the Head Baseball Coach from UNIVERSITY athletic auxiliary funds. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.

**5.0 Employee Benefits**

5.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary.

5.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Assistant Baseball Coach position:

(a) Monthly cell phone allowance of \$45 per month to be included in the COACH'S bi-weekly payroll check

5.3 Up to \$2500 in relocation expenses based on actual receipts

**6.0 Outside Income - Subject to Compliance with Board Rules**

6.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of the UNIVERSITY employment and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies.

**7.0 Compliance with NCAA, Conference and UNIVERSITY Rules**

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in significant or repetitive violations of NCAA, Conference and/or UNIVERSITY regulations (NCAA Constitution 11.2.1).



7.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, UNIVERSITY Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

7.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and that COACH is not prohibited from being hired by the UNIVERSITY in violation of Louisiana Revised Statute 17:2054(B) governing the hiring of any person found to have committed deliberate and serious infraction(s) of NCAA or NAIA rules. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this agreement upon discovery with no further financial obligation or penalty to COACH.

## **8.0 Termination**

8.1 Either party may terminate this agreement *without* just cause prior to the expiration of its terms by giving thirty (30) days' written notice to the other party. Prior to termination of COACH, UNIVERSITY shall notify the President of the University of Louisiana System. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best

interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Assistant Baseball Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings Coach into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair Coach's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates this Agreement *without cause* prior to the expiration of its Term, COACH shall be entitled to the remaining base salary COACH would have earned during the current fiscal year, not to exceed a total of two months base salary.

8.4 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the

remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The liquidated damages shall be due and payable to the UNIVERSITY in a lump sum within sixty (60) days of the date of termination.

8.5 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of programs and services. In the event of such termination, COACH will receive one (1) month notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY's sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.6 In lieu of termination for cause, and apart from any rights it may have under this Section 8.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY.

8.7 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, *etc.*, shall cease immediately upon the occurrence of any such event.

#### **9.0 Severability**

If any provision of the Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

**10.0 Force Majeure**

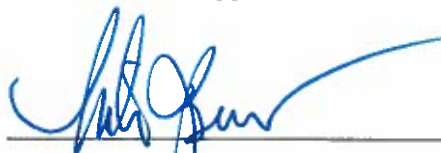
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

**11.0 Governing Law**

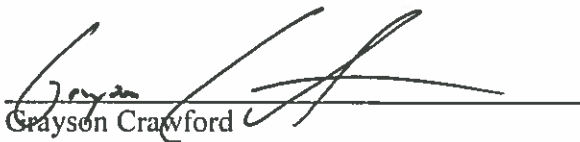
This agreement shall be governed by and construed under the laws of the State of Louisiana.

**12.0 Entire Agreement**

This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, offer letters, letters of appointment, and/or memoranda of understanding.



Nick J. Bruno, Ph.D.  
PRESIDENT  
UNIVERSITY OF LOUISIANA AT MONROE



Grayson Crawford  
ASSISTANT BASEBALL COACH  
UNIVERSITY OF LOUISIANA AT MONROE

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Dr. Jim Henderson  
PRESIDENT  
UNIVERSITY OF LOUISIANA SYSTEM

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**ATHLETIC COMMITTEE**

**February 22, 2018**

**Item F.11. University of Louisiana at Monroe's request for approval of contractual amendments with Mr. Matt Viator, Head Football Coach, effective January 29, 2018.**

**EXECUTIVE SUMMARY**

The proposed amendments allow the University to extend the term of the agreement to December 31, 2020; to assign Coach to other positions with different duties during the term of this agreement; and if Coach terminates agreement without cause to become employed as a football coach, then Coach shall be liable to the University for either the remaining base salary that Coach would have earned during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of contractual amendments with Mr. Matt Viator, Head Football Coach, effective January 29, 2018.***

University of  
**LOUISIANA**  
Monroe

F 1 1

**Office of the President**

700 University Avenue • Monroe, LA 71209-3000  
Phone: 318.342.1010 • Fax: 318.342.1019

January 29, 2018

Dr. James B. Henderson, President  
University of Louisiana System  
1201 Third Street, 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract extension for Mr. Matt Viator, Head Men's Football Coach, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.  
President

AMENDMENT TO CONTRACT OF EMPLOYMENT  
HEAD FOOTBALL COACH

STATE OF LOUISIANA

PARISH OF OUACHITA

This Employment Agreement, ("Agreement") is made and entered into on this 29<sup>th</sup> day of January, 2018, between University of Louisiana at Monroe, through its President (hereinafter referred to as the "ULM"), and Matt Viator (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (hereinafter referred to as "BOARD"), and therefore the terms and conditions set forth in this Agreement should not be considered a valid contract until approval is provided by the Board. University of Louisiana at Monroe Athletic Foundation, Inc. (hereinafter referred to as "ULMAF") joins in this agreement consenting to the obligations incurred by ULMAF.

This Agreement is a modification of that certain CONTRACT OF EMPLOYMENT for the HEAD FOOTBALL COACH dated February 1, 2016, and approved by the BOARD on March 16, 2016 (herein referred to as the "Original Contract" and incorporated by reference as if fully attached hereto). Unless specifically amended herein this Agreement, all other terms and conditions of the Original Contract remain as is.

1.0 Employment

**Paragraph 1.1 of the Original Contract is *amended to include* a reassignment clause after the first paragraph. Section 1.0 shall now read as follows.**

The UNIVERSITY does hereby employ COACH as Head Football Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to football, which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by UNIVERSITY through its President and Director of Athletics. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and

the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 11.2 of this contract.

## 2.0 Term

**Paragraph 2.1 of the Original Contract is *amended to change and extend the original contract end date of December 31, 2018 to December 31, 2020.* Paragraph 2.1 shall now read as follows.**

The term of this agreement is for a fixed period commencing on the 1<sup>st</sup> day of February, 2016, and terminating without further notice to COACH on the 31<sup>st</sup> day of December, 2020, unless extended under the terms of this agreement. For purposes of this agreement, contract year one shall commence February 1, 2016 and end December 31, 2016. Contract year two and each following contract year shall begin on January 1 and end December 31<sup>st</sup> of the current year.

## 3.0 Compensation

**Paragraph 3.1 of the Original Contract is *amended to change the payroll basis from monthly to bi-weekly.* Paragraph 3.1 shall now read as follows.**

Base Salary. In consideration of COACH 'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$350,000 for the term of this agreement, payable on a bi-weekly basis.

## 6.0 Employee Benefits

**Parts (a), (b), and (c) to Paragraph 6.2 of the Original Contract are *amended to change the payment basis from monthly to bi-weekly.* Each such part shall now read as follows.**



- (a) Annual housing allowance of \$40,000 to be paid in equal bi-weekly payments
- (b) Annual vehicle allowance in the amount of \$10,000 to be paid in equal bi-weekly payments
- (c) Monthly cell phone allowance of \$45 to be included on the COACH's bi-weekly payroll check

7.0 Outside Income – Subject to Compliance with Board Rules

**Paragraph 7.2 of the Original Contract is *deleted* to be consistent with final rules adopted by the NCAA eliminating the annual reporting of athletically related income from sources outside the University.**

11.0 Termination

**Paragraph 11.1 of the Original Contract is *amended to insert* a cessation of compensation and benefits statement after the first paragraph. Paragraph 11.1 shall now read as follows.**

Either party may terminate this agreement *without* just cause prior to the expiration of its terms by giving thirty (30) days' written notice to the other party. Prior to termination of COACH, UNIVERSITY shall notify the President of the University of Louisiana System. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

**Paragraph 11.2 of the Original Contract is *deleted and replaced* with the following language:**

COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of

the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Football Coach: violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University. (ii) brings Coach into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair Coach's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

**Paragraph 11.3 of the Original Contract is *deleted and replaced* with the following language.**

The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates this contract *without cause* prior to the expiration of its term, the UNIVERSITY, at its option, shall pay COACH the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, *or a sum equivalent to six months of base salary, whichever is less; OR* reassign COACH to another suitable position at the UNIVERSITY for the remainder of the current fiscal year in lieu of the payout described in this paragraph. If the payout option is chosen by the UNIVERSITY, such funds shall be paid from the current fiscal year funding

to COACH in a lump sum within sixty (60) days from the effective date of the termination or in monthly installments until such amount is paid in full at the sole discretion of the UNIVERSITY.

**Paragraph 11.4 of the Original Contract is *deleted and replaced* with the following language.**

In the event that the COACH terminates this Agreement to become employed as a football coach, then COACH shall be liable to the UNIVERSITY for *either* the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year. *or* a sum equivalent to six months of base salary, *whichever is less*. The liquidated damages shall be due and payable in a lump sum within sixty (60) days from the effective date of the termination.

**Paragraph 11.7. The Original Contract is *amended to add* Paragraph 11.7 to address other disciplinary sanctions other than termination. Paragraph 11.7 shall read as follows.**

In lieu of termination for cause, and apart from any rights it may have under this Section 11.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY, which shall not be exercised arbitrarily or capriciously.

**Paragraph 11.8. The Original Contract is *amended to add* Paragraph 11.8 to address cessation of compensation and benefits upon termination of the contract. Paragraph 11.8 shall read as follows.**

Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, *etc.*, shall cease immediately upon the occurrence of any such event.

THE PARTIES hereto have executed this Agreement on the day, month and year first above written.



Nick J. Bruno, Ph.D., President  
University of Louisiana at Monroe



Ron Bush  
President  
University of Louisiana Monroe Athletic Foundation



Matt Viator  
Head Football Coach

Approved by the Board of Supervisors for the University of Louisiana System  
at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Dr. Jim Henderson  
President

University of Louisiana System