

**AGENDA**  
**ATHLETIC COMMITTEE**  
**BOARD OF SUPERVISORS FOR THE**  
**UNIVERSITY OF LOUISIANA SYSTEM**  
**\*10:45 a.m., Thursday, October 25, 2018\*\***  
**Room 100, "Louisiana Purchase Room"**  
**Claiborne Conference Center**  
**1201 North Third Street**  
**Baton Rouge, Louisiana**

**MEMBERS:**

Dr. John Condos, Chair  
Mr. Virgil Robinson, Jr., Vice Chair  
Dr. Pamela Egan  
Mr. Shawn Murphy  
Ms. Elizabeth Pierre  
Mr. Mark Romero

- A. Call to Order
- B. Roll Call
- C. **Consent Agenda:**

**Board Agenda Item G.1.**

**Nicholls State University's** request for approval of a contract with Mr. Seth Thibodeaux, Head Baseball Coach, effective October 25, 2018.

**Board Agenda Item G.2.**

**Nicholls State University's** request for approval of a contract with Mr. Angel Santiago, Head Softball Coach, effective October 25, 2018.

**Board Agenda Item G.3.**

**Nicholls State University's** request for approval of a contract with Mrs. Mary "DoBee" Plaisance, Head Women's Basketball Coach, effective October 25, 2018.

**Board Agenda Item G.4.**

**University of Louisiana at Lafayette's** request for approval of a contract with Ms. Stephanie Vallejos, Head Women's Tennis Coach, effective July 1, 2018.

**Board Agenda Item G.5.**

**University of Louisiana at Lafayette's** request for approval of a contract with Mr. Mark Jeffery, Head Men's Tennis Coach, effective July 1, 2018.

**Board Agenda Item G.6.**

**University of Louisiana at Lafayette's** request for approval of a contract with Mr. Robert Marlin, Head Men's Basketball Coach, effective April 1, 2018.

**Board Agenda Item G.7.**

**University of Louisiana at Monroe's** request for approval of a contract with Ms. Molly Fichtner, Head Softball Coach, effective September 24, 2018.

D. Other Business

E. Adjournment

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

**ATHLETIC COMMITTEE**

**October 25, 2018**

**Item G.1.**     **Nicholls State University's** request for approval of a contract with Mr. Seth Thibodeaux, Head Baseball Coach, effective October 25, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2021, Coach's annual salary is \$81,000 per year. The base salary funded by the University is \$51,420 and \$29,580 funded by the Colonel Athletic Association (CAA). During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the CAA:

- \$2,000 if team wins conference regular season championship;
- \$2,000 if team wins Southland Conference Tournament Championship (in a year where Coach wins both regular season and tournament championship, only the tournament championship incentive would be applicable);
- \$1,000 if Southland Conference Coach of the Year;
- \$500 per victory in the NCAA Tournament;
- \$1,000 for a 40-win season.

In the event University terminates the contract without cause, Coach is entitled to \$20,000 for Year 1; \$15,000 for Year 2; and \$10,000 for Year 3. Amounts due for the year, which come due during the current fiscal year ending June 30, shall be paid by the University. The remaining amounts due, which come due beyond the current fiscal year, shall be funded solely by the Colonel Athletic Association. If Coach terminates agreement without cause to become employed as a baseball coach or staff member of any rank or standing with another institution, Coach would be liable to the University for liquidated damages of \$7,500.

**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 Nicholls State University's request for approval of a contract with Mr. Seth Thibodeaux, Head Baseball Coach, effective October 25, 2018.***



Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

G 1

September 28, 2018

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

**RECEIVED**

OCT 08 2018

**UNIVERSITY OF  
LOUISIANA SYSTEM**

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 25, 2018 meeting of the Board of Supervisors for the University of Louisiana System:

*Request for approval of a contract with Mr. Seth Thibodeaux, Head Baseball Coach, effective October 25, 2018.*

Thank you for your assistance in this matter.

Sincerely,

John Clune  
President

JC/jms

Enclosures

pc: Mr. Alex Arceneaux, Executive Vice President  
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs  
Dr. Todd Keller, Associate Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Mrs. Paulette Mayon, Internal Auditor  
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness

**CONTRACT OF EMPLOYMENT  
HEAD BASEBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

This agreement is made and entered into on the 25th day of October 2018, between Nicholls State University through its President, Dr. Jay Clune, and Mr. Seth Thibodeaux (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 Nicholls 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.

**1.0 Employment**

- 1.1 Nicholls State University (the "University") does hereby employ COACH as head baseball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to baseball (athletic program), 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 Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to Nicholls 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 the Nicholls State University President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties related to the baseball program and Nicholls State University's athletic program as the Director may assign.

- 1.4 COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH 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. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.
- 1.5 Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

## **2.0 Term**

- 2.1 The term of this agreement is for a fixed period commencing on the 25th day of October 2018, and terminating without further notice to COACH on the 30<sup>th</sup> day of June 2021, unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the Nicholls State University president and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Nicholls State University.
- 2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties, and approved by the Board.

### **3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University and the Colonel Athletic Association ("CAA") shall combine to pay COACH an annual base salary of Eighty One Thousand Dollars (\$81,000.00) per year for the term of this agreement, on a bi-weekly basis, as well as all related benefits, subject to applicable taxes. The total base salary shall be funded as follows: the sum of Fifty One Thousand Four Hundred Twenty Dollars (\$51,420.00) shall be funded directly by the University and the sum of Twenty Nine Thousand Five Hundred Eighty Dollars (\$29,580) shall be funded by the CAA and paid through the University to COACH.
- 3.2 COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH also may be subject to pay adjustments according to economic circumstances that affect all employees of the University in the unclassified staff service.
- 3.3 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 10.

### **4.0 Incentive Compensation**

- 4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These salary supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be funded by the Colonel Athletic Association (CAA) and paid

through University payroll.

- (a) \$2,000 – Regular Season Conference Championship
- (b) \$2,000 – Southland Conference Tournament Championship (in a year where COACH wins regular season and tournament championship, only the tournament championship incentive would apply)
- (c) \$1,000 – Conference "Coach of the Year" honors
- (d) \$500 - Per victory in the NCAA Tournament
- (e) \$1,000 - 40-win season

**4.2** Incentives for Head Coaches: COACH is eligible to participate and receive incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy "Nicholls State University Athletics Incentives for Head Coaches" where they do not conflict with the terms of this contract and as long as said policy remains in existence and is active.

## **5.0 Camps and Clinics**

**5.1** COACH may operate a camp for the teaching of athletic pursuits on the 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 the University.

**5.2** It is specifically agreed that in the operation of any private camp (LLC), 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.



- a) 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:
  - A. 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.
  - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- c) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- d) 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.
- e) 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.

## **6.0 Employee Benefits**

- 6.1 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 as provided by University.
- 6.2 For each Baseball season, COACH shall be entitled to a total of twelve (12) tickets per home Baseball game.

**7.0 Outside Income and/or Benefits-Subject to Compliance with Board Rules**

**7.1** The COACH shall be authorized to earn other income, revenue, and benefits while employed by the University. Such activities are independent of his 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 operation of baseball camps

and/or baseball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.

**7.2** COACH shall report annually in writing to the President through the Director on July 1<sup>st</sup> all athletically related income, revenue, and/or benefits from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2)

**8.0 Compliance with NCAA, Conference, University, System, and State Rules**

**8.1** In accordance with NCAA Constitution 11.2.1, 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 provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations.

**8.2** Coach shall cooperate with any NCAA investigation and agrees to submission to NCAA enforcement proceedings or adjudication in the event of their occurrence.

**8.3** COACH bears the responsibility of ensuring that the baseball team maintains at least the minimum APR threshold of 930. Increasing APR scores is a product of recruiting

academically ambitious student-athletes. It is the responsibility of the head coach to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum APR threshold is increased by the NCAA during the term of this Agreement, this paragraph will be amended to reflect the same.

**8.4** 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 she shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a positive image for the University.

## **9.0 Baseball Staff**

**9.1** COACH shall have the authority to select unclassified baseball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

**9.2** COACH is expected to supervise the baseball staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA Constitution 11.1.1.1, Responsibility of Head Coach., COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the COACH, and it is COACH's responsibility to promote an atmosphere of compliance within the baseball program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program.

## **10.0 Termination**

**10.1** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to

the termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

**10.2** COACH may be terminated by the Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies, or procedures, including the failure to report any such known violations by himself or his coaches or staff. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar days' regular pay in lieu of such notice. 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.

10.2.1 Coach may be terminated with cause for failure to promptly report to the University's Title IX coordinator or the Athletic Department's Senior Woman Administrator or law enforcement in the case of an emergency any illegal gender discrimination, sexual harassment, sexual assault, sexual exploitation, intimate partner violence, stalking, and or related retaliation.

**10.3** 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 the Contract, without cause, the COACH shall be entitled to the following:

-Year 1 of the contract: \$20,000

-Year 2: \$15,000.00

-Year 3: \$10,000.00

**Amounts listed above are not cumulative and COACH shall only be entitled to**

**the applicable amount noted above for the year in which an event of termination may occur.** Amounts due as liquidated damages which come due during the University's current fiscal year in which COACH is terminated without cause, ending June 30, shall be paid by the University, while all other amounts due shall be paid by the CAA. The liquidated damages shall be due and payable in the same manner as outlined in Section 3.1.


**10.4** In the event COACH terminates the Contract without cause during the contract to become a baseball coach or staff member of any rank or standing with another institution, then, COACH would be liable to the University for liquidated damages of Seven Thousand Five Hundred Dollars (\$7,500). The liquidated damages shall be due and payable within sixty (60) days from the date of the termination. If COACH terminates the contract for health of personal reasons, then COACH shall have no responsibility, obligation, or liability to the University.


**10.5** COACH may be terminated at any time due to 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.

## **11.0 Fundraising**

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

Thus Agreed To, by and between the herein named parties, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

  
\_\_\_\_\_  
Dr. Jay Clune  
President, Nicholls State University

  
\_\_\_\_\_  
Mr. Seth Thibodeaux  
Nicholls State University Head Baseball Coach

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

\_\_\_\_\_  
Secretary – Board of Supervisors

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

**ATHLETIC COMMITTEE**

**October 25, 2018**

**Item G.2.** Nicholls State University's request for approval of a contract with Mr. Angel Santiago, Head Softball Coach, effective October 25, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 15, 2021, Coach's annual salary is \$64,990 per year. The base salary funded by the University is \$45,990 and \$19,000 funded by the Colonel Athletic Association (CAA). During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the CAA:

- \$2,000 if team wins conference regular season championship;
- \$2,000 if team wins Southland Conference Tournament Championship (in a year where Coach wins both regular season and tournament championship, only the tournament championship incentive would be applicable);
- \$1,000 if Southland Conference Coach of the Year;
- \$500 per victory in the NCAA Tournament;
- \$1,000 for a 40-win season.

In the event University terminates the contract without cause, Coach is entitled to \$35,000 for Year 1; \$18,000 for Year 2; and \$10,000 for Year 3. Amounts due for the year, which come due during the current fiscal year ending June 30, shall be paid by the University. The remaining amounts due, which come due beyond the current fiscal year, shall be funded solely by the Colonel Athletic Association. If Coach terminates agreement without cause to become employed as a softball coach or staff member of any rank or standing with another institution, Coach would be liable to the University for liquidated damages of \$5,000.

**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 Nicholls State University's request for approval of a contract with Mr. Angel Santiago, Head Softball Coach, effective October 25, 2018.***



Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

G-2

September 28, 2018

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

**RECEIVED**  
OCT 08 2018  
UNIVERSITY OF  
LOUISIANA SYSTEM

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 25, 2018 meeting of the Board of Supervisors for the University of Louisiana System:

*Request for approval of a contract with Mr. Angel Santiago, Head Softball Coach, effective October 25, 2018.*

Thank you for your assistance in this matter.

Sincerely,

John Clune  
President

JC/jms

Enclosures

pc: Mr. Alex Arceneaux, Executive Vice President  
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs  
Dr. Todd Keller, Associate Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Mrs. Paulette Mayon, Internal Auditor  
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness



**CONTRACT OF EMPLOYMENT  
HEAD SOFTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

This agreement is made and entered into on the 25th day of October 2018, between Nicholls State University through its President, Dr. Jay Clune, and Mr. Angel Santiago (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 Nicholls 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.

**1.0 Employment**

- 1.1 Nicholls State University (the "University") does hereby employ COACH as head softball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to softball (athletic program), 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 Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to Nicholls 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 the Nicholls State University President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties related to the softball program and Nicholls State University's athletic program as the Director may assign.

- 1.4 COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH 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. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.
- 1.5 Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

## **2.0 Term**

- 2.1 The term of this agreement is for a fixed period commencing on the 25th day of October 2018, and terminating without further notice to COACH on the 15th day of June 2021, unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the Nicholls State University president and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Nicholls State University.
- 2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties, and approved by the Board.

### **3.0 Compensation**

- 3.1** In consideration of COACH'S services and satisfactory performance of this agreement, the University and the Colonel Athletic Association ("CAA") shall combine to pay COACH an annual base salary of Sixty Four Thousand Nine Hundred Ninety Dollars (\$64,990.00) per year for the term of this agreement, on a bi-weekly basis, as well as all related benefits, subject to applicable taxes. The total base salary shall be funded as follows: the sum of Forty Five Thousand Nine Hundred Ninety Dollars (\$45,990.00) shall be funded directly by the University and the sum of Nineteen Thousand Dollars (\$19,000) shall be funded by the CAA and paid through the University to COACH.
- 3.2** COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH also may be subject to pay adjustments according to economic circumstances that affect all employees of the University in the unclassified staff service.
- 3.3** 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 10.

### **4.0 Incentive Compensation**

- 4.1** During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These salary supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be funded by the Colonel Athletic Association (CAA) and paid

through University payroll.

- (a) \$2,000 – Regular Season Conference Championship
- (b) \$2,000 – Southland Conference Tournament Championship (in a year where COACH wins regular season and tournament championship, only the tournament championship incentive would apply)
- (c) \$1,000 – Conference "Coach of the Year" honors
- (d) \$500 - Per victory in the NCAA Tournament
- (e) \$1,000 - 40-win season

**4.2** Incentives for Head Coaches: COACH is eligible to participate and receive incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy "Nicholls State University Athletics Incentives for Head Coaches" where they do not conflict with the terms of this contract and as long as said policy remains in existence and is active.

## **5.0 Camps and Clinics**

- 5.1** COACH may operate a camp for the teaching of athletic pursuits on the 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 the University.
- 5.2** It is specifically agreed that in the operation of any private camp (LLC), 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:

- a) 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:
  - A. 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.
  - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- c) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- d) 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.
- e) 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.

## **6.0 Employee Benefits**

- 6.1** 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 as provided by University.
- 6.2** For each Softball season, and at any point when Softball becomes a ticketed sport during the term of this agreement, COACH shall be entitled to a total of twelve (6) tickets per home softball game.

**7.0 Outside Income and/or Benefits-Subject to Compliance with Board Rules**

**7.1** The COACH shall be authorized to earn other income, revenue, and benefits while employed by the University. Such activities are independent of his 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 operation of softball camps and/or softball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.

**7.2** COACH shall report annually in writing to the President through the Director on July 1<sup>st</sup> all athletically related income, revenue, and/or benefits from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2)

**8.0 Compliance with NCAA, Conference, University, System, and State Rules**

**8.1** In accordance with NCAA Constitution 11.2.1, 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 provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations.

**8.2** Coach shall cooperate with any NCAA investigation and agrees to submission to NCAA enforcement proceedings or adjudication in the event of their occurrence.

**8.3** COACH bears the responsibility of ensuring that the softball team maintains at least

the minimum APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of the head coach to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum APR threshold is increased by the NCAA during the term of this Agreement, this paragraph will be amended to reflect the same.

**8.4** 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 positive image for the University.

## **9.0 Softball Staff**

**9.1** COACH shall have the authority to select unclassified softball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

**9.2** COACH is expected to supervise the softball staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA Constitution 11.1.1.1, Responsibility of Head Coach, COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the COACH, and it is COACH's responsibility to promote an atmosphere of compliance within the softball program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program.

## **10.0 Termination**

**10.1** Either party may terminate this agreement without just cause prior to the

expiration of its terms by giving (30) days written notice to the other party. Prior to the termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

**10.2** COACH may be terminated by the Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies, or procedures, including the failure to report any such known violations by himself or his coaches or staff. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar days' regular pay in lieu of such notice. 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.

10.2.1 Coach may be terminated with cause for failure to promptly report to the University's Title IX coordinator or the Athletic Department's Senior Woman Administrator or law enforcement in the case of an emergency any illegal gender discrimination, sexual harassment, sexual assault, sexual exploitation, intimate partner violence, stalking, and or related retaliation.

**10.3** 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 the Contract, without cause, the COACH shall be entitled to the following:

- Year 1 of the contract: \$35,000.00
- Year 2: \$18,000.00
- Year 3: \$10,000.00



**Amounts listed above are not cumulative and COACH shall only be entitled to the applicable amount noted above for the year in which an event of termination may occur.** Amounts due as liquidated damages which come due during the University's current fiscal year in which COACH is terminated without cause, ending June 30, shall be paid by the University, while all other amounts due shall be paid by the CAA. The liquidated damages shall be due and payable in the same manner as outlined in Section 3.1.

**10.4** In the event COACH terminates the Contract without cause during the contract to become a softball coach or staff member of any rank or standing with another institution, then, COACH would be liable to the University for liquidated damages of Five Thousand Dollars (\$5,000). The liquidated damages shall be due and payable within forty five (45) days from the date of the termination. If COACH terminates the contract for health of personal reasons, then COACH shall have no responsibility, obligation, or liability to the University.


**10.5** COACH may be terminated at any time due to 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.

## **11.0 Fundraising**

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

Thus Agreed To, by and between the herein named parties, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

  
\_\_\_\_\_  
Dr. Jay Clune  
President, Nicholls State University

 10/25/2018  
\_\_\_\_\_  
Mr. Angel Santiago  
Nicholls State University Head Softball Coach

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

\_\_\_\_\_  
Secretary - Board of Supervisors

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

**ATHLETIC COMMITTEE**

**October 25, 2018**

**Item G.3.**     **Nicholls State University's** request for approval of a contract with Ms. Mary "DoBee" Plaisance, Head Women's Basketball Coach, effective October 25, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through April 30, 2022, Coach's annual salary is \$109,980 per year. The base salary funded by the University is \$88,980 and \$21,000 funded by the Colonel Athletic Association (CAA). The CAA will pay Coach a vehicle allowance of \$4,200 annually. During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the CAA:

- \$3,000 if team wins conference regular season championship;
- \$5,000 if team wins Southland Conference Women's Basketball Tournament Championship (in a year where Coach wins both regular season and tournament championship, only the tournament championship incentive would be applicable);
- \$2,500 if Southland Conference Coach of the Year;
- \$2,500 per victory in the NCAA Tournament;
- \$2,000 for National Invitation Tournament appearance;
- \$1,000 per victory in the NIT;
- \$1,500 for a 20-win season.

In the event University terminates the contract without cause, Coach is entitled to \$75,000 for Year 1; \$50,000 for Year 2; \$35,000 for Year 3; and \$25,000 for Year 4. Amounts due for the year, which come due during the current fiscal year ending June 30, shall be paid by the University. The remaining amounts due, which come due beyond the current fiscal year, shall be funded solely by the Colonel Athletic Association. If Coach terminates agreement without cause to become employed as a basketball coach or staff member of any rank or standing with another institution, Coach would be liable to the University for liquidated damages of \$20,000.

**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 Nicholls State University's request for approval of a contract with Ms. Mary "DoBee" Plaisance, Head Women's Basketball Coach, effective October 25, 2018.***



**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 (F)

G 3

September 28, 2018

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

**RECEIVED**  
OCT 08 2018  
UNIVERSITY OF  
LOUISIANA SYSTEM

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 25, 2018 meeting of the Board of Supervisors for the University of Louisiana System:

*Request for approval of a contract with  
Mrs. Mary "DoBee" Plaisance, Head Women's Basketball Coach, effective October 25, 2018.*

Thank you for your assistance in this matter.

Sincerely,

John Clune  
President

JC/jms

Enclosures

pc: Mr. Alex Arceneaux, Executive Vice President  
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs  
Dr. Todd Keller, Associate Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Mrs. Paulette Mayon, Internal Auditor  
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness

**CONTRACT OF EMPLOYMENT  
HEAD WOMEN'S BASKETBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

This agreement is made and entered into on the 25th day of October 2018, between Nicholls State University through its President, Dr. Jay Clune, and Mrs. Mary "DoBee" Plaisance (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 Nicholls 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.

**1.0 Employment**

- 1.1 Nicholls State University (the "University") does hereby employ COACH as head women's basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to basketball (athletic program), 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 Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to Nicholls 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 the Nicholls State University President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties related to the women's basketball program and Nicholls State University's athletic program as the Director may assign.

1.4 COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH 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. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.

1.5 Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

## **2.0 Term**

2.1 The term of this agreement is for a fixed period commencing on the 25th day of October 2018, and terminating without further notice to COACH on the 30<sup>th</sup> day of April 2022, unless extended under the terms of this agreement.

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

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties, and approved by the Board.

### **3.0 Compensation**

- 3.1** In consideration of COACH'S services and satisfactory performance of this agreement, the University and the Colonel Athletic Association ("CAA") shall combine to pay COACH an annual base salary of One Hundred Nine Thousand Nine Hundred Eighty Dollars (\$109,980.00) per year for the term of this agreement, on a bi-weekly basis, as well as all related benefits, subject to applicable taxes. The total base salary shall be funded as follows: the sum of Eighty Eight Thousand Nine Hundred Eighty Dollars (\$88,980.00) shall be funded directly by the University and the sum of Twenty One Thousand Dollars (\$21,000) shall be funded by the CAA and paid through the University to COACH.
- 3.2** COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH also may be subject to pay adjustments according to economic circumstances that affect all employees of the University in the unclassified staff service.
- 3.3** The Colonel Athletic Association (CAA) will use best efforts to secure the use of a vehicle for COACH, or the CAA will pay COACH a vehicle allowance of \$4,200 annually, in monthly installments of \$350 each month throughout the term of this agreement.
- 3.4** 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 10.

### **4.0 Incentive Compensation**

- 4.1** During the time of employment as head coach, COACH will have the opportunity to

receive the following earned salary supplements/incentives. These salary supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be funded by the Colonel Athletic Association (CAA) and paid through University payroll.

- (a) \$3,000 – Regular Season Conference Championship
- (b) \$5,000 – Southland Conference Women’s Basketball Tournament Championship (in a year where COACH wins regular season and tournament championship, only the tournament championship incentive would apply)
- (c) \$2,500 – Conference "Coach of the Year" honors
- (d) \$2,500 - Per victory in the NCAA Tournament
- (e) \$2,000 – National Invitation Tournament appearance
- (f) \$1,000- Per victory in the NIT
- (g) \$1,500 - 20-win season

**4.2** Incentives for Head Coaches: COACH is eligible to participate and receive incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy "Nicholls State University Athletics Incentives for Head Coaches" where they do not conflict with the terms of this contract and as long as said policy remains in existence and is active.

## **5.0 Camps and Clinics**

**5.1** COACH may operate a camp for the teaching of athletic pursuits on the 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 the University.



**5.2** It is specifically agreed that in the operation of any private camp (LLC), 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:

- a) 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:
  - A. 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.
  - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- c) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- d) 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.
- e) 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.

## **6.0 Employee Benefits**

- 6.1** 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 as provided by University.
- 6.2** For each Women's Basketball season, COACH shall be entitled to a total of twelve

(12) tickets per home women's basketball game.

**7.0 Outside Income and/or Benefits-Subject to Compliance with Board Rules**

**7.1** The COACH shall be authorized to earn other income, revenue, and benefits while employed by the University. Such activities are independent of 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 her operation of basketball camps

and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.

**7.2** COACH shall report annually in writing to the President through the Director on July 1<sup>st</sup> all athletically related income, revenue, and/or benefits from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2)

**8.0 Compliance with NCAA, Conference, University, System, and State Rules**

**8.1** In accordance with NCAA Constitution 11.2.1, 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 provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations.

**8.2** Coach shall cooperate with any NCAA investigation and agrees to submission to NCAA enforcement proceedings or adjudication in the event of their occurrence.

**8.3** COACH bears the responsibility of ensuring that the women's basketball team

maintains at least the minimum APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of the head coach to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum APR threshold is increased by the NCAA during the term of this Agreement, this paragraph will be amended to reflect the same.

**8.4** 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 she shall at all times conduct herself in a manner that befits a University official and shall always attempt to create goodwill and a positive image for the University.

## **9.0 Women's Basketball Staff**

**9.1** COACH shall have the authority to select unclassified women's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

**9.2** COACH is expected to supervise the women's basketball staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA Constitution 11.1.1.1, Responsibility of Head Coach., COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the COACH, and it is COACH's responsibility to promote an atmosphere of compliance within the basketball program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program.

## **10.0 Termination**

**10.1** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to the termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

**10.2** COACH may be terminated by the Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies, or procedures, including the failure to report any such known violations by herself or her coaches or staff. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar days' regular pay in lieu of such notice. 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.

**10.2.1** Coach may be terminated with cause for failure to promptly report to the University's Title IX coordinator or the Athletic Department's Senior Woman Administrator or law enforcement in the case of an emergency any illegal gender discrimination, sexual harassment, sexual assault, sexual exploitation, intimate partner violence, stalking, and or related retaliation.

**10.3** 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 the Contract, without cause, the COACH shall be entitled to the following:

-Year 1 of the contract: \$75,000.00

-Year 2: \$50,000.00

-Year 3: \$35,000.00

-Year 4: \$25,000.00

**Amounts listed above are not cumulative and COACH shall only be entitled to the applicable amount noted above for the year in which an event of termination may occur.** Amounts due as liquidated damages which come due during the University's current fiscal year in which COACH is terminated without cause, ending June 30, shall be paid by the University, while all other amounts due shall be paid by the CAA. The liquidated damages shall be due and payable in the same manner as outlined in Section 3.1.

**10.4** In the event COACH terminates the Contract without cause during the contract to become a basketball coach or staff member of any rank or standing with another institution, then, COACH would be liable to the University for liquidated damages of Twenty Thousand Dollars (\$20,000). The liquidated damages shall be due and payable within ninety (90) days from the date of the termination. If COACH terminates the contract for health of personal reasons, then

COACH shall have no responsibility, obligation, or liability to the University.

**10.5** COACH may be terminated at any time due to 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.

## **11.0 Fundraising**

**11.1** All fundraising activities by COACH must be pre-approved by the Athletic Director

to ensure that such activities are in compliance with University policies.

Thus Agreed To, by and between the herein named parties, on this \_\_\_\_ day of \_\_\_\_\_, 2018.



Dr. Jay Clune  
President, Nicholls State University



Mrs. Mary "DoBee" Plaisance  
Nicholls State University Head Women's  
Basketball Coach

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

\_\_\_\_\_  
Secretary – Board of Supervisors

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

**ATHLETIC COMMITTEE**

**October 25, 2018**

**Item G.4. University of Louisiana at Lafayette's request for approval of a contract with Ms. Stephanie Vallejos, Head Women's Tennis Coach, effective July 1, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through May 30, 2019, Coach's annual salary is \$46,800, payable on a monthly basis. The University will provide an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960. The University of Louisiana at Lafayette Foundation will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$1,000 if the Women's Tennis Team wins either its Conference regular-season Women's Tennis team championship or its Conference Women's Tennis Team Championship;
- \$1,500 if the Women's Tennis Team wins both its Conference regular-season Women's Tennis team championship and its Conference Women's Tennis Team Championship;
- \$1,000 if the Women's Tennis Team appears in the NCAA Women's Tennis Team Championship;
- \$500 if a member of the Women's Tennis Team appears in the NCAA Women's Tennis Singles Championship;
- A payment equivalent to one monthly installment of Coach's then-current base salary if the Women's Tennis Team wins the NCAA Women's Tennis Team Championship;
- \$2,500 if a member of the Women's Tennis Team wins the NCAA Women's Tennis Singles Championship, or if members of the Women's Tennis Team win the NCAA Women's Tennis Doubles Championship (only one payment will be due even if members of the Women's Tennis Team win both the NCAA Women's Tennis Singles and Doubles Championship);
- \$2,000 if the Women's Tennis Team is ranked in the top 25 of the final Intercollegiate Tennis Association rankings;
- \$1,000 if Coach is named Coach of the Year by the Conference;

- \$3,000 if Coach is named National Coach by the Intercollegiate Tennis Association and;
- \$1,000 if University has not been notified the Women's Tennis Team has a cumulative Academic Performance Report (APR) average below 930, and either the tennis team earns an annual academic grade point average of 3.3 or above as reported to the Conference, or the graduation success rate of the tennis team as reported by the NCAA exceeds 80 percent.

In the event the University terminates the contract without cause, Coach shall be entitled to 75% of the base salary for the remainder of the contract term from the Foundation. In the event Coach terminates the contract, Coach would be liable to the Foundation for liquidated damages in the amount of \$10,000, but only if termination occurs within 12 months of the effective date of the contract.

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 Ms. Stephanie Vallejos, Head Women's Tennis Coach, effective July 1, 2018.*





University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

*Université des Acadiens*

October 4, 2018

G 4

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 of the attached contract between the University of Louisiana at Lafayette and Ms. Stephanie Vallejos, Head Women's Tennis Coach.

Please place this item on the agenda for the October 2018 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie  
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT  
HEAD WOMEN'S TENNIS COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** ("Contract") is made and effective the 1st day of July, 2018 ("Effective Date"), 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 STEPHANIE VALLEJOS ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, Coach has heretofore provided services to University as Head Coach of University's Women's Tennis Program (the "Women's Tennis Program"); and

**WHEREAS**, University and Coach mutually desire to continue such employment but under the terms of an employment contract;

**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 Coach as Head Coach of its Women's Tennis Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University's Director of Athletics ("Director"). Coach shall also be under the general supervision of President.
2. **Term**.
  - a. **Initial Term**. This Contract's term shall commence on Effective Date, and shall continue in effect until May 30, 2019 ("Initial Term").
  - b. **Automatic Extension**. The term of this Contract shall be automatically extended for one (1) additional year, expiring on May 30, 2020, if at any time during the Initial Term of this Contract the Women's Tennis Program (i) wins the Women's Tennis team championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), or (ii) appears in the National Collegiate Athletic Association (the "NCAA") Women's Tennis Team Championship. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition to Section 2(b), above, the parties may agree in writing to extend this Contract for an additional year for each year Director or Director's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 13 herein.
  - d. **Renewal.** This Contract is renewable for an additional term equivalent to the length of the Initial Term, following the expiration of the Initial Term and any applicable extensions as provided by Sections 2(b) and 2(c). Such renewal shall be solely at the option of University and subject to approval by Board and Coach, and shall not be automatic. If, after expiration of the Initial Term and any written term extensions thereof, University continues to accept Coach's services as Head Women's Tennis Coach without execution of a new contract or an amendment to extend or renew the term of this Contract, Coach's employment as Head Women's Tennis Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Women's Tennis Program and shall perform such other duties in the University athletic program as Director and/or President may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Women's Tennis Coach which are expressly assigned and/or inherent in such position.
  - b. Lead, direct, manage, promote, and supervise the Women's Tennis Program and its personnel in an effective manner to achieve the goals and objectives for the Women's Tennis Program as established by Director in consultation with Coach.
  - 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 Coach's primary duties as Head Women's Tennis Coach.
  - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
    - i. Carrying herself 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 her performance of her duties or will otherwise interfere with University's interest.

- e. Staff the Women's Tennis Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Utilize best efforts to ensure Women's Tennis 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 her recruitment, supervision, and coaching of the student-athlete members of the Women's Tennis Program.
- h. Lead public relations programs for the Women's Tennis Program and develop campus and community support for the Women's Tennis 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 Women's Tennis 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 state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
  - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
  - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Women's Tennis coaches, student-athlete members of the Women's Tennis Team, graduate assistants, and Women's Tennis operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
  - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Women's Tennis 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.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Forty-Six Thousand Eight Hundred Dollars and NO/100 (\$46,800.00), payable in equal monthly installments of Three Thousand Nine Hundred Dollars and NO/100 (\$3,900.00) 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. Coach shall receive all applicable State of Louisiana authorized general salary increases for which she is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In the event that this Contract is extended through May 30, 2020, pursuant to Section 2(b), above, Coach's Base Salary for the period of May 31, 2019, to May 30, 2020, shall not be less than Coach's base salary for the final year of the Initial Term.

**5. General Benefits.** Coach 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. Additional Benefits.** University shall also pay to Coach the following additional benefits which shall not be considered earnable compensation for the purpose of computation of retirement benefits:

- a. **Automobile Allowance.** Either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and if applicable, her spouse when appropriate, in performing her duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation. Spousal reimbursement may only be authorized when Coach's spouse is engaged in activities for the benefit of the University, including, but not limited to facilitating University events, meetings with donors, and otherwise furthering the development of the University and Women's Tennis Program. Any reimbursement pursuant to this Section 6(b) shall be subject to any and all University policies, any applicable Board

policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee; and

- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

## **7. Achievement Compensation.**

- a. **Head Coach Achievement Compensation.** During Coach's employment as Women's Tennis Coach, the Foundation shall pay to Coach from the Foundation's Unrestricted Athletic Funds all of the following Achievement Compensation payments which may apply per year of this Contract in recognition of Coach's efforts in contributing to the occurrence of each respective achievement:

- i. **Academic Achievement Compensation.** A payment of One Thousand Dollars and NO/100 (\$1,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Women's Tennis Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Women's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
2. The Women's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
3. The graduation success rate of the Women's Tennis Program as reported by the NCAA exceeds eighty (80%) percent.

- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply per Women's Tennis season:

1. One Thousand Dollars and NO/100 (\$1,000.00) if the Women's Tennis Team wins either its Conference regular-season Women's Tennis team championship or its Conference Women's Tennis Team Championship;
2. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Women's Tennis Team wins both its Conference regular-season Women's Tennis team championship and its Conference Women's Tennis Team Championship;
3. One Thousand Dollars and NO/100 (\$1,000.00) if the Women's Tennis Team appears in the NCAA Women's Tennis Team Championship;

4. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Women's Tennis Team appears in the NCAA Women's Tennis Singles Championship;
5. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Women's Tennis Team wins the NCAA Women's Tennis Team Championship;
6. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if a member of the Women's Tennis Team wins the NCAA Women's Tennis Singles Championship, or if members of the Women's Tennis Team win the NCAA Women's Tennis Doubles Championship (only one payment will be due even if members of the Women's Tennis Team win both the NCAA Women's Tennis Singles and Doubles Championship); and
7. Two Thousand Dollars and NO/100 (\$2,000.00) if the Women's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.

iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive all of the following which may apply:

1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by the Conference; and
2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.

b. **Assistant Coach Achievement Compensation.** University acknowledges the Women's Tennis Assistant Coaches and Director of Women's Tennis Operations (collectively, "Women's Tennis Assistants") will contribute valuably to the occurrence of the Women's Tennis Program's achievements. In recognition of such contributions, the Foundation shall issue to each paid Women's Tennis Assistant an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during the Women's Tennis Assistant's employment as a Women's Tennis Assistant. The Foundation shall issue such Achievement Compensation payments to the Women's Tennis Assistants from the Foundation's Unrestricted Athletic Funds. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.

c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.

- d. Notwithstanding the foregoing, no coach (including Coach and/or any Women's Tennis Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

**8. Compliance with Law, Policy, and Regulations.**

- a. Coach agrees to provide her services consistent with the terms and conditions of this Contract, 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, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Women's Tennis Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that she has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). Coach hereby stipulates that if she is found to be in violation of NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

**9. Camps and Clinics.** With prior approval of Director, President, and University's Vice President for Administration and Finance ("VPAF"), which approval shall not be unreasonably withheld, Coach may hold tennis camps and clinics on University tennis facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.

**10. Outside Income and/or Benefits.** Coach may receive income, revenue, and benefits from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits she receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom.

**11. Outside Employment.** Coach agrees that she shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President.

**12. Endorsement/Personal Gain.** Coach agrees that she shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor



shall she use her employee standing as Head Women's Tennis Coach for personal benefit or gain without prior written approval from President and compliance 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 Women's Tennis Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

**13. Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Women's Tennis season and from time to time as Director or Director's designee deems reasonably necessary and warranted.

**14. Termination by University.**

**a. Without Cause.**

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 14(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose.
- ii. Payment of liquidated damages under this Section 14(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of such liquidated damages, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach'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 Contract for just cause, including but not limited to:
  1. A material failure to comply with this Contract;
  2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
  3. A knowing failure to comply with a lawful directive from Director or President, or other insubordination;
  4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
  5. Condoning, failure to prevent, and/or failure to report any Women's Tennis Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Women's Tennis Program member, provided Coach knew or reasonably should have known of such violation;
  6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
  7. Prolonged absence from University without University's consent;
  8. Unacceptable performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
  9. A material failure to administer the Women's Tennis Program in conformity with sound fiscal management practices, including, but not limited to, a material failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University shall provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees her sole and exclusive remedy, if any, against University and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section 14. In no event shall either University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of her duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Ten Thousand Dollars and NO/100 (\$10,000.00), but only if such a termination occurs within twelve (12) months following the Effective Date of this Contract.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

**16. Automatic Termination.** This Contract shall automatically terminate upon Coach'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 Coach's ability to perform the essential functions and duties as Head Women's Tennis Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs,

legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.

**17. Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the 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 military or veteran status, and shall comply with all federal and state regulations and University policies, and shall require and encourage her staff to participate in training programs offered by University. Furthermore, Coach shall be responsible for and shall require her staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

**18. 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 Coach at University whether as Head Women's Tennis Coach or in any other employment capacity.

**19. Miscellaneous.**

- a. This Contract 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.
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract 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.
- e. If any provision of this Contract shall be adjudicated 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.
- f. Coach agrees as a condition of her 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 as soon as she is made aware of the conviction but in any event not later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

- g. University may cancel this Contract 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.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits she receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- k. Coach acknowledges she has read and understands the foregoing provisions of this Contract; she has been afforded the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and she agrees to abide by this Contract and the terms and conditions set forth herein.

**20. 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 Coach, 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 Coach shall be sent to:

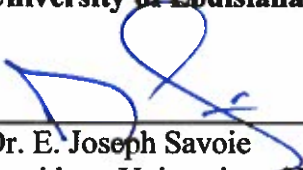
**Coach:**  
 Stephanie Vallejos  
 201 Settlers Trace Blvd. #4213  
 Lafayette, LA 70508

*[Remainder of page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

**Board of Supervisors of the  
University of Louisiana System**

**Stephanie Vallejos, Coach**

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

  
\_\_\_\_\_

10/15/18  
\_\_\_\_\_  
Date

10/9/18  
\_\_\_\_\_  
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

**ANCILLARY AGREEMENT TO  
CONTRACT FOR EMPLOYMENT  
HEAD WOMEN'S TENNIS COACH**

**STATE OF LOUISIANA**

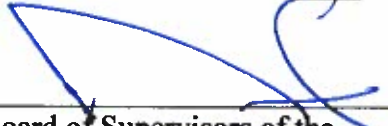
**PARISH OF LAFAYETTE**

This is an Ancillary 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 Stephanie Vallejos ("Coach").


The Foundation desires to assist and aid University in the employment of Coach for the position of Head Women's Tennis Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6(b), 7, 14, 15, and 16 of the Contract of Employment for Head Women's Tennis Coach ("Contract"). Any and all sums the Foundation owes pursuant to such agreement shall be paid from Unrestricted Athletic Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 6(b), 7, 14, 15, and 16. No other terms of the Contract shall obligate or bind the Foundation.

The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract.

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


  
\_\_\_\_\_  
Board of Supervisors of the  
University of Louisiana System  
By: Dr. E. Joseph Savoie

*MSB* Date

  
\_\_\_\_\_  
Stephanie Vallejos

*10/9/18*

Date

  
\_\_\_\_\_  
University of Louisiana at Lafayette  
Foundation  
By: Wayne Elmore, Chairman

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

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

**ATHLETIC COMMITTEE**

**October 25, 2018**

**Item G.5. University of Louisiana at Lafayette's request for approval of a contract with Mr. Mark Jeffrey, Head Men's Tennis Coach, effective July 1, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through May 30, 2020, Coach's annual salary is \$60,000, payable on a monthly basis. The University will provide an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960. The University of Louisiana at Lafayette Foundation will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$1,000 if the Men's Tennis Team wins either its Conference regular-season Men's Tennis team championship or its Conference Men's Tennis Team Championship;
- \$1,500 if the Men's Tennis Team wins both its Conference regular-season Men's Tennis team championship and its Conference Men's Tennis Team Championship;
- \$1,000 if the Men's Tennis Team appears in the NCAA Men's Tennis Team Championship;
- \$500 if a member of the Men's Tennis Team appears in the NCAA Men's Tennis Singles Championship;
- A payment equivalent to one monthly installment of Coach's then-current base salary if the Men's Tennis Team wins the NCAA Men's Tennis Team Championship;
- \$2,500 if a member of the Men's Tennis Team wins the NCAA Men's Tennis Singles Championship, or if members of the Men's Tennis Team win the NCAA Men's Tennis Doubles Championship (only one payment will be due even if members of the Men's Tennis Team win both the NCAA Men's Tennis Singles and Doubles Championship);
- \$2,000 if the Men's Tennis Team is ranked in the top 25 of the final Intercollegiate Tennis Association rankings;
- \$1,000 if Coach is named Coach of the Year by the Conference;



- \$3,000 if Coach is named National Coach by the Intercollegiate Tennis Association and;
- \$1,000 if University has not been notified the Men's Tennis Team has a cumulative Academic Performance Report (APR) average below 930, and either the tennis team earns an annual academic grade point average of 3.3 or above as reported to the Conference, or the graduation success rate of the tennis team as reported by the NCAA exceeds 80 percent.

In the event the University terminates the contract without cause, Coach shall be entitled to 75% of the base salary for the remainder of the contract term from the Foundation. In the event Coach terminates the contract, Coach would be liable to the Foundation for liquidated damages in the amount of \$10,000, but only if termination occurs within 12 months of the effective date of the contract.

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. Mark Jeffrey, Head Men's Tennis Coach, effective July 1, 2018.***



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

October 4, 2018

*Université des Acadiens*

G 5

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 of the attached contract between the University of Louisiana at Lafayette and Mr. Mark Jeffrey, Head Men's Tennis Coach.

Please place this item on the agenda for the October 2018 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie  
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT  
HEAD MEN'S TENNIS COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** ("Contract") is made and effective the 1st day of July, 2018 ("Effective Date"), 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 MARK JEFFREY ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, Coach has heretofore provided services to University as Head Coach of University's Men's Tennis Program (the "Men's Tennis Program"); and

**WHEREAS**, University and Coach mutually desire to continue such employment but under the terms of an employment contract;

**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 Coach as Head Coach of its Men's Tennis Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University's Director of Athletics ("Director"). Coach shall also be under the general supervision of President.
2. **Term**.
  - a. **Initial Term**. This Contract's term shall commence on Effective Date, and shall continue in effect until May 30, 2020 ("Initial Term").
  - b. **Automatic Extension**. The term of this Contract shall be automatically extended for one (1) additional year, expiring on May 30, 2021, if at any time during the Initial Term of this Contract the Men's Tennis Program (i) wins the Men's Tennis team championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), or (ii) appears in the National Collegiate Athletic Association (the "NCAA") Men's Tennis Team Championship. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition to Section 2(b), above, the parties may agree in writing to extend this Contract for an additional year for each year Director or Director's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 13 herein.
  - d. **Renewal.** This Contract is renewable for an additional term equivalent to the length of the Initial Term, following the expiration of the Initial Term and any applicable extensions as provided by Sections 2(b) and 2(c). Such renewal shall be solely at the option of University and subject to approval by Board and Coach, and shall not be automatic. If, after expiration of the Initial Term and any written term extensions thereof, University continues to accept Coach's services as Head Men's Tennis Coach without execution of a new contract or an amendment to extend or renew the term of this Contract, Coach's employment as Head Men's Tennis Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Men's Tennis Program and shall perform such other duties in the University athletic program as Director and/or President may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Men's Tennis Coach which are expressly assigned and/or inherent in such position.
  - b. Lead, direct, manage, promote, and supervise the Men's Tennis Program and its personnel in an effective manner to achieve the goals and objectives for the Men's Tennis Program as established by Director in consultation with Coach.
  - 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 Coach's primary duties as Head Men's Tennis Coach.
  - d. Maintain the high moral and ethical standards commonly expected of Coach 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 Men's Tennis Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Utilize best efforts to ensure Men's Tennis 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 Men's Tennis Program.
- h. Lead public relations programs for the Men's Tennis Program and develop campus and community support for the Men's Tennis 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 Men's Tennis 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 state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
  - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
  - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Men's Tennis coaches, student-athlete members of the Men's Tennis Team, graduate assistants, and Men's Tennis operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
  - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Men's Tennis 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.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Sixty Thousand Dollars and NO/100 (\$60,000.00), payable in equal monthly installments of Five Thousand Dollars and NO/100 (\$5,000.00) 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. Coach 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 Contract was amended to incorporate same.
- b. In the event that this Contract is extended through May 30, 2021, pursuant to Section 2(b), above, Coach's Base Salary for the period of May 31, 2020, to May 30, 2021, shall not be less than Coach's base salary for the final year of the Initial Term.

**5. General Benefits.** Coach 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. Additional Benefits.** University shall also pay to Coach the following additional benefits which shall not be considered earnable compensation for the purpose of computation of retirement benefits:

- a. **Automobile Allowance.** Either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and if applicable, his spouse when appropriate, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation. Spousal reimbursement may only be authorized when Coach's spouse is engaged in activities for the benefit of the University, including, but not limited to facilitating University events, meetings with donors, and otherwise furthering the development of the University and Men's Tennis Program. Any reimbursement pursuant to this Section 6(b) shall be subject to any and all University policies, any applicable Board policies,

and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee; and

- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

## 7. **Achievement Compensation.**

- a. **Head Coach Achievement Compensation.** During Coach's employment as Men's Tennis Coach, the Foundation shall pay to Coach from the Foundation's Unrestricted Athletic Funds all of the following Achievement Compensation payments which may apply per year of this Contract in recognition of Coach's efforts in contributing to the occurrence of each respective achievement:

- i. **Academic Achievement Compensation.** A payment of One Thousand Dollars and NO/100 (\$1,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Men's Tennis Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
2. The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
3. The graduation success rate of the Men's Tennis Program as reported by the NCAA exceeds eighty (80%) percent.

- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply per Men's Tennis season:

1. One Thousand Dollars and NO/100 (\$1,000.00) if the Men's Tennis Team wins either its Conference regular-season Men's Tennis team championship or its Conference Men's Tennis Team Championship;
2. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Men's Tennis Team wins both its Conference regular-season Men's Tennis team championship and its Conference Men's Tennis Team Championship;
3. One Thousand Dollars and NO/100 (\$1,000.00) if the Men's Tennis Team appears in the NCAA Men's Tennis Team Championship;

4. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men's Tennis Team appears in the NCAA Men's Tennis Singles Championship;
5. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Men's Tennis Team wins the NCAA Men's Tennis Team Championship;
6. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if a member of the Men's Tennis Team wins the NCAA Men's Tennis Singles Championship, or if members of the Men's Tennis Team win the NCAA Men's Tennis Doubles Championship (only one payment will be due even if members of the Men's Tennis Team win both the NCAA Men's Tennis Singles and Doubles Championship); and
7. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.

iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive all of the following which may apply:

1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by the Conference; and
2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.

b. **Assistant Coach Achievement Compensation.** University acknowledges the Men's Tennis Assistant Coaches and Director of Men's Tennis Operations (collectively, "Men's Tennis Assistants") will contribute valuably to the occurrence of the Men's Tennis Program's achievements. In recognition of such contributions, the Foundation shall issue to each paid Men's Tennis Assistant an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during the Men's Tennis Assistant's employment as a Men's Tennis Assistant. The Foundation shall issue such Achievement Compensation payments to the Men's Tennis Assistants from the Foundation's Unrestricted Athletic Funds. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.

c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.



- d. Notwithstanding the foregoing, no coach (including Coach and/or any Men's Tennis Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

**8. Compliance with Law, Policy, and Regulations.**

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, 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, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Men's Tennis Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

- 9. Camps and Clinics.** With prior approval of Director, President, and University's Vice President for Administration and Finance ("VPAF"), which approval shall not be unreasonably withheld, Coach may hold tennis camps and clinics on University tennis facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.

- 10. Outside Income and/or Benefits.** Coach may receive income, revenue, and benefits from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom.

- 11. Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President.

- 12. Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall

he use his employee standing as Head Men's Tennis Coach for personal benefit or gain without prior written approval from President and compliance 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 Men's Tennis Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

**13. Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Men's Tennis season and from time to time as Director or Director's designee deems reasonably necessary and warranted.

**14. Termination by University.**

**a. Without Cause.**

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 14(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose.
- ii. Payment of liquidated damages under this Section 14(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of such liquidated damages, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach'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 Contract for just cause, including but not limited to:
  1. A material failure to comply with this Contract;
  2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
  3. A knowing failure to comply with a lawful directive from Director or President, or other insubordination;
  4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
  5. Condoning, failure to prevent, and/or failure to report any Men's Tennis Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Men's Tennis Program member, provided Coach knew or reasonably should have known of such violation;
  6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
  7. Prolonged absence from University without University's consent;
  8. Unacceptable performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
  9. A material failure to administer the Men's Tennis Program in conformity with sound fiscal management practices, including, but not limited to, a material failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or

otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University shall provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against University and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section 14. In no event shall either University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Ten Thousand Dollars and NO/100 (\$10,000.00), but only if such a termination occurs within twelve (12) months following the Effective Date of this Contract.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

**16. Automatic Termination.** This Contract shall automatically terminate upon Coach'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 Coach's ability to perform the essential functions and duties as Head Men's Tennis Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.

**17. Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the 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 military 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, Coach shall be responsible for and shall require his staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

**18. 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 Coach at University whether as Head Men's Tennis Coach or in any other employment capacity.

**19. Miscellaneous.**

- a. This Contract 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.
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract 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.
- e. If any provision of this Contract shall be adjudicated 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.
- f. Coach 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 as soon as he is made aware of the conviction but in any event not later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract 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.

- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

**20. 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 Coach, 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 Coach shall be sent to:

***Coach:***

Mark Jeffrey  
115 Kellogg Avenue  
Lafayette, LA 70506

*[Remainder of page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

**Board of Supervisors of the  
University of Louisiana System**

**Mark Jeffrey, Coach**

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

  
\_\_\_\_\_

10/15/18  
\_\_\_\_\_  
Date

10/2/18  
\_\_\_\_\_  
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

**ANCILLARY AGREEMENT TO  
CONTRACT FOR EMPLOYMENT  
HEAD MEN'S TENNIS COACH**

**STATE OF LOUISIANA**

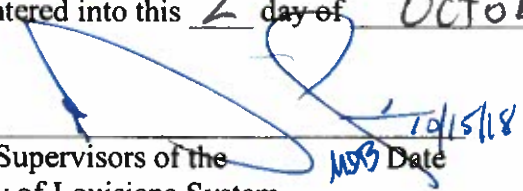
**PARISH OF LAFAYETTE**

This is an Ancillary 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 Mark Jeffrey ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Men's Tennis Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6(b), 7, 14, 15, and 16 of the Contract of Employment for Head Men's Tennis Coach ("Contract"). Any and all sums the Foundation owes pursuant to such agreement shall be paid from Unrestricted Athletic Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 6(b), 7, 14, 15, and 16. No other terms of the Contract shall obligate or bind the Foundation.

The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract.


Entered into this 2 day of October, 2018.

  
Board of Supervisors of the  
University of Louisiana System  
By: Dr. E. Joseph Savoie

10/15/18  
Date

  
Mark Jeffrey

10/2/18  
Date

  
University of Louisiana at Lafayette      Date  
Foundation  
By: Wayne Elmore, Chairman

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**

**October 25, 2018**

**Item G.6. University of Louisiana at Lafayette's request for approval of a contract with Mr. Robert Marlin, Head Men's Basketball Coach, effective April 1, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed five-year agreement effective through March 31, 2022, Coach's salary for each year is \$202,476, payable in equal monthly installments. In addition, the contract provides that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay Coach a premium benefit of \$350,000 annually, payable in monthly installments of \$22,916. On April 1, 2019 and continuing each April 1 of the contract term, this benefit will increase by \$30,000. Payment of this premium benefit is contingent upon Coach making reasonable efforts to appear on radio and television programs during the basketball season including game broadcasts or telecasts, pre-game and post-game shows and Coach's shows.

Coach shall be provided with the use of a vehicle provided by an automobile dealership or a car allowance in the amount of \$6,000 per year and a cell phone allowance of \$960 per year, payable by the University. The agreement also stipulates that the University of Louisiana at Lafayette Foundation (Foundation), through designated athletic fund accounts, shall pay supplemental compensation and other benefits for the following events or occurrences:

- \$25,000 if the Men's Basketball team wins or co-wins the regular season Conference Championship or the Conference tournament, with the maximum amount payable pursuant to this section being \$25,000;
- \$20,000 if the Men's Basketball team appears in the NCAA Men's Basketball Tournament without winning or co-winning the regular season Conference Championship or the Conference tournament;
- \$5,000 for each game the Men's Basketball Team wins during the first two rounds of the NCAA Men's Basketball Tournament;
- \$20,000 if the Men's Basketball Team reaches the Elite Eight round of the NCAA Men's Basketball Tournament;
- \$25,000 if the Men's Basketball Team reaches the Final Four round of the NCAA Men's Basketball Tournament;

- \$10,000 if the Men's Basketball team appears in the National Invitational Tournament without winning or co-winning the regular season Conference Championship or the Conference tournament;
- \$20,000 if the Men's Basketball team wins the National Invitational Tournament;
- \$10,000 if Coach is named Coach of the Year by the Conference;
- \$7,500 if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
- \$7,500 if Coach is named Louisiana Major College Coach of the Year by the Louisiana Association of Basketball Coaches;
- \$30,000 if Coach is named the National Coach of the Year by the National Association of Basketball Coaches, Naismith College Coach of the Year by the Atlanta Tipoff Club, or the College Basketball Coach of the Year by the Associated Press; however, only one payment shall be due under this section even if Coach is named the recipient of more than one award set forth herein;
- University shall match Coach's contributions from Foundation funds to the Louisiana Student Tuition Assistance and Revenue Trust Saving Program for each of Coach's minor children, up to a maximum of \$2,400 per year;
- University shall deposit \$55,000 from Foundation funds to an interest-bearing annuity on Coach's behalf at the end of each year of the contract term.

If the University terminates the agreement without just cause, the Foundation will be liable for liquidated damages as follows:

- \$825,000 if such termination occurs on or before March 31, 2019;
- \$650,000 if such termination occurs after March 31, 2019, but on or before March 31, 2020;
- \$475,000 if such termination occurs after March 31, 2020, but on or before March 31, 2021;
- \$300,000 if such termination occurs after March 31, 2021, but on or before March 31, 2022; or
- An amount equivalent to the base salary and contingent premium benefit remaining to be paid under the remaining term of this contract, including the initial term and any extensions thereof, if such termination occurs any time after March 31, 2022;

- Liquidated damages shall be offset and reduced on a monthly basis by the gross compensation earned by Coach in any manner;
- Liquidated damages shall be funded by the University of Louisiana at Lafayette Foundation Athletic Accounts.

Coach shall pay to Foundation a liquidated damages payment as follows:

- \$400,000 if such termination occurs on or before March 31, 2019;
- \$300,000 if such termination occurs after March 31, 2019, but on or before March 31, 2020;
- \$225,000 if such termination occurs after March 31, 2020, but on or before March 31, 2021; or
- \$150,000 if such termination occurs after March 31, 2021, but on or before March 31, 2022.

The University and the University of Louisiana at Lafayette 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. Robert Marlin, Head Men's Basketball Coach, effective April 1, 2018.



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

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(337) 482-6203  
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*Université des Acadiens*

October 4, 2018

G 6

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 of the attached new contract between the University of Louisiana at Lafayette and Mr. Robert Marlin, Head Men's Basketball Coach.

Please place this item on the agenda for the October 2018 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savote  
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT  
HEAD MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** ("Contract") is made and effective the 1st day of April, 2018 ("Effective Date"), 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 ROBERT MARLIN ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, Coach has provided services to University as Head Coach of University's Men's Basketball Program (the "Men's Basketball Program") pursuant to the terms and conditions of a certain Contract of Employment dated July 23, 2015 (the "Prior Agreement"), by and between the Board and Coach, with the term of the Prior Agreement ending on March 31, 2020;

**WHEREAS**, University desires to continue to employ Coach as Head Coach of the Men's Basketball Program, and Coach desires to continue to be employed by University in such capacity, pursuant to certain terms and conditions which are substantially different than those set forth in the Prior Agreement;

**WHEREAS**, in lieu of amending the Prior Agreement, the parties desire to mutually terminate the Prior Agreement as of March 31, 2018, without penalty or exposure to liquidated damages, severance payments, termination payments, or retention incentive payments, and to replace the Prior Agreement in its entirety with this Contract, which the parties agree shall supersede the Prior Agreement;

**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 mutually terminate the Prior Agreement as of March 31, 2018, pursuant to Section 18(C) of the Prior Agreement, with neither party liable for liquidated damages, and the parties hereby agree as follows:

1. **Employment.** University hereby employs Coach as Head Coach of its Men's Basketball Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University's Director of Athletics ("Director"). Coach shall also be under the general supervision of President.

2. **Term.**

- a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect for an initial term of four (4) years, terminating on March 31, 2022 ("Initial Term").
- b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on March 31, 2023, if at any time during the Initial Term of this Contract University's Men's Basketball Program (i) wins the regular-season Men's Basketball championship of the Sun Belt Conference or any other conference of which University may become a member during the Initial Term of the Contract (the "Conference"), (ii) wins the Conference Men's Basketball Tournament, or (iii) appears in the National Collegiate Athletic Association (the "NCAA") Men's Basketball Tournament pursuant to an at-large appearance. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.
- c. **Extension by Agreement.** In addition to Section 2(b), above, the parties may mutually agree in writing by March 31, 2019, and by March 31 of each subsequent contract year thereafter, to extend this Contract for one (1) additional year for each year Director or Director's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 16 herein.
- d. **Renewal.** This Contract is renewable for an additional four-year term following the expiration of the Initial Term and any applicable extensions as provided by Sections 2(b) and 2(c). Such renewal shall be solely at the option of University and subject to approval by Board and Coach, and shall not be automatic. If, after expiration of the Initial Term and any written term extensions thereof, University continues to accept Coach's services as Head Men's Basketball Coach without execution of a new contract or an amendment to extend or renew the term of this Contract, Coach's employment as Head Men's Basketball Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall manage and supervise the Men's Basketball Program and shall perform such other duties in the University athletic program as Director and/or President may reasonably assign, so long as such duties are generally consistent with those duties typically performed by Division I head Men's Basketball coaches. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Head Men's Basketball Coach which are expressly assigned and/or inherent in such position.
- b. Lead, direct, manage, promote, and supervise the Men's Basketball Program and its personnel in an effective manner to achieve the goals and objectives for the Men's Basketball Program as established by Director in consultation with Coach.

- 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 Coach's primary duties as Head Men's Basketball Coach.
- d. Maintain the high moral and ethical standards commonly expected of Coach 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 court, 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 Men's Basketball Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Utilize best efforts to ensure Men's Basketball 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 Men's Basketball Program.
- h. Lead public relations programs for the Men's Basketball Program and develop campus and community support for the Men's Basketball 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 Men's Basketball 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 state and federal laws, as well as all policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:

- i. Understanding and observing NCAA Regulation 11.1.1.1, providing “[a]n institution’s head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution’s head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach”;
  - ii. Implementing education and monitoring programs to ensure all persons under Coach’s supervision (including without limitation, assistant Men’s Basketball coaches, student-athlete members of the Men’s Basketball team, graduate assistants, and Men’s Basketball operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
  - iii. Immediately informing University’s Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Use best efforts to ensure the Men’s Basketball 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.

**4. Base Salary.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Two Thousand Four Hundred Seventy-Six Dollars and NO/100 (\$202,476.00), payable in equal monthly installments 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. Coach 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 Contract was amended to incorporate same.
- b. In the event that this Contract is extended through March 31, 2023, pursuant to Section 2(b), above, Coach’s base salary for the period of April 1, 2022 to March 31, 2023, shall not be less than Coach’s base salary for the final year of the Initial Term.

**5. General Benefits.** Coach 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. College Tuition Plan Contributions.** University shall match Coach’s contributions, up to the amount of Two Thousand Four Hundred Dollars and NO/100 (\$2,400.00) per year



during the term of this Contract, to the Student Tuition Assistance and Revenue Trust Savings Program, administered by the Louisiana Office of Student Financial Assistance, under the direction of the Louisiana Tuition Trust Authority, for each of Coach's minor children. Coach shall be required to provide documentation to University of his annual contributions by December 31 of each year of this Contract; University shall then issue its contributions as soon as reasonably practical thereafter. In the event that Coach's child reaches the age of majority in any year, University's contribution shall be prorated through the month during which the child reaches the age of majority. University shall have no obligation to pay any year's contribution in the event that this Contract is terminated for any reason prior to December 31 of the year of termination. University's contributions shall be paid from Foundation Athletic Fund Accounts.

7. **Additional Benefits.** University shall also pay to Coach the following additional benefits which shall not be considered earnable compensation for the purpose of computation of retirement benefits:

- a. **Automobile Allowance.** Either (i) use of a new automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and his spouse when appropriate, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation from its Unrestricted Athletic Funds. Such reimbursement may only be authorized for the Coach's spouse for purposes of University engagement and activities with athletic supporters and alumni. Any such reimbursement pursuant to this Section 7(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee; and
- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

8. **Contingent Premium Benefit.**

- a. In addition to the above salary, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, supplemental compensation of Three Hundred Fifty Thousand Dollars and NO/100 (\$350,000.00), during the initial year of this contract, payable in equal monthly installments. On April 1, 2019, and on April 1 of each subsequent year this Contract remains in effect, the then-current supplemental compensation amount shall be increased by Thirty Thousand Dollars and NO/100 (\$30,000.00).
- b. Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the Men's

Basketball season including game broadcasts or telecasts, pre-game and post-game shows, and coach's shows, (collectively, "Broadcasts"). However, these payments are not precluded if the University elects to discontinue or terminate any Broadcast(s) during the Men's Basketball season.

- c. The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head Men's Basketball coaches in the promotion and production of similar programs at other NCAA Division I institutions. Any efforts requested of Coach by University with respect to promotion and production of Broadcasts shall not unreasonably interfere with his primary duties as Head Men's Basketball Coach.
- d. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with third parties to produce and market the Broadcasts. Contracts for all Broadcasts shall be between University and the entity producing such Broadcasts ("Producer"). Rights in and to these Broadcasts shall not be considered the property of Coach.
- e. University shall have the exclusive right to contract with Broadcast sponsors for commercial endorsements by Coach both during any Broadcast and at all other times. Coach shall not unreasonably refuse any requests by University or Producer to personally contact existing or potential sponsors to generate or increase advertising revenues, or to participate in any commercial endorsements to promote Broadcasts, provided that any such requests shall not unreasonably interfere with Coach's primary duties as Head Men's Basketball Coach.
- f. Except routine news media interviews for which no compensation is received, Coach shall not appear on any television, radio, or other media broadcast or advertisement without the prior written approval of Director, which shall not be unreasonably withheld.

## 9. **Achievement Compensation.**

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Men's Basketball Coach, the Foundation shall pay to Coach from the Foundation's Unrestricted Athletic Funds the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:
  - i. **Academic Achievement Compensation.** Coach shall receive a payment of Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) upon the occurrence of each of the following events, provided that the Men's Basketball Team's cumulative Academic Progress Rate (APR) for the academic year during when the event occurs is 930 or above:
    - 1. The Men's Basketball Program completes the academic year with a cumulative grade point average of 2.8 or above as reported to the Conference.

2. The Men's Basketball Program's graduation success rate exceeds the national average for Division I men's basketball teams.

ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 9(a)(i), Coach shall receive all of the following which may apply per Men's Basketball season:

1. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Men's Basketball team wins or co-wins the regular season Conference Championship or the Conference tournament, with the maximum amount payable pursuant to this subsection being \$25,000.00;
2. Twenty Thousand Dollars and NO/100 (\$20,000.00) if the Men's Basketball team appears in the NCAA Men's Basketball Tournament without winning or co-winning the regular season Conference Championship or the Conference tournament;
3. Five Thousand Dollars and NO/100 (\$5,000.00) for each game the Men's Basketball Team wins during the first two rounds of the NCAA Men's Basketball Tournament;
4. Twenty Thousand Dollars and NO/100 (\$20,000.00) if the Men's Basketball Team reaches the Elite Eight round of the NCAA Men's Basketball Tournament;
5. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Men's Basketball Team reaches the Final Four round of the NCAA Men's Basketball Tournament;
6. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Men's Basketball team appears in the National Invitational Tournament without winning or co-winning the regular season Conference Championship or the Conference tournament; and
7. Twenty Thousand Dollars and NO/100 (\$20,000.00) if the Men's Basketball team wins the National Invitational Tournament.

iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i) and 9(a)(ii), Coach shall receive all of the following which may apply:

1. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named Coach of the Year by the Conference;
2. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;

3. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if Coach is named Louisiana Major College Coach of the Year by the Louisiana Association of Basketball Coaches; and
  4. Thirty Thousand Dollars and NO/100 (\$30,000.00) if Coach is named the National Coach of the Year by the National Association of Basketball Coaches, Naismith College Coach of the Year by the Atlanta Tipoff Club, or the College Basketball Coach of the Year by the Associated Press; however, only one (1) payment shall be due under this Section 9(a)(iii)(4) even if Coach is named the recipient of more than one award set forth herein.
- iv. **Attendance Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i)-9(a)(iii), Coach shall receive Five Thousand Dollars and NO/100 (\$5,000.00) for each season that the Men's Basketball Program sells at least four thousand (4,000) season tickets.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Men's Basketball Assistant Coaches and Director of Basketball Operations (collectively, "Men's Basketball Assistants") will contribute valuably to the occurrence of the Men's Basketball Program's achievements. In recognition of such contributions, the Foundation shall issue to each paid Men's Basketball Assistant an Achievement Compensation payment equal to twenty-five (25%) percent of all Academic and Performance Achievement Compensation payments issued to Coach pursuant to Sections 9(a)(i)-(ii), above, during the Men's Basketball Assistant's employment as a Men's Basketball Assistant. The Foundation shall issue such Achievement Compensation payments to the Men's Basketball Assistants from the Foundation's Unrestricted Athletic Funds. Any Assistant Coach Achievement Compensation is separate from, and shall be issued in addition to, any Head Coach Achievement Compensation owed to Coach.
- c. All Achievement Compensation which may be paid pursuant to this Section 9 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Men's Basketball Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

#### **10. Retention Incentive Payments.**

- a. The parties recognize University has previously contributed and desires to continue to contribute to an interest-bearing annuity as an incentive for Coach to remain in his position as Head Men's Basketball Coach. Accordingly, on March 31 of each year this Contract remains in effect, University shall deposit the sum of Fifty-Five

Thousand Dollars and NO/100 (\$55,000.00), from funds provided to University from the Foundation's Unrestricted Athletic Funds, to be used at University's discretion in compliance with Foundation's exempt purpose, into the interest-bearing annuity previously established by University.

- b. Except as provided by Section 10(c), below, the total sum accrued in said annuity, including interest, shall become due and payable to Coach upon his successful completion of the Initial Term and any extensions thereof. In the event the annuity becomes due and payable to Coach, University agrees to work with Coach in good faith to make reasonable efforts to transfer the annuity to Coach in the most tax-beneficial manner possible to Coach.
- c. Notwithstanding the provisions of Section 10(b), above, all funds existing in said annuity, including those funds contributed prior to the Effective Date of this Contract, shall be considered vested as of the date of the Board's approval of this Contract. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided that this Contract has not been terminated prior to the applicable vesting date.
- d. In the event University terminates this Contract for cause or Coach terminates the Contract 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 Coach under this Section 10.
- e. If University terminates the Contract without cause prior to the expiration of the Initial Term and any extensions thereof, Coach shall be entitled to all funds in said annuity as of the date of termination. In addition, University shall pay to Coach, from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, a prorated payment for the portion of the year which Coach remained in his position prior to said termination.

#### **11. Compliance with Law, Policy, and Regulations.**

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, 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, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Men's Basketball Coach, or termination of this Contract as outlined in Section 17(b).
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to

disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

- 12. Camps and Clinics.** With prior approval of Director, President, and University's Vice President for Administration and Finance ("VPAF"), which approval shall not be unreasonably withheld, Coach may hold basketball camps and clinics on or in University Men's Basketball facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.
- 13. Outside Income and/or Benefits.** Coach may receive income, revenue, and benefits from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom.
- 14. Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.
- 15. Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall he use his employee standing as Head Men's Basketball Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies, not to be unreasonably withheld. 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 Men's Basketball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
- 16. Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole but reasonable discretion of Director or Director's designee, based on all relevant facts, achieved annual performance targets which shall be communicated to Coach prior to each Men's Basketball season and from time to time as Director or Director's designee deems reasonably necessary and warranted.
- 17. Termination by University.**

**a. Without Cause.**

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, and in addition to any sums due pursuant to Section 10(e), above, Coach shall receive liquidated damages as follows:
  1. Eight Hundred Twenty-Five Thousand Dollars and NO/100 (\$825,000.00) if such termination occurs on or before March 31, 2019;
  2. Six Hundred Fifty Thousand Dollars and NO/100 (\$650,000.00) if such termination occurs after March 31, 2019, but on or before March 31, 2020;
  3. Four Hundred Seventy-Five Thousand Dollars and NO/100 (\$475,000.00) if such termination occurs after March 31, 2020, but on or before March 31, 2021;
  4. Three Hundred Thousand Dollars and NO/100 (\$300,000.00) if such termination occurs after March 31, 2021, but on or before March 31, 2022; or
  5. An amount equivalent to the base salary and contingent premium benefit remaining to be paid under the remaining term of this Contract, including the Initial Term and any extensions thereof, if such termination occurs any time after March 31, 2022.
- ii. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 17(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid, including base salary, prorated Contingent Premium Benefit in Section 8(a), and bonuses. Should University relieve Coach of his duties as Head Men's Basketball Coach without cause, Coach shall not be reassigned within the Athletic Department but shall be paid according to this Section 17(a).
- iii. Subject to the dual employment laws of Louisiana, any University obligations for liquidated damages pursuant to Section 17(a)(i) shall be offset and reduced by compensation earned by Coach during the remaining term of this Contract from employment as a head coach, assistant coach, or other administrative position (for example, Director of Men's Basketball Operations) that is part of the Men's Basketball coaching staff of either a

college, university, or professional sports organization (a "Coaching Position"). Compensation for purposes of this section shall include any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") paid to any business entity owned or controlled by Coach, or in which Coach 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, regardless of whether Coach receives such Gross Compensation personally or through any business entity.

- iv. Within fourteen (14) days after accepting any Coaching Position, Coach 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. Coach 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. Coach 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 Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of such breach, provide Coach 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 Coach fails to do so, University's obligation pursuant to Section 17(a)(i-ii) shall cease.
- v. Payment of the liquidated damages payment under this Section 17(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach'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 Contract for just cause, including but not limited to Coach's:
  - 1. Failure to comply with the material obligations of this Contract;
  - 2. Deliberate or persistent failure or refusal to perform material duties and responsibilities set forth herein to best of Coach's ability;



3. Deliberate or willful failure to comply with a lawful directive from Director or President, or other similar insubordination;
  4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
  5. Condoning, failure to take reasonable steps to prevent, and/or failure to report any Men's Basketball Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Men's Basketball Program member, provided Coach knew or reasonably should have known of such violation;
  6. Failure to reasonably cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
  7. Prolonged absence from University without University's consent which shall not include a disability, except as outlined in Section 19;
  8. Poor performance evaluation by Director not corrected within a reasonable period of time, as reasonably determined by University, following written notice to Coach. For purposes of this provision, poor performance will not include results-oriented criteria such as the team's on-court performance, win/loss record, academic standing, etc.; and
  9. Failure to administer the Men's Basketball 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.
- ii. In the event of a termination under this Section 17(b) for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination. This provision is not meant to exclude payment of amounts already earned at the time of termination but not yet paid, including base salary, prorated Contingent Premium Benefits in Section 8(a), and bonuses.
  - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical,

or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University will provide Coach with written notice of any grounds supporting termination for cause and a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable and good faith discretion, the grounds for such a termination warrant immediate termination.

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

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.
- b. Coach shall pay to Foundation within ninety (90) days of the date of notice of termination a liquidated damages payment as follows:
  - i. Four Hundred Thousand Dollars and NO/100 (\$400,000.00) if such termination occurs on or before March 31, 2019;
  - ii. Three Hundred Thousand Dollars and NO/100 (\$300,000.00) if such termination occurs after March 31, 2019, but on or before March 31, 2020;
  - iii. Two Hundred Twenty-Five Thousand Dollars and NO/100 (\$225,000.00) if such termination occurs after March 31, 2020, but on or before March 31, 2021; or
  - iv. One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00) if such termination occurs after March 31, 2021, but on or before March 31, 2022.
- c. Coach shall not be required to pay any liquidated damages if such termination occurs after March 31, 2022.

**19. Automatic Termination.** This Contract shall automatically terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days in a twelve

(12) month period which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Men's Basketball Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation, but only any amounts already earned at the time of termination, including base salary, prorated Contingent Premium Benefits, and bonuses.

**20. Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the 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 military 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, Coach shall be responsible for and shall require his staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

**21. 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 Coach at University whether as Head Men's Basketball Coach or in any other employment capacity.

**22. Miscellaneous.**

- a. This Contract supersedes all other agreements between the parties (including the Prior Agreement), 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.
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract 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.
- e. If any provision of this Contract shall be adjudicated 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.

- f. Coach 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 as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract 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.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. No delay or failure to enforce any provision of this Contract by University or Coach shall constitute a waiver or limitation of rights enforceable under this Contract.
- k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

**23. Notices.** Any notice required herein shall be provided in writing and 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 Coach, 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 Coach shall be sent to:

**Coach:**  
 Robert Marlin  
 408 Princeton Woods Loop  
 Lafayette, LA 70508

**With copy to:**  
 CSE Talent  
 150 Interstate North Parkway  
 Atlanta, GA 30339  
 General Counsel

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

**Board of Supervisors of the  
University of Louisiana System**

**Robert Marlin, Coach**

  
\_\_\_\_\_  
Dr. E. Joseph Savoie MDS  
President, University of Louisiana  
at Lafayette

  
\_\_\_\_\_

10/15/18  
\_\_\_\_\_  
Date

10-11-18  
\_\_\_\_\_  
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

**ANCILLARY AGREEMENT TO  
CONTRACT FOR EMPLOYMENT  
HEAD MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA**

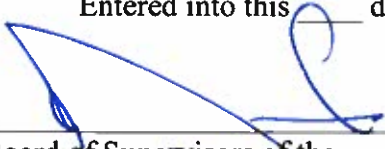
**PARISH OF LAFAYETTE**

This is an Ancillary 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 Robert Marlin ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Men's Basketball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7(b), 8, 9, 10, 17, and 18 of the Contract for Employment for Head Men's Basketball Coach ("Contract"). 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(b), 8, 9, 10, 17, and 18. No other terms of the Contract shall obligate or bind the Foundation.


The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract.

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

  
\_\_\_\_\_  
Board of Supervisors of the  
University of Louisiana System  
By: Dr. E. Joseph Savoie, President,  
University of Louisiana at Lafayette

10/15/18  
MSB Date

  
\_\_\_\_\_  
Robert Marlin  
Date

  
\_\_\_\_\_  
University of Louisiana at Lafayette  
Foundation  
By: Wayne Elmore, Chairman

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**

**October 25, 2018**

**Item G.7. University of Louisiana at Monroe's request for approval of a contract with Ms. Molly Fichtner, Head Women's Softball Coach, effective September 24, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through June 30, 2021, Coach's annual salary is \$65,000. Coach will be eligible to receive a \$2,000 annual salary adjustment for finishing with a "winning record" in regular season conference competition. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation (ULMAF) may pay athletics competition incentives based on certain specified achievements, as follows:

- \$2,500 if the team wins either the Sun Belt Conference regular season championship or the Sun Belt Conference Softball Tournament;
- \$5,000 if the team qualifies for the NCAA Division I Women's Softball Tournament;
- \$2,500 if the team qualifies for the NCAA Division I Women's Softball Super Regionals;
- \$5,000 if the team qualifies for the NCAA Division I Women's College World Series;
- \$5,000 if the team wins the NCAA Division I Women's College World Series;
- \$1,000 for being named Conference Coach of the Year.

These incentives will only be awarded if the team is not subject to APR penalties that result in loss of scholarships at the time the incentives are reached.

If the University terminates the agreement without cause, then Coach is entitled to 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. Should Coach secure employment, the liquidated damages described in this agreement shall be reduced by the amount of income received by Coach from such employment.

If Coach terminates the contract to become a head women's softball coach elsewhere, Coach would be liable to the University for liquidated damages in an amount equivalent to 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 University and the ULMAF Foundation have combined this agreement into one joint contractual 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 University of Louisiana at Monroe's request for approval of a contract with Ms. Molly Fichtner, Head Women's Softball Coach, effective September 24, 2018.*



University of  
**LOUISIANA**  
Monroe

**Office of the President**

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

G 7

September 26, 2018

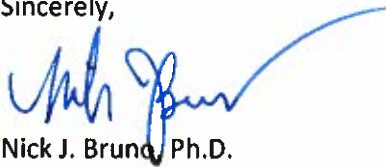
Dr. James B. Henderson President  
University of Louisiana System  
1201 Third Street, 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract agreement for Ms. Molly Fichtner, Head Softball Coach, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,



Nick J. Brundage, Ph.D.  
President

**CONTRACT OF EMPLOYMENT  
HEAD SOFTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF OUACHITA**

This agreement is made and entered into effective as of the 24<sup>th</sup> day of September, 2018, between the **University of Louisiana at Monroe** (hereinafter referred to as “UNIVERSITY”) and through its President, and **Molly Fichtner** (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 “Board”), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. ULM Athletic Foundation (hereinafter referred to as “FOUNDATION”) joins this agreement consenting to the obligations incurred by FOUNDATION.

**1.0 Employment**

1.1 The University does hereby employ COACH as Head Softball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to the softball program, 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 Athletic Director. 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.

1.2 COACH shall be responsible, and shall report, directly to the 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 the UNIVERSITY'S President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in the University's athletic program as the Director may reasonably assign.

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

## **2.0 Term**

2.1 The term of this agreement is for a fixed period commencing on September 24, 2018, and terminating without further notice to COACH on June 30, 2021, unless sooner terminated or extended under the terms of this agreement.

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

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties, and approved by the Board.

## **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 \$65,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 COACH may be eligible for cost of living or merit pay increases from the University in addition to the stated UNIVERSITY base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.3 COACH will be eligible to receive a \$2,000 annual salary adjustment for finishing with a “winning record” in regular season conference competition. The term “winning record” means more games won than lost during regular season conference competition.

3.4 The University does not guarantee amounts due from the University 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 Section 11.0 of this contract.

#### **4.0 Employee Benefits**

4.1 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 as provided by the UNIVERSITY.

4.2 COACH shall receive a monthly cell phone allowance of \$45 to be paid by UNIVERSITY and included on the COACH’s payroll check.

4.3 COACH may receive a courtesy/leased vehicle if an arrangement can be made by the FOUNDATION 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.

4.4 COACH shall receive eight (8) complimentary tickets to ULM intercollegiate athletic home games.

## **5.0 Performance Incentives**

5.1 In recognition of exemplary performance and additional work that is required for post-season competition and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees to pay to COACH the following supplemental payments:

- (a) \$2,500 if the team wins either the Sun Belt Conference regular season championship or the Sun Belt Conference Softball Tournament
- (b) \$5,000 if the team qualifies for the NCAA Division I Women's Softball Tournament
- (c) \$2,500 if the team qualifies for the NCAA Division I Women's Softball Super Regionals.
- (d) \$5,000 if the team qualifies for the NCAA Division I Women's College World Series.
- (e) \$5,000 if the team wins the NCAA Division I Women's College World Series
- (f) \$1,000 for being named Conference Coach of the Year
- (g) \$1,000 if the team's annual APR is greater than 950

5.2 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payment made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.3 Any incentive provided in this Section 5.0, if achieved, will only be awarded if the

team is not subject to APR penalties which result in loss of scholarships at the time the incentives are reached.

5.4 Indemnification and Hold Harmless of University. By signing this Agreement, COACH agrees to hold harmless and indemnify University from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with all obligations incurred by the FOUNDATION under this agreement, including but not limited to the terms and conditions set forth in this Section 5.0.

## **6.0 Camps and Clinics**

6.1 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.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for COACH's self in COACH's 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 UNIVERSITY camp policies/procedures and the conditions hereafter stated.

- (a) 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.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) 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:
  - A. 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.

- B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
- (f) 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. -
- (g) 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.
- (h) 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.

## **7.0 Apparel, Equipment Endorsements**

7.1 The UNIVERSITY shall receive and then pay to COACH any funds for which COACH is responsible in obtaining for the UNIVERSITY through COACH's 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.

## **8.0 Outside Income and /or Benefits**

8.1 COACH may receive income, revenue, and benefits from outside sources while employed by UNIVERSITY upon approval from President and in accord with University and Board policies. COACH shall report annually in writing to President by July 1, all athletically-related income, revenue, and/or benefits COACH receives from sources outside the University, and COACH shall abide by all NCAA regulations regarding outside compensation (see Bylaw 11.3.2.11). All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of COACH's University employment; UNIVERSITY shall have no responsibility for any claims arising therefrom.

## **9.0 Compliance with Law, Policy and Regulations**

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. COACH understands, acknowledges, and agrees that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). COACH hereby stipulates that if COACH is found to be in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment.

9.2 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.



## **10.0 Softball Staff**

10.1 COACH shall have the authority to select unclassified Softball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

## **11.0 Termination**

11.1 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 shall cease upon termination.

11.2 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; being found in violation of NCAA regulations, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein 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 Softball 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, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral

and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; or (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation). 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.

11.2.1 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 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.

11.3 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 the 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 lump sum no later than sixty (60) days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the University.

11.4 COACH shall make reasonable efforts to obtain full-time, gainful employment in the coaching profession. Should COACH secure employment, the liquidated damages described in this agreement shall be reduced by the amount of income received by COACH from said employment. New employment shall not be less than rate paid to previous person in that same position. Failure of COACH to make reasonable efforts to secure full-time employment in the coaching profession as described above shall be cause for the release of the UNIVERSITY from any obligation to make further payments.

11.5 In the event COACH terminates the Contract to become a head softball coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equivalent to 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 by COACH in a lump sum within sixty (60) days of the date of termination.

11.6 If COACH terminates this contract for any other reason than becoming employed as a head softball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

11.7 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 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.

11.8 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, club membership, home game tickets, *etc.*, shall cease immediately upon the occurrence of any such event.

#### **12.0 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.


#### **13.0 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.

**14.0 Entire Agreement**

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

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

  
\_\_\_\_\_  
Ron Bush  
President  
ULM Athletic Foundation

  
\_\_\_\_\_  
Molly Fichtner  
Head Softball 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