

AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
12:45 p.m., Thursday, April 12, 2018*
Southeastern Nursing School – Room 119
4849 Essen Lane, 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.

McNeese State University's request for approval of a contract with Mr. Heath Schroyer, Head Men's Basketball Coach, effective April 15, 2018.

Board Agenda Item G.2.

Southeastern Louisiana University's request for approval of a contract with Mr. Christopher McBride, Head Women's Soccer Coach, effective February 1, 2018.

Board Agenda Item G.3.

University of Louisiana at Lafayette's request for approval of a contract with Mr. William H. Napier, Head Football Coach, effective January 1, 2018.

Board Agenda Item G.4.

University of Louisiana at Lafayette's request for approval of a contract with Ms. Heather Mazeitis-Fontenot, Head Volleyball Coach, effective March 1, 2018.

**** Executive Session, pursuant to R.S. 42:17, may be required.**

Board Agenda Item G.5.

University of Louisiana at Lafayette's request for approval of a contract with Mr. Tony Robichaux, Head Baseball Coach, effective February 1, 2018.

Board Agenda Item G.6.

University of Louisiana at Lafayette's request for approval of a contract with Mr. Garry P. Brodhead, Head Women'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 Mr. Ryan Cross, Associate Head Men's Basketball Coach, effective May 1, 2018.

- D. Other Business
- E. Adjournment

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

ATHLETIC COMMITTEE

April 12, 2018

Item G.1. McNeese State University's request for approval of a contract with Mr. Heath Schroyer, Head Men's Basketball Coach, effective April 15, 2018.

EXECUTIVE SUMMARY

Under this three-year agreement, through April 14, 2021, with the option of two one-year extensions, Coach will earn \$85,000 annually. In addition to the salary, the McNeese State University Foundation shall pay Coach a premium benefit of \$85,000 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, the Coach shall be entitled to remainder of the compensation that he would have earned from the effective date of termination to the expiration of the contracted term. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

In the event Coach terminates this contract without cause to accept a position as a head or assistant basketball coach at a different Division I University, Coach shall be liable to the University for the following liquidated damages:

- If Coach terminates the contract between April 15, 2018 and April 14, 2019, Coach shall pay University \$100,000 and any cost of living or merit increases received.
- If Coach terminates the contract between April 15, 2019 and April 14, 2020, Coach shall pay University \$85,000 and any cost of living or merit increases received.
- If Coach terminates the contract between April 15, 2020 and April 14, 2021, Coach shall pay University \$70,000 and any cost of living or merit increases received.

- If Coach terminates the contract, in the extension year, between April 15, 2021 and April 14, 2022, Coach shall pay University \$65,000 and any cost of living or merit increases received.
- If Coach terminates the contract, in the extension year, between April 15, 2022 and April 14, 2023, Coach shall pay University \$50,000 and any cost of living or merit increases received.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Heath Schroyer, Head Men's Basketball Coach, effective April 15, 2018.*

McNEESE STATE UNIVERSITY
Head Men's Basketball Coach

RECEIVED

G.1

MAR 28 2018

CONTRACT OF EMPLOYMENT

UNIVERSITY OF
LOUISIANA SYSTEM

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, McNeese State University Foundation represented by Richard Reid, and **HEATH M. SCHROYER** (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 McNeese State University (the "Board"). 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 McNeese State University (the "University") does hereby employ COACH as **Head Basketball Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Basketball 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 McNeese 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 McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the **15th day of April 2018**, and terminating without further notice to COACH on the **14th day of April 2021** with the option of two (2) additional one (1) year extensions, without re-negotiation should both the Coach, and the University agree.
- 2.2 After the term of the current contract, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This agreement may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH an annual salary for the term of this contract in the amount of **\$170,000**, payable on a monthly basis.
- 3.2 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 section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. Coach is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.6 The above annual salary in 3.1 shall be comprised of a McNeese State University base salary amount of \$85,000 and a McNeese State University Foundation annual premium benefit of \$85,000. The Foundation shall pay the annual premium benefit in monthly installments of \$7083.34. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

4.0 Contracts for Broadcast and/or Telecast

- 4.1 COACH may host a radio or television show to promote the McNeese State University Basketball Team.

- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
 - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
 - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
 - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
 - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
 - (f) The 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 radio or television show.

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. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to 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:
 - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
 - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
 - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
 - (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.

6.0 Courtesy / Leased Vehicle Benefit

- 6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
- (a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.

6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V.(2a).

7.0 Employee Benefits

7.1 The COACH shall participate in the mandatory employee benefit plans 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.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Basketball camps and/or Basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

8.2 COACH shall report annually in writing to the President through the Athletics Director all athletically related income from sources outside the University, and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Apparel, Equipment Endorsements

9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures

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

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

12.1 COACH shall be eligible to receive a financial incentive for academic success within the Basketball program as defined in the University Athletic Department policy. The policy is as follows:

"A head coach whose team's NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the national average for Division I public institutions for the reported academic year shall receive a financial incentive award in the amount of \$1,000. In addition, the full-time academic support, athletic department staff members may receive a financial incentive award in the amount of \$200 for each team that surpasses the aforementioned national benchmark. In order for a coach or staff member to be eligible to receive this award, the coach or staff member must have been employed at McNeese State University in their current capacity for at least one full academic year and subsequently would be eligible for the award at the conclusion of their second year."

13.0 Basketball Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

13.2 COACH Agrees to play a minimum of five (5) guarantee games every season that COACH is employed at McNeese State University. COACH agrees that the total amount of game guarantee net revenue (revenue minus expenses), a minimum net revenue of \$385,000, will be sufficient to pay the increased salary and related benefits costs of assistant coaches over the salary and related benefits costs of assistant coaches in the 2017-2018 fiscal year. Furthermore, both parties agree that any excess money received from the guarantee games over the increased salary and related benefits costs of assistant coaches will be retained by Men's Basketball and put into the Men's Basketball operating budget at the discretion of the Head Coach and Director of Athletics.

14.0 Termination

14.1 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, the University will obtain approval from the President of the University of Louisiana System.

14.2 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, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive 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.

14.4 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, COACH shall be entitled to the remaining salary (\$170,000) that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

(a) Of the amount described in section 3.1, the University shall be responsible for paying amounts due to COACH through June 30th of the fiscal year of termination. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Foundation. The amount that would be payable by funds within the Foundation will be paid to COACH on a monthly basis until the expiration of the contracted term.

14.5 In the event COACH terminates this Contract without cause to accept a position as a head or assistant basketball coach at a different Division I University, COACH shall be liable and shall pay the University within 60 days of termination the following described liquidated damages:

- If COACH terminates the contract between April 15, 2018 and April 14, 2019, COACH shall pay University \$100,000 and any increases described in Section 3.5.
- If COACH terminates the contract between April 15, 2019 and April 14, 2020, COACH shall pay University \$85,000 and any increases described in Section 3.5.
- If COACH terminates the contract between April 15, 2020 and April 14, 2021, COACH shall pay University \$70,000 and any increases described in Section 3.5.
- If COACH terminates the contract, in the extension year, between April 15, 2021 and April 14, 2022, COACH shall pay University \$65,000 and any increases described in Section 3.5.
- If COACH terminates the contract, in the extension year, between April 15, 2022 and April 14, 2023, COACH shall pay University \$50,000 and any increases described in Section 3.5.
- If Athletic Director Bruce Hemphill is no longer employed as Athletic Director at McNeese State University, COACH'S Buyout will become \$50,000, and any increases described in Section 3.5.
- If Coach terminates this contract for any other reason than becoming employed as a head or assistant basketball coach at a different Division I University, 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.

14.6 Should COACH's contract be terminated for just cause, the University and the Foundation shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to:
(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Basketball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 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.

17.0 Force Majeure

17.1 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.

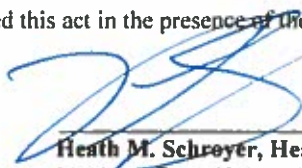
18.0 Previous Agreements

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.


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

WITNESSES:

Deb Kingrey

 Date 3/24/18
Heath M. Schroyer, Head Men's Basketball Coach
McNeese State University

Deb Kingrey

 Date 3/26/18
Fred Bruce Hemphill, Director of Athletics
McNeese State University

Deb Kingrey

 Date 3/24/18
Richard Reid, Vice President
McNeese Foundation

Deb Kingrey

 Date 3-26-18
Dr. Daryl V. Burckel, President
McNeese State University

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

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

April 12, 2018

Item G.2. Southeastern Louisiana University's request for approval of a contract with Mr. Christopher McBride, Head Women's Soccer Coach, effective February 1, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 28, 2019, Coach's base annual salary is \$50,365. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250--Conference Coach of the Year
- \$150--Conference Co-Coach of the Year
- \$10,000--winning NCAA National Championship
- \$2,000--for NCAA Post Season or Conference Season Championship
- \$2,000--for each round advanced NCAA Tournament
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$250--Team average APR above 965
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

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 \$15,000 payable by the LAA. In the event Coach terminates the Contract to take another Division 1 head coaching job prior to completion of term, Coach will be liable to the University for \$15,000.

Either party may opt to terminate this contract in the event that University's athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the women's soccer program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Christopher McBride, Head Women's Soccer Coach, effective February 1, 2018.*

March 22, 2018

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

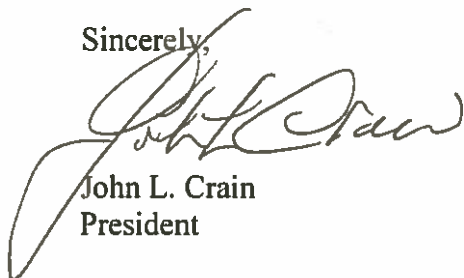
Re: Athletics Head Coach Contract – Women’s Soccer

Dear Dr. Henderson:

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

Head Women’s Soccer Coach – Christopher McBride

Sincerely,



John L. Crain
President

Attachment

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of February, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Christopher McBride (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S SOCCER competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN'S SOCCER schedule.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of February, 2018 and terminating without further notice to COACH on the 28th day of February, 2019 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$50,365 for the term of this agreement on a bi-weekly basis.

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

3.3 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 12.

4.0 Incentive Compensation

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

The potential earned salary supplements are:

- A. \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year
- C. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- D. \$2,000- for each round advanced NCAA Tournament
- E. \$10,000 for winning the NCAA National Championship
- F. \$250.00- NCAA All American Athlete with GPA over 3.0
- G. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- H. \$250.00 Team average APR above 965

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

5.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

6.0 Camps and Clinics

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

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

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

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

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

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

- (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University polices, the University of Louisiana System policies, or the laws of the State of Louisiana.

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

11.0 Coaching Staff

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

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

12.0 Termination

12.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the UNIVERSITY terminates the Contract without cause, the COACH shall be entitled to \$15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association.

12.2 In the event that COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the COACH will be liable to pay the University \$15,000. COACH will be responsible for the base salary if he/she leaves for a conference school head coaching position. If COACH terminates this contract for any other reason than becoming employed as a Division I Head WOMEN'S SOCCER coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

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

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

(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends

the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

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

(d) Substantial and manifest incompetence.

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1.

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

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

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

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN'S SOCCER program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

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

13.0 Fundraising

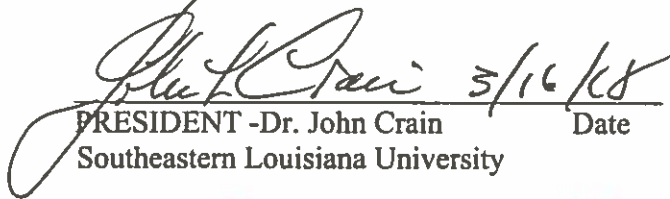
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible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

14.0 Force Majeure

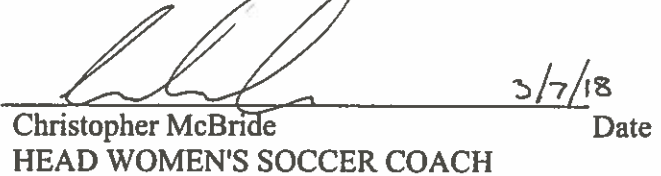
Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

15.0 Severability

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


PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University


Jay Artigues Date
DIRECTOR OF ATHLETICS


Christopher McBride Date
HEAD WOMEN'S SOCCER COACH


PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

12 Coach Initial: CM Admin Initial: 

BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
HEAD WOMEN'S SOCCER COACH

AGREEMENT
HEAD WOMEN'S SOCCER COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Jason Hayes the University HEAD WOMEN'S SOCCER COACH.

1.


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

2.

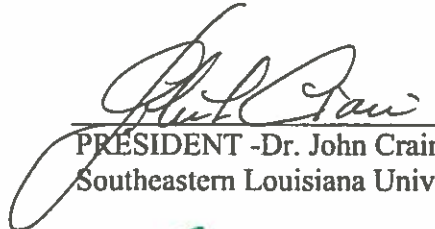
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN'S SOCCER Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

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

13 Coach Initial: CM Admin Initial: 


Entered into this _____ day of _____, 20__.



PRESIDENT -Dr. John Crain 3/16/18
Southeastern Louisiana University Date



Jay Artigues 3/7/18
ATHLETICS DIRECTOR Date



Christopher McBride 3/7/18
HEAD WOMEN'S SOCCER COACH Date



PRESIDENT 3/13/18
LION ATHLETICS ASSOCIATION Date

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

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

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

ATHLETIC COMMITTEE

April 12, 2018

Item G.3. University of Louisiana at Lafayette's request for approval of a contract with Mr. William Napier, Head Football Coach, effective January 1, 2018.

EXECUTIVE SUMMARY

Under the proposed five-year agreement effective through December 31, 2022, Coach's salary for each year is \$250,000, and increasing each year by a specified amount in the contract. The contract also provides that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay Coach a premium benefit of \$500,000 for each of the contract years for his role in the promotion and production of the University's football program through radio and television programs. In addition, the Foundation may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, an annual cell phone allowance of \$960, relocation costs up to \$35,000, and up to four months of reasonable expenses related to housing costs.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- \$25,000 if team earns a GPA of 2.8 or above, or team graduation success rate exceeds 60%, and the team academic performance report (APR) is above 930.
- \$25,000 if team wins its Conference division.
- \$50,000 if team wins its Conference championship.
- \$25,000 if team appears in a Bowl game affiliated with the Conference.
- The greater of \$100,000 if team appears in a New Year's Six Bowl game which is not a College Football Playoff semifinal game, or \$150,000 if team wins a New Year's Six Bowl game which is not a College Football Playoff semifinal game; or
- The greater of \$200,000 if team appears in a College Football Playoff game, or \$250,000 if team wins the College Football Playoff National Championship.
- \$10,000 if Coach is named Coach of the Year by the Louisiana Sports Writers' Association.
- \$25,000 if Coach is named Coach of the Year by the Conference.

- \$50,000 if Coach is named the recipient of Coach of the Year Award by certain organizations on a national level.
- University shall deposit \$100,000 to an interest bearing annuity on Coach's behalf at the end of each year of the contract term.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive the portion of the retention incentive owed to Coach, and a payment equivalent to 75% of the Base Salary remaining to be paid under the unexpired term of this contract, and 75% of the Contingent Premium Benefit remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation.

If the Coach terminates the contract prior to the expiration of its term, Coach shall be liable to the Foundation for liquidated damages as follows:

- \$2,750,000 if such termination occurs on or before December 31, 2018;
- \$2,000,000 if such termination occurs after December 31, 2018, but on or before December 31, 2019;
- \$1,250,000 if such termination occurs after December 31, 2019, but on or before December 31, 2020;
- \$750,000 if such termination occurs after December 31, 2020, but on or before December 31, 2021; or
- \$500,000 if such termination occurs after December 31, 2021, but on or before December 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. William Napier, Head Football Coach, effective January 1, 2018.

**CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made and effective the 1st day of January, 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 WILLIAM H. NAPIER (“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, University desires to utilize the services of Coach as Head Football Coach under the terms and conditions as set forth herein; and

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

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

1. **Employment.** University hereby employs Coach as Head Coach of its Football 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 five (5) years, terminating on December 31, 2022 (“Initial Term”).
 - b. **Extension.** The parties may mutually agree in writing, subject to approval by Board, to extend this Contract for one (1) additional year, expiring on December 31, 2023, if, after the first year of this Contract, Director or Director’s designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 16 herein.
 - c. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and

any written term extension thereof, University continues to accept Coach's services as Head Football Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Football Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall manage and supervise the Football Program and shall perform such other duties in the University athletic program as Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Football Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Football Program and its personnel in an effective manner to achieve the goals and objectives for the Football 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 Football 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 Football Program with individuals who strengthen and promote University's educational and ethical mission and standards.
 - f. Ensure Football 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 Football Program.

- h. Lead public relations programs for the Football Program and develop campus and community support for the Football 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 Football 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 National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (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 Football coaches, student-athlete members of the Football team, graduate assistants, and Football 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 Football 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 Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00), payable in equal monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$20,833.33) 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 addition to any increases applicable pursuant to Section 4(a), Coach's then-current Base Salary shall be increased as follows:
 - i. By Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) on January 1, 2019;
 - ii. By Fifty Thousand Dollars and NO/100 (\$50,000.00) on January 1, 2020;
 - iii. By Seventy-Five Thousand Dollars and NO/100 (\$75,000.00) on January 1, 2021; and
 - iv. By One Hundred Thousand Dollars and NO/100 (\$100,000.00) on January 1, 2022.
- c. In the event that this Contract is extended through December 31, 2023, pursuant to Section 2(b), above, Coach's Base Salary for the year 2023 shall not be less than his 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. **Football Tickets.** University shall provide Coach up to twelve (12) tickets per home Football game for personal use.

7. **Additional Benefits.** University shall also pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion, 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 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;
- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month; and
- d. **Relocation Costs.** Reimbursement of up to Thirty-Five Thousand Dollars and NO/100 (\$35,000.00) in reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. In addition, Coach shall be entitled to up to four (4) months of reasonable expenses related to housing costs. Any such reimbursement pursuant to this Section 7(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.

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, supplemental compensation in the amount of Five Hundred Thousand Dollars and NO/100 (\$500,000.00) annually, to be paid in equal monthly installments of Forty-One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$41,666.66). Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the football 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 football season.
- b. The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head football coaches in the promotion and production of similar programs at other NCAA Division I FBS 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 Football Coach.
- c. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with other 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.
- d. 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 Football Coach.

- e. 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 Football 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.** A payment of Twenty-Five Thousand Dollars (\$25,000.00) 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 Football Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Football Team earns an academic grade point average of 2.8 or above during the spring semester of any year of this Contract as reported to the Conference; or
2. The Football Team earns an academic grade point average of 2.8 or above during the fall semester of any year of this Contract as reported to the Conference; or
3. The annual graduation success rate of the Football Team as reported by the NCAA exceeds sixty (60%) percent.

- ii. **Conference Achievement Compensation.** In addition to any payment set forth in Section 9(a)(i), Coach shall receive:

1. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football team wins its Conference division; and
2. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Football team wins its Conference championship.

- iii. **Post-Season Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i-ii), Coach shall receive per football season:

1. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football team appears in a Bowl game affiliated with the Conference;
2. The greater of One Hundred Thousand Dollars and NO/100 (\$100,000.00) if the Football team appears in a New Year's Six Bowl

game which is not a College Football Playoff semifinal game, or One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00) if the Football team wins a New Year's Six Bowl game which is not a College Football Playoff semifinal game; or

3. The greater of Two Hundred Thousand Dollars and NO/100 (\$200,000.00) if the Football team appears in a College Football Playoff game, or Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if the Football team wins the College Football Playoff National Championship.

iv. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i-iii), Coach shall receive:

1. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
2. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if Coach is named Coach of the Year by the Conference; and
3. Fifty Thousand Dollars and NO/100 (\$50,000.00) if Coach is named the recipient of the Associated Press Coach of the Year Award, the National Sportswriters Association Paul "Bear" Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award *or* the Bobby Dodd Coach of the Year Award. Only one such payment shall be due under this Section 9(a)(iv)(3) even if Coach is named the recipient of more than one award set forth herein.

b. **Assistant Coach Achievement Compensation.** University acknowledges the Football Assistant Coaches and Director of Football Operations (collectively, "Football Assistants") will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Football Assistant from the Foundation's Unrestricted Athletic Funds an Achievement Compensation payment in the greater of:

- i. Twenty five percent (25%) of one (1) monthly installment of the Football Assistant's then-current annual base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football Assistant coaches the Football Team in such Bowl game, or, in the case of the Director of Football Operations, assists in preparing the Football Team to play in such Bowl game; or
- ii. One (1) monthly installment of the Football Assistant's then-current annual base salary if the Football Team appears in a New Year's Six Bowl game, provided that the Football Assistant coaches the Football Team in such Bowl game, or, in the case of the Director of Football Operations, assists in preparing the Football Team to play in such Bowl game.

- 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 Football 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. On January 31, 2019, if this Contract is in effect on such date, and on January 31 of each subsequent year this Contract remains in effect, University shall deposit the sum of One Hundred Thousand Dollars and NO/100 (\$100,000.00), from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion, into an interest bearing annuity 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 on January 31, 2021, shall be considered vested. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided 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 extension 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 extension 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, 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 Football Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, 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, including suspension without pay or termination of employment for significant or repetitive violations.

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 Football camps and clinics on University Football 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.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with Board policies. Coach shall report annually in writing to President through Director all athletically-related income 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.
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 Football 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 Football 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 discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Football 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 a liquidated damages lump sum payment equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract, and seventy-five (75%) percent of the Contingent Premium Benefit remaining to be paid under the unexpired term of this Contract. Such liquidated damages payment shall be issued by University within sixty (60) days of the date of termination, from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion and shall not be subject to any offset or recoupment for any compensation Coach may receive for future employment following termination. All other obligations of University and/or the Foundation to Coach shall cease as of the date of termination.
- ii. 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:
 1. 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. 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 Football 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 Football 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. Poor performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
 9. Failure to administer the Football 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 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.
- 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.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of:

- i. Two Million Seven Hundred Fifty Thousand Dollars and NO/100 (\$2,750,000.00) if such termination occurs on or before December 31, 2018;
 - ii. Two Million Dollars and NO/100 (\$2,000,000.00) if such termination occurs after December 31, 2018, but on or before December 31, 2019;
 - iii. One Million Two Hundred Fifty Thousand Dollars and NO/100 (\$1,250,000.00) if such termination occurs after December 31, 2019, but on or before December 31, 2020;
 - iv. Seven Hundred Fifty Thousand Dollars and NO/100 (\$750,000.00) if such termination occurs after December 31, 2020, but on or before December 31, 2021; or
 - v. Five Hundred Thousand Dollars and NO/100 (\$500,000.00) if such termination occurs after December 31, 2021, but on or before December 31, 2022.
- 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, whom University has contacted and/or recruited, 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.

19. Automatic Termination. This Contract shall automatically terminate upon Coach' 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 Football 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.

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 Football Coach or in any other employment capacity.

22. Miscellaneous.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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 and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- f. University may cancel this 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.
- g. 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.
- h. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- i. 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 the parties, and approved by 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 and has exercised 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 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

William H. Napier
623 Elysian Fields Drive
Lafayette, LA 70508

With copy to:

Pete Roussel
Coaches Consulting Group
2700 Post Oak Boulevard, Suite 1450
Houston, TX 77056

[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**

William H. Napier, Coach

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

Date

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL 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 William H. Napier ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 8, 9, 10, and 17 of the Contract for Employment for Head Football Coach ("Contract") between University and Napier. Any and all sums the Foundation owes pursuant to such agreement shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 8, 9, 10, and 17. 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 Date
University of Louisiana System
By: Dr. E. Joseph Savoie

William H. Napier Date

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

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

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

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

ATHLETIC COMMITTEE

April 12, 2018

Item G.4. University of Louisiana at Lafayette's request for approval of a contract with Ms. Heather Mazeitis-Fontenot, Head Volleyball Coach, effective March 1, 2018.

EXECUTIVE SUMMARY

This agreement is through January 31, 2020. During this period, Coach shall receive an annual base salary of \$70,000 from the University for the term of the contract. The University of Louisiana at Lafayette Foundation may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- \$1,000 if team earns a GPA of 3.0 or above, or team graduation success rate exceeds 60%, and the team academic performance report (APR) is above 930.
- \$500 if team wins conference division.
- \$1,000 if team wins its conference regular-season championship.
- \$1,000 if team wins its conference tournament.
- \$750 if team appears in a National Invitational Volleyball Championship Tournament (NIVC) match.
- The greater of:
 - \$500 if team appears in an NIVC Sweet Sixteen match;
 - \$625 if team appears in an NIVC Elite Eight match;
 - \$1,250 if the team appears in an NIVC Final Four match; or
 - A payment equivalent to one-half of one monthly installment of Coach's then-current base salary if the team wins the NIVC Championship.
- \$1,500 if team appears in an NCAA Volleyball Tournament match; and
- The greater of:
 - \$1,000 if team appears in an NCAA Volleyball Tournament Sweet Sixteen match;
 - \$1,250 if team appears in an NCAA Volleyball Tournament Elite Eight match;
 - \$2,500 if team appears in an NCAA Volleyball Tournament Final Four match; or

- A payment equivalent to one monthly installment of Coach's then-current base salary if the Volleyball Team wins the NCAA Volleyball Tournament Championship.
- \$1,000 if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers' Association.
- \$3,000 if Coach is named the National Coach of the Year by the American Volleyball Coaches Association.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 75% of the Base Salary remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation and will be offset by future compensation earned by Coach as described within the contract.

If the Coach terminates the contract within 12 months following the effective date of this contract to accept a coaching position with another institution, Coach shall be liable to the Foundation for liquidated damages of \$10,000.

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 Ms. Heather Mazeitis-Fontenot, Head Volleyball Coach, effective March 1, 2018.

**CONTRACT FOR EMPLOYMENT
HEAD VOLLEYBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made and effective the 1st day of March, 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 HEATHER MAZEITIS-FONTENOT ("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 Volleyball Program (the "Volleyball 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 Volleyball 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 twenty-three (23) months, terminating on January 31, 2020 ("Initial Term").
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on January 31, 2021, if at any time during the Initial Term of this Contract the University's Volleyball Team (i) wins the regular-season Volleyball championship of the Sun Belt Conference or any other conference of which University may become a member during the Initial Term of this Contract (the "Conference"), (ii) wins the Conference Volleyball Tournament, or (iii) appears in the NCAA Volleyball Championship Tournament. 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, the parties may mutually agree in writing 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 13 herein.
 - d. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any extensions thereof, University continues to accept Coach's services as Head Volleyball Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Volleyball Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Volleyball Program and shall perform such other duties in the University athletic program as Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Volleyball Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Volleyball Program and its personnel in an effective manner to achieve the goals and objectives for the Volleyball 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 Volleyball 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 the performance of her duties or will otherwise interfere with University's interest.
 - e. Staff the Volleyball Program with individuals who strengthen and promote University's educational and ethical mission and standards.

- f. Ensure Volleyball 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 Volleyball Program.
- h. Lead public relations programs for the Volleyball Program and develop campus and community support for the Volleyball 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 Volleyball 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 federal and state laws, as well as all policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (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 Volleyball coaches, student-athlete members of the Volleyball Team, graduate assistants, and Volleyball 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 Volleyball Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
 - o. Adhere to and carry out other directives and responsibilities as may be given by Director and/or President from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Seventy Thousand Dollars and NO/100 (\$70,000.00), payable in equal monthly installments of Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$5,833.33) 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.
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, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion, 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 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 in performing her duties under this Contract.
 - 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 Head Volleyball Coach, the Foundation shall pay to Coach from the Foundation's Unrestricted Athletic Funds the following Achievement Compensation in recognition of her efforts in contributing to the occurrence of the following achievements:
 - 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 Volleyball Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Volleyball Team earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 2. The Volleyball Team earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 3. The graduation success rate of the Volleyball Team as reported by the NCAA exceeds sixty (60%) 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 Volleyball season:
1. Five Hundred Dollars and NO/100 (\$500.00) if the Volleyball Team wins its Conference division;
 2. One Thousand Dollars and NO/100 (\$1,000.00) if the Volleyball Team wins its Conference regular-season Volleyball championship,
 3. One Thousand Dollars and NO/100 (\$1,000.00) if the Volleyball Team wins its Conference Volleyball tournament;
 4. Seven Hundred Fifty Dollars and NO/100 (\$750.00) if the Volleyball Team appears in a National Invitational Volleyball Championship Tournament ("NIVC") match;
 5. The greater of:
 - a. Five Hundred Dollars and NO/100 (\$500.00) if the Volleyball Team appears in a NIVC Sweet Sixteen match;
 - b. Six Hundred Twenty Five Dollars and NO/100 (\$625.00) if the Volleyball Team appears in a NIVC Elite Eight match;
 - c. One Thousand Two Hundred Fifty Dollars and NO/100 (\$1,250.00) if the Volleyball Team appears in a NIVC Final Four match; or
 - d. A payment equivalent to one-half (1/2) of one (1) monthly installment of Coach's then-current base salary if the Volleyball Team wins the NIVC Championship.
 6. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Volleyball Team appears in an NCAA Volleyball Tournament match; and
 7. The greater of:

- a. One Thousand Dollars and NO/100 (\$1,000.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Sweet Sixteen match;
- b. One Thousand Two Hundred Fifty Dollars and NO/100 (\$1,250.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Elite Eight match;
- c. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Final Four match; or
- d. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Volleyball Team wins the NCAA Volleyball Tournament Championship.

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 either the Conference or the Louisiana Sports Writers' Association; and
2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the American Volleyball Coaches Association.

- b. **Assistant Coach Achievement Compensation.** University acknowledges the Volleyball Assistant Coaches will contribute valuably to the occurrence of the Volleyball Team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Volleyball Assistant Coach an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during each Volleyball Assistant Coach's employment as a Volleyball Assistant Coach. The Foundation shall issue such Achievement Compensation payments to the Volleyball Assistant Coaches 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 Volleyball Assistant Coach) 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 Volleyball Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, 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, including suspension without pay or termination of employment for significant or repetitive violations.

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 Volleyball camps and clinics on University Volleyball 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. Coach may earn income and revenue 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 through Director all athletically-related income 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 Volleyball 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 Volleyball 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 Volleyball 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.
- ii. In the event of a termination described in Section 14(a)(i), Coach shall actively seek employment commensurate with her education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 14(a)(i) shall be offset and reduced on a monthly basis by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including 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 (a "Subsequent Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity.
- iii. Within fourteen (14) days after accepting any Subsequent Position, Coach shall furnish to University notice of said employment, including the terms of her employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in her 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 14(a)(i) shall cease.

- iv. 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. 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. 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 Volleyball 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 Volleyball 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. Poor performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
 9. Failure to administer the Volleyball 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 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.
- 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. In no event shall either University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

15. Termination by Coach.

- a. 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 at any time prior to the expiration of the Term of this Contract:
 - i. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
 - ii. 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, whom University has contacted and/or recruited, 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.
- b. In addition to the provisions of Section 15(a), above, if Coach terminates this Contract within twelve (12) months following the Effective Date of this Contract to accept a coaching position with another institution, 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).

16. **Automatic Termination.** This Contract shall automatically terminate upon Coach' 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 Volleyball 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 Volleyball 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 and 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 she receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to 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 and has exercised 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:
 Heather Mazeitis-Fontenot
 1125 Beacon Road
 Mamou, LA 70554

[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**

Heather Mazeitis-Fontenot, Coach

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

Date

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD VOLLEYBALL 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 Heather Mazeitis-Fontenot ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Volleyball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6, 7, and 14 of the Contract for Employment for Head Volleyball Coach ("Contract"). Any and all sums the Foundation owes pursuant to such contract 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 6, 7, and 14. 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 Date
University of Louisiana System
By: Dr. E. Joseph Savoie

Heather Mazeitis-Fontenot Date

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

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

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

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

ATHLETIC COMMITTEE

April 12, 2018

Item G.5. University of Louisiana at Lafayette's request for approval of a contract with Mr. Tony Robichaux, Head Baseball Coach, effective February 1, 2018.

EXECUTIVE SUMMARY

This agreement is through June 30, 2024. During this period Coach shall receive an annual base salary of \$200,000 from the University for the term of the contract, and increases by \$5,000 on July 1, 2019, and each year thereafter. The University of Louisiana at Lafayette Foundation shall pay Coach \$30,000 for each of the contract years for his role in the promotion and production of the University baseball program through radio and television programs. In addition, the Foundation may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- For each home baseball game, up to 20 tickets will be provided to Coach.
- \$10,000 if team wins regular season conference championship.
- \$10,000 if team wins conference tournament championship, or makes an NCAA at-large appearance.
- \$5,000 if team hosts an NCAA Regional.
- The greater of \$15,000 if team appears in an NCAA Super Regional or \$20,000 if team hosts an NCAA Super Regional.
- \$25,000 if team appears in the College World Series.
- The greater of \$10,000 if team appears in the College World Series Finals, or \$25,000 if team wins the College World Series.
- \$5,000 if baseball team earns a GPA of 3.0 or above, or team graduation success rate exceeds 60%, and the team academic performance report (APR) is above 930.
- \$5,000 if Coach is named Coach of the Year by the Conference.
- \$5,000 if Coach is named Louisiana Coach of the Year.
- \$7,000 if Coach is named South Regional Coach of the Year.
- \$10,000 if Coach is named National Coach of the Year by certain groups.
- \$2,500 if average baseball paid attendance for home games in a season equals or exceeds 2,500.
- University shall deposit \$30,000 to an interest bearing annuity on Coach's behalf at the end of each year of the contract term.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 75% of the Base Salary remaining to be paid under the unexpired term of this contract, and 75% of the Contingent Premium Benefit remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation, and will be offset by future compensation earned by Coach as described within the contract.

If the Coach terminates the contract prior to the expiration of its term, Coach shall be liable to the Foundation for liquidated damages as follows:

- \$100,000 if such termination occurs on or before June 30, 2018;
- \$85,000 if such termination occurs after June 30, 2018, but on or before June 30, 2019;
- \$70,000 if such termination occurs after June 30, 2019, but on or before June 30, 2020;
- \$55,000 if such termination occurs after June 30, 2020, but on or before June 30, 2021;
- \$40,000 if such termination occurs after June 30, 2021, but on or before June 30, 2022;
- or
- \$25,000 if such termination occurs any time after June 30, 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. Tony Robichaux, Head Baseball Coach, effective February 1, 2018.

**CONTRACT FOR EMPLOYMENT
HEAD BASEBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made and effective the 1st day of February, 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 ANTHONY ROBICHAUX (“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 Baseball Program (the “Baseball Program”) pursuant to the terms and conditions of a certain Contract of Employment dated June 5, 2015 (the “Prior Agreement”), by and between the Board and Coach, with the term of the Prior Agreement ending on June 30, 2020;

WHEREAS, University desires to continue to employ Coach as Head Coach of the Baseball Program, and Coach desires to continue to be employed by University, 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 January 31, 2018, and replace the Prior Agreement in its entirety with this Contract, which the parties agree shall supersede the Prior Agreement unless otherwise expressly set forth in this 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 mutually terminate the Prior Agreement pursuant to page 14, Section 16(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 Baseball 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 six (6) years and five (5) months, terminating on June 30, 2024 (“Initial Term”).

- b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on June 30, 2025, if at any time during the Initial Term of this Contract University's Baseball Team (i) wins the regular-season Baseball 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 Baseball Tournament Championship, or (iii) appears in an NCAA Baseball Tournament Regional 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, the parties may mutually agree in writing 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 solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any extensions thereof, University continues to accept Coach's services as Head Baseball Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Baseball Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Baseball Program and shall perform such other duties in the University athletic program as Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Baseball Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Baseball Program and its personnel in an effective manner to achieve the goals and objectives for the Baseball 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 Baseball 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 Baseball Program with individuals who strengthen and promote University's educational and ethical mission and standards.
 - f. Ensure Baseball 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 Baseball Program.
 - h. Lead public relations programs for the Baseball Program and develop campus and community support for the Baseball 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 Baseball 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 National Collegiate Athletic Association (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 Baseball coaches, student-athlete members of the Baseball team, graduate assistants, and Baseball 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 Baseball 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 Two Hundred Thousand Dollars and NO/100 (\$200,000.00), payable in equal monthly installments of Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$16,666.67) 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 addition to any increases applicable pursuant to Section 4(a), Coach's then-current Base Salary shall be increased by Five Thousand Dollars and NO/100 (\$5,000.00) on July 1, 2019, and on July 1 of each subsequent year this Contract remains in effect.
 - c. In the event that this Contract is extended through June 30, 2025, pursuant to Section 2(b), above, Coach's Base Salary for the period of July 1, 2024 to June 30, 2025, 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. **Baseball Tickets.** University shall provide Coach up to twenty (20) tickets per home Baseball game for personal or promotional use.
7. **Additional Benefits.** University shall also pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion, 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 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; 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, supplemental compensation in the amount of Thirty Thousand Dollars and NO/100 (\$30,000.00) annually, to be paid in equal monthly installments of Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00). Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the Baseball 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 Baseball season.
- b. The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head Baseball 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 Baseball Coach.
- c. 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.
- d. 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 Baseball Coach.

- e. 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 Baseball 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.** A payment of Five Thousand Dollars and NO/100 (\$5,000.00) per year of this Contract upon the happening of the following event which occurs earliest in any year of this Agreement, if at all, provided that University has been notified that the Football Team's cumulative Academic Performance Report (APR) average is above 930:
 - 1. The Baseball Team earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 - 2. The Baseball Team earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 - 3. The graduation success rate of the Baseball team as reported by the NCAA exceeds sixty (60%) percent.
 - 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 Baseball season:
 - 1. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Baseball team wins its Conference regular-season Baseball championship;
 - 2. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Baseball team either wins its Conference Baseball tournament or earns an NCAA Baseball Tournament at-large appearance;
 - 3. Five Thousand Dollars and NO/100 (\$5,000.00) if the Baseball team hosts an NCAA Baseball Tournament Regional;
 - 4. The greater of Fifteen Thousand Dollars and NO/100 (\$15,000.00) if the Baseball team appears in an NCAA Baseball Tournament Super Regional, or Twenty Thousand Dollars and NO/100 (\$20,000.00) if the Baseball team hosts an NCAA Baseball Tournament Super Regional;

5. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Baseball team appears in the College World Series; and
 6. The greater of Ten Thousand Dollars and NO/100 (\$10,000.00) if the Baseball team appears in the College World Series Finals, or Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Baseball team wins the College World Series.
- 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. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Conference;
 2. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
 3. Seven Thousand Dollars and NO/100 (\$7,000.00) if Coach is named the South Regional Coach of the Year by the American Baseball Coaches Association; and
 4. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named the National Coach of the Year by the American Baseball Coaches Association, College Coach of the Year by Baseball America, Coach of the Year by Collegiate Baseball, National Coach of the Year by the National Collegiate Baseball Writers Association, the Skip Bertman National Coach of the Year by the College Baseball Foundation; 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 Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) for any year during which the average paid attendance for Baseball Program home games is two thousand five hundred (2,500) or greater.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Baseball Assistant Coaches and Director of Baseball Operations (collectively, "Baseball Assistants") will contribute valuably to the occurrence of the Baseball Team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Baseball Assistant an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during each Baseball Assistant's employment as a Baseball Assistant. The Foundation shall issue such Achievement Compensation payments to the Baseball 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 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 Baseball 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 Baseball Coach. Accordingly, on July 1 of each year this Contract remains in effect, University shall deposit the sum of Thirty Thousand Dollars and NO/100 (\$30,000.00), from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion, 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 on June 30, 2020, and again on June 30, 2024. 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, 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 Baseball Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, 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, including suspension without pay or termination of employment for significant or repetitive violations.

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 Baseball camps and clinics on University Baseball 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. Coach may earn income and revenue 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 through Director all athletically-related income 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.

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 Baseball 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 Baseball 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 discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Baseball 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, 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, and seventy-five (75%) percent of the Contingent Premium Benefit 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 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.
- ii. 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 from employment as a head coach, assistant coach, or other administrative position (for example, Director of Baseball Operations) that is part of the baseball coaching staff of either a college, university, or professional sports organization (a "Coaching Position"). Coach shall engage in reasonable efforts to seek a reasonable Coaching Position commensurate with his education and experience. 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.
- iii. 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) shall cease.

- iv. 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:
 1. 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. 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 Baseball 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

Baseball 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. Poor performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
 9. Failure to administer the Baseball 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 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.
- 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.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of:
 - i. One Hundred Thousand Dollars and NO/100 (\$100,000.00) if such termination occurs on or before June 30, 2018;
 - ii. Eighty-Five Thousand Dollars and NO/100 (\$85,000.00) if such termination occurs after June 30, 2018, but on or before June 30, 2019;
 - iii. Seventy Thousand Dollars and NO/100 (\$70,000.00) if such termination occurs after June 30, 2019, but on or before June 30, 2020;

- iv. Fifty-Five Thousand Dollars and NO/100 (\$55,000.00) if such termination occurs after June 30, 2020, but on or before June 30, 2021;
 - v. Forty Thousand Dollars and NO/100 (\$40,000.00) if such termination occurs after June 30, 2021, but on or before June 30, 2022; or
 - vi. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if such termination occurs any time after June 30, 2022.
- 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, whom University has contacted and/or recruited, 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.

19. Automatic Termination. This Contract shall automatically terminate upon Coach' 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 Baseball 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.

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 Baseball 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 and 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 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 and has exercised 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 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
Tony Robichaux
218 Edgewood Ave.
Rayne, LA 70578

With copy to:
Patrick Strong
BALCH Sports
503 Eastwood Place
Birmingham, AL 35216

[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**

Anthony Robichaux, Coach

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

Date

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD BASEBALL 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 Anthony Robichaux ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Baseball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 8, 9, 10 and 17 of the Contract for Employment for Head Baseball 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, 8, 9, 10, and 17. 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.

_____	Date	_____	Date
Board of Supervisors of the University of Louisiana System By: Dr. E. Joseph Savoie, President, University of Louisiana at Lafayette		Anthony Robichaux	

_____ Date

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

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

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

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

ATHLETIC COMMITTEE

April 12, 2018

Item G.6. University of Louisiana at Lafayette's request for approval of a contract with Mr. Garry Brodhead, Head Women's Basketball Coach, effective April 1, 2018.

EXECUTIVE SUMMARY

Under the proposed four-year agreement effective through March 31, 2022, Coach's salary for each year is \$175,000, and increases by \$5,000 on April 1, 2019, and each year thereafter. The contract also provides that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay Coach a premium benefit of \$42,000 for each of the contract years for his role in the promotion and production of the University's women's basketball program through radio and television programs. In addition, the Foundation may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- \$10,000 if team earns a GPA of 3.0 or above, or team graduation success rate exceeds 60%, and the team academic performance report (APR) is above 930.
- The greater of \$10,000 if team wins its Conference regular-season Women's Basketball championship, or \$15,000 if team wins its Conference Women's Basketball tournament.
- The greater of \$5,000 if the team appears in the Women's National Invitational Tournament (WNIT), or a payment equivalent to one month of Coach's then-current base salary if the team wins the WNIT Championship.
- The greater of:
 - \$7,500 per game that the team wins during the first two rounds of the NCAA Women's Basketball Tournament;
 - \$12,500 if the team appears in an NCAA Women's Basketball Tournament Elite Eight game;
 - A payment equivalent to one month of Coach's then-current base salary if the team appears in an NCAA Women's Basketball Tournament Final Four game; or
 - A payment equivalent to two months of Coach's then-current base salary if the team wins the NCAA Women's Basketball Tournament Championship.

- \$5,000 if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers' Association.
- \$10,000 if Coach is named the National Coach of the Year by certain groups.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 75% of the Base Salary remaining to be paid under the unexpired term of this contract, and 75% of the Contingent Premium Benefit remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation, and will be offset by future compensation earned by Coach as described within the contract.

If the Coach terminates the contract prior to the expiration of its term, Coach shall be liable to the Foundation for liquidated damages as follows:

- \$400,000 if such termination occurs on or before March 31, 2019;
- \$290,000 if such termination occurs after March 31, 2019, but on or before March 31, 2020;
- \$175,000 if such termination occurs after March 31, 2020, but on or before March 31, 2021;
- \$100,000 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. Garry Brodhead, Head Women's Basketball Coach, effective April 1, 2018.

**CONTRACT FOR EMPLOYMENT
HEAD WOMEN'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 GARRY P. BRODHEAD ("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 Women's Basketball Program (the "Women's Basketball Program") pursuant to the terms and conditions of a certain Contract of Employment dated May 1, 2014 (the "Prior Agreement"), by and between the Board and Coach, with the term of the Prior Agreement ending on March 31, 2018; and

WHEREAS, University desires to continue to employ Coach as Head Coach of the Women's Basketball Program, and Coach desires to continue to be employed by University after the expiration of 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 agree as follows:

1. **Employment.** University hereby employs Coach as Head Coach of its Women'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 commence on 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 the Women's Basketball Team (i) wins the regular-season Women's Basketball 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"), (ii) wins the Conference Women's Basketball Tournament, or (iii) appears in the NCAA Women's Basketball Tournament. 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, 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 14 herein.
 - d. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any extensions thereof, University continues to accept Coach's services as Head Women's Basketball Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Women's Basketball Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Women's Basketball Program and shall perform such other duties in the University athletic program as Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Women's Basketball Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Women's Basketball Program and its personnel in an effective manner to achieve the goals and objectives for the Women'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 Women'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 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 Women's Basketball Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Ensure Women'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 Women's Basketball Program.
- h. Lead public relations programs for the Women's Basketball Program and develop campus and community support for the Women'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 Women'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 policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (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 Basketball coaches, student-athlete members of the Women's Basketball Team, graduate assistants, and Women'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. Ensure the Women'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.
- 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 One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00), payable in equal monthly installments of Fourteen Thousand Five Hundred Eighty-Three Dollars and Thirty-Three cents (\$14,583.33) 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 addition to any increases applicable pursuant to Section 4(a), Coach's then-current Base Salary shall be increased by Five Thousand Dollars and NO/100 (\$5,000.00) on April 1, 2019, and on April 1 of each subsequent year that this Contract remains in effect.
- c. 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. **Additional Benefits.** University shall also pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion, 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 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 in performing his duties under this Contract; and

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

7. 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, supplemental compensation in the amount of Forty-Two Thousand Dollars and NO/100 (\$42,000.00) annually, to be paid in equal monthly installments of Three Thousand Five Hundred Dollars and NO/100 (\$3,500.00). Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the Women'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 Women's Basketball season.
- b. The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head Women's Basketball coaches in the promotion and production of similar programs at other 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 Women's Basketball Coach.
- c. 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.
- d. 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 Women's Basketball Coach.
- e. 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.

10.8. Achievement Compensation.

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

i. **Academic Achievement Compensation.** A payment of Ten Thousand Dollars and NO/100 (\$10,000.00) 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 Volleyball Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Women's Basketball Team earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
2. The Women's Basketball Team earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
3. The graduation success rate of the Women's Basketball Team as reported by the NCAA exceeds sixty (60%) percent.

ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 8(a)(i), Coach shall receive all of the following which may apply per basketball season:

1. The greater of Ten Thousand Dollars and NO/100 (\$10,000.00) if the Women's Basketball Team wins its Conference regular-season Women's Basketball championship, or Fifteen Thousand Dollars and NO/100 (\$15,000.00) if the Women's Basketball Team wins its Conference Women's Basketball tournament;
2. The greater of Five Thousand Dollars and NO/100 (\$5,000.00) if the Women's Basketball Team appears in the Women's National Invitational Tournament ("WNIT"), or a payment equivalent to one month of Coach's then-current base salary if the Women's Basketball Team wins the WNIT Championship; and
3. The greater of:
 - a. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) per game which the Women's Basketball Team wins during the first two rounds of the NCAA Women's Basketball Tournament;
 - b. Twelve Thousand Five Hundred Dollars and NO/100 (\$12,500.00) if the Women's Basketball Team appears in a NCAA Women's Basketball Tournament Elite Eight game;

- c. A payment equivalent to one (1) month of Coach's then-current base salary if the Women's Basketball Team appears in a NCAA Women's Basketball Tournament Final Four game; or
 - d. A payment equivalent to two (2) months of Coach's then-current base salary if the Women's Basketball Team wins the NCAA Women's Basketball Tournament Championship.
 - iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 8(a)(i) and 8(a)(ii), Coach shall receive all of the following which may apply:
 - 1. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers' Association; and
 - 2. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named the Naismith Coach of the Year by the Atlanta Tipoff Club, National Coach of the Year by Women's Basketball Coaches Association, College Basketball Coach of the Year by the Associated Press, or National Coach of the Year by the United States Basketball Writers Association; however, only one (1) payment shall be due under this Section 8(a)(iii)(2) even if Coach is named the recipient of more than one award set forth herein.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Women's Basketball Assistant Coaches and Director of Women's Basketball Operations (collectively, "Women's Basketball Assistants") will contribute valuably to the occurrence of the Women's Basketball Team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Women's Basketball Assistant an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during each Women's Basketball Assistant's employment as a Women's Basketball Assistant. The Foundation shall issue such Achievement Compensation payments to the Women's Basketball 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 8 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 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.

11.9. 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 Women's Basketball Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, 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, including suspension without pay or termination of employment for significant or repetitive violations.

12.10. 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 Women's Basketball camps and clinics on University Women'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.

13.11. Outside Income. Coach may earn income and revenue 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 through Director all athletically-related income 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.

14.12. 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.

15.13. 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 Women's Basketball 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 Basketball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

16.14. 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 Basketball season and from time to time as Director or Director's designee deems reasonably necessary and warranted.

17.15. 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, and seventy-five (75%) percent of the Contingent Premium Benefit 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 15(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion.
- ii. In the event of a termination described in Section 15(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 15(a)(i) shall be offset and reduced on a monthly basis by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including 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 (a "Subsequent Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity.
- iii. Within fourteen (14) days after accepting any Subsequent 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 15(a)(i) shall cease.

- iv. Payment of liquidated damages under this Section 15(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. 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. Failure to comply with a lawful directive from Director, 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 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 Women's Basketball 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. Poor performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
 9. Failure to administer the Women'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 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.
- 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.

18.16. 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.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of:
 - i. Four Hundred Thousand Dollars and NO/100 (\$400,000.00) if such termination occurs on or before March 31, 2019;
 - ii. Two Hundred Ninety Thousand Dollars and NO/100 (\$290,000.00) if such termination occurs after March 31, 2019, but on or before March 31, 2020;

- iii. One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00) if such termination occurs after March 31, 2020, but on or before March 31, 2021;
 - iv. One Hundred Thousand Dollars and NO/100 (\$100,000.00) if such termination occurs after March 31, 2021, but on or before March 31, 2022;
- 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, whom University has contacted and/or recruited, 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.

19.17. Automatic Termination. This Contract shall automatically terminate upon Coach' 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 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.

20.18. 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.

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

22.20. 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 and 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 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 and has exercised 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.

23.21. Notices. Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

Unless hereinafter changed via written notice to 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:
Garry P. Brodhead
706 Waterview Rd.
Youngsville, LA 70592

With copy to:
Robert David
P.O. Drawer 51268
Lafayette LA 70505-1268

[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**

Garry P. Brodhead, Coach

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

Date

Date

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

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

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

ATHLETIC COMMITTEE

April 12, 2018

Item G.7. University of Louisiana at Monroe's request for approval of a contract with Mr. Ryan Cross, Associate Men's Basketball Coach, effective May 1, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2020, Coach's base annual salary is \$110,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary.

In the event the University terminates the contract without cause, Coach shall be entitled to the amount he would have earned through term of contract, or the current fiscal year, whichever occurs first, except the amount shall not exceed two months of base salary. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval of a contract with Mr. Ryan Cross, Associate Men's Basketball Coach, effective May 1, 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

March 20, 2018

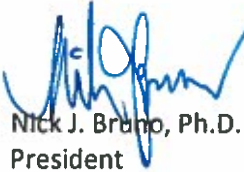
Dr. James B. Henderson, President
University of Louisiana System
1201 Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract for Mr. Ryan Cross, Associate Head Men's Basketball Coach, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.
President

**CONTRACT OF EMPLOYMENT
ASSOCIATE HEAD MEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into on this ____ day of April, 2018, between University of Louisiana at Monroe and through its President, (hereinafter sometimes referred to as "University" or "ULM"), and Ryan Cross (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 University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1

The UNIVERSITY does hereby employ COACH as Associate Head Men's Basketball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to men's basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President, Director of Intercollegiate Athletics (Athletics Director), and Head Men's Basketball Coach. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, the UNIVERSITY may terminate this agreement pursuant to the terms and

conditions for *causal* termination by the UNIVERSITY as set forth in section 7.3 of this contract.

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on the 1st day of May, 2018, and terminating without further notice to COACH on the 30th day of April, 2020, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the 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 the 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 shall pay COACH an annual salary of One Hundred Ten Thousand Dollars and No Cents (\$110,000.00), payable on a bi-weekly basis.

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

3.3 The University does not guarantee amounts due under this contract beyond the current year fiscal year. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 7.0.

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.

4.6 COACH shall receive a monthly cell phone allowance of \$45 to be paid by University and included on the COACH's bi-weekly payroll check.

5.0 Outside Income-Subject to Compliance with Board Rules

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. If found in violation of NCAA regulations, COACH shall be subject to

disciplinary or corrective action as set forth in the NCAA infractions process (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

6.2 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. Violations of such laws, rules, regulations, or policies by COACH shall be sufficient cause for disciplinary action against COACH, including suspension without pay for a period time or termination of employment.

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

7.0 Termination

7.1 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 will notify the President of the University of Louisiana

System.

7.2 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, COACH shall be entitled to the remaining base salary that COACH would have earned through the expiration of this Contract or the current fiscal year, whichever occurs first, except that liquidated damages shall not exceed two months of base salary, payable by the University either in a lump sum no later than sixty (60) days from the effective date of the termination or in monthly installments until such amount is paid in full at the sole discretion of the University.

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

as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

7.4 In lieu of termination for cause, and apart from any rights it may have under this Section 7.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY.

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

7.6 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned during the

current fiscal year, whichever is the lesser amount. The liquidated damages shall be due and payable to the UNIVERSITY in a lump sum within sixty (60) days of the date of termination.

7.7 If current Head Men's Basketball Coach departs the University or is reassigned to another position at the University for any reason whatsoever (voluntary or involuntary) prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) calendar days from the employment or service termination date (whichever occurs first) for the Head Men's Basketball Coach, and the University is not liable to COACH for any amounts whatsoever that would have been owed to COACH under this agreement but for this termination or reassignment.

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


8.0 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.

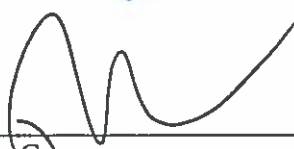
9.0 Force Majeure

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.



Nick J. Bruno, PhD
President
University of Louisiana at Monroe



Ryan Cross
Associate Head Men's Basketball 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