

**AGENDA  
ATHLETIC COMMITTEE  
BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
\*10:50 a.m., Thursday, June 21, 2018\*\*  
Room 100, "Louisiana Purchase Room"  
Claiborne Conference Center  
1201 North Third Street  
Baton Rouge, Louisiana**

**MEMBERS:**

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

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

**Board Agenda Item G.1.**

**Grambling State University's** request for approval of a contract with Mr. Broderick Fobbs, Head Football Coach, effective July 1, 2018.

**Board Agenda Item G.2.**

**Louisiana Tech University's** request for approval of a contract with Mr. Matthew Aaron Terry, Head Men's Golf Coach, effective August 1, 2017.

**Board Agenda Item G.3.**

**McNeese State University's** request for approval of a contract with Ms. Helena Besovic, Head Women's Tennis Coach, effective July 1, 2018.

**Board Agenda Item G.4.**

**McNeese State University's** request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men's Golf Coach, effective July 1, 2018.

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

**Board Agenda Item G.5.**

**McNeese State University's** request for approval of a contract with Mr. Andrew Fitzgerald, Head Women's Soccer Coach, effective July 1, 2018.

**Board Agenda Item G.6.**

**McNeese State University's** request for approval of a contract with Ms. Ashleigh M. Fitzgerald, Head Women's Volleyball Coach, effective July 1, 2018.

**Board Agenda Item G.7.**

**McNeese State University's** request for approval of a contract with Mr. Michael E. Fluty, Head Women's Golf Coach, effective July 1, 2018.

**Board Agenda Item G.8.**

**McNeese State University's** request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women's Track Coach, effective July 1, 2018.

**Board Agenda Item G.9.**

**Nicholls State University's** request for approval of a contract with Mr. James Austin Claunch, Head Men's Basketball Coach, effective March 29, 2018.

**Board Agenda Item G.10.**

**Northwestern State University's** request for approval of a contract with Mr. Jared Myatt, Head Strength and Conditioning Coach, effective April 2, 2018.

**Board Agenda Item G.11.**

**Northwestern State University's** request for approval of an amendment to a contractual agreement with Mr. Mike McConathy, Head Men's Basketball Coach, effective May 1, 2018.

**Board Agenda Item G.12.**

**Southeastern Louisiana University's** request for approval of a contract with Mr. Jason Hayes, Head Women's Tennis Coach, effective June 1, 2018.

**Board Agenda Item G.13.**

**Southeastern Louisiana University's** request for approval of a contract with Mr. Jay Ladner, Head Men's Basketball Coach, effective May 1, 2018.

**Board Agenda Item G.14.**

**Southeastern Louisiana University's** request for approval of a contract with Ms. Ayla Guzzardo, Head Women's Basketball Coach, effective May 1, 2018.

**Board Agenda Item G.15.**

**Southeastern Louisiana University's** request for approval of a contract with Mr. Corey Mistretta, Track and Field Coach, effective April 29, 2018.

**Board Agenda Item G.16.**

**Southeastern Louisiana University's** request for approval of a contract with Mr. Richard Fremin, Head Softball Coach, effective June 1, 2018.

**Board Agenda Item G.17.**

**University of Louisiana at Lafayette's** request for approval of a contract with Mr. Michael Desormeaux, Assistant Football Coach, effective January 1, 2018.

**Board Agenda Item G.18.**

**University of Louisiana at Lafayette's** request for approval of a contract with Mr. Zaccheus Etheridge, Assistant Football Coach, effective January 21, 2018.

**Board Agenda Item G.19.**

**University of Louisiana at Lafayette's** request for approval of a contract with Mr. Mark Hocke, Head Strength and Conditioning Coach and Associate Head Football Coach, effective January 1, 2018.

**Board Agenda Item G.20.**

**University of Louisiana at Lafayette's** request for approval of a contract with Mr. Jabbar Juluke, Assistant Football Coach, effective January 1, 2018.

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.1. Grambling State University's request for approval of a contract with Mr. Broderick Lee Fobbs, Head Men's Football Coach, effective July 1, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through December 31, 2022, Coach's annual salary is \$198,000. In addition, Coach will be entitled to an annual supplemental payment from the Grambling University Foundation of \$121,000. Finally, Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals, which will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year:

- APR meeting or exceeding the NCAA benchmark - \$15,000
- Black College National Champion - \$15,000
- Celebration Bowl Champion - \$25,000
- SWAC Championship - \$10,000
- Bayou Classic Champion - \$7,500
- SWAC Coach of the Year - \$10,000
- SWAC Division Champion - \$5,000

In the event the University terminates the contract without cause, Coach shall be entitled to one year of the base salary that he would have earned in the last year of his contract beginning on the date of termination. In the event the Coach terminates the contract without cause to become a football coach, Coach shall be liable to the University for 50% of the base salary that he would have earned in the last year of his contract.

**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 Grambling State University's request for approval of a contract with Mr. Broderick Lee Fobbs, Head Men's Football Coach, effective July 1, 2018.***



**CONTRACT OF EMPLOYMENT  
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 1st day of July 2018, between Grambling State University and through its President, Richard J. Gallot, Jr. and Broderick Lee Fobbs (hereafter 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 Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head football coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Athletic Director.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling 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 Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

**2.0 Term**

- 2.1 The term of this agreement is for a fixed period commencing on the 1<sup>st</sup> day of July, 2018, and terminating without further notice to COACH on the 31<sup>st</sup> day of December 2022, unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in

no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Grambling State University.

### 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary of one-hundred ninety-eight thousand and nine-hundred dollars (\$198,900.00) per year for the term of this agreement, payable on a monthly basis.
- 3.2 Coach shall also be entitled to receive an annual supplemental payment from the Grambling University Foundation of one-hundred twenty-one thousand and one-hundred dollars (\$121,000) payable monthly.
- 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 11.
- 3.4 Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

3.4.1 APR meeting or exceeding the NCAA benchmark <sup>1</sup>	Coach \$15,000.00
3.4.2 Black College National Champion	\$15,000.00
3.4.3 Celebration Bowl Champion	\$25,000.00
3.4.4 SWAC Championship	\$10,000.00
3.4.5 Bayou Classic Champion	\$7,500.00
3.4.6 SWAC Coach of the Year	\$10,00.00
3.4.7 SWAC Division Champion	\$5,000.00

- 3.5 In the event Coach achieves goals 3.4.1, 3.4.2, 3.4.3, or achieves a regular season record greater than .500, GSU will make available an amount ("bonus pool") that coach may use to provide incentive compensation to his assistant coaches. The bonus pool will be awarded as follows.

3.5.1 APR—Meeting or exceeding the NCAA Benchmark	\$15,000.00
3.5.2 Regular Season Record >.500	\$15,000.00
3.5.3 Black College National Champion	\$20,000.00
3.5.4 Celebration Bowl Champion	\$25,000.00
3.5.5 SWAC Championship	\$20,000.00

- 3.6 All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year.

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<sup>1</sup> This shall be based upon the APR score as reported by the NCAA in its annual APR report.

#### **4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a television/radio show to promote the Grambling State University Football Team.
- 4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
- a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/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/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 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 which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.
  - e) The COACH is an independent contractor during said 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 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 television/radio 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.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the

- University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - 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, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - 1.0 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.
    - 2.0 Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - d) The COACH's schedule to conduct such camps will be coordinated and established by COACH in consultation with the Director of Athletics.
    - 1.0 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps.
  - 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 which arise out of COACH's gross negligence or willful misconduct 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 Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

## **6.0 Employee Benefits**

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

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

- 7.1 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. COACH shall be entitled to retain revenue generated from his operation of football camps and/or football 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.
- 7.2 COACH shall report annually in writing to the President through the Athletic Director on July 1<sup>st</sup> all athletic 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).

## **8.0 Apparel, Equipment Endorsements**

- 8.1 The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel or equipment manufacturers. 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.

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

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

## **10.0 Football Staff**

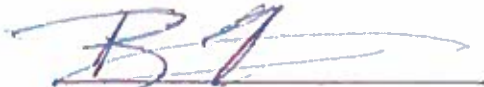
- 10.1 COACH shall have the authority to select unclassified football personnel upon authorization by the Athletic Director and approval by the President and Board of Supervisors for the University of Louisiana System as required by board policies. COACH shall be responsible to set and oversee the schedule of football games and related activities, as long as such schedules are approved by the Athletic Director and complies with all University policies and procedures.

## **11.0 Termination**

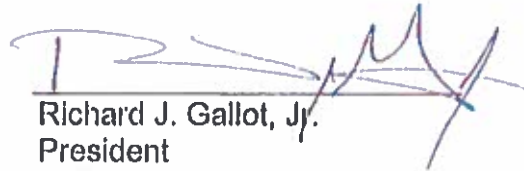
- 11.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.
- 11.2 In the event the University terminates the Contract, without cause, COACH shall be entitled to one year of the base salary that he would have earned in the last year of his contract beginning on the date of termination.
- 11.3 In the event COACH terminates the Contract without cause to become a football coach, then, COACH would be liable to the University for liquidated damages of 50% of the base salary that he would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a football coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 11.4 COACH may be terminated by the President taking into account the recommendation of the Athletic Director at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it

shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.

- 11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances(force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.



Broderick Lee Fobbs  
Head Football Coach  
Grambling State University



Richard J. Gallot, Jr.  
President  
Grambling State University



Paul Bryant  
Director of Athletics  
Grambling State University



David Aubrey  
Chairman  
Grambling University Foundation

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

\_\_\_\_\_  
PRESIDENT-BOARD OF SUPERVISORS

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.2.** Louisiana Tech University's request for approval of a contract with Mr. Matthew Aaron Terry, Head Men's Golf Coach, effective August 1, 2017.

**EXECUTIVE SUMMARY**

This agreement is for the period from August 1, 2017, through July 31, 2022. During this period, Coach's annual salary is \$60,000. The Louisiana Tech University Foundation shall pay Coach the sum of \$20,000 annually for his role in the Louisiana Tech Radio Network and for Coach's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Golf.

In addition, the Louisiana Tech University Foundation will pay Coach the following annual performance incentives as salary supplements:

- \$15,000 for being named National Coach of the Year;
- \$5,000 supplemental payment(s) for the following:
  - Conference tournament team champion;
  - Conference Coach of the Year;
  - NCAA team tournament participation;
  - NCAA team tournament finals.
- \$1,000 supplemental payment for the following: if the team does not participate in the NCAA team tournament, then Coach may earn this supplement per player participating as an individual in the NCAA Tournament.

Such salary supplements are cumulative and cannot exceed \$25,000.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to the guaranteed compensation for the remainder of the term of the contract as detailed in the contract. The Foundation's obligation to pay Coach's guaranteed compensation for the remainder of the term of the contract shall be subject to Coach's duty to mitigate his damages.

If Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to July 1, 2018, Coach shall be liable to the Foundation for liquidated damages in the amount of \$80,000;

- If prior to July 1, 2019, Coach shall be liable to the Foundation for liquidated damages in the amount of \$40,000;
- If prior to July 1, 2020, Coach shall be liable to the Foundation for liquidated damages in the amount of \$20,000;
- If prior to July 1, 2021, Coach shall be liable to the Foundation for liquidated damages in the amount of \$10,000.

The University and the Louisiana Tech University Foundation signed this joint agreement with 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 Louisiana Tech University's request for approval of a contract with Mr. Matthew Aaron Terry, Head Men's Golf Coach, effective August 1, 2017.



LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

RECEIVED

MAY 30 2018

May 25, 2018

UNIVERSITY OF  
LOUISIANA SYSTEM

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

I am pleased to submit for the Board's approval the Contract of Employment between Louisiana Tech University and Matthew Aaron Terry, who was hired as the head golf coach for a five-year term commencing August 1, 2017 and ending on July 31, 2022. Louisiana Tech University has agreed to pay Coach Terry a base annual salary of \$60,000; the Louisiana Tech University Foundation has agreed to pay the sum of \$20,000 annually for Coach's role in the Louisiana Tech Radio Network and for Coach's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Golf. Additional performance incentives are included as well. I hope you will find the Contract of Employment in proper order, and that after thorough review, the Board will approve the Contract of Employment between Louisiana Tech University and Matthew Aaron Terry.

Sincerely,

*Leslie K. Guice*  
Leslie K. Guice  
President

jr  
attachment

**CONTRACT OF EMPLOYMENT:  
MEN'S GOLF HEAD COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 6<sup>th</sup> day of April, 2018, and shall have retroactive effect to August 1, 2017, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") and through its President, Dr. Leslie K. Guice, and Matthew Aaron Terry (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF MEN'S GOLF HEAD COACH**

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as men's golf head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the men's golf program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics and shall confer with the Director of Athletics or the Director's designee on

all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the men's golf team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division I-A men's golf head coach.

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 athletic programs.

## **2.0 Term**

2.1 The term of this agreement is for a fixed period commencing August 1, 2017, and ending on July 31, 2022.

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement does not grant COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at UNIVERSITY.

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

## **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$60,000.00 for the term of this agreement, payable on a monthly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of



\$20,000.00 annually, to be made in equal monthly payments during the period of this agreement for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men's Golf.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Men's Golf. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH'S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach's shows with prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld.

#### **4.0 Employee Benefits**

UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1.

#### **5.0 Performance Incentives – Athletic Performance Goals**

5.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

Any, some, or all of the following accomplishments shall entitle COACH to supplemental payments of the following amounts:

- ❖ \$15,000 supplemental payment for the following:
  1. National coach of the year.
- ❖ \$5,000 supplemental payment(s) for the following:
  1. Conference tournament team champion;
  2. Conference coach of the year;
  3. NCAA team tournament participation;
  4. NCAA team tournament finals.
- ❖ \$1,000 supplemental payment(s) for the following:
  1. If the team does not participate in the NCAA team tournament, then COACH

may earn this supplement per player participating as an individual in the NCAA Tournament.

The supplemental payments described above are capped at \$25,000.

5.2 In recognition of exemplary performance and the additional work that is required to ensure that his student athletes excel academically as well as athletically, and as an incentive for COACH to achieve the goal described below, UNIVERSITY and/or the FOUNDATION, and if from the FOUNDATION, then solely from the athletic funds held by the FOUNDATION, agree within sixty (60) days after the official reporting of results by the NCAA to pay to COACH a supplemental payment of \$2,500.00 if the golf team achieves a multi-year APR Rate of greater than or equal to 970.

Supplemental payments for exemplary APR Rates shall terminate effective with COACH's employment with UNIVERSITY, except for such amounts already earned but not yet paid.

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

## **6.0 Camps and Clinics**

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY

property to the end of better utilization of the facilities and with suitable compensation paid to 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, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

#### **7.0 Shoe, Apparel, and/or Equipment Contracts**

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the

UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/ or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

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

8.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

8.2 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. COACH shall be entitled to retain revenue generated from his operation of golf camps and/or golf 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, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

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

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

9.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies 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.

9.3 COACH represents and warrants that he is not the subject of a current NCAA

investigation, and/or to the best of his knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

#### **10.0 Termination**

10.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of the contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein. These amounts shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. FOUNDATION, in its sole discretion, may accelerate payments due to COACH.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject of COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 10.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify A.D. of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new

employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

10.2 UNIVERSITY shall have the right to terminate COACH's employment and this CONTRACT for cause prior to its expiration for the reasons set forth below. In the event this CONTRACT is terminated for cause, all obligations of UNIVERISTY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid. The term "cause" shall include any of the following:

1. Deliberate or intentional failure or refusal by COACH to perform any of the material duties required by this CONTRACT or reasonably required of a Division I Golf Head Coach, willful neglect by COACH of any of the material duties required by this CONTRACT or reasonably required of a Division I Golf Head Coach, COACH's unwillingness to perform required material duties to the best of his ability, or any other material breach of this CONTRACT.

2. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures.

3. A serious or major violation or a pattern of violations, by COACH, whether while an employee of UNIVERSITY or as a former employee of any other institution, of any Rules or Regulations, which violation may reflect unreasonably adversely upon UNIVERSITY or its athletics program, including, but not limited to, any Level I or level II violation (and/or violation of the NCAA's head coach responsibility rules) which may result in UNIVERSITY being



investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference.

4. Failure by COACH to report immediately to the Athletic Director any violations of Rules or Regulations known by COACH.

5. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents.

6. Any intentional fraud or dishonesty of COACH while performing the duties required by this CONTRACT, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program.

7. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest.

8. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s).

9. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude.

10. Engaging in a consensual sexual relationship with any individual over whom he exercises direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450).

11. Prolonged absence from duty without the consent of COACH's reporting superior.

12. Any violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410) in which the Ethics Adjudicatory Board for the Louisiana Board of Ethics imposes a penalty of termination of employment for such violation (LA R.S. 42:1153B).

10.3 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts:

- If prior to July 1, 2018, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$80,000.00 to be paid within two (2) weeks from the termination date;
- If prior to July 1, 2019, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$40,000.00 to be paid within two (2) weeks of the date of termination;

- If prior to July 1, 2020, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$20,000.00 to be paid within two (2) weeks of the date of termination;
- If prior to July 1, 2021, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$10,000.00 to be paid within two (2) weeks of the date of termination.

10.4 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payments) but not yet paid.

10.5 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by August 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

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

10.7 In the event any dispute arises between the parties concerning this agreement, the

party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover reasonable attorney's fees in addition to any other relief awarded by the court.

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This CONTRACT shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that, in the reasonable judgment of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Golf Head Coach. If this CONTRACT is terminated pursuant to this paragraph, UNIVERSITY shall be relieved of all liabilities and/or obligations under this CONTRACT as of the date of death or disability.

#### **12.0 Invalid Provisions**

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

#### **13.0 Notice Provision**

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Tommy McClelland  
Athletics Director  
Louisiana Tech University  
1650 West Alabama  
Louisiana Tech University  
Ruston, LA 71272

With copy to:  
Jennifer Riley  
Asst. VP of University  
Advancement & General Counsel  
Louisiana Tech Univ. Foundation  
P.O. Box 3183  
Ruston, LA 71272

AND

Steve Davison, President  
Louisiana Tech University  
Foundation  
1900 Farmerville Highway  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to:

Matthew Aaron Terry  
455 Cheatwood Road  
Ruston, LA 71270

#### **14.0 Merger Clause/No Oral Modification**

This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

**SIGNATURE PAGE TO FOLLOW**


**CONTRACT OF EMPLOYMENT:  
MEN'S GOLF HEAD COACH**

**SIGNATURE PAGE**


**LOUISIANA TECH UNIVERSITY**

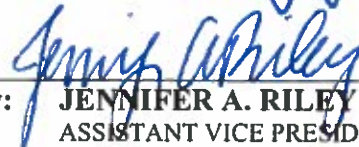
  
By: **LESLIE K. GUICE**  
PRESIDENT

  
**MATTHEW AARON TERRY**  
MEN'S GOLF HEAD COACH

  
By: **THOMAS H. McCLELLAND, II**  
DIRECTOR OF ATHLETICS

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

  
By: **JENNIFER A. RILEY**  
ASSISTANT VICE PRESIDENT OF UNIVERSITY ADVANCEMENT  
& GENERAL COUNSEL

**RE: LOUISIANA TECH UNIVERSITY  
CONTRACT OF EMPLOYMENT  
MEN'S GOLF HEAD COACH**

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

---

Dr. Jim Henderson  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.3. McNeese State University's request for approval of a contract with Ms. Helena Besovic, Head Women's Tennis Coach, effective July 1, 2018.**

**EXECUTIVE SUMMARY**

Under this one-year agreement, through June 30, 2019, Coach will earn \$28,427 annually. In addition, the McNeese State University Foundation will pay Coach a premium benefit of \$8,753 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, Coach shall be entitled to the remaining base salary she would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. No damages shall be due if termination is for just cause.

**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 Ms. Helena Besovic, Head Women's Tennis Coach, effective July 1, 2018.***





G3

May 30, 2018

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

**RECEIVED**

MAY 31 2018

UNIVERSITY OF  
LOUISIANA SYSTEM

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval of contractual agreement with Helena Besovic, Head Women's Tennis Coach, effective July 1, 2018.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 21, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

**McNEESE STATE UNIVERSITY**  
**Head Women's Tennis Coach**

**CONTRACT OF EMPLOYMENT**

**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 **HELENA BESOVIC** (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract 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 Women's Tennis Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Tennis 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 the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of 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 twelve (12) months, commencing on the **1st day of July 2018**, and terminating without further notice to COACH on the **30th day of June 2019** unless extended under the terms of this contract.
- 2.2 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 contract 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 a base annual salary for the term of this contract in the amount of **\$28,427.00**, 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.-I, 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 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of \$8,753.00 in monthly installments of \$729.42. 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 Women's Tennis 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 contract. 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. IA-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 women's Tennis camps and/or women's Tennis 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 Women's Tennis 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 Women's Tennis 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.

## **14.0 Termination**

14.1 Either party may terminate this contract 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, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary 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.

14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract 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 Women's Tennis 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 Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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 Contract 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 Contracts**

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:

Det Kingrey

Helena Besovic Date 5/29/18  
Helena Besovic, Head Women's Tennis Coach  
McNeese State University

Det Kingrey

Fred Bruce Hemphill Date 5/29/18  
Fred Bruce Hemphill, Director of Athletics  
McNeese State University

Det Kingrey

Richard Reid Date 5/29/18  
Richard Reid, Vice President  
McNeese Foundation

Det Kingrey

Dr. Daryl V. Burckel Date 5-25-18  
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**

**June 21, 2018**

- Item G.4.** McNeese State University's request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men's Golf Coach, effective July 1, 2018.

**EXECUTIVE SUMMARY**

Under this one-year agreement, through June 30, 2019, Coach will earn \$55,424 annually, including \$14,201 as a premium benefit from the McNeese Foundation. 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, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. No damages shall be due if termination is for just cause.

**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. Andrew A. Burk, Jr., Head Men's Golf Coach, effective July 1, 2018.*



May 30, 2018

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

**RECEIVED**

**MAY 31 2018**

**UNIVERSITY OF  
LOUISIANA SYSTEM**

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval of contractual agreement with Andrew Burk, Head Men's Golf Coach, effective July 1, 2018.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 21, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures



**McNEESE STATE UNIVERSITY**  
**Head Golf Coach**

**CONTRACT OF EMPLOYMENT**

**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 **ANDREW A. BURK, JR.** (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract 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 Golf Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Golf 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 the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of 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 twelve (12) months, commencing on the **1st day of July 2018**, and terminating without further notice to COACH on the **30th day of June 2019** unless extended under the terms of this contract.
- 2.2 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 contract 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 a base annual salary for the term of this contract in the amount of **\$41,223.00**, 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 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of \$14,201 in monthly installments of \$1,183.42. 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 Golf 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 contract. 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. IA-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 Golf camps and/or Golf 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 Golf 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 Golf 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.

## **14.0 Termination**

14.1 Either party may terminate this contract 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, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary 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.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract 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 Golf 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 Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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 Contract 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 Contracts**

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:

<u>Deb Kingrey</u>	 Date <u>5/29/18</u> Andrew A. Buck, Jr., Head Golf Coach McNeese State University
<u>Deb Kingrey</u>	 Date <u>5/29/18</u> Fred Bruce Hemphill, Director of Athletics McNeese State University
<u>Deb Kingrey</u>	 Date <u>5/29/18</u> Richard Reid, Vice President McNeese Foundation
<u>Deb Kingrey</u>	 Date <u>5-29-18</u> 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**

**June 21, 2018**

**Item G.5.** McNeese State University's request for approval of a contract with Mr. Andrew Fitzgerald, Head Women's Soccer Coach, effective July 1, 2018.

**EXECUTIVE SUMMARY**

Under this agreement, through December 31, 2019, Coach will earn \$51,161 to be paid in monthly installments. 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 entitled 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, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. No damages shall be due if termination is for just cause.

**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. Andrew Fitzgerald, Head Women's Soccer Coach, effective July 1, 2018.*



May 30, 2018

**RECEIVED**

MAY 31 2018

**UNIVERSITY OF  
LOUISIANA SYSTEM**

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

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval of contractual agreement with Andrew Fitzgerald, Head Women's Soccer Coach, effective July 1, 2018.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 21, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

**McNEESE STATE UNIVERSITY**  
**Head Women's Soccer Coach**

**CONTRACT OF EMPLOYMENT**

**STATE OF LOUISIANA**

**PARISH OF CALCASIEU**

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, and **ANDREW O. FITZGERALD** (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract 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 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 Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of 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 eighteen (18) months, commencing on the **1st day of July 2018**, and terminating without further notice to COACH on the **31st day of December 2019** unless extended under the terms of this contract.
- 2.2 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 contract 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 a base annual salary for the term of this contract in the amount of **\$51,161.00**, 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.



#### **4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University Women's Soccer 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 contract. 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. IA-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 women's Soccer camps and/or women's Soccer 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 Women's Soccer 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 Women's Soccer 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.

## **14.0 Termination**

- 14.1 Either party may terminate this contract 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, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary 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.
- 14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract 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 Women's Soccer 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 Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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 Contract 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 Contracts**

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 5/29/18  
Andrew O. Fitzgerald, Head Women's Soccer Coach  
McNeese State University

Deb Kingrey

 Date 5/29/18  
Fred Bruce Hemphill, Director of Athletics  
McNeese State University

Deb Kingrey

 Date 5-25-18  
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**

**June 21, 2018**

**Item G.6.** McNeese State University's request for approval of a contract with Ms. Ashleigh M. Fitzgerald, Head Women's Volleyball Coach, effective July 1, 2018.

**EXECUTIVE SUMMARY**

Under this agreement, through December 31, 2019, Coach will earn \$48,612, to be paid in monthly installments. 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, Coach shall be entitled to the remaining base salary she would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. No damages shall be due if termination is for just cause.

**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 Ms. Ashleigh M. Fitzgerald, Head Women's Volleyball Coach, effective July 1, 2018.*



G 6

May 30, 2018

**RECEIVED**

MAY 31 2018

**UNIVERSITY OF  
LOUISIANA SYSTEM**

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

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval of contractual agreement with Ashleigh Fitzgerald, Head Women's Volleyball Coach, effective July 1, 2018.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 21, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

**McNEESE STATE UNIVERSITY**  
**Head Women's Volleyball Coach**

**CONTRACT OF EMPLOYMENT**

**STATE OF LOUISIANA**

**PARISH OF CALCASIEU**

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, and **ASHLEIGH M. FITZGERALD** (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract 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 Women's Volleyball Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Volleyball 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 the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of 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 eighteen (18) months, commencing on the **1st day of July 2018**, and terminating without further notice to COACH on the **31st day of December 2019** unless extended under the terms of this contract.
- 2.2 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 contract 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 a base annual salary for the term of this contract in the amount of **\$48,612.00**, 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.-I, 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.

#### **4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University Women's Volleyball 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.

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  - (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.
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    - 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;
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"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 Women's Volleyball 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.

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  - (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 Women's Volleyball 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.

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- 16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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 Contract 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 Contracts**

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:**



 Date 5/29/18  
Ashleigh M. Fitzgerald, Head Women's Volleyball Coach  
McNeese State University



 Date 5/29/18  
Fred Bruce Hemphill, Director of Athletics  
McNeese State University



 Date 5-29-18  
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**

**June 21, 2018**

**Item G.7. McNeese State University's request for approval of a contract with Mr. Michael E. Fluty, Head Women's Golf Coach, effective July 1, 2018.**

**EXECUTIVE SUMMARY**

Under this one-year agreement, through June 30, 2019, Coach will earn \$42,224 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, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. No damages shall be due if termination is for just cause.

**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. Michael E. Fluty, Head Women's Golf Coach, effective July 1, 2018.***



G7

May 30, 2018

**RECEIVED**

MAY 31 2018

UNIVERSITY OF  
LOUISIANA SYSTEM

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

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval of contractual agreement with Michael Fluty, Head Women's Golf Coach, effective July 1, 2018.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 21, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

**McNEESE STATE UNIVERSITY**  
**Head Women's Golf Coach**

**CONTRACT OF EMPLOYMENT**

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, and **MICHAEL E. FLUTY** (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract 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 Women's Golf Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Golf 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 the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of 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 twelve (12) months, commencing on the **1st day of July 2018**, and terminating without further notice to COACH on the **30th day of June 2019** unless extended under the terms of this contract.
- 2.2 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 contract 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 a base annual salary for the term of this contract in the amount of **\$42,224.00**, 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.III.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.

#### **4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University Women's Golf 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 contract. 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. IA-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 women's Golf camps and/or women's Golf 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 Women's Golf 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 Women's Golf 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.

## **14.0 Termination**

- 14.1 Either party may terminate this contract 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, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary 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.
- 14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract 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 Women's Golf 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 Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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 Contract 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 Contracts**

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

Michael E. Fluty Date 5/29/18  
Michael E. Fluty, Head Women's Golf Coach  
McNeese State University

Deb Kingrey

Fred Bruce Hemphill Date 5/29/18  
Fred Bruce Hemphill, Director of Athletics  
McNeese State University

Deb Kingrey

Dr. Daryl V. Burckel Date 5-29-18  
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**

**June 21, 2018**

**Item G.8. McNeese State University's request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women's Track Coach, effective July 1, 2018.**

**EXECUTIVE SUMMARY**

Under this one-year agreement, through June 30, 2019, Coach will earn \$54,862 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, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. No damages shall be due if termination is for just cause.

**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. Brendon James Gilroy, Head Men/Women's Track Coach, effective July 1, 2018.***



G 8

May 30, 2018

**RECEIVED**

MAY 31 2018

**UNIVERSITY OF  
LOUISIANA SYSTEM**

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

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval of contractual agreement with Brendon Gilroy, Head Men's and Women's Track Coach, effective July 1, 2018.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 21, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

**McNEESE STATE UNIVERSITY**  
**Head Men's and Women's Track Coach**

**CONTRACT OF EMPLOYMENT**

**STATE OF LOUISIANA**

**PARISH OF CALCASIEU**

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, and **BRENDON J. GILROY** (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract 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 Men's and Women's Track Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men's and Women's Track 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 the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of 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 twelve (12) months, commencing on the **1st day of July 2018**, and terminating without further notice to COACH on the **30th day of June 2019** unless extended under the terms of this contract.
- 2.2 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 contract 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 a base annual salary for the term of this contract in the amount of **\$54,862.00**, 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.XX1.-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.

#### **4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University Men's and Women's Track 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 contract. 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. IA-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 Men's and Women's Track camps and/or Men's and Women's Track 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 Men's and Women's Track 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 Men's and Women's Track 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.

## **14.0 Termination**

- 14.1 Either party may terminate this contract 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, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary 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.
- 14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract 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 Men's and Women's Track 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 Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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 Contract 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 Contracts**

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:**

Det Kingrey

Brendon Gilroy Date 5/29/18  
Brendon J. Gilroy, Head Men's and Women's Track Coach  
McNeese State University

Det Kingrey

Fred Bruce Hemphill Date 5/29/18  
Fred Bruce Hemphill, Director of Athletics  
McNeese State University

Det Kingrey

D. V. Burckel Date 5-29-18  
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**

**June 21, 2018**

**Item G.9.**     **Nicholls State University's** request for approval of a contract with Mr. James Austin Claunch, Head Men's Basketball Coach, effective March 29, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through March 28, 2022, Coach's annual salary is \$95,000 per year. The Colonel Athletic Association will pay Coach a vehicle allowance of \$4,200 annually. During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the Colonel Athletic Association:

- \$5,000 if team wins conference regular season championship;
- \$10,000 if team wins Southland Conference Men's Basketball Tournament Championship (in a year where Coach wins both regular season and tournament championship, only the tournament championship incentive would be applicable);
- \$2,500 if Southland Conference Coach of the Year;
- \$5,000 per victory in the NCAA Tournament;
- \$2,500 for National Invitation Tournament appearance;
- \$1,000 per victory in the NIT;
- NIT win;
- \$1,500 for a 20-win season.

In the event University terminates the contract without cause, Coach is entitled to \$95,000 for Years 1 to 3 of the contract, and the remaining base salary that he would have earned in Year 4 of the contract. Amounts due for the year which come due during the current fiscal year ending June 30 shall be paid by the University. The remaining amounts due which come due beyond the current fiscal year shall be solely funded by the Colonel Athletic Association. If Coach terminates agreement without cause to become employed as a basketball coach or staff member of any rank or standing with another institution, Coach would be liable to the University for liquidated damages of \$50,000.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval of a contract with Mr. James Austin Claunch, Head Men's Basketball Coach, effective March 29, 2018.



**Office of the President**

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

G9

May 25, 2018

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 21, 2018 meeting of the Board of Supervisors for the University of Louisiana System:

*Contract of Employment with Head Basketball Coach Austin Claunch*

Thank you for your assistance in this matter.

Sincerely,

John Clune  
President

JC/jms

Enclosures

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

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

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

This agreement is made and entered into on the 29th day of March 2018, between Nicholls State University through its President, Dr. Jay Clune, and Mr. James Austin Claunch (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Nicholls State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

- 1.1** Nicholls State University (the "University") does hereby employ COACH as head men's basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to basketball (athletic program), which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2** COACH shall be responsible, and shall report, directly to Nicholls State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of the Nicholls State University President.
- 1.3** COACH shall manage and supervise the team and shall perform such other duties related to the men's basketball program and Nicholls State University's athletic program as the Director may assign.

**1.4** COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.

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

## **2.0 Term**

**2.1** The term of this agreement is for a fixed period commencing on the 29th day of March 2018, and terminating without further notice to COACH on the 28th day of March 2022, unless extended under the terms of this agreement.

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

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

### **3.0 Compensation**

- 3.1** In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH an annual base salary of Ninety-Five Thousand Dollars (\$95,000.00) per year for the term of this agreement, on a bi-weekly basis, as well as all related benefits, subject to applicable taxes.
- 3.2** COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH also may be subject to pay adjustments according to economic circumstances that affect all employees of the University in the unclassified staff service.
- 3.3** The Colonel Athletic Association (CAA) will use best efforts to secure the use of a vehicle for COACH, or the CAA will pay COACH a vehicle allowance of \$4,200 annually, in monthly installments of \$350 each month throughout the term of this agreement.
- 3.4** The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 10.

### **4.0 Incentive Compensation**

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

- (a) \$5,000 – Regular Season Conference Championship
- (b) \$10,000 – Southland Conference Men’s Basketball Tournament Championship (in a year where COACH wins regular season and tournament championship, only the tournament championship incentive would apply)
- (c) \$2,500 – Conference "Coach of the Year" honors
- (d) \$5,000 - Per victory in the NCAA Tournament
- (e) \$2,500 – National Invitation Tournament appearance
- (f) \$1,000- Per victory in the NIT
- (g) \$1,500 - 20-win season

**4.2 Incentives for Head Coaches:** COACH is eligible to participate and receive incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy "Nicholls State University Athletics Incentives for Head Coaches" as long as said policy remains in existence and is active.

## **5.0 Camps and Clinics**

- 5.1** COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University.
- 5.2** It is specifically agreed that in the operation of any private camp (LLC). COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

- a) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which Provides:
  - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
  - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- c) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- e) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

## **6.0 Employee Benefits**

- 6.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary as provided by University.
- 6.2 For each Men's Basketball season, COACH shall be entitled to a total of twelve (12) tickets per home men's basketball game.



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

**7.1** The COACH shall be authorized to earn other revenue while employed by the University. Such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his operation of basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.

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

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

**8.1** In accordance with NCAA Constitution 11.2.1, COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations.

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

**8.3** COACH bears the responsibility of ensuring that the men's basketball team maintains at least the minimum APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of the head coach to ensure that student-athletes are maintaining their eligibility. Academic

achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum APR threshold is increased by the NCAA during the term of this Agreement, this paragraph will be amended to reflect the same.

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

#### **9.0 Men's Basketball Staff**

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

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

#### **10.0 Termination**

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

**10.2** COACH may be terminated by the Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies, or procedures. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar days' regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously, or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

**10.3** The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to the following:

-Year 1 of the contract: \$95,000.00

-Year 2: \$95,000.00

-Year 3: \$95,000.00

-Year 4: The remaining amount owed.

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

**10.4** In the event COACH terminates the Contract without cause during the contract to become a basketball coach or staff member of any rank or standing with another institution,

then, COACH would be liable to the University for liquidated damages of Fifty Thousand Dollars (\$50,000). The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of the termination. If COACH terminates the contract for health of personal reasons, then COACH shall have no responsibility, obligation, or liability to the University.

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

**11.0 Fundraising**

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

Thus Agreed To, by and between the herein named parties, on this 5<sup>th</sup> day of June,  
2018.



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



\_\_\_\_\_  
Mr. James Austin Claunch  
Nicholls State University Head Men's  
Basketball Coach

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

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

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.10.** Northwestern State University's request for approval of a contract with Mr. Jared Myatt, Head Strength and Conditioning Coach, effective April 2, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2020, the Coach's annual salary for each year is \$46,000. The Demons Unlimited Foundation will provide Coach supplemental incentive compensation by use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned for the remainder of the 2017-18 academic year and in the first full year of the contract, and 50% for the second full year of the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

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

- If after April 22, 2018 but before July 1, 2018 - \$46,600;
- If after July 1, 2018 but before July 1, 2019 - \$34,900;
- If after July 1, 2019 but before July 1, 2020 - \$28,300.

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

**RECOMMENDATION**

It is recommend the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Jared Myatt, Head Strength and Conditioning Coach, effective April 2, 2018.***



**NORTHWESTERN STATE**

*Office of the President*

310 Sam Sibley Drive  
Caspari Hall - Suite 223  
Natchitoches, LA 71497  
(O) 318-357-6441  
(F) 318-357-4223

G 10

May 21, 2018

**RECEIVED**

JUN 01 2018

**UNIVERSITY OF  
LOUISIANA SYSTEM**

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

**Re: Head Strength and Conditioning Coach**

**Dear Dr. Henderson:**

**Northwestern State University is submitting the attached contract for *Head Strength and Conditioning Coach - Jared Myatt* to be placed on the agenda for the June 2018 Board meeting.**

**Thank you for your consideration of this request.**

**Sincerely,**

**Dr. Chris Maggio  
President**

**Attachment**

DEDICATED TO ONE GOAL. **YOURS.**<sup>™</sup>



**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for JARED MYATT**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

THIS AGREEMENT, made and entered into as of this 2nd day of April 2018, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Jared Myatt, Head Strength and Conditioning Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

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

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

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

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the strength and conditioning activities for all 14 NSU intercollegiate teams and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period April 2, 2018 to June 30, 2020, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.



## NSU Head Strength and Conditioning Coach Contract

Jared Myatt

Page 2

### 3. UNIVERSITY SALARY

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

First Year of Contract (through June 30, 2018)

Forty-Six Thousand, Six-hundred (\$46,600) Dollars payable in 26 equal installments:

Second Year of Contract

Forty-Six Thousand, Six-hundred (\$46,600) Dollars payable in 26 equal installments:

Third Year of Contract

Forty-Six Thousand, Six-hundred (\$46,600) Dollars payable in 26 equal installments:

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

### 4. EMPLOYEE BENEFITS

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

### 5. CAMPS AND CLINICS

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

- a. All revenues from university camps/clinics will be deposited into Coach Myatt's university camp budget. After all expenses are met, Coach Myatt may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his co-head coach, supplement his university weight room operating budget, or a combination of the three, at his discretion.
- b. Camps operated through the university camp budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of Coach Myatt's job description related to promoting the University and the athletic department; thus, Coach Myatt will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Myatt's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

#### 5.2 Private Camps

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

## 6. FOUNDATION SERVICES

- During the time of employment as Head Strength and Conditioning Coach, Jared Myatt will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000. Coach Myatt will also be included in a cable and internet plan through an agreement with Suddenlink that will provide a savings on his monthly statement.

## 7. OUTSIDE INCOME

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

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

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

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

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

## 9. TERMINATION

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that he would have earned for the remainder of the 2017-18 academic year and in the first full year of the contract and 50% for the second full year of the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Myatt terminates the Contract without cause, Coach Myatt would be liable to the University for liquidated damages in the following manner:

- If after April 2, 2018 but before July 1, 2018 –Forty-Six Thousand, Six- Hundred (\$46,600) Dollars

## NSU Head Strength and Conditioning Coach Contract

Jared Myatt

Page 5

- If after July 1, 2018 but before July 1, 2019 – Thirty-Four Thousand, Nine-Hundred (\$34,900) Dollars
- If after July 1, 2019 but before July 1, 2020 – Twenty-Three Thousand, Three-Hundred (\$23,300) Dollars

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

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

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

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

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

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

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

### 10. ASSOCIATE/ASSISTANT COACHES

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

**11. UNIVERSITY FUNDRAISING**

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

**12. AMENDMENT EXTENSION**

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

**13. SEVERABILITY**

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

**14. FORCE MAJEURE**

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

NSU Head Strength and Conditioning Coach Contract

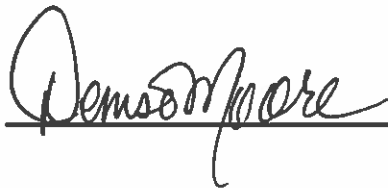
Jared Myatt

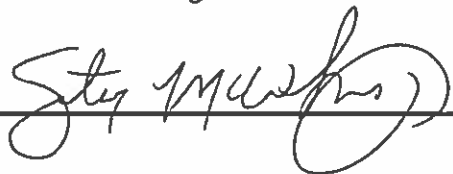
Page 7

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

**WITNESSES:**

  
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\_\_\_\_\_

  
\_\_\_\_\_

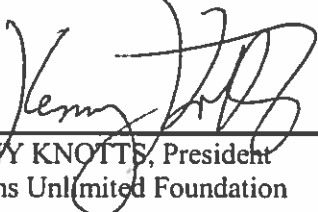
  
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**NORTHWESTERN STATE UNIVERSITY**

BY   
\_\_\_\_\_  
JARED MYATT, Head Coach

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

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

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

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

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

- Item G.11.** Northwestern State University's request for approval of an amendment to a contractual agreement with Mr. Mike McConathy, Head Men's Basketball Coach, effective May 1, 2018.

**EXECUTIVE SUMMARY**

In May of 2011, the Head Men's Basketball Coach and the University entered into a contractual agreement, and subsequently amended in February and June of 2013. The University is now exercising its option for an automatic rollover of an additional year of the contract through April 30, 2019.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of an amendment to a contractual agreement with Mr. Mike McConathy, Head Men's Basketball Coach, effective May 1, 2018.*



G 1 1

**RECEIVED**

May 21, 2018

JUN 01 2018

UNIVERSITY OF  
LOUISIANA SYSTEM

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

Re: Head Men's Basketball Coach Contract Renewal

Dear Dr. Henderson:

Northwestern State University is submitting the attached contract renewal for *Head Men's Basketball Coach - Mike McConathy* to be placed on the agenda for the June 2018 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio  
President

Attachment





# NORTHWESTERN STATE UNIVERSITY

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Department of Athletics

NSU Athletic Fieldhouse • Natchitoches, LA 71497 • Office (318) 357-5251 • Fax (318) 357-4221

April 27, 2018

To: Dr. Chris Maggio

From: Greg Burke

A handwritten signature in black ink, appearing to read 'Greg Burke', is written over the printed name.

Dr. Maggio, per the terms of Head Men's Basketball Coach Mike McConathy's contract, NSU must request an option to renew terms of that agreement for an additional year. Coach McConathy's contract terms read as follows:

*The employment under the terms of this contract shall be for the period May 1, 2013 to April 30, 2018 with the option for an **automatic rollover of an additional year** through April 30, 2019, subject to approval of the University of Louisiana System Board of Supervisors.*

Please place this request, which would be retroactive to May 1, 2018 on the upcoming University of Louisiana System Board of Supervisors meeting.

Thank you.

cc: Jerry Pierce

NSU Head Men's Basketball Coach Contract  
Mike McConathy

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

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

Marion S. Belmont

BY Mike McConathy  
MIKE MCCONATHY, Head Coach

Denise Moore

BY G.S. Burke  
GREGORY S. BURKE, Director of Athletics

Stacy McWhorter

BY Kenny Knott  
KENNY KNOTT, President  
Demons Unlimited Foundation

Pam Cook

BY Chris Maggio  
DR. CHRIS MAGGIO, President  
Northwestern State University

\_\_\_\_\_

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

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.12.** Southeastern Louisiana University's request for approval of a contract with Mr. Jason Hayes, Head Women's Tennis Coach, effective June 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed one-year agreement, effective through May 31, 2019, Coach's annual salary is \$52,154, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics Association 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
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--for winning NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA over 2.0-2.9
- \$250--Team average APR above 965
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

In the event the University terminates the contract without cause, Coach shall be entitled to \$15,000 payable by the Lion Athletics Association. In the event Coach terminates the Contract without cause to become a Division 1 head coach, Coach would be liable to the University for liquidated damages in the amount of \$15,000. If Coach terminates this contract for any reason other than becoming employed as a Division 1 Head Tennis coach, Coach shall have no responsibility to the University.

The University and the Lion Athletics Association 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. Jason Hayes, Head Women's Tennis Coach, effective June 1, 2018.***



May 31, 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 Contracts

Dear Dr. Henderson:

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

- Women's Tennis – Jason Hayes ✓
- Men's Basketball – Jay Ladner
- Women's Basketball – Ayla Guzzardo
- Track & Field – Corey Mistretta
- Softball – Richard Fremin

Sincerely,

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

John L. Crain  
President

Attachments

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 21<sup>st</sup> day of May, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Jason Hayes (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 TENNIS COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S TENNIS 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.

Coach Initial: 

Admin Initial: 

1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S TENNIS 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 TENNIS 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 June, 2018 and terminating without further notice to COACH on the 31st day of May, 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 \$52,154 for the term of this agreement on a bi-weekly basis.

Coach Initial:  Admin Initial: 

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

Coach Initial:

Admin Initial:

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

Coach Initial: \_\_\_\_\_

Admin Initial: \_\_\_\_\_





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

Coach Initial: 

Admin Initial: 

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

Coach Initial: AA

Admin Initial: AA

- (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 TENNIS season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN'S TENNIS 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 TENNIS 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 1<sup>st</sup> all athletically related income from sources

Coach Initial: AK Admin Initial: JA

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

Coach Initial:  Admin Initial: 

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 TENNIS 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 TENNIS

Coach Initial:  Admin Initial: 

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 11.1.1.1

(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

Coach Initial:



Admin Initial:



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 TENNIS 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

Coach Initial:



Admin Initial:



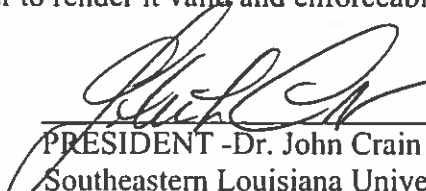
compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year. Failing to meet fundraising goals each fiscal year set 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      5/30/18      Date  
Southeastern Louisiana University

  
\_\_\_\_\_  
Jay Artigues      5/28/18      Date  
DIRECTOR OF ATHLETICS

Coach Initial:  Admin Initial: 



  
\_\_\_\_\_  
Jason Hayes Date 5/29/18  
HEAD WOMEN'S TENNIS COACH

  
\_\_\_\_\_  
PRESIDENT Date 5/29/18  
LION ATHLETICS ASSOCIATION

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

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

Coach Initial:  Admin Initial: 

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

BETWEEN:  
Southeastern Louisiana University AND  
Lion Athletics Association AND  
HEAD WOMEN'S TENNIS COACH

AGREEMENT  
HEAD WOMEN'S TENNIS COACH

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

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN'S TENNIS 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.

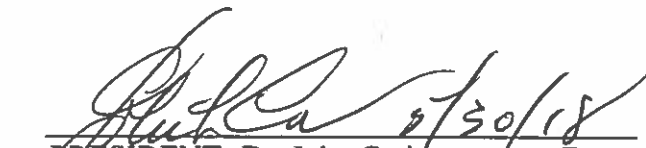
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN'S TENNIS Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head WOMEN'S TENNIS 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.

Coach Initial:  Admin Initial: 

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

  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

  
Jay Artigues Date  
ATHLETICS DIRECTOR

  
Jason Hayes Date  
HEAD WOMEN'S TENNIS COACH

  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

Coach Initial:  Admin Initial: 

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.13.** Southeastern Louisiana University's request for approval of a contract with Mr. Jay Ladner, Head Men's Basketball Coach, effective May 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through April 30, 2021, Coach's annual salary is \$109,000. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). 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
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--for winning NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA over 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 the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA.

In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the amount of \$109,000 if during first contract year; \$80,000 if during second contract year; and \$60,000 if during third contract year.

**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. Jay Ladner, Head Men's Basketball Coach, effective May 1, 2018.***



May 31, 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 Contracts

Dear Dr. Henderson:

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

- Women's Tennis – Jason Hayes
- Men's Basketball – Jay Ladner ✓
- Women's Basketball – Ayla Guzzardo
- Track & Field – Corey Mistretta
- Softball – Richard Fremin

Sincerely,

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

John L. Crain  
President

Attachments

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of May, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Jay Ladner (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 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 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.

Coach Initial:     JL     Admin Initial:     [Signature]

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

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

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

## 2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of May, 2018 and terminating without further notice to COACH on the 30th day of April, 2021 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 \$ 103,592 for the term of this agreement on a bi-weekly basis.

Coach Initial: JL Admin Initial: [Signature]

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 COACH will be paid an additional annual amount of \$ 11,000 from the General Fund within the Lion Athletics Association (“LAA”) for the COACH’s LAA fund raising and speaking engagements as assigned by the Athletic Director.

3.4 The COACH will also be paid an additional \$ 10,000 from the Lion Athletics Association, as outlined in section 5.0, for Radio and/or Television Show.

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

#### 4.0 Incentive Compensation

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

The potential earned salary supplements are:

- A. \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year
- C. \$2,000- for NCAA Post Season (Team) or Conference

Coach Initial:   JC   Admin Initial:



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 MEN'S BASKETBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

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

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

(a) The COACH, or the LAA

Coach Initial: IL Admin Initial: AA

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

Coach Initial: JL Admin Initial: [Signature]

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

Coach Initial:    JL    Admin Initial: 

maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

## 7.0 Employee Benefits

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

### 7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.
  - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, 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 MEN'S BASKETBALL season, COACH shall be entitled to a total of ten (10) tickets per home MEN'S BASKETBALL game and two (2) tickets to all other regular season home athletics competitions.

Coach Initial: JL Admin Initial: 

**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 MEN'S BASKETBALL camps and/or MEN'S BASKETBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

**9.0 Apparel, Equipment Endorsements**

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

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

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

Coach Initial:     JL     Admin Initial:     [Signature]

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 MEN'S BASKETBALL 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, Coach Initial: TC Admin Initial: [Signature]

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

- (a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).

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

- Termination during first contract year: \$109,000.
- Termination during second contract year: \$80,000.
- Termination after the conclusion of the second contract year: \$60,000.

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of Coach Initial: JL Admin Initial: AA

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 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the contract.

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

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

Coach Initial:     JL     Admin Initial:     AA



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 MEN'S BASKETBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

### **13.0 Fundraising**

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

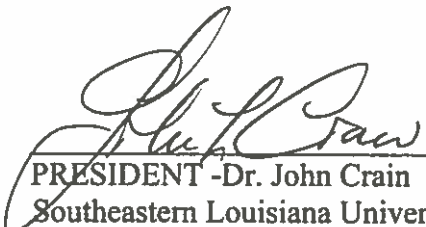
### **14.0 Force Majeure**

Coach Initial: JL Admin Initial: JA

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  
Southeastern Louisiana University

5/30/18  
Date

  
Jay Arriagues  
DIRECTOR OF ATHLETICS

5/28/18  
Date

Jay Ladner

Date

  
Coach Initial: JL Admin Initial: JA

HEAD MEN'S BASKETBALL COACH



5/29/18

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

Coach Initial: SL Admin Initial: 

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

BETWEEN:  
Southeastern Louisiana University AND  
Lion Athletics Association AND  
HEAD MEN'S BASKETBALL COACH

AGREEMENT  
HEAD MEN'S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Jay Ladner the University HEAD MEN'S BASKETBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head MEN'S BASKETBALL 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.

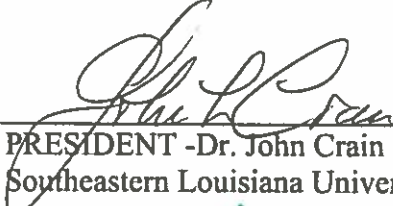
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head MEN'S BASKETBALL Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head MEN'S BASKETBALL 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.

Coach Initial: JL Admin Initial: SA

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

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain Date 5/30/18  
Southeastern Louisiana University

  
\_\_\_\_\_  
Jay Artigues Date 5/28/18  
ATHLETICS DIRECTOR

  
\_\_\_\_\_  
Jay Ladner Date  
HEAD MEN'S BASKETBALL COACH

  
\_\_\_\_\_  
PRESIDENT Date 5/29/18  
LION ATHLETICS ASSOCIATION

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

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

Coach Initial: JL Admin Initial: JA

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.14.** Southeastern Louisiana University's request for approval of a contract with Ms. Ayla Guzzardo, Head Women's Basketball Coach, effective May 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through April 30, 2021, Coach's annual salary is \$90,000. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). 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
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--NCAA National Championship
- \$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 the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA. In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the amount of \$90,000 if during first contract year; \$80,000 if during second contract year; and \$70,000 if after conclusion of the second contract year.

**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 Ms. Ayla Guzzardo, Head Women's Basketball Coach, effective May 1, 2018.***



May 31, 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 Contracts

Dear Dr. Henderson:

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

- Women's Tennis – Jason Hayes
- Men's Basketball – Jay Ladner
- Women's Basketball – Ayla Guzzardo ✓
- Track & Field – Corey Mistretta
- Softball – Richard Fremin

Sincerely,

A handwritten signature in cursive script, appearing to read 'John L. Crain'.

John L. Crain  
President

Attachments

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of May, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Ayla Guzzardo (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 BASKETBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'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 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.

Coach Initial: AG Admin Initial: [Signature]



1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S BASKETBALL games 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 BASKETBALL schedule.

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

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

## 2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of May, 2018 and terminating without further notice to COACH on the 30th day of April, 2021 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 \$ 90,250 for the term of this agreement on a bi-weekly basis.

Coach Initial: Ab Admin Initial: 

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

Coach Initial: AG Admin Initial: AA


- 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 WOMEN'S BASKETBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

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

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

- (a) The 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 Coach Initial: AG Admin Initial: 

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.

Coach Initial: AG Admin Initial: 

- (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

Coach Initial: AG Admin Initial: 

unclassified employee.

## 7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.
  - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, 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 BASKETBALL season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN'S BASKETBALL game and two (2) tickets to all other regular season home athletics competitions.

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

8.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of WOMEN'S BASKETBALL camps and/or WOMEN'S BASKETBALL clinics in accordance with University policy relating to camps or clinics

Coach Initial: AG Admin Initial: JA

conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

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

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

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

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

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of

Coach Initial: AG Admin Initial: AA

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 BASKETBALL personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

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

#### **12.0 Termination**

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

- (a) The University shall pay the Coach Initial: AG Admin Initial: 



amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.


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

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

- Termination during first contract year: \$90,000.
- Termination during second contract year: \$80,000.
- Termination after the conclusion of the second contract year: \$70,000.

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the Coach Initial: AG Admin Initial: 

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 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the contract.

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

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

Coach Initial: AG Admin Initial 

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN'S BASKETBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

### 13.0 Fundraising

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

### 14.0 Force Majeure

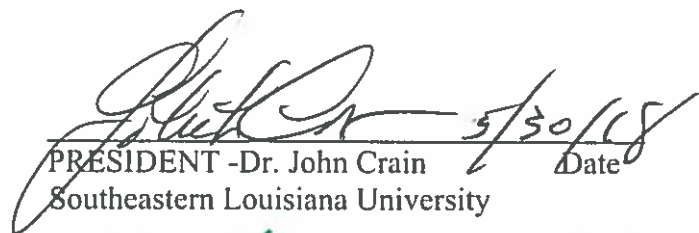
Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or

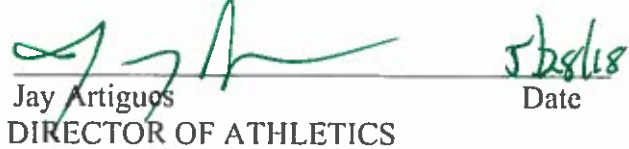
Coach Initial: AG Admin Initial: 

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  
Southeastern Louisiana University


  
Jay Artigues  
DIRECTOR OF ATHLETICS

  
Ayla Guzzardo

Ayla Guzzardo

Date \_\_\_\_\_ Coach Initial: AG Admin Initial: 

HEAD WOMEN'S BASKETBALL COACH

 5/29/18  
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

Coach Initial: AG Admin Initial: 

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

BETWEEN:  
Southeastern Louisiana University AND  
Lion Athletics Association AND  
HEAD WOMEN'S BASKETBALL COACH

AGREEMENT  
HEAD WOMEN'S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Ayla Guzzardo the University HEAD WOMEN'S BASKETBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN'S BASKETBALL 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.

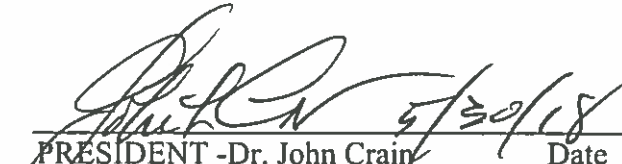
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN'S BASKETBALL Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.


The Lion Athletics Association and Head WOMEN'S BASKETBALL 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.

Coach Initial: AG Admin Initial: 

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

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University


  
\_\_\_\_\_  
Jay Artigues Date  
ATHLETICS DIRECTOR 5/28/18

  
\_\_\_\_\_  
Ayla Guzzardo Date  
HEAD WOMEN'S BASKETBALL COACH 5/29/18

  
\_\_\_\_\_  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION 5/29/18

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

Coach Initial: AG Admin Initial: 

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.15. Southeastern Louisiana University's request for approval of a contract with Mr. Corey Mistretta, Head Track and Field Coach, effective April 29, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through July 30, 2020, Coach's annual salary is \$58,000. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may also be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). 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
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA over 2.0-2.9
- \$250--Team average APR above 965
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

In the event the University terminates the contract without cause, Coach shall be entitled to remaining amount of compensation due to Coach through the last day of the contract. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA.

In the event Coach terminates the Contract without cause to become a Head Coach, he would be liable to the University for liquidated damages in the amount of \$25,000 if during the first contract year, and \$30,000 if during the second contract year.

**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. Corey Mistretta, Head Track and Field Coach, effective April 29, 2018.***





May 31, 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 Contracts

Dear Dr. Henderson:

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

- Women's Tennis – Jason Hayes
- Men's Basketball – Jay Ladner
- Women's Basketball – Ayla Guzzardo
- Track & Field – Corey Mistretta ✓
- Softball – Richard Fremin

Sincerely,

A handwritten signature in cursive script that reads 'John L. Crain'.

John L. Crain  
President

Attachments

**CONTRACT OF EMPLOYMENT  
HEAD TRACK AND FIELD COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 29<sup>th</sup> day of April, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Corey Mistretta (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 TRACK AND FIELD COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to TRACK AND FIELD 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.

Coach Initial: CM Admin Initial: JA

1.5 COACH shall schedule an appropriate number of guarantee TRACK AND FIELD 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 TRACK AND FIELD schedule.

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

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

## 2.0 Term

2.1 The term of this agreement is, commencing on the 29th day of April, 2018 and terminating without further notice to COACH on the 30th day of July, 2020 unless extended under the terms of this agreement.

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

## 3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$58,000 for the term of this agreement on a bi-weekly basis.

Coach Initial CM Admin Initial JA

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. \$250.00- NCAA All American Athlete with GPA over 3.0
- E. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- F. \$250.00 Team average APR above 965
- G. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

Coach Initial: CPM Admin Initial: JA

**5.0 Contracts for broadcast and/or telecast**

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and TRACK AND FIELD 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.

Coach Initial CEM Admin Initial [Signature]

- (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

Coach Initial: CPM Admin Initial: SA

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

Coach Initial: CLM Admin Initial [Signature]

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

- (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, 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 TRACK AND FIELD season, COACH shall be entitled to a total of ten (10) tickets per home TRACK AND FIELD 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 TRACK AND FIELD camps and/or TRACK AND FIELD 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 Coach Initial CPM Admin Initial [Signature]



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

## **9.0 Apparel, Equipment Endorsements**

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

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

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

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

10.2 COACH shall also abide by the State

Coach Initial: CPM Admin Initial: 

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 TRACK AND FIELD personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

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

#### 12.0 Termination

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

(a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.

(b) The remaining portion of Coach Initial: CPM Admin Initial: [Signature]

money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).

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

- Termination during first contract year: \$58,000.
- Termination during second contract year: \$30,000.

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or Coach Initial: DM Admin Initial: [Signature]

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

11.1.1.1

- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the contract.

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

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

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the TRACK AND FIELD program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of

Coach Initial: CM Admin Initial: AV

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

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

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

### **13.0 Fundraising**

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

### **14.0 Force Majeure**

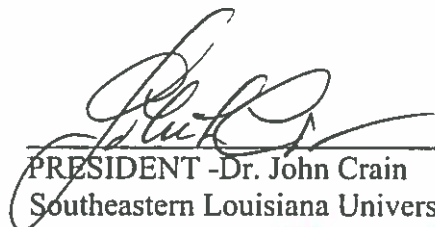
Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

Coach Initial CPM Admin Initial: 

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  
Southeastern Louisiana University

5/30/18  
Date

  
Jay Arrigues  
DIRECTOR OF ATHLETICS

5/28/18  
Date

  
Corey Mistretta  
HEAD TRACK AND FIELD COACH

5/29/18  
Date

  
PRESIDENT  
LION ATHLETICS ASSOCIATION


5/29/18  
Date

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

Coach Initial: CM Admin Initial: JA

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SECRETARY - BOARD OF SUPERVISORS

Coach Initial: \_\_\_\_\_ Admin Initial: 

BETWEEN:

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND  
Lion Athletics Association AND  
HEAD TRACK AND FIELD COACH

AGREEMENT  
HEAD TRACK AND FIELD COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Corey Mistretta the University HEAD TRACK AND FIELD COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head TRACK AND FIELD 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 TRACK AND FIELD Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

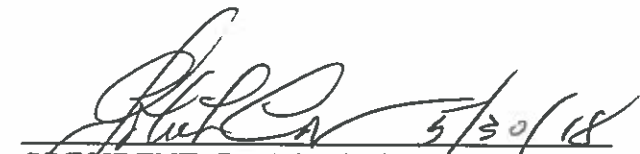
3.

The Lion Athletics Association and Head TRACK AND FIELD 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.

Coach Initial: CPM Admin Initial: [Signature]



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

  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

  
Jay Artigues Date  
ATHLETICS DIRECTOR

  
Corey Mistretta Date  
HEAD TRACK AND FIELD COACH

  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

Coach Initial:  Admin Initial: 

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.16. Southeastern Louisiana University's request for approval of a contract with Mr. Richard Fremin, Head Softball Coach, effective June 1, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through May 31, 2021, Coach's annual salary is \$55,825. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the 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
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--for winning NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA over 2.0-2.9
- \$250--Team average APR above 965

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be funded solely by the LAA.

In the event Coach terminates the Contract without cause to become another head coach, Coach would be liable to the University for liquidated damages in the amount of \$30,000 if termination during first contract year; \$20,000 if during second contract year; and \$10,000 if after conclusion of second contract year.

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 softball 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 Lion Athletics Association 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. Richard Fremin, Head Softball Coach, effective June 1, 2018.*

May 31, 2018

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

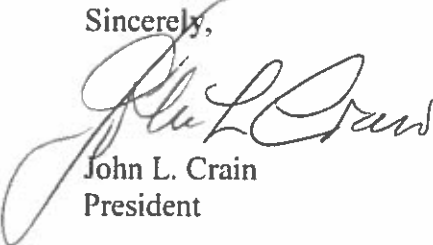
Re: Athletics Head Coach Contracts

Dear Dr. Henderson:

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

- Women's Tennis – Jason Hayes
- Men's Basketball – Jay Ladner
- Women's Basketball – Ayla Guzzardo
- Track & Field – Corey Mistretta
- Softball – Richard Fremin ✓

Sincerely,

  
John L. Crain  
President

Attachments

**CONTRACT OF EMPLOYMENT  
HEAD SOFTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of June, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Richard Fremin (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 SOFTBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to SOFTBALL 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 Coach Initial: RF Admin Initial: JA

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

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

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

## 2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of June, 2018 and terminating without further notice to COACH on the 31st day of May, 2021 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 \$ 55,825 for the term of this agreement on a bi-weekly basis.

2 Coach Initial: PK Admin Initial: AA

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 COACH will be paid an additional annual amount of \$ 12,000 from the General Fund within the Lion Athletics Association ("LAA") for the COACH's LAA fund raising and speaking engagements as assigned by the Athletic Director.

3.4 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 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 SOFTBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

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

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

- (a) The 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.

4 Coach Initial: RF Admin Initial: JA



- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.
- (e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (f) The COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.

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

## 6.0 Camps and Clinics

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

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

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
- (b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

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

## 7.0 Employee Benefits

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

## 7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.
  - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, 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 SOFTBALL season, COACH shall be entitled to a total of twelve (12) tickets per home SOFTBALL game and four (4) 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 SOFTBALL camps and/or SOFTBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

8.2 COACH shall report annually in writing to the President through the DIRECTOR on July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall

have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.3.2).

**9.0 Apparel, Equipment Endorsements**

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

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

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

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

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

and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

### 11.0 Coaching Staff

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

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

### 12.0 Termination

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

- (a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).

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

- Termination during first contract year: \$30,000.
- Termination during second contract year: \$20,000.
- Termination after the conclusion of the second contract year: \$10,000.

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence.
- (e) Violation or gross disregard of state or federal laws.
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.

- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the contract.

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

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

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the SOFTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

**13.0 Fundraising**

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

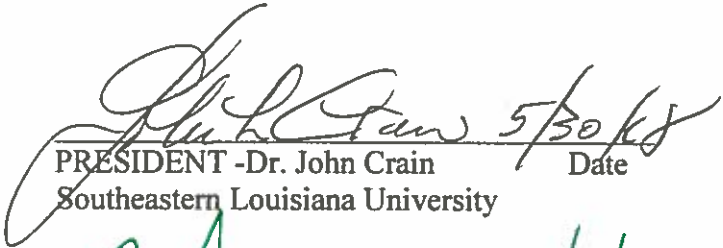
**14.0 Force Majeure**

Neither party shall be considered in default 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  
Southeastern Louisiana University

5/30/18  
Date

  
Jay Arhiges  
DIRECTOR OF ATHLETICS

5/28/18  
Date

  
Richard Fremin  
HEAD SOFTBALL COACH

5/29/18  
Date

  
PRESIDENT  
LION ATHLETICS ASSOCIATION

5/29/18  
Date

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

SECRETARY - BOARD OF SUPERVISORS

13 Coach Initial:  Admin Initial: 

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

BETWEEN:  
Southeastern Louisiana University AND  
Lion Athletics Association AND  
HEAD SOFTBALL COACH

AGREEMENT  
HEAD SOFTBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Richard Fremin the University HEAD SOFTBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head SOFTBALL 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 SOFTBALL Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head SOFTBALL 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.

Coach Initial: RF Admin Initial: JA

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

John L. Crain 5/30/18  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

Jay Artigues 5/28/18  
Jay Artigues Date  
ATHLETICS DIRECTOR

Richard Fremin 5/29/18  
Richard Fremin Date  
HEAD SOFTBALL COACH

[Signature] 5/29/18  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

15 Coach Initial: RF Admin Initial: [Signature]

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.17. University of Louisiana at Lafayette's request for approval of a contract with Mr. Michael Desormeaux, Assistant Football Coach, effective January 1, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through February 28, 2019, Coach's annual salary is \$100,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960.

Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 100% 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.

If the Coach terminates the contract within 120 days from the effective date of the contract, Coach shall be liable to the Foundation for liquidated damages equivalent to 100% of the Base Salary remaining to be paid under the unexpired term of this contract unless certain conditions exist as outlined in the contract.

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. Michael Desormeaux, Assistant Football Coach, effective January 1, 2018.***



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

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

*Université des Acadiens*

May 31, 2018

G 17

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Michael Desormeaux, Assistant Football Coach.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over the word "Sincerely,".

E. Joseph Savoie  
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** (“Contract”), is made 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 MICHAEL DESORMEAUX (“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 Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

**WHEREAS**, Coach desires to provide his services as Assistant Football Coach of 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 Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Director of Athletics (“Director”), Coach shall serve as the Tight Ends Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of Director and 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 until February 28, 2019 (“Initial Term”).
  - b. **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 without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Tight End Coach which are expressly assigned and/or inherent in such position.
  - b. 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.
  - c. Promote an atmosphere in which 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.
  - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
  - e. 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").
  - f. 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 Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
  - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance 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.
        - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director 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 One Hundred Thousand Dollars and NO/100 (\$100,000.00), payable in equal monthly installments of Eight Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$8,333.33) 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.
- 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 six (6) tickets per home Football game for personal use.
- 7. **Additional Benefits.** University shall also provide to Coach the use of an automobile supplied by an automobile dealership and a cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
- 8. **Achievement Compensation.**
  - a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, Foundation shall issue to Coach from Foundation's Unrestricted Athletic Funds, in compliance with Foundation's exempt purpose, an Achievement Compensation payment in the greater of:
    - i. An amount equal to twenty five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
    - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.



- b. All Achievement Compensation payable 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; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

**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 Assistant 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.

**10. 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.

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

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

**13. 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 a liquidated damages lump sum payment equivalent to one-hundred (100%) percent of the Base Salary 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 in compliance with Foundation's tax-exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(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 13(a)(i) shall be offset and reduced 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 "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.
- 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 Gross Compensation 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, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such

breach within ten (10) days and to 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 13(a)(i) shall cease.

- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

**b. For Just Cause.**

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
  1. Failure to comply with 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 the Head Football Coach, 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, failing to prevent, and/or failing 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; and/or

7. Prolonged absence from University without University's consent.

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.

**14. 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:

a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.

b. For a period of one (1) year after the date of termination, Coach shall not seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

c. If the termination by Coach occurs within one hundred twenty (120) days from the Effective Date of this Contract, Coach shall pay to Foundation within thirty (30) days of the date of notice of termination a liquidated damages payment equivalent to one hundred (100%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract, unless:

i. Coach terminates this Contract to accept a coordinator position with primary play-calling responsibilities at an institution which is a member of a Power-5 conference, in which event the liquidated damages payment set forth in Section 14(c) shall be reduced to fifty (50%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract; or

ii. Coach terminates this Contract to accept a head coaching position at any institution which is a member of the NCAA, in which event Coach shall not be required to pay any liquidated damages to Foundation.

**15. Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a 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 Foundation.

**16. 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 participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

**17. Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.

**18. 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, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- 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 both 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.

**19. 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:***  
 Michael Desormeaux  
 202 Reinhardt Drive  
 Lafayette, LA 70506

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**



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

6/5/18  
Date

**Michael Desormeaux, Coach**



6/1/2018  
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  
ASSISTANT 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 Michael Desormeaux ("Coach").

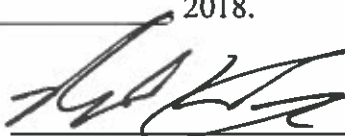
The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 15 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the 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 8 and 13 through 15 of the Contract. 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 5<sup>th</sup> day of June 2018.

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

6/5/18  
Date

  
\_\_\_\_\_  
Michael Desormeaux

6/1/2018  
Date

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

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

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

*8/20/18  
MDB*



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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.18. University of Louisiana at Lafayette's request for approval of a contract with Mr. Zaccheus Etheridge, Assistant Football Coach, effective January 21, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through February 28, 2019, Coach's annual salary is \$100,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$10,000.

Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 100% 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.

If the Coach terminates the contract within 120 days from the effective date of the contract, Coach shall be liable to the Foundation for liquidated damages equivalent to 100% of the Base Salary remaining to be paid under the unexpired term of this contract unless certain conditions exist as outlined in the contract.

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. Zaccheus Etheridge, Assistant Football Coach, effective January 21, 2018.***



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

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

*Université des Acadiens*

May 31, 2018

G 1 8

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Zaccheus Etheridge, Assistant Football Coach.

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

Sincerely,

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

E. Joseph Savoie  
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** (“Contract”), is made effective the 21st 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 ZACCHEUS ETHERIDGE (“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 Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

**WHEREAS**, Coach desires to provide his services as Assistant Football Coach of 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 Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Director of Athletics (“Director”), Coach shall serve as the Cornerbacks Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of Director and 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 until February 28, 2019 (“Initial Term”).
  - b. **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 without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Cornerbacks Coach which are expressly assigned and/or inherent in such position.
  - b. 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.
  - c. Promote an atmosphere in which 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.
  - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
  - e. 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").
  - f. 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 Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
  - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program’s compliance 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.
  - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director 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 One Hundred Thousand Dollars and NO/100 (\$100,000.00), payable in equal monthly installments of Eight Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$8,333.33) on the last day of each month beginning with February 2018. In addition, Coach shall receive a prorated payment of Two Thousand Six Hundred Eighty-Eight Dollars and 20/100 (\$2,688.20) for January 2018. 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.
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 four (4) tickets per home Football game for personal use.
7. **Additional Benefits**. University shall also pay to Coach the following additional benefits:
- a. **Automobile**. Use of an automobile supplied by an automobile dealership.
  - b. **Relocation Costs**. Reimbursement of up to Ten Thousand Dollars (\$10,000.00) in reasonable costs incurred for relocation, provided that any such reimbursement pursuant to this Section 7(b) shall be subject to University’s usual policies and terms.
  - c. **Cellular Telephone Allowance**. A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
8. **Achievement Compensation**.
- a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team’s achievements. In recognition of such contributions, Foundation shall issue to Coach from Foundation’s Unrestricted Athletic Funds in compliance with Foundation’s tax-exempt purpose an Achievement Compensation payment in the greater of:

- i. An amount equal to twenty five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
  - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- b. All Achievement Compensation payable 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; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

**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 Assistant 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.

**10. 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.

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

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

**13. 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 a liquidated damages lump sum payment equivalent to one-hundred (100%) percent of the Base Salary 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 in compliance with Foundation's tax-exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(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 13(a)(i) shall be offset and reduced 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 "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.
- 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 Gross Compensation 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, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to 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 13(a)(i) shall cease.

- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

**b. For Just Cause.**

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
  1. Failure to comply with 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 the Head Football Coach, 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, failing to prevent, and/or failing 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; and
7. Prolonged absence from University without University's consent.

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.

**14. 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:

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. For a period of one (1) year after the date of termination, Coach shall not seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- c. If the termination by Coach occurs within one hundred twenty (120) days from the Effective Date of this Contract, Coach shall pay to Foundation within thirty (30) days of the date of notice of termination a liquidated damages payment equivalent to one hundred (100%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract, unless:
  - i. Coach terminates this Contract to accept a coordinator position with primary play-calling responsibilities at an institution which is a member of a Power-5 conference, in which event the liquidated damages payment set forth in Section 14(c) shall be reduced to fifty (50%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract; or

- ii. Coach terminates this Contract to accept a head coaching position at any institution which is a member of the NCAA, in which event Coach shall not be required to pay any liquidated damages to Foundation.

15. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a 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 Foundation.

16. **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 participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

17. **Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.

18. **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, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- 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 both 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.

19. **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:***

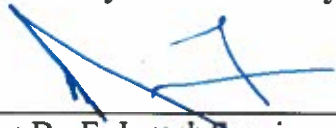
Dr. Bryan Maggard, Director of Athletics  
 University of Louisiana at Lafayette  
 537 Cajundome Blvd., Suite 239  
 Lafayette, LA 70506

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

**Coach:**  
Zaccheus Etheridge  
202 Reinhardt Drive  
Lafayette, LA 70506

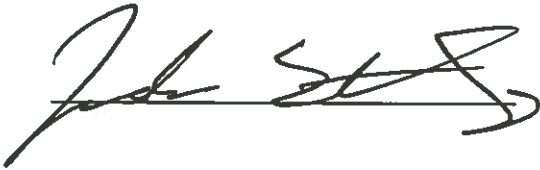
IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

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

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

5/31/18  
\_\_\_\_\_  
Date

**Zaccheus Etheridge, Coach**

  
\_\_\_\_\_

5/25/18  
\_\_\_\_\_  
Date

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

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

*Handwritten initials:* J. Savoie  
MDB

**ANCILLARY AGREEMENT TO  
CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

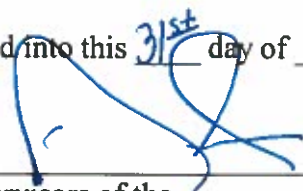
**PARISH OF LAFAYETTE**

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 Zaccheus Etheridge ("Coach").


The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 15 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the 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 8 and 13 through 15 of the Contract. 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 31<sup>st</sup> day of May, 2018.

  
\_\_\_\_\_  
Board of Supervisors of the  
University of Louisiana System  
By: Dr. E. Joseph Savoie  
Date 5/31/18

  
\_\_\_\_\_  
Zaccheus Etheridge  
Date 5/25/18

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

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

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

*JP  
MPB*

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.19.** University of Louisiana at Lafayette's request for approval of a contract with Mr. Mark Hocke, Head Strength and Conditioning Coach and Associate Head Football Coach, effective January 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through February 28, 2020, Coach's annual salary is \$250,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$25,000.

Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 100% 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.

If the Coach terminates the contract within 120 days from the effective date of the contract, Coach shall be liable to the Foundation for liquidated damages equivalent to 100% of the Base Salary remaining to be paid under the unexpired term of this contract.

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. Mark Hocke, Head Strength and Conditioning Coach and Associate Head Football Coach, effective January 1, 2018.



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

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

*Université des Acadiens*

May 31, 2018

G 19

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mark Hocke, Associate Head Football Coach.

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

Sincerely,

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

E. Joseph Savoie  
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT  
HEAD STRENGTH AND CONDITIONING COACH AND  
ASSOCIATE HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** (“Contract”), is made 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 MARK HOCKE (“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 Coach of University’s Strength and Conditioning Program (the “Strength and Conditioning Program”) and Associate Head Football Coach of University’s Football Program (“Football Program”) under the terms and conditions as set forth herein; and

**WHEREAS**, Coach desires to provide his services as Head Strength and Conditioning Coach and Associate Head Football Coach 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 Strength and Conditioning Program and Associate Head Football 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 Head Football Coach. Coach shall also be under the general supervision of University’s Director of Athletics (“Director”) and 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 until February 28, 2020 (“Initial Term”).
  - b. **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 without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.



3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Strength and Conditioning Coach and Associate Head Football Coach which are expressly assigned and/or inherent in such positions.
  - b. 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.
  - c. Promote an atmosphere in which 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.
  - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Strength and Conditioning Program and Football Program.
  - e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Strength and Conditioning Program and/or Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
  - f. 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 Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
  - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Strength and Conditioning Program and Football Program's compliance 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.
  - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director 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 Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) during the Initial Term of this Contract, payable in equal monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars and NO/100 (\$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.
- 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 provide to Coach:
  - a. **Automobile.** Use of an automobile supplied by an automobile dealership.
  - b. **Relocation Costs.** Reimbursement of up to Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) in reasonable costs incurred for relocation, provided that any such reimbursement pursuant to this Section 6 shall be subject to University's usual policies and terms.
  - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
- 7. **Achievement Compensation.**
  - a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, Foundation shall issue to Coach from Foundation's Unrestricted Athletic Funds in compliance with Foundation's tax-exempt purposean Achievement Compensation payment in the greater of:
    - i. An amount equal to twenty-five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or

- ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- b. All Achievement Compensation payable 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; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

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

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Strength and Conditioning Coach and Associate 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.
9. **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.
10. **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 according to the University's Disclosure of Outside Employment Form.
11. **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 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.

## **12. 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 a liquidated damages lump sum payment equivalent to one-hundred (100%) percent of the Base Salary 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 in compliance with Foundation's tax-exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 12(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 12(a)(i) shall be offset and reduced 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 "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.
- 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 Gross Compensation 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, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to 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 12(a)(i) shall cease.

- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

**b. For Just Cause.**

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
  1. Failure to comply with 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 the Head Football Coach, 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, failing to prevent, and/or failing 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; and
7. Prolonged absence from University without University's consent.

- 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.

**13. 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:

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. If the termination by Coach occurs within one-hundred twenty (120) days from the Effective Date of this Contract, Coach shall pay to Foundation within thirty (30) days of the date of notice of termination a liquidated damages payment equivalent to one-hundred (100%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract.

**14. Termination by Death or Incapacity.** This Contract shall automatically and immediately 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 Strength and Conditioning Coach and Associate Head Football Coach. In the event of a 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 Foundation.

**15. 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.

**16. Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Head Strength and Conditioning Coach and Associate Head Football Coach or in any other employment capacity.

**17. 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, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- 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 both 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.

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

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

***University Designee:***

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

***With copy to:***

Dr. Bryan Maggard, Director of Athletics  
University of Louisiana at Lafayette  
537 Cajundome Blvd., Suite 239  
Lafayette, LA 70506

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

***Coach:***

Mark Hocke  
202 Reinhardt Drive  
Lafayette, LA 70506

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



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

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

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

5/31/18  
\_\_\_\_\_  
Date

**Mark Horke, Coach**  
  
\_\_\_\_\_

5/29/18  
\_\_\_\_\_  
Date

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

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

*JP 200*  
*MDB*

**ANCILLARY AGREEMENT TO  
CONTRACT FOR EMPLOYMENT  
HEAD STRENGTH AND CONDITIONING COACH AND  
ASSOCIATE 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 Mark Hocke ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Strength and Conditioning Coach and Associate 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 and 12 through 14 of the Contract for Employment for Head Strength and Conditioning Coach and Associate Head Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the 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 7 and 12 through 14 of the Contract. 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.

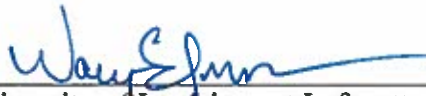
Entered into this 31<sup>st</sup> day of May, 2018.

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

5/31/18  
Date

  
\_\_\_\_\_  
Mark Hocke

5/29/18  
Date

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

Date

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

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

*Handwritten initials: J.P.S. M.D.B.*

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

**ATHLETIC COMMITTEE**

**June 21, 2018**

**Item G.20.** University of Louisiana at Lafayette's request for approval of a contract with Mr. Jabbar Juluke, Assistant Football Coach, effective January 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through February 28, 2020, Coach's annual salary starts at \$200,000 and increases by \$15,000 on January 1, 2019. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$20,000.

Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 100% 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.

If the Coach terminates the contract within 120 days from the effective date of the contract, Coach shall be liable to the Foundation for liquidated damages equivalent to 100% of the Base Salary remaining to be paid under the unexpired term of this contract unless certain conditions exist as outlined in the contract.

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. Jabbar Juluke, Assistant Football Coach, effective January 1, 2018.



G 2 0

May 31, 2018

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Jabbar Juluke, Assistant Football Coach.

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

Sincerely,  


E. Joseph Savoie  
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** (“Contract”) is made 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 JABBAR JULUKE (“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 Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

**WHEREAS**, Coach desires to provide his services as Assistant Football Coach of 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 Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Director of Athletics (“Director”), Coach shall serve as Assistant Head Coach and Running Backs Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of Director and 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 until February 28, 2020 (“Initial Term”).
  - b. **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 without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Head Coach and Running Backs Coach for the Football Program which are expressly assigned and/or inherent in such positions.
  - b. 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.
  - c. Promote an atmosphere in which 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.
  - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
  - e. 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").
  - f. 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 Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
  - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance 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.
- i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director from time to time.

**4. Base Salary.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Agreement, 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 66/100 (\$16,666.66) on the last day of each month.
- b. The Base Salary 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.
- c. On January 1, 2019, Coach's then-current Base Salary shall be increased by Fifteen Thousand Dollars and NO/100 (\$15,000.00).

**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 six (6) tickets per home Football game for personal use.

**7. Additional Benefits.** University shall also provide to Coach:

- a. **Automobile.** Use of an automobile supplied by an automobile dealership.
- b. **Relocation Costs.** Reimbursement of up to Twenty Thousand Dollars and NO/100 (\$20,000.00) in reasonable costs incurred for relocation, provided that any such reimbursement pursuant to this Section 7 shall be subject to University's usual policies and terms.
- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

**8. Achievement Compensation.**

- a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, Foundation shall issue to Coach from Foundation's Unrestricted Athletic Funds, in compliance with Foundation's tax-exempt purpose, an Achievement Compensation payment in the greater of:
  - i. An amount equal to twenty-five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
  - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- b. All Achievement Compensation payable 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; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

**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 Assistant 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.

- 10. 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.

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

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

**13. 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 a liquidated damages lump sum payment equivalent to one-hundred (100%) percent of the Base Salary 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 in compliance with Foundation's tax-exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.

ii. In the event of a termination described in Section 13(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 13(a)(i) shall be offset and reduced 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 "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue

payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.

- 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 Gross Compensation 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, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to 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 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

**b. For Just Cause.**

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
  - 1. Failure to comply with 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 the Head Football Coach, 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, failing to prevent, and/or failing 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; and
  7. Prolonged absence from University without University's consent.
- 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.

**14. 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:

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. For a period of one (1) year after the date of termination, Coach shall not seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- c. If the termination by Coach occurs within one hundred twenty (120) days from the Effective Date of this Contract, Coach shall pay to Foundation within thirty (30) days of the date of notice of termination a liquidated damages payment equivalent to one

hundred (100%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract, unless:

- i. Coach terminates this Contract to accept a coordinator position with primary play-calling responsibilities at an institution which is a member of a Power-5 conference, in which event the liquidated damages payment set forth in Section 14(c) shall be reduced to fifty (50%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract; or
- ii. Coach terminates this Contract to accept a head coaching position at any institution which is a member of the NCAA, in which event Coach shall not be required to pay any liquidated damages to Foundation.

**15. Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a 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 Foundation.

**16. 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 participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

**17. Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.

**18. 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, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
  - 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 both 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.
- 19. 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

*With copy to:*  
Dr. Bryan Maggard, Director of Athletics

University of Louisiana at Lafayette  
P.O. Box 41008  
Lafayette, LA 70504-1008

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:**  
Jabbar Juluke  
202 Reinhardt Drive  
Lafayette, LA 70506

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**

**Jabbar Juluke, Coach**

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

  
\_\_\_\_\_

6/5/18  
\_\_\_\_\_  
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

*J. Savoie*  
*MJB*

**ANCILLARY AGREEMENT TO  
CONTRACT FOR EMPLOYMENT  
ASSISTANT 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 Jabbar Juluke ("Coach").


The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 15 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the 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 8 and 13 through 15. 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 5<sup>th</sup> day of June, 2018.

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

  
\_\_\_\_\_  
Jabbar Juluke Date

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

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

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

*JJP 080  
1/12/18*