

Board Agenda Item G.21.

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

Board Agenda Item G.22.

University of Louisiana at Lafayette's request for approval of a contract with Mr. David Looney, Jr., Assistant Football Coach, effective January 18, 2018.

Board Agenda Item G.23.

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

Board Agenda Item G.24.

University of Louisiana at Lafayette's request for approval of a contract with Mr. Ron Roberts, Assistant Football Coach, effective January 19, 2018.

Board Agenda Item G.25.

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

Board Agenda Item G.26.

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

Board Agenda Item G.27.

University of Louisiana at Lafayette's request for approval of a contract with Mr. Patrick Toney, Assistant Football Coach, effective January 3, 2018.

Board Agenda Item G.28.

University of Louisiana at Lafayette's request for approval of a contract with Mr. Troy Wingerter, Director of Football Operations, effective January 1, 2018.

Board Agenda Item G.29.

University of Louisiana at Monroe's request for approval of a contract with Mr. J.D. Malone, Head Track and Field/Cross Country Coach, effective July 1, 2018.

Board Agenda Item G.30.

University of Louisiana at Monroe's request for approval of amendments to the contractual agreement with Mr. Mathew Collins, Assistant Baseball Coach, effective May 23, 2018.

Board Agenda Item G.31.

University of Louisiana at Monroe's request for approval of a contract with Mr. Corey Lyon, Head Women's Softball Coach, effective May 30, 2018.

Board Agenda Item G.32.

University of Louisiana at Monroe's request for approval of a contract with Mr. Tim Baldwin, Head Golf Coach, effective July 1, 2018.

Board Agenda Item G.33.

University of Louisiana at Monroe's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

Board Agenda Item G.34.

University of New Orleans' request for approval of contractual amendments with Mr. Michael Blake Dean, Head Men's Baseball Coach, effective July 1, 2018.

D. Other Business

E. Adjournment

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.21. University of Louisiana at Lafayette's request for approval of a contract with Mr. Timothy Leger, Assistant Football Coach, effective January 1, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement effective through February 28, 2020, Coach's annual salary is \$145,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$14,500.

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 of 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. Timothy Leger, 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 2 1

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 Timothy Leger, 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".

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 TIMOTHY LEGER (“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 Recruiting Coordinator 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 Recruiting Coordinator for the Football Program 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 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 Forty-Five Thousand Dollars and NO/100 (\$145,000.00), payable in equal monthly installments of Twelve Thousand Eighty Three Dollars and 33/100 (\$12,083.33). 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.
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 Fourteen Thousand Five Hundred Dollars and NO/100 (\$14,500.00) 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 necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of 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:
 Timothy Leger
 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.

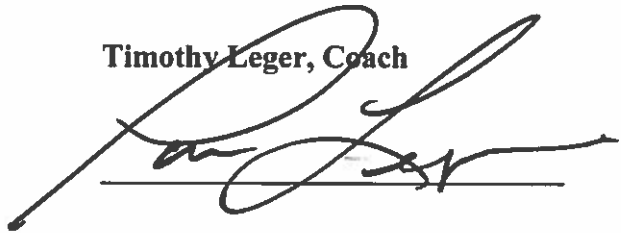
**Board of Supervisors of the
University of Louisiana System**



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

Date 5/31/18

Timothy Leger, Coach



Date 5/25/18

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

SAS 026
WDB

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

STATE OF LOUISIANA

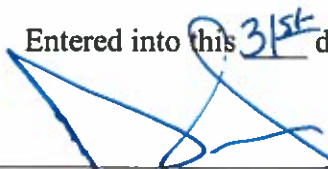
PARISH OF LAFAYETTE

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 Timothy Leger ("Coach").

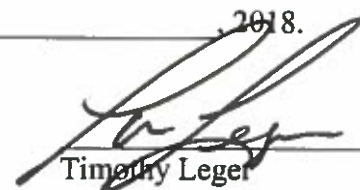
The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 15 of the Contract for Employment 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 31st day of May, 2018.

 _____ Date 5/31/18

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

 _____ Date 5/25/18

Timothy Leger

 _____ Date _____

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

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

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

SJP
MJB

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.22. University of Louisiana at Lafayette's request for approval of a contract with Mr. David Looney, Jr., Assistant Football Coach, effective January 18, 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. David Looney, Jr., Assistant Football Coach, effective January 18, 2018.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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Université des Acadiens

May 31, 2018

G 2 2

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 David Looney, Jr, 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 18th 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 DAVID LOONEY, JR., (“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 Assistant Offensive Line 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 Assistant Offensive Line 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 February 2018. Coach shall receive a prorated payment for services performed from January 18, 2018 to January 31, 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 provide to Coach:
 - a. **Automobile.** Use of an automobile supplied by an automobile dealership.
 - b. **Relocation Costs.** Reimbursement of up to Ten Thousand Dollars and NO/100 (\$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

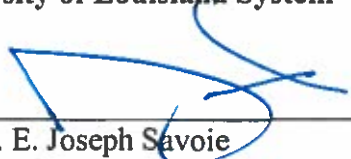
Unless hereinafter changed via written notice to University, any notice to Coach shall be sent to:

Coach:
 David Looney, Jr.
 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**

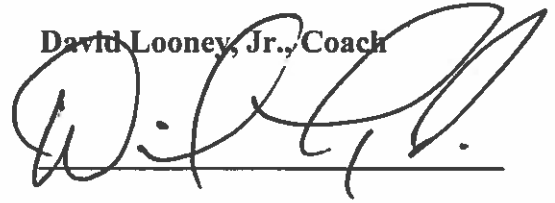
David Looney, Jr., Coach



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

Date

6/5/18



Date

6/17/2018

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

*officer
MDO*

**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 David Looney, Jr. ("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.

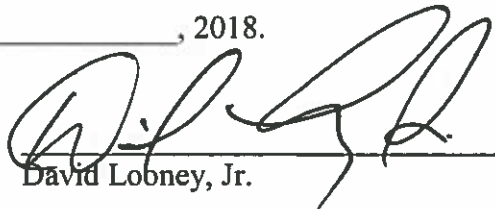
The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract.

Entered into this 5th day of June, 2018.




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

6/5/18
Date



David Looney, Jr.

6/11/18
Date



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

6-4-18
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

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.23. University of Louisiana at Lafayette's request for approval of a contract with Mr. Matthew Powledge, Assistant Football Coach, effective January 1, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement effective through February 28, 2020, Coach's annual salary is \$145,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$14,500.

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. Matthew Powledge, 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

May 31, 2018

Université des Acadiens

G 23

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 Matthew Powledge, 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 a faint, large, stylized "S" or "E" watermark.

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 **MATTHEW POWLEDGE** (“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 Special Teams Coordinator 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 Special Teams Coordinator for the Football Program 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 Forty-Five Thousand Dollars and NO/100 (\$145,000.00), payable in equal monthly installments of Twelve Thousand Eighty-Three Dollars and 33/100 (\$12,083.33). 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.
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 Fourteen Thousand Five Hundred Dollars (\$14,500.00) 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. Coach shall repay to University, in monthly installments, the amount of all Gross Compensation he may receive, up to the amount of the liquidated damages payment set forth in Section 13(a)(i), above.
- 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:
 Matthew Powledge
 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**

Matthew Powledge, Coach



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



6/5/18

Date

6/1/18

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
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 Matthew Powledge ("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 5th day of June, 2018.



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


Date



Matthew Powledge

Date

6/1/18



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

*SP
MIDB*

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.24. University of Louisiana at Lafayette's request for approval of a contract with Mr. Ron Roberts, Assistant Football Coach, effective January 19, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement effective through February 28, 2020, Coach's annual salary is \$325,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$32,500.

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 75% of the Base Salary remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation.

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. Ron Roberts, Assistant Football Coach, effective January 19, 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

May 31, 2018

Université des Acadiens

G 2 4

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Ron Roberts, 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".

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 19th 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 RON ROBERTS (“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 Defensive Coordinator 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 Defensive Coordinator for the Football Program 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 abusive 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 Three Hundred Twenty-Five Thousand Dollars and NO/100 (\$325,000.00), payable in equal monthly installments of Twenty-Seven Thousand Eighty-Three Dollars and 33/100 (\$27,083.33) on the last day of each month beginning February 2018. Coach shall receive a prorated payment for services performed from January 19, 2018 to January 31, 2018. 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.
 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 provide to Coach the following:
 - a. **Automobile.** Use of an automobile supplied by an automobile dealership.
 - b. **Relocation Costs.** Reimbursement of up to Thirty-Two Thousand Five Hundred Dollars and NO/100 (\$32,500.00) 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 \$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 of 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. A termination of Coach by University without cause following an event or occurrence prompting an Achievement Compensation payment shall not affect Coach's entitlement to any such Achievement Compensation payments. Notwithstanding anything in this Section 8 to the contrary, 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 seventy-five (75%) 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. Coach shall repay to University, in monthly installments, the amount of all Gross Compensation he may receive, up to the amount of the liquidated damages payment set forth in Section 13(a)(i), above
- 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. Material breach of this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities commensurate with Coach's position of Assistant Coach to best of Coach's ability;
 3. Failure to comply with a lawful directive commensurate with Coach's position of Assistant Coach 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: 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:
 Rob Roberts
 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**

Ron Roberts, Coach

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

6/5/18

Date

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

ep
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 Ron Roberts ("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 5th day of June, 2018.




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

6/5/18
Date



Ron Roberts

6-1-2018
Date



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

6-4-18
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



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

ATHLETIC COMMITTEE

June 21, 2018

Item G.25. University of Louisiana at Lafayette's request for approval of a contract with Mr. Robert Sale, Assistant Football Coach, effective January 1, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement effective through February 28, 2020, Coach's annual salary is \$325,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$32,500.

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. Robert Sale, 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 25

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 Robert Sale, 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 a printed name and title.

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 ROBERT SALE (“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 Offensive Coordinator and Offensive Line 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 Offensive Coordinator and Offensive Line Coach for the Football Program 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.

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 seventy-five (75%) 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 the Southeastern 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:
Robert Sale
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**

Robert Sale, Coach



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



6/5/18

Date

6/1/18

Date

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

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

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

STATE OF LOUISIANA

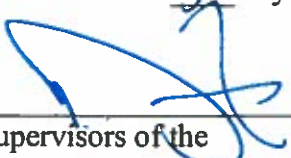
PARISH OF LAFAYETTE

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 Robert Sale ("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.

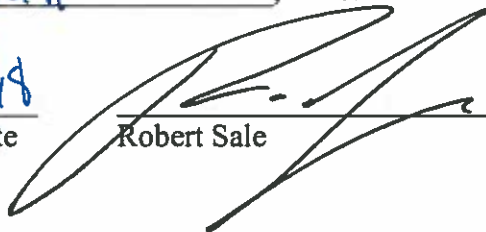
The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract.

Entered into this 5th day of June, 2018.



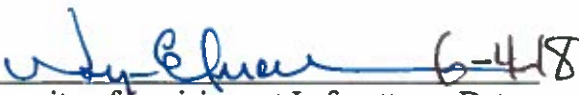
Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

6/5/18
Date



Robert Sale

6/1/18
Date



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

6-4-18
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

MD8

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.26. University of Louisiana at Lafayette's request for approval of a contract with Mr. Rory Segrest, Assistant Football Coach, effective January 1, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement effective through February 28, 2020, Coach's annual salary is \$145,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$14,500.

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. Rory Segrest, 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 2 6

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Rory Segrest, 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".

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 RORY SEGREST ("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 Defensive Line 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 Defensive Line Coach for the Football Program 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 Forty-Five Thousand Dollars and NO/100 (\$145,000.00), payable in equal monthly installments of Twelve Thousand Eighty Three Dollars and 33/100 (\$12,083.33). 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.
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 Fourteen Thousand Five Hundred Dollars and NO/100 (\$14,500.00) 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. Coach shall repay to University, in monthly installments, the amount of all Gross Compensation he may receive, up to the amount of the liquidated damages payment set forth in Section 13(a)(i), above.
- 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 necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of 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, if Coach terminates 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:

Rory Segrest
 202 Reinhardt Drive
 Lafayette, LA 70506

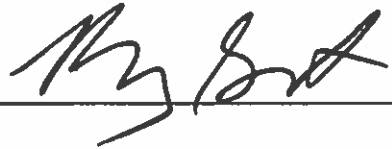
IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

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

Rory Segrest, Coach



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



6/5/18

Date

6-1-18

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

SEP 18
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 Rory Segrest ("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 5th day of June, 2018.



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

6/5/18 Date 

Rory Segrest 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

Handwritten initials: JF 6/5/18 MDS

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.27. University of Louisiana at Lafayette's request for approval of a contract with Mr. Patrick Toney, Assistant Football Coach, effective January 3, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement effective through February 28, 2019, Coach's annual salary is \$145,000. In addition, the University shall pay Coach an annual cell phone allowance of \$960 and relocation costs up to \$14,500.

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. Patrick Toney, Assistant Football Coach, effective January 3, 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 27 2

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 Patrick Toney, 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 and effective the 3rd 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 **PATRICK TONEY** (“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 Safeties 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 Safeties 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 Forty-Five Thousand Dollars and NO/100 (\$145,000.00), payable in equal monthly installments of Twelve Thousand Eighty Three Dollars and 33/100 (\$12,083.33) on the last day of each month beginning in February 2018. Coach shall receive a prorated payment of Three Thousand Four Hundred Ninety-Four Dollars and 66/100 (\$3,494.66) 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 provide to Coach:
 - a. **Automobile.** Use of an automobile supplied by an automobile dealership.
 - b. **Relocation Costs.** Reimbursement of up to Fourteen Thousand Five Hundred Dollars and NO/100 (\$14,500.00) 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:

Patrick Toney
 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

Patrick Toney, 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

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

STATE OF LOUISIANA

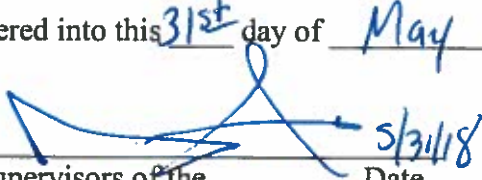
PARISH OF LAFAYETTE

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 Patrick Toney ("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 31st day of May, 2018.



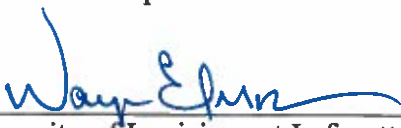
Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

5/31/18
Date



Patrick Toney

5/25/18
Date



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

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

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

*SP-02
MDS*

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.28. University of Louisiana at Lafayette's request for approval of a contract with Mr. Troy Wingerter, Director of Football Operations, effective January 1, 2018.

EXECUTIVE SUMMARY

Under the proposed agreement effective through February 28, 2019, Coach's annual salary is \$115,000. 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.

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. Troy Wingerter, Director of Football Operations, 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 2 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 Troy Wingerter, Director of Football Operations.

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 Savore".

E. Joseph Savore
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
DIRECTOR OF FOOTBALL OPERATIONS**

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 TROY WINGERTER (“Wingerter”). The Board and Wingerter 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 Wingerter as Director of Football Operations for University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

WHEREAS, Wingerter desires to provide his services as Director of Football Operations for 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 Wingerter as Director of Football Operations for its Football Program, and Wingerter hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Director of Athletics (“Director”), Wingerter shall serve as the Director of Football Operations for the Football Program. Wingerter shall be responsible to, and shall report directly to, University’s Head Football Coach. Wingerter 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 Wingerter; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Wingerter’s services without execution of a new contract or an extension of this Contract, Wingerter’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities**. Wingerter shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Wingerter shall:
- a. Faithfully and conscientiously perform the duties of the Football Program's Director of Football Operations which are expressly assigned and/or inherent in such position.
 - b. Maintain the high moral and ethical standards commonly expected of 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 and supervision 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 Wingerter and satisfactory performance of the conditions of this Contract, University agrees to pay Wingerter an annual base salary of One Hundred Fifteen Thousand Dollars and NO/100 (\$115,000.00), payable in equal monthly installments of Nine Thousand Five Hundred Eighty-Three Dollars and 33/100 (\$9,583.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Wingerter 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.** Wingerter 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 Wingerter up to six (6) tickets per home Football game for personal use.
 7. **Additional Benefits.** University shall also provide to Wingerter 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 Wingerter will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, Foundation shall issue to Wingerter from Foundation's Unrestricted Athletic Funds an Achievement Compensation payment in the greater of:
 - i. An amount equal to twenty five (25%) percent of one (1) monthly installment of Wingerter's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Wingerter is acting as the Director of Football Operations for the Football Team in such Bowl game; or
 - ii. An amount equal to one monthly installment of Wingerter's base salary if the Football Team appears in a New Year's Six Bowl, provided that Wingerter is acting as the Director of Football Operations for the Football Team in such Bowl.
 - 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 of 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, Wingerter shall not be entitled to any unpaid Achievement Compensation for any year during which Wingerter has been suspended by University, or during which University has terminated Wingerter's employment as a Director of Football Operations for cause.

9. Compliance with Law, Policy, and Regulations.

- a. Wingerter 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. Wingerter 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 Wingerter's employment as Director of Football Operations, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Wingerter 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. Wingerter may earn income and revenue from outside sources while employed by University upon approval from President and in accord with Board policies. Wingerter shall report annually in writing to President through Director all athletically-related income he receives from sources outside University, and Wingerter 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 Wingerter's University employment; University shall have no responsibility for any claims arising therefrom.

11. Outside Employment. Wingerter 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. Wingerter 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, Wingerter 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 exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Wingerter shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(a)(i), Wingerter 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") Wingerter may receive from any employer, including any business entity owned or controlled by Wingerter or in which Wingerter 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 Wingerter receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Wingerter shall issue payments to University in the amount of each Gross Compensation payment Wingerter receives, within fourteen (14) days of Wingerter'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, Wingerter 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. Wingerter 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. Wingerter 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 Wingerter breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Wingerter 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 Wingerter 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 Wingerter 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, Wingerter 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 Wingerter'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 Wingerter's:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Wingerter'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 Wingerter 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 Wingerter;
 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 Wingerter 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, Wingerter 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.** Wingerter 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 Wingerter. Wingerter recognizes his promise to work for University for the entire term of this Contract is the essence of this Contract. Wingerter also recognizes University's highly valuable investment in Wingerter's continued employment would be lost if Wingerter resigns or otherwise terminates his employment with University prior to the expiration of this Contract. Accordingly, should Wingerter terminate this Contract:

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

b. For a period of one (1) year after the date of termination, Wingerter 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 Wingerter had contacted or recruited such athlete prior to Wingerter'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 Wingerter occurs within one hundred twenty (120) days from the Effective Date of this Contract, Wingerter 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.

15. Termination by Death or Incapacity. This Contract shall automatically and immediately terminate upon Wingerter'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 Wingerter's ability to perform the essential functions and duties as Director of Football Operations. In the event of a termination under this Section, neither Wingerter nor Wingerter'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. Wingerter 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, Wingerter 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 Wingerter at University whether as Director of Football Operations 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. Wingerter 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. Wingerter 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. Wingerter 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 Wingerter, 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 Wingerter shall be sent to:

Troy Wingerter
202 Reinhardt Drive
Lafayette, LA 70506

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Wingerter 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

Troy Wingerter



5/24/18

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

J.P. Savoie
MDB

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
DIRECTOR OF FOOTBALL OPERATIONS**

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 Troy Wingerter ("Wingerter").

The Foundation desires to assist and aid University in the employment of Wingerter for the position of Director of Football Operations. 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 Director of Football Operations ("Contract"). 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 Wingerter hereby acknowledge that they have been provided a copy of the Contract.

Entered into this 21st day of May, 2018.



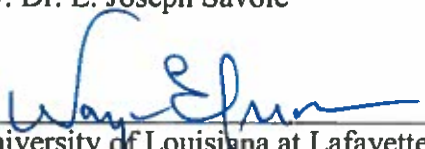
Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

5/31/18
Date



Troy Wingerter

5/24/18
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

*JP 088
NDB*

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.29. University of Louisiana at Monroe's request for approval of a contract with Mr. J.D. Malone, Head Track and Field/Cross Country Coach, effective July 1, 2018.

EXECUTIVE SUMMARY

This one-year contract expires on June 30, 2019. During this term, Coach will receive a base annual salary of \$53,000 from the University. In addition, the University of Louisiana at Monroe Foundation will pay Coach \$7,000 annually for his role as a fundraiser for ULM Athletics and ULM Track and Field/Cross Country.

The ULMAF will pay Coach for the following accomplishments:

- \$2,500 for each team winning Sun Belt conference championship;
- \$1,000 for being named Conference Coach of the Year for each team;
- \$1,000 for each team with an annual APR of 950 or greater.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary due for the remainder of the current fiscal year, not to exceed six months of base salary. In the event the Coach terminates the contract without cause to become employed as a head track and field/cross country coach, the University shall be entitled to the remaining months of base salary due for the remainder of that contract year.

The University and the University of Louisiana at Monroe Athletic 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 University of Louisiana at Monroe's request for approval of a contract with Mr. J.D. Malone, Head Track and Field/Cross Country Coach, effective July 1, 2018.*

University of
LOUISIANA
Monroe

Office of the President

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

G 29

May 30, 2018

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

RECEIVED

MAY 31 2018

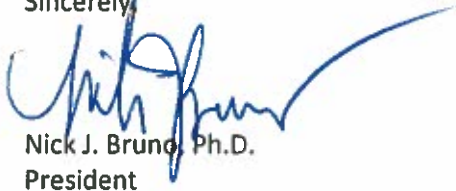
UNIVERSITY OF
LOUISIANA SYSTEM

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract for Mr. J. D. Malone, Head Track and Field/Cross Country Coach, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.
President

**CONTRACT OF EMPLOYMENT
HEAD MEN AND WOMEN'S TRACK AND FIELD / CROSS COUNTRY COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into on this 30th day of May, 2018, between the **University of Louisiana at Monroe** (hereinafter referred to as "UNIVERSITY") and through its President, and **J. D. Malone** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. ULM Athletic Foundation (hereinafter referred to as "FOUNDATION") joins this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment

1.1 The University does hereby employ COACH as Head Men and Women's Track and Field / Cross Country Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men and Women's Track and Field / Cross Country, which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by UNIVERSITY through its President and Athletic Director. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for *causal termination* by the UNIVERSITY as set forth in section 11.2 of this

contract.

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on the 1st day of July, 2018, and terminating without further notice to COACH on the 30th day of June, 2019, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$53,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 *Subject to the terms and conditions set forth in paragraphs 3.2.1 and 3.2.2,* FOUNDATION through its athletic funds shall pay COACH the sum of \$7,000 annually, to be made in equal monthly payments in the amount of \$583.33 during the period of this agreement for COACH'S role as a fundraiser for ULM Athletics and ULM Men and Women's Track and Field / Cross Country program.

3.2.1 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 information return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.2.2 Payment from FOUNDATION is contingent on FOUNDATION'S actual receipt of funds by the 21st day each month from fund raising activities by COACH or on behalf of COACH for the benefit of ULM's Men and Women's Track and Field / Cross Country program sufficient to cover the monthly compensation provided for in paragraph 3.2. 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.

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

3.4 The University does not guarantee amounts due from the University under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 of this contract.

3.5 Indemnification and Hold Harmless of University. By signing this Agreement, COACH agrees to hold harmless and indemnify University from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with all obligations incurred by the FOUNDATION under this agreement, including but not limited to the terms and conditions set forth in paragraph 3.2 and Section 5.0 of this agreement.

4.0 Employee Benefits

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

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

5.0 Performance Incentives

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

- (a) COACH shall earn \$2,500 in supplemental compensation for *each team* that wins the Sun Belt Conference championship.
- (b) COACH shall earn \$1000 in supplemental compensation if named Conference or Louisiana Coach of the Year for *each team* associated with the award.
- (c) COACH shall earn \$1000 for *each team* with an annual APR of 950 or greater.

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

5.3 Any incentive provided in this Section 5.0, if achieved, will only be awarded if the team is not subject to APR penalties which result in loss of scholarships at the time the incentives are reached.

6.0 Camps and Clinics

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

property to the end of better utilization of the facilities and with suitable compensation paid to the UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by UNIVERSITY policy.

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

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death

during the operation of said camp activities. -

- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Apparel, Equipment Endorsements

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

8.0 Outside Income-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 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 Track and Field / Cross Country camps and/or 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.

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 rules. 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, 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 Track and Field / Cross Country Staff

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

11.0 Termination

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

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Men and Women's Track and Field / Cross Country Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings Coach into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair Coach's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration

incidental to employment, cease upon termination.

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract, *without cause*, the COACH shall be entitled to the base salary that he would have earned from the University for the remainder of the current fiscal year, except that liquidated damages shall not exceed six (6) months of base salary, payable by the University in lump sum no later than sixty days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the University.

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

11.5 In the event COACH terminates the Contract to become a head track and field / cross country coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equal to the remainder of the base salary he would have earned in that year of the contract. The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60) days of the date of termination.

11.6 If COACH terminates this contract for any other reason than becoming employed

as a head track and field / cross country coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

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

12.0 Severability

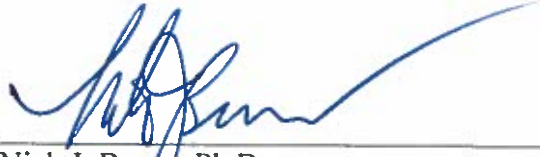
If any provision of the Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

13.0 Force Majeure

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

14.0 Entire Agreement

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



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



Ron Bush
President
ULM Athletic Foundation



J. D. Malone
Head Men and Women's Track and Field / Cross Country Coach

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 21, 2018

- Item G.30.** University of Louisiana at Monroe's request for approval of amendments to the contractual agreement with Mr. Matthew Collins, Assistant Baseball Coach, effective May 23, 2018.

EXECUTIVE SUMMARY

In July of 2017, Coach and the University entered into a contractual agreement that will end June 30, 2018. The University is now requesting that the Coach receive a one-year extension to June 30, 2019, and increase his base salary from \$45,000 to \$54,000.

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 University of Louisiana at Monroe's request for approval of amendments to the contractual agreement with Mr. Matthew Collins, Assistant Baseball Coach, effective May 23, 2018.*

University of
LOUISIANA
Monroe

G 3 0

Office of the President

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

May 30, 2018

RECEIVED

MAY 31 2018

**UNIVERSITY OF
LOUISIANA SYSTEM**

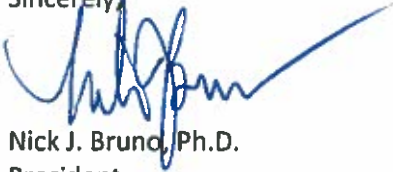
Dr. James B. Henderson President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract extension and amendment agreement for Mr. Matthew Collins, Assistant Baseball Coach, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.
President

EMPLOYMENT CONTRACT EXTENSION AND AMENDMENT AGREEMENT
ASSISTANT BASEBALL COACH

STATE OF LOUISIANA

PARISH OF OUACHITA

This Contract of Employment Extension and Amendment Agreement, (“Agreement”) is made and entered into on this 23rd day of May, 2018, between **University of Louisiana at Monroe**, through its President (hereinafter referred to as the “ULM” or the “UNIVERSITY”), and **Matthew Collins** (hereinafter referred to as “COACH”), (collectively, the “Parties”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (hereinafter referred to as “BOARD”), and therefore the terms and conditions set forth in this Agreement should not be considered a valid contract until approval is provided by the Board.

WHEREAS the Parties entered into a Contract of Employment on July 31, 2017 (the “Original Contract” incorporated herein by reference as if fully attached hereto), and

WHEREAS the Parties agree to extend the term of the Original Contract, as well as amend Section 3.1 with respect to the COACH’s base annual salary as follows:

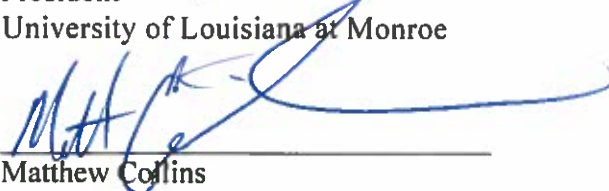
1. **Extension.** The Original Contract will end on June 30, 2018. The Original Contract is extended for an additional period, which will begin on July 1, 2018 and terminate without further notice on June 30, 2019, unless sooner terminated or further extended under the terms and conditions of the Original Contract.

2. **Amendment.** The COACH’s base annual salary in the Original Contract is \$45,000. Section 3.1 of the Original Contract is amended to increase the base annual salary to \$54,000 effective as of July 1, 2018.

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



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



Matthew Collins
Assistant Baseball Coach

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 21, 2018

- Item G.31.** University of Louisiana at Monroe's request for approval of an amendment to the contractual agreement with Mr. Corey Lyon, Head Women's Softball Coach, effective May 30, 2018.

EXECUTIVE SUMMARY

In December of 2014, and amended in January of 2016, Coach and the University entered into a contractual agreement that will end June 30, 2018. The University is now requesting that the Coach receive a one-year extension to June 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 University of Louisiana at Monroe's request for approval of an amendment to the contractual agreement with Mr. Corey Lyon, Head Women's Softball Coach, effective May 30, 2018.*

University of
LOUISIANA
Monroe

G 3 1

Office of the President

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

May 30, 2018

RECEIVED

MAY 31 2018

UNIVERSITY OF
LOUISIANA SYSTEM

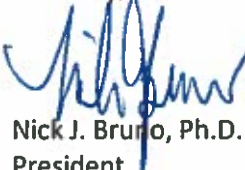
Dr. James B. Henderson President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract extension and amendment agreement for Mr. Corey Lyon, Head Women's Softball Coach, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.
President

**EMPLOYMENT CONTRACT EXTENSION AND AMENDMENT AGREEMENT
HEAD WOMEN'S SOFTBALL COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This Employment Contract Extension and Amendment Agreement, ("Agreement") is made and entered into on this 30th day of May, 2018, between **University of Louisiana at Monroe**, through its President (hereinafter referred to as the "ULM" or the "UNIVERSITY"), and **Corey Lyon** (hereinafter referred to as "COACH"), (collectively, the "Parties"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (hereinafter referred to as "BOARD"), and therefore the terms and conditions set forth in this Agreement should not be considered a valid contract until approval is provided by the Board. The **ULM Athletic Foundation** (hereinafter referred to as "FOUNDATION" or "ULMAF") joins in this agreement consenting to the obligations incurred by FOUNDATION.

WHEREAS the Parties entered into an Employment Agreement on December 1, 2014 ("Original Contract), *as amended* on January 1, 2016 (Amended Employment Agreement) – both such contracts are incorporated herein by reference as if fully attached hereto), and

WHEREAS the Parties agree to extend the term of the Original Contract, as well as amend Section 1.0 to eliminate the 30-day contract non-renewal notice, as follows:

1. Extension. The Original Contract will end on June 30, 2018. Section 5.1.1.1 of the Original Contract, provides for an "additional year contract if the team finishes with an overall record of above .500 for the 2015 season". The team has a 30-22 winning record in that season and the Women's Softball team's Academic Progress Rate (APR) is not below a single year score of 940 beginning with the 2015 season. Therefore, the Original Contract is extended for an additional one-year period, which will begin on July 1, 2018 and terminate without further notice on June 30, 2019, unless sooner terminated or further extended under the terms and conditions of the Original Contract.

2. Amendment. Section 2.1 of the Original Contract is amended to ADD the following language at the end of the first sentence after the word 2018: “and terminate without further notice unless sooner terminated or further extended under the terms and conditions of the Original Contract”. The Original Contract is further amended to DELETE the second paragraph in its entirety thus eliminating the 30-day contract non-renewal notice clause in the Original Contract.

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



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



Ron Bush
President
University of Louisiana at Monroe Athletic Foundation



Corey Lyon
Head Women's Softball Coach

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.32. University of Louisiana at Monroe's request for approval of a contract with Mr. Tim Baldwin, Head Men's Golf Coach, effective July 1, 2018.

EXECUTIVE SUMMARY

This agreement is for three years, expiring on June 30, 2021. During this term, Coach will receive a base annual salary of \$61,000 from the University, and a \$45 cell phone stipend. In addition to the base salary, the University of Louisiana at Monroe Athletic Foundation (ULMAF) will reimburse the University \$29,000 annually for Coach's role as a fundraiser for ULM Athletics and ULM Men's Golf. Finally, Coach will receive a club membership at Bayou DeSiard Country Club, and the ULMAF will pay the monthly membership fee. The ULMAF will pay Coach for the following accomplishments:

- \$1,000 for conference tournament championship;
- \$1,000 for NCAA tournament participation;
- \$5,000 for winning NCAA regional;
- \$3,500 if team qualifies for NCAA Finals (Top 30);
- \$5,000 if team makes Matchplay (Final);
- \$10,000 for winning NCAA Championship;
- \$500 for being named Conference or Louisiana Coach of the Year;
- \$1,000 if team's annual APR is 950 or greater.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary due for the remainder of the current contract year, or the University may reassign Coach to another suitable position for the remainder of the current contract year. In the event the Coach terminates the contract without cause to become employed as a head golf coach, the University shall be entitled to the remaining months of base salary due for the remainder of the contract year.

The University and the University of Louisiana at Monroe Athletic 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 University of Louisiana at Monroe's request for approval of a contract with Mr. Tim Baldwin, Head Men's Golf Coach, effective July 1, 2018.

University of
LOUISIANA
Monroe

G 3 2

Office of the President

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

May 30, 2018

RECEIVED

MAY 31 2018

**UNIVERSITY OF
LOUISIANA SYSTEM**

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract for Mr. Tim Baldwin, Head Golf Coach, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,



Nick J. Brunp, Ph.D.
President

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

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into on this 30th day of May, 2018, between the **University of Louisiana at Monroe** (hereinafter referred to as "UNIVERSITY" or "ULM") and through its President, and **Tim Baldwin** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The **ULM Athletic Foundation** (hereinafter referred to as "FOUNDATION" or "ULMAF") joins in this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment

1.1 UNIVERSITY does hereby employ COACH as head Men's Golf Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men'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 Athletic Director. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for *causal termination* by the UNIVERSITY as set forth in section 11.2 of this contract.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics (the "Athletic Director") and shall confer with the Athletic Director or the Athletic Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY'S President.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on the 1st day of July, 2018, and terminating without further notice to COACH on the 30th day of June, 2021, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services as Head Men's Golf Coach and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$61,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 Subject to the terms and conditions set forth in this paragraph, UNIVERSITY shall pay COACH the sum of \$29,000 annually, payable on a bi-weekly basis, in consideration of COACH performing the scope of work (fundraising-related deliverables), on behalf of the University, as outlined in a reimbursement agreement between the UNIVERSITY and FOUNDATION (and acknowledged by COACH) (hereinafter referred to as "MOU" with said MOU being attached hereto and incorporated herein as if fully restated in this Agreement). COACH further understands, agrees, and acknowledges that UNIVERSITY shall have no further obligation whatsoever to COACH for payment of the compensation described in this paragraph in the event of termination of this Agreement, reassignment of COACH to another position at the University, and/or termination of the MOU; that the MOU may be terminated by either party upon thirty-days (30) written notice to the other party; and that COACH shall immediately cease performing the scope of services upon the occurrence of any such event(s).

3.3 COACH may be eligible for cost of living or merit pay increases from the University in addition to the stated UNIVERSITY base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service, provided that such pay adjustment can be sustained from the budget for intercollegiate athletics as determined by the UNIVERSITY in its sole discretion. Any such pay increases or pay adjustments shall be calculated on or against the base salary described in paragraph 3.1 of this Agreement.

3.4 The University does not guarantee amounts due from the University under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 of this contract.

3.5 Indemnification and Hold Harmless of University. By signing this Agreement,

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

4.0 Employee Benefits

4.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other UNIVERSITY unclassified employee. Such benefit will be based upon COACH's total annual salary as provided by the UNIVERSITY and stated in in paragraphs 3.1 and 3.2 of this Agreement.

4.2 COACH shall be provided a monthly cell phone allowance of \$45 per month to be paid by UNIVERSITY and included on the COACH's bi-weekly payroll check.

4.3 COACH shall receive a club membership at Bayou DeSiard Country Club. The monthly membership fee will be provided by the FOUNDATION.

4.4 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 will be made by the Athletics Director. Should a courtesy/vehicle arrangement not be available with a local dealership COACH may receive a monthly allowance not to exceed \$300 toward the expense of a vehicle. The UNIVERSITY will disperse the allowance to COACH using normal UNIVERSITY payroll procedures.

5.0 Performance Incentives

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

- (a) Team wins the conference tournament: COACH shall earn \$1,000 supplemental compensation.
- (b) Team participates in a NCAA team championship: COACH shall earn \$1,000 supplemental compensation.
- (c) Team wins NCAA Regional: COACH shall earn \$5,000 supplemental compensation.
- (d) Team qualifies for NCAA Finals (Top 30): COACH shall earn \$3,500 supplemental compensation.
- (e) Team makes Matchplay (Final): COACH shall earn \$5,000 supplemental compensation.
- (f) Team wins NCAA Championship: COACH shall earn \$10,000 supplemental compensation.
- (g) COACH is named conference or Louisiana Coach of the Year: COACH shall earn \$500 supplemental compensation.
- (h) \$1,000 if team's annual APR is 950 or greater.

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

and the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.3 Any incentive provided in this Section 5.0, if achieved, will only be awarded if the team is not subject to APR penalties which result in loss of scholarships at the time the incentives are reached.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to the UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by UNIVERSITY policy.

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

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the UNIVERSITY.
- (b) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the UNIVERSITY's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all UNIVERSITY personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. The COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Apparel, Equipment Endorsements

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

8.0 Outside Income-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 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.

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

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

9.3 COACH represents and warrants that COACH is not the subject of a current NCAA investigation, and/or to the best of COACH'S 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 to COACH.

10.0 Men's Golf Staff

10.1 COACH shall have the authority to select unclassified Men's Golf personnel (within the established budget) upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Termination

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

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Men's Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings Coach into substantial public disrepute , contempt, scandal, ridicule

sufficient to materially impair Coach's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract, *without cause*, the COACH shall be entitled to the remainder of the base salary (as described forth in section 3.1 of this Agreement) that he would have earned from the University in that year of the contract or the University, at its option, may reassign Coach to another suitable position at the University for the remainder of the current contract year. Such payment by the University shall be made to Coach no later than sixty (60) days from the effective date of termination, or in equal monthly installments until the liquidated damages have been paid in full at the University's sole discretion. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

11.4 COACH shall make reasonable efforts to obtain full-time, gainful employment in

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

11.5 In the event COACH terminates the Contract to become a head golf coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equal to the remainder of the base salary (as described in section 3.1 of this agreement) he would have earned in that year of the contract. The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60) days of the date of termination.

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

11.7 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive three (3) months notice of termination or three (3) months regular pay (as described in section 3.1 of this agreement) in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.8 In lieu of termination for cause, and apart from any rights it may have under

Section 11.2, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY, which shall not be exercised arbitrarily or capriciously.

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

12.0 Severability

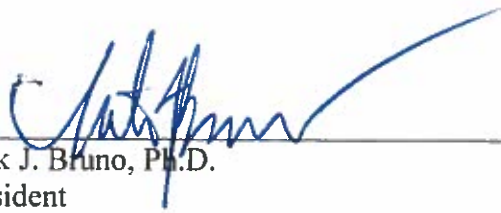
If any provision of the Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

13.0 Force Majeure

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

14.0 Entire Agreement

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



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



Ron Bush
President
ULM Athletic Foundation



Tim Baldwin
Head Men's Golf Coach

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

Dr. Jim Henderson
President
University of Louisiana System

MEMORANDUM OF UNDERSTANDING
REGARDING REIMBURSEMENT FOR COST OF UNIVERSITY PERSONNEL ENGAGED
IN FOUNDATION FUNDRAISING ACTIVITY ON BEHALF OF THE UNIVERSITY

BETWEEN

UNIVERSITY OF LOUISIANA AT MONROE

AND

UNIVERSITY OF LOUISIANA AT MONROE ATHLETIC FOUNDATION

This Memorandum of Understanding [herein referred to as “MOU” or “reimbursement agreement”] is made and entered into this 30th day of May, 2018, by and between the University of Louisiana at Monroe (herein referred to as “University” or “ULM”) and the University of Louisiana at Monroe Athletic Foundation, Inc. (herein referred to as “Foundation” or “ULMAF”), and memorializes the responsibilities of the parties related to the use of University personnel for athletic-related fundraising activities and direct reimbursement to the University for the cost of such personnel furnished to the Foundation for such activities.. The University and Foundation may collectively be referred to herein as the “parties” and each individually as a “party”.

WHEREAS, the parties are affiliated by virtue of an Affiliation Agreement under which the Foundation is responsible for, among other things, planning and executing comprehensive fund-raising and donor-acquisition programs, and soliciting private resources solely for the support of the University’s athletics program (including the University’s golf program);

WHEREAS, the Foundation desires to increase the levels of private support for the University’s athletics program; and seeks the services of University personnel with expertise in conducting fundraising for intercollegiate athletic golf programs;

WHEREAS, the University desires to work with the Foundation to identify, cultivate, and solicit prospects for private gifts in support of the University's athletic programs (including the golf program); and provide the services of University personnel, specifically the Director of Golf, to perform the fundraising services desired by the Foundation; and

WHEREAS, the parties desire to memorialize the fundraising services to be provided by the University (through its Director of Golf) and the reimbursement to the University from the Foundation for such personnel support.

NOW THEREFORE, in consideration of the promises, covenants, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following terms and conditions shall govern the Foundation's use of university personnel for athletic/golf related fundraising activities and direct reimbursement to the University for such personnel.

1. Effective July 1, 2018 through June 30, 2021, the University will provide the services of the Director of Golf to assist the Foundation in conducting fundraising activities for the Foundation in support of the University's intercollegiate programs including the golf program.
2. The Foundation shall directly reimburse the University the annual sum of \$40,600 – an amount totaling the annual salary of \$29,000 plus \$11,600 for related benefits -- representing that part of the Director of Golf's salary attributable to the fundraising activities provided pursuant to this MOU. Such reimbursement shall be paid to the University on a quarterly basis by the end of the 30th day of the last quarter month.

3. The Director of Golf will personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues. At all times, the Director of Golf shall remain a public servant for all purposes.

4. Either party may terminate this MOU by giving the other party at least 30 days prior notice in advance of the effective termination date. The Foundation shall be responsible for reimbursing the University up to the effective date of termination of this MOU for the salary-related payments made by the University to the Director of Golf for the fundraising activities performed by the Director of Golf pursuant to this MOU.

5. Whenever any notice or demand is required or permitted under this MOU, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

University: The University of Louisiana at Monroe
Attention: Director of Athletics
Department of Athletics
308 Warhawk Way
Monroe, LA 71209

CC: The University of Louisiana at Monroe
Attention: Chief Business Officer
700 University Avenue
Library 635
Monroe, LA 72109

Foundation: University of Louisiana at Monroe Athletic Foundation
Attention: President
700 University Avenue
Monroe, LA 71209

6. This MOU constitutes the entire agreement between the parties and shall be amended in writing, executed by all parties hereto; as well as acknowledged by the Director Golf.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

WITNESSES:

Sharon A. Brown
Alanna Thompson

By:

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

WITNESSES:

Nick Filbyl
Kathy Martin

By:

Ron Bush
Ron Bush
President
University of Louisiana at Monroe Athletic
Foundation

Acknowledged By:

Tim Baldwin

Date

5/22/18

Tim Baldwin
Head Men's Golf Coach / Director of Golf

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.33. University of Louisiana at Monroe's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe has submitted a revision to its current policy, last revised in April of 2017. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus. Updates are as follows:

- Each Graduate Assistant Coach for his or her respective sport – 2
- Each volunteer coach – Maximum of 2 in his or her sport pursuant to NCAA Bylaw 11.01.6(b)
- Each Athletic Academic Counselor – 2
- Each team chaplain – 2
- Football equipment truck driver – Football games only – 2
- Additional wording for high school coaches – “premium seating is not allowed with use of the coach’s card – maximum allowed by NCAA – currently 2”
- New wording for promotional tickets – “Up to 2,000 per home competition for promotions, charity, or public service activities. Admissions in excess of 2,000 must be approved by the President’s Office.”

The complimentary ticket policy generally reflects the number of tickets per person. The ultimate number of tickets issued will vary depending upon the number of person applying for complimentary tickets.

Please refer to the attached summary describing the ticket list.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

University of
LOUISIANA
Monroe

Office of the President

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

G 33

May 30, 2018

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

RECEIVED

MAY 31 2018

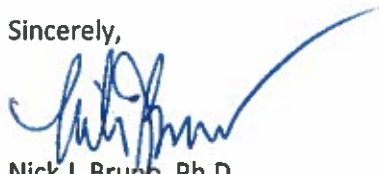
**UNIVERSITY OF
LOUISIANA SYSTEM**

Dear Dr. Henderson:

I am requesting the consideration and approval of the University of Louisiana Monroe's Athletic Home Game Complimentary Ticket Policy at the June 21, 2018, Board of Supervisors meeting.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.
President

ATTACHMENT TO ATHLETIC HOME GAME COMPLIMENTARY TICKET POLICY

University of Louisiana Monroe Athletic Home Game
Complimentary Ticket List
Effective July 1, 2018

Designated Eligible Recipient - # of tickets available, per recipient

- University President – 12
- University President – 20 Skybox Tickets
- Director of Athletics – 12
- Faculty Athletic Representative – 2
- Head Coach – 8 or per contract
- Each Full-time Assistant Coach and Athletic Department Full-time Staff Member – 4
- Each Graduate Assistant Coach for their respective sport – 2
- Each volunteer coach – Maximum of two (2) in his or her sport pursuant to NCAA Bylaw 11.01.6(b)
- University President’s Executive Council Members – 2 per member upon request
- Each Academic Dean – 2 upon request
- Each University Athletic Academic Advisory Committee Member – 2 upon request
- Each Athletic Academic Counselor - 2
- Each member of the Board of Supervisors – 2 upon request
- Each former President of the University – Up to 2 upon request
- Each Conference Commissioner involved in contest – Up to 2
- Each team physician – 4
- Each team chaplain – 2
- Football equipment truck driver – Football games only - 2
- Each visiting team – per contract or maximum allowed by conference
- Each student-athlete of the home team – maximum allowed by NCAA
- Each prospective student-athlete – maximum allowed by NCAA
- Each current high school coach (general admission entrance granted upon presentation of respective high school athletic association coach’s card – premium seating is not allowed with use of the coach’s card) – maximum allowed by NCAA – currently 2
- Each student-manager and trainer – 2
- Each working game official – 2 upon request
- Each former athletic department staff person with 20+ years of service, as confirmed by the Director of Athletics – 2 upon request
- Promotional tickets – Up to 2,000 per home competition for promotions, charity, or public service activities. Admissions in excess of 2,000 must be approved by the President’s Office.

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

ATHLETIC COMMITTEE

June 21, 2018

Item G.34. University of New Orleans' request for approval of contractual amendments with Mr. Michael Blake Dean, Head Men's Baseball Coach, effective July 1, 2018.

EXECUTIVE SUMMARY

The University and the Coach entered into the original agreement effective July 1, 2015. Both parties now agree to extend the term of the contract to June 30, 2022, and amend other sections as detailed within this summary. In the event the University terminates the contract without cause, Coach shall be entitled to 50% of the base salary (excluding supplements) which he would have earned during the remaining term of the contract and any performance incentives or bonuses earned as of the date of termination. The University would be responsible for the amounts due through the current fiscal year (June 30). The UNO Foundation would be responsible for the remaining amounts (the next July 1 through expiration).

In the event Coach terminates the Contract without cause to become another head coach at a Division I institution, Coach would be liable to the University for liquidated damages as follows:

- If Coach terminates between July 1, 2018 – June 30, 2019, Coach is liable for \$8,000;
- If Coach terminates between July 1, 2019 – June 30, 2020, Coach is liable for \$5,000;
- If Coach terminates between July 1, 2020 – June 30, 2021, Coach is liable for \$5,000.
- Thereafter, there is no liability for liquidated damages.

All other terms and conditions shall remain unchanged and in full force and effect.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of contractual amendments with Mr. Michael Blake Dean, Head Men's Baseball Coach, effective July 1, 2018.



G 3 4

THE UNIVERSITY of
NEW ORLEANS

OFFICE OF THE PRESIDENT

May 24, 2018

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Henderson,

I am requesting approval of the attached Employment Amendment for the Head Baseball Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

**EMPLOYMENT AMENDMENT
HEAD BASEBALL COACH**

**STATE OF LOUISIANA
PARISH OF ORLEANS**

The Amendment is made and entered into on this 1st day of July, 2018, between the University of New Orleans Foundation (hereinafter referred to as "Foundation"); University of New Orleans, through its President Dr. John Nicklow (hereinafter referred to as the "University" or "UNO"); and Michael Blake Dean (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contractual amendment until approval is provided by the Board.

Whereas, UNO and COACH entered into an original agreement effective July 1, 2015, and whereby UNO agreed to employ and COACH accepted employment as the Head Baseball Coach of UNO under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. **TERM:** Section 2.1 shall be amended to read:

The term of this amended agreement is for a period of seven (7) years commencing on the 1st day of July, 2015 and extending through the 30th day of June, 2022.

2. **TERMINATION:** Section 12.3 shall be amended to read:

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 liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned during the remaining term of the contract and any performance incentives or bonuses earned as of the date of termination. Amounts due for the year which comes due during the University's current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the UNO Foundation but only with funds available through Athletics restricted accounts. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause to accept a position as a Head Baseball Coach at another Division I institution, COACH would be liable to the University for liquidated damages based on the following schedule:

In the event COACH terminates the Contract without cause to accept a position as a Head Baseball Coach at another Division I institution, COACH would be liable to the University for liquidated damages based on the following schedule:


- If COACH terminates between July 1, 2018 – June 30, 2019, he is liable for liquidated damages equal to \$8,000.
- If COACH terminates between July 1, 2019 – June 30, 2020, he is liable for liquidated damages equal to \$5,000.
- If COACH terminates between July 1, 2020 – June 30, 2021, he is liable for liquidated damages equal to \$5,000.

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming employed as a baseball coach, including without limitation, retirement, health or personal reasons, disability, employment in another field, he is not responsible for liquidated damages.


This Amendment is effective July 1, 2018 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and UNO Foundation have executed this Agreement as of the date first written above.

WITNESSES:




MICHAEL BLAKE DEAN, Head Baseball Coach
University of New Orleans




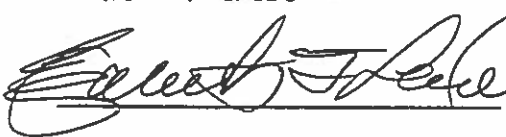
DEREK MOREL, Director of Athletics
University of New Orleans



MARINA GREGORIO



ANTHONY GREGORIO, President
UNO Foundation



DR. JOHN NICKLOW, President
University of New Orleans

DR. JAMES HENDERSON, President
University of Louisiana System