

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.1. Grambling State University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.**

**EXECUTIVE SUMMARY**

Grambling State University has submitted a revision to its current policy, last revised in August of 2018. 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. Several changes are proposed, which results in the issuance of less complimentary tickets as follows:

- Football – Total increase of 119 tickets which includes home football games and Classics.
- Basketball – Total increase of 16 tickets for home games.
- Baseball – Total increase of 16 tickets for home games.

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 persons 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 Grambling State University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.***



F 1

**RECEIVED**

AUG 01 2019

UNIVERSITY OF  
LOUISIANA SYSTEM

August 1, 2019

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE  
UNIVERSITY OF LOUISIANA SYSTEM****SUBJECT: REQUEST FOR APPROVAL OF A REVISED  
COMPLIMENTARY ATHLETIC TICKET POLICY**

Grambling State University hereby requests approval to revise its current complimentary athletic ticket policy, last revised August 2018. 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, which has been approved by the Board. Our current Complimentary Ticket Policy includes tickets for home football games and two Classics; home basketball games; and home baseball games.

Several changes are proposed, which results in the issuance of more complimentary tickets from 2018. Substantial changes are:

- Football – Total increase of 119 tickets, which includes home football games and Classics.
- Basketball – Total increase of 16 tickets for home games.
- Baseball - Total increase of 16 tickets for home games.

The complimentary ticket policy represents the number of tickets available for distribution per area of consideration; however, the ultimate number of tickets issued will vary depending upon the number of persons applying for complimentary tickets.

Your favorable consideration of this request is appreciated.

Sincerely,

Richard J. Gallot, Jr., JD  
President

RJG:jc

Attachment

Grambling State University												
Athletics Complementary Ticket Distribution												
Fiscal Year Ending June 30, 2019												
Revised Complimentary Ticket Policy July 31, 2019												
Title	Football				Basketball				Baseball			
	Number of Tickets to be issued											
	Persons	Tickets per Person	Bayou Classic	Home Games	Dallas	SWAC Away	Persons	Tickets per Person	Basketball	Persons	Tickets per Person	Baseball
ADMINISTRATOR												
President	1		25	15	30	25	1	10	10	1	5	5
Chief Operating Officer	1		8	8	10		1	2	2	1	2	2
Student Ombudsperson	1		4	4	8		1	2	2	1	2	2
Administrative Staff Officer	1		4	4	8		1	2	2	1	2	2
Executive Assistant to the President	1		4	4	8		1	2	2	1	2	2
Vice President for Finance and Administration	1		8	8	8		1	4	4	1	2	2
Vice President for Academic Affairs/Provost	1		8	8	8		1	4	4	1	2	2
Vice President for Student Affairs	1		8	8	8		1	4	4	1	2	2
Vice President for Advancement, Research & Economic Development	1		8	8	8		1	4	4	1	2	2
Assoc. Vice President/Technology	1		4	4	4		1	2	2	1	2	2
Assoc. Vice President/Human Resources	1		4	4	4		1	2	2	1	2	2
Assoc. Vice President for Student Affairs	1		4	4	4		1	2	2	1	2	2
Assoc. Vice President for Finance and Administration	1		4	4	4		1	2	2	1	2	2
Assoc. Vice President for Marketing/Dir. Of Communications	1		4	4	4		1	2	2	1	2	2
Director of Internal Audit	1		2	2	4		1	2	2	1	2	2
Director of Alumni Affairs	1		2	2	4		1	2	2	1	2	2
Director of Facilities Management	1		2	2	4		1	2	2	1	2	2
Controller	1		2	2	4		1	2	2	1	2	2
Chief of Police	1		2	2	4		1	2	2	1	2	2
Marching Band Director	1		6	6	12		1	2	2	1	2	2
Associate Band Director I	1		4	4	4		1	2	2	1	2	2
Associate Band Director II	1		4	4	4		1	2	2	1	2	2
Assistant Band Director	1		4	4	4		1	2	2	1	2	2
Assistant Band Director	1		4	4	4		1	2	2	1	2	2
Band Coordinator	1		4	4	4		1	2	2	1	2	2
Cheerleading Coach	1		2	2	4		1	2	2	1	2	2
Orchesis Director	1		2	2	4		1	2	2	1	2	2
Former Presidents	6	2	12	12	12		6	2	12	6	2	12
ATHLETICS:												
Athletics Director-Personal	1		20	12	20	15	1	6	10	1	2	2
Sr. Woman's Administrator/Assoc. Athletic Director	1		6	6	8		1	2	2	1	2	2
Deputy Athletics Director/Business Manager	1		6	6	8		1	2	2	1	2	2
Asst. AD of Sports Radio Network	1		0	0	0		1	0	0	1	0	0
Admin Asst. to the Athletic Director	1		2	2	4		1	2	2	1	2	2
Operations Director/Manager	1		2	2	4		1	2	2	1	2	2
Bayou Classic Coordinator	1	6	6	0					0			0
Bayou Classic Committee	12	2	24	0					0			0
Head Football Coach	1		30	20	24		1	2	2	1	2	2
Head Coaches of the sports involved			0				2	20	40	1	20	20
Asst. Football Coaches (***)	8	10	80	32	80		8	2	16	8	2	16
Asst. Football Coaches/Part-time	1		2	2	6				0			0
Head Strength & Conditioning Coach	1		4	4	6		1	2	2			0
Asst. Strength & Conditioning Coach	1		2	2	4		1	2	2	1	2	2
Director of Football Operations/Recruiting Coordinator	1		4	4	4		1	2	2			0
Coaches in other sports	22	2	44	44	44		22	2	44	2	22	44
Assistant Coaches of the sports involved	6	2	12	12	12		6	10	60	1	10	10
Staff members of the sports involved	1		2	2	4		1	2	2	1	2	2
Director-Television Center	1		2	2	4		1	2	2	1	2	2
Equipment Manager	1		4	4	4		1	2	2	1	2	2

Athletics Complimentary Ticket Distribution												
Fiscal Year Ending June 30, 2019												
Revised Complimentary Ticket Policy July 31, 2019												
	Football				Basketball				Baseball			
					Number of Tickets to be issued							
	Persons	Tickets per Person	Bayou Classic	Home Games	Dallas	SWAC Away	Persons	Tickets per Person	Basketball	Persons	Tickets per Person	Baseball
Title												
Asst. Equipment Manager	1		2	2	2		1	2	2	1	2	2
Equipment Truck Driver (Football only)	2	2	2	2	2				0			0
Super Professors	2	2	4	4	4		2	2	4			0
Asst. Athletic Director for Compliance	1		4	4	8		1	2	2	1	2	2
Asst. Athletics Director for Media, Marketing and Promotions	1		4	4	8		1	2	2	1	2	2
Assistant Athletics Director for Academic Enhancement	1		4	4	8		1	2	2	1	2	2
Academic Coordinator (Athletic Department)	2	2	4	4	4		1	2	2	1	2	2
Athletic Compliance Coordinator/Academic Enhancement	1		4	4	4		1	2	2	1	2	2
Sports Information Director	1		4	4	6		1	2	2	1	2	2
Sports Information Staff	2	2	4	4	4		1	2	2	1	2	2
Sports Therapist-Manager	1		4	4	4		1	2	2	1	2	2
Sports Therapist/Trainers	2		4	4	4		2	2	2	1	2	2
Manager of Ticket Operations	1		4	4	6		1	2	2	1	2	2
Ticket Sales Staff	1		2	2	4		1	2	2	1	2	2
Ticket Sales Agents	2	2	0		4		2	2	4			0
Student-Athletes of the sports involved (Home)	100	2	200	400	400		15	4	60	30	4	120
Student-Athletes of the sports involved (Away)	63	2	126	0		252	15	4	60	30	4	120
Grad. Asst./Student Mgrs. of sports involved	6	2	12	12	12		2	2	4	2	2	4
Graduate Assistant (Athletic Department)	4	2	8	8	8		4	2	8			0
Team Physicians	2	2	0	0	4		2	2	4	2	2	4
Athletic Committee Members	6	2	12	12	12		6	2	12	6	2	12
SWAC Commissioner (*)	1		5	5	10		1	2	2	1	2	2
Faculty Athletics Representative	1		4	4	4		1	2	2	1	2	2
High School Recruits (*)	80	3	0	240	0		40	3	120	40	3	120
High School Coaches Assoc.	50	2	0	100	0		40	2	80	40	2	80
Visiting teams-amount in game contracts			0						0			0
Former Athletic Directors	3	2	6	6	6		3	2	6	3	2	6
GOVERNMENT									0			0
UL System President	1		3	3	6		1	2	2	1	2	2
UL System Staff (*)	3	2	6	6	6		3	2	6	3	2	6
UL Board of Supervisors (*)	17	6	68	68	102		17	2	34	17	2	34
State Troopers	2	2	2	2	2		0	0	0	0	0	0
Board of Regents (*)	4	2	8	8	8		4	2	8	4	2	8
PROMOTIONAL			0						0			0
Promotional-Athletic Director			0	0	180		1	20	20	1	20	20
Promotional-Radio Stations			0	0	70			30	0		10	0
Promotional-Sponsorships			0		40				0			0
Promotional-KGRM-Grambling			10	10	10				0			0
Parade Participants-(Homecoming only)(#)	250	1	0		250							
TOTAL	710	66	921	1234	1376	292	266	247	734	249	220	743
CompList GSU-New Titles/Positions Updated 7/31/2019												
In cases where persons occupy more than one position, tickets will be issued at the higher limit only.												
(*) AS Requested (#) Actual numbers may vary depending on number of students who make the Honor Roll or the size of the bands in the parade.												
(**) Assistant Football Coaches receive four tickets each for Dallas (##) Actual numbers may vary depending on the size of the groups who are invited to be a part of the promotion (i.e.members of the military)												
(1) includes games played on-campus only												

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.2.      Grambling State University's request for approval of a contract with Mr. Donte Jackson, Head Men's Basketball Coach, effective July 1, 2019.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2021, Coach's annual salary is \$127,600. In addition to the annual compensation, Coach shall be entitled to the following incentive compensation (all funding of incentive compensation payments is limited to auxiliary revenues generated through athletic department activities and private fundraising):

• Twenty wins in a season	\$1,000
• Win over Power 5 Conf. School	\$1,000
• SWAC Regular Season Champion	\$2,500
• SWAC Tournament Champion or NCAA Invitation	\$2,500
• SWAC Coach of the Year	\$2,500
• Naismith Coach of the Year	\$10,000
• NCAA First Round Win	\$10,000
• NCAA Second Round Win	\$15,000
• NCAA Round of 16 Win	\$20,000
• NCAA Round of 8 Win	\$30,000
• NCAA Final Four Win	\$40,000
• NCAA Championship	\$50,000
• NIT Post Season Appearance	\$2,500
• NIT Post Season Win	\$2,500

- NIT Post Season Championship \$10,000
- NCAA APR 985 or higher (1 year) \$2,500
- NCAA APR 985 or higher for 2nd consecutive year  
and each consecutive year thereafter \$5,500

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary that he would have earned for the remainder of the current fiscal year of the contract. In the event Coach terminates the contract to become a men's basketball coach, Coach would be liable to the University for liquidated damages of 50 percent of the amount of base salary for the current fiscal year of the contract.

### RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract with Mr. Donte Jackson, Head Men's Basketball Coach, effective July 1, 2019.***



August 1, 2019

**MEMORANDUM TO THE BOARD OF SUPERVISORS  
OF THE UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF THE MEN'S & WOMEN'S  
BASKETBALL 2019 CONTRACT PROPOSAL**

Grambling State University requests the approval of The Men's & Women's Basketball Contract Proposal 2019.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. "Rick" Gallot, Jr., JD  
President

RJG:jc

Attachment



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

**STATE OF LOUISIANA  
PARISH OF LINCOLN**

This agreement is made and entered into on this 14th day of August 2019, between Grambling State University and through its President, Richard Gallot Jr., JD and Donte Jackson (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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



## 2.0 Term

- 2.1 The term of this agreement is for a fixed period of twenty four months, commencing on the 1st day of July, 2019 and terminating without further notice to COACH on the 30th day of June 2021, unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Grambling State University.

## 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary rate of \$127,600 year for the term of this agreement, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 11.
- 3.3 Incentive Compensation: In addition to the annual compensation above Coach shall be entitled to the following incentive compensation.

3.3.1 Twenty wins in a season	\$1,000.00
Asst. Coach Bonus Pool	\$250.00/coach
3.3.2 Win over Power 5 Conf. School	\$1,000.00
Asst. Coach Bonus Pool	\$250.00/coach
3.3.3 SWAC Regular Season Champion	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.4 SWAC Tournament Champion or NCAA Invitation	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.5 SWAC Coach of the Year	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach

3.3.6 Naismith Coach of the Year	\$10,000.00
Asst. Coach Bonus Pool	\$1,000.00/coach
3.3.7 NCAA First Round Win	\$10,000.00
Asst. Coach Bonus Pool	\$1,000.00/coach
3.3.8 NCAA Second Round Win	\$15,000.00
Asst. Coach Bonus Pool	\$1,500.00/coach
3.3.9 NCAA Round of 16 Win	\$20,000.00
Asst. Coach Bonus Pool	\$2,000.00/coach
3.3.10 NCAA Round of 8 Win	\$30,000.00
Asst. Coach Bonus Pool	\$3,000.00/coach
3.3.11 NCAA Final Four Win	\$40,000.00
Asst. Coach Bonus Pool	\$4,000.00/coach
3.3.12 NCAA Championship	\$50,000.00
Asst. Coach Bonus Pool	\$5,000.00/coach
3.3.13 NIT Post Season Appearance	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.14 NIT Post Season Win	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.15 NIT Post Season Championship	\$10,000.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.16 NCAA APR 985 or higher (1 year)	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
or	
2nd consecutive year and each consecutive	
year after)	\$5,500.00
Asst. Coach Bonus Pool	\$500.00/coach

- 3.4. All funding of incentive compensation payments is limited to auxiliary revenues generated through athletic department activities and private fundraising.

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

- 4.1 COACH may host a television/radio show to promote the Grambling State University Men's Basketball Team.

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

## **5.0 Camps and Clinics**

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

- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - 5.2.1 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.
  - 5.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - 5.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - 5.2.3.1 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
    - 5.2.3.2 Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - 5.2.4 The COACH's schedule to conduct such camps will be coordinated and established by COACH in consultation with the Director of Athletics.
- 5.3 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- 5.4 The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
- 5.4 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.

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

#### **6.0 Employee Benefits**

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

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

- 7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of men's basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 7.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).
- 7.3 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than the University, COACH must report all such income or benefits to the president in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

#### **8.0 Apparel, Equipment Endorsements**

- 8.1 The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel or equipment manufacturers. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Such contracts shall not conflict with any existing contractual obligations of the University.

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

- 9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).
- 9.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 9.3 COACH and the University acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

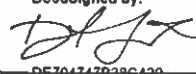
## **10.0 Basketball Staff**

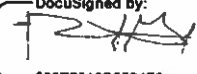
- 10.1 COACH shall have the authority to select unclassified men's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of men's basketball games and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

## **11.0 Termination**

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

- 11.2 In the event the University terminates the contract, without cause, the COACH shall be entitled to the base salary that he would have earned for the remainder of the current fiscal year of the contract.
- 11.3 In the event COACH terminates the Contract without cause to become a men's basketball coach, then, COACH would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the current fiscal year of the contract year. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a basketball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 11.4 COACH may be terminated by the Athletic Director at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days' notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

DocuSigned by:  
  
8/15/2019 | 8:45 AM CDT  
BE7047470386428  
DONTÉ JACKSON      DATE  
HEAD COACH

DocuSigned by:  
  
8/15/2019 | 8:50 AM CI  
588E2916B5524F6  
RICHARD J. GALLOT, JR. DATE  
PRESIDENT

MARK ROMERO      DATE  
CHAIRMAN BOARD OF SUPERVISORS  
UNIVERSITY OF LOUISIANA SYSTEM

DR. JAMES HENDERSON DATE  
PRESIDENT, UNIVERSITY OF  
LOUISIANA SYSTEM



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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.3.      Grambling State University's request for approval of a contract with Mr. Fred Murray, Head Women's Basketball Coach, effective July 1, 2019.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2021, Coach's annual salary is \$127,600. In addition to the annual compensation, Coach shall be entitled to the following incentive compensation (all funding of incentive compensation payments is limited to auxiliary revenues generated through athletic department activities and private fundraising):

• Twenty wins in a season	\$1,000
• Win over Power 5 Conf. School	\$1,000
• SWAC Regular Season Champion	\$2,500
• SWAC Tournament Champion or NCAA Invitation	\$2,500
• SWAC Coach of the Year	\$2,500
• Naismith Coach of the Year	\$10,000
• NCAA First Round Win	\$10,000
• NCAA Second Round Win	\$15,000
• NCAA Round of 16 Win	\$20,000
• NCAA Round of 8 Win	\$30,000
• NCAA Final Four Win	\$40,000
• NCAA Championship	\$50,000
• NIT Post Season Appearance	\$2,500
• NIT Post Season Win	\$2,500
• NIT Post Season Championship	\$10,000

- NCAA APR 985 or higher (1 year) \$2,500
- NCAA APR 985 or higher for 2nd consecutive year  
and each consecutive year thereafter \$5,500

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary that he would have earned for the remainder of the current fiscal year of the contract. In the event Coach terminates the contract to become a women's basketball coach, Coach would be liable to the University for liquidated damages of 50 percent of the amount of base salary for the contract year.

### RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract with Mr. Fred Murray, Head Women's Basketball Coach, effective July 1, 2019.***



August 1, 2019

**MEMORANDUM TO THE BOARD OF SUPERVISORS  
OF THE UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF THE MEN'S & WOMEN'S  
BASKETBALL 2019 CONTRACT PROPOSAL**

Grambling State University requests the approval of The Men's & Women's Basketball Contract Proposal 2019. <sup>A</sup>

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. "Rick" Gallot, Jr., JD  
President

RJG:jc

Attachment



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

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 14<sup>th</sup> day of August 2019, between Grambling State University and through its President, Richard Gallot Jr., JD and Fred Murray (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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

## 2.0 Term

- 2.1 The term of this agreement is for a fixed period of twenty four months, commencing on the 1st day of July, 2019 and terminating without further notice to COACH on the 30th day of June 2021, unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Grambling State University.

## 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary rate of \$127,600 year for the term of this agreement, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 11.
- 3.3 Incentive Compensation: In addition to the annual compensation above Coach shall be entitled to the following incentive compensation.

3.3.1 Twenty wins in a season	\$1,000.00
Asst. Coach Bonus Pool	\$250.00/coach
3.3.2 Win over Power 5 Conf. School	\$1,000.00
Asst. Coach Bonus Pool	\$250.00/coach
3.3.3 SWAC Regular Season Champion	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.4 SWAC Tournament Champion or NCAA Invitation	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.5 SWAC Coach of the Year	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.6 Naismith Coach of the Year	\$10,000.00
Asst. Coach Bonus Pool	\$1000.00/coach

3.3.7 NCAA First Round Win	\$10,000.00
Asst. Coach Bonus Pool	\$1000.00/coach
3.3.8 NCAA Second Round Win	\$15,000.00
Asst. Coach Bonus Pool	\$1,500.00/coach
3.3.9 NCAA Round of 16 Win	\$20,000.00
Asst. Coach Bonus Pool	\$2,000.00/coach
3.3.10 NCAA Round of 8 Win	\$30,000.00
Asst. Coach Bonus Pool	\$3,000.00/coach
3.3.11 NCAA Final Four Win	\$40,000.00
Asst. Coach Bonus Pool	\$4,000.00/coach
3.3.12 NCAA Championship	\$50,000.00
Asst. Coach Bonus Pool	\$5,000.00/coach
3.3.13 NIT Post Season Appearance	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.14 NIT Post Season Win	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.15 NIT Post Season Championship	\$10,000.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.16 NCAA APR 985 or higher (1 year)	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
or	
2nd consecutive year and each consecutive	
year after)	\$5,500.00
Asst. Coach Bonus Pool	\$500.00/coach

- 3.4. All funding of incentive compensation payments is limited to auxiliary revenues generated through athletic department activities and private fundraising.

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

- 4.1 COACH may host a television/radio show to promote the Grambling State University Women's Basketball Team.
- 4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself in his private capacity and not as an agent or employee

of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated

- 4.2.1 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/radio show.
- 4.2.2 Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- 4.2.3 Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by University auditors.
- 4.2.4 The COACH agrees to protect, indemnify and save harmless the University from and against any all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.
- 4.2.5 The COACH is an independent contractor during said television activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- 4.2.6 The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television/radio show.

## **5.0 Camps and Clinics**

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with Suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University

and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- 5.2.1 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.
- 5.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- 5.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
  - 5.2.3.1 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
  - 5.2.3.2 Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 5.2.4 The COACH's schedule to conduct such camps will be coordinated and established by COACH in consultation with the Director of Athletics.
- 5.3 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- 5.4 The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
- 5.4 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.



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

**6.0 Employee Benefits**

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

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

- 7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of women's basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 7.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).
- 7.3 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than the University, COACH must report all such income or benefits to the president in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

**8.0 Apparel, Equipment Endorsements**

- 8.1 The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel or equipment manufacturers. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Such contracts shall not conflict with any existing contractual obligations of the University.

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

- 9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).
- 9.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 9.3 COACH and the University acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

#### **10.0 Basketball Staff**

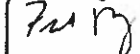
- 10.1 COACH shall have the authority to select unclassified women's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of women's basketball games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

#### **11.0 Termination**

- 11.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.
- 11.2 In the event the University terminates the contract, without cause, the COACH shall be entitled to the base salary that he would have earned for the remainder of the current fiscal year of the contract year.

- 11.3 In the event COACH terminates the Contract without cause to become a women's basketball coach, then, COACH would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the current fiscal year of the contract year. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a basketball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 11.4 COACH may be terminated by the Athletic Director at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days' notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

DocuSigned by:

FRED MURRAY  
HEAD COACH

8/14/2019 | 6:18 PM CDT

DATE

DocuSigned by:

RICHARD J. GALLOT, JR.  
PRESIDENT

8/14/2019 | 9:13 PM C

\_\_\_\_\_  
MARK ROMERO                      DATE  
CHAIRMAN BOARD OF SUPERVISORS  
UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
DR. JAMES HENDERSON      DATE  
PRESIDENT, UNIVERSITY OF  
LOUISIANA SYSTEM

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.4.**      **McNeese State University's** request for approval of a contract with Mr. James E. Landreneau, Head Women's Softball Coach, effective July 1, 2019.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2022, Coach will earn \$75,000 annually. The base salary from the University is \$58,254, and the McNeese State University Foundation will pay an annual premium benefit of \$16,646. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

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

- If Coach terminates the contract between July 1, 2019 and June 30, 2020, Coach shall pay University 50% of the sum total of the base salary and other increases described in the contract.
- If Coach terminates the contract between July 1, 2020 and June 30, 2021, Coach shall pay University 35% of the sum total of the base salary and other increases described in the contract.
- If Coach terminates the contract between July 1, 2021 and the official end of the McNeese Softball season, including post-season play, Coach shall pay University 25% of the sum total of the base salary and other increases described in the contract.

## RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. James E. Landreneau, Head Women's Softball Coach, effective July 1, 2019.



F 4

August 1, 2019

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

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval of the contractual agreement with James Landreneau, Head Women's Softball Coach effective July 1, 2019.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 22, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

# **McNEESE STATE UNIVERSITY**

## **HEAD WOMEN'S SOFTBALL COACH CONTRACT OF EMPLOYMENT**

### **STATE OF LOUISIANA**

### **PARISH OF CALCASIEU**

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, McNeese State University Foundation represented by Richard Reid, and **JAMES LANDRENEAU** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

#### **1.0 Employment**

- 1.1 McNeese State University (the "University") does hereby employ COACH as **Head Women's Softball Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Women's Softball** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

#### **2.0 Term**

- 2.1 The term of this contract is for a fixed period of THIRTY-SIX (36) months, commencing on the **1<sup>st</sup> day of July 2019**, and terminating without further notice to COACH on the **30th day of June 2022** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

#### **3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$75,000**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.6 The above annual salary in 3.1 shall be comprised of a McNeese State University base salary amount of **\$58,254** and a McNeese State University Foundation annual premium benefit of **\$16,746**. The Foundation shall pay the annual



- 3.6 The above annual salary in 3.1 shall be comprised of a McNeese State University base salary amount of \$58,254 and a McNeese State University Foundation annual premium benefit of \$16,746. The Foundation shall pay the annual premium benefit in monthly installments of \$1395.50. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

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

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

#### **5.0 Camps and Clinics**

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
  - (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
    - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
    - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
  - (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an

- educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

#### **6.0 Courtesy / Leased Vehicle Benefit**

- 6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
- (a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this contract. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- 6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V.(2a).

#### **7.0 Employee Benefits**

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

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

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

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

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

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

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all

times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

#### **11.0 Compliance with Local, State and Federal Laws**

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

#### **12.0 Financial Incentive for Academic Success**

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

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

#### **13.0 Softball Staff**

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

#### **14.0 Termination**

- 14.1 Either party may terminate this contract without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 14.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.
- 14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

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

- If COACH terminates the contract between July 1, 2019 and June 30, 2020, COACH shall pay University 50% of the sum total of the base salary described in Section 3.1 and any increases described in Section 3.5.
- If COACH terminates the contract between July 1, 2020 and June 30, 2021, COACH shall pay University 35% of the sum total of the base salary described in Section 3.1 and any increases described in Section 3.5.
- If COACH terminates the contract between July 1, 2021 and the official end of the McNeese Softball season, including post season play, COACH shall pay University 25% of the sum total of the base salary described in Section 3.1 and any increases described in Section 3.5.
- If Coach terminates this contract for any other reason than becoming employed as a **head or assistant softball coach** at a different Division I University, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation or liability to the University.

14.6 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Women's Softball Coach** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

#### **15.0 Fundraising**

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

#### **16.0 Severability**

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

#### **17.0 Force Majeure**

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

#### **18.0 Previous Contracts**

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

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

WITNESSES:

Cathy Deville

Cathy Deville

Jessica Pearson

Deb Kingrey

[Signature] Date 6-14-19  
James Landreneau, Head Women's Softball Coach  
McNeese State University

[Signature] Date 6/14/19  
Fred Bruce Hemphill, Director of Athletics  
McNeese State University

[Signature] Date 6/18/19  
Richard Reid, Vice President  
McNeese Foundation

[Signature] Date 6-17-19  
Dr. Daryl V. Burckel, President  
McNeese State University

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

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SECRETARY – Board of Supervisors

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.5.**      **Southeastern Louisiana University's request for approval of a contract with Mr. David Kiefer, Head Men's Basketball Coach, effective July 1, 2019.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2022, Coach's annual salary is \$103,592. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The Lion Athletics Association (LAA) will pay Coach \$6,000 for fund raising and speaking engagements and \$5,408 for Radio and/or Television appearances. Finally, the LAA will pay Coach salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250--Conference Coach of the Year
- \$150--Conference Co-Coach of the Year
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--for winning NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA over 2.0-2.9
- \$250--Team average APR above 985
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. Coach may be terminated for cause if the team's multiyear APR falls below the NCAA minimum at any time during contract period.

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

In the event Coach terminates the Contract without cause to take another head coach position, Coach would be liable to the University for liquidated damages in the amount of \$100,000 if during first contract year; \$80,000 if during second contract year; and \$60,000 if during third contract year.

## RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. David Kiefer, Head Men's Basketball Coach, effective July 1, 2019.

August 1, 2019

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

Re: Athletics Coach Contracts

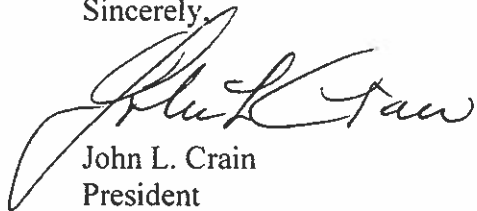
Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the August 2019 meeting of the Board of Supervisors.

- Head Men's Basketball Coach – David Kiefer ✱
- Associate Women's Basketball Coach – Kenneth Lee, Jr.
- Associate Baseball Coach – Tim Donnelly
- Assistant Baseball Coach – Kaleb Manuel

Thank you for your consideration.

Sincerely,



John L. Crain  
President

Attachments



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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2019 between Southeastern Louisiana University through its President, Dr. John Crain and David Kiefer (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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

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

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

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

1.5 COACH shall schedule an appropriate number of guarantee MEN'S BASKETBALL

Choose an item. on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual MEN'S BASKETBALL schedule.

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

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

## **2.0 Term**

2.1 The term of this agreement is, commencing on the 1st day of July, 2019 and terminating without further notice to COACH on the 30th day of June, 2022 unless extended under the terms of this agreement.

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

## **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$ 103,592 for the term of this agreement on a bi-weekly basis.

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

3.3 The COACH will be paid an additional annual amount of \$ 6,000 from the General Fund within the Lion Athletics Association ("LAA") for the COACH's LAA fund raising and speaking engagements as assigned by the Athletic Director.

3.4 The COACH will also be paid an additional \$ 5,408 from the Lion Athletics Association, as outlined in section 5.0, for Radio and/or Television Show.

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

#### **4.0 Incentive Compensation**

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

The potential earned salary supplements are:

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

- H. \$250.00 Team average APR above 985
- I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

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

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

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

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

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

way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.

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

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

## **6.0 Camps and Clinics**

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

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

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

as the insured (or as an additional insured) which provides:

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

## **7.0 Employee Benefits**

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

### **7.2 Courtesy/Leased Vehicle Benefit**

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

- (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

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

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

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

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation,

organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

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

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

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

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

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

10.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary



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

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

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

#### **11.0 Coaching Staff**

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

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

#### **12.0 Termination**

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

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

(b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2

for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).

(c) The Lion Athletics Association shall also pay the amount as outlined in 3.3 and 3.4 from the date of termination for the remainder of the term specified in section 2.1.

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

- Termination during first contract year: \$100,000.
- Termination during second contract year: \$80,000.
- Termination after the conclusion of the second contract year: \$60,000.

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

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

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

regulations, policies or procedures.

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

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

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

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

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

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

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

### **13.0 Fundraising**

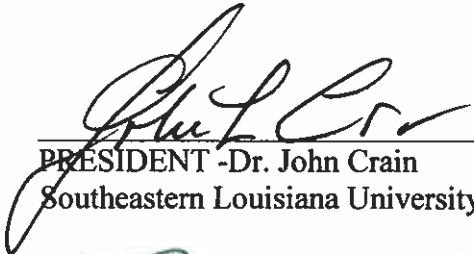
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible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


### **14.0 Force Majeure**

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

### **15.0 Severability**

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

 8/1/19  
PRESIDENT -Dr. John Crain  
Southeastern Louisiana University Date

 7/29/19  
Jay Artigues  
DIRECTOR OF ATHLETICS Date

 7/11/19  
David Kiefer  
HEAD MEN'S BASKETBALL COACH Date

 7/31/19  
PRESIDENT  
LION ATHLETICS ASSOCIATION Date

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD MEN'S BASKETBALL COACH

AGREEMENT  
HEAD MEN'S BASKETBALL COACH

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

1.

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

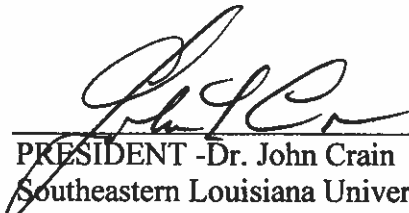
2.

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

3.

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

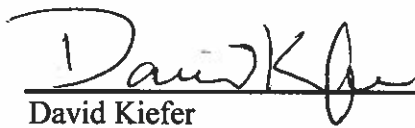
Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
PRESIDENT - Dr. John Crain  
Southeastern Louisiana University


8/1/19  
Date

  
Jay Artigues  
ATHLETICS DIRECTOR

7/29/15  
Date

  
David Kiefer  
HEAD MEN'S BASKETBALL COACH

7/1/19  
Date

  
PRESIDENT  
LION ATHLETICS ASSOCIATION

7/31/19  
Date

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

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

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.6.**      **Southeastern Louisiana University's request for approval of a contract with Mr. Kenneth Lee, Associate Women's Basketball Coach, effective July 1, 2019.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective July 1, 2019 through June 30, 2020, Coach's base annual salary is \$48,823. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$11,177 from the Lion Athletics Association for fund raising efforts.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period.

The University and the Lion Athletics Association each has an agreement with the Coach.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Kenneth Lee, Associate Women's Basketball Coach, effective July 1, 2019.***



August 1, 2019

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

Re: Athletics Coach Contracts

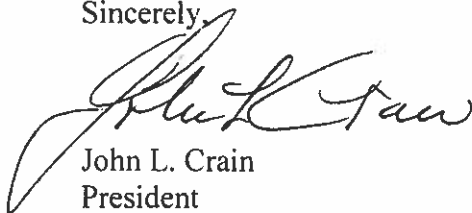
Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the August 2019 meeting of the Board of Supervisors.

- Head Men's Basketball Coach – David Kiefer
- Associate Women's Basketball Coach – Kenneth Lee, Jr. ✖
- Associate Baseball Coach – Tim Donnelly
- Assistant Baseball Coach – Kaleb Manuel

Thank you for your consideration.

Sincerely,



John L. Crain  
President

Attachments

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2019 between Southeastern Louisiana University through its President, Dr. John Crain and Kenneth Lee, Jr. (hereinafter referred to as "ASSOCIATE COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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

1.2 ASSOCIATE COACH shall be responsible, and shall report, directly to the HEAD WOMEN'S BASKETBALL COACH or the HEAD WOMEN'S BASKETBALL COACH's designee on all administrative and technical matters. ASSOCIATE COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

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

1.4 ASSOCIATE COACH shall inform the HEAD WOMEN'S BASKETBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

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

## **2.0 Term**

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2019 and terminating without further notice to ASSOCIATE COACH on the 30th day of June, 2020 unless extended under the terms of this agreement.

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

## **3.0 Compensation**

3.1 In consideration of ASSOCIATE COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of \$48,823 for the term of this agreement on a bi-weekly basis.

3.2 The ASSOCIATE COACH will be paid an additional annual amount of \$11,177

on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.

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

3.4 The ASSOCIATE COACH may also be eligible for additional supplemental pay as recommended by the HEAD WOMEN'S BASKETBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 7.

#### **4.0 Employee Benefits**

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

##### **4.2 Courtesy/Leased Vehicle Benefit**

- (a) ASSOCIATE 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 ASSOCIATE COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSOCIATE COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSOCIATE COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSOCIATE COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSOCIATE COACH further agrees to abide

by all rules and regulations as outlined in PPM 49.

4.3 For each WOMEN'S BASKETBALL season, ASSOCIATE COACH shall be entitled to a total of four (4) tickets per home WOMEN'S BASKETBALL game and two (2) tickets to all other regular season home athletics competitions.

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

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

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSOCIATE COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSOCIATE COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

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

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

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSOCIATE COACH acknowledge and agree that (1) ASSOCIATE COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

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

## 7.0 Termination

7.1 The HEAD WOMEN'S BASKETBALL COACH may recommend termination of ASSOCIATE COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSOCIATE COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSOCIATE COACH at any time during this contract, payments to the coach will be made as follows:

(a) The University shall pay the amount of base salary owed to ASSOCIATE COACH as outlined in Section 3.1 and 3.3 from the date of termination to the end of the fiscal year in which the ASSOCIATE COACH is terminated.

(b) The Lions Athletic Association (LAA) shall pay the amount owed to ASSOCIATE COACH as outlined in Section 3.2 from the date of termination to the end of the fiscal year in which the ASSOCIATE COACH is terminated.

7.2 ASSOCIATE COACH may be terminated by the HEAD WOMEN'S BASKETBALL COACH for cause at any time for:

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

(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

7.4 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

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



upon termination.

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

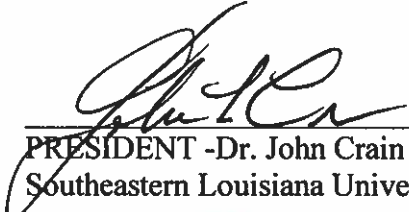
7.7 Any violation of this contract is grounds for dismissal with cause.

#### **8.0 Force Majeure**

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

#### **9.0 Severability**

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

 8/1/19  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 7/29/19  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

 6/26/2019  
Kenneth Lee, Jr. Date  
ASSOCIATE COACH- WOMEN'S BASKETBALL

 7/31/19  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

**BETWEEN:**

**STATE OF LOUISIANA**

**Southeastern Louisiana University AND**

**PARISH OF TANGIPAHOA**

**Lion Athletics Association AND**

**ASSOCIATE WOMEN'S BASKETBALL COACH**

**AGREEMENT  
ASSOCIATE WOMEN'S BASKETBALL COACH**

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Kenneth Lee, Jr., the University ASSOCIATE WOMEN'S BASKETBALL COACH.

**1.0**

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSOCIATE WOMEN'S BASKETBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSOCIATE COACH as per the Termination Section 7.0. This does not include any sums which may be due to ASSOCIATE COACH by the University for the current contract year.

**2.0**

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSOCIATE WOMEN'S BASKETBALL Coach in the amount as per the Compensation Section 3.0 of the ASSOCIATE COACH's Contract of Employment with Southeastern Louisiana University.


**3.0**

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

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

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain Date 8/1/19  
Southeastern Louisiana University

  
\_\_\_\_\_  
Jay Artigues Date 7/27/19  
ATHLETICS DIRECTOR

  
\_\_\_\_\_  
Kenneth Lee, Jr. Date 6/26/2019  
ASSOCIATE COACH- WOMEN'S BASKETBALL

  
\_\_\_\_\_  
PRESIDENT Date 7/31/19  
LION ATHLETICS ASSOCIATION

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

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

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.7.**      **Southeastern Louisiana University's** request for approval of a contract with Mr. Timothy Donnelly, Associate Men's Baseball Coach, effective July 15, 2019.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective July 15, 2019 through June 30, 2020, Coach's base annual salary is \$42,336. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$8,000 from the Lion Athletics Association for fund raising efforts.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period.

The University and the Lion Athletics Association each has an agreement with the Coach.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Timothy Donnelly, Associate Men's Baseball Coach, effective July 15, 2019.***


August 1, 2019

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

Re: Athletics Coach Contracts

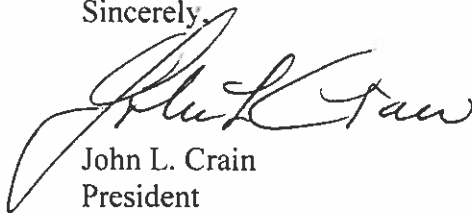
Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the August 2019 meeting of the Board of Supervisors.

- Head Men's Basketball Coach – David Kiefer
- Associate Women's Basketball Coach – Kenneth Lee, Jr.
- Associate Baseball Coach – Tim Donnelly 
- Assistant Baseball Coach – Kaleb Manuel

Thank you for your consideration.

Sincerely,



John L. Crain  
President

Attachments

**CONTRACT OF EMPLOYMENT  
ASSOCIATE BASEBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 15th day of July, 2019 between Southeastern Louisiana University through its President, Dr. John Crain and TIMOTHY DONNELLY (hereinafter referred to as "ASSOCIATE COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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

1.2 ASSOCIATE COACH shall be responsible, and shall report, directly to the HEAD BASEBALL COACH or the HEAD BASEBALL COACH's designee on all administrative and technical matters. ASSOCIATE COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

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

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

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

## **2.0 Term**

2.1 The term of this agreement is for a fixed period, commencing on the 15th day of July, 2019 and terminating without further notice to ASSOCIATE COACH on the 30th day of June, 2020 unless extended under the terms of this agreement.

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

## **3.0 Compensation**

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of \$42,336 for the term of this agreement on a bi-weekly basis.

3.2 The ASSOCIATE COACH will be paid an additional annual amount of \$8,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.



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

3.4 The ASSOCIATE COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 7.

#### **4.0 Employee Benefits**

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

##### **4.2 Courtesy/Leased Vehicle Benefit**

- (a) ASSOCIATE 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 ASSOCIATE COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSOCIATE COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSOCIATE COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSOCIATE COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSOCIATE COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSOCIATE COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

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

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

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSOCIATE COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSOCIATE COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

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

6.1 ASSOCIATE COACH shall abide by the rules and regulations of the NCAA,

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

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSOCIATE COACH acknowledge and agree that (1) ASSOCIATE COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

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

## **7.0 Termination**

7.1 The HEAD BASEBALL COACH may recommend termination of ASSOCIATE COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSOCIATE COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSOCIATE COACH at any time during this contract, payments to the coach will be made as follows:

(a) The University shall pay the amount of base salary owed to ASSOCIATE COACH as outlined in Section 3.1 and 3.3 from the date of termination to the end of the fiscal year in which the ASSOCIATE COACH is terminated.

(b) The Lions Athletic Association (LAA) shall pay the amount owed to ASSOCIATE COACH as outlined in Section 3.2 from the date of termination to the end of the fiscal year.

7.2 ASSOCIATE COACH may be terminated by the HEAD BASEBALL COACH for cause at any time for:

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

(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

(c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public

disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.

- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

7.4 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

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

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

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

#### **8.0 Force Majeure**

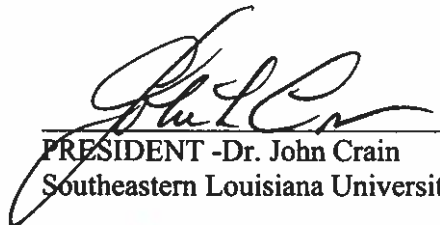
Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

#### **9.0 Severability**

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

TS

[Signature]

 8/1/19  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 7/29/19  
Jay Arriagues Date  
DIRECTOR OF ATHLETICS

 7/30/19  
Timothy Donnelly Date  
ASSOCIATE COACH- MEN'S BASEBALL

 7/31/19  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSOCIATE BASEBALL COACH

AGREEMENT  
ASSOCIATE BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and TIMOTHY DONNELLY the University ASSOCIATE BASEBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSOCIATE BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSOCIATE COACH as per the Termination Section 7.0. This does not include any sums which may be due to ASSOCIATE COACH by the University for the current contract year.

2.0

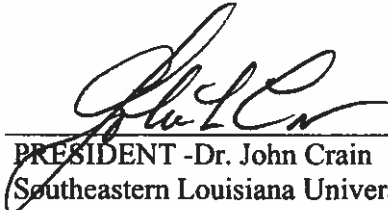
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSOCIATE BASEBALL Coach in the amount as per the Compensation Section 3.0 of the ASSOCIATE COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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



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

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain Date 8/1/19  
Southeastern Louisiana University

  
\_\_\_\_\_  
Jay Artigues Date 7/29/19  
ATHLETICS DIRECTOR

  
\_\_\_\_\_  
Timothy Donnelly Date 7/30/19  
ASSOCIATE COACH- MEN'S BASEBALL

  
\_\_\_\_\_  
Kelly S. Wells Date 7/31/19  
PRESIDENT  
LION ATHLETICS ASSOCIATION

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

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

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.8.**      **Southeastern Louisiana University's request for approval of a contract with Mr. Kaleb Manuel, Assistant Men's Baseball Coach, effective July 15, 2019.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective July 15, 2019 through June 30, 2020, Coach's base annual salary is \$30,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$10,000 from the Lion Athletics Association for fund raising efforts.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period.

The University and the Lion Athletics Association each has an agreement with the Coach.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Kaleb Manuel, Assistant Men's Baseball Coach, effective July 15, 2019.***


August 1, 2019

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

Re: Athletics Coach Contracts

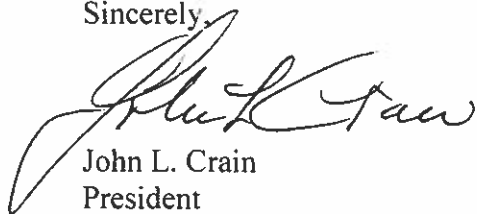
Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the August 2019 meeting of the Board of Supervisors.

- Head Men's Basketball Coach – David Kiefer
- Associate Women's Basketball Coach – Kenneth Lee, Jr.
- Associate Baseball Coach – Tim Donnelly
- Assistant Baseball Coach – Kaleb Manuel 

Thank you for your consideration.

Sincerely,



John L. Crain  
President

Attachments

**CONTRACT OF EMPLOYMENT  
ASSISTANT BASEBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 15th day of July, 2019 between Southeastern Louisiana University through its President, Dr. John Crain and KALEB MANUEL (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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

1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD BASEBALL COACH or the HEAD BASEBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

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

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

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

## **2.0 Term**

2.1 The term of this agreement is for a fixed period, commencing on the 15th day of July, 2019 and terminating without further notice to ASSOCIATE COACH on the 30th day of June, 2020 unless extended under the terms of this agreement.

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

## **3.0 Compensation**

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3.2 The ASSISTANT COACH will be paid an additional annual amount of \$10,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.

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

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 7.

#### **4.0 Employee Benefits**

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

##### **4.2 Courtesy/Leased Vehicle Benefit**

- (a) ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
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- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

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5.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

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

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA,

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

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

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



## **7.0 Termination**

7.1 The HEAD BASEBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

(a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.3 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.

(b) The Lions Athletic Association (LAA) shall pay the amount owed to ASSISTANT COACH as outlined in Section 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.

7.2 ASSISTANT COACH may be terminated by the HEAD BASEBALL COACH for cause at any time for:

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

(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

(c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public

disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.

- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

7.4 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

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

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


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

#### **8.0 Force Majeure**

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

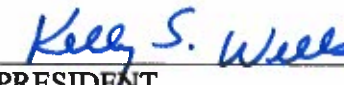
#### **9.0 Severability**

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

 7/1/19  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 7/29/19  
\_\_\_\_\_  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

 7/22/19  
\_\_\_\_\_  
Kaleb Manuel Date  
ASSISTANT COACH- MEN'S BASEBALL

 7/31/19  
\_\_\_\_\_  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT BASEBALL COACH

**AGREEMENT  
ASSISTANT BASEBALL COACH**

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and KALEB MANUEL the University ASSISTANT BASEBALL COACH.

**1.0**

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 7.0. This does not include any sums which may be due to ASSOCIATE COACH by the University for the current contract year.

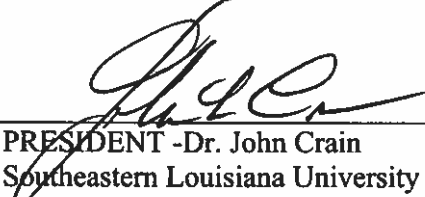
**2.0**

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT BASEBALL Coach in the amount as per the Compensation Section 3.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

**3.0**

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

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

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain Date 8/1/19  
Southeastern Louisiana University

  
\_\_\_\_\_  
Jay Artigues Date 7/29/19  
ATHLETICS DIRECTOR

  
\_\_\_\_\_  
Kaleb Manuel Date 7/29/19  
ASSISTANT COACH- MEN'S BASEBALL

  
\_\_\_\_\_  
PRESIDENT Date 7/31/19  
LION ATHLETICS ASSOCIATION

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

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

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.9.      University of Louisiana at Lafayette's** request for approval of an amended and restated contract with Mr. William Napier, Head Football Coach, effective January 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through December 31, 2023, Coach's salary for each year is \$250,000, and increasing each year by a specified amount in the contract. The contract also provides that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay Coach a premium benefit of \$500,000 for each of the contract years for his role in the promotion and production of the University's football program through radio and television programs. In addition, the Foundation may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

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

- \$50,000 if Coach is named the recipient of Coach of the Year Award by certain organizations on a national level.
- \$25,000 if Coach wins a regular season game against a non-conference Power 5 opponent.
- University shall deposit \$100,000 to an interest bearing annuity on Coach's behalf at the end of each year of the contract term.

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

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

- \$2,000,000 if such termination occurs on or before December 31, 2019;
- \$1,250,000 if such termination occurs after December 31, 2019, but on or before December 31, 2020;
- \$750,000 if such termination occurs after December 31, 2020, but on or before December 31, 2021;
- \$500,000 if such termination occurs after December 31, 2021, but on or before December 31, 2022;
- \$250,000 if such termination occurs after December 31, 2022, but on or before December 31, 2023.

The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. William Napier, Head Football Coach, effective January 1, 2018.





*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

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

*Université des Acadiens*

August 1, 2019

F 9

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

Dear Dr. Henderson:

I request approval of Head Football Coach William H. Napier's amended contract agreement. Additionally, the UL Lafayette Foundation document which accompanies the amended agreement is being submitted for approval.

Please place this item on the agenda for the August 2019 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Joseph Savoie", with a large loop and a horizontal line extending to the right.

E. Joseph Savoie  
President

svc

Attachments

**FIRST AMENDMENT AND RESTATED CONTRACT FOR EMPLOYMENT  
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST AMENDMENT AND RESTATED CONTRACT FOR EMPLOYMENT** ("Contract") is made and effective the 22nd day of August, 2019 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and WILLIAM H. NAPIER ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract for Employment effective January 1, 2018 for Coach to be employed as University's Head Football Coach under the terms and conditions set forth therein (the "Contract");

**WHEREAS**, Section 2(b) of the Contract provides that the parties may mutually agree in writing, subject to approval by Board, to extend the Contract's Initial Term for one (1) additional year, expiring on December 31, 2023, if, during the first year of the Contract, Coach met certain performance targets as more fully set forth in Sections 2(b) and 17 of the Contract;

**WHEREAS**, Coach has successfully met the performance targets referenced in Sections 2(b) and 17 of the Contract, and the parties to the Contract mutually desire to exercise the one (1) year extension provision of Section 2(b) of the Contract; and

**WHEREAS**, the parties have agreed to amend, supplement and restate the Contract;

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

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

**2. Term.**

- a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect for an initial term of six (6) years, terminating on December 31, 2023 ("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 as Head Football Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Football Coach shall be on a month-to-month employment-at-will basis.

**3. Duties and Responsibilities.** Coach shall manage and supervise the Football Program and shall perform such other duties in the University athletic program as Director may reasonably assign. Specifically, Coach shall:

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

- f. 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.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- h. Lead public relations programs for the Football Program and develop campus and community support for the Football Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), as now constituted or as may be amended during the Term hereof, including:
  - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
  - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Football coaches, student-athlete members of the Football team, graduate assistants, and Football operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
  - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Football Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
- o. Adhere to and carry out other directives and responsibilities as may be given by Director and/or President from time to time.

**4. Base Salary.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00), payable in equal monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$20,833.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In addition to any increases applicable pursuant to Section 4(a), Coach's then-current Base Salary shall be increased as follows:
  - i. By Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) on January 1, 2019;
  - ii. By Fifty Thousand Dollars and NO/100 (\$50,000.00) on January 1, 2020;
  - iii. By Seventy-Five Thousand Dollars and NO/100 (\$75,000.00) on January 1, 2021;
  - iv. By One Hundred Thousand Dollars and NO/100 (\$100,000.00) on January 1, 2022; and
  - v. By One Hundred Thousand Dollars and NO/100 (\$100,000.00) on January 1, 2023.

**5. General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.

**6. Football Tickets.** University shall provide Coach up to twelve (12) tickets per home Football game for personal use.

**7. Additional Benefits.** University shall also pay to Coach the following additional benefits:

- a. **Automobile Allowance.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and

NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);

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

**8. Contingent Premium Benefit.**

- a. In addition to the above salary, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, supplemental compensation in the amount of Five Hundred Thousand Dollars and NO/100 (\$500,000.00) annually, to be paid in equal monthly installments of Forty-One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$41,666.66). Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the football season including game broadcasts or telecasts, pre-game and post-game shows, and coach's shows (collectively, "Broadcasts"). However, these payments are not precluded if the University elects to discontinue or terminate any Broadcast(s) during the football season.
- b. The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head football coaches in the promotion and production of similar programs at other NCAA Division I FBS institutions. Any efforts requested of Coach by University with respect to promotion and production of Broadcasts shall not unreasonably interfere with his primary duties as Head Football Coach.
- c. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with other parties to produce and market the Broadcasts. Contracts for all Broadcasts shall be between University and the entity producing such Broadcasts ("Producer"). Rights in and to these Broadcasts shall not be considered the property of Coach.
- d. University shall have the exclusive right to contract with Broadcast sponsors for commercial endorsements by Coach both during any Broadcast and at all other times. Coach shall not unreasonably refuse any requests by University or Producer to

personally contact existing or potential sponsors to generate or increase advertising revenues, or to participate in any commercial endorsements to promote Broadcasts, provided that any such requests shall not unreasonably interfere with Coach's primary duties as Head Football Coach.

- e. Except routine news media interviews for which no compensation is received, Coach shall not appear on any television, radio, or other media broadcast or advertisement without the prior written approval of Director, which shall not be unreasonably withheld.

## **9. Achievement Compensation.**

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Football Coach, the Foundation shall pay to Coach from the Foundation's Unrestricted Athletic Funds the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:

- i. **Academic Achievement Compensation.** A payment of Twenty-Five Thousand Dollars (\$25,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Football Team's cumulative Academic Performance Report (APR) average is above 930:

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

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

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

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

- 1. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football team appears in a Bowl game affiliated with the Conference;

2. The greater of One Hundred Thousand Dollars and NO/100 (\$100,000.00) if the Football team appears in a New Year's Six Bowl game which is not a College Football Playoff semifinal game, or One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00) if the Football team wins a New Year's Six Bowl game which is not a College Football Playoff semifinal game; or
  3. The greater of Two Hundred Thousand Dollars and NO/100 (\$200,000.00) if the Football team appears in a College Football Playoff game, or Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if the Football team wins the College Football Playoff National Championship.
- iv. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i-iii), Coach shall receive:
1. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
  2. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if Coach is named Coach of the Year by the Conference; and
  3. Fifty Thousand Dollars and NO/100 (\$50,000.00) if Coach is named the recipient of the Associated Press Coach of the Year Award, the National Sportswriters Association Paul "Bear" Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award *or* the Bobby Dodd Coach of the Year Award. Only one such payment shall be due under this Section 9(a)(iv)(3) even if Coach is named the recipient of more than one award set forth herein.
- v. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i-iv), Coach shall receive Twenty Thousand Dollars and NO/100 (\$20,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Football Assistant Coaches and Director of Football Operations (collectively, "Football Assistants") will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Football Assistant from the Foundation's Unrestricted Athletic Funds an Achievement Compensation payment in the greater of:
- i. Twenty five percent (25%) of one (1) monthly installment of the Football Assistant's then-current annual base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football Assistant coaches the Football Team in such Bowl game, or, in the case of the Director of Football Operations, assists in preparing the Football Team to play in such Bowl game; or



- ii. One (1) monthly installment of the Football Assistant's then-current annual base salary if the Football Team appears in a New Year's Six Bowl game, provided that the Football Assistant coaches the Football Team in such Bowl game, or, in the case of the Director of Football Operations, assists in preparing the Football Team to play in such Bowl game.
- c. 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 the coach's employment as Head Football coach for cause.

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

- a. On January 31, 2019, if this Contract is in effect on such date, and on January 31 of each subsequent year this Contract remains in effect, University shall deposit the sum of One Hundred Thousand Dollars and NO/100 (\$100,000.00), from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, into an interest bearing annuity established by University. Notwithstanding the foregoing, in the event that University terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, Coach shall also be entitled to a prorated payment according to the provisions of Section 10(e).
- b. Except as provided by Section 10(c), below, the total sum accrued in said annuity, including interest, shall become due and payable to Coach upon his successful completion of the Initial Term and any extensions thereof. In the event the annuity becomes due and payable to Coach, University agrees to work with Coach in good faith to make reasonable efforts to transfer the annuity to Coach in the most tax-beneficial manner possible to Coach.
- c. Notwithstanding the provisions of Section 10(b), above, all funds existing in said annuity on January 31, 2021, shall be considered vested. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided this Contract has not been terminated prior to the applicable vesting date.
- d. In the event University terminates this Contract for cause or Coach terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, University shall retain all unvested funds in said annuity and shall have no further obligation to Coach under this Section 10.
- e. If University terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, Coach shall be entitled to all funds in said annuity as of the date of termination. In addition, University shall pay to Coach, from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, a prorated payment for the portion of the year which Coach remained in his position prior to said termination.

11. **Football Staff.** University will allow Coach to select and retain, subject to the approval of Director, President, and the Board, the Assistant Football Coaches, Quality Control Assistants, Strength and Conditioning Coaches, and Football Support Personnel (collectively, "Football Staff") as follows:

a. **Assistant Football Coaches.** Coach may select and retain as many as ten (10) full-time, paid Assistant Football Coaches designated to perform coaching duties, to be compensated as follows:

i. **Assistant Football Coach Salary Pool.** University shall provide an Assistant Football Coach salary pool of no less than Two Million and NO/100 (\$2,000,000.00) annually for the ten (10) full-time Assistant Football Coaches. The amounts paid to each individual Assistant Football Coach will be determined by the Coach, subject to the approval of the President.

ii. **Assistant Football Coach Achievement Compensation.** University acknowledges the Assistant Football Coaches will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Assistant Football Coach from the Foundation's Un restricted Athletic Funds an Achievement Compensation payment in the greater of:

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

b. **Strength and Conditioning Coaches.** Coach may select and retain a Head Strength and Conditioning Coach, two (2) Assistant Strength and Conditioning coaches, and one (1) Strength and Conditioning intern annually.

i. **Strength and Conditioning Coach Salary Pool.** University shall provide a Strength and Conditioning salary pool of no less than Three Hundred Eighty-Five Thousand Dollars and No/100 (\$385,000.00) annually. The amounts paid to each individual Strength and Conditioning Coach will be determined by the Coach, subject to the approval of the President.

ii. **Head Strength and Conditioning Coach Achievement Compensation.** The University shall pay to the Head Strength and Conditioning Coach, from funds provided by the Foundation from the Foundation's Unrestricted Athletic Funds, an Achievement Compensation payment of an amount equal to one monthly installment of the Head Strength and Conditioning Coach's then-current salary if the Football Team appears in a Bowl game, provided that the

Head Strength and Conditioning Coach remains employed in such capacity with the Football Program when the Football Team plays in the Bowl game.

- c. **Quality Control Assistants.** Coach may engage as many as eleven (11) Quality Control Assistants. University shall provide One Hundred Sixty-Five Thousand Dollars and NO/100 (\$165,000.00) for these Quality Control Assistants annually, to be distributed to the Quality Control Assistants in Coach's discretion, subject to the approval of the Vice President for Administration and Finance.
- d. **Football Support Personnel.** University agrees that Coach is able to employ a Chief of Staff, Director of On-Campus Recruiting, Director of Football and Recruiting Logistics, Director of Player Personnel, and Assistant Director of Football and Recruiting Logistics.
  - i. **Football Support Personnel Salary Pool.** University shall provide a salary pool of no less than Three Hundred Twenty Thousand Dollars and No/100 (\$320,000.00) for these specific positions annually. The amounts paid to each individual Football Support Personnel will be determined by the Coach, subject to the approval of the President.
  - ii. **Achievement Compensation for Director of On-Campus Recruiting.** The University shall issue to the Director of On-Campus Recruiting, from funds provided by the Foundation from the Foundation's Quarterback Club Funds, an Achievement Compensation payment of up to Ten Thousand Dollars and NO/100 (\$10,000.00) if the Football Team appears in a Bowl game, provided that a) the Director of Football and Recruiting Logistics remains employed in such capacity with the Football Program when the Football Team plays in the Bowl game, and b) such funds are available from the Quarterback Club.
  - iii. **Achievement Compensation for Director of Football and Recruiting Logistics.** The University shall issue to the Director of Football and Recruiting Logistics, from funds provided by the Foundation from the Foundation's Quarterback Club Funds, an Achievement Compensation payment of up to Ten Thousand Dollars and NO/100 (\$10,000.00) if the Football Team appears in a Bowl Game, provided that a) the Director of Football and Recruiting Logistics remains employed in such capacity with the Football Program when the Football Team plays in the Bowl game, and b) such funds are available from the Quarterback Club.
- e. **Other Support Personnel.**
  - i. Director and Coach will mutually agree on a Football Academic Coordinator as well as a Team Nutritionist.
  - ii. University shall provide a creative designer who shall work primarily with the Football Program, including but not limited to the Football Program's recruiting and branding.

- f. **Professional Development.** University shall provide an annual budget of Fifty Thousand and NO/100 (\$50,000.00) for professional development opportunities for Coach and the Football Staff.
- g. All Achievement Compensation which may be paid pursuant to this Section 11 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- h. Notwithstanding the foregoing, no Football Staff shall be entitled to any unpaid Achievement Compensation for any year during which said Football Staff member has been suspended by University, or during which University has terminated the Football Staff member's employment as a Football Staff member for cause.

**12. 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 civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

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

**14. 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. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

15. **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, which shall not be held unreasonably.
16. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing as Head Football Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
17. **Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Football season and from time to time as Director or Director's designee deems reasonably necessary and warranted.
18. **Termination by University.**
  - a. **Without Cause.**
    - i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, and in addition to any sums due pursuant to Section 10(e), above, Coach shall receive a liquidated damages lump sum payment equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract, and seventy-five (75%) percent of the Contingent Premium Benefit remaining to be paid under the unexpired term of this Contract. In addition, Coach shall receive, no later than the last day of the month in which University exercises its right to Terminate this Contract without cause, any compensation or incentive

compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings. 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 and shall not be subject to any offset or recoupment for any compensation Coach may receive for future employment following termination. All other obligations of University and/or the Foundation to Coach shall cease as of the date of termination.

- ii. Payment of the liquidated damages payment under this Section 18(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. **For Just Cause.**

- i. University may terminate this Contract for just cause, including but not limited to:
  - 1. Failure to comply with this Contract;
  - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
  - 3. Failure to comply with a lawful directive from Director or President, or other insubordination;
  - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by the University or any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body;
  - 5. Condoning, failure to prevent, and/or failure to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, 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 University policies and/or Conference or NCAA regulations;
  7. Prolonged absence from University without University's consent;
  8. Poor performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
  9. Failure to administer the Football Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
  - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
  - c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against University and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall either University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.
- b. Coach shall pay, or cause a third party to pay, to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of:

- i. Two Million Dollars and NO/100 (\$2,000,000.00) if such termination occurs after December 31, 2018, but on or before December 31, 2019;
  - ii. One Million Two Hundred Fifty Thousand Dollars and NO/100 (\$1,250,000.00) if such termination occurs after December 31, 2019, but on or before December 31, 2020;
  - iii. Seven Hundred Fifty Thousand Dollars and NO/100 (\$750,000.00) if such termination occurs after December 31, 2020, but on or before December 31, 2021;
  - iv. Five Hundred Thousand Dollars and NO/100 (\$500,000.00) if such termination occurs after December 31, 2021, but on or before September 1, 2022;
  - v. Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00) if such termination occurs after December 31, 2022, but on or before September 1, 2023.
- c. 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.
20. **Automatic Termination.** This Contract shall automatically terminate upon Coach' death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Football Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.
21. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall require and encourage his staff to participate in training programs offered by University. Furthermore, Coach shall be responsible for and shall require his staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
22. **NCAA Issues.** University has informed Coach of all significant NCAA issues of which it is aware.
23. **Acknowledgement.** The parties specifically agree that the obligations assumed herein relate only to obligations regarding payment and there is no guarantee or promise of continued



employment for Coach at University whether as Head Football Coach or in any other employment capacity.

**24. Miscellaneous.**

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 19(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.

- j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by the parties, and approved by Board.
- k. 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.
- l. 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.

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

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

***University Designee:***

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

***With copy to:***

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

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

***Coach:***

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

***With copy to:***

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

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

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

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

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

*7/26/19*  
\_\_\_\_\_  
Date

**William H. Napier, Coach**

\_\_\_\_\_  
*[Signature]*

*7/25/19*  
\_\_\_\_\_  
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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

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

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7(b) concerning spousal travel reimbursement, 8, 9, 10, 18, 19, and 20 of the Contract for Employment for Head Football Coach ("Contract") between University and Napier. Any and all sums the Foundation owes pursuant to such Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7(b) concerning spousal travel reimbursement, 8, 9, 10, 18, 19, and 20. 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 26<sup>th</sup> day of July, 2019

*JP ML-B*  
\_\_\_\_\_  
Board of Supervisors of the  
University of Louisiana System  
By: Dr. E. Joseph Savoie

7/26/19  
Date

*[Signature]*  
William H. Napier

7/25/19  
Date

*[Signature]*  
University of Louisiana at Lafayette  
Foundation  
By: Joe Giglio, Chairman

7/25/19  
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

- Item F.10.**     **University of Louisiana at Lafayette's** request for approval of contractual amendments with Mr. Mark Hocke, Head Strength and Conditioning Coach and Associate Head Football Coach, effective July 25, 2019.

**EXECUTIVE SUMMARY**

The University and the Coach entered into the original agreement effective January 1, 2019. The first amendment provides that Coach will now receive a compensation payment of an amount equal to one monthly installment of Coach's then-current base salary if the Football Team appears in a Bowl game, provided that Coach remains employed in such capacity with the Football Program when the Football Team plays in the Bowl game. The other two amendments deal with changes to NCAA regulations related to Coach's duty to cooperate in investigations and his disclosure of outside income.

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 Louisiana at Lafayette's request for approval of contractual amendments with Mr. Mark Hocke, Head Strength and Conditioning Coach and Associate Head Football Coach, effective July 25, 2019.***



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

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

*Université des Acadiens*

August 1, 2019

F 10

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

Dear Dr. Henderson:

I request approval of Associate Head Football Coach Mark Hocke's amended contract agreement. Additionally, the UL Lafayette Foundation document which accompanies the amended agreement is being submitted for approval.

Please place this item on the agenda for the August 2019 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over the printed name and title.

E. Joseph Savoie  
President

svc

Attachments

**FIRST AMENDMENT TO  
HEAD STRENGTH AND CONDITIONING COACH AND  
ASSOCIATE HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT** ("Amendment") is made and effective the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and MARK HOCKE ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." All capitalized terms not defined in this Amendment shall have the same meaning as in the Agreement. This Amendment is subject to the approval of the Board; therefore the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract for Employment effective January 1, 2018 for Coach to be employed as University's Head Coach of University's Strength and Conditioning Program (the "Strength and Conditioning Program") and Associate Head Football Coach of University's Football Program ("Football Program") under the terms and conditions set forth therein (the "Contract"); and

**WHEREAS**, the parties mutually desire to amend the Contract as provided 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. **Section 7(a)** of the Contract, including both of its subsections, is deleted in its entirety and replaced with the following:
  - a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach with funds provided by the Foundation from Foundation's Unrestricted Athletic Funds in compliance with Foundation's tax-exempt purpose an Achievement Compensation payment of an amount equal to one monthly installment of Coach's then-current base salary if the Football Team appears in a Bowl game, provided that Coach remains employed in such capacity with the Football Program when the Football Team plays in the Bowl game.

2. **Section 8(b)** of the Contract is deleted in its entirety and replaced with the following:

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

3. **Section 9** of the Contract is deleted in its entirety and replaced with the following:

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. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

4. All other terms and conditions of the Contract shall remain in full force and effect.

5. This Amendment shall be effective as of the Effective Date identified in the first paragraph of this Amendment.

*[This space intentionally left blank. Signatures appear on following page]*



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

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

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

*7/26/19*  
\_\_\_\_\_  
Date

**Mark Hockett Coach**

  
\_\_\_\_\_

*7/25/19*  
\_\_\_\_\_  
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

**ANCILLARY AGREEMENT TO  
FIRST AMENDMENT TO  
HEAD STRENGTH AND CONDITIONING COACH AND  
ASSOCIATE HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

The Foundation, having entered into that certain Ancillary Agreement to Contract for Employment, Head Strength and Conditioning Coach and Associate Head Football Coach between University and Coach (the "Contract"), with said Ancillary Agreement binding the Foundation for the limited obligations of the Foundation set forth in Sections 7 and 12 through 14 of the Contract, hereby confirms that the Foundation shall remain bound for said limited obligations.

In addition, the Foundation accepts and hereby binds itself for all obligations of the Foundation in Section 7 as amended in the First Amendment to Contract for Employment, Head Strength and Conditioning Coach and Associate Head Football Coach.

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

7/26/19  
Date

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

7/25/19  
Date

\_\_\_\_\_  
University of Louisiana at Lafayette  
Foundation  
By: Joseph C. Giglio, Jr., Chairman

7/25/19  
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

**ATHLETIC COMMITTEE**

**August 22, 2019**

**Item F.11.**     **University of Louisiana at Monroe's request for approval of a contract with Ms. Brooks Donald Williams, Head Women's Basketball Coach, effective June 1, 2019.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through March 31, 2022, Coach's base annual salary is \$172,000. Coach may also receive a \$5,000 annual salary adjustment for having a winning record and if the Academic Performance Rate (APR) is equal to or greater than 940, and the program is not subject to scholarship limitations or post-season penalties. In addition, Coach shall receive a monthly cell phone stipend of \$45; relocation expenses, based on actual receipts, up to \$15,000; and an annual car allowance of \$3,600. The current agreement also stipulates that the ULM Athletic Foundation may pay earned salary supplements and increased related benefits based on certain specified achievements, as follows:

- \$5,000 if the team wins the Sun Belt Conference regular season championship.
- \$7,000 for winning the Sun Belt Conference Tournament or earning an at-large bid to the NCAA Division I Women's Basketball Tournament.
- \$5,000 for each win in the NCAA Division I Women's Basketball Tournament.
- \$10,000 if the team wins the NCAA Division I Women's Basketball Tournament.
- \$1,000 if named Conference or Louisiana Coach of the Year.
- \$1,000 if the team's annual APR is greater than 940.

Any incentives, if achieved, will be awarded if the Academic Performance Rate is equal to or greater than 940, and the program is not subject to scholarship limitations or post-season penalties.

In the event the University terminates the contract without cause prior to the expiration of its term, the University, at its option, shall pay Coach the remaining base salary that Coach would have earned from the University during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less; or reassign Coach to another suitable position at the University for the remainder of the current fiscal year in lieu of the payout described in this paragraph.

In the event Coach terminates the contract to become a head Women's Basketball coach elsewhere, Coach would be liable to the University for liquidated damages in an amount equivalent to the remaining base salary that Coach would have earned from the University during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval of a contract with Ms. Brooks Donald Williams, Head Women's Basketball Coach, effective June 1, 2019.



## Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209  
P 318.342.1010 | F 318.342.1019

F 11

July 29, 2019

**RECEIVED**

AUG 05 2019

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 Ms. Brooks Donald Williams, Head Women's Basketball Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

Nick J. Brung, Ph.D.  
President

**#TAKEFLIGHT**

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

**STATE OF LOUISIANA**

**PARISH OF OUACHITA**

This agreement is made and entered into effective as of the date this agreement is approved by the Board, between the **UNIVERSITY OF LOUISIANA AT MONROE** (hereinafter referred to as the "UNIVERSITY") and through its President, and **BROOKS DONALD WILLIAMS** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (herein referred to as the "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, INC.** (hereinafter referred to as the "FOUNDATION") joins in this agreement consenting to the obligations incurred herein by the Foundation.

**1.0 Employment**

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

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

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY's Director of Athletics (the "AD") and shall confer with the AD or his/her 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 AD may assign.

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

1.5 Guarantee Games. COACH shall be expected to participate in an appropriate number of non-conference "guarantee" Women's Basketball games on an annual basis. The number of these contests will be determined by mutual consent of both the Athletic Director and COACH.

1.6 Game Interviews and Radio/Television Shows. COACH is expected to participate in pre- and post-game interviews conducted in conjunction with broadcasts of Women's Basketball games as well as weekly radio and/or television shows.

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

1.8 All fundraising activities by COACH must be pre-approved by the AD or his/her designee, and the appropriate FOUNDATION representative, to ensure that such activities are in compliance with University policies.

1.9 COACH acknowledges and agrees that the UNIVERSITY does not guarantee any amounts and/or obligations incurred herein this contract by the Foundation. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 of this contract.

1.10 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 any and all obligations incurred by the FOUNDATION under this agreement.

## 2.0 Term

2.1 The term of this agreement is for a fixed period commencing on June 1, 2019 and terminating without further notice to COACH on March 31, 2022, unless sooner terminated or extended under the terms of this agreement.

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

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



2.4 APR RATE. Beginning with the 2020-2021 season, if the Women's Basketball Academic Progress Rate (APR) is below 940, for a single year, all parties agree to replace the existing contract with a one-year agreement, which must be approved by the Board. In addition, COACH shall not be eligible for any incentives under this agreement. If the team's APR for the year, at the end of the one-year agreement, is equal to or greater than 940 for a single year, and the program is not subject to scholarship limitations or post-season penalties, all parties agree to negotiate a new contract, which must be approved by the Board.

### 3.0 Compensation

3.1 Base Salary. In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$172,000 payable on a bi-weekly basis.

3.2 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary and salary adjustment provided for in subsection 3.3, provided that such pay adjustment can be sustained by the budget for intercollegiate athletics as determined by the University in its sole discretion.

3.3 Salary Adjustment for Winning Record. The University shall pay COACH a \$5,000 salary adjustment for finishing with a "winning record" in regular season conference competition. This salary adjustment will take effect July 1 of the following fiscal year and remain in effect for the duration of the current contractual agreement. This salary adjustment will only be awarded if the team's annual APR score of that particular year is equal to or greater than 940 and the program is not subject to scholarship limitations or post-season penalties. The term "winning record" means more games won than lost during the regular season conference competition.

#### **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 may receive a courtesy/leased vehicle if arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University and Foundation has no obligation to furnish the vehicle to COACH. The arrangements for a vehicle will be made by the Athletic Director. Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH shall receive a monthly monetary allowance not to exceed three-hundred \$300 dollars toward the expense of a vehicle. Funding for the allowance, plus any applicable benefits, must originate from the FOUNDATION, and an amount equal to the annual sum of the allowance and applicable benefits, must be transferred to the UNIVERSITY upon signature of this agreement. The UNIVERSITY will disperse the allowance to COACH in installments using normal UNIVERSITY payroll procedures.

4.3 Insurance on any courtesy/leased vehicle must be paid for by the dealership, COACH, or some other arrangement agreed to by the AD and the FOUNDATION.

4.4 COACH shall receive a monthly cell phone stipend of \$45. This stipend will be paid by the UNIVERSITY and included on the COACH's payroll check.

4.5 For each Women's Basketball season, COACH shall be entitled to a total of 12 tickets per home Men's and Women's Basketball game and 4 tickets to all other ULM home athletic competitions.

4.6 COACH shall be reimbursed, based on actual receipts, up to \$15,000 in relocation expenses to be paid by the FOUNDATION.

4.7 COACH shall receive a club membership at the Bayou Desiard Country Club and any and all costs associated with such membership shall be the responsibility of the FOUNDATION.

## **5.0 Performance Incentives**

5.1 During the time of employment as head coach, in recognition of exemplary performance and additional work that is required for post-season competition and events and as 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 potential supplemental payments:

- (a) Five Thousand Dollars (\$5,000) if the team wins the Sun Belt Conference regular season championship.
- (b) Seven Thousand Dollars (\$7,000) for winning the Sun Belt Conference Tournament or earning an at-large bid to the NCAA Division I Women's Basketball Tournament.
- (c) Five Thousand Dollars (\$5,000) for each win in the NCAA Division I Women's Basketball Tournament.
- (d) Ten Thousand Dollars (\$10,000) if the team wins the NCAA Division I Women's Basketball Tournament.
- (e) One Thousand Dollars (\$1,000) for being named Conference Coach of the Year.

(f) One Thousand Dollars (\$1,000) if the team's annual APR is greater than 950.

5.2 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the Foundation, solely from the athletic funds held by the Foundation. Supplemental payment made to COACH from the 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 These athletics competition incentives will only be awarded if the team's annual APR score of that particular year is equal to or greater than 940 and the program is not subject to scholarship limitations or post-season penalties, and shall be paid solely from the athletic funds held by the Foundation.

5.4 COACH may waive the payment of all or a portion of any amount due and request that such amount be paid to one or more full-time members of the Women's Basketball coaching or athletic support staff provided that each coach understands and agrees that no payment may be made to any employee who is the subject of a current disciplinary action or investigation.

## **6.0 Camps and Clinics; Contracts for Broadcast and/or Telecast**

### **6.1 Camps and Clinics**

6.1.1 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.

6.1.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana 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 campus 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.

## **6.2 Contracts for broadcast and/or telecast**

6.2.1 COACH may host a radio/television show to promote the ULM Women's Basketball.

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

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television show.

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

(d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television show.

(e) The COACH is an independent contractor during said television activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(f) The Athletic Director will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television show.

#### **7.0 Apparel, Equipment Endorsements**

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

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

COACH may receive income, revenue, and benefits from outside sources while employed by the UNIVERSITY upon approval from the UNIVERSITY President, and approval shall not be unreasonably withheld, and in accord with University and Board policies governing outside employment, but such activities are independent of COACH'S UNIVERSITY employment and the UNIVERSITY and the BOARD shall have no responsibility or liability for any claims arising therefrom. Such outside activities shall not interfere with the full and complete performance by COACH of COACH'S duties and obligations as a UNIVERSITY employee, recognizing that

COACH'S primary obligations lie with the UNIVERSITY and its students. Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than from UNIVERSITY, COACH must report all such income or benefits to the UNIVERSITY President in writing at least annually by July 1. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the UNIVERSITY (see NCAA Bylaw 11.2.2.)

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

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

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



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 or penalty to COACH.

#### **10.0 Women's Basketball Staff**

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

10.2 Salary Pool. Subject to the availability of funding, beginning fiscal year 2019-2020 University will allocate \$203,000 to the women's basketball program salary pool to be distributed by COACH to subordinate Women's Basketball program personnel at COACH'S discretion. Salary pool dollars cannot be used for COACH'S compensation and does not create any rights for subordinate personnel to any specific compensation or terms/conditions of employment. Subordinate personnel shall remain unclassified at-will employees.

#### **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, the University's President shall notify the President of the University of Louisiana System. All compensation, including salary, benefits, and other remuneration incidental to employment shall cease upon termination.

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or University rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein above in situations in which the University determines that the best interest of the University and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Women's Basketball Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other University employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the University; or (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletic Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation). All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by the 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 the University if termination is for just cause. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.2.1 In lieu of termination for cause, and apart from any rights it may have under this Section 11.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY, which shall not be exercised arbitrarily or capriciously.

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract without cause prior to the expiration of its term, the University, at its option, shall pay COACH the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less; OR reassign COACH to another suitable position at the UNIVERSITY for the remainder of the current fiscal year in lieu of the payout described in this paragraph. If the payout option is chosen by the University, such funds shall be paid from the current fiscal year funding to COACH in lump sum no later than sixty (60) days from the effective date of termination or in monthly installments until such amount is paid in full at the sole discretion of the UNIVERSITY.

11.4 COACH shall make reasonable efforts to obtain full-time, gainful employment in the coaching profession. Should COACH secure employment, the liquidated damages described in this agreement shall be reduced by the amount of income received by COACH from said

employment. 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 Women's Basketball coach elsewhere, COACH would be liable to the UNIVERSITY for liquidated damages in an amount equivalent to the remaining base salary that COACH would have earned from the UNIVERSITY during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less. The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60) days of the date of termination.

11.6 If COACH terminates this contract for any other reason than becoming employed as a head Women's Basketball 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 ceases to maintain a NCAA Division I Women's Basketball program. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.8 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the UNIVERSITY, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing

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

#### **12.0 Severability**

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

#### **13.0 Force Majeure**

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

#### **14.0 Agreement Status**


This single Contract of Employment shall become the agreement between the parties supplanting all previous other oral or written agreements, letters of appointment, and/or memoranda of understanding regarding any of the matters or things provide for or hereinbefore discussed or mentioned.

**SIGNATURE PAGE TO FOLLOW**

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


**SIGNATURE PAGE**

ACKNOWLEDGED AND AGREED TO BY:

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

8/15/19  
Date

ACKNOWLEDGED AND AGREED TO BY:

  
\_\_\_\_\_  
Brooks Donald Williams  
Head Women's Basketball Coach

8/14/19  
Date

ACKNOWLEDGED AND AGREED TO ON BEHALF  
OF THE UNIVERSITY OF LOUISIANA AT MONROE  
ATHLETIC FOUNDATION, INC. AS TO  
OBLIGATIONS INCURRED BY THE FOUNDATION:

\_\_\_\_\_  
Ron Bush  
President, ULM Athletic Foundation, Inc.

\_\_\_\_\_  
Date

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

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

**SIGNATURE PAGE**

**ACKNOWLEDGED AND AGREED TO BY:**

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

**ACKNOWLEDGED AND AGREED TO BY:**

 8/14/19  
Brooks Donald Williams Date  
Head Women's Basketball Coach

**ACKNOWLEDGED AND AGREED TO ON BEHALF  
OF THE UNIVERSITY OF LOUISIANA AT MONROE  
ATHLETIC FOUNDATION, INC. AS TO  
OBLIGATIONS INCURRED BY THE FOUNDATION:**

 8/14/19  
Ron Bush Date  
President, ULM Athletic Foundation, Inc.

\_\_\_\_\_  
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