

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.1. Louisiana Tech University's request for approval of a contract with Mr. Thomas Lane Burroughs, Head Men's Baseball Coach, effective May 26, 2018.

EXECUTIVE SUMMARY

This agreement is for the period from May 26, 2018 through the last day of the 2023 season, including post-season play. During this period, Coach's annual salary is \$75,000, payable on a monthly basis. The Louisiana Tech University Foundation shall pay Coach the sum of \$50,000 annually, to be made in equal monthly payments during the period of this agreement for his role in the Louisiana Tech Radio Network and his role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men's Baseball.

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

- If baseball team wins the conference regular season title, Coach will earn \$10,000.
- If baseball team participates in an NCAA Regional, Coach will earn \$10,000.
- If baseball team participates in an NCAA Super Regional, Coach will earn \$10,000.
- If baseball team participates in an NCAA World Series, Coach will earn \$10,000.
- If baseball team wins the NCAA national championship, Coach will earn \$15,000.
- If 750 or more season tickets or more are sold in a particular year, Coach will earn \$5,000.

Such salary supplements are cumulative and cannot exceed \$60,000.

Coach may receive funds through the University from agreements with shoe and/or apparel manufacturers with the written approval of the Athletic Director.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to the guaranteed compensation for the remainder of the terms of the contract as detailed in Section 11.1 of the contract.

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

- If prior to the last game of the 2019 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$125,000.

- If subsequent to the last game of the 2019 season, including post-season play, and prior to the last game of the 2020 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$100,000.
- If subsequent to the last game of the 2020 season, including post-season play, and prior to the last game of the 2021 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$75,000.
- If subsequent to the last game of the 2021 season, including post-season play, and prior to the last game of the 2022 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$50,000.
- If subsequent to the last game of the 2022 season, including post-season play, and prior to the last game of the 2023 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$25,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Thomas Lane Burroughs, Head Men's Baseball Coach, effective May 26, 2018.*



G 1

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

January 23, 2019

RECEIVED

JAN 25 2019

**UNIVERSITY OF
LOUISIANA SYSTEM**

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

Dear Dr. Henderson:

Enclosed for your review are 3 originals of the Contract of Employment between Thomas Lane Burroughs, head coach of the baseball team, and Louisiana Tech University. Also joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is May 26, 2018, and ends on the final day of the 2023 baseball season.

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

Upon approval by the Board, please sign the originals on the last page of the contract indicating that the Board has approved the contract, and keep one original for the files of the Board of Supervisors and return the remaining 2 originals to me for distribution to Coach Burroughs and the University.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice
President

enclosures

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

Summary of Contract of Employment between LA Tech and Thomas Lane Burroughs, Head Baseball Coach

Coach will earn a base annual salary from the University of \$75,000 per year. Coach shall earn \$50,000 from Louisiana Tech University Foundation for his role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Baseball. The term of the contract spans from May 26, 2018, through the final day of the 2023 baseball season.

Coach shall be entitled to supplemental pay from the Foundation for the following exemplary performance:

- Regular season conference champion = \$10,000
- Participation in NCAA Regional Tournament = \$10,000
- Participation in NCAA Super Regional Tournament = \$10,000
- Participation in NCAA World Series = \$10,000
- NCAA World Series Champion = \$15,000 (in addition to \$10,000 participation supplement)
- Coach shall be entitled to a supplemental payment of \$5,000 if 750 or more baseball season tickets are sold in a single season

The maximum supplemental pay Coach may earn during each season is \$60,000.

The portion paid by the Foundation will be paid to Coach in his capacity as an independent contractor for his role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Baseball.

Coach may operate camps as an independent contractor and must adhere to the Policy for Use of Campus Facilities.

The salary pool for the baseball staff will be \$130,000, such staff consisting of two assistant coaches.

If the University terminates the agreement without cause, Coach shall be entitled to his Guaranteed Compensation, which includes the annual base salary set forth in Section 3.1 and the radio and television component set forth in Section 3.2., subject to Coach's duty to mitigate his damages. In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to the final game of the 2019 season, Coach shall pay liquidated damages of \$125,000;
- If subsequent to the last game of the 2019 season and prior to the final game of the 2020 season, Coach shall pay liquidated damages of \$100,000;
- If subsequent to the last game of the 2020 season and prior to the final game of the 2021 season, Coach shall pay liquidated damages of \$75,000;
- If subsequent to the last game of the 2021 season and prior to the final game of the 2022 season, Coach shall pay liquidated damages of \$50,000;
- If subsequent to the last game of the 2022 season and prior to the final game of the 2023 season, Coach shall pay liquidated damages of \$25,000.

If the contract is terminated for just cause, neither the University nor the Foundation shall be liable for any payments or benefits after the date of termination, except for amounts previously earned but not yet paid.

**CONTRACT OF EMPLOYMENT:
BASEBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2018, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice, and Thomas Lane Burroughs (hereinafter referred to as "COACH") and replaces that former Contract of Employment between the parties dated June 23, 2017. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF BASEBALL HEAD COACH

1.0 Employment

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

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

Director of Athletics and shall confer with the Director of Athletics or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the baseball team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A baseball head coach.

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

2.0 Term

2.1 The term of this agreement is for a period commencing May 26, 2018, and ending on the last day of the 2023 season, including post-season play. For purposes of this agreement, each contract year, with the exception of the last contract year, shall begin on May 26th and end on May 25th of the following calendar year. The last contract year shall begin on May 26th and end on the day of the last game of the 2023 season, including post-season play.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$75,000 for the term of this agreement, payable on a monthly basis. For purposes of this paragraph, the base annual salary shall begin on May 26 of each year during the term and end on May 25 of the following calendar year, with one exception: the final year of contract term. For the final contract year, the base annual salary shall begin on May 26, 2022, and end on the last game of the 2023 season, including post-season play.

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of \$50,000 annually, to be made in equal monthly payments during the period of this agreement for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Baseball.

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

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Baseball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or

increase revenues provided such requests do not interfere with COACH'S coaching duties.

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

4.0 Employee Benefits

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

5.0 Performance Incentives – Athletic Performance Goals

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

a. Regular Season Conference Title: If the baseball team wins the regular season conference title, COACH shall earn a supplemental payment for that season in the amount of \$10,000.

b. NCAA Regional Tournament: If the baseball team participates in the NCAA Regional Tournament, COACH shall earn a supplemental payment for that season in the amount

of \$10,000.

c. NCAA Super Regional Tournament: If the baseball team participates in the NCAA Super Regional Tournament, COACH shall earn a supplemental payment for that season in the amount of \$10,000.

d. NCAA World Series: If the baseball team participates in the NCAA World Series, COACH shall earn a supplemental payment for that season in the amount of \$10,000. Should the team win the NCAA World Series, in addition to the \$10,000 participation supplement, COACH will also receive a \$15,000 champion supplement.

e. Season Ticket Sales: If 750 baseball season tickets or more are sold in a single season, COACH shall earn a supplemental payment for that season in the amount of \$5,000.

5.2 The supplemental payments specified herein are cumulative. The maximum COACH may earn during each baseball season under this provision is \$60,000. Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.3 FOUNDATION may desire COACH to be involved in its fundraising efforts, including activities involving sponsor and donor cultivation and solicitation which coordinate with tournament play and season ticket sales (including special appearances at events and radio and television interviews) for which FOUNDATION will provide COACH the agreed upon

supplemental payments listed in Paragraph 3.2. In that regard, COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of benefits under Paragraph 4.0 above. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. COACH is an independent contractor during said camp activities and, as such, is

licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

7.0 Shoe, Apparel, and/or Equipment Contracts

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

8.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of baseball camps and/or baseball clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1st, the first such report not due until July 1, 2017, all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. COACH has an affirmative

obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See Bylaw 19), including but not limited to suspension without pay or termination of employment (See also NCAA Constitution 11.2.1) COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

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

9.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and/or to the best of his knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

10.0 Baseball Staff

COACH may make hiring decisions regarding assistant baseball coaches in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the baseball staff will be \$130,000, such staff consisting of two assistant coaches.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of the contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein. These amounts shall be payable by the FOUNDATION on a monthly basis and solely through its athletic funds.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify A.D. of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

11.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on the day of the final game, including post-season play, of the 2023 season. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation,

any of the following:

1. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I baseball head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I baseball head coach, COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this Agreement; or

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

3. A serious or major violation or a pattern of violations, whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

4. A serious or major violation or a pattern of violations of any Rules and Regulations, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under COACH's supervision and direction, including student-athletes in the program, which violation was known by COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

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

6. Failing or refusing to provide information or documents in response to any reasonable

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

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

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

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

10. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a

leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude; or

11. COACH being charged or arrested for violation of a criminal statute or regulation, excluding minor traffic violations, provided that an arrest for DUI, DWI, or materially similar charges shall not be considered an arrest or charge for a minor traffic violation; or

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

13. Prolonged absence from duty without the consent of COACH's reporting superior; or

14. Any cause adequate to sustain termination of any regular staff employee of UNIVERSITY, including but not limited to a violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410), a harassment violation (Louisiana Tech Policy 1438), or a sexual harassment violation (Louisiana Tech Policy 1436).

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

- If prior to the last game of the 2019 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$125,000, to be paid within two (2) weeks from the termination date; or
- If subsequent to the last game of the 2019 season, including post-season play, and prior to the last game of the 2020 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$100,000 to be paid within two (2) weeks of the date of termination; or

- If subsequent to the last game of the 2020 season, including post-season play, and prior to the last game of the 2021 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$75,000 to be paid within two (2) weeks of the date of termination; or
- If subsequent to the last game of the 2021 season, including post-season play, and prior to the last game of the 2022 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$50,000 to be paid within two (2) weeks of the date of termination; or
- If subsequent to the last game of the 2022 season, including post-season play, and prior to the last game of the 2023 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$25,000 to be paid within two (2) weeks of the date of termination.

12.0 Automatic Termination Upon Death or Disability of Coach

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

13.0 Termination – General Provisions

13.1 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but

not yet paid.

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

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

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

14.0 Invalid Provisions

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

15.0 Notice Provision

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

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

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

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

AND

Bill Hogan, President
Louisiana Tech University
Foundation
P.O. Box 3183
Ruston, LA 71272

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

Thomas Lane Burroughs
199 Five Oaks
Choudrant, LA 71227

With copy to:
Patrick Strong
Balch Sports
PO Box 306
Birmingham, AL 35201

16.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the

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


SIGNATURE PAGE TO FOLLOW


**CONTRACT OF EMPLOYMENT:
BASEBALL HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **LESLIE K. GUICE**
PRESIDENT


THOMAS LANE BURROUGHS
BASEBALL HEAD COACH


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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


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


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

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
BASEBALL HEAD COACH**

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

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.2. McNeese State University's request for approval of its revised Athletic Home Game Complimentary Ticket Policy.

EXECUTIVE SUMMARY

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. McNeese State University seeks to amend its current athletic complimentary ticket policy, which was last revised by the Board on October 26, 2017. The Athletic Complimentary Ticket Policy addresses complimentary tickets for Football, Men's and Women's Basketball, Baseball, and Softball games.

The complimentary ticket policy generally reflects the number of tickets per person per game. The actual 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 McNeese State University's request for approval of its revised Athletic Home Game Complimentary Ticket Policy.



G 2

February 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 (5) copies of McNeese State University's request for approval of its revised Athletic Home Game Complimentary Ticket Policy.

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

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel 
President

Enclosures

AUTHORITY: PRESIDENT
DATE ENACTED OR REVISED: September 2, 2004; September 18, 2017; January 30, 2019

Complimentary tickets for home athletic events may be issued as follows.
 Those marked with an asterisk (*), and any ticket provided to a public official subject to the Louisiana Code of Ethics, may require payment for the ticket by the recipient in accordance with the Louisiana Code of Ethics if the public servant recipient is not attending the event(s) as a part of his or her work requirements.

ALL TICKETS ARE ISSUED UPON REQUEST

	FOOTBALL	MEN'S BASKETBALL	WOMEN'S BASKETBALL	BASEBALL	SOFTBALL
HEAD COACH OF THEIR SPORT	10	10	10	10	10
HEAD COACH OF OTHER TEAMS	4	4	4	4	4
ASSISTANT COACH OF THEIR SPORT	6	6	6	6	6
ASSISTANT COACH OF OTHER TEAMS	4	4	4	4	4
VISITING TEAM	# OF TICKETS AS SPECIFIED IN A PARTICULAR CONTRACT OR CONFERENCE RULE				
*UNIVERSITY PRESIDENT	24 (NOT INCLUDING SUITE)	16 (NOT INCLUDING SUITE)		6	6
*VICE PRESIDENTS OF UNIVERSITY	6	6	6	6	6
*ATHLETIC DIRECTOR	16 (NOT INCLUDING SUITES)	16 (NOT INCLUDING SUITES)		6	
ATHLETIC STAFF MEMBERS	6	4	4	4	4
ATHLETIC ADVISORY COMMITTEE AND FACULTY ATHLETIC REP.	2	2	2	2	2
*BOARD OF REGENTS	2	2	2	2	2
*BOARD OF SUPERVISORS	2	2	2	2	2
FORMER PRESIDENT OR WIFE OF FORMER PRESIDENT OF THE UNIVERSITY	4	4	4	4	4
FORMER ATHLETIC DIRECTOR	2	2	2	2	2
STUDENT ATHLETE	4	4	4	4	4
STUDENT MANAGER	4	4	4	4	4
HIGH SCHOOL COACHES ASSOCIATION	2 (WITH A MAX OF 200 PER GAME)	2	2	2	2
TEAM PHYSICIAN	4	4	4	4	4
WORKING GAME OFFICIAL	2	2	2	2	2
*DIRECTOR OF FACILITIES AND PLANT OPERATIONS	4	4	4	4	4
*DIRECTOR OF PHYSICAL PLANT	4	4	4	4	4
OTHER MCNEESE EMPLOYEES REQUIRED TO WORK GAME	2	2	2	2	2
DIRECTOR OF CAMPUS	2	2	2	2	2
PROSPECTIVE STUDENT ATHLETES	3	3	3	3	3
COURTESY CAR DEALERS	4 PER VEHICLE	4 PER VEHICLE	4 PER VEHICLE	4 PER VEHICLE	4 PER VEHICLE
PARENTS/GUEST OF HOMECOMING COURT	4	4	4	4	4
TRADE OUTS FOR MAINTENANCE AND OTHER SERVICES	# OF TICKETS AS SPECIFIED IN A PARTICULAR CONTRACT				
INDIVIDUALS, COMPANIES OR ORGANIZATIONS WHO DONATE FUNDS TO THE ATHLETIC DEPARTMENT	# OF TICKETS UP TO THE DISCRETION OF THE ATHLETIC DIRECTOR AND PRESIDENT				
Promotional Use	# OF TICKETS UP TO THE DISCRETION OF THE ATHLETIC DIRECTOR AND PRESIDENT				

Complimentary admission to each game may be granted to visiting campus organizations (cheerleaders, bands, official spirit groups) in uniform and accompanied by a university sponsor if arrangements have been approved by the McNeese Athletics Director or his designee in advance.

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.3. **McNeese State University's request for approval of a contract with Mr. Michael E. Fluty, Head Men's and Women's Golf Coach, effective January 16, 2019.**

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2019, Coach will earn \$32,957. 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.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Michael E. Fluty, Head Men's and Women's Golf Coach, effective January 16, 2019.



G 3

February 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 (5) copies of McNeese State University's request for approval of the contractual agreement with Mike Fluty, Head Women/Men's Golf Coach effective January 16, 2019.

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

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

McNEESE STATE UNIVERSITY
Head Men's and Women's Golf Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

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

1.0 Employment

- 1.1 McNeese State University (the "University") does hereby employ COACH as **Head Men's and Women's Golf Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men's and Women's Golf which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the teams 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 commencing on the **16th day of January 2019** and terminating without further notice to COACH on the **30th day of June 2019** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base salary for the term of this contract in the amount of **\$32,957**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-I, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

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

6.0 Courtesy / Leased Vehicle Benefit

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

- 8.1 With approval from the University President and in accordance with University and Board policies, The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of men's and women's Golf camps and/or men's and women's Golf clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). 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.
- 8.2 COACH shall report annually in writing to the President through the Athletics Director all athletically related income from sources outside the University, and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Apparel, Equipment Endorsements

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

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

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. 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 Men's and Women's Golf programs as defined in the University Athletic Department policy. The policy is as follows:

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

13.0 Golf Staff

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

14.0 Termination

- 14.1 Either party may terminate this contract without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 14.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.
- 14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.
- 14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
 - (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Men's and Women's Golf Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

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

16.0 Severability

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

17.0 Force Majeure

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

18.0 Previous Contracts

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement, and this specifically includes the contract for Coach to exclusively coach the Women's Golf Team for the period of July 1, 2018 through June 30, 2019, which shall become null and void upon the execution of this agreement.

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

WITNESSES:

Deb Kingrey

Michael E Fluty Date 1-25-19
Michael E. Fluty, Head Men's and Women's Golf Coach
McNeese State University

Cathy Devilleer

Fred Bruce Hemphill Date 1/25/19
Fred Bruce Hemphill, Director of Athletics
McNeese State University

Deb Kingrey

Dr. Daryl V. Burckel Date 1-25-19
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

February 22, 2019

Item G.4. McNeese State University's request for approval of a contract with Mr. Sterlin Gilbert, Head Men's Football Coach, effective December 6, 2018.

EXECUTIVE SUMMARY

Under this three-year agreement, through December 5, 2021, with the option of two additional one-year extensions, without re-negotiation should both the Coach and the University agree, Coach will earn \$130,260 annually. In addition to the salary, the McNeese State University Foundation shall pay Coach a premium benefit of \$69,740 annually. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

In the event Coach terminates this contract without cause to accept a position as a head or assistant football coach at a different Division I University or Professional Team, Coach or third party shall pay University the following amounts representing the costs University will incur to search for and hire a new football head coach. Coach shall have no further liability under this Agreement upon University's full reimbursement by a third party for the costs associated with searching for and hiring a new football head coach. Such reimbursement shall be received by University within 60 days of termination. The amount of such reimbursements will be calculated as follows:

- If Coach terminates the contract between December 6, 2018 and December 5, 2019, University shall be entitled to receive \$150,000, from Coach or from third party.
- If Coach terminates the contract between December 6, 2019 and December 5, 2020, University shall be entitled to receive \$100,000, from Coach or from third party.
- If Coach terminates the contract between December 6, 2020 and December 5, 2021, University shall be entitled to receive \$75,000, from Coach or from third party.

- If Coach terminates the contract, in the extension year, between December 6, 2021 and December 5, 2022, University shall be entitled to receive \$50,000, from Coach or from third party.
- If Coach terminates the contract, in the extension year, between December 6, 2022 and December 5, 2023, University shall be entitled to receive \$50,000, from Coach or from third party.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Sterlin Gilbert, Head Men's Football Coach, effective December 6, 2018.



G 4

February 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 (5) copies of McNeese State University's request for approval of the contractual agreement with Sterlin Gilbert, Head Football Coach effective December 6, 2018.

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

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

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

2.0 Term

- 2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the **6th day of December 2018**, and terminating without further notice to COACH on the **5th day of December 2021** with the option of two (2) additional one (1) year extensions, without re-negotiation should both the Coach, and the University agree. The parties will mutually agree as to whether to exercise the option for the contract year beginning on December 6, 2021 and ending on December 5, 2022 no later than December 1, 2019. The parties will mutually agree as to whether to exercise the option for the contract year beginning on December 6, 2022 and ending on December 5, 2023 no later than December 1, 2020.
- 2.2 After December 5, 2023, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This agreement may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH an annual salary for the term of this contract in the amount of **\$200,000**, 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 \$130,260 and a McNeese State University Foundation annual premium benefit of \$69,740. The Foundation shall pay the annual premium benefit in monthly installments of \$5,811.67. 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 Football 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 and Miscellaneous Benefits

- 6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a mutually agreed upon 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; provided, however, in the event University is unable to furnish COACH a vehicle, it shall provide him with a monthly allowance as described in Section 6.1(a). 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 shall receive a monthly monetary allowance of \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- 6.3 The COACH shall 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).
- 6.4 The COACH shall be reimbursed for moving expenses up to \$1,000 from the University and the remaining expenses to be reimbursed from the football foundation accounts, provided receipts and documentation are provided.

(a) Moving expenses are limited to a one-time move to Lake Charles, and does not include storage or any additional moves that may be required beyond the initial move.

6.5 The COACH shall be given a package of complementary tickets to athletic sporting events and are listed below.

- (a) 4 Reserved EndZone Club Football Tickets
- (b) 6 Stadium Reserved Football Tickets
- (c) 4 Football Parking Passes
- (d) 4 Tickets to all other sporting events

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 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 Football camps and/or Football clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President through the Athletics Director all athletically-related income, revenue, and/or benefits Coach receives from sources outside University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2). 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 Football 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 Termination

13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five(5) 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.

13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, and engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Football Coach or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State Athletics; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior. University shall provide a good faith opportunity for COACH to cure alleged behavior. 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.

13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.

(a) In the event the University terminates the contract, without cause, COACH shall be entitled to the remaining salary that he/she would have earned from the date of termination to the contract end date (including any salary to be earned in any option year for which the parties have already mutually agreed to extend to add to the Term). Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

(b) Of the amount described in section 3.1, the University shall be responsible for paying amounts due to COACH through June 30th of the fiscal year of termination. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Foundation. The amount that would be payable by funds within the Foundation will be paid to COACH on a monthly basis until the expiration of the contracted term. It is expressly agreed that a termination without cause contained herein shall reduce the amount due to coach under Section 13.4(a).

13.4 In the event COACH terminates this Contract without cause to accept a position as a head or assistant football coach at a different Division I University or Professional Team, COACH or third party shall pay University the following amounts representing the costs University will incur to search for and hire a new football head coach. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the costs associated with searching for and hiring a new football head coach. Such reimbursement shall be received by University within 60 days of termination. The amount of such reimbursements will be calculated as follows:

- If COACH terminates the contract between December 6, 2018 and December 5, 2019, University shall be entitled to receive \$150,000, from COACH or from third party.
- If COACH terminates the contract between December 6, 2019 and December 5, 2020, University shall be entitled to receive \$100,000, from COACH or from third party.
- If COACH terminates the contract between December 6, 2020 and December 5, 2021, University shall be entitled to receive \$75,000, from COACH or from third party.
- If COACH terminates the contract, in the extension year, between December 6, 2021 and December 5, 2022, University shall be entitled to receive \$50,000, from COACH or from third party.
- If COACH terminates the contract, in the extension year, between December 6, 2022 and December 5, 2023, University shall be entitled to receive \$50,000, from COACH or from third party.
- If Coach terminates this contract for any other reason than becoming employed as a head or assistant football coach at a different Division I University or Professional Team, 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.

14.0 Fundraising

14.1 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.

15.0 Severability

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

16.0 Force Majeure

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

17.0 Previous Agreements

17.1 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 Devillier

Cathy Devillier

Deb Kingrey

Deb Kingrey

[Signature] Date 1/25/19
Sterlin Gilbert, Head Men's Football Coach
McNeese State University

[Signature] Date 1/25/19
Fred Bruce Hemphill, Director of Athletics
McNeese State University

[Signature] Date 1/28/19
Richard Reid, Vice President
McNeese Foundation

[Signature] Date 1-29-19
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

February 22, 2019

Item G.5. Southeastern Louisiana University's request for approval of a contract with Mr. Christopher McBride, Head Women's Soccer Coach, effective March 1, 2019.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 31, 2021, Coach's base annual salary is \$51,171. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

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

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

In the event Coach terminates the Contract without cause to become another head coach, Coach would be liable to the University for liquidated damages in the amount of \$50,000 if termination during first contract year; \$40,000 if during second contract year; and \$30,000 if after conclusion of second contract year.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Christopher McBride, Head Women's Soccer Coach, effective March 1, 2019.

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

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

1 Coach Initial: CM Admin Initial: 

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

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

1.7 COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component 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 March, 2019 and terminating without further notice to COACH on the 31st day of December, 2021 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$ 51,171 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.

2 Coach Initial: CM Admin Initial: LA

3.3 The COACH will be paid an additional annual amount of \$ 7,829.00 from the General Fund within the Lion Athletics Association ("LAA") for the COACH's LAA fund raising and speaking engagements as assigned by the Athletic Director.

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

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

5 Coach Initial: CM Admin Initial: 

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

payments received shall not be in conflict with University 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 Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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 WOMEN'S SOCCER personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

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

12.0 Termination

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

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

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

- Termination during first contract year: \$50,000.
- Termination during second contract year: \$40,000.
- Termination after the conclusion of the second contract year: \$30,000.

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or 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 WOMEN'S SOCCER program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

13.0 Fundraising

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

COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year.

14.0 Force Majeure


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

15.0 Severability

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

 PRESIDENT -Dr. John Crain Date
 Southeastern Louisiana University

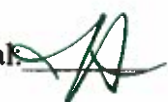
 _____ 1/25/19
 Jay Artigues Date
 DIRECTOR OF ATHLETICS

 _____ 1/25/19
 Christopher McBride Date
 HEAD WOMEN'S SOCCER COACH

 _____ 1/24/19
 _____ Date
 PRESIDENT
 LION ATHLETICS ASSOCIATION

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

 SECRETARY - BOARD OF SUPERVISORS

12 Coach Initial: CM Admin Initial: 

BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

AGREEMENT
HEAD WOMEN'S SOCCER COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Christopher McBride the University HEAD WOMEN'S SOCCER COACH.

1.

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

2.

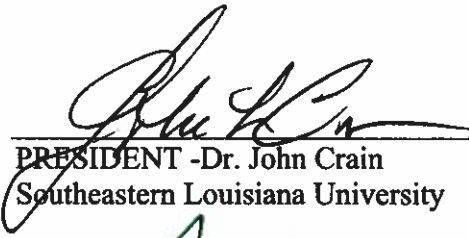
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN'S SOCCER Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

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

13 Coach Initial: CM Admin Initial: 

Entered into this _____ day of _____, 20__.




PRESIDENT -Dr. John Crain
Southeastern Louisiana University

1/28/19
Date



Jay Artigues
ATHLETICS DIRECTOR

1/25/19
Date



Christopher McBride
HEAD WOMEN'S SOCCER COACH

1/25/19
Date




PRESIDENT
LION ATHLETICS ASSOCIATION

1/24/19
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

14 Coach Initial: _____ Admin Initial: 

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.6. Southeastern Louisiana University's request for approval of a contract with Mr. Lance Guidry, Football Defensive Coordinator, effective January 10, 2019.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 30, 2019, Coach's annual salary is \$90,000. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. In addition, the Coach shall receive a salary supplement from the Lion Athletics Association (LAA) as recommended by the Head Football Coach. Finally, Coach may also be provided the use of a vehicle and will be required to maintain appropriate insurance as required (if vehicle is available).

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

In the event Coach terminates the Contract without cause prior to the first game of the 2019 football season, Coach would be liable to the University for liquidated damages in the amount of \$50,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Lance Guidry, Football Defensive Coordinator, effective January 10, 2019.

**CONTRACT OF EMPLOYMENT
DEFENSIVE COORDINATOR**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 10th day of January, 2019 between Southeastern Louisiana University through its President, Dr. John Crain and Lance Guidry (hereinafter referred to as "DEFENSIVE COORDINATOR"). 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 DEFENSIVE COORDINATOR and DEFENSIVE COORDINATOR does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of DEFENSIVE COORDINATOR, 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 DEFENSIVE COORDINATOR shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. DEFENSIVE COORDINATOR shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 DEFENSIVE COORDINATOR 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 DEFENSIVE COORDINATOR shall inform the HEAD FOOTBALL 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 DEFENSIVE COORDINATOR 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. DEFENSIVE COORDINATOR will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 10th day of January, 2019 and terminating without further notice to DEFENSIVE COORDINATOR on the 30th day of December, 2019 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by DEFENSIVE COORDINATOR, 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 DEFENSIVE COORDINATOR a claim to tenure in employment, nor shall DEFENSIVE COORDINATOR'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of DEFENSIVE COORDINATOR'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay DEFENSIVE COORDINATOR a base annual salary of \$90,000 for the term of this agreement on a bi-weekly basis.

3.2 The DEFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The DEFENSIVE COORDINATOR is

also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service. The DEFENSIVE COORDINATOR may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL 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).

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

4.0 Employee Benefits

4.1 DEFENSIVE COORDINATOR 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) DEFENSIVE COORDINATOR 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 DEFENSIVE COORDINATOR shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to DEFENSIVE COORDINATOR. 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 DEFENSIVE COORDINATOR, or from some other arrangement agreed to by the Athletic Director.
- (c) The DEFENSIVE COORDINATOR 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 DEFENSIVE COORDINATOR further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each FOOTBALL season, DEFENSIVE COORDINATOR shall be entitled to a total of four (4) tickets per home FOOTBALL 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 DEFENSIVE COORDINATOR 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. DEFENSIVE COORDINATOR shall be entitled to retain revenue generated from his/her operation of FOOTBALL 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 DEFENSIVE COORDINATOR shall report annually in writing to the President through the DIRECTOR on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of DEFENSIVE COORDINATOR to verify this report (NCAA Constitution Article 11.3.2).

6.0 Compliance with NCAA, Conference and University Rules

6.1 DEFENSIVE COORDINATOR 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. DEFENSIVE COORDINATOR shall also promote an atmosphere of compliance and monitor the compliance of DEFENSIVE COORDINATOR's staff (NCAA Bylaw 11.1.1). If DEFENSIVE COORDINATOR is found in violation of NCAA regulations, the DEFENSIVE COORDINATOR shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). DEFENSIVE COORDINATOR may be suspended for a period of time, without pay, or the employment of DEFENSIVE COORDINATOR may be terminated if DEFENSIVE COORDINATOR 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, DEFENSIVE COORDINATOR understands that he/she has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). DEFENSIVE COORDINATOR hereby stipulates that if he/she is found to be in violation of NCAA regulations, he/she shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

6.3 DEFENSIVE COORDINATOR 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 DEFENSIVE COORDINATOR 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 FOOTBALL COACH may recommend termination of DEFENSIVE COORDINATOR to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the DEFENSIVE COORDINATOR shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the DEFENSIVE COORDINATOR 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 DEFENSIVE

COORDINATOR as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the DEFENSIVE COORDINATOR is terminated.

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

7.2 DEFENSIVE COORDINATOR may be terminated by the HEAD FOOTBALL 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 DEFENSIVE COORDINATOR 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 FOOTBALL 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, DEFENSIVE COORDINATOR 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 DEFENSIVE COORDINATOR 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, DEFENSIVE COORDINATOR 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 In the event that DEFENSIVE COORDINATOR terminates the contract prior to the first game of the 2019 football season, the DEFENSIVE COORDINATOR will owe the University \$50,000. Payment shall be due one hundred twenty (120) days following notice of termination.

7.8 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.



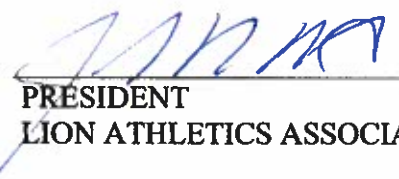
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 1/17/19

Jay Artigues Date
DIRECTOR OF ATHLETICS

 1/17/19

Lance Guidry Date
DEFENSIVE COORDINATOR- FOOTBALL

 1/24/19

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

9 Coach Initial: Ly Admin Initial: 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

DEFENSIVE COORDINATOR

AGREEMENT
DEFENSIVE COORDINATOR

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Lance Guidry the University DEFENSIVE COORDINATOR.

1.0

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

2.0

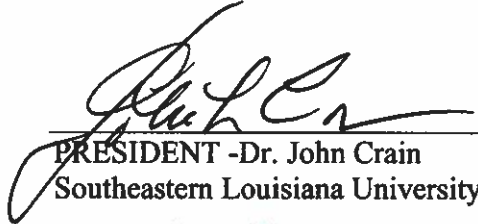
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the COORDINATOR of FOOTBALL in the amount as per the Compensation Section 3.1 and 3.2 of the DEFENSIVE COORDINATOR's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and COORDINATOR of FOOTBALL hereby acknowledge that they have been provided a copy of this agreement and the DEFENSIVE

COORDINATOR'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
Date 1/28/19


Jay Artigues
ATHLETICS DIRECTOR
Date 1/17/19


Lance Guidry
DEFENSIVE COORDINATOR- FOOTBALL
Date 1/17/19


PRESIDENT
LION ATHLETICS ASSOCIATION
Date 1/24/19

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

February 22, 2019

Item G.7. **Southeastern Louisiana University's request for approval of a contract with Mr. Jeremy White, Head Women's Volleyball Coach, effective January 1, 2019.**

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 31, 2019, Coach's base annual salary is \$55,000. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250--Conference Coach of the Year
- \$150--Conference Co-Coach of the Year
- \$10,000--winning NCAA National Championship
- \$2,000--for NCAA Post Season or Conference Season Championship
- \$2,000--for each round advanced NCAA Tournament
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$250--Team average APR above 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. In the event the University terminates the Contract without cause, the Coach shall be entitled to \$15,000 payable by the LAA. In the event Coach terminates the Contract to take another Division 1 head coaching job prior to completion of term, Coach will be liable to the University for \$15,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Jeremy White, Head Women's Volleyball Coach, effective January 1, 2019.*

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

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

1.0 Employment

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

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

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

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

1

Coach Initial:



Admin Initial:



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

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$55,000 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.

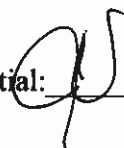
3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.

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.

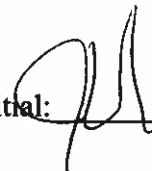
5.0 Contracts for broadcast and/or telecast

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

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

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

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



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

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

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

6.0 Camps and Clinics

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

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

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

University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

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

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for

the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.



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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

7 Coach Initial:  Admin Initial: 

11.3.2).

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University 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 Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

10.2 Pursuant to NCAA Bylaw 11.2.1, COACH understands that he/she has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). COACH hereby stipulates that if he/she is found to be in violation of NCAA regulations, he/she shall be subject to disciplinary or corrective action as set forth in the NCAA

8 Coach Initial:  Admin Initial 

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 WOMEN'S VOLLEYBALL personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

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

12.0 Termination

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

12.2 In the event that COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the COACH will be liable to pay the University \$15,000. COACH will be responsible for the base salary if he/she leaves for a conference school head coaching position. If COACH terminates this contract for any other reason than becoming employed as

9 Coach Initial:  Admin Initial: 

a Division I Head WOMEN'S VOLLEYBALL coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The team's multi-year APR falling below the NCAA minimum at any time during this contract.

12.4 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes

10 Coach Initial:  Admin Initial: 

cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

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

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

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

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

13.0 Fundraising

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

14.0 Force Majeure

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

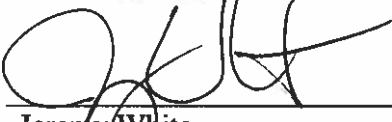
15.0 Severability

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

PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 1/22/19

Jay Artigues Date
DIRECTOR OF ATHLETICS

 1/22/19

Jeremy White Date
HEAD WOMEN'S VOLLEYBALL COACH

 1/24/19

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

13 Coach Initial:  Admin Initial: 

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

AGREEMENT
HEAD WOMEN'S VOLLEYBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Jeremy White the University HEAD WOMEN'S VOLLEYBALL COACH.

1.

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

2.

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

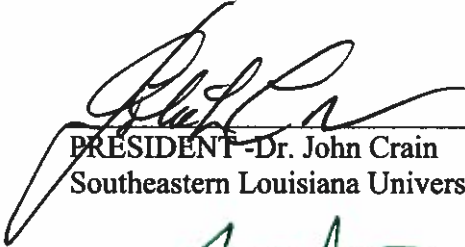
3.

The Lion Athletics Association and Head WOMEN'S VOLLEYBALL 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.

14

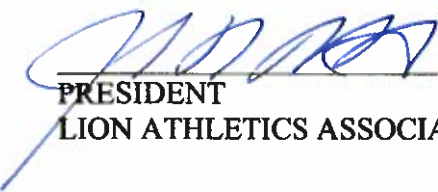
Coach Initial: JS Admin Initial: [Signature]

Entered into this _____ day of _____, 20__.

 1/28/19
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

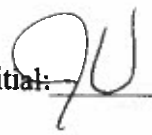

 1/22/19
Jay Arthues Date
ATHLETICS DIRECTOR

 1/22/19
Jeremy White Date
HEAD WOMEN'S VOLLEYBALL COACH

 1/24/19
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

15 Coach Initial:  Admin Initial: 

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.8. University of Louisiana at Lafayette's request for approval of a contract with Mr. Lance Key, Head Soccer Coach, effective January 1, 2019.

EXECUTIVE SUMMARY

This agreement is through January 31, 2024. During this period, Coach shall receive an annual base salary of \$80,000 from the University for the term of the contract. The University 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:

- \$500 if team earns a GPA of 3.3 or above, or team graduation success rate exceeds 80%, and the team academic performance report (APR) is above 930.
- The greater of:
 - \$500 if team wins its Conference regular-season championship;
 - \$1,000 if team wins its Conference soccer tournament; or
 - \$1,000 if team appears in a NCAA soccer tournament.
- The greater of:
 - \$1,000 if team appears in an NCAA Soccer Tournament Sweet Sixteen round;
 - \$1,250 if team appears in an NCAA Soccer Tournament Elite Eight round;
 - \$2,500 if team appears in an NCAA Soccer Tournament Final Four round; or
 - A payment equivalent to one monthly installment of Coach's then-current base salary if the team wins the NCAA Soccer Tournament.
- \$1,000 if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers' Association.
- \$3,000 if Coach is named the National Coach of the Year by the United Soccer Coaches or CaptainU.

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

If the Coach terminates the contract prior to the expiration date, Coach shall be liable to the Foundation for liquidated damages of \$20,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Lance Key, Head Soccer Coach, effective January 1, 2019.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G 8

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

Université des Acadiens

February 1, 2019

RECEIVED
FEB 6 2019
UNIVERSITY OF
LOUISIANA SYSTEM

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Lance Key, Head Soccer Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

Please place this item on the agenda for the February 2019 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie", written over a large, stylized blue scribble.

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
HEAD SOCCER COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

WITNESSETH

WHEREAS, Coach has heretofore provided services to University as Head Coach of University’s Soccer Program (the “Soccer Program”); and

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

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

1. **Employment.** University hereby employs Coach as Head Coach of its Soccer Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Director of Athletics (“Director”). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall commence on the Effective Date, and shall continue in effect until January 31, 2024 (“Initial Term”).
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on January 31, 2025, if at any time during the Initial Term of this Contract the Soccer Program (i) wins the regular-season Women’s Soccer team championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the “Conference”), (ii) wins the Conference Women’s Soccer tournament, or (iii) appears in the National Collegiate Athletic Association (the

“NCAA”) Women’s Soccer tournament. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

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

coaches, student-athlete members of the Soccer Team, graduate assistants, and Soccer 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 Soccer 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 Eighty Thousand Dollars and NO/100 (\$80,000.00), payable in equal monthly installments of Six Hundred Sixty-Six Thousand Dollars and 67/100 (\$6,666.67) on the last day of each month ("Base Salary"). The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In the event that this Contract is extended through January 31, 2025, pursuant to Section 2(b), above, Coach's Base Salary for the period of January 31, 2024, to January 31, 2025, shall not be less than Coach's base salary for the final year of the Initial Term.

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

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

- a. **Automobile Allowance.** Either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and if applicable, his spouse when appropriate, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation. Spousal reimbursement may only be authorized when Coach's spouse is engaged in activities for the benefit of the University, including but not limited to facilitating University events, meetings with donors, and otherwise furthering the development of the University and Soccer Program. Any reimbursement pursuant to this Section 6(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee;
- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month; and
- d. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. Any such reimbursement pursuant to this Section 6(d) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.

7. Achievement Compensation.

- a. **Head Coach Achievement Compensation.** During Coach's employment as Soccer Coach, University shall pay to Coach, with funds provided by the Foundation from the Foundation's Unrestricted Athletic Funds, all of the following Achievement Compensation payments which may apply per year of this Contract in recognition of Coach's efforts in contributing to the occurrence of each respective achievement:
 - i. **Academic Achievement Compensation.** A payment of five Hundred Dollars and NO/100 (\$500.00) 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 Soccer Team's cumulative Academic Performance Report (APR) average is above 930:
 1. The Soccer Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or

2. The Soccer Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 3. The graduation success rate of the Soccer Program as reported by the NCAA exceeds eighty (80%) percent.
- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply per Soccer season:

1. The greater of:

- a. Five Hundred Dollars and NO/100 (\$500.00) if the Soccer Team wins its Conference regular-season championship;
- b. One Thousand Dollars and NO/100 (\$1,000.00) if the Soccer Team wins its Conference Women's Soccer tournament; or
- c. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Soccer Team appears in the NCAA Women's Soccer tournament;

and

2. The greater of:

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

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

1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers Association, provided that only one such payment shall be issued even if Coach is named Coach of the Year by both organizations; and
2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by United Soccer Coaches or CaptainU, provided that only one such payment shall be issued even if Coach is named Coach of the Year by both organizations.

- b. **Assistant Coach Achievement Compensation.** University acknowledges the Soccer Assistant Coaches and any Director of Soccer Operations (collectively, "Soccer Assistants") will contribute valuably to the occurrence of the Soccer Program's achievements. In recognition of such contributions, University shall pay to each paid Soccer Assistant, with funds provided by the Foundation from the Foundation's Unrestricted Athletic Funds, an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during the Soccer Assistant's employment as a Soccer Assistant. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.
- c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Soccer Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any criminal law of any state or federal government.

Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Soccer Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
9. **Camps and Clinics.** With prior approval of Director, President, and University's Vice President for Administration and Finance ("VPAF"), which approval shall not be unreasonably withheld, Coach may hold soccer camps and clinics on University soccer facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.
 10. **Outside Income and/or Benefits.** Coach may receive income, revenue, and benefits from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom.
 11. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President, which shall not be unreasonably withheld.
 12. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall he use his employee standing as Head Soccer 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 Soccer Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

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

14. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 14(a)(i) shall be issued by University with funds provided by the Foundation from the Foundation's Unrestricted Athletic Funds to be used in University's discretion in compliance with Foundation's exempt purpose.
- ii. Payment of liquidated damages under this Section 14(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of such liquidated damages, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to:
 1. A material failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;

3. A knowing failure to comply with a lawful directive from Director or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failure to prevent, and/or failure to report any Soccer Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Soccer Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 7. Prolonged absence from University without University's consent;
 8. Unacceptable performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
 9. A material failure to administer the Soccer Program in conformity with sound fiscal management practices, including, but not limited to, a material failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University shall provide Coach with a reasonable opportunity to remedy and/or correct any

grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

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

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Twenty Thousand Dollars and NO/100 (\$20,000.00).
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

16. Automatic Termination. This Contract shall automatically terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Soccer Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.

17. Non-Discrimination. Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of

players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall require and encourage his staff to participate in training programs offered by University. Furthermore, Coach shall be responsible for and shall require his staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

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

19. Miscellaneous.

- a. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by the Board.
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction but in any event not later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
20. **Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

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

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

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

Coach:
 Lance Key
 26914 Oleander Chase
 Boerne, Texas 78015

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**



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

2/5/19
Date

Lance Key, Coach



January 24, 2019
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 SOCCER 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 Lance Key ("Coach").

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

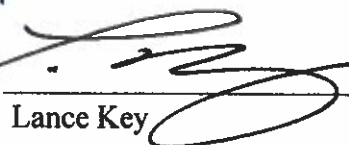
The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract.

Entered into this 5th day of February, 2019.



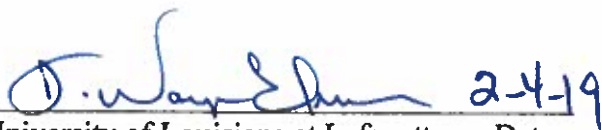
Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

Date



Lance Key

1/24/19
Date



University of Louisiana at Lafayette
Foundation

Date

By: Wayne Elmore, Chairman

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

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.9. University of Louisiana at Lafayette's request for approval of a contractual amendment with Mr. Michael Desormeaux, Assistant Football Coach, effective January 1, 2019.

EXECUTIVE SUMMARY

The University is extending the contract end date from February 28, 2019 to February 28, 2020. All other terms and conditions of the original contract shall remain in full force and effect and shall apply to the Extended Initial Term to the same extent that they applied to the Initial Term.

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 contractual amendment with Mr. Michael Desormeaux, Assistant Football Coach, effective January 1, 2019.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G 9

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

Université des Acadiens

February 1, 2019

RECEIVED

FEB 6 2019

UNIVERSITY OF
LOUISIANA SYSTEM

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

Dear Dr. Henderson:

This is to request approval of the attached amended contract between the University of Louisiana at Lafayette and Mr. Michael Desormeaux, Assistant Football Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

Please place this item on the agenda for the February 2019 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of January, 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 MICHAEL DESORMEAUX (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” 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 21, 2018 (the “Contract”), for Coach to be employed as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions set forth therein;

WHEREAS, Section 2(a) provides that the Contract’s Initial Term shall terminate on February 28, 2019;

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; and

WHEREAS, the parties mutually desire to extend the Contract’s Initial Term for one (1) additional year, expiring on February 28, 2020.

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. The Contract’s Initial Term as set forth in Section 2(a) of the Contract is hereby extended to, and now terminates on, February 28, 2020 (“Extended Initial Term”).
2. All other terms and conditions of the Contract shall remain in full force and effect, and shall apply to the Extended Initial Term to the same extent that they applied to the Initial Term.

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

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**

Michael Desormeaux, Coach

JPM/DB


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

2/5/19
Date



Date

2/4/19
Date

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

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

CONFIRMATION

AND NOW comes the University of Louisiana at Lafayette Foundation (the "Foundation"), represented herein by its Chairman, Wayne Elmore, duly authorized to act on behalf of the Foundation, which, having entered into that certain Ancillary Agreement to Contract for Employment, Assistant Football Coach, between University and Michael Desormeaux (the "Contract"), with said Ancillary Agreement binding the Foundation for the limited obligations of the Foundation set forth in Sections 8 and 13 through 15 of the Contract, hereby confirms that the Foundation shall remain bound for said limited obligations during the Extended Initial Term of the Contract as set forth in the above and foregoing First Amendment to Contract for Employment, Assistant Football Coach.



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

2/4/19
Date

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

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

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

ATHLETIC COMMITTEE

February 22, 2019

- Item G.10.** University of Louisiana at Lafayette's request for approval of a contractual amendment with Mr. David Looney, Jr., Assistant Football Coach, effective January 1, 2019.

EXECUTIVE SUMMARY

The University is extending the contract end date from February 28, 2019 to February 28, 2020. All other terms and conditions of the original contract shall remain in full force and effect and shall apply to the Extended Initial Term to the same extent that they applied to the Initial Term.

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 contractual amendment with Mr. David Looney, Jr., Assistant Football Coach, effective January 1, 2019.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G 1 0

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

Université des Acadiens

February 1, 2019

RECEIVED

FEB 6 2019

**UNIVERSITY OF
LOUISIANA SYSTEM**

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

Dear Dr. Henderson:

This is to request approval of the attached amended contract between the University of Louisiana at Lafayette and Mr. David Looney, Jr., Assistant Football Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

Please place this item on the agenda for the February 2019 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large loop at the end.

E. Joseph Savoie
President

svc

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of January, 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 **DAVID LOONEY, JR.**, (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” 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 18, 2018 (the “Contract”), for Coach to be employed as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions set forth therein;

WHEREAS, Section 2(a) provides that the Contract’s Initial Term shall terminate on February 28, 2019;

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; and

WHEREAS, the parties mutually desire to extend the Contract’s Initial Term for one (1) additional year, expiring on February 28, 2020.

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. The Contract’s Initial Term as set forth in Section 2(a) of the Contract is hereby extended to, and now terminates on, February 28, 2020 (“Extended Initial Term”).
2. All other terms and conditions of the Contract shall remain in full force and effect, and shall apply to the Extended Initial Term to the same extent that they applied to the Initial Term.

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

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**

David Looney, Jr., Coach

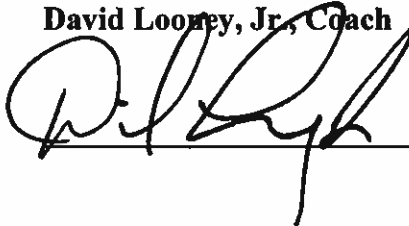
JP MCB



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

Date

2/5/19



Date

2/4/19

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

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

CONFIRMATION

AND NOW comes the University of Louisiana at Lafayette Foundation (the "Foundation"), represented herein by its Chairman, Wayne Elmore, duly authorized to act on behalf of the Foundation, which, having entered into that certain Ancillary Agreement to Contract for Employment, Assistant Football Coach, between University and David Looney, Jr., (the "Contract"), with said Ancillary Agreement binding the Foundation for the limited obligations of the Foundation set forth in Sections 8 and 13 through 15 of the Contract, hereby confirms that the Foundation shall remain bound for said limited obligations during the Extended Initial Term of the Contract as set forth in the above and foregoing First Amendment to Contract for Employment, Assistant Football Coach.



University of Louisiana at Lafayette
Foundation

Date

2/4/19

By: Wayne Elmore, Chairman

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

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

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.11. University of Louisiana at Lafayette's request for approval of a contractual amendment with Mr. Patrick Toney, Assistant Football Coach, effective January 1, 2019.

EXECUTIVE SUMMARY

The University is extending the contract end date from February 28, 2019 to February 28, 2020. All other terms and conditions of the original contract shall remain in full force and effect and shall apply to the Extended Initial Term to the same extent that they applied to the Initial Term.

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 contractual amendment with Mr. Patrick Toney, Assistant Football Coach, effective January 1, 2019.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G 11

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

Université des Acadiens

February 1, 2019

RECEIVED

FEB 6 2019

UNIVERSITY OF
LOUISIANA SYSTEM

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

Dear Dr. Henderson:

This is to request approval of the attached amended contract between the University of Louisiana at Lafayette and Mr. Patrick Toney, Assistant Football Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

Please place this item on the agenda for the February 2019 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,



E. Joseph Savoie
President

svc

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of January, 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 **PATRICK TONEY** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” 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 3, 2018 (the “Contract”), for Coach to be employed as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions set forth therein;

WHEREAS, Section 2(a) provides that the Contract’s Initial Term shall terminate on February 28, 2019;

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; and

WHEREAS, the parties mutually desire to extend the Contract’s Initial Term for one (1) additional year, expiring on February 28, 2020.

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. The Contract’s Initial Term as set forth in Section 2(a) of the Contract is hereby extended to, and now terminates on, February 28, 2020 (“Extended Initial Term”).
2. All other terms and conditions of the Contract shall remain in full force and effect, and shall apply to the Extended Initial Term to the same extent that they applied to the Initial Term.

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

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**

Patrick Toney, Coach

of MDS

Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette
Date 2/5/19

Patrick Toney
Date

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

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

CONFIRMATION

AND NOW comes the University of Louisiana at Lafayette Foundation (the "Foundation"), represented herein by its Chairman, Wayne Elmore, duly authorized to act on behalf of the Foundation, which, having entered into that certain Ancillary Agreement to Contract for Employment, Assistant Football Coach, between University and Patrick Toney (the "Contract"), with said Ancillary Agreement binding the Foundation for the limited obligations of the Foundation set forth in Sections 8 and 13 through 15 of the Contract, hereby confirms that the Foundation shall remain bound for said limited obligations during the Extended Initial Term of the Contract as set forth in the above and foregoing First Amendment to Contract for Employment, Assistant Football Coach.

Wayne Elmore 2-4-19
University of Louisiana at Lafayette
Foundation
By: Wayne Elmore, Chairman
Date

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

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

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.12. University of Louisiana at Lafayette's request for approval of a contractual amendment with Mr. Troy Wingerter, Director of Football Operations, effective January 1, 2019.

EXECUTIVE SUMMARY

The University is extending the contract end date from February 28, 2019 to February 28, 2020. All other terms and conditions of the original contract shall remain in full force and effect and shall apply to the Extended Initial Term to the same extent that they applied to the Initial Term.

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 contractual amendment with Mr. Troy Wingerter, Director of Football Operations, effective January 1, 2019.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G 12

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

Université des Acadiens

February 1, 2019

RECEIVED

FEB 6 2019

UNIVERSITY OF
LOUISIANA SYSTEM

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

Dear Dr. Henderson:

This is to request approval of the attached amended contract between the University of Louisiana at Lafayette and Mr. Troy Wingerter, Director of Football Operations. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

Please place this item on the agenda for the February 2019 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
DIRECTOR OF FOOTBALL OPERATIONS**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of January, 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 **TROY WINGERTER**, (“Wingerter”). The Board and Wingerter may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” 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 Wingerter entered into a Contract for Employment effective January 1, 2018 (the “Contract”), for Wingerter to be employed as Director of Football Operations for University’s Football Program (the “Football Program”) under the terms and conditions set forth therein;

WHEREAS, Section 2(a) provides that the Contract’s Initial Term shall terminate on February 28, 2019;

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; and

WHEREAS, the parties mutually desire to extend the Contract’s Initial Term for one (1) additional year, expiring on February 28, 2020.

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. The Contract’s Initial Term as set forth in Section 2(a) of the Contract is hereby extended to, and now terminates on, February 28, 2020 (“Extended Initial Term”).
2. All other terms and conditions of the Contract shall remain in full force and effect, and shall apply to the Extended Initial Term to the same extent that they applied to the Initial Term.

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

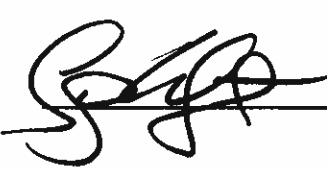
IN WITNESS WHEREOF, Wingerter and the duly authorized representative of Board have executed this Amendment on the dates indicated below.

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

**Troy Wingerter, Director of
Football Operations**

SR MDS


Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette
Date 2/5/19



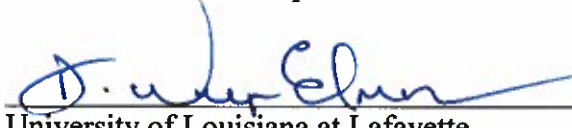
Date 1/27/19

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

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

CONFIRMATION

AND NOW comes the University of Louisiana at Lafayette Foundation (the "Foundation"), represented herein by its Chairman, Wayne Elmore, duly authorized to act on behalf of the Foundation, which, having entered into that certain Ancillary Agreement to Contract for Employment, Director of Football Operations, between University and Troy Wingerter, (the "Contract"), with said Ancillary Agreement binding the Foundation for the limited obligations of the Foundation set forth in Sections 8 and 13 through 15 of the Contract, hereby confirms that the Foundation shall remain bound for said limited obligations during the Extended Initial Term of the Contract as set forth in the above and foregoing First Amendment to Contract for Employment, Director of Football Operations.



University of Louisiana at Lafayette
Foundation
Date 2/4/19
By: Wayne Elmore, Chairman

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

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

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

ATHLETIC COMMITTEE

February 22, 2019

- Item G.13.** University of Louisiana at Monroe's request for approval of a contract with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective January 1, 2019.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through December 31, 2019, Coach's annual salary is \$150,000.

In the event the University terminates the contract without cause, Coach shall be entitled to the remaining base salary that Coach would have earned during the current fiscal year, not to exceed a total of two months' base salary. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective January 1, 2019.*



Office of the President

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

G 13

January 31, 2019

RECEIVED

FEB 1 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 Mr. Mike Collins, Assistant Head Football Coach/Defensive Coordinator, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Bruno', with a long horizontal flourish extending to the right.

Nick J. Bruno, Ph.D.
President

#TAKEFLIGHT

CONTRACT OF EMPLOYMENT

ASSISTANT HEAD FOOTBALL COACH / DEFENSIVE COORDINATOR

STATE OF LOUISIANA

PARISH OF OUACHITA

This Agreement is made and entered into effective as of the 1st day of January, 2019, between the **UNIVERSITY OF LOUISIANA AT MONROE** and through its President (hereinafter referred to as the "UNIVERSITY") and **MIKE COLLINS** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the "Board"), the management board for the 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 UNIVERSITY does hereby employ COACH as Assistant Head Football Coach / Defensive Coordinator and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President, Director of Intercollegiate Athletics (Athletics Director), and Head Football Coach. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for *causal* termination by the UNIVERSITY as set forth in section 8.2 of this contract.

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on January 1, 2019, and terminating without further notice to COACH on December 31, 2019, 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 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, or 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, UNIVERSITY shall pay COACH a base annual salary of \$150,000, payable on a bi-weekly basis.

3.2 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 8.0 of this contract. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

4.0 Athletics Competition Incentive

4.1 COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Football Coach and approved by the Athletics Director from the pool of incentive funds that may be allocated to the Head Football Coach from UNIVERSITY athletic auxiliary funds. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.

5.0 Employee Benefits

5.1 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.

5.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Assistant Head Football Coach / Defensive Coordinator position:

- (a) Monthly cell phone allowance of \$45 per month to be included in the COACH'S bi-weekly payroll check
- (b) 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 has no obligation to furnish the vehicle to COACH. The

arrangements for a vehicle will be made by the Director of Athletics. Should a courtesy/leased vehicle arrangement not be made through a local dealership, COACH may receive a monthly vehicle allowance not to exceed \$300. The UNIVERSITY will disperse the allowance to COACH using normal UNIVERSITY payroll procedures.

6.0 Outside Income - Subject to Compliance with Board Rules

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

7.0 Compliance with Law, Policy and Regulations

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

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

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

8.0 Termination

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

8.2 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 Assistant Head Football Coach / Defensive Coordinator; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; or (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation). All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.2.1 In lieu of termination for cause, and apart from any rights it may have under this Section 8.0, 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.

8.3 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 two 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.

8.4 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The liquidated damages shall be due and payable to the UNIVERSITY in a lump sum within sixty (60) days of the date of termination.

8.5 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of

financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of programs and services. In the event of such termination, COACH will receive one (1) month notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY's sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.6 If the current Head Football Coach departs the UNIVERSITY or is reassigned to another position at the UNIVERSITY for any reason whatsoever (voluntary or involuntarily) prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) calendars days from the employment termination or reassignment date for the Head Football Coach, and the UNIVERSITY is not liable to COACH for any amounts whatsoever that would have been owed to Coach under this agreement but for this termination or reassignment.

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

9.0 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.

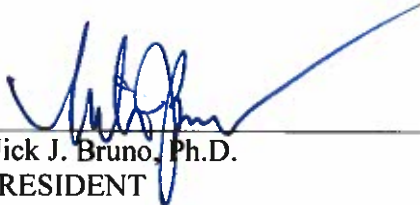
10.0 Governing Law

This agreement shall be governed by and construed under the laws of the State of Louisiana.

11.0 Entire Agreement

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

ACKNOWLEDGED AND AGREED TO BY:



Nick J. Bruno, Ph.D.
PRESIDENT
UNIVERSITY OF LOUISIANA AT MONROE

ACKNOWLEDGED AND AGREED TO BY:



Mike Collins
ASSISTANT HEAD FOOTBALL COACH
/ DEFENSIVE COORDINATOR

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

Dr. Jim Henderson
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

February 22, 2019

- Item G.14.** University of Louisiana at Monroe's request for approval of a contract with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective January 1, 2019.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through December 31, 2019, Coach's annual salary is \$120,000.

In the event the University terminates the contract without cause, Coach shall be entitled to the remaining base salary that Coach would have earned during the current fiscal year, not to exceed a total of two months' base salary. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective January 1, 2019.



Office of the President

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

G 14

January 31, 2019

RECEIVED

FEB 1 2019

UNIVERSITY OF
LOUISIANA SYSTEM

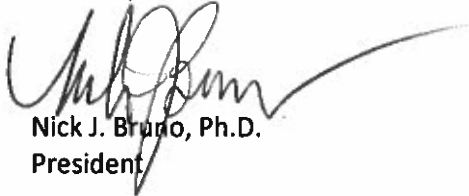
Dr. James B. Henderson President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract for Mr. Matt Kubik, Assistant Football Coach/Offensive Coordinator, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.
President

#TAKEFLIGHT

CONTRACT OF EMPLOYMENT

ASSISTANT FOOTBALL COACH / OFFENSIVE COORDINATOR

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into effective as of the 1st day of January, 2019, between the **UNIVERSITY OF LOUISIANA AT MONROE** and through its President (hereinafter referred to as the "UNIVERSITY") and **MATT KUBIK** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the "Board"), the management board for the 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 UNIVERSITY does hereby employ COACH as Assistant Football Coach / Offensive Coordinator and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President, Director of Intercollegiate Athletics (Athletics Director), and Head Football Coach. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for *causal* termination by the UNIVERSITY as set forth in section 8.2 of this contract.

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on January 1, 2019, and terminating without further notice to COACH on December 31, 2019, 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 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, or 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, UNIVERSITY shall pay COACH a base annual salary of \$120,000, payable on a bi-weekly basis.

3.2 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 8.0 of this contract. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

4.0 Athletics Competition Incentive

4.1 COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Football Coach and approved by the Athletics Director from the pool of incentive funds that may be allocated to the Head Football Coach from UNIVERSITY athletic auxiliary funds. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.

5.0 Employee Benefits

5.1 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.

5.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Assistant Football Coach / Offensive Coordinator position:

- (a) Monthly cell phone allowance of \$45 per month to be included in the COACH'S bi-weekly payroll check
- (b) 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 has no obligation to furnish the vehicle to COACH. The arrangements for a vehicle

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

7.0 Compliance with Law, Policy and Regulations

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

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

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

8.0 Termination

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

8.2 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 Assistant Head Football Coach / Defensive Coordinator; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; or (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation). All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.2.1 In lieu of termination for cause, and apart from any rights it may have under this Section 8.0, 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.

8.3 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 two 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.

8.4 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The liquidated damages shall be due and payable to the UNIVERSITY in a lump sum within sixty (60) days of the date of termination.

8.5 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of

financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of programs and services. In the event of such termination, COACH will receive one (1) month notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY's sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.6 If the current Head Football Coach departs the UNIVERSITY or is reassigned to another position at the UNIVERSITY for any reason whatsoever (voluntary or involuntarily) prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) calendars days from the employment termination or reassignment date for the Head Football Coach, and the UNIVERSITY is not liable to COACH for any amounts whatsoever that would have been owed to Coach under this agreement but for this termination or reassignment.

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

9.0 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.

10.0 Governing Law

This agreement shall be governed by and construed under the laws of the State of Louisiana.

11.0 Entire Agreement

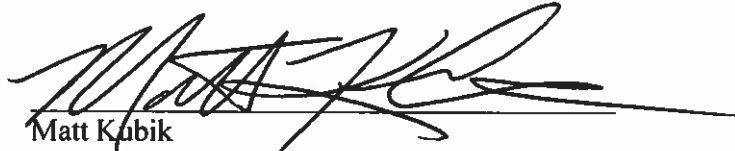
This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, offer letters, letters of appointment, and/or memoranda of understanding.

ACKNOWLEDGED AND AGREED TO BY:



Nick J. Bruno, Ph.D.
PRESIDENT
UNIVERSITY OF LOUISIANA AT MONROE

ACKNOWLEDGED AND AGREED TO BY:



Matt Kubik
ASSISTANT FOOTBALL COACH
/ OFFENSIVE COORDINATOR

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

Dr. Jim Henderson
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.15. University of Louisiana at Monroe's request for approval of a contract with Mr. Keith Richard, Head Men's Basketball Coach, effective May 1, 2019.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2023, Coach's annual salary is \$225,000. In addition, Coach shall receive a \$10,000 salary adjustment for finishing with a winning record in regular season conference competition.

The University of Louisiana at Monroe Athletic Foundation (ULMAF) may pay athletics competition incentives based on certain specified achievements, as follows:

- \$25,000 for finishing in first place in the regular season conference standings;
- \$10,000 for winning the conference tournament or earning an at-large bid in the NCAA Division 1 Basketball Tournament;
- \$5,000 for each win in the NCAA Division 1 Basketball Tournament.

The salary adjustment and athletics competition incentives will only be awarded if the team's annual APR score of that particular year is above the minimum threshold as declared by the NCAA (currently 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 men'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 ULMAF 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 the contract with Mr. Keith Richard, Head Men's Basketball Coach, effective May 1, 2019.*



Office of the President

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

G 15

January 31, 2019

RECEIVED

FEB 1 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 Mr. Keith Richard, Head Men's Basketball Coach, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Bruno', written over a horizontal line.

Nick J. Bruno, Ph.D.
President

#TAKEFLIGHT

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

**STATE OF LOUISIANA
PARISH OF OUACHITA**

This agreement is made and entered into effective as of the 1st day of May, 2019, between the **UNIVERSITY OF LOUISIANA AT MONROE** (hereinafter referred to as the "University") and through its President, and **KEITH RICHARD** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The **UNIVERSITY OF LOUISIANA AT MONROE ATHLETIC FOUNDATION, INC.** (hereinafter referred to as "Foundation") joins in this agreement consenting to the obligations incurred by the Foundation herein.

1.0 Employment

1.1 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 the men'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 "Athletic Director") and shall confer with the Athletic Director 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 Athletic 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 athletic programs.

1.5 COACH shall be expected to participate in an appropriate number of non-conference "guarantee" 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 COACH is expected to participate in pre- and post-game interviews conducted in conjunction with broadcasts of 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 Athletic Director, or his/her designee, and the appropriate Foundation representative, to ensure that such activities are in compliance with University policies.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on May 1, 2019, and terminating without further notice to COACH on April 30, 2023, 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 Beginning with the 2019-2020 season, if the men's basketball team's 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 \$225,000 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. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service, provided that such pay adjustment can be sustained by the budget for intercollegiate athletics as determined by the University in its sole discretion.

3.3 The University shall pay COACH a \$10,000 salary adjustment for finishing with a “winning record” in regular season conference competition. This salary adjustment will take effect September 1st 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.

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

4.0 Employee Benefits

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

4.2 COACH 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 may 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 sources outside of the University, 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 Athletic Director and the Foundation.

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

4.5 For each basketball season, COACH shall be entitled to a total of twelve (12) tickets per home basketball game and four (4) tickets to all other ULM home athletic competitions.

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) Twenty-five thousand (\$25,000) dollars for finishing in first place in the regular season conference standings.
- (b) Ten thousand (\$10,000) dollars for winning the conference tournament or earning an at-large bid in the NCAA Division I Basketball Tournament.
- (c) Five thousand (\$5,000) dollars for each win in the NCAA Division I Basketball Tournament.

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 men'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.

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

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 Men's Basketball Team.

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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. COACH understands, acknowledges, and agrees that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). COACH hereby stipulates that if COACH is found to be in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action

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

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

10.0 Men's 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.

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 Men's Basketball Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other University employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, 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. New employment shall not be less than rate paid to previous person in that same position. Failure of COACH to make reasonable efforts to secure full-time employment in the

coaching profession as described above shall be cause for the release of the University from any obligation to make further payments.

11.5 In the event COACH terminates the Contract to become a head men'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 men'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 and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

12.0 Severability

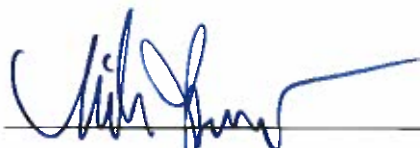
If any provision of the Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

13.0 Force Majeure

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

14. 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.



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

1/29/19

Date



Keith Richard
Head Men's Basketball Coach

1-28-19

Date



Ron Bush
President
ULM Athletic Foundation, Inc.

1-29-19

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

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

ATHLETIC COMMITTEE

February 22, 2019

Item G.16. University of New Orleans' request for approval of its Athletic Home Game Complimentary Ticket Policy.

EXECUTIVE SUMMARY

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. UNO seeks approval to adopt its athletic complimentary ticket policy. The Athletic Complimentary Ticket Policy addresses complimentary tickets for Men's and Women's Basketball, and Baseball games.

The complimentary ticket policy generally reflects the number of tickets per person per game. The actual 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 the University of New Orleans' request for approval of its Athletic Home Game Complimentary Ticket Policy.



G 16

THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

January 24, 2019

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

Re: Approval of Athletic Home Game Complimentary Ticket Policy

Dear Dr. Henderson,

I am requesting approval of an Athletic Home Game Complimentary Ticket Policy at the University of New Orleans.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President



THE UNIVERSITY of
NEW ORLEANS

Policy No: AP-OP-27.1
TITLE: Athletic Home Game
Complimentary Tickets
EFFECTIVE DATE: January 3, 2019
CANCELLATION:
REVIEW DATE: Spring 2021

ADMINISTERED BY: Office of the President

PURPOSE

The purpose of this policy is to comply with the National Collegiate Athletic Association (NCAA), Conference, State of Louisiana and the University of Louisiana System policies, rules, and regulations as related to all matters pertaining access to athletic home games and associated complimentary tickets.

AUTHORITY

Chapter Five, Section IV. Tickets and Passes of the University of Louisiana System and Part Two, Chapter III, Section IV of the Bylaws and Rules of the University of Louisiana System.

GENERAL POLICY

The Department of Intercollegiate Athletics allocates and distributes complimentary admissions to the men and women's basketball and baseball athletics events to promote the objectives of the Department of Intercollegiate Athletics. All policies have been developed in the best interests of the Department of Intercollegiate Athletics and are in compliance with University and NCAA policies and procedures.

Athletic Department Staff

Complimentary admissions are available to all Department of Intercollegiate Athletics full-time staff members. Each staff member may receive up to four complimentary tickets to each home game unless otherwise indicated in the employee's contract.

Students

All UNO full-time enrolled students will be admitted without charge to all home athletic events by presenting a valid UNO student I.D. at gate entrance to Official UNO Athletic personnel. Guest tickets are NOT available.

Student-Athletes

Per NCAA Bylaw 16.2.1.2., "complimentary admissions shall be provided only through a pass list for individuals designated by the student-athlete". STUDENT-ATHLETES MAY NOT RECEIVE PAYMENT FOR COMPLIMENTARY ADMISSIONS, NOR EXCHANGE THEM FOR ANY ITEM OF VALUE. No changes can be made without approval of the athletic compliance office and must be received 90 minutes prior to game start. The Ticket Manager, in conjunction with the athletic compliance office, is responsible for the proper administration of the complimentary admissions program.

Prospective Student-Athletes

To obtain complimentary admission (for a prospective student-athlete) the coach (recruiter) must complete an Official Visit Request Form or Unofficial Visitation Form, available from Director of Compliance. Requests must be complete no later than 90 minutes prior to the game start. Requests that have incomplete information will be rejected and tickets will not be provided until the request has been completed properly. A photo I.D. will be requested as proof for identification and a signature will be needed per recipient for compliance with NCAA rules and regulations.

Visiting Team Student-Athletes

Game contracts will specify the amount of tickets for each visiting institution. Southland Conference schools will abide by the policies set out in the Southland Conference Operating Code, varying by sport. All visiting institution guests must have valid photo I.D. and provide a signature for compliance with NCAA rules and regulations.

High School Coaches

Any high school coach who presents a valid high school coach's I.D. can receive up to 2 complimentary tickets.

Post-Season Events

Complimentary tickets for post-season events will be distributed in accordance with the regular home events policy for compliance with NCAA rules and regulations.

Other University Departments

Requests for complimentary tickets from other University departments will be reviewed and approved by the Director of Athletics. The use of complimentary tickets for both university and external purposes shall be approved by the Director of Athletics.

John W. Nicklow
President
University of New Orleans