

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

**ATHLETIC COMMITTEE**

**October 24, 2019**

**Item F.1.**      **McNeese State University's** request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2019.

**EXECUTIVE SUMMARY**

Under this one-year agreement, through June 30, 2022, Coach will earn \$88,400 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

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

- If between July 1, 2019 and June 30, 2020, Coach shall pay University 50% of the sum total of the base salary plus any pay increases.
- If between July 1, 2020 and June 30, 2021, Coach shall pay University 35% of the sum total of the base salary plus any pay increases.
- If between July 1, 2021 and the official end of the McNeese baseball season, including post season play, Coach shall pay University 25% of the sum total of the base salary plus any pay increases.

## 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. Justin Hill, Head Baseball Coach, effective July 1, 2019.*



F 1

October 3, 2019

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

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval of the contractual agreement with Justin Hill, Head Baseball Coach effective July 1, 2019.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 24, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

**McNEESE STATE UNIVERSITY**  
**Head Baseball 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 **JUSTIN W. HILL** (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 Baseball Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Baseball** 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 **1st day of July 2019**, and terminating without further notice to COACH on the **30th day of June 2022** unless extended under the terms of this 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 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 a base annual salary for the term of this contract in the amount of **\$88,400**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. Coach is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.6 In addition to the above salary, the McNeese Foundation (Foundation) shall pay an annual premium benefit in the amount of **\$11,600** in monthly installments of **\$966.66**. 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 **Baseball** Team.

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

#### 5.0 Camps and Clinics

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

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

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

## **7.0 Employee Benefits**

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

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

- 8.1 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 **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 (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

## **9.0 Apparel, Equipment Endorsements**

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

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

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

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

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

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

- 12.1 COACH shall be eligible to receive a financial incentive for academic success within the **Baseball** 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 Baseball 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 agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 14.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day’s regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.
- 14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, 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, COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts. 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 contract term. If COACH should gain other employment during the period of contract, the amount due COACH will be reduced by the amount of compensation received from other employment.
- 14.5 In the event COACH terminates this Contract without cause to accept a position as a head or assistant baseball coach at a different Division I University, COACH shall be liable and shall pay the University within 60 days of termination the following described liquidated damages:
- If COACH terminates the contract between July 1, 2019 and June 30, 2020, COACH shall pay University 50% of the sum total of the base salary described in Section 3.1 and any increases described in Section 3.5.
  - If COACH terminates the contact between July 1, 2020 and June 30, 2021, COACH shall pay University 35% of the sum total of the base salary described in Section 3.1 and any increases described in Section 3.5.
  - If COACH terminates the contract between July 1, 2021 and the official end of the McNeese baseball season, including post season play, COACH shall pay University 25% of the sum total of the base salary described in Section 3.1 and any increases described in Section 3.5.

- If Coach terminates this contract for any other reason than becoming employed as a head or assistant **baseball** coach at a different Division I University, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation or liability to the University.

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

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

**15.0 Fundraising**

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

**16.0 Severability**

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

**17.0 Force Majeure**

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

**18.0 Previous Agreements**

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

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

WITNESSES:

Cathy Deville

Cathy Deville

Melissa Northcutt

Deb Kingrey

Justin W. Hill

Justin W. Hill, Head Baseball Coach  
McNeese State University

Date 8/14/19

Fred Bruce Hemphill

Fred Bruce Hemphill, Director of Athletics  
McNeese State University

Date 8/14/19

Richard Reid

Richard Reid, Vice President  
McNeese Foundation

Date 8/14/19

Dr. Daryl V. Burckel

Dr. Daryl V. Burckel, President  
McNeese State University

Date 8-14-19

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**

**October 24, 2019**

**Item F.2.**     **Northwestern State University's** request for approval of a revised athletic supplemental compensation policy.

**EXECUTIVE SUMMARY**

The Northwestern State University Athletic Department is updating its policy for coach and staff salary supplements, as it relates to supplements made to base salaries and supplements provided for team competitive success. The new policy shall be in effect for all 14 sports for the 2019-20 year and subsequent years. The following guidelines will be in effect for an individual to receive a salary supplement:

- A University coach or athletic staff member may receive a salary supplement from the Demons Unlimited Foundation with the approval of the Director of Athletics and with the concurrence of the University President. The amount of the supplement shall be reflected in the employment contracts of head coaches or staff members and the Foundation contracts for other coaches or staff members.
- Supplemental compensation for coaches whose teams win conference championships and/or advance to post-season competition will not exceed \$2,000 for head coaches, \$1,000 for associate or assistant coaches, and \$500 for part-time or temporary coaches. Compensation may be provided for conference championships in either regular season or post-season tournament competition, but not for winning championships in both the regular season and post-season tournaments in the same year.
- Compensation for success in post-season competition shall be defined in the contract or letter of appointment for each head coach. Associate and assistant coaches shall receive compensation for success in post-season competition at a rate of one-half of the amount designated for the head coach for the same level of success. This post-season compensation schedule shall be applicable for the following sports at NSU--football, women's volleyball, women's soccer, men's basketball, women's basketball, baseball and softball.
- Coaches in the sports of men's and women's cross country, men's and women's indoor track, men's and women's outdoor track, and women's tennis shall receive compensation for post-season competitive success if such success is stipulated in a contract or letter of appointment.

- Coaches and members of the academic staff may receive supplemental compensation for academic success based on a previously approved plan by the ULS Board of Supervisors.

The supplement received will be treated as University payroll and will be subject to all withholdings, such as retirement, federal and state taxes, and other customary withholdings. Supplemental compensation will not exceed the amounts specified, but compensation paid under this agreement could be less, or not provided at all if funding is not available through the Demons Unlimited Foundation. Payments under this agreement will not be made until the Board of Supervisors approves the personnel actions.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a revised athletic supplemental compensation policy.***



F 2

**September 26, 2019**

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

**Re: Revised Athletic Supplemental Compensation Policy**

**Dear Dr. Henderson:**

**Northwestern State University is requesting to submit the attached *Revised Athletic Supplemental Compensation Policy* to be placed on the agenda for approval at the October 2019 Board Meeting.**

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

**Sincerely,**

**Dr. Chris Maggio  
President**

**Attachment**



# NORTHWESTERN STATE UNIVERSITY

---

Department of Athletics

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

September 27, 2019

To: Dr. Chris Maggio, President

From: Greg Burke, Director of Athletics

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

Dr. Maggio, please find enclosed information to be included in the NSU packet for the University of Louisiana System Board of Supervisors meeting on October 24. Specifically, the athletic department seeks approval to update a policy related to salary and performance supplements.

Please let me know if you have questions or need clarification on any of this.

Thank you.

Cc: Jerry Pierce



# NORTHWESTERN STATE UNIVERSITY

---

Department of Athletics

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

## **NORTHWESTERN STATE UNIVERSITY ATHLETIC DEPARTMENT SUPPLEMENTAL COMPENSATION UPDATED POLICY**

**Effective October 24, 2019**

### **Salary Supplement for Coaches and Staff**

This proposed plan for salary supplements for athletic coaches will amend an April 2008 Board of Supervisors for the University of Louisiana System approved plan and upon approval, be immediately in effect for the 2019-20 year and in subsequent years.

Under this plan, the Demons Unlimited Foundation may supplement the salary of a Northwestern State University coach or athletic staff member as specified in this agreement upon approval of the Director of Athletics in concurrence with the President of the University. The specified funds - to be categorized as a "salary supplement" - will be transferred from the Demons Unlimited Foundation to the University and paid to the coach or staff member under this agreement through the University's normal payroll process. The supplement received will be treated as University payroll and be subject to all withholdings, such as retirement, federal and state taxes and other customary withholdings. The fact that supplemental income is to be received shall be reflected in the contracts for head coaches and foundation contracts for other coaches and staff members. The supplemental compensation shall not be considered to be a part of the employee's base salary.

Supplemental compensation will not exceed the amounts specified, but compensation paid under this agreement could be less, or not provided at all if funding is not available through the Demons Unlimited Foundation. Payments under this agreement will not be made until the Board of Supervisors approves the personnel actions.

### **Competitive and Academic Success Compensation for Coaches and Athletic Staff Members**

This proposed plan for competitive and academic success compensation for coaches and athletic staff members will amend an April 2008 University of Louisiana Board of Supervisors approved plan.

Under this plan, the Demons Unlimited Foundation may provide additional compensation to Northwestern State University head, associate or assistant coaches, as well as athletic staff members, for competitive and/or academic success based on criteria as approved by the ULS Board of Supervisors.

Supplemental compensation will not exceed the amounts specified, but compensation paid under this agreement could be less, or not provided at all if funding is not available through the Demons Unlimited Foundation. Payments under this agreement will not be made until the Board of Supervisors approves the personnel actions.

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

**ATHLETIC COMMITTEE**

**October 24, 2019**

**Item F.3. Southeastern Louisiana University's request for approval of a contract with Mr. Jeremy White, Head Women's Volleyball Coach, effective January 1, 2020.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through December 31, 2020, 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.

Either party may opt to terminate this contract in the event that University's athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the women's 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.

The University and the LAA both have agreements 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, 2020.*

October 2, 2019

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

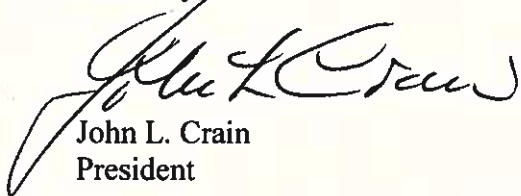
Re: Athletics Coach Contract – Head Women’s Volleyball Coach

Dear Dr. Henderson:

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

- Head Women’s Volleyball Coach – Jeremy White

Sincerely,



John L. Crain  
President

Attachment



**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, 2020 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: JW Admin Initial: [Signature]

1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S VOLLEYBALL competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN'S 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, 2020 and terminating without further notice to COACH on the 30th day of December, 2020 unless extended under the terms of this agreement.

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

## **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$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 965

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

## 5.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

## 6.0 Camps and Clinics

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

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

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

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

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

## **7.0 Employee Benefits**

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

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

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

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

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

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

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

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of WOMEN'S 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 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President

7 Coach Initial:  Admin Initial: 

through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

**9.0 Apparel, Equipment Endorsements**

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

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

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

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



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

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

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

#### **11.0 Coaching Staff**

11.1 COACH shall have the authority to select unclassified 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 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 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

11 Coach Initial:                      Admin Initial:

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.

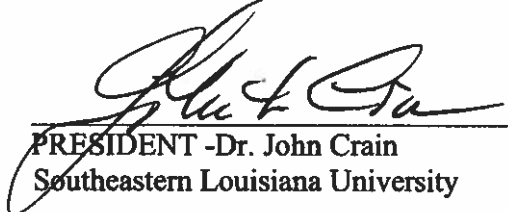
**14.0 Force Majeure**

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.

12 Coach Initial:           *JW*           Admin Initial:           *[Signature]*

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain      Date 10/14/19  
Southeastern Louisiana University

  
\_\_\_\_\_  
Jay Artigues      Date 9/29/19  
DIRECTOR OF ATHLETICS

  
\_\_\_\_\_  
Jeremy White      Date 9/27/19  
HEAD WOMEN'S VOLLEYBALL COACH

  
\_\_\_\_\_  
PRESIDENT      Date 9/30/19  
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: 

**BETWEEN:**

**STATE OF LOUISIANA**

**Southeastern Louisiana University AND**

**PARISH OF TANGIPAHOA**

**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.

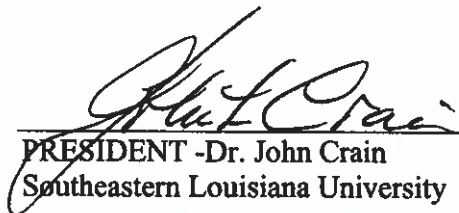
3.

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:  Admin Initial: 

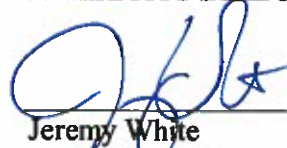
Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
PRESIDENT -Dr. John Crain  
Southeastern Louisiana University

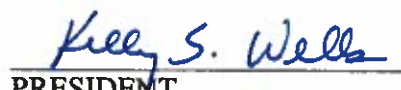
10/6/19  
Date

  
Jay Artigues  
ATHLETICS DIRECTOR

9/27/19  
Date

  
Jeremy White  
HEAD WOMEN'S VOLLEYBALL COACH

9/27/19  
Date

  
PRESIDENT  
LION ATHLETICS ASSOCIATION

9/30/19  
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

15 Coach Initial:  Admin Initial: 

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

**ATHLETIC COMMITTEE**

**October 24, 2019**

**Item F.4. University of Louisiana at Lafayette's request for approval of a contract with Mr. Matt Deggs, Head Baseball Coach, effective August 1, 2019.**

**EXECUTIVE SUMMARY**

This agreement is through June 30, 2024. During this period Coach shall receive an annual base salary of \$250,000 from the University for first year of the contract, and increases by \$15,000 each year beginning on July 1, 2020. The University of Louisiana at Lafayette Foundation shall pay Coach \$100,000 for each of the contract years for his role in the promotion and production of the University baseball program through radio and television programs. In addition, the Foundation may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

- For each home baseball game, 20 tickets will be provided to Coach;
- \$10,000 if the team either wins its Conference Regular-season Baseball Championship or wins its Conference Baseball Championship Tournament; however, only one payment shall be due under this section even if the Baseball team wins both;
- \$5,000 if the team appears in an NCAA Baseball Championship Regional;
- \$5,000 if the team hosts an NCAA Baseball Championship Regional;
- \$7,500 if the team appears in an NCAA Baseball Championship Super Regional;
- \$7,500 if the Baseball team hosts an NCAA Baseball Championship Super Regional;
- \$10,000 if the team appears in the NCAA Baseball College World Series;
- \$20,000 if the team wins the NCAA Baseball College World Series;
- \$5,000 if Coach is named Coach of the Year by the Conference;



- \$5,000 if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
- \$7,000 if Coach is named the South Regional Coach of the Year by the American Baseball Coaches Association;
- \$10,000 if Coach is named the National Coach of the Year by the American Baseball Coaches Association, College Coach of the Year by Baseball America, Coach of the Year by Collegiate Baseball, National Coach of the Year by the National Collegiate Baseball Writers Association, or the Skip Bertman National Coach of the Year by the College Baseball Foundation; however, only one payment shall be due under this section even if Coach is named the recipient of more than one award set forth herein.
- University shall deposit \$25,000 to an interest-bearing annuity on Coach's behalf at the end of each year of the contract term.

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

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

- \$500,000 if such termination occurs on or before June 30, 2020;
- \$400,000 if such termination occurs after June 30, 2020, but on or before June 30, 2021;
- \$300,000 if such termination occurs after June 30, 2021, but on or before June 30, 2022;
- \$200,000 if such termination occurs after June 30, 2022, but on or before June 30, 2023;
- \$100,000 if such termination occurs any time after June 30, 2023.

The University and the University of Louisiana at Lafayette Foundation both have agreements 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 does hereby approve University of Louisiana at Lafayette's request for approval of a contract with Mr. Matt Deggs, Head Baseball Coach, effective August 1, 2019.



October 3, 2019

*Université des Acadiens*

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. Matt Deggs, Head Baseball 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 October 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", written over a blue circular stamp or mark.

E. Joseph Savoie  
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT  
HEAD BASEBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** (“Contract”) is made and effective the 1st day of August, 2019 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MATT DEGGS (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party”. This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, University desires to employ Coach as Head Coach of the University’s Baseball Program (the “Baseball Program”) and Coach desires to be employed by University;

**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 Baseball Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Director of Athletics (“Director”). Coach shall also be under the general supervision of President.
2. **Term.**
  - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect for an initial term of four (4) years and eleven (11) months, terminating on June 30, 2024 (“Initial Term”).
  - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on June 30, 2025, if at any time during the Initial Term of this Contract University’s Baseball Team (i) wins the regular-season Baseball championship of the Sun Belt Conference or any other conference of which University may become a member during the Initial Term of the Contract (the “Conference”), (ii) wins the Conference Baseball Championship Tournament, or (iii) appears in an NCAA Baseball Tournament Regional pursuant to an at-large appearance. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition, the parties may mutually agree in writing to extend this Contract for one (1) additional year for each year Director or Director's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 17 herein.
  - d. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any extensions thereof, University continues to accept Coach's services as Head Baseball Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Baseball Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Baseball Program and shall perform such other duties in the University athletic program as Director may reasonably assign so long as such duties are generally consistent with those duties typically performed by Division I head baseball coaches. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Baseball Coach which are expressly assigned and/or inherent in such position.
  - b. Lead, direct, manage, promote, and supervise the Baseball Program and its personnel in an effective manner to achieve the goals and objectives for the Baseball Program as established by Director in consultation with Coach.
  - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Baseball Coach.
  - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
    - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
    - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
    - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
    - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
  - e. Staff the Baseball Program with individuals who strengthen and promote University's educational and ethical mission and standards.

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

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

4. **Base Salary.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00), payable in equal monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars and 33/100 (\$20,833.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In addition to any increases applicable pursuant to Section 4(a), Coach's then-current Base Salary shall be increased by Fifteen Thousand Dollars and NO/100 (\$15,000.00) on July 1, 2020, and again on July 1 of each subsequent year this Contract remains in effect.
- c. In the event that this Contract is extended through June 30, 2025, pursuant to Section 2(b), above, Coach's base salary for the period of July 1, 2024 through June 30, 2025, shall not be less than Coach's base salary for the final year of the Initial Term.

5. **Offset Payment.** Foundation has paid to Matt Deggs Baseball Academy, L.L.C. at the request of Coach, and Coach acknowledges receipt on behalf of the company of, Fifty Thousand Dollars and NO/100 (\$50,000.00) as consideration for compensation Coach forfeited by leaving his former employment to be employed by University.

6. **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.

7. **Baseball Tickets.** University shall provide Coach up to twenty (20) tickets per home Baseball game for personal or promotional use.

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

- a. **Automobile Allowance.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00).

- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and his spouse when appropriate, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation from its Unrestricted Athletic Funds. Such reimbursement may only be authorized for the Coach's spouse for purposes of University engagement and activities with athletic supporters and alumni. Any such reimbursement pursuant to this Section 8(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 and Dollars and NO/100 (\$80.00) per month.

**9. Contingent Premium Benefit.**

- a. In addition to the above salary, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, supplemental compensation in the amount of One Hundred Thousand Dollars and NO/100 (\$100,000.00) annually, to be paid in equal monthly installments of Eight Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$8,333.33) on the last day of each month. Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the Baseball season including game broadcasts or telecasts, pre-game and post-game shows, and coach's shows (collectively, "Broadcasts"). However, these payments are not precluded if the University elects to discontinue or terminate any Broadcast(s) during the Baseball season.
- b. The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head Baseball coaches in the promotion and production of similar programs at other NCAA Division I institutions. Any efforts requested of Coach by University with respect to promotion and production of Broadcasts shall not unreasonably interfere with his primary duties as Head Baseball Coach.
- c. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with third parties to produce and market the Broadcasts. Contracts for all Broadcasts shall be between University and the entity producing such Broadcasts ("Producer"). Rights in and to these Broadcasts shall not be considered the property of Coach.
- d. University shall have the exclusive right to contract with Broadcast sponsors for commercial endorsements by Coach both during any Broadcast and at all other times. Coach shall not unreasonably refuse any requests by University or Producer to personally contact existing or potential sponsors to generate or increase advertising revenues, or to participate in any commercial endorsements to promote Broadcasts,



provided that any such requests shall not unreasonably interfere with Coach's primary duties as Head Baseball Coach.

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

**10. Achievement Compensation.**

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Baseball Coach, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:

- i. **Academic Achievement Compensation.** A payment of Five Thousand Dollars and NO/100 (\$5,000.00) per year of this Contract upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Baseball team's cumulative Academic Performance Report (APR) average is above 930:

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

- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i), Coach shall receive all of the following which may apply per Baseball season:

1. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Baseball team either wins its Conference regular-season Baseball championship or wins its Conference Baseball Championship Tournament, however, only one (1) payment shall be due under this Section 10(a)(ii)(1) even if the Baseball team wins both;
2. Five Thousand Dollars and NO/100 (\$5,000.00) if the Baseball team appears in an NCAA Baseball Championship Regional;
3. Five Thousand Dollars and NO/100 (\$5,000.00) if the Baseball team hosts an NCAA Baseball Championship Regional;

4. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if the Baseball team appears in an NCAA Baseball Championship Super Regional;
5. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if the Baseball team hosts an NCAA Baseball Championship Super Regional;
6. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Baseball team appears in the NCAA Baseball College World Series; and
7. Twenty Thousand Dollars and NO/100 (\$20,000.00) if the Baseball team wins the NCAA Baseball College World Series.

iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 10(a)(i) and 10(a)(ii), Coach shall receive all of the following which may apply:

1. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Conference;
2. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Louisiana Sports Writers' Association;
3. Seven Thousand Dollars and NO/100 (\$7,000.00) if Coach is named the South Regional Coach of the Year by the American Baseball Coaches Association; and
4. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named the National Coach of the Year by the American Baseball Coaches Association, College Coach of the Year by Baseball America, Coach of the Year by Collegiate Baseball, National Coach of the Year by the National Collegiate Baseball Writers Association, or the Skip Bertman National Coach of the Year by the College Baseball Foundation; however, only one (1) payment shall be due under this Section 10(a)(iii)(4) even if Coach is named the recipient of more than one award set forth herein.

b. **Assistant Coach Achievement Compensation.** University acknowledges the Baseball Assistant Coaches and Director of Baseball Operations (collectively, "Baseball Assistants") will contribute valuably to the occurrence of the Baseball team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Baseball Assistant an Achievement Compensation payment equal to twenty-five percent (25%) of all Academic Achievement and Performance Achievement Compensation payments issued to Coach during each Baseball Assistant's employment as a Baseball Assistant. University shall issue such Achievement Compensation payments to the Baseball Assistants, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose. 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 10 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Baseball Assistant) shall be entitled to any unpaid Achievement Compensation for any year of this Contract during which said person has been suspended by University, or during which University has terminated the person's employment for cause.

#### **11. Retention Incentive Payments.**

- a. The parties recognize University desires to contribute to an interest-bearing annuity as an incentive for Coach to remain in his position as Head Baseball Coach. Accordingly, on July 1 of each year this Contract remains in effect, University shall deposit the sum of Twenty-Five Thousand Dollars and NO/100 (\$25,000.00), from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion, into an interest-bearing annuity.
- b. The total sum accrued in said annuity, including interest, shall become due and payable to Coach pursuant to the following schedule:
  - i. Fifty Thousand Dollars and NO/100 (\$50,000.00) on June 30, 2021, if Coach remains in his position as Head Baseball Coach on that date and he elects to receive the disbursement;
  - ii. Seventy-Five Thousand Dollars and NO/100 (\$75,000.00) on June 30, 2024, if Coach remains in his position as Head Baseball Coach on that date and he elects to receive the disbursement; and
  - iii. The balance remaining in said annuity after any payments made pursuant to Section 11(b)(i) and (ii) upon his successful completion of the Initial Term and any extensions thereof.
- c. In the event the any portion of the annuity becomes due and payable to Coach, University agrees to work with Coach in good faith to make reasonable efforts to transfer the annuity payment to Coach in the most tax-beneficial manner possible to Coach.
- d. In the event University terminates this Contract for cause, or Coach terminates the Contract without cause, prior to the expiration of the Initial Term and any extensions thereof, University shall retain all funds in said annuity as of the date of termination and shall have no further obligation to Coach under this Section 11.

- e. If University terminates the Contract without cause prior to the expiration of the Initial Term and any extensions thereof, Coach shall be entitled to all funds in said annuity as of the date of termination. In addition, University shall pay to Coach, from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, a prorated payment for the portion of the Contract year during which Coach remained in his position prior to said termination.

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

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Baseball Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

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

**14. Outside Income.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with Board policies. Coach shall report annually in writing to President through Director all athletically-related income and/or benefits he receives from sources outside of 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 and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2)

ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

15. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.
16. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall he use his employee standing as Head Baseball Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Baseball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
17. **Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Baseball season and from time to time as Director or Director's designee deems reasonably necessary and warranted.
18. **Termination by University.**
  - a. **Without Cause.**
    - i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract, and seventy-five percent (75%) of the Contingent Premium Benefit remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 17(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose.
    - ii. Payment of the liquidated damages payment under this Section 18(a) shall constitute a full release of any claims Coach might otherwise assert against

Board, University, Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University, and 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 Cause.**

**i. University may terminate this Contract for cause, including but not limited to:**

1. Failure to materially comply with this Contract;
2. Deliberate or persistent failure or refusal to perform duties and responsibilities set forth herein to best of Coach's ability;
3. Failure to comply with a lawful directive from Director or President, or other insubordination;
4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, 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 take reasonable steps to prevent, and/or failure to report any Baseball Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Baseball Program member, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of University policies and/or Conference or NCAA regulations;
7. Prolonged absence from University without University's consent;
8. Poor performance evaluation by Director not corrected within a reasonable period of time, as reasonably determined by University, following written notice to Coach. For purposes of this provision, poor

performance will not include results-oriented criteria such as the team's on-field performance, win/loss record, academic standing, etc.; and

9. Failure to administer the Baseball Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.
  - ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination. This provision is not meant to exclude payment of amounts already earned at the time of termination but not yet paid.
  - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with written notice of any grounds supporting termination for cause and a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable and good faith discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination other than payment of amounts already earned at the time of termination but not yet paid.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of:
  - i. Five Hundred Thousand and No/Hundredths Dollars (\$500,000.00) if such termination occurs on or before June 30, 2020;
  - ii. Four Hundred Thousand and No/Hundredths Dollars (\$400,000.00) if such termination occurs after June 30, 2020, but on or before June 30, 2021;

- iii. Three Hundred Thousand and No/Hundredths Dollars (\$300,000.00) if such termination occurs after June 30, 2021, but on or before June 30, 2022;
  - iv. Two Hundred Thousand and No/Hundredths Dollars (\$200,000.00) if such termination occurs after June 30, 2022, but on or before June 30, 2023; or
  - v. One Hundred Thousand and No/Hundredths Dollars (\$100,000.00) if such termination occurs any time after June 30, 2023.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- 20. Automatic Termination.** This Contract shall automatically terminate upon Coach' death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Baseball Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.
- 21. Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall require and encourage his staff to participate in training programs offered by University. Furthermore, Coach shall be responsible for and shall require his staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
- 22. Acknowledgement.** The parties specifically agree that the obligations assumed herein relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Head Baseball Coach or in any other employment capacity.
- 23. Miscellaneous.**
- a. This Contract supersedes any and 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 all parties, and approved by Board.
  - b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.



- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees and expenses 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. This Contract shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Contract.
- g. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- h. 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.
- i. 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.
- j. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- k. No delay or failure to enforce any provision of this Contract by University or Coach shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
- m. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

24. **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:***

Matt Deggs  
101 Kingfisher  
Lafayette, LA 70508

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

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**

**Matt Deggs, Coach**

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

  
\_\_\_\_\_

9/25/19  
\_\_\_\_\_  
Date

9/24/19  
\_\_\_\_\_  
Date

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

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

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

**STATE OF LOUISIANA**

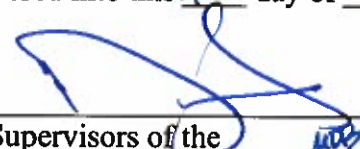
**PARISH OF LAFAYETTE**


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

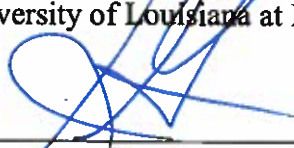
The Foundation desires to assist and aid University in the employment of Coach for the position of Head Baseball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8(b) concerning spousal travel reimbursement, 9, 10, 11, 18, 19, and 20 of the Contract for Employment for Head Baseball Coach ("Contract"). Any and all sums the Foundation owes pursuant to such agreement shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8(b) concerning spousal travel reimbursement, 9, 10, 11, 18, 19, and 20 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

Entered into this 25<sup>th</sup> day of September, 2019.

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

 9-24-19  
\_\_\_\_\_  
Matt Deggs Date

 9/24/19  
\_\_\_\_\_  
University of Louisiana at Lafayette Date  
Foundation  
By: Lee Giglio, 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  
for the University of Louisiana System