

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

ATHLETIC COMMITTEE

December 5, 2019

- Item F.1.** **McNeese State University's** request for approval to update the McNeese State University policy permitted under the NCAA Bylaw 11.3.2.3 relating to supplemental pay for coaches.

EXECUTIVE SUMMARY

This request is an update to the One Time Earned Supplement for Specific and Extraordinary Achievement Policy approved by the Board in February 2016, which provides for one-time earned supplement for specific and extraordinary achievement. The policy permits nonrecurring supplemental pay to coaches for team participation in post-season games and extraordinary team or individual achievements. Payments are funded from outside private funds deposited and paid through the University in accordance with University of Louisiana System policy. The following table presents the supplemental pay components of this current request:

HEAD COACH

- \$5,000 – Conference Regular Season Championship
- \$1,000 – Conference Tournament Championship and/or Automatic Bid to the NCAA Tournament or At-Large Bid to the NCAA Tournament
- \$1,000 – Each Win in the NCAA Tournament
- \$1,000 – Conference Coach of the Year Award
- \$1,000 – Student-Athlete receiving the Southland Conference Student-Athlete of the Year Award for his/her particular sport
- \$500 – National televised game on major network (ESPN, ESPN2, CBS, FOX Sports, Etc.)
- \$2,500 – National Coach of the Year
- \$10,000 – National Championship
- \$250 – For each student-athlete who advances to the NCAA National Tournament (*beyond the Regional Round*) in individual sports (Golf, Track, Tennis, etc.)
- \$1,000 – Head Coach may be eligible to receive a financial incentive award for each team with an NCAA Single Year Academic Progress (APR) score that is at or above 985.

ASSISTANT COACH

- 2.00% of Salary for Conference Regular Season Championship and/or Tournament
- 2.00% of Salary for Each Win in an NCAA Post-Season Tournament

Note - Compensation will go only to full-time personnel who coach the particular sport involved.

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 to update the McNeese State University policy permitted under the NCAA Bylaw 11.3.2.3 relating to supplemental pay for coaches.*



F 1

November 7, 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 to update the University's policy permitted under the NCAA Bylaw 11.3.2.3 relating to supplemental pay for coaches.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 5, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

Effective July 1, 2019

ONE TIME EARNED SUPPLEMENT FOR SPECIFIC AND EXTRAORDINARY ACHIEVEMENT

BYLAW 11.3.2.3

PURPOSE: To permit full-time coaches for any McNeese athletic team that wins a conference championship or is involved in extraordinary individual or team achievement to qualify for pay adjustments if funds are available. One time earned supplement may also be available in accordance with the University's policy.

PROCEDURE: McNeese will permit additional (non-recurring) supplemental pay to coaches for team participation in post-season games and extraordinary team or individual achievements. To be eligible for such pay, a "team" is defined as a group of at least five student athletes participating in post-season play. Such pay will be funded from outside funds to be deposited and paid through the University according to the policy of the Board of Supervisors. The following table represents the supplemental pay guidelines.

HEAD COACH

\$ 5,000	Conference Regular Season Championship
\$ 1,000	Conference Tournament Championship and/or Automatic Bid to the NCAA Tournament or At-Large Bid to the NCAA Tournament
\$ 1,000	Each Win in the NCAA Tournament
\$ 1,000	Conference Coach of the Year Award
\$ 1,000	Student-Athlete receiving the Southland Conference Student-Athlete of the Year Award for their particular sport
\$ 500	National Televised game on major network (ESPN, ESPN2, CBS, FOX SPORTS, ETC)
\$ 2,500	National Coach of the Year
\$10,000	National Championship
\$ 250	For each athlete who advances to the NCAA National Tournament (<i>beyond the Regional Round</i>) in individual sports (Golf, Track, Tennis, etc)
\$1,000	Head Coach may be eligible to receive a financial incentive award for each team with an NCAA Single Year Academic Progress Rate (APR) score that is at or above 985.

Effective July 1, 2019

ASSISTANT COACH

2.00 % of Salary for Conference Regular Season Championship and/or Tournament

2.00 % of Salary for Each Win in a NCAA Post Season Tournament

Compensation will go only to full-time personnel who coach the particular sport involved.

APPROVED

**Dr. Daryl V. Burckel, President
McNeese State University**

Date: 10-15-19

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

ATHLETIC COMMITTEE

December 5, 2019

Item F.2. University of Louisiana at Monroe's request for approval of a contract with Mr. Charles Olson, Director of Volleyball/Head Women's Indoor Volleyball Coach, effective August 7, 2019.

EXECUTIVE SUMMARY

This agreement expires on May 27, 2022. During this term, Coach will receive a base annual salary of \$52,000 from the University. In addition, the University will pay Coach a \$2,000 salary adjustment for finishing with a winning record in regular season Indoor Volleyball competition, if the APR score each year is 940 or greater, and the program is not subject to scholarship limitations or post-season penalties. The ULM Athletic Foundation will pay up to \$5,000 towards relocation expenses.

The ULM Athletic Foundation will pay Coach for the following accomplishments, if the team's annual APR score is 940 or greater:

- \$2,500 if team wins the Sun Belt Conference Regular Season Volleyball Championship;
- \$5,000 if team wins Sun Belt Conference Volleyball Tournament and qualifies for the NCAA Division 1 Volleyball Tournament (either Indoor or Beach Volleyball);
- \$5,000 if team wins the NCAA Division 1 Volleyball Championship (either Indoor or Beach Volleyball);
- \$1,000 for being named Conference Coach of the Year (both Indoor and Beach Volleyball, if Beach Volleyball is in competition);
- \$1,000 for each team (Indoor and Beach Volleyball) with an annual APR score of 950 or greater.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary due for the remainder of the current fiscal year, or a sum equivalent to six months of base salary, whichever is less. The University may reassign Coach to another suitable position at the University for the remainder of the fiscal year.

In the event the Coach terminates the contract without cause to become an NCAA Division 1 Head Indoor Volleyball Coach elsewhere, the University shall be entitled to the base salary due for the remainder of the current fiscal year or a sum equivalent to six months of base salary, whichever is less.

The University and the ULM Athletic Foundation signed this joint agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. Charles Olson, Director of Volleyball/Head Women's Indoor Volleyball Coach, effective August 7, 2019.*



Office of the President

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F2 11

November 4, 2019

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract for Director of Volleyball/Head Women's Indoor Volleyball Coach, Charles Olson, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President

#TAKEFLIGHT

ULM is a member of the University of Louisiana System • AA/EOE

CONTRACT OF EMPLOYMENT

**DIRECTOR OF VOLLEYBALL / HEAD WOMEN'S INDOOR VOLLEYBALL COACH
STATE OF LOUISIANA
PARISH OF OUACHITA**

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

1.0 Employment

1.1 The University does hereby employ COACH as **DIRECTOR OF VOLLEYBALL / HEAD WOMEN'S INDOOR VOLLEYBALL COACH** and COACH does hereby accept employment and agrees to perform all of the services pertaining to the VOLLEYBALL program (collectively Beach Volleyball and Indoor Volleyball), to include serving as head coach for Women's Beach 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 Athletic Director. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign COACH to other positions with different duties during the term of this

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

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

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

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

1.5 Game Interviews and Radio/Television Shows. COACH is expected to participate in pre- and post-game interviews conducted in conjunction with broadcasts of WOMEN'S INDOOR VOLLEYBALL AND BEACH VOLLEYBALL games as well as weekly radio and/or television shows.

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

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

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

1.9 By signing this contract, COACH agrees to hold harmless and indemnify UNIVERSITY from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with any and all obligations incurred by the FOUNDATION under this agreement.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on AUGUST 7, 2019, and terminating without further notice to COACH on MAY 27, 2022, unless sooner terminated or extended under the terms of this agreement.

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

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

2.4 APR RATE. Beginning with the 2020-2021 season, if the INDOOR VOLLEYBALL OR BEACH VOLLEYBALL Academic Progress Rate (APR) is below 940, for a single year, all parties agree to replace the existing contract with a one-year agreement, which must be approved by the Board. In addition, COACH shall not be eligible for any incentives under this agreement. If the team's APR for the year, at the end of the one-year agreement, is equal to or greater than 950 for a single year, and the program is not subject to scholarship limitations or post-season penalties, all parties agree to negotiate a new contract, which must be approved by the Board.

3.0 Compensation

3.1 Base Salary. In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a base annual salary of \$52,000 payable on a bi-weekly basis.

3.2 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary and salary adjustment provided for in subsection 3.3. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service, provided that such pay adjustment can be sustained by the budget for intercollegiate athletics as determined by the University in its sole discretion.

3.3 Salary Adjustment for Winning Record. The University shall pay COACH a \$2,000 salary adjustment for:

(a) Finishing with a “winning record” in regular season conference INDOOR VOLLEYBALL competition. The term “winning record” means more games won than lost during the regular season conference competition, OR

(b) Finishing with a “winning record” in regular season BEACH VOLLEYBALL competition. The term “winning record” means more games won than lost during regular season competition. Should BEACH VOLLEYBALL begin conference competition, either Sun Belt Conference or as an affiliate member of another conference, the pay adjustment will be contingent upon a “winning record” in regular season conference competition.

(c) This salary adjustment will take effect JULY 1 of the following fiscal year and remain in effect for the duration of the current contractual agreement. This salary adjustment will only be awarded if the team’s annual APR score of that particular year is equal to or greater than 940 and the program is not subject to scholarship limitations or post-season penalties.

4.0 Employee Benefits

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

4.2 COACH shall receive a bi-weekly cell phone stipend of \$20.77. This stipend will be included on the COACH's payroll check.

4.3 COACH shall be reimbursed, based on actual receipts, up to \$5,000 toward moving expenses related to relocation to Monroe, Louisiana, to be paid by the FOUNDATION.

4.4 COACH shall be entitled to a total of 8 tickets to all ULM home athletic competitions, excluding post-season, including Conference and NCAA Championships.

5.0 Performance Incentives

5.1 During the time of employment as head coach, in recognition of exemplary performance and additional work that is required for post-season competition and events and as incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the Foundation, the Foundation agrees to pay to COACH the following potential supplemental payments with respect to each Volleyball team sport:

- (a) \$2,500 if the team wins the Sun Belt Conference regular season championship
- (b) \$5,000 if the team wins the Sun Belt Conference Volleyball Tournament and qualifies for the NCAA Division I Volleyball Tournament (EITHER INDOOR VOLLEYBALL OR BEACH VOLLEYBALL)
- (c) \$5,000 if the team wins the NCAA Division I Volleyball Championship (EITHER INDOOR VOLLEYBALL OR BEACH VOLLEYBALL)

(d) \$1,000 for being named Conference Coach of the Year (INDOOR VOLLEYBALL; if BEACH VOLLEYBALL begins conference competition COACH will be eligible for \$1,000 for INDOOR VOLLEYBALL AND BEACH VOLLEYBALL)

(e) \$1,000 if the INDOOR VOLLEYBALL team's annual APR is greater than 950

(f) \$1,000 if the BEACH VOLLEYBALL team's annual APR is greater than 950

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

5.3 These athletics competition incentives will only be awarded if the teams' annual APR score of that particular year is equal to or greater than 940 and the program is not subject to scholarship limitations or post-season penalties, and shall be paid solely from the athletic funds held by the Foundation.

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

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

6.1 Camps and Clinics

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

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

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

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

C. The policy does not exclude coverage for sexual molestation (for campus involving minor participants).

(d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

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

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

(g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

6.2 Contracts for broadcast and/or telecast

6.2.1 COACH may host a radio/television show to promote the ULM INDOOR VOLLEYBALL/BEACH VOLLEYBALL.

6.2.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself in his private capacity and not as an agent or

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

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

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

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

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

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

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

7.0 Apparel, Equipment Endorsements

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

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 COACH may receive income, revenue, and benefits from outside sources while employed by University upon approval from the University President and in accord with University and Board policies. COACH shall report annually in writing to the University President by July 1, all athletically- related income, revenue, and/or benefits COACH receives from sources outside the University, and COACH shall abide by all NCAA regulations regarding outside compensation (see Bylaw 11.3.2.11). All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of COACH's University employment and UNIVERSITY shall have no responsibility for any claims arising therefrom. Such outside activities shall not interfere with the full and complete performance by COACH of COACH'S duties and obligations as a UNIVERSITY employee, recognizing that COACH'S primary obligations lie with the UNIVERSITY and its students. Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than from UNIVERSITY, COACH must report all such income or benefits to the UNIVERSITY President in writing at least annually by July 1. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the UNIVERSITY (see NCAA Bylaw 11.2.2.).

9.0 Compliance with NCAA, Conference and University Rules

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

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

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

10.0 Volleyball Staff

10.1 COACH shall have the authority to select unclassified INDOOR VOLLEYBALL AND BEACH VOLLEYBALL personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Termination

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

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or University rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of paragraph 1.1 herein above in situations in which the University determines that the best interest of the University and of its intercollegiate athletic program require that the COACH no longer retain the position of DIRECTOR OF VOLLEYBALL AND INDOOR VOLLEYBALL HEAD Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other University employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the

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

11.2.1 In lieu of termination for cause, and apart from any rights it may have under this Section 11.0, the University may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for any act or omission which would be grounds for termination for cause. Imposition of such

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[INSERT COACH'S INITIAL]

sanctions shall be at the discretion of the University, which shall not be exercised arbitrarily or capriciously.

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

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

11.5 In the event COACH terminates the Contract to become an NCAA Division I head INDOOR VOLLEYBALL coach elsewhere, COACH would be liable to the University for

liquidated damages in an amount equivalent to the remaining base salary that COACH would have earned from the University during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less. The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60) days of the date of termination or in six (6) monthly installments with the first installment becoming due not later than thirty days of the date of termination and continuing on a consecutive monthly basis until such amount is paid in full.

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

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

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

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

12.0 Severability

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

13.0 Force Majeure

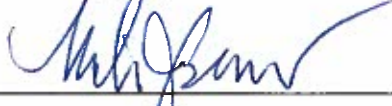
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

14. Agreement Status

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

[SIGNATURE PAGE FOLLOWS]


ACKNOWLEDGED AND AGREED TO BY:



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

11/12/19
Date

ACKNOWLEDGED AND AGREED TO BY:



Charles Olson
Director of Volleyball / Head Women's
Indoor Volleyball Coach

11/5/19
Date

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



Ron Bush
President
ULM Athletic Foundation, Inc.

11/12/19
Date

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

Dr. Jim Henderson
President
University of Louisiana System