

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

ATHLETIC COMMITTEE

September 3, 2020

Item F.4. **McNeese State University's** request for approval of a contract with Mr. Andrew Fitzgerald, Head Women's Soccer Coach, effective July 1, 2020.

EXECUTIVE SUMMARY

Under this agreement, through December 31, 2022, Coach will earn \$53,207 to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events 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. No damages shall be due if termination is for just cause.

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. Andrew Fitzgerald, Head Women's Soccer Coach, effective July 1, 2020.



F.4.

August 6, 2020

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Mr. Andrew Fitzgerald, Head Women's Soccer Coach effective July 1, 2020.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 27, 2020 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Attachments

McNEESE STATE UNIVERSITY

HEAD WOMEN'S SOCCER 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 **ANDREW FITZGERALD** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

2.0 Term

- 2.1 The term of this contract is for a fixed period of thirty (30) months, commencing on the **1st day of July 2020**, and terminating without further notice to COACH on the **31st day of December 2022** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$53,207**, 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.

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

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

6.0 Courtesy / Leased Vehicle Benefit

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

7.0 Employee Benefits

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

8.0 Outside Income and/or Benefits

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **Women's Soccer** camps and/or **Women's Soccer** 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. Examples of outside income 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. 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 Governmental Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

- 12.1 COACH shall be eligible to receive a financial incentive for academic success within the Women's Soccer 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 Women's Soccer Staff

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

14.0 Termination

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

15.0 Fundraising

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

16.0 Severability

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

17.0 Force Majeure

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

18.0 Previous 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:

Nicholas Whitey 6/26/20

Cathy Devilleer

Wade Rouse

Det Kingrey

Andrew Fitzgerald Date 6/26/20

Andrew Fitzgerald, Head Women's Soccer Coach
McNeese State University

Heath Schroyer Date 6/29/20

Heath Schroyer, Interim Director of Athletics
McNeese State University

Wade Rouse Date 6/30/2020

Wade Rouse, Vice President
McNeese Foundation

Dr. Daryl V. Burckel Date 6.30.2020

Dr. Daryl V. Burckel, President
McNeese State University

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

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

September 3, 2020

Item F.5. **Nicholls State University's** request for approval of a contract with Mr. Jonathan Terrell, Director of Athletics, effective July 6, 2020.

EXECUTIVE SUMMARY

Under the proposed agreement effective through June 30, 2023, the Director's salary for each year is \$125,800, paid by the University. During the term of his employment as Director of Athletics, the Colonel Athletic Association (CAA) shall provide the following supplements to him through the Association/Foundation's athletic funds:

- **CAA DIRECTOR:** \$15,000 annually for his role as a Director for the Colonel Athletic Association. Subject to the approval of the President of the University, the amount of this stipend may be increased if the CAA decides to request that an increase in the amount of the stipend be made. Any increased payment is subject to ability of the CAA to fund such increase, inclusive of related benefit costs.
- **MPA COORDINATOR:** \$5,000 annually for his role as the liaison coordinating activities between the University and the Manning Passing Academy.
- **\$350 monthly vehicle allowance:** The University has no obligation whatsoever to furnish a vehicle to him nor any vehicle insurance, maintenance, or mileage reimbursement. If a courtesy vehicle is provided to Director by the Department of Athletics or the University, the vehicle allowance may be suspended for a period during which said courtesy vehicle is provided to him.
- **INCENTIVE PAY:** Director will receive additional supplemental compensation according to the benefit schedule for increasing Athletic Related Revenue, defined in Section 4 of the contract. Each supplemental compensation disbursement shall be subject to the standard federal and state withholdings and shall be funded by the Nicholls State University CAA by way of the University's Payroll Office but only with funds available through Department of Athletics restricted accounts.

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

In the event Director is terminated without cause, he shall only be entitled to receive an amount equal to the base salary for a period of one year or until the employment term expires, whichever is earlier. If Director should gain other employment during the period of the contract, the amount due Director will be reduced by the amount of compensation received from other employment. The University will only be liable for any salary under this clause for the remainder of the then current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the CAA, but only with funds available through the Department of Athletics restricted accounts.

In the event Director terminates the contract to assume an Athletic Director position prior to the expiration of the contract term, Director is liable to the University for liquidated damages in the amount of \$65,000.

The University and the Colonel Athletic Association have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval of a contract with Mr. Jonathan Terrell, Director of Athletics, effective July 6, 2020.



Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

August 6, 2020

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the August 27, 2020 meeting of the Board of Supervisors for the University of Louisiana System:

Appoint Jonathan Terrell-Athletic Director.

Effective date of appointment will be July 6, 2020. Compensation particulars are outlined in the proposed employment contract submitted to the board as a separate board item for consideration at the August 27, 2020 meeting. Mr. Terrell's resume is attached.

Thank you for your assistance in this matter.

Sincerely,

Dr. Jay Clune
President

JC/apf

Enclosures

JC/apf

Enclosures

c: Dr. Alex Arceneaux, Executive Vice President
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs
Mr. Terry Braud, Vice President for Finance and Administration
Mr. Jonathan Terrell, Athletic Director
Dr. Michele Caruso, Interim Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Mr. Steven Kenney, Assistant Vice President for Human Resources and CDIO
Mrs. Paulette Mayon, Internal Auditor
Dr. James Stewart, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Assistant VP of Strategic Initiatives, Effectiveness and Planning
Ms. Monique Crochet, Executive Director of Alumni & External Affairs

Jonathan E. Terrell

| 985.605.4175 | Jet24u@yahoo.com |

Program Compliance • Project Management • Business Development

Outcome oriented and forward thinking professional with extensive project management, operational analysis, and program development experience. Focused on deploying new business ideas, leading major projects, and increasing fundraising outcomes.

Exhibiting a keen ability to increase profitability while maximizing the overall program outcomes. Instrumental in the understanding of organizational needs while enhancing collaboration across multifunctional teams.

- **Networking and Partnerships:** Strengthen and enhance business relationships through implementation of various relationship building techniques. Boosts collaborative partnerships by executing marketing plans and meeting marketing goals. Liaison between organization and stakeholders to ensure alignment of expectations and to determine needs of customers. Significantly increased membership within Huddle up in 2018 by deploying effective networking and marketing techniques.
- **Sales Management:** Consistently evaluates performance outcomes. Develop KPIs and detailed procedures for implementation of new strategies. Generate reports for stakeholders to monitor efficiency. Set sales targets and translates benchmarks into SMART goals.
- **Strategic Program Analysis:** Accomplished ability to accurately compose, review, and analyze documents and reports in order to develop strategic plans that aligns with overall goals. Heighten ability to increase departmental compliance while meeting outlined goals and offering timely recommendations. Develop best practices for the success of the organization and improve forecast accuracy. Grew membership in Huddle up by 250 resulting in largest sport specific athletic club on campus.
- **Project Manager:** Manages the design, metrics, and implementation of specific projects. Partners with internal and external partners to ensure the completion of projects. Pilot various fundraising projects and events to meet the overall club needs.
- **Leadership & Development:** Manages a team of professionals ensuring goals are met. Designs, implements, and conducts ongoing performance feedback and trainings for volunteers. Oversees and assists with professional development for all assigned committee members. Provides timely and accurate communication to ensure implementation of best practices.

AREAS OF EXPERTISE

| Process Improvement | Internal Auditing | Data Collection and Analysis | Cross-functional Team Leadership | Project Management | Community Involvement | Fundraising | Training | Brand Building and Awareness | Design and Implementation | Program Development | Account Management and Development | Client Engagement | Webinars and Presentations | Project Planning | Design and Implementation of Sale Plans | Sales Operations | New Business Development | Marketing | Performance Management | Territory Management | Leadership and Coaching

RELEVANT EXPERIENCE

President, Huddle up Club | Nicholls State University | Thibodaux, LA

2015—Present

Oversees and manages all fundraising initiatives, project and event planning, and daily operations of a club dedicated to raising funds for the Nicholls State University Football team. Supervises volunteers while managing an operational budget of \$100,000. Key focus on program development, recruiting, and training volunteers, and overall operational management. Responsible for continuous analysis and improvement of financial aspects, organizational development strategies, and gifts in kind management.

- ✓ Cofounder of Huddle up Club; established and built the organization's initial Executive Leadership Board by fostering a culture of collaboration and communication that increased a passion for the mission.
- ✓ Increased campus involvement by effectively managing the research, development, and planning of fundraising events.
- ✓ Project manager for numerous events: 2017 Recharge of Huddle Up and 2018 Huddle up membership drive.
- ✓ Reduced collegiate expenditures by \$30k by performing clean up services for John L. Guidry Stadium.
- ✓ Generated and raised \$60,000 in funds through special events such as campus 5k and campus cook off.
- ✓ Built and expanded program outcomes to promote community involvement within the football program, spearhead advocacy for athletes, and expand partnerships with local businesses.
- ✓ Establishes and maintains organization's policies and procedures while partnering with Head Football coach, AD, and athletic staff.

President, First Down Club | Nicholls State University | Thibodaux, LA

2005—2010

Applied knowledge of program management and fundraising for the operational oversight of a club designed for former football players to give back to the school. Managed and supervised all club operations including fundraising, event planning, mentorship,

and recruitment. Reviewed, planned, and finalized fundraising initiatives and program projects while responsible for all aspects of strategic planning, organizational development, and program growth.

- ✓ Headed high impact recruitment tactics resulting in membership growth from 10 members in year one to 150+ members in the following years.
- ✓ Grew club's revenue from \$8,000 to \$100k within one year.
- ✓ Collaborated with head coach to develop fundraising events to include Christmas Party, New Years Eve Party, and membership drive.
- ✓ Championed a yearly financial contribution for head coach car allowance.

SALES EXPERIENCE

Sr. Territory Manager | Zoll Medical Lifevest | Houma, LA

2013— Present

Directs and oversees revenue growth initiatives for assigned territories with an emphasis on increasing business relationships to meet the overall sales goals. Conducts various product demonstrations, customer service functions, and consultative strategies while managing an area that generates over \$320,000 in sales monthly. Develops positive relationships with prospective and existing customers by hosting lunch and learns, promotional events, completing cold calls daily, and attending networking conferences.

- ✓ Spearheads all personalized sales revenue growth techniques by analyzing market trends and business growth opportunities which led to an increase of sales.
- ✓ Oversees concurrent projects to include cultivating vendor partnerships, monitoring KPIs, increasing business revenue.
- ✓ Increased departmental revenue above targeted goals by accurately analyzing daily sales, creating action plans, and serving as point of contact for customers.
- ✓ Drove and maintained sales of assigned products to over 100% of quota 5 years in a row.
- ✓ Awarded 2017 National Award winner #1 out 550 Territory Managers. Won 2015,2016,2017 Regional Rep of the year.
- ✓ Selectee for a Leadership Development program; awarded opportunity amongst 13 out of 500 Territory managers selected.
- ✓ Selectee for an Advanced Sales Program; opportunity was only awarded to 15 out of 500.

Sr. Territory Manager | Novo Nordisk | New Orleans, LA

2012— 2013

- ✓ Networked and collaborated to improve brand awareness and reputation of company resulting in a 30% increase of territory revenue within one year.
- ✓ Recognized by leadership for creating robust communication and marketing plans that aligns with the identified marketing budget and meets targeted goals.

Sr. Territory Manager | Lifescan Animas; Johnson and Johnson Company | New Orleans, LA

2010— 2012

- ✓ Developed relationships with new clients; while exceeding targeted sales goals and awarded highest in sales companywide.
- ✓ Participated in the talent development and recruitment process for key positions to help reduce timeline for position vacancy and to help identify top candidates.
- ✓ Improved partnerships with clients by spearheading the creation of routine reports to assists with projects.

EDUCATION & AFFILIATIONS

B.A., Interdisciplinary Studies– Nicholls State University, Thibodaux, LA • 1998

Board Member, Hi-5 • 2015 —Present

Member, National Sales Network • 2017 —Present

Staff Relations Chair, First United Methodist Church, Thibodaux, LA • 2014-2019

PROFESSIONAL DEVELOPMENT

Zoll Medical

Leadership Development Program • 2019-2020 Ranked 1 in class

Advance Sales Development Program • 2018-2019 Ranked 1 in class

Field sales trainer for Territory Managers 2015-present

**CONTRACT OF EMPLOYMENT
DIRECTOR OF ATHLETICS**

STATE OF LOUISIANA

PARISH OF LAFOURCHE

This agreement is made and entered into on this 6TH day of July, 2020, between **Nicholls State University** (hereafter referred to as “UNIVERSITY”) and through its President, and **Jonathan Terrell** (hereafter referred to as “**TERRELL**”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “Board”), the management board for Nicholls State University, 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 **Colonel Athletic Association** (hereinafter referred to as “CAA” or “FOUNDATION”) joins in this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment and Duties

1.1 UNIVERSITY does hereby employ TERRELL as Director of Athletics and TERRELL does hereby accept employment and agrees to perform all of the services pertaining to the UNIVERSITY’S intercollegiate athletics program, which are required of TERRELL, as well as, other services which are expressly assigned and/or inherent in the position of Director of Athletics, all as prescribed by the UNIVERSITY through its President. It is understood by TERRELL and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign TERRELL to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign TERRELL and TERRELL 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 9.4 of this contract.

1.2 TERRELL shall be responsible and shall report directly to the UNIVERSITY’S President and shall confer with the President or the President’s designee on all administrative, operational and fiscal matters pertaining to the athletics program.

1.3 TERRELL shall represent UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on UNIVERSITY or its athletics program.

1.4 TERRELL shall manage and supervise the athletics program, including directing, managing, and supervising all personnel in the Athletics Department in an effective manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with TERRELL, and shall perform such other duties in the University's athletic program as the President may reasonably assign.

1.5 TERRELL shall not appear on any television, radio or internet program or advertisement not authorized by the UNIVERSITY without prior written approval of the UNIVERSITY except routine news media interviews for which no compensation is received.

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

1.7 In addition to the duties and responsibilities of the Director of Athletics as may be contained in University and Board policies and guidelines, TERRELL's duties and responsibilities include, but are not limited to, the following:

- a. Being fully knowledgeable of and ensure the Athletics Department and Athletics Department's personnel abide by and comply with all current and future University and affiliated Conference policies, rules, and regulations. TERRELL shall use his best efforts to ensure institutional control of the Athletics Department by developing, implementing, and maintaining a vigorous and effective program for complying with and enforcing all applicable NCAA and Conference rules and regulations. In the event that TERRELL has knowledge of, or has reasonable cause to believe, that violations of UNIVERSITY policies, laws, or governing athletic rules have taken place, TERRELL shall inform the President as well as take all necessary measures to bring UNIVERSITY in compliance, to report violations as required by NCAA and Conference, and to take action to prevent a reoccurrence of such violations.
- b. Working in cooperation with and in support of the President, the faculty, and other administrative officials in meeting academic requirements for student-athletes as established by the President in consultation with TERRELL.
- c. Using his best efforts to ensure that student-athletes conduct themselves in a manner that will reflect a positive image at all times during their tenure as participants in UNIVERSITY'S athletic programs.

- d. Provide an environment for admissions, financial aid, academic eligibility, and recruiting be conducted properly; and shall assist in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable NCAA and Conference rules.
- e. Taking appropriate actions to ensure that the academic performance of all UNIVERSITY sports teams meet or exceed the NCAA academic progress standards.
- f. Developing and implementing an evaluation system for coaches and administrative staff. Evaluations are to be performed at a minimum of once a year.
- g. Requiring and using his best efforts to ensure that the activities and operations of the Athletics Department comply with all applicable state and federal laws and UNIVERSITY policies concerning intercollegiate athletics, including without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. §1981 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 1201, *et seq.*, and all state and federal non-discrimination laws.
- h. Developing, implementing, and maintaining a Strategic Plan for Athletics to include short, intermediate, and long-term plans in consultation with the President.
- i. Choosing teams and scheduling intercollegiate athletic games and directing means of travel to be employed by team members and coaching staff, hotel, food accommodations, and size and content of travel squad and party; and ensuring that all such activity is conducted in compliance with applicable University policies and procedures.
- j. Overseeing the game ticket distribution system and using his best efforts to ensure that such system is managed and conducted in a manner that results in accurate accounting of the distribution and receipt of revenue from ticket sales.
- k. Monitoring all athletically-related contracts in which the UNIVERSITY is a party, including but not limited to pouring rights, multi-media and sponsorships, signage, guarantee games, athletic facility concessions, apparel, ticketing, licensing and trademarks, etc., and using his best efforts to ensure that any funds, including revenues and royalties, and issued to the UNIVERSITY in accordance with the applicable contract, and that such funds are properly deposited with the UNIVERSITY.
- l. Adhering to and carrying out other directives and responsibilities as may be given by the President from time to time.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on July 6, 2020 and ending without further notice to TERRELL on June 30, 2023, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 University Compensation

3.1 In consideration of TERRELL's services and satisfactory performance of this agreement while employed in the position of Director of Athletics, UNIVERSITY shall pay TERRELL a base annual salary of \$125,800 during the term of this agreement, payable on a bi-weekly basis.

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

3.3 The University does not guarantee amounts due from the University under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 9.0 of this contract.

4.0 Supplements (FOUNDATION'S Obligations)

4.1 During the term of TERRELL'S employment as Director of Athletics, FOUNDATION shall provide the following supplements to TERRELL through FOUNDATION'S athletic funds:

- a. CAA DIRECTOR: \$15,000 annually to be paid in equal bi-weekly payments for TERRELL'S role as a Director for the Colonel Athletic Association. Subject to the approval of the President of the UNIVERSITY, the amount of this stipend may be increased if the Colonel Athletic Association decides to request that an increase in the amount of the stipend be made. Any increased payment is subject to ability of the Colonel Athletic Association to fund such increase, inclusive of related benefit costs.
- b. MPA COORDINATOR; \$5,000 annually to be paid in equal bi-weekly payments for TERRELL's role as the liaison coordinating activities between the UNIVERSITY and the Manning Passing Academy.
- c. \$350 monthly vehicle allowance. The UNIVERSITY has no obligation whatsoever to furnish a vehicle to TERRELL nor any vehicle insurance, maintenance, or mileage reimbursement. If a courtesy vehicle is provided to TERRELL by the Department of Athletics or the UNIVERSITY, the vehicle allowance may be suspended for a period during which said courtesy vehicle is provided to TERRELL.
- d. INCENTIVE PAY: TERRELL will receive additional supplemental compensation according to the following benefit schedule for increasing **Athletic Related Revenue**, defined as but not limited to: gifts to the Athletics Department's annual fund, major gift funds, including signed multi-year pledges, and endowed funds. Athletic Related Revenue does not include game guarantees or revenues raised subject to the Peak Performance contract, or similar third party fundraising contract. Supplemental compensation will be determined by the amount of Athletic Related Revenue generated and collected over a base amount of Four Hundred Thousand (\$400,000.00) annually and shall be paid to TERRELL no later than 90 days after the end of the previous fiscal year-end. Each supplemental compensation disbursement shall be subject to the standard federal and state withholdings and shall be funded by the Nicholls State University Colonel Athletic Association by way of the University's Payroll Office but only with funds available through Department of Athletics restricted accounts. (All calculations reset annually)

Level 1 – \$500,000 overall increase of Athletic Related Revenue base –
Compensation Payment - \$5,000.00

Level 2 - Amounts greater than Level 1 increase – compensation shall be 2% of amount exceeding Athletic Related Revenue base amount plus Level 1 collected funds (i.e. \$900,000.00).

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

4.3 TERRELL shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with TERRELL'S duties and responsibilities to the University and the athletic department.

4.4 Indemnification and Hold Harmless of UNIVERSITY. By signing this Agreement, TERRELL and FOUNDATION agrees to hold harmless and indemnify UNIVERSITY from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with all obligations incurred by the FOUNDATION under this agreement, and any and all acts and/or omissions of TERRELL in the performance of the independent contractor / fundraiser services for the FOUNDATION.

5.0 Employee Benefits

5.1 TERRELL 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 TERRELL'S base annual salary as provided by the UNIVERSITY.

6.0 Outside Income and/or Benefits

6.1 TERRELL may receive income, revenue, and benefits from outside sources while employed by the UNIVERSITY upon approval from the UNIVERSITY President and in accord with University and Board policies governing outside employment, but such activities are independent of TERRELL'S UNIVERSITY employment and the UNIVERSITY and the BOARD shall have no responsibility or liability for any claims arising therefrom. Such outside activities shall not interfere with the full and complete performance by TERRELL of TERRELL'S duties and obligations as a UNIVERSITY employee, recognizing that TERRELL'S primary obligations lie with the UNIVERSITY and its students. Notwithstanding the above or anything else herein to the contrary, if TERRELL receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than from UNIVERSITY, TERRELL 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.)

7.0 Compliance with Law, Policy, and Regulations

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

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

7.2 TERRELL 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 TERRELL shall at all times conduct himself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Athletic Department Staff

8.1 TERRELL shall have the opportunity to select unclassified athletics department personnel (within the established budget) upon authorization by the President and approval by the Board of Supervisors for the University of Louisiana System. TERRELL is expected to supervise athletics department personnel to assure compliance with NCAA, Conference, Board, and University rules and regulations.

9.0 Termination

9.1 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. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination.

9.2 Termination without Cause by UNIVERSITY. UNIVERSITY may terminate this agreement in the sole and absolute discretion of the UNIVERSITY President. Prior to such termination, UNIVERSITY shall notify the President of the University of Louisiana System. In the event the UNIVERSITY terminates the agreement, *without cause*, TERRELL shall only be entitled to receive an amount equal to the salary described in Paragraph 3.1 for a period of one

(1) year or until the employment term expires, whichever is earlier. The UNIVERSITY will only be liable for any salary under this clause for the remainder of the then current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the Colonel Athletic Association, but only with funds available through the Department of Athletics restricted accounts. Upon such termination, the UNIVERSITY will have no other obligation to TERRELL whatsoever. In the event that TERRELL should become employed by any employer during the period that the UNIVERSITY is paying him under this Paragraph 9.2, then the UNIVERSITY shall only be required to pay TERRELL the difference between the sum specified hereunder and his gross income from his new employer. All amounts payable to TERRELL hereunder shall be paid on a biweekly basis by way of the UNIVERSITY's Payroll Office.

9.3 Termination by TERRELL. In the event TERRELL terminates the Contract to assume an Athletic Director position prior to the expiration of the contract term, TERRELL is liable to the UNIVERSITY for liquidated damages in the amount of \$65,000.00 payable by TERRELL in a lump sum within sixty (60) days of the date of termination. If TERRELL terminates this contract for any other reason than becoming employed as an Athletic Director, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then TERRELL shall have no responsibility, obligation, or liability to the UNIVERSITY. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination.

9.4 Termination for Just Cause. UNIVERSITY has the right to terminate this contract for "just cause". The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of TERRELL constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination. In addition to failure to comply with this agreement, grounds for termination under this Section also includes, but is not limited to:

- a. Misconduct, defined to 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 TERRELL into substantial public disrepute, contempt, scandal, ridicule

sufficient to materially impair TERRELL'S ability to perform the obligations contained herein without material adverse impact on the athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to the Director of Athletics as a visible representative of the UNIVERSITY.

- b. Substantial and manifest incompetence.
- c. Violation or gross disregard of state or federal laws.
- d. Significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- e. Refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the TERRELL no longer retain the position of Director of Athletics.
- f. Prolonged absence from UNIVERSITY without UNIVERSITY'S consent.
- g. Poor performance evaluation by President not corrected within a reasonable period of time, as determined by UNIVERSITY, following notice to TERRELL.
- h. Failure to administer the athletics department 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.
- i. Any cause adequate to sustain the termination of any other UNIVERSITY employee of the Director of Athletics classification.

9.5 UNIVERSITY may cancel this Agreement at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency, or a determination by the 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. 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, TERRELL 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.

9.6 In the event that TERRELL is reassigned to another position or suspended or placed on administrative leave with UNIVERSITY, any entitlement to a, cell phone allowance, country club membership, other FOUNDATION'S supplements, *etc.*, shall cease immediately upon the occurrence of any such event.

9.7 TERRELL agrees that in the event of termination of this agreement by UNIVERSITY for any reason, his sole and exclusively remedy, if any, against UNIVERSITY shall be in accordance with the provisions set forth in this Agreement. In no event shall UNIVERSITY be liable for direct, indirect, special, incidental, or consequential damages.

10.0 University Fundraising

10.1 All fundraising activities by TERRELL must be pre-approved by the President, or President's designee, to ensure that such activities are in compliance with UNIVERSITY policies.

11.0 Miscellaneous

11.1 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.

11.2 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.

11.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Louisiana.

11.4 Fiscal Funding. The continuation of this contract is contingent on the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means as provided by law to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11.5 Entire Agreement. This single Contract of Employment shall become the agreement between the parties supplanting any and all previous other oral or written agreements, letters of appointments, and/or memoranda of understanding regarding any of the matters or things provided for or hereinabove discussed and mentions. This Contracts of Employment may be amended only in writing, signed and agreed to by the parties, and approved by the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGED AND AGREED TO BY:

Dr. John J. Clune, Jr.
President
Nicholls State University

ACKNOWLEDGED AND AGREED TO BY:

Jonathan Terrell
Director of Athletics
Nicholls State University

ACKNOWLEDGED AND AGREED TO ON BEHALF OF THE
COLONEL ATHLETIC ASSOCIATION AND THE NICHOLLS
STATE UNIVERSITY FOUNDATION

Christopher H. Riviere
President
Nicholls State University Foundation, Inc. as custodian of funds
for the Colonel Athletic Association

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

Dr. James B. Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

September 3, 2020

Item F.6. **University of Louisiana at Lafayette's** request for approval of amended Contracts for Employment for various coaches.

EXECUTIVE SUMMARY

The University is requesting the respective amendments to the following coaches' Contracts for Employment:

- **Matt Deggs, Head Baseball Coach**
 - Coach will forgo his cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - Coach and Assistant Baseball Coaches forgo their respective Academic Achievement Compensation (i.e., Coach will forgo \$5,000; Assistants will forgo \$1,250) from July 1, 2019 – June 30, 2020.
 - This amendment to Coach's Contract shall be effective July 1, 2019.
- **Garry P. Brodhead, Head Women's Basketball Coach**
 - Coach will forgo his cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - Coach will forgo the \$10,000 Academic Achievement Compensation from July 1, 2019 – June 30, 2020.
 - This amendment to Coach's Contract shall be effective July 1, 2019.
- **William H. Napier, Head Football Coach**
 - Coach will forgo his cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - This amendment to Coach's contract shall be effective July 1, 2019.
 - Coach will forgo the \$25,000 Academic Achievement Compensation from July 1, 2019 – June 30, 2020. Assistant Football Coaches do not presently receive Academic Achievement Compensation.
 - This amendment to Coach's Contract shall be effective July 1, 2019.
- **Robert Marlin, Head Men's Basketball Coach**
 - Coach will forgo his cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - Coach forgoes the \$7,500 Academic Achievement Compensation from July 1, 2019 – June 30, 2020. Assistant Men's Basketball Coaches will continue to receive all earned Academic Achievement Compensation.
 - This amendment to Coach's Contract shall be effective July 1, 2019.

- Gerald Glasco, Jr., Head Softball Coach
 - Coach will forgo his cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - Coach forgoes the \$5,000 Academic Achievement Compensation from July 1, 2019 – June 30, 2020. Assistant Softball Coaches will continue to receive all earned Academic Achievement Compensation.
 - This amendment to Coach's Contract shall be effective July 1, 2019.
- Heather Fontenot-Mazeitis, Head Volleyball Coach
 - Coach will forgo her cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - Coach forgoes the \$1,000 Academic Achievement Compensation from July 1, 2019 – June 30, 2020. Assistant Volleyball Coaches will continue to receive all earned Academic Achievement Compensation.
 - This amendment to Coach's Contract shall be effective July 1, 2019.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the amendments to the contracts of Matt Deggs, Head Baseball Coach; Garry P. Brodhead, Head Women's Basketball Coach; William H. Napier, Head Football Coach; Robert Marlin, Head Men's Basketball Coach; Gerald Glasco, Jr., Head Softball Coach; and Heather Fontenot-Mazeitis, Head Volleyball Coach; each effective as stated above.



August 6, 2020

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 a request for approval of a first amendment contract agreement between the University of Louisiana at Lafayette and Matt Deggs, Head Baseball Coach.

Please place this item on the agenda for the August 2020 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Joseph Savoie", written over a horizontal line.

E. Joseph Savoie
President

SVC

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT ("Amendment") is made and effective the 1st day of July, 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." All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective August 1, 2020 for Coach to be employed as University's Head Baseball Coach under the terms and conditions set forth therein (the "Contract");

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make such Amendment effective as of the Effective Date.

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. Delete Section 8(c) in its entirety and replaced with the following:

Cellular Telephone Allowance. Except for each month during the 2020-2021 fiscal year (i.e., July 1, 2020 – June 30, 2021), a cellular telephone allowance of Eighty and Dollars and NO/100 (\$80.00) per month.

2. Add the following Section 10(a)(i)(4):

This Section 10(a)(i) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and neither Coach nor Baseball Assistants will be eligible to receive Academic Achievement Compensation during that timeframe.

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

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

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

DocuSigned by:
Joseph Savoie 8/5/2020
1405E1487C93461...

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

**Matt Deggs,
Head Baseball Coach**

DocuSigned by:
Matt Deggs 7/30/2020
09BD7222377B479...

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 7/31/2020
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of August, 2020.

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



August 6, 2020

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 a request for approval of a first amendment contract agreement between the University of Louisiana at Lafayette and Garry P. Brodhead, Head Women's Basketball Coach.

Please place this item on the agenda for the August 2020 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

svc

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD WOMEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT ("Amendment") is made and effective the 1st day of July, 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 GARRY P. BRODHEAD ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make such Amendment effective as of the Effective Date.

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. Delete Section 6(c) in its entirety and replaced with the following:

Cellular Telephone Allowance. Except for each month during the 2020-2021 fiscal year (i.e., July 1, 2020 – June 30, 2021), a cellular telephone allowance of Eighty and Dollars and NO/100 (\$80.00) per month.

2. Add the following Section 8(a)(i)(4):

This Section 8(a)(i) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and Coach will not be eligible to receive Academic Achievement Compensation during that timeframe.

3. Delete Section 8(b) in its entirety and replaced with the following:

Assistant Coach Achievement Compensation. University acknowledges the Women's Basketball Assistant Coaches and Director of Women's Basketball Operations (collectively, "Women's Basketball Assistants") will contribute valuably to the occurrence of the Women's Basketball Team's achievements. In recognition of such contributions, the Foundation shall issue to each paid Women's Basketball Assistant an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during each Women's Basketball Assistant's employment as a Women's Basketball Assistant. Women's Basketball Assistants will remain eligible for twenty-five (25%) percent of the Academic Achievement Compensation pursuant to Section 8(a)(i) during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020), despite Coach's ineligibility during this timeframe, if the requirements for such Achievement are otherwise met. The Foundation shall issue such Achievement Compensation payments to the Women's Basketball Assistants from the Foundation's Unrestricted Athletic Funds. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.

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

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

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

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

DocuSigned by:
Joseph Savoie 8/5/2020
1405E1487C93461...

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

**Garry P. Brodhead,
Head Women's Basketball Coach**

DocuSigned by:
Garry P. Brodhead 7/31/2020
E89F3EAA242E445...

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 7/31/2020
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of August, 2020.

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



August 6, 2020

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 a request for approval of third amendment to restated contract agreement between the University of Louisiana at Lafayette and William H. Napier, Head Football Coach.

Please place this item on the agenda for the August 2020 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Joseph Savoie", written over the word "Sincerely,".

E. Joseph Savoie
President

SVC

Attachment

**THIRD AMENDMENT TO
RESTATED CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of July, 2019 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and WILLIAM H. NAPIER (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, University and Coach entered into a First Amendment and Restated Contract for Employment effective August 22, 2019 (the “First Restated Contract”) and a Second Amendment and Restated Contract for Employment effective January 1, 2020 (“Second Restated Contract”);

WHEREAS, the parties now desire to amend the Second Restated Contract; and

WHEREAS, the parties wish to make such Amendment effective as of the Effective Date.

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. Delete Section (7)(c) in its entirety and replaced with the following:

Cellular Telephone Allowance. Except for each month during the 2020-2021 fiscal year (i.e., July 1, 2020 – June 30, 2021), a cellular telephone allowance of Eighty and Dollars and NO/100 (\$80.00) per month.

2. Add the following Section 9(a)(i)(4):

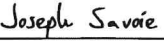
This Section 9(a)(i) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and Coach will not be eligible to receive Academic Achievement Compensation during that timeframe.


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

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

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

**William H. Napier,
Head Football Coach**

DocuSigned by:

1405E1487C93461...
8/4/2020
Date
Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

DocuSigned by:

7C75DAC88CBB464...
7/30/2020
Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:

7A02B7BEB1AC469...
7/31/2020
Date
Joe Giglio, Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of August, 2020.

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F.6.d

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

Université des Acadiens

August 6, 2020

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 a request for approval of a first amendment contract agreement between the University of Louisiana at Lafayette and Robert Marlin, Head Men's Basketball Coach.

Please place this item on the agenda for the August 2020 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

SVC

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD MEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT ("Amendment") is made and effective the 1st day of July, 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 ROBERT MARLIN ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make such Amendment effective as of the Effective Date.

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. Delete Section 7(c) in its entirety and replaced with the following:

Cellular Telephone Allowance. Except for during each month of the 2020-2021 fiscal year (i.e., July 1, 2020 – June 30, 2021), a cellular telephone allowance of Eighty and Dollars and NO/100 (\$80.00) per month.

2. Add the following Section 9(a)(i)(4):

This Section 9(a)(i) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and Coach will not be eligible to receive Academic Achievement Compensation during that timeframe.

3. Delete Section 9(b) in its entirety and replaced with the following:

Assistant Coach Achievement Compensation. University acknowledges the Men's Basketball Assistant Coaches and Director of Basketball Operations (collectively, "Men's Basketball Assistants") will contribute valuably to the occurrence of the Men's Basketball Program's achievements. In recognition of such contributions, the Foundation shall issue to each paid Men's Basketball Assistant an Achievement Compensation payment equal to twenty-five (25%) percent of all Academic and Performance Achievement Compensation payments issued to Coach pursuant to Sections 9(a)(i)-(ii), above, during the Men's Basketball Assistant's employment as a Men's Basketball Assistant. Men's Basketball Assistants will remain eligible for twenty-five (25%) percent of the Academic Achievement Compensation pursuant to Section 9(a)(i)(1)-(3) during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020), despite Coach's ineligibility during this timeframe, if the requirements for such Achievement are otherwise met. The Foundation shall issue such Achievement Compensation payments to the Men's Basketball Assistants from the Foundation's Unrestricted Athletic Funds. Any Assistant Coach Achievement Compensation is separate from, and shall be issued in addition to, any Head Coach Achievement Compensation owed to Coach

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

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

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

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

**Robert Marlin,
Head Men's Basketball Coach**

DocuSigned by:
Joseph Savoie 8/5/2020
1405E1487C93461...

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

DocuSigned by:
Robert J Marlin 7/30/2020
BE3417F038C0488...

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 7/31/2020
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of June, 2020.

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



August 6, 2020

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 a request for approval of a second amendment to restated contract agreement between the University of Louisiana at Lafayette and Gerald Glasco, Jr., Head Softball Coach.

Please place this item on the agenda for the August 2020 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

svc

Attachment

**SECOND AMENDMENT TO
RESTATED CONTRACT FOR EMPLOYMENT
HEAD SOFTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT ("Amendment") is made and effective the 1st day of July, 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 GERALD GLASCO, JR. ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract of Employment effective December 1, 2017 for Coach to be employed as University's Head Softball Coach (under the terms and conditions set forth therein (the "Original Contract");

WHEREAS, University and Coach entered into a First Amendment and Restated Contract for Employment effective January 1, 2020 (the "First Restated Contract");

WHEREAS, the parties now desire to amend the First Restated Contract; and

WHEREAS, the parties wish to make such Amendment effective as of the Effective Date.

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. Delete Section 7(c) in its entirety and replaced with the following:

Cellular Telephone Allowance. Except for during each month of the 2020-2021 fiscal year (i.e., July 1, 2020 – June 30, 2021), a cellular telephone allowance of Eighty and Dollars and NO/100 (\$80.00) per month.

2. Add the following Section 8(a)(vi)(3):

This Section 8(a)(vi) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and Coach will not be eligible to receive Academic Achievement Compensation during that timeframe.

3. Delete Section 8(d) in its entirety and replaced with the following:

University acknowledges the Softball Assistant Coaches and Director of Softball Operations (collectively, “Softball Assistants”) will contribute valuably to the above-described achievements. Accordingly, each paid Softball Assistant employed in such capacity when Coach receives any supplemental compensation pursuant to Section 8(a)-(c), above, shall receive supplemental compensation equal to twenty-five (25%) percent of the amount of all supplemental compensation paid to Coach in sections 8(a)-(c), above, unless the Softball Assistant has been suspended, or his/her employment has been terminated, for any reason prior to earning the supplemental compensation. Softball Assistants will remain eligible for twenty-five (25%) percent of the Academic Achievement Compensation pursuant to Section 8(a)(vi) during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020), despite Coach’s ineligibility during this timeframe, if the requirements for such Achievement are otherwise met. Such supplemental compensation shall be separate from the supplemental compensation paid to Coach, and shall be:

- i. Deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment;
- ii. Paid from the Foundation’s Unrestricted Athletic Fund accounts within thirty (30) days from the effective date of the event; and
- iii. Subject to the standard federal and state withholdings.

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

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

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

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

**Gerald Glasco, Jr.,
Head Softball Coach**

DocuSigned by:
Joseph Savoie 8/5/2020
1405E1487C93461...
Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

DocuSigned by:
[Signature] 7/30/2020
7BF31A3058F0434...
Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 7/31/2020
7A02B7BEB1AC469...
Joe Giglio, Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of August, 2020.

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



August 6, 2020

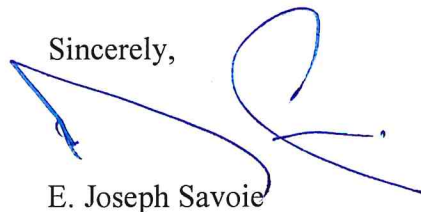
Dr. James B. Henderson
President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

This is a request for approval of second amendment to restated contract agreement between the University of Louisiana at Lafayette and Heather Mazeitis-Fontenot, Head Volleyball Coach.

Please place this item on the agenda for the August 2020 meeting of the Board of Supervisors.

Sincerely,



E. Joseph Savoie
President

SVC

Attachment

**SECOND AMENDMENT TO
RESTATED CONTRACT FOR EMPLOYMENT
HEAD VOLLEYBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of July, 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 HEATHER MAZEITIS-FONTENOT (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract of Employment effective March 1, 2018 for Coach to be employed as University’s Head Volleyball Coach (under the terms and conditions set forth therein (the “Original Contract”));

WHEREAS, University and Coach entered into a First Amendment and Restated Contract for Employment effective February 1, 2020 (the “First Restated Contract”);

WHEREAS, the parties now desire to amend the First Restated Contract; and

WHEREAS, the parties wish to make such Amendment effective as of the Effective Date.

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. Delete Section 6(c) in its entirety and replaced with the following:

Cellular Telephone Allowance. Except for during each month of the 2020-2021 fiscal year (i.e., July 1, 2020 – June 30, 2021), a cellular telephone allowance of Eighty and Dollars and NO/100 (\$80.00) per month.

2. Add the following Section 7(a)(i)(4):

This Section 7(a)(i) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and Coach will not be eligible to receive Academic Achievement Compensation during that timeframe.

3. Delete Section 7(b) in its entirety and replaced with the following:

Assistant Coach Achievement Compensation. University acknowledges the Volleyball Assistant Coaches will contribute valuably to the occurrence of the Volleyball Team's achievements. In recognition of such contributions, University shall issue to each paid Volleyball Assistant 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, an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during each Volleyball Assistant Coach's employment as a Volleyball Assistant Coach. Volleyball Assistant Coaches will remain eligible to receive twenty-five (25%) percent of the Academic Achievement Compensation pursuant to Section 7(a)(i) during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020), despite Coach's ineligibility during this timeframe, if the requirements for such Achievement are otherwise met. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach

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

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

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

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

**Heather Mazeitis-Fontenot
Head Volleyball Coach**

DocuSigned by:
Joseph Savoie 8/5/2020
1405E1487C93461...
Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

DocuSigned by:
Heather Mazeitis-Fontenot 7/31/2020
E89DC2E760F84F8...
Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 7/31/2020
7A02B7BEB1AC469...
Joe Giglio, Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of August, 2020.

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