

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.10. **University of Louisiana at Lafayette's** request for approval of a contract with Mr. David Looney, Jr., Assistant Football Coach, effective March 1, 2020.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$145,000. Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

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

If Coach terminates the contract, Coach shall pay to Foundation:

- 30% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. David Looney, Jr., Assistant Football Coach, effective March 1, 2020.



February 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 to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. David Looney, Jr., Assistant Football Coach.

Please place this item on the agenda for the February 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,


E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 1st day of March, 2020 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and DAVID LOONEY, JR. ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Football Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University's Head Football Coach and/or University's Director of Athletics ("Director"), Coach shall serve as the Assistant Offensive Line Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of Director and President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2022 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Assistant Offensive Line Coach which are expressly assigned and/or inherent in such position.
- b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
- g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- [illegible]

compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.

- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

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

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through Director all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

11. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.

12. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

13. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, Director, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
7. Prolonged absence from University without University's consent.

ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. Coach shall pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Thirty (30%) percent of the Base Salary amount if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Fifteen (15%) percent of the Base Salary amount if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing

Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

15. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
16. **Termination of William H. Napier.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of thirty (30) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such thirty (30) day period.
17. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
18. **Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.
19. **Miscellaneous.**
 - a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
 - b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.

- c. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
 - d. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
 - e. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - f. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - g. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - h. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - i. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - l. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.
20. **Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

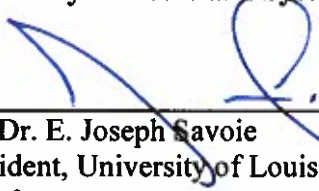
Coach:

David Looney, Jr.
202 Reinhardt Drive
Lafayette, LA 70506

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

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

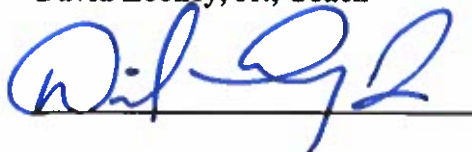
**Board of Supervisors of the
University of Louisiana System**


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

Date

2/5/2020

David Looney, Jr., Coach



Date

1/27/2020

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

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

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

STATE OF LOUISIANA


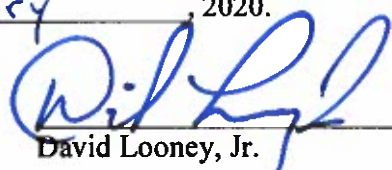
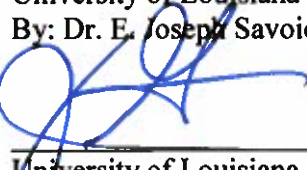
PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

Entered into this 5th day of February, 2020.

 _____ Board of Supervisors of the University of Louisiana System By: Dr. E. Joseph Savoie	 _____ Date <u>2/5/2020</u> David Looney, Jr.
 _____ University of Louisiana at Lafayette Foundation By: Joe Giglio, Chairman	<u>1/27/2020</u> _____ Date

2/4/2020

Date

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

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

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.11. University of Louisiana at Lafayette's request for approval of a contract with Mr. Michael Desormeaux, Assistant Football Coach, effective March 1, 2020.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$145,000. Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

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

If Coach terminates the contract, Coach shall pay to Foundation:

- 30% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Michael Desormeaux, Assistant Football Coach, effective March 1, 2020.



February 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 to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Michael Desormeaux, Assistant Football Coach.

Please place this item on the agenda for the February 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 1st day of March, 2020 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and MICHAEL DESORMEAUX ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Football Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University's Head Football Coach and/or University's Director of Athletics ("Director"), Coach shall serve as the Tight Ends Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of Director and President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2022 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. Duties and Responsibilities. Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Tight End Coach which are expressly assigned and/or inherent in such position.
- b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
- g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Forty-Five Thousand Dollars and NO/100 (\$145,000.00), payable in equal monthly installments of Twelve Thousand Eighty-Three Dollars and 33/100 (\$12,083.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Football Tickets.** University shall provide Coach up to four (4) tickets per home Football game for personal use.
- 7. **Additional Benefits.** University shall also provide to Coach the use of an automobile supplied by an automobile dealership.
- 8. **Achievement Compensation.**
 - a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, 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 in the greater of:
 - i. An amount equal to twenty five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.
 - b. All Achievement Compensation payable pursuant to this Section 8 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental

compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.

- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

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

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through Director all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

11. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.

12. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

13. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, Director, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
7. Prolonged absence from University without University's consent.

ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. Coach shall pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Thirty (30%) percent of the Base Salary amount if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Fifteen (15%) percent of the Base Salary amount if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing

Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

15. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
16. **Termination of William H. Napier.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of thirty (30) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such thirty (30) day period.
17. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
18. **Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.
19. **Miscellaneous.**
 - a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
 - b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.

- c. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
 - d. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
 - e. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - f. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - g. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - h. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - i. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - l. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.
- 20. Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

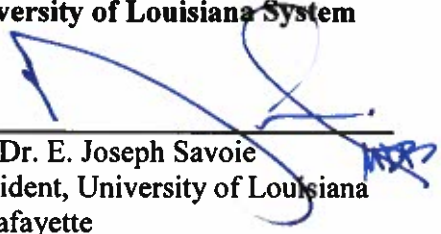
Coach:

Michael Desormeaux
202 Reinhardt Drive
Lafayette, LA 70506

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

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

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


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

Date

2/5/2020

Michael Desormeaux, Coach



Date

1/25/2020

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

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

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

STATE OF LOUISIANA


PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

Entered into this 5th day of February, 2020.



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

2/5/2020

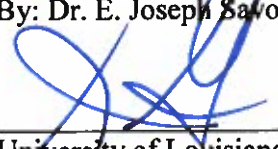
Date



Michael Desormeaux

1/25/2020

Date



University of Louisiana at Lafayette
Foundation
By: Joe Giglio, Chairman

2/4/2020

Date

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

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

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.12. **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Timothy Leger, Assistant Football Coach, effective March 1, 2020.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$150,000. Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

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

If Coach terminates the contract, Coach shall pay to Foundation:

- 30% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Timothy Leger, Assistant Football Coach, effective March 1, 2020.



February 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 to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Timothy Leger, Assistant Football Coach.

Please place this item on the agenda for the February 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savpie
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 1st day of March, 2020 ("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 TIMOTHY LEGER ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Football Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University's Head Football Coach and/or University's Director of Athletics ("Director"), Coach shall serve as the Recruiting Coordinator for the Football Program. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of Director and President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2022 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. Duties and Responsibilities. Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Recruiting Coordinator which are expressly assigned and/or inherent in such position.
- b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
- g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00), payable in equal monthly installments of Twelve Thousand Five Hundred Dollars and NO/100 (\$12,500.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Football Tickets.** University shall provide Coach up to four (4) tickets per home Football game for personal use.
- 7. **Additional Benefits.** University shall also provide to Coach the use of an automobile supplied by an automobile dealership.
- 8. **Achievement Compensation.**
 - a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, 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 in the greater of:
 - i. An amount equal to twenty five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.
 - b. All Achievement Compensation payable pursuant to this Section 8 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental

compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.

- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

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

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through Director all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

11. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.

12. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

13. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, Director, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
7. Prolonged absence from University without University's consent.

ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. Coach shall pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Thirty (30%) percent of the Base Salary amount if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Fifteen (15%) percent of the Base Salary amount if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing

Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

15. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
16. **Termination of William H. Napier.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of thirty (30) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such thirty (30) day period.
17. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
18. **Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.
19. **Miscellaneous.**
 - a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
 - b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.

- c. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
 - d. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
 - e. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - f. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - g. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - h. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - i. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - l. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.
- 20. Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

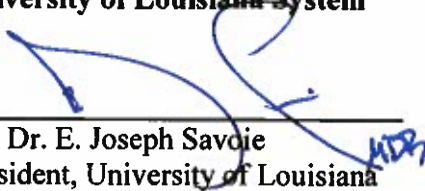
Coach:

Timothy Leger
202 Reinhardt Drive
Lafayette, LA 70506

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

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

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


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

Date

2/5/2020

Timothy Leger, Coach


Date

1/24/2020

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

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

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

STATE OF LOUISIANA

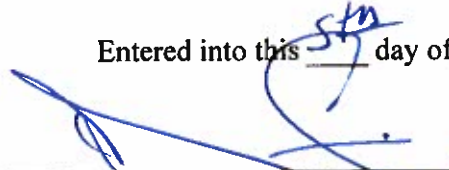
PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

Entered into this 5th day of February, 2020.



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

2/5/2020

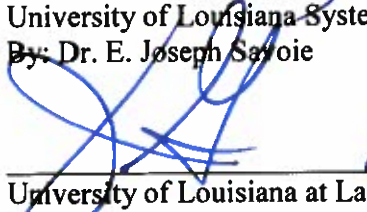
Date



Timothy Leger

1/25/2020

Date



University of Louisiana at Lafayette
Foundation
By: Joe Giglio, Chairman

2/4/2020

Date

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

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

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.13. **University of Louisiana at Lafayette's** request for approval of a contract with Mr. LaMar Morgan, Assistant Football Coach, effective March 1, 2020.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$145,000. Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

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

If Coach terminates the contract, Coach shall pay to Foundation:

- 30% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. LaMar Morgan, Assistant Football Coach, effective March 1, 2020.



February 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 to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. LaMar Morgan, Assistant Football Coach.

Please place this item on the agenda for the February 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 1st day of March, 2020 ("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 **LAMAR MORGAN** ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Football Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University's Head Football Coach and/or University's Director of Athletics ("Director"), Coach shall serve as the Cornerbacks Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of Director and President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2022 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. Duties and Responsibilities. Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Cornerbacks Coach which are expressly assigned and/or inherent in such position.
- b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
- g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Forty-Five Thousand Dollars and NO/100 (\$145,000.00), payable in equal monthly installments of Twelve Thousand Eighty-Three Dollars and 33/100 (\$12,083.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Football Tickets.** University shall provide Coach up to four (4) tickets per home Football game for personal use.
- 7. **Additional Benefits.** University shall also provide to Coach the use of an automobile supplied by an automobile dealership.
- 8. **Achievement Compensation.**
 - a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, 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 in the greater of:
 - i. An amount equal to twenty five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.
 - b. All Achievement Compensation payable pursuant to this Section 8 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental

compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.

- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

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

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through Director all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

11. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.

12. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

13. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, Director, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. Coach shall pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Thirty (30%) percent of the Base Salary amount if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Fifteen (15%) percent of the Base Salary amount if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing

Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

15. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
16. **Termination of William H. Napier.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of thirty (30) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such thirty (30) day period.
17. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
18. **Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.
19. **Miscellaneous.**
 - a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
 - b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.

- c. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
 - d. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
 - e. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - f. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - g. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - h. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - i. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - l. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.
- 20. Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

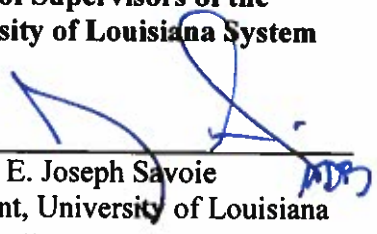
Coach:

LaMar Morgan
202 Reinhardt Drive
Lafayette, LA 70506

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

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

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


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

2/5/2020
Date

LaMar Morgan, Coach



2-3-20
Date

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

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

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

STATE OF LOUISIANA

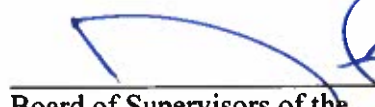
PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

Entered into this 5th day of February, 2020.



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

2/5/2020

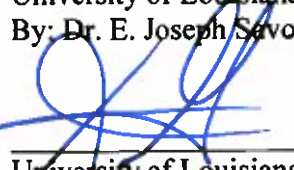
Date



LaMar Morgan

2-5-2020

Date



University of Louisiana at Lafayette
Foundation
By: Joe Giglio, Chairman

2/4/2020

Date

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

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

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.14. University of Louisiana at Lafayette's request for approval of a contract with Mr. Mark Hocke, Head Strength and Conditioning Coach/Associate Head Football Coach, effective March 1, 2020.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$257,500. Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

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

If Coach terminates the contract, Coach shall pay to Foundation:

- 30% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Mark Hocke, Head Strength and Conditioning Coach/Associate Head Football Coach, effective March 1, 2020.



February 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 to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Mark Hocke, Director of Strength and Conditioning for Football / Associate Head Coach.

Please place this item on the agenda for the February 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
HEAD STRENGTH AND CONDITIONING COACH AND
ASSOCIATE HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 1st day of March, 2020 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and MARK HOCKE ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Head Coach of University's Strength and Conditioning Program (the "Strength and Conditioning Program") and Associate Head Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Head Strength and Conditioning Coach and Associate Head Football Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Head Coach of its Strength and Conditioning Program and Associate Head Football Coach of its Football Program, and Coach hereby accepts such employment. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of University's Director of Athletics ("Director") and President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2022 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services

without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. Duties and Responsibilities. Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Associate Head Football Coach as the Football Program's Director of Strength and Conditioning which are expressly assigned and/or inherent in such position.
- b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.

- g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.
 - h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Fifty-Seven Thousand Five Hundred Dollars and NO/100 (\$257,500.00), payable in equal monthly installments of Twenty-One Thousand Four Hundred Fifty-Eight Dollars and 33/100 (\$21,458.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Football Tickets.** University shall provide Coach up to four (4) tickets per home Football game for personal use.
- 7. **Additional Benefits.** University shall also provide to Coach the use of an automobile supplied by an automobile dealership.
- 8. **Achievement Compensation.**
 - a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, 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 in the greater of:
 - i. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or

- ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.
- b. All Achievement Compensation payable pursuant to this Section 8 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

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

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through Director all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3)

participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

11. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.

12. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

13. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or

with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, Director, or President, or other insubordination;

4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
7. Prolonged absence from University without University's consent.

ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. Coach shall pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Thirty (30%) percent of the Base Salary amount if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or

- ii. Fifteen (15%) percent of the Base Salary amount if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.
 - c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- 15. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Associate Head Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
- 16. **Termination of William H. Napier.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of thirty (30) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such thirty (30) day period.
- 17. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
- 18. **Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Associate Head Football Coach or in any other employment capacity.

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- d. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- e. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- f. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- g. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- h. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- i. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
- j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.

- I. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

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

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

University Designee:

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

With copy to:

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

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

Coach:

Mark Hocke
202 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

Date

2/5/2020

Mark Hocke, Coach

Date

1/27/2020

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD STRENGTH AND CONDITIONING COACH AND
ASSOCIATE HEAD FOOTBALL COACH**

STATE OF LOUISIANA

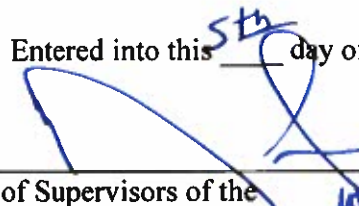
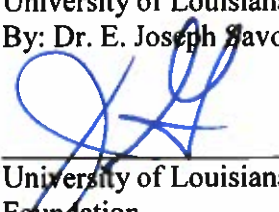
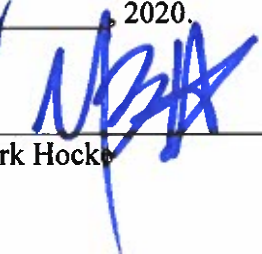
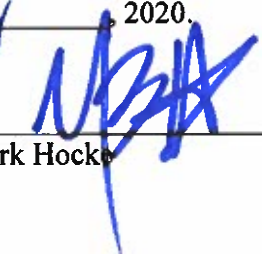
PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Strength and Conditioning Coach and Associate Head Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract for Employment for Head Strength and Conditioning Coach and Associate Head Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

Entered into this 5th day of February, 2020.

 _____ Board of Supervisors of the University of Louisiana System By: Dr. E. Joseph Savoie  _____ University of Louisiana at Lafayette Foundation By: Joe Giglio, Chairman	 _____ Mark Hocke  _____ Secretary of the Board of Supervisors for the University of Louisiana System
Date <u>2/5/2020</u>	Date <u>1/27/2020</u>
Date <u>2/4/2020</u>	

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

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

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.15. **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Robert Sale, Assistant Football Coach, effective December 1, 2019.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$360,000. Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

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

If Coach terminates the contract, Coach shall pay to Foundation:

- 30% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Robert Sale, Assistant Football Coach, effective December 1, 2019.



February 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 to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Robert Sale, Assistant Football Coach.

Please place this item on the agenda for the February 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Football Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment**. University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University's Head Football Coach and/or University's Director of Athletics ("Director"), Coach shall serve as the Offensive Coordinator and Offensive Line Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of Director and President.
2. **Term**.
 - a. **Initial Term**. This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2022 ("Initial Term").
 - b. **Renewal**. This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Offensive Coordinator and Offensive Line Coach which are expressly assigned and/or inherent in such position.
- b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
- g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- [illegible]

compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.

- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

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

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through Director all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

11. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.

12. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

13. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, Director, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. Coach shall pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Thirty (30%) percent of the Base Salary amount if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Fifteen (15%) percent of the Base Salary amount if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing

Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

15. **Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
16. **Termination of William H. Napier.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of thirty (30) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such thirty (30) day period.
17. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
18. **Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.
19. **Miscellaneous.**
 - a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
 - b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.

- c. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
 - d. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
 - e. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - f. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - g. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - h. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - i. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - l. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.
20. **Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

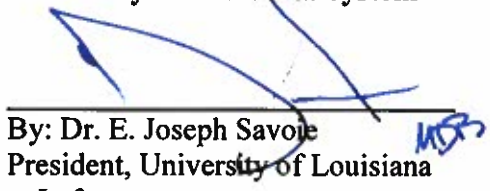
Coach:

Robert Sale
202 Reinhardt Drive
Lafayette, LA 70506

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

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

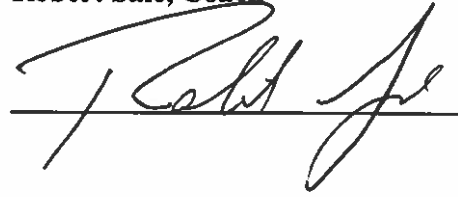
**Board of Supervisors of the
University of Louisiana System**


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

Date

2/5/2020

Robert Sale, Coach



Date

1/25/20

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

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

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

STATE OF LOUISIANA


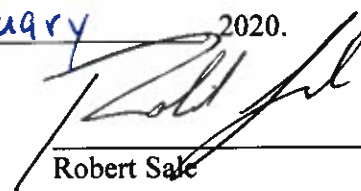
PARISH OF LAFAYETTE

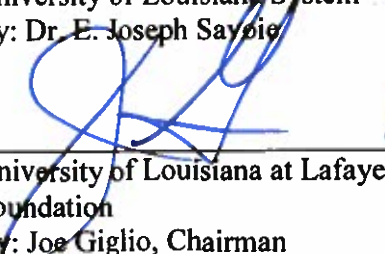
This is an Ancillary Agreement between the Board of Supervisors for the University of Louisiana System ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette ("University"), represented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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

Entered into this 5th day of February, 2020.

 _____ Board of Supervisors of the University of Louisiana System By: Dr. E. Joseph Savoie	Date	 _____ Robert Sale	Date
	<u>1/25/20</u>		

 _____ University of Louisiana at Lafayette Foundation By: Joe Giglio, Chairman	Date
	<u>2/4/2020</u>

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

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

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.16. **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Rory Segrest, Assistant Football Coach, effective March 1, 2020.

EXECUTIVE SUMMARY

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$150,000. Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts in the greater of:

- An amount equal to 25% of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
- An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

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

If Coach terminates the contract, Coach shall pay to Foundation:

- 30% of the Base Salary amount to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the Base Salary amount to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Rory Segrest, Assistant Football Coach, effective March 1, 2020.



February 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 to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Rory Segrest, Assistant Football Coach.

Please place this item on the agenda for the February 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

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

E. Joseph Savoie
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 1st day of March, 2020 ("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 RORY SEGREST ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University's Football Program (the "Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Assistant Football Coach of the Football Program under the terms and conditions as set forth herein;

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University's Head Football Coach and/or University's Director of Athletics ("Director"), Coach shall serve as the Defensive Line Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University's Head Football Coach. Coach shall also be under the general supervision of Director and President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2022 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.

3. Duties and Responsibilities. Coach shall perform such duties as the Head Football Coach and/or Director may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Defensive Line Coach which are expressly assigned and/or inherent in such position.
- b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
- g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or Director from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00), payable in equal monthly installments of Twelve Thousand Five Hundred Dollars and NO/100 (\$12,500.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Football Tickets.** University shall provide Coach up to six (6) tickets per home Football game for personal use.
7. **Additional Benefits.** University shall also provide to Coach an automobile allowance of Two Hundred Fifty Dollars and NO/100 (\$250.00) per month and a cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
8. **Achievement Compensation.**
 - a. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, 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 in the greater of:
 - i. An amount equal to twenty five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game, provided that Coach coaches the Football Team in such Bowl game.

- b. All Achievement Compensation payable pursuant to this Section 8 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

9. Compliance with Law, Policy, and Regulations.

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

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through Director all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

11. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.

12. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

13. Termination by University.

a. Without Cause.

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue

payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.

- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 - 1. Failure to comply with this Contract;
 - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 - 3. Failure to comply with a lawful directive from the Head Football Coach, Director, or President, or other insubordination;
 - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the

NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;

5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
7. Prolonged absence from University without University's consent.

ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. Coach shall pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Thirty (30%) percent of the Base Salary amount if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Fifteen (15%) percent of the Base Salary amount if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2021 football season.

- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- 15. Termination by Death or Incapacity.** This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.
- 16. Termination of William H. Napier.** Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of thirty (30) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such thirty (30) day period.
- 17. Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall participate in training programs offered by University as reasonably required by University. Furthermore, Coach shall be responsible for complying with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
- 18. Acknowledgement.** The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Assistant Football Coach or in any other employment capacity.
- 19. Miscellaneous.**
- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
 - b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the

other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.

- c. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
 - d. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
 - e. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
 - f. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - g. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - h. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - i. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - j. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - k. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - l. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.
20. **Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given

either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

Coach:

Rory Segrest
202 Reinhardt Drive
Lafayette, LA 70506

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

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

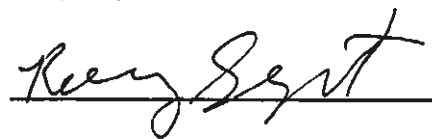
Board of Supervisors of the
University of Louisiana System

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

Date

2/3/2020

Rory Segrest, Coach



Date

1-27-20

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

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

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

STATE OF LOUISIANA

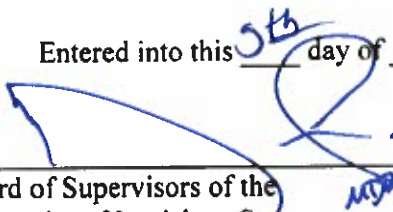
PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract for Employment for Assistant Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 8 and 13 through 16 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

Entered into this 5th day of February, 2020.

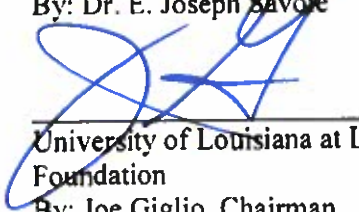


Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

MSR Date

Rory Segrest

1-27-20
Date



University of Louisiana at Lafayette
Foundation
By: Joe Giglio, Chairman

2/4/2020
Date

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

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

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.17. University of Louisiana at Monroe's request for approval of a contract with Ms. Jessica Guiggioli, Head Women's Tennis Coach, effective November 22, 2019.

EXECUTIVE SUMMARY

This agreement expires on May 21, 2023. During this term, Coach will receive a base annual salary of \$55,000 from the University. The ULM Athletic Foundation will pay up to \$5,000 towards relocation expenses.

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

- \$2,500 if the team wins the Sun Belt Conference regular season championship.
- \$5,000 if the team wins the Sun Belt Conference Tennis Tournament and qualifies for the NCAA Division I Tennis Tournament.
- \$5,000 if the team wins the NCAA Division I Tennis Championship.
- \$1,000 for being named Conference Coach of the Year.
- \$1,000 if the Tennis team's annual APR is greater than 950.

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Ms. Jessica Guiglioli, Head Women's Tennis Coach, effective November 22, 2019.



G 17

Office of the President

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

G 17

February 4, 2020

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract for Head Women's Tennis Coach, Jessica Guiglioli, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President

#TAKEFLIGHT

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

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

**STATE OF LOUISIANA
PARISH OF OUACHITA**

This agreement is made and entered into effective as of the 27th day of NOVEMBER, 2019, between the **UNIVERSITY OF LOUISIANA AT MONROE** (hereinafter referred to as the "University") and through its President, and **JESSICA GIUGGIOLI** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The **ULM ATHLETIC FOUNDATION** (hereinafter referred to as "Foundation") joins in this agreement consenting to the obligations incurred herein by the Foundation.

1.0 Employment

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

 [INSERT COACH'S INITIAL]

UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 11.2 of this contract.

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

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

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

1.5 Guarantee Games. [INTENTIONALLY BLANK]

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

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

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

 [INSERT COACH'S INITIAL]

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on NOVEMBER 27, 2019, and terminating without further notice to COACH on MAY 31, 2023, unless sooner terminated or extended under the terms of this agreement.

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

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

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

3.0 Compensation



[INSERT COACH'S INITIAL]

3.1 Base Salary. In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a base annual salary of \$50,000 payable on a bi-weekly basis.

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

3.3 Salary Adjustment for Winning Record. [INTENTIONALLY BLANK]

3.4 Foundation Fundraising Supplement. [INTENTIONALLY BLANK]

3.5 The University does not guarantee amounts due under this contract beyond the current fiscal year nor any obligations incurred herein by the Foundation herein. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 of this contract.

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



[INSERT COACH'S INITIAL]

4.0 Employee Benefits

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

4.2 Courtesy Vehicle. [INTENTIONALLY BLANK]

4.3 Courtesy Vehicle Insurance. [INTENTIONALLY BLANK]

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

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

4.6 COACH shall be reimbursed up to \$5,000 toward moving expenses related to relocation to Monroe, Louisiana, to be paid by the Foundation.

5.0 Performance Incentives

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

- (a) \$1,500 if the team wins either the Sun Belt Conference regular season championship
- (b) \$1,500 if the team wins the Sun Belt Conference TENNIS Tournament and qualifies for the NCAA Division I TENNIS Tournament.

 [INSERT COACH'S INITIAL]

- (c) \$5,000 if the team wins the NCAA Division I Tennis Championship
- (d) \$1,000 for being named Conference Coach of the Year
- (e) \$1,000 if the TENNIS team's annual APR is greater than 950

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

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

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

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

6.1 Camps and Clinics

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

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

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

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

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

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

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

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

- (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.2 Contracts for broadcast and/or telecast

6.2.1 COACH may host a radio/television show to promote the ULM WOMEN'S TENNIS.

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

 [INSERT COACH'S INITIAL]

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

7.0 Apparel, Equipment Endorsements

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

8.0 Outside Income-Subject to Compliance with Board Rules

 [INSERT COACH'S INITIAL]

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

9.0 Compliance with NCAA, Conference and University Rules

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

9.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, UNIVERSITY Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that

 [INSERT COACH'S INITIAL]

benefits a university official and shall always attempt to create goodwill and a good image for the University.

10.0 Tennis Staff

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

11.0 Termination

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

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

 [INSERT COACH'S INITIAL]

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

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

 [INSERT COACH'S INITIAL]

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

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

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

11.5 In the event COACH terminates the Contract to become an NCAA Division I head WOMEN'S TENNIS coach elsewhere, COACH would be liable to the University for

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

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

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

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

 [INSERT COACH'S INITIAL]

12.0 Severability

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

13.0 Force Majeure

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

14. Agreement Status

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

ACKNOWLEDGED AND AGREED TO BY:



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

12/3/19
Date

ACKNOWLEDGED AND AGREED TO BY:



JESSICA GIUGGIOLI
Head Women's Tennis Coach

11/21/2019
Date

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



Ron Bush
President
ULM Athletic Foundation, Inc.

12/12/19
Date

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



[INSERT COACH'S INITIAL]

Dr. Jim Henderson
President
University of Louisiana System

 [INSERT COACH'S INITIAL]

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

ATHLETIC COMMITTEE

February 28, 2020

Item G.18. University of Louisiana at Monroe's request for approval of a contract with Mr. Sean Fraser, Head Women's Soccer Coach, effective January 14, 2020.

EXECUTIVE SUMMARY

This agreement expires on December 21, 2022. During this term, Coach will receive a base annual salary of \$65,000 from the University. The ULM Athletic Foundation will pay up to \$3,500 towards relocation expenses.

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

- \$2,500 if the team wins the Sun Belt Conference regular season championship.
- \$5,000 if the team wins the Sun Belt Conference Soccer Tournament and qualifies for the NCAA Division I Soccer Tournament.
- \$5,000 if the team wins the NCAA Division I Soccer Championship.
- \$1,000 for being named Conference Coach of the Year.
- \$1,000 if the Soccer team's annual APR is greater than 950.

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. Sean Fraser, Head Women's Soccer Coach, effective January 14, 2020.



Office of the President

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

G 18

February 4, 2020

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract for Head Women's Soccer Coach, Sean Fraser, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President

#TAKEFLIGHT

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

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

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into effective as of the 14th day of January, 2020, between the **UNIVERSITY OF LOUISIANA AT MONROE** (hereinafter referred to as the "University") and through its President, and **SEAN FRASER** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The **ULM ATHLETIC FOUNDATION** (hereinafter referred to as "Foundation") joins in this agreement consenting to the obligations incurred herein by the Foundation.

1.0 Employment

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

sf

[INSERT COACH'S INITIAL]

terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 11.2 of this contract.

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

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

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

1.5 Guarantee Games. [INTENTIONALLY BLANK]

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on JANUARY 14, 2020, and terminating without further notice to COACH on DECEMBER 1, 2022, unless sooner terminated or extended under the terms of this agreement.

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

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

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

3.0 Compensation

3.1 Base Salary. In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a base annual salary of \$65,000 payable on a bi-weekly basis.

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[INSERT COACH'S INITIAL]

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

3.3 Salary Adjustment for Winning Record. [INTENTIONALLY BLANK]

3.4 Foundation Fundraising Supplement. [INTENTIONALLY BLANK]

3.5 The University does not guarantee amounts due under this contract beyond the current fiscal year nor any obligations incurred herein by the Foundation herein. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 of this contract.

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

4.0 Employee Benefits

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

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

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

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

4.5 COACH shall be entitled to a total of 8 tickets to all ULM home athletic competitions, excluding post-season, including Conference and NCAA Championships.4.6COACH shall be reimbursed by the Foundation for up to \$3,500 toward moving expenses related to relocation to Monroe, Louisiana.

5.0 Performance Incentives

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

- (a) \$2,500 if the team wins the Sun Belt Conference regular season championship.
- (b) \$5,000 if the team wins the Sun Belt Conference SOCCER Tournament and qualifies for the NCAA Division I SOCCER Tournament.
- (c) \$5,000 if the team wins the NCAA Division I SOCCER Championship
- (d) \$1,000 for being named Conference Coach of the Year
- (e) \$1,000 if the SOCCER team's annual APR is greater than 950

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

issue the appropriate informational return to COACH and the Internal Revenue Service and provide a copy to the University.

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

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

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

6.1 Camps and Clinics

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

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

- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - C. The policy does not exclude coverage for sexual molestation (for campus involving minor participants).
- (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

6.2 Contracts for broadcast and/or telecast

6.2.1 COACH may host a radio/television show to promote the ULM WOMEN'S SOCCER.

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

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

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

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

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

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

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

7.0 Apparel, Equipment Endorsements

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. COACH understands, acknowledges, and agrees that COACH has an affirmative

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

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

10.0 SOCCER Staff

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

11.0 Termination

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

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

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

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

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

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

11.5 In the event COACH terminates the Contract to become an NCAA Division I head WOMEN'S SOCCER coach elsewhere, COACH would be liable to the University for liquidated damages in an amount equivalent to the remaining base salary that COACH would have earned from the University during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less. The liquidated damages shall be due and payable by COACH in a lump sum within sixty (60) days of the date of termination.

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

11.7 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive

six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

12.0 Severability

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

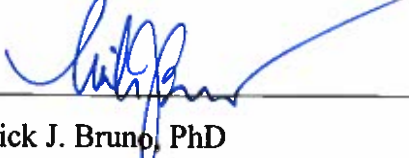
13.0 Force Majeure

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

14. Agreement Status

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


ACKNOWLEDGED AND AGREED TO BY:



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

2-6-2020
Date


ACKNOWLEDGED AND AGREED TO BY:



SEAN FRASER
Head Women's SOCCER Coach

01/15/2020
Date

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



Mike McGee
President
ULM Athletic Foundation, Inc.

1/21/2020
Date

UNIVERSITY OF LOUISIANA SYSTEM BOARD SIGNATURE PAGE TO FOLLOW

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

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

Dr. Jim Henderson
President
University of Louisiana System