

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

**ATHLETIC COMMITTEE**

**June 25, 2020**

**Item G.14.**     **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Austin Armstrong, Assistant Football Coach, effective March 6, 2020.

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$100,000. 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 total Base Salary to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the total Base Salary 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. Austin Armstrong, Assistant Football Coach, effective March 6, 2020.*



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

G.14.

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

*Université des Acadiens*

June 4, 2020

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

Dear Dr. Henderson:

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

Please place this item on the agenda for the June 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, stylized flourish 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 6th 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 AUSTIN ARMSTRONG (“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 Inside Linebackers 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 Inside Linebackers 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 Thousand Dollars and NO/100 (\$100,000.00), payable in equal monthly installments of Eight Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$8,333.33) on the last day of each month. 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:
  - a. **Automobile.** Use of an automobile supplied by an automobile dealership.
  - b. **Relocation Costs.** Reimbursement of reasonable costs incurred for relocation, not to exceed ten percent (10%) of Coach's base salary amount, provided that any such reimbursement pursuant to this Section 7(b) shall be subject to University's usual policies and terms.
  - c. **Cellular Telephone Allowance.** 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.

1. 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:***

Austin Armstrong  
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**

**Austin Armstrong, Coach**

*26/10/20*  
By: Dr. E. Joseph Savoie  
President, University of Louisiana  
at Lafayette

*Austin Armstrong*

3/25/2020  
Date

3/18/2020  
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

**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 Austin Armstrong ("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. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

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

Entered into this 18 day of MARCH, 2020.

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

Austin Armstrong      3/18/2020  
Austin Armstrong      Date

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

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

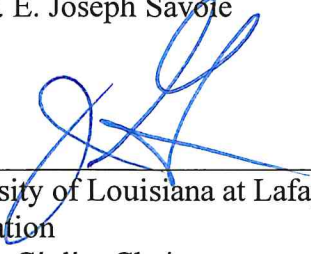
\_\_\_\_\_  
Secretary of the Board of Supervisors  
for the University of Louisiana System



Entered into this 20 day of March, 2020.

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

\_\_\_\_\_  
Austin Armstrong                      Date

 3/20/2020  
\_\_\_\_\_  
University of Louisiana at Lafayette      Date  
Foundation  
By: Joe Giglio, Chairman

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

Entered into this 25<sup>th</sup> day of March, 2020.

*Handwritten initials*

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

Date

3/25/2020

Austin Armstrong

Date

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

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**

**June 25, 2020**

**Item G.15.**     **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Robby Discher, Assistant Football Coach, effective March 6, 2020.

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through January 14, 2022, Coach's annual salary is \$185,000. 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 total Base Salary to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 15% of the total Base Salary 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. Robby Discher, Assistant Football Coach, effective March 6, 2020.



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

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(337) 482-6203  
Fax: (337) 482-5914  
e-mail: [president@louisiana.edu](mailto:president@louisiana.edu)

*Université des Acadiens*

June 4, 2020

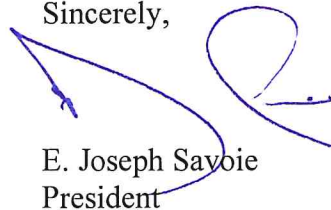
Dr. James B. Henderson  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

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

Please place this item on the agenda for the June 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 Sayoie".

E. Joseph Sayoie  
President

SVC

Attachment

**CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** (“Contract”) is made effective the 6th 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 ROBBY DISCHER (“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 Special Teams 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 Special Teams 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 Eighty-Five Thousand Dollars and NO/100 (\$185,000.00), payable in equal monthly installments of Fifteen Thousand Four Hundred Sixteen Dollars and 67/100 (\$15,416.67) 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:
  - a. **Automobile.** Use of an automobile supplied by an automobile dealership.
  - b. **Relocation Costs.** Reimbursement of reasonable costs incurred for relocation, not to exceed ten percent (10%) of Coach's base salary amount, provided that any such reimbursement pursuant to this Section 7(b) shall be subject to University's usual policies and terms.
  - c. **Cellular Telephone Allowance.** 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 ninety (90) 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 ninety (90) 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.

1. 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:***

Robby Discher  
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**

**Robby Discher, Coach**

*JMDB*

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

  
\_\_\_\_\_

3/25/2020  
Date

3-18-2020  
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

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

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

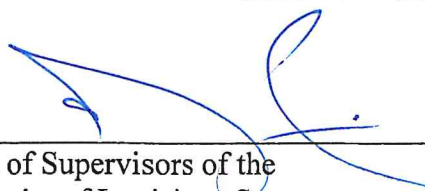
This is an Ancillary Agreement between the Board of Supervisors for the University of Louisiana System ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); the University of Louisiana at Lafayette Foundation (the "Foundation"); and Robby Discher ("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. This Contract may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

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

Entered into this 18 day of March, 2020.

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

  
\_\_\_\_\_  
Robby Discher  
Date 3-18-2020

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

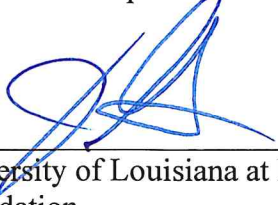
Approved by the Board of Supervisors for the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Entered into this 20 day of March, 2020.

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

\_\_\_\_\_  
Robby Discher                                      Date

 3/20/2020  
\_\_\_\_\_  
University of Louisiana at Lafayette      Date  
Foundation  
By: Joe Giglio, Chairman

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

Entered into this 25<sup>th</sup> day of March, 2020.

J. M. D. B. [Signature] 3/25/2020  
Board of Supervisors of the \_\_\_\_\_ Date Robby Discher \_\_\_\_\_ Date  
University of Louisiana System  
By: Dr. E. Joseph Savoie

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

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**

**June 25, 2020**

**Item G.16.**    **University of Louisiana at Lafayette's** request for approval of the first amendment to a contract with Dr. Bryan Maggard, Director of Athletics, effective July 1, 2019.

**EXECUTIVE SUMMARY**

The University is requesting the first amendment to a contract with Dr. Bryan Maggard effective July 1, 2019. The amendment extends the contract end date to February 29, 2025, which was set to expire on February 28, 2021. Other notable changes are as follows:

- Except for during each month of the 2020-21 fiscal year, Dr. Maggard shall be provided a cell phone allowance of \$80 per month. Funds for the cell phone allowance shall be provided to the University from the unrestricted athletic funds of the University of Louisiana at Lafayette Foundation.
- Changes in Supplemental Compensation:
  - \$2,500: If the average of all teams meets or exceeds a 960 for the NCAA Academic Progress Rate. This section shall not apply during the 2019-20 fiscal year, and Dr. Maggard will not be eligible to receive this supplemental compensation during this timeframe.
  - \$2,500: If the Graduation Success Rate for student-athletes meets or exceeds 85%. This section shall not apply during the 2019-20 fiscal year, and Dr. Maggard will not be eligible to receive this supplemental compensation during this timeframe.
  - \$2,500: If at least 50% of student-athletes achieve an overall GPA of 3.1 or better. Overall GPA shall be determined annually over the academic year and shall include only the Fall and Spring semesters. This section shall not apply during the 2019-20 fiscal year, and Dr. Maggard will not be eligible to receive this supplemental compensation during this timeframe.
- In the event Dr. Maggard is terminated without cause, he shall be entitled to receive an amount equal to the base salary at the time of termination for the remainder of the term. The University will only be liable for any salary under this clause for the remainder of the then-current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the University of Louisiana at Lafayette Foundation. Upon such termination, University will have no other obligation to Maggard whatsoever.

- In the event of termination without cause, Dr. Maggard agrees to actively seek other employment commensurate with his education and experience. In the event he secures other comparable employment, which shall include, but not be limited to, a senior athletic administrative position at any institution of higher education which is a member of the NCAA or for any professional sports team, requiring performance of duties prior to the expiration date of the term of this agreement or any extension thereof, the compensation due and owing to Dr. Maggard be reduced by the gross earned income from the comparable employer.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,*** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the first amendment to a contract with Dr. Bryan Maggard, Director of Athletics, effective July 1, 2019.

**FIRST AMENDMENT TO  
CONTRACT FOR EMPLOYMENT  
DIRECTOR OF ATHLETICS**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

**WITNESSETH**

**WHEREAS**, University and Maggard entered into a Contract for Employment effective March 1, 2017 for Maggard to be employed as University’s Director of Athletics under the terms and conditions set forth therein (the “Contract”);

**WHEREAS**, pursuant to Section 2 of the Contract, in a letter issued by University President to Maggard dated February 8, 2019, University exercised its option to extend the term of Contract an additional year, set to expire on February 28, 2021;

**WHEREAS**, the parties now desire to extend the term of the Contract further and amend the Contract; and

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

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

1. Delete Section 2 in its entirety and replace with the following:

**Term.** This Agreement shall be effective as of March 1, 2017 and shall continue in effect for a term of eight (8) years, expiring on February 29, 2025, subject to the terms of this Agreement. This Agreement shall automatically expire if Maggard dies or, if in conformance with applicable law, he is determined to be unable to perform his essential duties as described herein. This Agreement is renewable solely at the option of University and subject to approval by Board; provided, however, that if University continues to accept

Maggard's services as Director of Athletics after expiration of the aforesaid term without execution of a new agreement or an amendment to extend the term of this Agreement, then Maggard's employment as Director of Athletics shall be on a month-to-month employment-at-will basis.

2. Add the following Section 3(p):

- p. Maggard shall comply with all federal and state laws, as well as all policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
  - i. Implementing education and monitoring programs to ensure all persons under Maggard's supervision comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
  - ii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.

3. Delete Section 8 in its entirety and replace with the following:

**Cell Phone Allowance.** Except for during each month of the 2020-2021 fiscal year (i.e., July 1, 2020 – June 30, 2021), Maggard shall be provided a cell phone allowance of \$80.00 per month. Funds for the cell phone allowance shall be provided to the University from the University of Louisiana at Lafayette Foundation, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits

4. Delete Sections 11(a)-(c) in its entirety and replace with the following:

- a. \$2,500.00: If the average of all teams meets or exceeds a 960 for the NCAA Academic Progress Rate (APR). This Section 11(a) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and Maggard will not be eligible to receive this supplemental compensation during that timeframe.
- b. \$2,500.00: If the Graduation Success Rate for student athletes meets or exceeds eight-five percent (85%). This Section 11(b) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and Maggard will not be eligible to receive this supplemental compensation during that timeframe.
- c. \$2,500.00: If at least fifty percent (50%) of student-athletes achieve an overall GPA of 3.1 or better. Overall GPA shall be determined annually over the academic year, and shall include only the Fall and Spring semesters. This Section 11(c) shall not apply during the 2019-2020 fiscal year (i.e., July 1, 2019 – June 30, 2020) and Maggard will not be eligible to receive this supplemental compensation during that timeframe.

5. Delete Section 13 in its entirety and replace with the following:

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

- a. Maggard agrees to provide his services consistent with the terms and conditions of this Agreement, 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. Maggard 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 any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Maggard's employment as Director of Athletics, or termination of this Agreement.
- b. Pursuant to NCAA Bylaw 11.2.1, Maggard 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). Maggard 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, or in the event of a Level 1 or Level 2 violation, termination of employment.
- c. In public appearances, Maggard 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.

6. Delete Sections 17(a)-(b) in its entirety and replace with the following:

- a. University may terminate this Agreement in the sole and absolute discretion of the President. Prior to the termination of Maggard, University will obtain approval from the President of the University of Louisiana System. In the event Maggard is terminated without cause, University shall pay Maggard an amount equal to the base salary (identified in Section 4 herein) at the time of termination, for the remainder of the term of this Agreement. University will only be liable for any salary under this clause for the remainder of the then-current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the University of Louisiana at Lafayette Foundation. Upon such termination, University will have no other obligation to Maggard whatsoever.
- b. In the event of termination without cause, Maggard agrees to actively seek other employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, in the event Maggard secures other comparable employment, which shall include, but not be limited to, a senior athletic administrative position at any institution of higher education which is a member of

the NCAA or for any professional sports team, requiring performance of duties prior to the expiration date of the term of this Agreement or any extension thereof, the compensation due and owing to Maggard pursuant to Section 17(a) herein will be reduced by the gross earned income from the comparable employer. As a condition of receiving any amounts under this Section 17, Maggard shall provide a monthly compensation report to University on the first of each month detailing all compensation received and all efforts undertaken to secure employment during the previous month.

7. Delete Section 20 in its entirety.
8. Delete Section 21 in its entirety and replace with the following:

**Termination Remedies.** Maggard agrees that in the event of termination of this Agreement by University for any reason, his sole and exclusive remedy, if any, against Board, University, and/or the Foundation shall be in accordance with the provisions set forth in this Agreement. In no event shall Board, University, or the Foundation be liable for direct, indirect, special, incidental, or consequential damages.

9. Add the following Sections 22(k), 22(l), and 22(m):

- k. Maggard shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Maggard reasonably believes has adversely affected the terms and/or conditions of Maggard's employment, including a termination by University pursuant to Section 18 of this Agreement. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- l. In the event that any dispute arises between the parties concerning any breach of this Agreement, 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.
- m. Any and all claims or disputes arising out of or relating to this Agreement 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.

10. Add the following Section 23:

**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 Maggard, 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

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

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

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

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



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

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

**Bryan Maggard,  
Director of Athletics**

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

\_\_\_\_\_ Date

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

**University of Louisiana at Lafayette  
Foundation**

\_\_\_\_\_  
Joe Giglio, Chairman                      Date

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

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

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

**ATHLETIC COMMITTEE**

**June 25, 2020**

**Item G.17.**     **University of Louisiana at Lafayette's** request for approval of an amended and restated contract with Ms. Heather Mazeitis-Fontenot, Head Volleyball Coach, effective February 1, 2020.

**EXECUTIVE SUMMARY**

This agreement is through January 1, 2021. During this period, Coach shall receive an annual base salary of \$70,000 from the University for the term of the contract. The University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960.

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

- \$1,000 if team earns a GPA of 3.0 or above, or team graduation success rate exceeds 60% and the team academic performance report (APR) is above 930.
- \$500 if team wins conference division.
- \$1,000 if team wins its conference regular-season championship.
- \$1,000 if team wins its conference tournament.
- \$750 if team appears in a National Invitational Volleyball Championship Tournament (NIVC) match.
- The greater of:
  - \$500 if team appears in an NIVC Sweet Sixteen match;
  - \$625 if team appears in an NIVC Elite Eight match;
  - \$1,250 if the team appears in an NIVC Final Four match; or
  - A payment equivalent to one-half of one monthly installment of Coach's then-current base salary if the team wins the NIVC Championship.
- \$1,500 if team appears in an NCAA Volleyball Tournament match; and

- The greater of:
  - \$1,000 if team appears in an NCAA Volleyball Tournament Sweet Sixteen match;
  - \$1,250 if team appears in an NCAA Volleyball Tournament Elite Eight match;
  - \$2,500 if team appears in an NCAA Volleyball Tournament Final Four match; or
  - A payment equivalent to one monthly installment of Coach's then-current base salary if the Volleyball Team wins the NCAA Volleyball Tournament Championship.
- \$1,000 if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers' Association.
- \$3,000 if Coach is named the National Coach of the Year by the American Volleyball Coaches Association.

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 and will be offset by future compensation earned by Coach as described within the contract.

If the Coach terminates the contract within 12 months following the effective date of this contract to accept a coaching position with another institution, Coach shall be liable to the Foundation for liquidated damages of \$10,000.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of an amended and restated contract with Ms. Heather Mazeitis-Fontenot, Head Volleyball Coach, effective February 1, 2020.



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

G.17.

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

*Université des Acadiens*

June 4, 2020

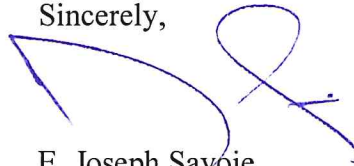
Dr. James B. Henderson  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

This is a request for approval of Heather Mazeitis-Fontenot's, Head Coach, Volleyball, first amended and restated contract agreement. Additionally, the UL Lafayette Foundation document which accompanies the amended agreement is being submitted for approval.

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

Sincerely,



E. Joseph Sayoie  
President

svc

Attachments

**FIRST AMENDMENT AND RESTATED CONTRACT FOR EMPLOYMENT  
HEAD VOLLEYBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

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

**WITNESSETH**

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

**WHEREAS**, Coach has successfully met the performance targets referenced in Section 13 of the Original Contract and the parties to the Original Contract mutually desire to extend the Initial Term for eleven (11) additional months, expiring on January 1, 2021, and make other amendments to the Original Contract; and

**WHEREAS**, the parties have agreed to amend, supplement, and restate the Original Contract.

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

1. **Employment.** University hereby employs Coach as Head Coach of its Volleyball Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University's Director of Athletics ("Director"). Coach shall also be under the general supervision of President.
2. **Term.**
  - a. **Initial Term.** This Restated Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect for eleven (11) months, terminating on January 1, 2021 ("Initial Term").
  - b. **Automatic Extension.** The term of this Restated Contract shall be automatically extended for one (1) additional year, expiring on January 1, 2022, if at any time during

the Initial Term of this Restated Contract the University's Volleyball Team (i) wins the regular-season Volleyball championship of the Sun Belt Conference or any other conference of which University may become a member during the Initial Term of this Restated Contract (the "Conference"), (ii) wins the Conference Volleyball Tournament, or (iii) appears in the NCAA Volleyball Championship Tournament. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition, the parties may mutually agree in writing to extend this Restated Contract for one (1) additional year for each year Director or Director's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 13 herein.
- d. **Renewal.** This Restated Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any extensions thereof, University continues to accept Coach's services as Head Volleyball Coach without execution of a new contract or an amendment to extend the term of this Restated Contract, Coach's employment as Head Volleyball Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall manage and supervise the Volleyball Program and shall perform such other duties in the University athletic program as Director may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Head Volleyball Coach which are expressly assigned and/or inherent in such position.
- b. Lead, direct, manage, promote, and supervise the Volleyball Program and its personnel in an effective manner to achieve the goals and objectives for the Volleyball Program as established by Director in consultation with Coach.
- c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Volleyball Coach.
- d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
  - i. Carrying herself 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 the performance of her duties or will otherwise interfere with University's interest.
- e. Staff the Volleyball Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Ensure Volleyball student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in her recruitment, supervision, and coaching of the student-athlete members of the Volleyball Program.
- h. Lead public relations programs for the Volleyball Program and develop campus and community support for the Volleyball Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Volleyball Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all federal and state laws, as well as all policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Conference, as now constituted or as may be amended during the Term hereof, including:
  - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
  - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Volleyball coaches, student-athlete members of the Volleyball Team, graduate assistants, and Volleyball operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
  - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.



- m. Ensure the Volleyball Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
  - n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
  - o. Adhere to and carry out other directives and responsibilities as may be given by Director and/or President from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Restated Contract, University agrees to pay Coach an annual base salary of Seventy Thousand Dollars and NO/100 (\$70,000.00), payable in equal monthly installments of Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$5,833.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which she is eligible. Any such increases are incorporated herein by reference to the same extent as if this Restated 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. **Additional Benefits.** University shall also pay to Coach, the following additional benefits:
- a. **Automobile Allowance.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00).
  - b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and her spouse when appropriate, in performing her duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse 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. Such reimbursement may only be authorized for the Coach's spouse for purposes of University engagement and activities with athletic supporters and alumni. Any such reimbursement pursuant to this Section 6(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee.
  - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

## **7. Achievement Compensation.**

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

- i. **Academic Achievement Compensation.** A payment of One Thousand Dollars and NO/100 (\$1,000.00) upon the happening of the following event which occurs earliest in any year of this Restated Contract, if at all, provided that University has been notified that the Volleyball Team's cumulative Academic Performance Report (APR) average is above 930:

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

- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply per Volleyball season:

1. Five Hundred Dollars and NO/100 (\$500.00) if the Volleyball Team wins its Conference division;
2. One Thousand Dollars and NO/100 (\$1,000.00) if the Volleyball Team wins its Conference regular-season Volleyball championship,
3. One Thousand Dollars and NO/100 (\$1,000.00) if the Volleyball Team wins its Conference Volleyball tournament;
4. Seven Hundred Fifty Dollars and NO/100 (\$750.00) if the Volleyball Team appears in a National Invitational Volleyball Championship Tournament ("NIVC") match;
5. The greater of:
  - a. Five Hundred Dollars and NO/100 (\$500.00) if the Volleyball Team appears in a NIVC Sweet Sixteen match;

- b. Six Hundred Twenty Five Dollars and NO/100 (\$625.00) if the Volleyball Team appears in a NIVC Elite Eight match;
  - c. One Thousand Two Hundred Fifty Dollars and NO/100 (\$1,250.00) if the Volleyball Team appears in a NIVC Final Four match; or
  - d. A payment equivalent to one-half (1/2) of one (1) monthly installment of Coach's then-current base salary if the Volleyball Team wins the NIVC Championship.
- 6. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Volleyball Team appears in an NCAA Volleyball Tournament match; and
- 7. The greater of:
  - a. One Thousand Dollars and NO/100 (\$1,000.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Sweet Sixteen match;
  - b. One Thousand Two Hundred Fifty Dollars and NO/100 (\$1,250.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Elite Eight match;
  - c. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Final Four match; or
  - d. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Volleyball Team wins the NCAA Volleyball Tournament Championship.
- iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive all of the following which may apply:
  - 1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers' Association; and
  - 2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the American Volleyball Coaches Association.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Volleyball Assistant Coaches will contribute valuably to the occurrence of the Volleyball Team's achievements. In recognition of such contributions, University shall issue to each paid Volleyball Assistant Coach, through funds provided by the

Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during each Volleyball Assistant Coach's employment as a Volleyball Assistant Coach. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.

- c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Volleyball Assistant Coach) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

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

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

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

10. **Outside Income.** 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 she receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/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 she shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Restated Contract without first having obtained consent from President.
12. **Endorsement/Personal Gain.** Coach agrees that she shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall she use her employee standing as Head Volleyball Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Volleyball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
13. **Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Restated Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Volleyball season and from time to time as Director or Director's designee deems reasonably necessary and warranted.
14. **Termination by University.**
- a. **Without Cause.**
- i. University may terminate this Restated Contract without cause in the sole and absolute discretion of President, subject to approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Restated Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal

monthly installments through the remaining term of this Restated Contract. All liquidated damages payable pursuant to this Section 14(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose.

- ii. In the event of a termination described in Section 14(a)(i), Coach shall actively seek employment commensurate with her education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 14(a)(i) shall be offset and reduced on a monthly basis 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 "Subsequent Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity.
- iii. Within fourteen (14) days after accepting any Subsequent Position, Coach shall furnish to University notice of said employment, including the terms of her employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in her income 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 her W-2, 1099, or other verifiable documentation of her income for the prior year no later than February 15th of each year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of such breach, provide Coach with written demand to cure such breach within ten (10) days and 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 14(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 14(a) shall constitute a full release of any claims Coach might otherwise assert against University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of such liquidated damages, Coach shall, and does hereby, release and discharge University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Restated 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 Restated Contract for just cause, including but not limited to:

1. Failure to comply with this Restated 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 Director or President, or other insubordination;
4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by the University or 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 Volleyball 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, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
7. Prolonged absence from University without University's consent;
8. Poor performance evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
9. Failure to administer the Volleyball Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.

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

c. **Sole Remedy.** Coach agrees her sole and exclusive remedy, if any, against University and/or the Foundation in the event of termination of this Restated Contract by University for any reason shall be in accordance with the provisions set forth in this



Section. In no event shall either University or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

**15. Termination by Coach.**

- a. Coach recognizes her promise to work for University for the entire term of this Restated Contract is the essence of this Restated Contract. Coach also recognizes University's highly valuable investment in Coach's continued employment would be lost if Coach resigns or otherwise terminates her employment with University prior to the expiration of this Restated Contract. Accordingly, should Coach terminate this Restated Contract at any time prior to the expiration of the Term of this Restated Contract:
  - i. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of her duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.
  - ii. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Restated Contract and shall continue in full force and effect.
- b. In addition to the provisions of Section 15(a), above, if Coach terminates this Restated Contract within twelve (12) months following the Effective Date of this Restated Contract to accept a coaching position with another institution, Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Ten Thousand Dollars and NO/100 (\$10,000.00).

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

**17. Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall require and encourage her staff to participate in training programs offered by University. Furthermore, Coach shall

be responsible for and shall require her staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.

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

**19. Miscellaneous.**

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 14(b) of this Restated Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Restated 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.
- c. This Restated Contract and all claims or disputes arising out of or relating to this Restated 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.
- d. In the event that any dispute arises between the parties concerning any breach of this Restated 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.
- e. Any and all claims or disputes arising out of or relating to this Restated 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.
- f. If any provision of this Restated 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.
- g. Coach agrees as a condition of her 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 she is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- h. University may cancel this Restated Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing

board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.

- i. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits she receives pursuant to this Restated Contract.
- j. The parties agree and understand the terms of this Restated Contract are subject to recommendation by President and contingent upon approval of Board.
- k. No delay or failure to enforce any provision of this Restated Contract by University shall constitute a waiver or limitation of rights enforceable under this Restated Contract.
- l. Coach acknowledges she has read and understands the foregoing provisions of this Restated Contract; she has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and she agrees to abide by this Restated Contract and the terms and conditions set forth herein.
- m. This Restated 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:***

Heather Mazeitis-Fontenot  
1125 Beacon Road  
Mamou, LA 70554

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

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

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

*BMS*

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

3/25/2020  
Date

**Heather Mazeitis, Coach**

\_\_\_\_\_  
*[Signature]*

3/19/20  
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  
FIRST AMENDMENT AND RESTATED CONTRACT FOR EMPLOYMENT  
HEAD VOLLEYBALL 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 Heather Mazeitis-Fontenot ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Volleyball Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6(b) concerning spousal travel reimbursement, 7, 14, 15, and 16 of the First Amendment and Restated Contract for Employment for Head Volleyball Coach ("Contract"). 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 6(b) concerning spousal travel reimbursement, 7, 14, 15, and 16. No other terms of the Contract shall obligate or bind the Foundation.

The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract. This Ancillary Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

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

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

Heather Mazeitis

3/19/20  
Date

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

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



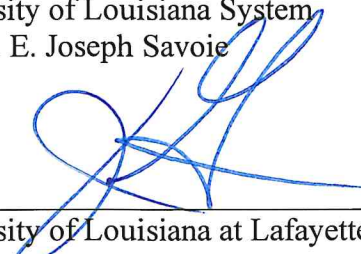
Entered into this 20 day of March, 2020.

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

Date

Heather Mazeitis-Fontenot

Date

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

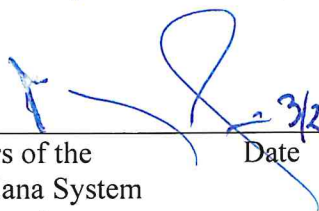
3/20/2020

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

Entered into this 25<sup>th</sup> day of March, 2020.

*KWB*  3/25/2020  
\_\_\_\_\_  
Board of Supervisors of the University of Louisiana System  
By: Dr. E. Joseph Savoie      Date      Heather Mazeitis      Date

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

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**

**June 25, 2020**

**Item G.18.**    **University of Louisiana at Monroe's** request for approval of contractual amendments with Mr. Tim Baldwin, Head Men's Golf Coach, effective April 1, 2020.

**EXECUTIVE SUMMARY**

The proposed amendments extend the original contract end date from June 30, 2021 to December 31, 2021. In addition, the salary supplements funded by the ULM Athletic Foundation, Inc. are changed from the original contract of \$29,000 annually to \$41,000 annually effective May 1, 2020 through April 30, 2021; and \$44,000 annually effective May 1, 2021 through December 31, 2021. These supplements are for Coach's role as a fundraiser for ULM Athletics and ULM Men's Golf.

**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 contractual amendments with Mr. Tim Baldwin, Head Men's Golf Coach, effective April 1, 2020.*



## Office of the President

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

June 2, 2020

G.18.

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

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting consideration and approval for the amendment to the contract and the MOU for Tim Baldwin, Head Men's Golf Coach.

Thank you for your consideration of this request.

Sincerely,

Edwin H. Litolff III  
Interim President

# #TAKEFLIGHT

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

**AMENDMENT TO CONTRACT OF EMPLOYMENT  
HEAD MEN'S GOLF COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This Amendment to Contract of Employment ("Agreement") is made and entered into on this 1<sup>st</sup> day of April, 2020, between **University of Louisiana at Monroe**, through its President (hereinafter referred to as the "UNIVERSITY"), and **Tim Baldwin** (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for the University (hereinafter referred to as "BOARD"), and therefore the terms and conditions set forth in this Agreement should not be considered a valid contract until approval is provided by the Board. The University of Louisiana at Monroe Athletic Foundation, Inc. (hereinafter referred to as "ULMAF") joins in this agreement consenting to the obligations incurred by ULMAF.

This Agreement is a modification of that certain CONTRACT OF EMPLOYMENT for the HEAD MEN'S GOLF COACH dated May 30, 2018, and approved by the BOARD on June 21, 2018 (herein referred to as the "Original Contract" and incorporated by reference as if fully attached hereto). Unless specifically amended herein in this Agreement, all other terms and conditions of the Original Contract remain as is.

**2.0 Term**

**Paragraph 2.1 of the Original Contract is *amended to change and extend the original contract end date of June 30, 2021 to December 31, 2021*. Paragraph 2.1 shall now read as follows.**

The term of this agreement is for a fixed period commencing on the 1<sup>st</sup> day of July, 2016, and terminating without further notice to COACH on the 31<sup>st</sup> day of December, 2021, unless sooner terminated or extended under the terms of this agreement.

**3.0 Compensation**

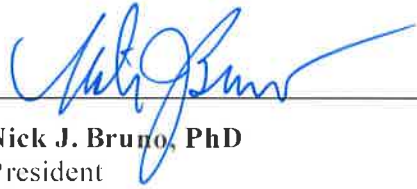
**Paragraph 3.2 of the Original Contract is *amended to modify the salary supplement and to reflect applicable effective dates of such modifications*. All other terms and conditions contained in Paragraph 3.2 are retained *as is*. The first sentence to Paragraph 3.2 shall now read as follows.**

Subject to the terms and conditions set forth in this paragraph, UNIVERSITY shall pay COACH the sum of \$29,000 annually effective July 1, 2018 through April 30, 2020; \$41,000 annually effective May 1, 2020 through April 30, 2021; and \$44,000 annually effective May 1, 2021 through December 31, 2021; all payable on a bi-weekly basis, in consideration of COACH performing the scope of work (fundraising-related deliverables), on behalf of the University, as outlined in a reimbursement agreement (as amended) between the UNIVERSITY and FOUNDATION (and acknowledged by COACH)

(hereinafter referred to as "MOU, as amended" with said MOU being attached hereto and incorporated herein as if fully restated in this Agreement).


THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

ACKNOWLEDGED AND AGREED TO BY:

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

4/3/20  
Date

ACKNOWLEDGED AND AGREED TO BY:

  
\_\_\_\_\_  
**Tim Baldwin**  
Head Men's Golf Coach  
University of Louisiana at Monroe

4/2/20  
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.

5/17/2020  
Date

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

---

**Dr. Jim Henderson**  
President  
University of Louisiana System

**AMENDMENT  
TO THE  
MEMORANDUM OF UNDERSTANDING**

REGARDING REIMBURSEMENT FOR COST OF UNIVERSITY PERSONNEL ENGAGED  
IN FOUNDATION FUNDRAISING ACTIVITY ON BEHALF OF THE UNIVERSITY  
BETWEEN UNIVERSITY OF LOUISIANA AT MONROE AND UNIVERSITY OF  
LOUISIANA AT MONROE ATHLETIC FOUNDATION

This Amendment to the Memorandum of Understanding (herein referred to as "Agreement") is made and entered into on this 1<sup>st</sup> day of April, 2020, between **University of Louisiana at Monroe**, through its President (hereinafter referred to as the "UNIVERSITY"), and **University of Louisiana at Monroe Athletic Foundation, Inc.** (hereinafter referred to as "ULMAF").

This amendment is a modification of that certain Memorandum of Understanding entered into by the ULM and ULMAF on May 30, 2018 (herein referred to as the "Original MOU" and incorporated by reference as if fully attached hereto). Unless specifically amended herein in this Agreement, all other terms and conditions of the Original MOU remain as is.

1. Paragraph 1 is **amended to extend the contract term *through December 31, 2021.***
2. Paragraph 2 is **amended to modify** the sum to be reimbursed to the University by the ULMAF. The first sentence to Paragraph 2 shall now read as follows.

The Foundation shall directly reimburse the University the annual sum of \$41,000 plus \$16,400 in related benefits, effective May 1, 2020 through April 30, 2021; and \$44,000 plus \$17,600 in related benefits, effective May 1, 2021 through December 31, 2021; all representing that part of the Director of Golf's salary attributable to the fundraising activities provided pursuant to this MOU.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

ACKNOWLEDGED AND AGREED TO

BY:

  
\_\_\_\_\_  
Nick J. Bruno

President, University of Louisiana at Monroe

4/3/20  
Date

BY:

  
\_\_\_\_\_  
Mike McGee

President, University of Louisiana at Monroe  
Athletic Foundation

5/13/2020  
Date

Acknowledged By:

  
\_\_\_\_\_  
Tim Baldwin

Head Men's Golf Coach / Director of Golf

Date

4/2/20

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

**ATHLETIC COMMITTEE**

**June 25, 2020**

**Item G.19. University of Louisiana at Monroe's** request for approval of an amended and restated contract with Mr. Matt Viator, Head Men's Football Coach, effective July 1, 2020.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through December 31, 2022, the coach's annual base salary is \$350,000. The agreement also stipulates that the University will pay Coach an earned incentive payment of \$50,000 for reaching and becoming bowl eligible or winning a conference championship on or before June 30 following the event, payable out of athletic auxiliary funds. Coach may waive the payment of all or a portion of any incentive amount due and request that such amount be paid to one or more full-time members of his coaching or athletic support staff provided that each coach and staff understands and agrees that no payment may be made to any employee who is the subject of a current disciplinary action or investigation. The University shall provide the following benefits to Coach during the time of employment:

- Annual housing allowance of \$40,000 to be paid in equal monthly payments.
- Annual vehicle allowance in the amount of \$10,000 to be paid in equal monthly payments.
- Monthly cell phone allowance of \$45 to be included on the Coach's monthly payroll check.
- For each football season, Coach shall be entitled to a total of 12 tickets per home football game and 4 tickets to all other ULM home athletic competitions.

If the University terminates the agreement without cause, the University, at its option, shall pay Coach the remaining months of base salary he would have earned 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.

If Coach terminates agreement without cause to become employed as a football coach, then liquidated damages will be equal to the remaining months of base salary due through the expiration of this agreement or a sum equivalent to six months of base salary, whichever is less.

The University and the ULM Athletic Foundation have combined this agreement into one joint employment agreement.

## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Mr. Matt Viator, Head Men's Football Coach, effective July 1, 2020.



## Office of the President

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

June 2, 2020

G.19.

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

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting consideration and approval for the amended and reinstated contract of employment for Matt Viator, Head Football Coach.

Thank you for your consideration of this request.

Sincerely,

Edwin H. Litolff III  
Interim President

# #TAKEFLIGHT

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



**AMENDED AND RESTATED CONTRACT OF EMPLOYMENT  
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF OUACHITA**

This Amended and Restated Contract of Employment (herein “agreement”) is made and entered into effective the 1<sup>st</sup> day of July, 2020, between the **University of Louisiana at Monroe** (hereinafter referred to as "UNIVERSITY") and through its President, and **Matt Viator** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The **University of Louisiana at Monroe Athletic Foundation, Inc.** (hereinafter referred to as “FOUNDATION”) joins in this agreement consenting to the obligations incurred by the FOUNDATION.

WHEREAS, the parties entered into a Contract of Employment effective February 1, 2016, *as amended* on January 29, 2018 (“Original Contract”). The parties desire to amend and restate the original contract, inclusive of all amendments, as a single agreement upon the terms and conditions set forth below.

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as Head Football Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to football, which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by UNIVERSITY through its President and Director of Athletics. It is understood by COACH and the UNIVERSITY, however, that the

UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 11.2 of this contract.

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

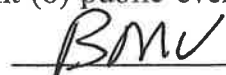
1.3 COACH shall manage and supervise the team and shall perform such other duties in the University's athletic program as the Director may reasonably assign.

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

1.5 COACH shall be expected to participate in an appropriate number of non-conference "guarantee" football games on an annual basis in order to generate necessary revenue. The number of contests will be determined by mutual consent of both the Director and COACH.

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

1.7 COACH shall be expected to attend a minimum of eight (8) public events per



year as scheduled by the Director.

## **2.0 Term**

2.1 The term of this agreement is extended for a fixed period commencing on the 1<sup>st</sup> day of July, 2020, and terminating without further notice to COACH on the 31<sup>st</sup> day of December, 2022, unless extended under the terms of this agreement. For purposes of this agreement, the current contract year shall commence July 1, 2020 and end December 31, 2020. Each successive contract year shall begin on January 1 and end December 31<sup>st</sup> of the then current calendar year.

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement 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 UNIVERSITY.

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

2.4 Beginning with the 2016-2017 season, if the football team's Academic Progress Rate (APR) falls below a one year average of 940, 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, including but not limited to the incentive pay provided under section 3.2, nor any contract extension provided for in section 2.5 of this agreement.

2.5 During the term of this agreement, for every winning season (Counting Bowl



Game, Minimum 7 wins) a year will be added to the contract for up to 2 additional years.

### 3.0 Compensation

3.1 Base Salary. In consideration of COACH 'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$350,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 Incentive Pay. In recognition of exemplary performance and additional work that is required for post-season competition and events and as an incentive for COACH to achieve the goals below, and since such additional work generally results in an influx of private gifts to the UNIVERSITY, during the time of employment as head coach, Coach will have the opportunity to receive an earned incentive payment of \$50,000 for becoming bowl eligible and receiving a bowl invitation, or winning a conference championship. The incentive payment will be paid by UNIVERSITY from UNIVERSITY's athletics auxiliary funds on or before June 30<sup>th</sup> following the applicable event.

3.2.1 COACH may waive the payment of all or a portion of the incentive pay referenced in Section 3.2 and request that such incentive pay be paid to one or more full-time members of COACH's coaching or athletic support staff provided that no incentive payment may be made to any employee who is the subject of a current disciplinary action or investigation.

3.3 COACH may be eligible for cost of living or merit pay increases from the UNIVERSITY in addition to the stated UNIVERSITY 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 from the



budget for intercollegiate athletics as determined by the UNIVERSITY in its sole discretion.

3.4 Payments earned pursuant to the provisions of Section 3.2 will be paid to COACH on or before June 30<sup>th</sup> of the respective contract year.

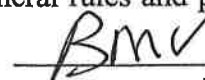
3.5 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 and/or 14.0 of this contract.

#### **4.0 Contracts for broadcast and/or telecast**

4.1 COACH may host a radio/television show to promote the UNIVERSITY Football Team.

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

- (a) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television show.
- (b) Long distance phone calls, UNIVERSITY supplies, printing, postage, UNIVERSITY vehicles, etc., will be utilized on a complete UNIVERSITY cost recovery basis.
- (c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by UNIVERSITY auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television show.
- (e) The COACH is an independent contractor during said television activities and, as a UNIVERSITY employee will undertake to observe all general rules and policies of



the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- (f) The 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 television show.

4.3 The UNIVERSITY shall have exclusive right to contract for program sponsors for commercial endorsements by COACH and to authorize the use of commercials both during the program and at all other times.

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

## **5.0 Camps and Clinics**

5.1 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.



5.2 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 UNIVERSITY camp policies/procedures and 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 child abuse, neglect and/or endangerment, including sexual molestation (for camps 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.



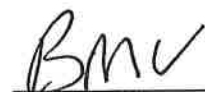
- (f) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss,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

## **6.0 Employee Benefits**

6.1 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.

6.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Head Football Coach position:

- (a) Annual housing allowance of \$40,000 to be paid in equal bi-weekly payments;
- (b) Annual vehicle allowance in the amount of \$10,000 to be paid in equal bi-weekly payments;
- (c) Monthly cell phone allowance of \$45 to be included on the COACH's bi-weekly payroll check; and
- (d) For each football season, COACH shall be entitled to a total of twelve (12) tickets per home football game and four (4) tickets to all other ULM home athletic competitions.





6.3 During the time of COACH'S employment in the Head Football Coach position, FOUNDATION agrees to provide COACH and one member of his family with access to use the Bayou Desiard Country Club through a membership paid for by FOUNDATION. COACH and family member will be responsible for all charges associated with use of the club, outside of membership dues and capital improvements which will be covered by FOUNDATION.

6.4 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 and/or 14.0 of this contract.

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

7.1 COACH may receive income, revenue, and benefits from outside sources while employed by University upon approval from the University's President and in accord with University and Board policies.

7.2 All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

7.3 Any outside compensation activities shall be considered independent of COACH'S University employment and UNIVERSITY shall have no responsibility for any claims arising therefrom.

7.4 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than from UNIVERSITY, COACH must report all such income or benefits to the UNIVERSITY'S PRESIDENT in writing at least annually, by July 1. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies,



equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the UNIVERSITY (*see* NCAA Bylaw 11.2.2.).”

## **8.0 Shoe, Apparel, a n d / o r Equipment Endorsements**

8.1 In the course of COACH’s official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies.

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

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

9.3 COACH represents and warrants that COACH is not the subject of a current NCAA investigation, and/or to the best of COACH’S knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing



warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

#### **10.0 Football Staff**

10.1 COACH shall have the authority to select unclassified football personnel (within the established budget) upon authorization by the Athletic Director, the UNIVERSITY President, and approval by the Board.

10.2 COACH is expected to supervise football staff in compliance with NCAA, Conference and UNIVERSITY rules and regulations.

#### **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, UNIVERSITY shall notify the President of the University of Louisiana System. All compensation, including salary, benefits, and other remuneration incidental to employment cease upon termination.

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 FOOTBALL 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.

11.3 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 this 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 a lump sum within sixty (60) days from the effective date of the termination or in monthly installments until such amount is paid in full at the sole discretion of the UNIVERSITY.

11.4 In the event that the COACH terminates this Agreement to become employed as a football coach, then COACH shall be liable to the UNIVERSITY for *either* 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 in a lump sum within sixty (60) days from the effective date of the termination.

11.5 If COACH terminates this contract for any other reason than becoming employed as a football 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.

#### 11.6 Financial Exigency / Fiscal Funding

11.6.1 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 three (3) months notice of termination or three (3) months regular pay in lieu of such notice at UNIVERSITY's sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.



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

11.7 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 a period no longer than ninety (90) days 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.

11.8 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, *etc.*, shall cease immediately upon the occurrence of any such event.

## **12.0 Fundraising**

All fundraising activities of COACH must be pre-approved by the Athletic Director, or his/her designee, and coordinated through the University of Louisiana at Monroe Foundation to ensure that such activities are in compliance with UNIVERSITY policies.



### **13.0 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.

### **14.0 Force Majeure**

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

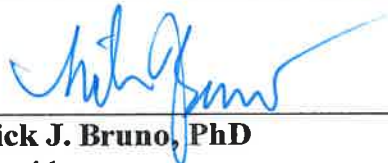
**[SECTION 15 AND SIGNATURE DESIGNATION ON NEXT PAGE]**



## 15.0 Entire Agreement

This single Amended and Restated 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 provided for or hereinbefore discussed or mentioned.

ACKNOWLEDGED AND AGREED TO BY:

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


5/27/20  
Date

ACKNOWLEDGED AND AGREED TO BY:

  
\_\_\_\_\_  
**Matt Viator**  
Head Football Coach

5-27-20  
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.

5/28/2020  
Date

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

\_\_\_\_\_  
**Dr. Jim Henderson**  
President  
University of Louisiana System



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

**ATHLETIC COMMITTEE**

**June 25, 2020**

**Item G.20.**     **University of New Orleans'** request for approval of a contract with Ms. Keeshawn Davenport, Head Women's Basketball Coach, effective May 1, 2020.

**EXECUTIVE SUMMARY**

Under this agreement, through April 30, 2025, Coach will earn \$87,500 annually in the first year of the contract. Coach shall be eligible for yearly increases as listed: 2021-22 (\$100,000), 2022-23 (\$104,000), 2023-24 (\$108,160) and 2024-25 (\$112,486).

In addition to the salary, Coach will receive an annual supplement of \$2,500 for performance of all multi-media obligations and an additional annual supplement of \$2,500 for performance of all public appearance obligations, funded by the New Orleans Foundation. Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$7,200. Finally, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- \$3,500--Conference Regular Season Championship
- \$5,000--Conference Tournament Championship and Automatic Bid to the NCAA Tournament
- \$5,000--Each win in NCAA Tournament
- \$20,000--Team advances to the Final Four
- \$50,000--NCAA National Championship
- \$2,500--Bid to the WNIT Tournament
- \$1,500--Each win in the WNIT Tournament
- \$2,500--Conference Coach of the Year
- \$2,500--NCAA Single Year Academic Progress Rate of 970 or greater
- When the women's basketball team earns a win over a Tier 1 School (Top 100 RPI/NET from previous year), Coach will earn \$2,500 for each win. For a 50% win-percentage over Tier 2 Schools (Tulane, ULL, ULM, La. Tech, Southern Miss, South Alabama and Rice), Coach will earn a one-time performance incentive equal to \$2,500.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through April 30, 2025 of the contract and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without

cause to accept a Division I head coaching position at another institution, UNO will be entitled to liquidated damages paid by Coach or new employer equal to \$50,000.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Ms. Keeshawn Davenport, Head Women's Basketball Coach, effective May 1, 2020.*



THE UNIVERSITY *of*  
**NEW ORLEANS**  

---

OFFICE OF THE PRESIDENT

May 27, 2020

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

Re: Employment Contract for the Women's Head Basketball Coach

Dear Dr. Henderson,

I am requesting approval of an employment contract for the Women's Head Basketball Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President

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

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this \_\_\_ day of May 2020, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Keeshawn Davenport (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Women's Basketball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics 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 Director of Athletics.

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

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

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

**2.0 Term**

2.1 The term of this agreement is for a fixed period of five (5) years, commencing on the 1<sup>st</sup> day of May, 2020, and terminating without further notice to COACH on the 30th day of April, 2025, unless extended under the terms of this agreement. All prior agreements shall terminate on the effective date of this agreement.

2.2 This agreement is renewable solely upon an offer from University and acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement 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 University.

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

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$87,500, payable on a biweekly basis.

3.2 COACH shall be eligible for yearly increases as listed: 2021-22 (\$100,000), 2022-23 (\$104,000), 2023-24 (\$108,160) and 2024-25 (\$112,486). The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

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

### **4.0 Supplements/Performance Incentives**

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The supplements set forth in Subsection 4.1.1 and Subsection 4.1.2 shall be funded by the Foundation solely from the athletic funds held by the Foundation and paid through University payroll. The potential annual supplements are as follows:

4.1.1 Multi-Media Supplement. COACH will receive annual supplement salary compensation of \$2,500 for performance of all multi-media obligations as directed by the Director of Athletics including but not limited to radio shows, television shows, corporate partner solicitation meeting and special event appearances.

4.1.2 Public Appearance Supplement. COACH will receive annual supplement salary compensation of \$2,500 for performance of all public appearance obligations as directed by the Director of Athletics including but not limited to, Foundation events, UNO Alumni Association events, community outreach initiatives, and department fundraising events.

4.1.3 Tickets: COACH will receive up to twenty (20) basketball tickets per season. COACH will receive four (4) basketball season tickets per season.

4.1.4 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$7,200 dispensed monthly. In addition, University will provide COACH with an annual vehicle allowance pool of \$13,500 which can be distributed to three (3) full time assistant coaches at discretion of COACH with approval of the Director of Athletics.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall



be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

4.2.1 Academic Progress: When the women's basketball program achieves a one-year APR (Academic Progress Rate) score of 970 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a Two Thousand Five Hundred Dollar (\$2,500) performance incentive will be provided to COACH and a Five Hundred Dollar (\$500) in performance incentive will be provided to each full-time women's basketball assistant coaches and director of operations. This is applicable to each year of the agreement. Should the women's basketball program receive an APP post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.2 Athletics Success

4.2.2.1 When the women's basketball team wins a conference regular season championship, COACH will earn a one-time performance incentive of \$3,500. Each full-time assistant coach and director of operations will earn a one-time performance incentive of \$750. This is applicable to each year of the agreement.

4.2.2.2 When the women's basketball team wins a conference tournament championship and, consequently, an automatic bid into the NCAA Women's Basketball Championship Tournament, COACH will earn a one-time performance incentive of \$5,000. Each full-time assistant coach and director of operations will earn a one-time performance incentive of \$1000. This is applicable to each year of the agreement.

4.2.2.3. When the women's basketball team wins a conference tournament championship, receives an automatic bid into the NCAA, Women's Basketball Championship Tournament, COACH will earn a one-year extension to this contract. This is a one-time extension and will not be applicable once the one-year extension has been earned by COACH.

4.2.2.4 For each victory in the NCAA Women's Basketball Championship Tournament, COACH will earn an additional performance incentive of \$5,000. Each full-time assistant coach will earn a performance incentive of \$1000. This is applicable to each year of the agreement.

4.2.2.5 When the women's basketball team advances to the FINAL FOUR, COACH will earn a one-time performance incentive equal to \$20,000. Each full-time assistant coach will earn a one-time performance incentive of \$5,000. This is applicable to each year of the agreement.

4.2.2.6 When the women's basketball team wins the national championship, COACH will earn a one-time performance incentive equal to \$50,000. Each full-time assistant coach will earn a one-time performance incentive of \$10,000. This is applicable to each year of the agreement.

4.2.2.7 When the women's basketball team receives a bid into the post-season Women's National Invitation Tournament (WNIT), COACH will earn a one-time performance incentive equal to \$2,500 and \$1,500 for each WNIT win. Each full-time assistant coach will earn a one-time performance incentive of \$500. This is applicable to each year of the agreement.

4.2.2.8 When the women's basketball team earns a win over a Tier 1 School (Top 100 RPI/NET from previous year), COACH will earn \$2,500 for each win. For a 50% win-percentage over Tier 2 Schools (Tulane, ULL, ULM, La. Tech, Southern Miss, South Alabama and Rice), COACH will earn a one-time performance incentive equal to \$2,500).

#### **4.2.3 Professional Recognition**

4.2.3.1 When the COACH is recognized as Conference Women's Basketball Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

### **5.0 Contracts for Broadcasts and/or Endorsements**

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of Coach and the women's basketball program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Director of Athletics or the University President.

### **6.0 Camps and Clinics**

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities unless camps are operated with the primary purpose of generating revenue for the University women's basketball program. The use of University facilities will be determined by the availability of those facilities as established by University policy. COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics. Should COACH operate a University-sponsored camp for the primary benefit of the University women's basketball program, the following shall apply

6.1.1 All revenues from university camps/clinics will be deposited into COACH's University camp budget. After all expenses are met, COACH may be compensated up to the amount of surplus remaining in the account, or use the profits to pay assistant coaches, supplement the University women's basketball operating budget, or a combination of the three, at coach's discretion.

6.1.2 Camps operated through the University camp budget will not be subject to facility fees; however, all camps will be assessed a per camper administration fee by Department of Athletics through the UNO Foundation.



6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will not be required to take leave while conducting camps run through the University camp budget.

6.1.4 COACH's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

6.2 If camps are operated as a private event, it is specifically agreed that in the operation of such camps, 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.

6.2.1 COACH shall be permitted to use the Lakefront Main Arena for a period of two (2) weeks each year and the auxiliary gymnasium for three (3) weeks each year. Any additional usage must be approved by the University President, Director of Athletics and General Manager of Lakefront Arena.

6.2.2 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.

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

6.2.4 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:

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

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

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

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

6.2.7 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.

6.2.8 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.

6.3 The Director of 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.

## **7.0 Employee Benefits**

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

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

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

8.2 COACH shall report annually in writing to the President through the Director of Athletics all athletically related income from sources outside the University. University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution 11.2.2).

8.3 COACH may earn income and revenue from outside sources while employed by University upon approval from President and in accord with Board policies. Notwithstanding the above or anything else herein to the contrary, if Employee receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, Employee must report all such income or benefits to the Director of Athletics and President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.)

## **9.0 Apparel, Equipment Endorsements**

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director of Athletics. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

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

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference & University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

10.3 COACH understands that she has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment

## **11.0 Women's Basketball Staff**

11.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System.

## **12.0 Termination**

12.1 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, University will obtain approval from the University of Louisiana System President.

12.2 COACH may be terminated by the Director of Athletics at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

12.3 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, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.



Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause to accept a Division I head coaching position at another institution, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$50,000.

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this agreement for any other reason than becoming employed as a Division 1 head basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

12.4 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a 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 salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

### **13.0 Fundraising**

All fundraising activities by COACH must be pre-approved by the Director of Athletics, or designee, to ensure that such activities are in compliance with University policies. Director of Athletics may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to her sport.

### **14.0 Severability**

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

### **15.0 Force Majeure**

No party shall be considered in default performance of her 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.



\_\_\_\_\_  
PRESIDENT, UNIVERSITY OF NEW ORLEANS



\_\_\_\_\_  
PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



\_\_\_\_\_  
DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



\_\_\_\_\_  
HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

\_\_\_\_\_  
PRESIDENT - ULS