

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

ATHLETIC COMMITTEE

December 3, 2020

Item G.1. **Louisiana Tech University's** request for approval of a contract with Mr. Eric A. Wood, Vice President and Director of Athletics, effective November 1, 2020.

EXECUTIVE SUMMARY

Under the proposed five-year agreement, effective through October 1, 2025, Vice President and Director of Athletics' annual salary is \$225,000. The agreement also stipulates that the Louisiana Tech University Foundation (LTUF) will pay Vice President and Director of Athletics a premium benefit of \$75,000 per year for his role as a fundraiser for the LTUF and to promote Louisiana Tech's athletic programs.

In addition, the LTUF agrees to pay the Vice President and Director of Athletics the following supplemental payments, capped at \$15,000 per contract year:

- In the event the Louisiana Tech University Football team should participate in one of the New Year's Six Bowls (the Rose Bowl, the Sugar Bowl, the Orange Bowl, the Cotton Bowl, the Fiesta Bowl, or the Peach Bowl), Vice President and Director of Athletics will be paid \$15,000 in the month following the conclusion of the bowl game for his appearance at promotional and fundraising activities;
- In the event the Louisiana Tech University Football team should participate in a bowl game other than those enumerated above, Vice President and Director of Athletics is to be paid \$5,000 in the month following the conclusion of the bowl game for his appearance at promotional and fundraising activities;
- In the event the Louisiana Tech University Men's Basketball team should participate in the NCAA Tournament, Vice President and Director of Athletics will be paid \$5,000 in the month following the conclusion of the NCAA Tournament for his appearance at promotional and fundraising activities;
- In the event the Louisiana Tech University Women's Basketball team should participate in the NCAA Tournament, Vice President and Director of Athletics will be paid \$5,000 in the month following the conclusion of the NCAA Tournament for his appearance at promotional and fundraising activities; and
- In the event the Louisiana Tech University Men's Baseball team should participate in the NCAA Super Regional Tournament, Vice President and Director of Athletics will be paid \$5,000 in the month following the conclusion of the NCAA Super Regional Tournament for his appearance at promotional and fundraising activities.

Vice President and Director of Athletics will be given the opportunity to earn revenue generation supplemental payments from the LTUF of up to \$10,000 per contract year if certain fundraising goals are met for each fiscal year.

In the event the University terminates this agreement without cause prior to the last 36 months of the contract, the LTUF, solely through its athletics funds, shall be liable to Vice President and Director of Athletics for the payment of 36 months' salary, both the University and LTUF portions. In the event the University terminates this agreement without cause during the last 36 months of the contract, LTUF shall be liable to Vice President and Director of Athletics for remaining salary payments due, both the University and LTUF portions.

In the event that the Athletic Director accepts employment as an athletic director at another college or university or accepts employment elsewhere during the term of this contract, Vice President and Athletic Director shall pay the LTUF certain amounts as stipulated for each year in the contract.

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 Louisiana Tech University's request for approval of a contract with Mr. Eric A. Wood, Vice President and Director of Athletics, effective November 1, 2020.



G.1.

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

November 2, 2020

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

Dear Dr. Henderson:

Enclosed for your review are six (6) originals of the Contract of Employment between Dr. Eric Wood, Vice President and Director of Athletics, and Louisiana Tech University. Also joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is November 1, 2020 through October 31, 2025.

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

Upon approval by the Board, please sign the originals on the last page of the contract indicating that the Board has approved the contract, and keep one original for the files of the Board of Supervisors and return the remaining five (5) originals to me for distribution to Dr. Wood, the University, the Foundation, and Dr. Wood's attorney.

Thank you for your attention to this matter.

Sincerely,

Leslie K. Guice
President

mol
enclosures

CONTRACT OF EMPLOYMENT:
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

STATE OF LOUISIANA

PARISH OF LINCOLN

THIS AGREEMENT made and entered into as of this 18th day of November, 2020, between Louisiana Tech University (sometimes hereinafter referred to as "UNIVERSITY") and Eric A. Wood (hereinafter referred to as "A.D.") with the concurrence of the Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Louisiana Tech University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

WITNESSETH

1. **Employment.** The UNIVERSITY does hereby employ A.D. as Vice President and Director of Athletics of LOUISIANA TECH UNIVERSITY, Ruston, Louisiana, and A.D. does hereby accept such employment and agrees to perform all those services and duties, both scholastic and athletic, required of A.D. pertaining to the sports programs at UNIVERSITY as prescribed by the UNIVERSITY through its duly authorized President. Such duties include, but are not limited to, managing the intercollegiate athletics program and activities of the University, marketing, fundraising, and other activities designed to promote the University's athletics program and the academic achievement of its student-athletes, and such other duties as may be assigned by the President.

2. **Term.** The term of this Agreement shall be for a definite term, commencing on November 1, 2020 and ending on October 31, 2025, unless terminated sooner in accordance with the terms of this Agreement or extended by mutual written agreement of the parties, and approved by the Board.

3. **Salary.** The UNIVERSITY agrees to pay A.D. a base annual salary of Two Hundred Twenty-five Thousand dollars (\$225,000), payable in twelve (12) equal monthly installments during the term of this Agreement.

4. **Foundation Compensation.** FOUNDATION, solely through its athletics funds, shall pay A.D. Seventy-five Thousand dollars (\$75,000) annually to be paid in equal monthly installments for A.D.'s role as an advancement professional and for his promotional appearances at events sponsored by or participated in by the Division of University Advancement. A.D. accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and A.D. shall be responsible for all applicable taxes.

Payment from FOUNDATION is contingent upon A.D.'s participation in fundraising and promotional activities to acquire private funding for Louisiana Tech Athletics. A.D. shall not unreasonably refuse to engage in personal contact (telephone calls, lunches, dinners, social engagements, etc.) with sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with A.D.'s duties owed to the UNIVERSITY.

5. **Marketing Incentives.** In recognition of exemplary performance of certain college sports and the additional work that is required for post-season games and events and as an incentive for A.D. to achieve the goals described below, and since such additional work from these post season appearances generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION, solely from the athletics funds held by the FOUNDATION, agrees within sixty (60) days after the game or event to pay to A.D. the following payments:

- A. In the event the Louisiana Tech University Football team should participate in one of the New Year's Six Bowls (the Rose Bowl, the Sugar Bowl, the Orange Bowl, the Cotton Bowl, the Fiesta Bowl, or the Peach Bowl), A.D. is to be paid the sum of fifteen thousand dollars (\$15,000.00) in the month following the conclusion of the bowl game for A.D.'s appearance at promotional and fundraising activities;
- B. In the event the Louisiana Tech University Football team should participate in a bowl game other than those enumerated above, A.D. is to be paid five thousand dollars (\$5,000.00) in the month following the conclusion of the bowl game for A.D.'s appearance at promotional and fundraising activities;
- C. In the event the Louisiana Tech University Men's Basketball team should participate in the NCAA Tournament, A.D. is to be paid the sum of five thousand dollars (\$5,000.00) in the month following the conclusion of the NCAA Tournament for A.D.'s appearance at promotional and fundraising activities;
- D. In the event the Louisiana Tech University Women's Basketball team should participate in the NCAA Tournament, A.D. is to be paid the sum of five thousand dollars (\$5,000.00) in

the month following the conclusion of the NCAA Tournament for A.D.'s appearance at promotional and fundraising activities.

- E. In event that the Louisiana Tech Baseball team should participate in the NCAA Baseball Super Regional Tournament, A.D. is to be paid a sum of five thousand dollars (\$5,000) in the month following the appearance of the team in the tournament for A.D.'s appearance at promotional and fundraising activities.

Supplemental payment opportunities based upon team performance as enumerated in paragraph 5.A. – E. above are capped at \$15,000 per contract year.

A.D. accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and A.D. shall be responsible for all applicable taxes.

6. **Retirement and Fringe Benefits.** UNIVERSITY will provide A.D. the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon A.D.'s base annual salary, as defined in Paragraph 3, as provided by the UNIVERSITY. UNIVERSITY will take efforts to secure a vehicle for A.D.'s personal and business use to be acquired from a private donation or sponsorship. Club and social memberships made available through privation donations to UNIVERSITY and the Athletics Department shall be offered to A.D.

7. **Advancement Operations.** A.D. will be given the opportunity to earn revenue generation supplemental payments of up to \$10,000 per contract year. In order to receive the opportunity for supplemental payments, on or before June 1 of each contract year, A.D. and UNIVERSITY President shall mutually agree upon reasonable fundraising goals to be met for the next fiscal year. These goals shall be consistent with increasing donors and total gifts to the Louisiana Tech Athletic Club (LTAC), contractual obligations, capital improvement needs, and other critical or overarching needs of the Department of Athletics. Such fundraising goals shall be documented in writing, the amount of the supplemental payment shall be determined, and both parties will sign a document consenting to the terms and conditions. Revenue supplemental payments shall be the obligation of the FOUNDATION and paid solely from its athletics funds.

A.D. accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and A.D. shall be responsible for all applicable taxes.

8. **Withholdings.** The UNIVERSITY shall provide A.D. with an IRS form W-2 for the base salary paid by the UNIVERSITY which is subject to withholding. The FOUNDATION shall provide A.D. with an IRS form 1099 for that portion of his compensation that is paid to him in his capacity as an independent contractor and which is not subject to withholding. A copy of the IRS form 1099 provided to A.D. shall also be provided to UNIVERSITY by FOUNDATION. Neither the UNIVERSITY nor the FOUNDATION is a guarantor of the taxable status of the consideration described in Paragraph 4 (Foundation Compensation), Paragraph 5 (Marketing

Incentives), or Paragraph 7 (Advancement Operations). Accordingly, should part or all of such consideration ever be treated by any taxing authority as if it were “taxable” even though not reported to such authority by the UNIVERSITY or FOUNDATION, A.D. agrees to indemnify and hold harmless the UNIVERSITY and FOUNDATION from any taxes assessed against him, including any penalties, fines, expenses, or assessments with respect to the aforementioned consideration.

9. **Additional Revenue.** Subject to the limitations imposed by this section of the Agreement, A.D. may earn or receive other revenue while employed by the UNIVERSITY provided, however, that A.D. shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President of UNIVERSITY before engaging in any commercial or private venture, including the use of A.D.'s name by any commercial, public or private entity. A.D. shall not directly or indirectly own, manage, control, render services for, or be associated with any business, enterprise, or activity that: (a) is in competition with the University or any component thereof; (b) is selling goods or services to the University; or (c) would conflict with or prevent A.D. from complying with the requirements of his duties as A.D.

Such outside activities shall not interfere with the full and complete performance by A.D. of his duties and obligations as a UNIVERSITY employee, recognizing always that A.D.'s primary obligation and alliance of fair dealing and good faith rest with the UNIVERSITY and its students. In no event shall A.D. accept or receive directly or indirectly any money, benefit or any other gratuity whatsoever from any person, corporation, or entity, if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA and/or C-USA or any future conference affiliation, as now or hereafter enacted. Changes of such

legislation, constitution, bylaws, rules, regulations or interpretations shall automatically apply to this Agreement without the necessity of a written modification.

Such outside activities are independent of A.D.'s UNIVERSITY employment and his employment as an independent contractor for the FOUNDATION. As such, UNIVERSITY and/or FOUNDATION shall have no responsibility or liability for any claims arising there-from. A.D. agrees to indemnify and hold harmless the UNIVERSITY, the FOUNDATION, and the University of Louisiana System, and the officers, employees, and agents of all these entities, from any and all claims based on or arising out of such outside activities.

Notwithstanding the above or anything else herein to the contrary, if A.D. receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, A.D. must report all such income or benefits to the UNIVERSITY 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 UNIVERSITY (see Bylaw 11.2.2.).

10. **Standards.** A.D. agrees to represent UNIVERSITY positively in public and private forums and shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical and academic standards of the UNIVERSITY. A.D. shall not engage in any activity or conduct that has the purpose or effect of reflecting unfavorably on the UNIVERSITY, or causing embarrassment to the UNIVERSITY, or otherwise detracting from its reputation or the reputation of the UNIVERSITY's athletics program.

A.D. recognizes that the primary mission of LOUISIANA TECH UNIVERSITY is to serve as an institution of higher education and shall fully cooperate with academic counselors or similar persons designated by the UNIVERSITY to assist student athletes and the faculty and administrators of the UNIVERSITY in connection with the academic pursuits of student athletes and shall use his personal best to encourage and promote those efforts. In that respect, A.D. recognizes that the goal of UNIVERSITY is that every student athlete obtain a baccalaureate degree and agrees to fully support the attainment of this goal.

A.D. and UNIVERSITY acknowledge and agree that (1) A.D. 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.

A.D. shall promptly report to the UNIVERSITY's Title IX Coordinator or Deputy Title IX Coordinator any known violations of the UNIVERSITY's or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a UNIVERSITY sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For Purposes of this paragraph, a "known violation" shall mean a violation or an allegation of a violation of Title IX that A.D. is aware of or has reasonable cause to believe is taking place or may have taken place.

11. **Termination**. This Agreement may be terminated by the parties as follows:

A. Termination by UNIVERSITY Without Cause.

The UNIVERSITY shall have the right to terminate this Agreement without cause at any time by giving A.D. thirty (30) days written notice. In the event the UNIVERSITY terminates this Agreement without cause prior to the last thirty-six months (36 months) of the contract, the FOUNDATION, solely through its athletics funds, shall be liable to A.D. for the payment of thirty-six months' (36 months') salary, both the UNIVERSITY and FOUNDATION portions, with said amounts being payable in equal monthly installments. In the event the UNIVERSITY terminates this Agreement without cause during the last thirty-six months (36 months) of the contract, FOUNDATION, solely through its athletics funds, shall be liable to A.D. for remaining salary payments due, both the UNIVERSITY and FOUNDATION portions. FOUNDATION shall not be liable to A.D. for marketing incentive pay pursuant to Paragraph 5 unless the right to such pay accrued prior to A.D. receiving notice of termination. FOUNDATION, in its sole discretion, may accelerate payments due to A.D.

Should the UNIVERSITY terminate this Agreement without cause, the UNIVERSITY may, at its sole option, reassign A.D. to other duties commensurate with his qualifications and experience, at the base salary provided in Paragraph 3 plus FOUNDATION compensation per Paragraph 4, all of which will be paid by Foundation for up to thirty-six months (36 months), upon agreement of A.D., which agreement shall not be unreasonably withheld. A.D.'s refusal of reasonable assignment shall be considered just cause for termination of this agreement.

The FOUNDATION's obligation to pay, solely from its athletics funds, thirty-six months' (36 months') salary pursuant to this section shall be subject to A.D.'s duty to mitigate his damages. A.D. hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible

after termination of this Agreement pursuant to Paragraph 11.A. If A.D. should obtain such new employment prior to the last installment payment of liquidated damages, A.D. shall notify President of such new employment. Any further obligation of FOUNDATION to A.D. shall be reduced by the amount of salary or payment from A.D.'s new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

B. Termination by A.D.

Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the first year of the contract, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of Two Hundred Fifty Thousand dollars (\$250,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2020 through October 31, 2021. Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the second contract year, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of Two Hundred Thousand dollars (\$200,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2021 through October 31, 2022. Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the third contract year, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of One Hundred Fifty Thousand dollars (\$150,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2022 through October 31, 2023. Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the fourth contract year, A.D. shall pay the FOUNDATION, in lieu of all other

legal remedies, liquidated or stipulated damages in the sum of One Hundred Thousand dollars (\$100,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2023 through October 31, 2024. Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the fifth contract year, A.D. shall pay the FOUNDATION, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of Fifty Thousand dollars (\$50,000) to be reduced by \$4,166.66 for each full month of service performed from November 1, 2024 through October 31, 2025.

C. Termination of A.D. for Cause.

UNIVERSITY may terminate this Agreement for cause. Cause for this purpose shall mean any one or more of the following:

- 1) Neglect or inattention by A.D. to the duties of A.D., or A.D.'s refusal or unwillingness to perform such duties in good faith and to the best of A.D.'s abilities within ten (10) days of receiving specific written notice of such neglect or inattention to the duties or refusal or unwillingness to perform such duties from the President of LOUISIANA TECH UNIVERSITY; or
- 2) Willful and intentional insubordination, which is totally within the control of A.D., including but not limited to, failure to follow instructions from the President; or
- 3) Willful failure to comply with Athletics Department policies and procedures; or
- 4) Failure to fulfill the duties and responsibilities of A.D. as specified in this Agreement after written notice of ten (10) days to cure any failure to fulfill the duties and responsibilities of A.D. as specified in this agreement; or
- 5) Material significant or repetitive violation or breach by A.D. of this Agreement; or
- 6) Any conduct of an A.D. in violation of any criminal felony statute; or

- 7) Failure by A.D. to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of his duties hereunder or his prior employment at any other institution of higher learning propounded by the UNIVERSITY, NCAA, C-USA or other conference affiliation, or required by law, governing athletic rules, or UNIVERSITY regulations; or
- 8) Counseling or instructing by A.D. of any coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to the athletics program of UNIVERSITY or other institution of higher education which shall be propounded by the UNIVERSITY, NCAA, C-USA or other conference affiliation, or which shall be required by law; or
- 9) Soliciting, placing, or accepting by A.D. of a bet on any intercollegiate athletic contest; or
- 10) Participating in by A.D. of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or
- 11) Sale, use or possession by A.D. of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which is prohibited by law; or
- 12) A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, policy or bylaw of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, which violation may, in the sole judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletics program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the athletic conference of which the UNIVERSITY

is a member, and including any violation which may have occurred during prior employment of A.D. at another NCAA member institution; or

- 13) If A.D. has knowingly permitted, by action or inaction, a significant, repetitive or deliberate violation of any law or of any policy, rule, regulation, constitutional provision, policy or bylaw of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, by A.D. or a member of the athletic department staff, coaching staff or any other person under the A.D.'s supervision and direction, including student athletes, which violation may, in the sole and reasonable judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletics program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the conference of which the UNIVERSITY is a member; or

- 14) Conduct of the A.D. which, in the sole reasonable judgment of the UNIVERSITY, is inconsistent with or is seriously prejudicial to the best interests of the UNIVERSITY or its athletics program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on A.D. or UNIVERSITY; which otherwise fails to follow the moral and ethical standards reasonably expected of A.D. as a leading representative of the Department of Athletics and UNIVERSITY; which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude.

- 15) Engaging in a consensual sexual relationship with any individual over whom he exercises direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence.

- 16) Prolonged absence of 14 days or more from duty for reasons other than those protected by the Family and Medical Leave Act of 1993 without the consent of the President of the UNIVERSITY, such consent not to be unreasonably withheld; or
 - 17) Any cause based on intentional conduct by A.D. adequate to sustain a for-cause termination of any other University employee including but not limited to any violation of the Louisiana Code of Governmental Ethics.
 - 18) Any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Article 10.
 - 19) A.D. may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has a declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services.
- Benefits and other remuneration incidental to employment cease upon termination.

The judgment as to whether the conduct of A.D. constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the UNIVERSITY but such decision shall be in the UNIVERSITY'S sole judgment. In the event of such termination, A.D. will receive thirty (30) calendar day's notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary benefits and other remuneration set forth in this Agreement incidental to A.D.'s employment, cease upon termination, other than compensation owed A.D. for services performed by A.D. prior to termination. FOUNDATION shall not be liable to A.D. for performance incentive pay pursuant to Paragraph 5 unless the right to such pay accrued prior to A.D. receiving notice of termination.

The right to pay as described in Paragraph 5 shall vest on game day.

D. Disciplinary Action. The UNIVERSITY shall have the right to take disciplinary or corrective action, short of termination for cause, against A.D. for violation of any provision of this Agreement or for any reason which would allow termination for cause under the provisions of this Agreement. Such disciplinary action may include, but is not limited to reprimand or probation and shall not affect any other rights the UNIVERSITY has under this Agreement. In addition, A.D. shall be subject to disciplinary or corrective action by the NCAA or C-USA or other conference affiliation for any violation of NCAA or C-USA or other conference affiliation regulations, respectively. Such action by NCAA or C-USA or other conference affiliation shall not preclude or, in any manner, affect UNIVERSITY's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. Termination by Incapacity. In the event of the incapacity of A.D., this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease unless otherwise required by law. Such incapacity shall be deemed to exist if A.D. is unable to perform the essential functions of his duties with or without reasonable accommodation.

F. Termination by Death. In the event of death of A.D., this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease unless otherwise required by law.

G. Concurrent Employment. A.D.'s role as an independent contractor with the FOUNDATION runs concurrently with his employment by the UNIVERSITY as A.D. Upon termination of employment, whether by A.D. or by UNIVERSITY for cause or without cause, FOUNDATION shall have no liability to A.D. except as set forth in Paragraph 11.

H. Approval of President for the University of Louisiana System. UNIVERSITY shall seek the approval of the President for the University of Louisiana System prior to terminating the

employment of A.D. for reasons found in Paragraph 11.A. (Termination Without Cause), Paragraph 11.C. (Termination for Cause), or Paragraph 11.E. (Termination by Incapacity).

I. Waiver of Claims. The financial consequences of termination of this Agreement are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, effected in accordance with the procedures established in this Agreement, neither A.D. nor the UNIVERSITY or the FOUNDATION shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the UNIVERSITY, FOUNDATION, or A.D. of information or documents required by law. A.D. acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, A.D. shall have no right to occupy the position of Director of Athletics of LOUISIANA TECH UNIVERSITY and that his sole remedies are provided herein and shall not extend to injunctive relief. A.D. further acknowledges that he has no expectation of the granting of tenure by UNIVERSITY.

Additionally, the UNIVERSITY and/or the FOUNDATION at the sole discretion of the UNIVERSITY and/or the FOUNDATION, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of A.D. A.D. shall fully cooperate in the underwriting and issuance of any such insurance.

12. **Furloughs.** Notwithstanding any other provision of this Agreement, if the Board of Supervisors for the University of Louisiana System and/or the President of the UNIVERSITY implements a mandatory furlough program, requiring Athletic Department employees to take a certain number of days of unpaid annual leave, during any contract year during the Term, A.D. understands and agrees that A.D. shall not receive any compensation from UNIVERSITY or FOUNDATION, including, but not limited to, base salary, appearance fees, etc., during such furlough period.

13. **Entire Agreement.** This Agreement embodies the complete agreement concerning the employment of A.D. by the UNIVERSITY, with the concurrence of the FOUNDATION, and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this agreement with full opportunity to seek advice of competent counsel.

14. **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. **Amendments to Agreement.** This Agreement may be amended at any time only by a written instrument duly approved by the UNIVERSITY through its designated representatives and accepted by A.D., such approval and acceptance to be acknowledged in writing, and such

Agreement being subject to approval of the Board of Supervisors of the University of Louisiana System.

16. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

17. **Governing Laws and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana and venue and jurisdiction shall be exclusive to the 3rd Judicial District of Louisiana

18. **Board of Supervisors Approval.** A.D.'s employment and the terms of this Agreement are subject to approval of the Board of Supervisors for the University of Louisiana System.

19. **Notice Provision.** Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to A.D., any notice to the
UNIVERSITY shall be sent to:

Leslie K. Guice, President
Louisiana Tech University
P. O. Box 3168
Ruston, LA 71272

With copy to:
Lisa Bradley
Louisiana Tech University Foundation
P. O. Box 3183
Ruston, LA 71272

Bill Hogan
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to
A.D. shall be sent to:

Eric A. Wood

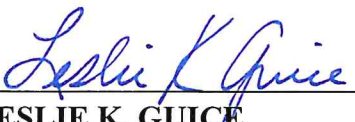
SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

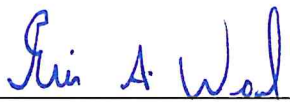
**CONTRACT OF EMPLOYMENT:
VICE PRESIDENT AND DIRECTOR OF ATHLETICS**

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment on the day, month and year first above written.

LOUISIANA TECH UNIVERSITY



LESLIE K. GUICE
PRESIDENT




ERIC A. WOOD
VICE PRESIDENT AND DIRECTOR
OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



BROOKS HULL
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT



BILL HOGAN
PRESIDENT, BOARD OF DIRECTORS

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

JAMES HENDERSON
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

December 3, 2020

Item G.2. **McNeese State University's** request for approval of a contractual agreement with Ms. Clerc Bertrand, Executive Director of the McNeese Athletic Foundation, effective November 16, 2020.

EXECUTIVE SUMMARY

In September 2020, McNeese State University and Learfield Communications LLC mutually agreed to terminate their contractual relationship and, as a result, McNeese can now pursue corporate sponsorships on its own and, therefore, maximize its revenue producing potential.

To provide for management of the athletic department's corporate sponsorships, McNeese has created the position of Executive Director of the McNeese Athletic Foundation, who will be a University employee. McNeese has selected Ms. Clerc Bertrand, a former Learfield employee, to fill this position. This position will include a written contract, which will begin on November 16, 2020 and end on June 30, 2022. The base salary is \$100,000, with additional incentive compensation as described below:

- If signed sponsorship contracts for the fiscal year exceed \$750,000, the Executive Director will receive \$5,000 in additional compensation for each increment of \$50,000 above \$750,000 until cumulative sponsorships reach \$1,000,000.
- If signed sponsorship contracts for the fiscal year exceed \$1,000,000, the Executive Director will receive \$7,500 in additional compensation for each increment of \$50,000 above \$1,000,000.

The \$100,000 base salary, associated employee benefits, and all incentive compensation will be funded by the McNeese Foundation. The payments will be transferred to the University and paid through the University's payroll system, but the University will not bear any of these costs.

The contract may be terminated for convenience by either party with 30 days' notice.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contractual agreement with Ms. Clerc Bertrand, Executive Director of the McNeese Athletic Foundation, effective November 16, 2020.



G.2.

November 10, 2020

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Ms. Clerc Bertrand as Executive Director of the McNeese Athletic Foundation effective November 16, 2020.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 3, 2020 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Attachments

McNEESE STATE UNIVERSITY
Executive Director of the McNeese Athletic Foundation

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, McNeese State University Foundation represented by Wade Rousse, and **Clerc Bertrand** (hereinafter referred to as "fundraiser"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 McNeese State University (the "University") does hereby employ FUNDRAISER as **Executive Director of the McNeese Athletic Foundation** and FUNDRAISER does hereby accept employment and agrees to perform all of the services pertaining to developing corporate sponsorships through the McNeese Athletic Foundation, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President for University Advancement.
- 1.2 FUNDRAISER shall be responsible, and shall report, directly to McNeese State University's Vice President (VP) for Advancement and shall confer with the VP's designee on all administrative and technical matters. FUNDRAISER shall also be under the general supervision of McNeese State University's President.
- 1.3 FUNDRAISER shall manage McNeese Athletic Foundation corporate sponsorships.
- 1.4 FUNDRAISER agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University.

2.0 Term

- 2.1 The term of this contract is for the period, commencing on the **16th day of November, 2020** and terminating without further notice to FUNDRAISER on the **30th day of June 2022** unless extended under the terms of this contract. After this initial contract, future contracts will be annual and commencing on July 1st and terminating on June 30th
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by FUNDRAISER, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants FUNDRAISER a claim to tenure in employment, nor shall FUNDRAISER'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This agreement may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of FUNDRAISER'S services and satisfactory performance of this contract, McNeese State University shall pay FUNDRAISER a **base annual salary** in the amount of **\$100,000**, payable on a monthly basis. The McNeese Foundation will reimburse the University the annual salary and the cost of all related employee benefits of the FUNDRAISER.
- 3.2 The University does not guarantee amounts due under this contract beyond the dates of the current contract.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, FUNDRAISER will not accrue Compensatory Leave and FUNDRAISER will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 FUNDRAISER may be eligible for cost of living or merit pay increases in addition to the stated base salary. Fund-raiser is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4.0 Incentive Compensation

- 4.1 The FUNDRAISER will be responsible to manage all current athletic corporate sponsorship accounts and events hosted by the McNeese Athletic Foundation. Once total annual sponsorships have exceeded \$750,000, the FUNDRAISER will be eligible for supplemental compensation. This compensation will be \$5,000 for every additional \$50,000 increase in corporate sponsorship. For example, if sponsorships surpass \$800,000, the FUNDRAISER will receive an additional \$5,000 of supplemental compensation. This will continue in \$50,000 increments up to \$1million in corporate sponsorships.
- 4.2 Once corporate sponsorships and McNeese Athletic Foundation revenue exceed \$1million, the FUNDRAISER will receive \$7,500 of supplemental compensation per \$50,000 increase. For example, if annual corporate sponsorships are \$1,051,000. The Fundraiser will receive supplemental income of \$32,500. That would be five (5) \$50,000 thresholds, which would bring total annual corporate sponsorships from \$750,000 to \$1million, and thus would result in \$25,000 FUNDRAISER supplemental compensation, and another \$7,500 to the FUNDRAISER for the initial \$50,000 bracket above \$1million.
- 4.3 The McNeese Foundation shall be solely responsible for supplemental compensation. The funds shall be transferred from the Foundation to the University and paid to the FUNDRAISER through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplemental compensation.

5.0 Employee Benefits

- 5.1 The FUNDRAISER shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon FUNDRAISER's base annual salary as provided by University. The McNeese Foundation shall reimburse University for all employee benefits.

6.0 Compliance with Local, State and Federal Laws

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

7.0 Termination

- 7.1 Either party may terminate this agreement for any reason prior to the expiration of this agreement by giving thirty (30) days written notice to the other party. Should University decide to terminate FUNDRAISER, prior to termination of FUNDRAISER, the University will obtain approval from the President of the University of Louisiana System. FUNDRAISER shall be entitled to any earned incentive compensation up to the point of termination under terms of that described in Section 4.0 of this agreement.

8.0 Severability

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

9.0 Force Majeure

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

10.0 Previous Agreements

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

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

WITNESSES:

Deb Kingrey

Deb Kingrey

Deb Kingrey

Clerc Bertrand Date 11/5/20

Clerc Bertrand
Executive Director of the McNeese Athletic Foundation

Wade Rousse Date 11/5/20

Wade Rousse, Executive Vice President
McNeese Foundation

[Signature] Date 11-5-20

Dr. Daryl V. Burckel, President
McNeese State University

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

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

ATHLETIC COMMITTEE

December 3, 2020

Item G.3. **Southeastern Louisiana University's** request for approval of a contract with Mr. Jeremy White, Head Women's Volleyball Coach, effective January 1, 2021.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 31, 2021, Coach's base annual salary is \$55,000. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250--Conference Coach of the Year
- \$150--Conference Co-Coach of the Year
- \$10,000--winning NCAA National Championship
- \$2,000--for NCAA Post Season or Conference Season Championship
- \$2,000--for each round advanced NCAA Tournament
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$250--Team average APR above 985
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the Contract without cause, the Coach shall be entitled to \$15,000 payable by the LAA. In the event Coach terminates the Contract to take another Division 1 head coaching job prior to completion of term, Coach will be liable to the University for \$15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position.

Either party may opt to terminate this contract in the event that University's athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the women's volleyball program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

The University and the LAA 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 Southeastern Louisiana University's request for approval of a contract with Mr. Jeremy White, Head Women's Volleyball Coach, effective January 1, 2021.

November 10, 2020

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

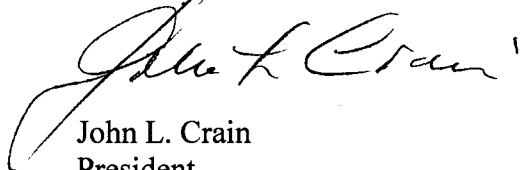
Re: Athletics Coach Contract

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contract be placed on the agenda for the December 2020 meeting of the Board of Supervisors.

- Head Women's Volleyball – Jeremy White

Sincerely,



John L. Crain
President

Attachment

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of December, 2020 between Southeastern Louisiana University through its President, Dr. John Crain and Jeremy White (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD WOMEN'S VOLLEYBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S VOLLEYBALL which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

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

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY's athletics program as the DIRECTOR may assign.

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

1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S VOLLEYBALL competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN'S VOLLEYBALL schedule.

1.6 COACH shall inform the DIRECTOR of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.7 COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component of his/her annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the DIRECTOR.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of January, 2021 and terminating without further notice to COACH on the 31st day of December, 2021 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$55,000 for the term of this agreement on a bi-weekly basis.



3.2 The COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

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

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year
- C. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- D. \$2,000- for each round advanced NCAA Tournament
- E. \$10,000 for winning the NCAA National Championship
- F. \$250.00- NCAA All American Athlete with GPA over 3.0
- G. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- H. \$250.00 Team average APR above 985

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

5.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

6.0 Camps and Clinics

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

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

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

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

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

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

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

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

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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President



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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

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

11.0 Coaching Staff

11.1 COACH shall have the authority to select unclassified WOMEN'S VOLLEYBALL personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

11.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH's staff activities.

12.0 Termination

12.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the UNIVERSITY terminates the Contract without cause, the COACH shall be entitled to \$15,000. The liquidated damages shall be due and payable in lump sum

within sixty (60) days of the date of termination payable from the Lion Athletics Association.

12.2 In the event that COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the COACH will be liable to pay the University \$15,000. COACH will be responsible for the base salary if he/she leaves for a conference school head coaching position. If COACH terminates this contract for any other reason, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

12.3 COACH may be terminated by the DIRECTOR for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1

(i) The team's multi-year APR falling below the NCAA minimum at any time during this contract.

(j) Any determined violation of Title IX of the Education Amendments of 1972.

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

12.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN'S VOLLEYBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

12.7 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon

11 Coach Initial:  Admin Initial: 

termination.

12.8 Any violation of this contract is grounds for dismissal with cause.

13.0 Fundraising

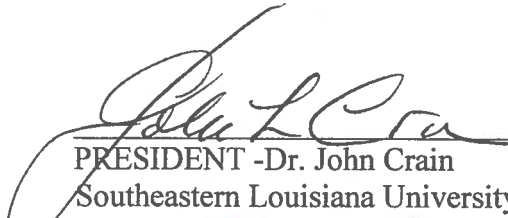
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year. Failing to meet fundraising goals each fiscal year set by the DIRECTOR may be cause for termination of this contract with cause.

14.0 Force Majeure

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

15.0 Severability

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

 11/8/20
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 11/4/20
Jay Artigues Date
DIRECTOR OF ATHLETICS

 11/4/2020
Jeremy White Date
HEAD WOMEN'S VOLLEYBALL COACH

 11/5/2020
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
HEAD WOMEN'S VOLLEYBALL COACH

AGREEMENT
HEAD WOMEN'S VOLLEYBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Jeremy White the University HEAD WOMEN'S VOLLEYBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN'S VOLLEYBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 12.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

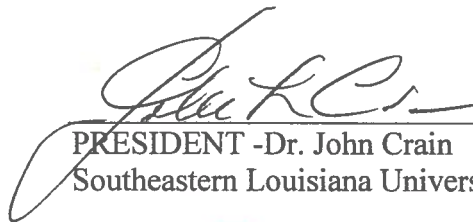
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN'S VOLLEYBALL Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head WOMEN'S VOLLEYBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.



Entered into this _____ day of _____, 20____.

 11/8/20

PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 11/4/20

Jay Artigues Date
ATHLETICS DIRECTOR

 11/4/20

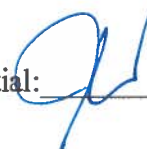
Jeremy White Date
HEAD WOMEN'S VOLLEYBALL COACH

 11/5/2020

Rita M. Bertolino Date
PRESIDENT
LION ATHLETICS ASSOCIATION

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

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





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

ATHLETIC COMMITTEE

December 3, 2020

Item G.4. **University of Louisiana at Lafayette's** request for approval of amended Contracts for Employment for various coaches.

EXECUTIVE SUMMARY

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

- Robby Discher, Assistant Football Coach/Special Teams Coordinator
 - Coach will forgo his cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - This amendment to Coach's Contract shall be effective July 1, 2020.
- Rory Segrest, Assistant Football Coach/Defensive Line Coach
 - Coach will forgo his cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - This amendment to Coach's Contract shall be effective July 1, 2020.
- Austin Armstrong, Assistant Football Coach/Inside Linebackers Coach
 - Coach will forgo his cell phone allowance of \$80 per month from July 1, 2020 – June 30, 2021.
 - This amendment to Coach's contract shall be effective July 1, 2020.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the amendments to the contracts of Robby Discher, Assistant Football Coach/Special Teams Coordinator; Rory Segrest, Assistant Football Coach/Defensive Line Coach; and Austin Armstrong, Assistant Football Coach/Inside Linebackers Coach, each effective as stated above.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G.4.a.

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

Université des Acadiens

November 10, 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 a first amendment contract agreement between the University of Louisiana at Lafayette and Mr. Robert Discher, Assistant Football Coach.

Please place this item on the agenda for the December 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 Savoie". The signature is stylized with a large loop and a cross at the end.

E. Joseph Savoie
President

SVC

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective March 6, 2020 for Coach to be employed as University's Assistant Football Coach/Special Teams Coordinator for the Football Program under the terms and conditions set forth therein (the "Contract");

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

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

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

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

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

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

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

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

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

DocuSigned by:
Joe Savoie 11/4/2020
1405E1487C93461...

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

**Robert Discher,
Coach**

DocuSigned by:
Robert Discher 11/3/2020
77073405A9844EE...

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 11/4/2020
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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



November 10, 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 a first amendment contract agreement between the University of Louisiana at Lafayette and Mr. Rory Segrest, Assistant Football Coach.

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

Sincerely,

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

E. Joseph Savoie
President

SVC

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT ("First Amendment") is made and effective the 1st day of July, 2020 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and RORY SEGREST ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective March 1, 2020 for Coach to be employed as University's Assistant Football Coach/Defensive Line Coach for the Football Program under the terms and conditions set forth therein (the "Contract");

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

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

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

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

Additional Benefits. University shall provide to Coach an automobile allowance of Two Hundred Fifty Dollars and NO/100 (\$250.00) per month. Except for each month during the 2020-2021 fiscal year (i.e., July 1, 2020 – June 30, 2021), University shall also provide a cellular telephone allowance of Eighty and Dollars and NO/100 (\$80.00) per month.

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

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

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

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

DocuSigned by:
Joe Savoie 11/3/2020
1405E1487C93461...

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

**Rory Segrest,
Coach**

DocuSigned by:
Rory Segrest 11/1/2020
FA89FC234915460...

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 11/2/2020
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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



November 10, 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 a first amendment contract agreement between the University of Louisiana at Lafayette and Mr. Robert Austin Armstrong, Assistant Football Coach.

Please place this item on the agenda for the December 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 Savoie".

E. Joseph Savoie
President

svc

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective March 6, 2020 for Coach to be employed as University's Assistant Football Coach/Inside Linebackers Coach for the Football Program under the terms and conditions set forth therein (the "Contract");

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

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

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

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

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

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

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

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

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

DocuSigned by:
Joe Savoie 11/3/2020
1405E1487C93461...

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

**Robert Austin Armstrong,
Coach**

DocuSigned by:
Robert Austin Armstrong 10/29/2020
CAF8112B97974EF...

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 11/2/2020
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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