

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

**ATHLETIC COMMITTEE**

**August 26, 2021**

**Item H.16.**     **University of Louisiana at Monroe's** request for approval of a contract with Ms. Molly Fichtner, Head Women's Softball Coach, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under the proposed agreement effective through June 30, 2024, Coach's annual salary is \$65,000. Coach will be eligible to receive a \$2,000 annual salary adjustment for finishing with a "winning record" in regular season conference competition. The ULM Athletic Foundation (ULMAF) through its athletic funds may pay Coach annually as follows, during the period of this agreement for Coach's role as a fundraiser for ULM Athletics and ULM Women's Softball program:

- \$10,000 – July 1, 2021 through June 30, 2022
- \$17,500 – July 1, 2022 through June 30, 2023
- \$25,000 – July 1, 2023 through June 30, 2024

The agreement also stipulates that the ULMAF may pay athletics competition incentives based on certain specified achievements, as follows:

- \$5,000 if the team wins either the Sun Belt Conference regular season championship or the Sun Belt Conference Softball Tournament;
- \$5,000 if the team qualifies for the NCAA Division I Women's Softball Tournament;
- \$5,000 if the team qualifies for the NCAA Division I Women's Softball Super Regionals;
- \$10,000 if the team qualifies for the NCAA Division I Women's College World Series;
- \$15,000 if the team wins the NCAA Division I Women's College World Series;
- \$5,000 for being named Conference Coach of the Year;
- \$1,000 if the team's annual APR is greater than 950;
- \$1,000 if team makes appearance at the Sun Belt Conference Tournament;

- \$1,500 if the team's cumulative GPA is 3.0+ for the academic year (fall and spring combined).

These incentives will only be awarded if the team is not subject to APR penalties that result in loss of scholarships at the time the incentives are reached.

If the University terminates the agreement without cause, then Coach is entitled to the remaining base salary that Coach would have earned from the University during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less; or reassign Coach to another suitable position at the University for the remainder of the current fiscal year in lieu of the payout described in this paragraph. Should Coach secure employment, the liquidated damages described in this agreement shall be reduced by the amount of income received by Coach from such employment.

If Coach terminates the contract to become a head softball coach elsewhere, Coach would be liable to the University for liquidated damages in an amount equivalent to the remaining base salary that Coach would have earned from the University during the current fiscal year, or a sum equivalent to six months of base salary, whichever is less.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a contract with Ms. Molly Fichtner, Head Women's Softball Coach, effective July 1, 2021.***



## Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209-3000

P 318.342.1010 | F 318.342.1019 | ulm.edu

H.16.

August 3, 2021

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract for Ms. Molly Fichtner, Head Softball Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

Ronald L. Berry, D.B.A.  
President

#TAKEFLIGHT

**CONTRACT OF EMPLOYMENT  
HEAD SOFTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF OUACHITA**

This agreement is made and entered into effective as of the 1<sup>st</sup> day of July, 2021 between the **University of Louisiana at Monroe** (hereinafter referred to as “UNIVERSITY”) and through its President, and **Molly Fichtner** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “Board”), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. ULM Athletic Foundation (hereinafter referred to as “FOUNDATION”) joins this agreement consenting to the obligations incurred by FOUNDATION.

**1.0 Employment**

1.1 The University does hereby employ COACH as Head Softball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to the softball program, which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and Athletic Director. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for *causal termination* by the UNIVERSITY as set forth in section 11.2 of this contract.



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

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

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

## **2.0 Term**

2.1 The term of this agreement is for a fixed period commencing on July 1, 2021, and terminating without further notice to COACH on June 30, 2024, unless sooner terminated or extended under the terms of this agreement.

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

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

## **3.0 Compensation**

### **3.1 UNIVERSITY Base Salary**

3.1.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$65,000 for the term of this agreement, payable on a bi-weekly basis.

3.1.2 COACH may be eligible for cost of living or merit pay increases from the University in addition to the stated UNIVERSITY base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.1.3 COACH will be eligible to receive a \$2,000 annual salary adjustment for finishing with a “winning record” in regular season conference competition. The term “winning record” means more games won than lost during regular season conference competition.

3.1.4 The University does not guarantee amounts due from the University under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 of this contract.

### 3.2 FOUNDATION Compensation

3.2.1 The Foundation through its athletic funds may pay COACH annually as follows, to be paid in equal monthly payments during the period of this agreement for COACH’S role as a fundraiser for ULM Athletics and ULM Women’s Softball program.

- \$10,000 -- July 1, 2021 through June 30, 2022
- \$17,500 – July 1, 2022 through June 30, 2023
- \$25,000 – July 1, 2023 through June 30, 2024

3.2.2 COACH accepts her role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in her capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH 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 COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate information return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

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

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

#### **4.0 Employee Benefits**

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

4.2 COACH shall receive a monthly cell phone allowance of \$45 to be paid by UNIVERSITY and included on the COACH's payroll check.

4.3 COACH may receive a courtesy/leased vehicle if an arrangement can be made by the FOUNDATION 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. Should a courtesy/vehicle arrangement not be available with a local dealership, COACH will receive a monthly vehicle allowance of \$300 to be paid by the FOUNDATION.

4.4 COACH shall receive eight (8) complimentary tickets to ULM intercollegiate athletic home games.

4.5 COACH shall receive a club membership at Bayou DeSiard County Club. The monthly membership fee will be provided by the FOUNDATION.

#### 5.0 Performance Incentives

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

- (a) \$5,000 if the team wins (or ties) either the Sun Belt Conference regular season championship or the Sun Belt Conference Softball Tournament
- (b) \$5,000 if the team qualifies for the NCAA Division I Women's Softball Tournament
- (c) \$5,000 if the team qualifies for the NCAA Division I Women's Softball Super Regionals.
- (d) \$10,000 if the team qualifies for the NCAA Division I Women's College World Series.
- (e) \$15,000 if the team wins the NCAA Division I Women's College World Series
- (f) \$5,000 for being named Conference Coach of the Year
- (g) \$1,000 if the team's annual APR is greater than 950

- (h) \$1,000 if team makes appearance at the Sun Belt Conference Tournament
- (i) \$1,500 if the team's cumulative GPA is 3.0+ for the academic year (fall and spring combined)

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

5.3 Any incentive provided in this Section 5.0, if achieved, will only be awarded if the team is not subject to APR penalties which result in loss of scholarships at the time the incentives are reached.

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

## **6.0 Camps and Clinics**

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for COACH's self in COACH's private capacity and not as an agent or employee of the

UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to UNIVERSITY camp policies/procedures and the conditions hereafter stated.

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

UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

## **7.0 Apparel, Equipment Endorsements**

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

## **8.0 Outside Income and /or Benefits**

8.1 COACH shall report annually in writing to UNIVERSITY President by July 1, all athletically-related income or benefits COACH receives from a source outside the University (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities, etc.) must report such earnings [other than cash or cash equivalent (as opposed to tangible items) if the total amount received is \$600 or less]. (see NCAA Bylaw 11.2.2 and 11.3.2.1.1). All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of COACH's University employment; UNIVERSITY shall have no responsibility for any claims arising therefrom.

## **9.0 Compliance with Law, Policy and Regulations**

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. COACH understands, acknowledges, and agrees that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). COACH hereby stipulates that if

COACH is found to be in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment.

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

9.3 Title IX and Sexual Misconduct Policy Reporting and Compliance: COACH shall promptly report to UNIVERSITY'S Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, dating violence, 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 and/or UNIVERSITY'S or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The UNIVERSITY may terminate this CONTRACT *for cause* pursuant to the for-cause-termination provisions of this CONTRACT for any determined violation by COACH for failure to report a Known Violation of: (1) Title IX of the Education Amendments of 1972; (2) UNIVERSITY'S Sexual Misconduct Policy; or (3) the University of Louisiana System's Sexual Misconduct Policy.

#### 10.0 Softball Staff



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

10.2 Salary Pool. Effective July 1, 2021, UNIVERSITY will allocate \$8,000 to the Softball program salary pool to be distributed by COACH to Softball personnel at COACH'S discretion. The term Softball personnel does not include COACH. Beginning with the next fiscal year and each fiscal year thereafter during the term of this contract, subject to the availability of funding to UNIVERSITY, the Softball program salary budget will be increased by \$8,000 over the previous fiscal year amount for use by COACH to distribute to COACH and/or among the assistant coaches as COACH deems appropriate, except that any allocation of such funds to COACH is subject to approval by the UNIVERSITY Athletic Director. UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current year of performance and nothing herein serves to create any rights or entitlements to a salary increase(s) for any UNIVERSITY personnel, including COACH.

## **11.0 Termination**

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

11.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; being found in violation of NCAA regulations, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions

of paragraph 1.1 herein above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Softball Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings COACH into substantial public disrepute, contempt, scandal, or ridicule sufficient to materially impair COACH's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY; (iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletics Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or (v) any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Sub-clause 9.3 of this contract. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for *just cause*. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

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

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

11.5 In the event COACH terminates the Contract to become a head softball coach

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

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

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

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

## **12.0 Severability**

If any provision of the Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the

offending provision or to alter the bounds thereof in order to render it valid and enforceable.

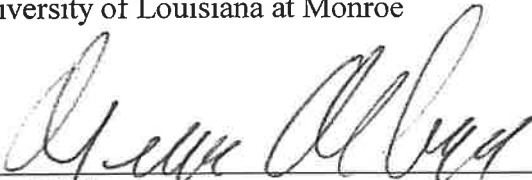
### **13.0 Force Majeure**


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

### **14.0 Entire Agreement**

This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, letters of appointment, and/or memoranda of understanding.

  
\_\_\_\_\_  
Ron Berry  
President  
University of Louisiana at Monroe

  
\_\_\_\_\_  
Mike McGee  
President  
ULM Athletic Foundation

  
\_\_\_\_\_  
Molly Fichtner  
Head Softball Coach

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Dr. Jim Henderson  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**August 26, 2021**

**Item H.17.**     **University of Louisiana at Monroe's** request for approval of an amended contract with Mr. Michael Anthony Federico, Head Men's Baseball Coach, effective July 1, 2021.

**EXECUTIVE SUMMARY**

The University is requesting to amend the termination date for this contract from June 30, 2021 to June 30, 2024. Other changes include addition of language for compliance with the NCAA and addition of language related to Title IX and Sexual Misconduct Policy Reporting and Compliance.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,*** *that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of an amended contract with Mr. Michael Anthony Federico, Head Men's Baseball Coach, effective July 1, 2021.*



## Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209-3000

P 318.342.1010 | F 318.342.1019 | ulm.edu

H.17.

August 3, 2021

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the extension and amendment agreement for Mr. Michael Anthony Federico, Head Baseball Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

Ronald L. Berry, D.B.A.  
President

---

**#TAKEFLIGHT**



CONTRACT OF EMPLOYMENT  
EXTENSION AND AMENDMENT AGREEMENT  
HEAD BASEBALL COACH

STATE OF LOUISIANA

PARISH OF OUACHITA

This Contract of Employment Extension and Amendment Agreement, ("Agreement") is made and entered into on this 1<sup>st</sup> day of July, 2021 (herein "Effective Date"), between **University of Louisiana at Monroe**, through its President (herein referred to as the "ULM" or "UNIVERSITY"), and **Michael Anthony Federico** (herein referred to as "COACH"), (collectively, the "Parties"). This Agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for the UNIVERSITY (hereinafter referred to as "BOARD"), and therefore the terms and conditions set forth in this Agreement should not be considered a valid contract until approval is provided by the Board.

**WHEREAS** the Parties entered into a Contract of Employment effective as of July 27, 2017 (herein referred to as the "Original Contract" and incorporated herein by reference as if fully attached hereto), and

**WHEREAS** the Parties agree to extend the term of the Original Contract, as well as amend and/or add certain terms and conditions as follows:

1. Subsection 2.1 of Section 2.0 (contract term) is amended to extend the contract term through June 30, 2024, unless sooner terminated or further extended under the terms and conditions of the Original Contract.
2. Section 8.0 (Outside Income-Subject to Compliance with Board Rules) is amended to add the following new sentence at the end of the last sentence in Section 8.0:

COACH shall report annually in writing to UNIVERSITY President by July 1, all athletically-related income or benefits COACH receives from a source outside the University (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities, etc.)

must report such earnings [other than cash or cash equivalent (as opposed to tangible items) if the total amount received is \$600 or less]. (*see* NCAA Bylaw 11.2.2 and 11.3.2.1.1).

3. Section 9.0 (Compliance with NCAA, Conference and UNIVERSITY Rules) is amended to DELETE and REPLACE subsection 9.1 to read as follows:

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

4. Section 9.0 (Compliance with NCAA, Conference and UNIVERSITY Rules) is amended to add a new subsection reflecting the following terms and conditions as of the Effective Date of this Agreement:

9.4 Title IX and Sexual Misconduct Policy Reporting and Compliance: COACH shall promptly report to UNIVERSITY'S Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, dating violence, 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 and/or UNIVERSITY'S or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The UNIVERSITY may terminate this CONTRACT *for cause* pursuant to the for-cause-termination provisions of this CONTRACT for any determined violation by COACH for failure to report a Known Violation of: (1) Title IX of the Education Amendments of 1972; (2) UNIVERSITY'S Sexual Misconduct Policy; or (3) the University of Louisiana System's Sexual Misconduct Policy.

5. Subsection 11.2 of Section 11.0 (for-cause termination) is amended to add additional items of misconduct as *for-cause* grounds for contract termination as of the Effective Date of this Agreement. At the end of the second sentence after item (iii), the following is added:

(iv) constitutes failure by COACH to report to a university administrator (direct supervisor or Athletic Director) in a timely manner (within 24 hours of becoming aware) any conduct known, observed, suspected by and/or reported to COACH that constitutes or may constitute a violation of NCAA regulations, conference rules, and the University's policies and procedures (including, but not limited to, those addressing anti-discrimination, harassment and retaliation); or

(v) constitutes any determined violation of Title IX of the Education Amendments of 1972 or failure to report a "known violation" as required in Subsection 9.4 of this Contract.

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

UNIVERSITY OF LOUISIANA MONROE

  
\_\_\_\_\_  
Ron Berry  
President

  
\_\_\_\_\_  
Michael Anthony Federico  
Head Baseball Coach

\*\*\*\*\*

Approved by the Board of Supervisors for the University of Louisiana System  
at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
James Henderson  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**August 26, 2021**

**Item H.18.**     **University of New Orleans'** request for approval of a contract with Ms. Amy Grabiec, Head Coach, Beach Volleyball, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2022, Coach will earn \$42,500 annually. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$3,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the beach volleyball program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the beach volleyball program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Regular Season Championship \$1,000
- Conference Tournament Championship \$1,500
- NCAA First Round & Any Subsequent Round Win \$1,000
- NCAA National Championship \$5,000
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$5,000.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Ms. Amy Grabiec, Head Coach, Beach Volleyball, effective July 1, 2021.***

**CONTRACT OF EMPLOYMENT  
HEAD COACH, BEACH VOLLEYBALL**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this 31 day of May 2021, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Amy Grabiec (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Beach Volleyball and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Athletics.

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

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

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

**2.0 Term**

2.1 The term of this agreement is for a fixed period of one (1) year, commencing on the 1<sup>st</sup> day of July, 2021, and terminating without further notice to COACH on the 30th day of June, 2022, unless extended under the terms of this agreement.

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

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

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$42,500, payable on a biweekly basis.

3.2 COACH shall have an assistant coach pool of \$15,000 for a period of appointment or graduate assistant.

3.3 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

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

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$3,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

#### **4.2.1 Academic Progress**

4.2.1.1 When the beach volleyball program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should the beach volleyball program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

#### **4.2.2 Athletic Success**



4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Regular Season Championship \$1,000
- Conference Tournament Championship \$1,500
- NCAA First Round & Any Subsequent Round Win \$1,000
- NCAA National Championship \$5,000

#### 4.2.3 Professional Recognition

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

### 5.0 Contracts for Broadcasts and/or Endorsements

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

### 6.0 Camps and Clinics

6.1 COACH will operate an instructional camp/clinic for the teaching of athletic pursuits for a minimum of 1 (one) week annually. COACH shall notify the Athletic Director or designee of his/her camp/clinic plan, including specific dates, budget, personnel, etc., annually by March 1 for summer camps/clinics and 90 days prior for academic year camps/clinics. The use of University facilities will be determined by the availability of those facilities as established by the Athletics Department and University policy.

COACH may operate camps/clinics at the University as either a University sponsored camp/clinic for the primary benefit of COACH's sport program or a private camp/clinic where COACH utilizes a legal structure. To execute a University sponsored camp/clinic, the following shall apply:

6.1.1 All revenues from Athletic Department camps/clinics will be deposited into COACH's program Foundation account. After all expenses are met, COACH may use the profits to supplement the head coach's pay (up to 20%), pay assistant coaches (30%) and/or supplement their sports program (remaining balance).

6.1.2 Athletics Department camps/clinics will not be assessed a facility fee or a per camper administration fee.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will be required to take leave while conducting Athletic Department camps/clinics.



6.1.4 Personal injury insurance will be paid from COACH's program Foundation account as a camp expense and approved by the University for camp/clinic participants.

6.1.5 Complete records will be maintained by Athletic Department personnel regarding income and expenditures and available for verification by University auditors.

6.1.6 All camp/clinic personnel will have to undergo a background check to be paid from COACH's program Foundation account as a camp/clinic expense.

6.2 If camps/clinics are operated as a private event, it is specifically agreed that in the operation of such camps/clinics, COACH acts for themselves in their private capacity and not as an agent or employee of the University. COACH shall create a legal structure (limited liability corporation, S-Corporation, etc.) and provide a copy of those documents to the Athletic Director or designee annually by March 1 for summer camps/clinics or 90 days prior for academic year camps/clinics. The University and the COACH shall enter an agreement that constitutes a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 The coordination of facility set-up will be the sole responsibility of COACH. Set-ups may incur a fee paid to the Athletic Department per the facility rental agreement.

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

6.1.2 Camps/clinics will be subject to the #NOLAsTEAM facility rental fee rate and assessed a \$5 per camper administration fee by the Athletics Department.

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

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

6.2.5 Annual leave must be requested to cover the dates of the camp/clinic operation for all coaches involved.

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

6.2.7 The COACH agrees to protect, indemnify and hold 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/clinic activities.

6.2.8 The COACH is an independent contractor during said camp/clinic activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University

employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

6.2.9 The University's name will not be in the name of the camp/clinic, except to describe the location of said camp/clinic. Restricted camp/clinic names are as follows:

- #NOLAsTEAM
- New Orleans Privateers
- UNO Privateers

6.2.10 All camp/clinic personnel will have to undergo a background check at the expense of the COACH.

6.3 The Director of Athletics or his/her designee will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps/clinics.

## **7.0 Employee Benefits**

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

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

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

8.2 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 Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

## **9.0 Apparel, Equipment Endorsements**

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director of Athletics. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is



responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

#### **10.0 Coaching Staff**

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

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

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

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

#### **12.0 Title IX Sexual Misconduct Policy Reporting and Compliance**

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University 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 and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

#### **13.0 Morality**

13.1 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; AND

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/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.

#### **14.0 Termination**

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

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

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

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

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$5,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All



compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

**15.0 Fundraising**

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

**16.0 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.

**17.0 Force Majeure**

No 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.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

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

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

**ATHLETIC COMMITTEE**

**August 26, 2021**

**Item H.19.**     **University of New Orleans'** request for approval of a contract with Ms. Ashley Preston, Head Coach, Volleyball, effective July 19, 2021.

**EXECUTIVE SUMMARY**

Under this agreement, through July 18, 2025, Coach will earn \$80,000 annually. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$6,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the volleyball program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$1,000 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the volleyball program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Regular Season Championship \$1,000
- Conference Tournament Championship \$1,500
- NCAA First Round & Any Subsequent Round Win \$1,000
- NCAA National Championship \$5,000
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$25,000.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Ms. Ashley Preston, Head Coach, Volleyball, effective July 19, 2021.***



**CONTRACT OF EMPLOYMENT  
HEAD COACH, VOLLEYBALL**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this 23 day of June 2021, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Ashley Preston (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Volleyball and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Athletics.

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

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

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

**2.0 Term**

2.1 The term of this agreement is for a fixed period of four (4) years, commencing on the 19<sup>th</sup> day of July, 2021, and terminating without further notice to COACH on the 18<sup>th</sup> day of July, 2025, unless extended under the terms of this agreement.

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

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

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$80,000, payable on a biweekly basis.

3.2 COACH shall have an assistant coach pool of \$55,000 for an assistant and graduate assistant.

3.3 COACH shall be eligible for yearly 2% increases as listed: 2022-23 (\$81,600), 2023-24 (\$83,232) and 2024-25 (\$84,897). COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

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

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$6,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

#### **4.2.1 Academic Progress**

4.2.1.1 When the volleyball program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$1,000 performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should the volleyball program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

#### **4.2.2 Athletic Success**



4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Regular Season Championship \$1,000
- Conference Tournament Championship \$1,500
- NCAA First Round & Any Subsequent Round Win \$1,000
- NCAA National Championship \$5,000

#### 4.2.3 Professional Recognition

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

### 5.0 Contracts for Broadcasts and/or Endorsements

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

### 6.0 Camps and Clinics

6.1 COACH will operate an instructional camp/clinic for the teaching of athletic pursuits for a minimum of 1 (one) week annually. COACH shall notify the Athletic Director or designee of his/her camp/clinic plan, including specific dates, budget, personnel, etc., annually by March 1 for summer camps/clinics and 90 days prior for academic year camps/clinics. The use of University facilities will be determined by the availability of those facilities as established by the Athletics Department and University policy.

COACH may operate camps/clinics at the University as either a University sponsored camp/clinic for the primary benefit of COACH's sport program or a private camp/clinic where COACH utilizes a legal structure. To execute a University sponsored camp/clinic, the following shall apply:

6.1.1 All revenues from Athletic Department camps/clinics will be deposited into COACH's program Foundation account. After all expenses are met, COACH may use the profits to supplement the head coach's pay (up to 20%), pay assistant coaches (30%) and/or supplement their sports program (remaining balance).

6.1.2 Athletics Department camps/clinics will not be assessed a facility fee or a per camper administration fee.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will be required to take leave while conducting Athletic Department camps/clinics.

6.1.4 Personal injury insurance will be paid from COACH's program Foundation account as a camp expense and approved by the University for camp/clinic participants.

6.1.5 Complete records will be maintained by Athletic Department personnel regarding income and expenditures and available for verification by University auditors.

6.1.6 All camp/clinic personnel will have to undergo a background check to be paid from COACH's program Foundation account as a camp/clinic expense.

6.2 If camps/clinics are operated as a private event, it is specifically agreed that in the operation of such camps/clinics, COACH acts for themselves in their private capacity and not as an agent or employee of the University. COACH shall create a legal structure (limited liability corporation, S-Corporation, etc.) and provide a copy of those documents to the Athletic Director or designee annually by March 1 for summer camps/clinics or 90 days prior for academic year camps/clinics. The University and the COACH shall enter an agreement that constitutes a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 The coordination of facility set-up will be the sole responsibility of COACH. Set-ups may incur a fee paid to the Athletic Department per the facility rental agreement.

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

6.1.2 Camps/clinics will be subject to the #NOLAsTEAM facility rental fee rate and assessed a \$5 per camper administration fee by the Athletics Department.

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

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

6.2.5 Annual leave must be requested to cover the dates of the camp/clinic operation for all coaches involved.

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

6.2.7 The COACH agrees to protect, indemnify and hold 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/clinic activities.

6.2.8 The COACH is an independent contractor during said camp/clinic activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an



educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

6.2.9 The University's name will not be in the name of the camp/clinic, except to describe the location of said camp/clinic. Restricted camp/clinic names are as follows:

- #NOLAsTEAM
- New Orleans Privateers
- UNO Privateers

6.2.10 All camp/clinic personnel will have to undergo a background check at the expense of the COACH.

6.3 The Director of Athletics or his/her designee will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps/clinics.

## **7.0 Employee Benefits**

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

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

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

8.2 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 Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

## **9.0 Apparel, Equipment Endorsements**

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

## **10.0 Coaching Staff**

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

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

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

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

## **12.0 Title IX Sexual Misconduct Policy Reporting and Compliance**

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University 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 and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

## **13.0 Morality**

13.1 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; AND

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/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.

## **14.0 Termination**

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.



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

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

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

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$25,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

## **15.0 Fundraising**

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

**16.0 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.

**17.0 Force Majeure**

No 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.

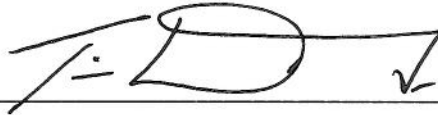




PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

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

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

**ATHLETIC COMMITTEE**

**August 26, 2021**

**Item H.20.**     **University of New Orleans'** request for approval of a contract with Mr. Jeff Lorio, Head Coach, Men's Golf, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2022, Coach will earn \$47,430 annually. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$3,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the men's golf program achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the golf program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Tournament Championship \$1,500
- NCAA First Round & Any Subsequent Round Win \$1,000
- NCAA National Championship \$5,000
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$5,000.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Jeff Lorio, Head Coach, Men's Golf, effective July 1, 2021.***

**CONTRACT OF EMPLOYMENT  
HEAD COACH, MEN'S GOLF**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this 31 day of May 2021, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Jeff Lorio (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's Golf and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Athletics.

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

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

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

**2.0 Term**

2.1 The term of this agreement is for a fixed period of one (1) year, commencing on the 1<sup>st</sup> day of July, 2021, and terminating without further notice to COACH on the 30th day of June, 2022, unless extended under the terms of this agreement.

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

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

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$47,430, payable on a biweekly basis.

3.2 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.3 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

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

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$3,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

#### **4.2.1 Academic Progress**

4.2.1.1 When the golf program achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should the golf program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

#### **4.2.2 Athletic Success**

4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Tournament Championship \$1,500
- NCAA First Round & Any Subsequent Round Win \$1,000



- NCAA National Championship \$5,000

#### 4.2.3 Professional Recognition

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

### 5.0 Contracts for Broadcasts and/or Endorsements

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

### 6.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7.0 Employee Benefits**

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

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

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have



no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

8.2 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 Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

## **9.0 Apparel, Equipment Endorsements**

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

## **10.0 Coaching Staff**

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

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

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

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

## **12.0 Title IX Sexual Misconduct Policy Reporting and Compliance**



12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University 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 and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

### **13.0 Morality**

13.1 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; AND

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/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.

### **14.0 Termination**

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

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

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding

supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

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

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$5,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

#### **15.0 Fundraising**

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

#### **16.0 Severability**

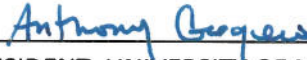
If any provision of this agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

#### **17.0 Force Majeure**

No 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.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

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

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

**ATHLETIC COMMITTEE**

**August 26, 2021**

**Item H.21.**     **University of New Orleans'** request for approval of a contract with Mr. Burzis Kanga, Head Men's and Women's Tennis Coach, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2023, Coach will earn \$76,277 annually. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$3,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the tennis program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the tennis program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Team Regular-Season Championship \$1,000
- Conference Team Tournament Championship (Men's or Women's) \$1,500
- NCAA First Round Singles or Doubles Winner \$500
- NCAA Second Round Singles or Doubles Winner \$1,000
- NCAA Singles or Doubles National Championship \$2,500
- ITA Singles or Doubles National Championship \$1,500
- NCAA Team Championship (MTE, WTE) \$5,000 and a one-year contract extension
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.



If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$10,000.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Burzis Kanga, Head Men's and Women's Tennis Coach, effective July 1, 2021.***

**CONTRACT OF EMPLOYMENT  
HEAD COACH, MEN'S & WOMEN'S TENNIS**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this \_\_\_ day of May 2021, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Burzis Kanga (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's & Women's Tennis and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Athletics.

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

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

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

**2.0 Term**

2.1 The term of this agreement is for a fixed period of two (2) years, commencing on the 1<sup>st</sup> day of July, 2021, and terminating without further notice to COACH on the 30th day of June, 2023, unless extended under the terms of this agreement.

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

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

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$76,277, payable on a biweekly basis.

3.2 COACH shall have a full time assistant coach pool of \$41,514 and a period of appointment (part time) assistant coach pool of \$15,000.

3.3 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

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

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$3,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

#### **4.2.1 Academic Progress**

4.2.1.1 When the tennis program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH and a \$250 performance incentive will be provided to each full time assistant coach. This is applicable to each year of the agreement. Should the tennis program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

#### **4.2.2 Athletic Success**



4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Team Regular-Season Championship \$1,000
- Conference Team Tournament Championship (Men's or Women's) \$1,500
- NCAA First Round Singles or Doubles Winner \$500
- NCAA Second Round Singles or Doubles Winner \$1,000
- NCAA Singles or Doubles National Championship \$2,500
- ITA Singles or Doubles National Championship \$1,500
- NCAA Team Championship (MTE, WTE) \$5,000 and a one year contract extension

4.2.2.2 Each full time assistant coach will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Team Regular-Season Championship \$500
- Conference Team Tournament Championship (Men's or Women's) \$750
- NCAA First Round Singles or Doubles Winner \$250
- NCAA Second Round Singles or Doubles Winner \$500
- NCAA Singles, Doubles National Championship \$1250
- ITA Singles or Doubles National Championship \$750
- NCAA Team Championship (Men's or Women's) \$2,500

#### 4.2.3 Professional Recognition

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

### 5.0 Contracts for Broadcasts and/or Endorsements

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

### 6.0 Camps and Clinics

6.1 COACH will operate an instructional camp/clinic for the teaching of athletic pursuits for a minimum of 1 (one) week annually. COACH shall notify the Athletic Director or designee of his/her camp/clinic plan, including specific dates, budget, personnel, etc., annually by March 1 for summer camps/clinics and 90 days prior for academic year camps/clinics. The use of University facilities will be determined by the availability of those facilities as established by the Athletics Department and University policy.



COACH may operate camps/clinics at the University as either a University sponsored camp/clinic for the primary benefit of COACH's sport program or a private camp/clinic where COACH utilizes a legal structure. To execute a University sponsored camp/clinic, the following shall apply:

6.1.1 All revenues from Athletic Department camps/clinics will be deposited into COACH's program Foundation account. After all expenses are met, COACH may use the profits to supplement the head coach's pay (up to 20%), pay assistant coaches (30%) and/or supplement their sports program (remaining balance).

6.1.2 Athletics Department camps/clinics will not be assessed a facility fee or a per camper administration fee.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will be required to take leave while conducting Athletic Department camps/clinics.

6.1.4 Personal injury insurance will be paid from COACH's program Foundation account as a camp expense and approved by the University for camp/clinic participants.

6.1.5 Complete records will be maintained by Athletic Department personnel regarding income and expenditures and available for verification by University auditors.

6.1.6 All camp/clinic personnel will have to undergo a background check to be paid from COACH's program Foundation account as a camp/clinic expense.

6.2 If camps/clinics are operated as a private event, it is specifically agreed that in the operation of such camps/clinics, COACH acts for themselves in their private capacity and not as an agent or employee of the University. COACH shall create a legal structure (limited liability corporation, S-Corporation, etc.) and provide a copy of those documents to the Athletic Director or designee annually by March 1 for summer camps/clinics or 90 days prior for academic year camps/clinics. The University and the COACH shall enter an agreement that constitutes a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 The coordination of facility set-up will be the sole responsibility of COACH. Set-ups may incur a fee paid to the Athletic Department per the facility rental agreement.

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

6.1.2 Camps/clinics will be subject to the #NOLAsTEAM facility rental fee rate and assessed a \$5 per camper administration fee by the Athletics Department.

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

6.2.4 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. Comprehensive General

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

6.2.5 Annual leave must be requested to cover the dates of the camp/clinic operation for all coaches involved.

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

6.2.7 The COACH agrees to protect, indemnify and hold 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/clinic activities.

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

6.2.9 The University's name will not be in the name of the camp/clinic, except to describe the location of said camp/clinic. Restricted camp/clinic names are as follows:

- #NOLAsTEAM
- New Orleans Privateers
- UNO Privateers

6.2.10 All camp/clinic personnel will have to undergo a background check at the expense of the COACH.

6.3 The Director of Athletics or his/her designee will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps/clinics.

## **7.0 Employee Benefits**

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

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

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



be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

8.2 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 Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

## **9.0 Apparel, Equipment Endorsements**

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

## **10.0 Coaching Staff**

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

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

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

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

## **12.0 Title IX Sexual Misconduct Policy Reporting and Compliance**

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University 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 and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

### **13.0 Morality**

13.1 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; AND

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/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.

### **14.0 Termination**

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

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

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due



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

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$10,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

#### **15.0 Fundraising**

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

#### **16.0 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.

#### **17.0 Force Majeure**

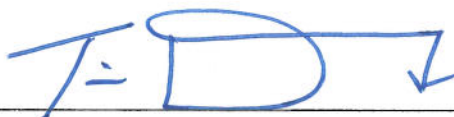
No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by 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.



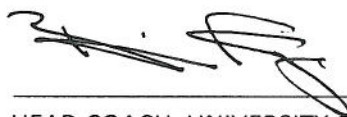
\_\_\_\_\_  
PRESIDENT, UNIVERSITY OF NEW ORLEANS



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



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



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

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

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

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

**ATHLETIC COMMITTEE**

**August 26, 2021**

**Item H.22.**     **University of New Orleans'** request for approval of a contract with Mr. Brian Johnson, Head Coach, Men's and Women's Track & Field/Cross Country, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2023, Coach will earn \$61,710 annually. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$6,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the track and field program achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the track and field program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- When the cross-country program achieves a one-year APR (Academic Progress Rate) score of 1000 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the cross-country program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Individual Championship (M/W Cross Country) \$500
- Conference Individual or Relay Championship (M/W Track) \$500
- Conference Team Championship (M/W Cross Country) \$2,000
- Conference Team Championship (M/W Track) \$1,000
- Four NCAA Regional Qualifiers (M/W Cross Country) \$150
  - Additional NCAA Regional Qualifiers beyond four \$100

- Four NCAA Regional Individual or Relay Qualifiers (M/W Track) \$150
  - Additional NCAA Regionals Qualifiers beyond four \$100
- NCAA Regional Top 6 Finisher (M/W Cross Country) \$500
- NCAA Regional Individual or Relay Top 6 Finisher (M/W Track) \$500
- NCAA National Individual Qualifiers (M/W Cross Country) \$500
- NCAA National Individual or Relay Qualifiers (M/W Track) \$500
- NCAA Individual Championship (M/W Cross Country) \$2,500
- NCAA Individual or Relay Championship (M/W Track) \$2,500
- NCAA Team Championship (M/W Cross Country or Track) \$5,000 and a one-year contract extension
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$10,000.

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

## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Brian Johnson, Head Coach, Men's and Women's Track & Field/Cross Country, effective July 1, 2021.***



**CONTRACT OF EMPLOYMENT  
HEAD COACH, MEN'S AND WOMEN'S TRACK & FIELD / CROSS COUNTRY**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

This agreement is made and entered into on this \_\_\_\_ day of May 2021, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Brian Johnson (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's and Women's Track & Field / Cross Country and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Athletics.

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

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

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

**2.0 Term**

2.1 The term of this agreement is for a fixed period of two (2) years, commencing on the 1<sup>st</sup> day of July, 2021, and terminating without further notice to COACH on the 30th day of June, 2023, unless extended under the terms of this agreement.

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

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

### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$61,710, payable on a biweekly basis.

3.2 COACH's fulltime assistant coaches shall be eligible for up to a 10% increase for each at approximately a \$7,200 increase.

3.3 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

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

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$6,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

#### **4.2.1 Academic Progress**

4.2.1.1 When the track and field program achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH, a \$500 incentive will be provided to the Associate Head Coach and a \$250 performance incentive will be provided to each full-time track and field assistant coach. This is applicable to each year of the agreement. Should the track and field program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.2.2 When the cross country program achieves a one-year APR (Academic Progress Rate) score of 1000 or greater in any academic year of this agreement



and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH, a \$250 incentive will be provided to the Associate Head Coach and a \$250 performance incentive will be provided to each full-time cross country assistant coach. This is applicable to each year of the agreement. Should the cross country program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

#### 4.2.2 Athletic Success

4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Individual Championship (M/W Cross Country) \$500
- Conference Individual or Relay Championship (M/W Track) \$500
- Conference Team Championship (M/W Cross Country) \$2,000
- Conference Team Championship (M/W Track) \$1,000
- Four NCAA Regional Qualifiers (M/W Cross Country) \$150
  - Additional NCAA Regional Qualifiers beyond four \$100
- Four NCAA Regional Individual or Relay Qualifiers (M/W Track) \$150
  - Additional NCAA Regionals Qualifiers beyond four \$100
- NCAA Regional Top 6 Finisher (M/W Cross Country) \$500
- NCAA Regional Individual or Relay Top 6 Finisher (M/W Track) \$500
- NCAA National Individual Qualifiers (M/W Cross Country) \$500
- NCAA National Individual or Relay Qualifiers (M/W Track) \$500
- NCAA Individual Championship (M/W Cross Country) \$2,500
- NCAA Individual or Relay Championship (M/W Track) \$2,500
- NCAA Team Championship (M/W Cross Country or Track) \$5,000 and a one year contract extension

4.2.2.2 The associate head coach will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Individual Championship (M/W Cross Country) \$500
- Conference Individual or Relay Championship (M/W Track) \$250
- Conference Team Championship (M/W Cross Country) \$2,000
- Conference Team Championship (M/W Track) \$750
- Four NCAA Regional Qualifiers (M/W Cross Country) \$150
  - Additional NCAA Regional Qualifiers beyond four \$100
- Four NCAA Regional Individual or Relay Qualifiers (M/W Track) \$150
- NCAA Regional Top 6 Finisher (M/W Cross Country) \$500
- NCAA Regional Individual or Relay Top 6 Finisher (M/W Track) \$250
- NCAA National Individual Qualifiers (M/W Cross Country) \$500
- NCAA National Individual or Relay Qualifiers (M/W Track) \$250
- NCAA Individual Championship (M/W Cross Country) \$2,500

- NCAA Individual or Relay Championship (M/W Track) \$1,000
- NCAA Team Championship (M/W Cross Country) \$5,000
- NCAA Team Championship (M/W Track) \$1,500

4.2.2.3 Each full time assistant coach will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Individual or Relay Championship (M/W Track) \$250
- Conference Team Championship (M/W Track) \$750
- Four NCAA Regional Individual or Relay Qualifiers (M/W Track) \$150
- NCAA Regional Individual or Relay Top 6 Finisher (M/W Track) \$250
- NCAA National Individual or Relay Qualifiers (M/W Track) \$250
- NCAA Individual or Relay Championship (M/W Track) \$1,000
- NCAA Team Championship (M/W Track) \$1,500

#### 4.2.3 Professional Recognition

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

### 5.0 Contracts for Broadcasts and/or Endorsements

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

### 6.0 Camps and Clinics

6.1 COACH will operate an instructional camp/clinic for the teaching of athletic pursuits for a minimum of 1 (one) week annually. COACH shall notify the Athletic Director or designee of his/her camp/clinic plan, including specific dates, budget, personnel, etc., annually by March 1 for summer camps/clinics and 90 days prior for academic year camps/clinics. The use of University facilities will be determined by the availability of those facilities as established by the Athletics Department and University policy.

COACH may operate camps/clinics at the University as either a University sponsored camp/clinic for the primary benefit of COACH's sport program or a private camp/clinic where COACH utilizes a legal structure. To execute a University sponsored camp/clinic, the following shall apply:

6.1.1 All revenues from Athletic Department camps/clinics will be deposited into COACH's program Foundation account. After all expenses are met, COACH may use the profits to supplement the head coach's pay (up to 20%), pay assistant coaches (30%) and/or supplement their sports program (remaining balance).

6.1.2 Athletics Department camps/clinics will not be assessed a facility fee or a per camper administration fee.



6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will be required to take leave while conducting Athletic Department camps/clinics.

6.1.4 Personal injury insurance will be paid from COACH's program Foundation account as a camp expense and approved by the University for camp/clinic participants.

6.1.5 Complete records will be maintained by Athletic Department personnel regarding income and expenditures and available for verification by University auditors.

6.1.6 All camp/clinic personnel will have to undergo a background check to be paid from COACH's program Foundation account as a camp/clinic expense.

6.2 If camps/clinics are operated as a private event, it is specifically agreed that in the operation of such camps/clinics, COACH acts for themselves in their private capacity and not as an agent or employee of the University. COACH shall create a legal structure (limited liability corporation, S-Corporation, etc.) and provide a copy of those documents to the Athletic Director or designee annually by March 1 for summer camps/clinics or 90 days prior for academic year camps/clinics. The University and the COACH shall enter an agreement that constitutes a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 The coordination of facility set-up will be the sole responsibility of COACH. Set-ups may incur a fee paid to the Athletic Department per the facility rental agreement.

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

6.1.2 Camps/clinics will be subject to the #NOLAsTEAM facility rental fee rate and assessed a \$5 per camper administration fee by the Athletics Department.

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

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

6.2.5 Annual leave must be requested to cover the dates of the camp/clinic operation for all coaches involved.

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

6.2.7 The COACH agrees to protect, indemnify and hold 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/clinic activities.

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

6.2.9 The University's name will not be in the name of the camp/clinic, except to describe the location of said camp/clinic. Restricted camp/clinic names are as follows:

- #NOLAsTEAM
- New Orleans Privateers
- UNO Privateers

6.2.10 All camp/clinic personnel will have to undergo a background check at the expense of the COACH.

6.3 The Director of Athletics or his/her designee will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps/clinics.

## **7.0 Employee Benefits**

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

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

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

8.2 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 Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

## **9.0 Apparel, Equipment Endorsements**

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

#### **10.0 Coaching Staff**

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

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

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

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

#### **12.0 Title IX Sexual Misconduct Policy Reporting and Compliance**

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University 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 and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

#### **13.0 Morality**

13.1 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; AND

13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In



public appearances, he/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.

#### **14.0 Termination**

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

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

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

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

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$10,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

**15.0 Fundraising**

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

**16.0 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.

**17.0 Force Majeure**

No 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.



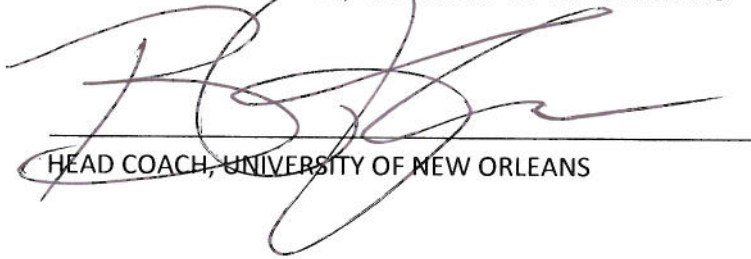
PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

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