

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

**ATHLETIC COMMITTEE**

**October 28, 2021**

**Item H.1.** Louisiana Tech University's request for approval of a contract with Mr. Michael Duffy Conroy, Assistant Men's Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2021.

**EXECUTIVE SUMMARY**

This agreement is for the period from July 1, 2021 through March 31, 2022. During this period, Coach will receive an annual base salary of \$135,000 from the University. The Louisiana Tech University Foundation shall pay Coach the sum of \$20,000 annually, to be made in equal monthly payments during the period of this agreement for his role in the Louisiana Tech Radio Network and for Coach's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men's Basketball.

Louisiana Tech University Foundation may pay, but is not required to pay, performance incentives to Coach as recommended and approved by the Head Men's Basketball Coach, the Director of Athletics, and the Foundation.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay Coach the amount of Guaranteed Compensation for the remainder of the term of the contract (defined as base salary and the radio and television component).

In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to 12 months of employment, the greater of all moving expenses paid or 5% of Coach's Guaranteed Compensation; or
- If prior to 60 days of Coach's hire date, 50% of Coach's base salary.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Michael Duffy Conroy, Assistant Men's Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2021.*



LOUISIANA TECH  
UNIVERSITY®

OFFICE OF THE PRESIDENT

October 1, 2021

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between Michael Duffy Conroy, Assistant Coach, Men's Basketball, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is July 1, 2021.

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

Once approved by the Board, please sign the last page of the contract indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Coach Conroy, the Louisiana Tech University Foundation, and Coach Conroy's attorney.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

enclosures

**CONTRACT OF EMPLOYMENT:  
ASSISTANT MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 27<sup>th</sup> day of August, 2021, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Les Guice, and **MICHAEL DUFFY CONROY** ("ASSISTANT COACH"). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT MEN'S BASKETBALL COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Basketball Coach ("HEAD COACH"). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **ASSISTANT MEN'S BASKETBALL COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences July 1, 2021, and ends March 31, 2022. This AGREEMENT shall be automatically renewable for a one-year term on April 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

- 4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One hundred, thirty-five thousand dollars (\$135,000.00) payable in biweekly installments through UNIVERSITY payroll.
- 4.2. Beginning July 1, 2021, FOUNDATION, through its athletic funds shall pay ASSISTANT COACH Twenty-thousand (\$20,000) payable in equal monthly installments of One thousand, six hundred, sixty-six dollars and sixty-six cents (\$1,666.66) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION.

#### **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home Basketball game for personal use.

#### **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Basketball Coach

and in the Head Basketball Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Basketball Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

7.2. ASSISTANT 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. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, 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, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

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

8.2 . ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the applicable 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 UNIVERSITY.

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



## **9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

**ASSISTANT 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 **ASSISTANT COACH** is aware of or has reasonable cause to believe is taking place or may have taken place.

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by **ASSISTANT 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.

## **10.0 Termination Without Cause**

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to **ASSISTANT COACH** for liquidated damages which shall include all amounts of Base

Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

10.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary with Base Salary calculated as the sum of the amounts in Section 4.1. and 4.2. for purposes of Article 10. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

10.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

10.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

10.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert

against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

10.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.7. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

## **11.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

11.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Basketball Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Basketball Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

11.2. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or Basketball Head Coach or deliberate and serious failure to comply with applicable Athletics Department policies and procedures; or

11.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

11.4. A serious or major violation or a pattern of violations of any Rules and Regulations, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent

supervision, of any such violation or pattern of violations, by any coaching staff or other person under ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

11.5. Failure by ASSISTANT COACH to report immediately to the Basketball Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

11.6. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

11.7. Any fraud or dishonesty of ASSISTANT COACH while performing the duties required by this AGREEMENT, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program; or

11.8. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

11.9. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations,

or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s); or

11.10. Conduct of the ASSISTANT COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude.

11.11. ASSISTANT COACH being charged or arrested for violation of a criminal statute or regulation, excluding minor traffic violations, provided that an arrest for DUI, DWI, or materially similar charges shall not be considered an arrest or charge for a minor traffic violation.

11.12. Engaging in a consensual sexual relationship with any individual over whom he exercises direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450).

11.13. Prolonged absence from duty without the consent of ASSISTANT COACH's reporting superior; or

11.14. Any cause adequate to sustain termination of any regular staff employee of UNIVERSITY, including but not limited to a violation of the Louisiana Code of Governmental

Ethics (Louisiana Tech Policy 1410), a harassment violation (Louisiana Tech Policy 1438), or a sexual harassment violation (Louisiana Tech Policy 1436).

### **12.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Basketball Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Basketball Assistant Coach. If this AGREEMENT is terminated pursuant to this section, UNIVERSITY and FOUNDATION shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

### **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY or FOUNDATION shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

13.2. In the event any dispute arises between the parties concerning this AGREEMENT, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this AGREEMENT, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

13.3. Prior to termination of ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

13.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration

of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

#### **14.0 Invalid Provisions**

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable. The unaffected provisions shall in any event remain enforceable.

#### **15.0 Notice Provision**

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

Unless hereinafter changed by written notice to ASSISTANT COACH, any notice to the UNIVERSITY shall be sent to:

Dr. Eric Wood  
Vice President and  
Director of Athletics  
Louisiana Tech University  
1650 West Alabama  
Ruston, LA 71272

With copy to:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272



Brooks Hull  
Louisiana Tech University  
Foundation, Inc.  
P.O. Box 3183  
Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to:

MICHAEL DUFFY CONROY

3308 English Turn

Ruston, LA 71270

**16.0 Merger Clause/No Oral Modification**

This AGREEMENT constitutes and expresses the entire agreement and understanding of the parties regarding any employment of ASSISTANT COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of this AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

**17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for

direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

**18.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

**19.0 Agreement Freely and Voluntarily Entered Into**

This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

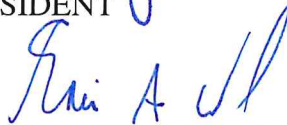
**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT MEN'S BASKETBALL COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**


  
\_\_\_\_\_  
By: **LESLIE K. GUICE**  
PRESIDENT

  
\_\_\_\_\_  
By: **DR. ERIC WOOD**  
VICE PRESIDENT AND  
DIRECTOR OF ATHLETICS

**MICHAEL DUFFY CONROY**

  
\_\_\_\_\_  
ASSISTANT COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
\_\_\_\_\_  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

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

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS

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

**ATHLETIC COMMITTEE**

**October 28, 2021**

**Item H.2.** Louisiana Tech University's request for approval of a contract with Mr. Joshua Taylor, Head Women's Softball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective June 7, 2021.

**EXECUTIVE SUMMARY**

This agreement is for the period from June 7, 2021, ending on the day of the last game of the 2026 season, including post-season play. Coach will receive an annual base salary of \$75,000 from the University.

The Louisiana Tech University Foundation will pay Coach for Coach's fundraising efforts and his role with the Louisiana Tech Radio Network as follows:

- 2022-2023 (Year 2): \$5,000 beginning July 1, 2022;
- 2023-2024 (Year 3): \$10,000 beginning July 1, 2023;
- 2024-2025 (Year 4): \$15,000 beginning July 1, 2024; and
- 2025-2026 (Year 5): \$20,000 beginning July 1, 2025.

The Louisiana Tech University Foundation will pay performance incentives to Coach as follows:

- \$5,000 for regular season conference title
- \$2,500 for conference coach of the year
- \$5,000 if team participates in NCAA Regional Tournament
- \$10,000 if team participates in NCAA Super Regional Tournament
- \$10,000 if team participates in NCAA World Series
- \$10,000 if team wins NCAA World Series
- \$1,000 if team's single year APR is above 985

The performance incentive payments by Foundation to Coach listed above are cumulative and shall not exceed \$43,500 in a single season.

If the University terminates this agreement without cause, the Foundation shall pay Coach 1/2 of the base annual salary and the radio and fundraising component for the remainder of the term of the contract.

If Coach terminates the contract without cause to accept employment as a softball coach at another Division I institution, he will be liable to the Foundation for 1/2 of the base annual salary and the radio and fundraising component for the remainder of the term of the contract.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Joshua Taylor, Head Women's Softball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective June 7, 2021.*



H.2.

LOUISIANA TECH  
UNIVERSITY®

OFFICE OF THE PRESIDENT

October 1, 2021

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between Joshua Taylor, Head Coach, Softball, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is June 7, 2021.

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

Once approved by the Board, please sign the last page of the contract indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Coach Taylor, the Louisiana Tech University Foundation, and Coach Taylor's attorney.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

enclosures

**CONTRACT OF EMPLOYMENT:  
SOFTBALL HEAD COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice, and Joshua Taylor (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 Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF SOFTBALL HEAD COACH**

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as softball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the softball program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics and shall confer with the Director of Athletics or the Director's designee on

all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the softball team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A softball head coach.

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

## **2.0 Term**

2.1 The term of this agreement is for a period commencing June 7, 2021, and ending on the day of and immediately after the last game of the 2026 season, including post-season play. For purposes of this agreement, each contract year, with the exception of the first and last contract year, shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of the following calendar year. The first contract year shall run from June 7, 2021 through June 30, 2022, and the last contract year shall begin on July 1<sup>st</sup> and end on the day of and immediately following the last game of the 2026 season, including post-season play.

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 does not grant 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 approval by the BOARD.



### **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$75,000 for the term of this agreement, payable on a monthly basis. For purposes of this paragraph, the base annual salary shall begin on July 1<sup>st</sup> of each year during the term and end on June 30<sup>th</sup> of the following calendar year, with one exception: the final year of contract term. For the final contract year, the base annual salary shall begin on July 1<sup>st</sup>, 2025, and end on the day of and immediately following the last game of the 2026 season, including post-season play.

3.2 Beginning at the start of the second contract year, FOUNDATION through its athletic funds shall pay COACH the following sum annually per contract year, to be made in equal monthly payments during the period of this agreement for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Softball:

- a. 2022-2023 (Year 2): \$5,000 beginning July 1<sup>st</sup>, 2022;
- b. 2023-2024 (Year 3): \$10,000 beginning July 1<sup>st</sup> 2023;
- c. 2024-2025 (Year 4): \$15,000 beginning July 1<sup>st</sup> 2024; and
- d. 2025-2026 (Year 5): \$20,000 beginning July 1<sup>st</sup> 2025.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made 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 to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Softball. 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 coaching duties.

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

#### **4.0 Employee Benefits**

UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1.

#### **5.0 Performance Incentives – Athletic Performance Goals**

5.1 In recognition of exemplary performance and the additional work that is required for post-season games 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 within sixty (60) days after the game or event to pay

to COACH the following supplemental payments:

a. Regular Season Conference Title: If the softball team wins the regular season conference title, COACH shall earn a supplemental payment for that season in the amount of \$5,000.00.

b. Conference Coach of the Year: COACH shall be entitled to a supplemental payment of \$2,500 if he is named the Conference Coach of the Year.

c. NCAA Regional Tournament: If the softball team participates in the NCAA Regional Tournament, COACH shall earn a supplemental payment for that season in the amount of \$5,000.00.

d. NCAA Super Regional Tournament: If the softball team participates in the NCAA Super Regional Tournament, COACH shall earn a supplemental payment for that season in the amount of \$10,000.00.

e. NCAA World Series: If the softball team participates in the NCAA World Series, COACH shall earn a supplemental payment for that season in the amount of \$10,000.00. Should the team win the NCAA World Series, in addition to the \$10,000.00 participation supplement, COACH will also receive a \$10,000.00 champion supplement.

f. Academic Achievement: For academic milestones met by his student athletes, COACH shall be entitled to a supplemental payment of \$1,000 if the team's single year APR is above 965.

5.2 The supplemental payments specified herein are cumulative. The maximum COACH may earn during each softball season under this provision is \$43,500.00. 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 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 informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.3 FOUNDATION may desire COACH to be involved in its fundraising efforts, including activities involving sponsor and donor cultivation and solicitation which coordinate with tournament play and season ticket sales (including special appearances at events and radio and television interviews) for which FOUNDATION will provide COACH the agreed upon supplemental payments listed in Paragraph 3.2. In that regard, COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of benefits under Paragraph 4.0 above. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

## **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 UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for

himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

#### **7.0 Shoe, Apparel, and/or Equipment Contracts**

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/ or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products

supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

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

8.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

8.2 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 softball camps and/or softball 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, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1<sup>st</sup>, the first such report not due until July 1, 2022, all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or

consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

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

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. 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). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See Bylaw 19), including but not limited to suspension without pay or termination of employment (See also 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 material violations of Conference and/or UNIVERSITY regulations.

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

9.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and/or to the best of his knowledge has never been the subject of an NCAA

investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

#### **10.0 Softball Staff**

COACH may make hiring decisions regarding assistant softball coaches in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the softball staff will be \$80,000, such staff consisting of two assistant coaches.

#### **11.0 Termination**

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH one half (1/2) of the Guaranteed Compensation for the remainder of the term of the contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein. These amounts shall be payable by the FOUNDATION on a monthly basis and solely through its athletic funds.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify A.D. of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment



for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

11.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on the day of the final game, including post-season play, of the 2026 season. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

a. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I softball head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I softball head coach, COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this Agreement; or

b. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures; or

c. A serious or major violation or a pattern of violations, whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

d. A serious or major violation or a pattern of violations of any Rules and Regulations,

whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under COACH's supervision and direction, including student-athletes in the program, which violation was known by COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

e. Failure by COACH to report immediately to the Athletic Director any violations of Rules or Regulations known by COACH; or

f. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

g. Any fraud or dishonesty of COACH while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program; or

h. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

i. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a

manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s); or

j. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude; or

k. COACH being charged or arrested for violation of a criminal statute or regulation, excluding minor traffic violations, provided that an arrest for DUI, DWI, or materially similar charges shall not be considered an arrest or charge for a minor traffic violation; or

l. Engaging in a consensual sexual relationship with any individual over whom he exercised direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450); or

m. Prolonged absence from duty without the consent of COACH's reporting superior; or

n. Any cause adequate to sustain termination of any regular staff employee of UNIVERSITY, including but not limited to a violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410), a harassment violation (Louisiana Tech Policy 1438), or a sexual harassment violation (Louisiana Tech Policy 1436).

11.3 In the event COACH terminates the contract without cause in order to accept

employment as a softball coach (or similar position) at another Division I institution, he will be liable to the FOUNDATION for one half (1/2) of the Guaranteed Compensation for the remainder of the term of the contract with such amount payable within two weeks of the date of termination. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein.

**11.4. Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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. 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.

**12.0 Automatic Termination Upon Death or Disability of Coach**

This agreement shall terminate automatically if COACH dies or becomes physically or

mentally disabled to such an extent that, in the judgement of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Softball Head Coach. If this agreement is terminated pursuant to this section, the University shall be relieved of all liabilities and/or obligations under this agreement as of the date of death or disability.

### **13.0 Termination – General Provisions**

13.1 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

13.2 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

13.3 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

13.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual

basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

#### **14.0 Invalid Provisions**

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

#### **15.0 Notice Provision**

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

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Dr. Eric Wood  
VP and Director of Athletics  
Louisiana Tech University  
1650 West Alabama  
Louisiana Tech University  
Ruston, LA 71272

With copy to:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

AND

Bill Hogan, President  
Louisiana Tech University  
Foundation  
P.O. Box 3183  
Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to:

Joshua Taylor  
1516 Bourdueax  
Ruston LA 71270

**16.0 Merger Clause/No Oral Modification**

This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

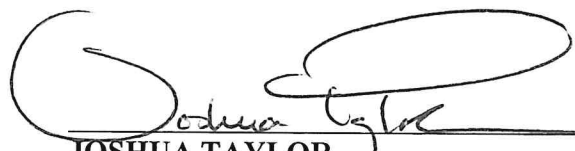
**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
SOFTBALL HEAD COACH**

**SIGNATURE PAGE**


**LOUISIANA TECH UNIVERSITY**

  
\_\_\_\_\_  
By: **LESLIE K. GUICE**  
PRESIDENT

  
\_\_\_\_\_  
**JOSHUA TAYLOR**  
SOFTBALL HEAD COACH

  
\_\_\_\_\_  
By: **DR. ERIC WOOD**  
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
\_\_\_\_\_  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT



**RE: LOUISIANA TECH UNIVERSITY  
CONTRACT OF EMPLOYMENT  
SOFTBALL HEAD COACH**

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

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Dr. Jim Henderson  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**October 28, 2021**

**Item H.3.** Louisiana Tech University's request for approval of a Revised Athletic Home Game Complimentary Ticket Policy, effective November 1, 2021.

**EXECUTIVE SUMMARY**

Louisiana Tech University had submitted a revision to its current policy, last revised on August 23, 2018. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address athletic events and other performance events on campus. Several changes are proposed, which results in the issuance of more complimentary tickets as follows:

- Women's Soccer, Softball, Baseball, & Volleyball: Home contests have been added to the ticket policy. These additions are incorporated under one header titled "Other Ticketed Sports" since the complimentary ticket values are the same for these sports.
- Volunteer Coaches: The number of tickets volunteer coaches can receive has been changed to two per NCAA rules. This change impacts soccer, softball, baseball, and volleyball.
- University Leadership Team: The University Vice President line item has been updated to include members of the University President's Leadership Team.
- Graduate Assistants: The number of tickets graduate assistants (football and otherwise) may receive has been changed to four.

The complimentary ticket policy generally reflects the number of tickets per person. The ultimate number of tickets issued will vary depending upon the number of persons applying for complimentary tickets.

Please refer to the attached summary describing the complimentary ticket list.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a Revised Athletic Home Game Complimentary Ticket Policy, effective November 1, 2021.*



H.3.

LOUISIANA TECH  
UNIVERSITY®

OFFICE OF THE PRESIDENT

October 1, 2021

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM:

In compliance with Chapter 5, Section IV.B. of the University of Louisiana System Board Rules, Louisiana Tech University is requesting your approval of a revised athletic ticket policy to be effective November 1, 2021. Updates to the existing policy include the following items:

- Women's Soccer, Softball, Baseball, & Volleyball: Soccer, softball, and volleyball home contests have been added to the ticket policy. These additions are incorporated under one header titled "Other Ticketed Sports" since the complimentary ticket values are the same for these sports.
- Volunteer Coaches: The number of tickets volunteer coaches can receive has been changed to two (2), per NCAA rules. This change impacts soccer, softball, baseball, and volleyball.
- University President Leadership Team: The University Vice President line item has been updated to include members of the University President's Leadership Team.
- Graduate Assistants: The number of tickets graduate assistants (football and otherwise) may receive has been changed to four (4).

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

Attachment

## **LOUISIANA TECH UNIVERSITY**

### **ATHLETIC TICKET POLICY**

**Effective November 1, 2021**

#### **Complimentary Ticket Distribution – Home Events**

##### **I. Athletics Department**

The following athletics department office/position, receive complimentary tickets due to their direct relationship to the Athletic Department. All tickets indicated in this category are tickets located within the stadium. When the individual leaves office the seats will revert to the office.

##### **II. Guests of the University**

The University Offices listed will be provided with complimentary tickets for distribution to distinguished guests of the University.

##### **III. Service Personnel**

The individuals or office listed will be provided with complimentary tickets for distribution to service personnel that work the event.

#### **Complimentary Ticket Distribution – Road Events**

##### **I. Athletics Department and University Officials**

The University Offices listed have the option to receive complimentary tickets for distribution to guests of the University or supporters of the University. If not used, they will be included in the group of tickets that are sold or returned to the host university.

##### **II. Athletics Department**

The Athletics Department may offer complimentary tickets to use for people who work in the Athletics Department, or have a direct relationship to the Athletics Department. This includes those who travel to work at the game, are guests of the Athletics Department, or provide services in the course of team travel. (Issued at the discretion of the Athletics Director.)

##### **III. Football Team**

Those receiving complimentary tickets in this category are members of the team or have a direct relationship to the football team.

#### **Complimentary Ticket Distribution – Post-Season**

##### **I. Athletics Department and University Officials**

University officials and those individuals who work for the Athletics Department, or have a direct relationship to the Athletics Department may receive complimentary tickets for post season activity.

|   | Football - Home | Football - Road | Basketball Home (M&W) | Other Ticketed Sports (Baseball, Softball, Soccer, & Volleyball) | Post Season |
|---|-----------------|-----------------|-----------------------|--|-------------|
| <b>Athletic Department:</b>   |                 |                 |                       |  |             |
| Athletic Director   | 6               | 6               | 6                     | 6  | 6           |
| Head Football Coach   | 12              | 8               |                       |  | 8           |
| Head Coach – Primary Sport  |                 |                 | 12                    | 12   | 8           |
| Football Assistant Coaches (10 Assistants)  | 60 (6 per)      | 40 (4 per)      |                       |  | 4           |
| Assistant Coaches - Primary Sport (each)  |                 |                 | 6                     | 6  | 4           |
| Volunteer Coaches- Only in their Sport  |                 |                 |                       | 2  |             |
| Strength Coaches (each)   | 4               | 4               | 4                     | 4  | 4           |
| Athletic Staff/Graduate Assistants/Interns (each)   | 4               | Per AD approval | 4                     | 4  | 4           |
| Athletic Trainers (each)  | 4               | 4               | 4                     | 4  | 4           |
| Football Full-Time Equipment Manager  | 4               | 4               | 4                     | 4  | 4           |
| Football Operations and Video   | 16 (4 per)      | 8 (2 per)       | 16 (4 per)            | --   | 16 (4 per)  |
| Football Graduate Assistants  | 4               | 4               | 4                     | 4  | 4           |
| Student Managers/Trainers - Sport specific (each)   | 2               | --              | 2                     | 2  | 2           |
| Louisiana Tech Student Athletes (Participating)   | NCAA Rules      | NCAA Rules      | NCAA Rules            | NCAA Rules   | NCAA Rules  |
| Visiting University   | Per Contract    | --              | Per Contract          | Per Contract   | --          |
| Visiting Participating Student Athletes   | NCAA Rules      | --              | NCAA Rules            | NCAA Rules   | --          |
| Recruits  | NCAA Rules      | --              | NCAA Rules            | NCAA Rules   | --          |
| Tech Marching Band Director   | 2               | --              | 2                     | 2  | --          |
| Courtesy Car Providers  | 75              | --              | 75                    | 75   | --          |
| High School/College-Preparatory School/ Two-Year College Coaches and Other Individuals Associated with PSAs | 2               | --              | 2                     | 2  | --          |
| Official Guests of Athletic Department  | 125             | 12              | 75                    | 25   |             |
| Athletic Development  | 75              |                 | 50                    | 50   | 20          |
| Charitable Organizations  | 100             |                 |                       |  |             |
| Sponsors  | Per Contract    |                 | Per Contract          | Per Contract   |             |
| <b>University Officials:</b>  |                 |                 |                       |  |             |
| President of the University   | 28              | 6               | 16                    | 6  |             |
| Members, Board of Supervisors (upon request)  | 2               | --              | 2                     | 2  | --          |
| Members, Board of Regents (upon request)  | 2               | --              | 2                     | 2  | --          |
| Members, University President Leadership Team   | 6               | --              | 6                     | 6  | --          |
| Former Tech President (upon request)  | 6               | --              | 4                     | 4  | --          |
| Athletic Council  | 2               | --              | 2                     | 2  | --          |
| <b>Service Personnel:</b>   |                 |                 |                       |  |             |
| Team Physician  | Per Contract    |                 | Per Contract          | Per Contract   |             |
| Employees required to work event  | 2               | --              | 2                     | 2  | --          |
| Police working event  | 24              | --              | 24                    | 24   | --          |
| Chain Gang  | 14              | --              | --                    | --   | --          |
| Custodial Crew  | 24              | --              | 24                    | 24   | --          |
| Officials   | 18              | --              | 6                     | 6  | --          |

**Promotional Tickets:** Up to 5% of the facility or event capacity to be determined by the Athletic Director. Each program will be identified and an accounting will be maintained.

**Discounted Tickets:** Special discount programs to be initiated by the Athletic Director to develop attendance for University Athletic events. Maximum tickets not to exceed 15% of facility or event capacity. Each discount program will be approved by the Athletic Director. For each approved program, an accounting will be maintained.

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

**ATHLETIC COMMITTEE**

**October 28, 2021**

**Item H.4.**     **Southeastern Louisiana University's** request for approval of a contract with Mr. Christopher McBride, Head Women's Soccer Coach, effective September 1, 2021.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through December 31, 2024, Coach's base annual salary is \$57,871. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$7,829 from the Lion Athletics Association for fundraising efforts and speaking engagements. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250--Conference Coach of the Year
- \$150--Conference Co-Coach of the Year
- \$10,000--winning NCAA National Championship
- \$2,000--for NCAA Post Season or Conference Season Championship
- \$2,000--for each round advanced NCAA Tournament
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$250--Team average APR above 980
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be funded solely by the LAA.

In the event Coach terminates the Contract without cause to become another head coach, Coach would be liable to the University for liquidated damages in the amount of \$20,000 if termination during first contract year; \$15,000 if during second contract year; and 10,000 if after conclusion of second contract year.

The University and the LAA each has an agreement with the Coach.

## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Christopher McBride, Head Women's Soccer Coach, effective September 1, 2021.*



October 7, 2021

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

Dear Dr. Henderson:

Re: Athletics Coach Contracts

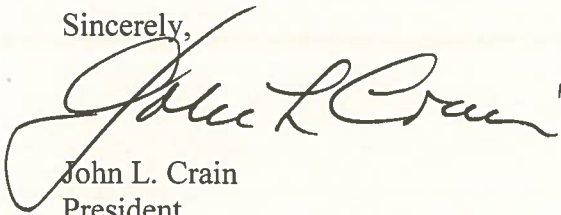
Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the October 2021 meeting of the Board of Supervisors:

- Head Women's Soccer Coach – Christopher McBride - X
- Associate Baseball Coach – Benjamin Andrew Gipson

Your consideration of these requests is appreciated.

Sincerely,



John L. Crain  
President

Attachments

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2021 between Southeastern Louisiana University through its President, Dr. John Crain and Christopher McBride (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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

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

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

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

1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S SOCCER

1 Coach Initial: CM Admin Initial: 

competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN'S SOCCER schedule.

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

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

## **2.0 Term**


2.1 The term of this agreement is, commencing on the 1st day of September, 2021 and terminating without further notice to COACH on the 31st day of December, 2024 unless extended under the terms of this agreement.

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

## **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$57,871 for the term of this agreement on a bi-weekly basis.

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

2 Coach Initial: CM Admin Initial: 

3.3 The COACH will also be paid an additional \$ 7,829 from the General Fund within the Lion Athletics Association (“LAA”) for the COACH’s LAA fund raising and speaking engagements as assigned by the Athletic Director.

3.4 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 13.

#### 4.0 Incentive Compensation

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

The potential earned salary supplements are:

- A., \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year
- C. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- D. \$2,000- for each round advanced NCAA Tournament
- E. \$10,000 for winning the NCAA National Championship
- F. \$250.00- NCAA All American Athlete with GPA over 3.0
- G. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- H. \$250.00 Team average APR above 980
- I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team

competition.


## 5.0 Contracts for broadcast and/or telecast

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

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

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

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

4 Coach Initial: CM Admin Initial: 

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

- (f) The COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.

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

## 6.0 Camps and Clinics

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

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

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
- (b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (d) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
  - 1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers

5 Coach Initial: CM Admin Initial: 

Liability coverage if COACH hires any employees to work at such camps or clinics.

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

## 7.0 Employee Benefits

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

### 7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.
  - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this

agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.

- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

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

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

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

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).



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

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

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

11.1 COACH shall promptly report to the 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, 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.

11.2 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:

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

### **12.0 Coaching Staff**

12.1 COACH shall have the authority to select unclassified WOMEN'S SOCCER personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for

the University of Louisiana System.

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

### 13.0 Termination

13.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in section 2.1. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining portion of money owed to COACH as outlined in Section 3.3.

13.2 In the event that COACH terminates the contract to take another head coach position, the COACH will owe the University the following:

- Termination during first contract year: \$20,000.
- Termination during second contract year: \$15,000.
- Termination after the conclusion of the second contract year: \$10,000.

Payment shall be due one hundred twenty (120) days following notice of termination.

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence.
- (e) Violation or gross disregard of state or federal laws.
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the contract.
- (j) Any determined violation of Title IX of the Education Amendments of 1972.

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

13.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics

program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.


13.6 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN'S SOCCER program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

#### **14.0 Fundraising**

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

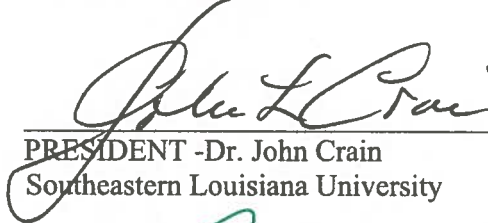
12 Coach Initial: CM Admin Initial: 

**15.0 Force Majeure**

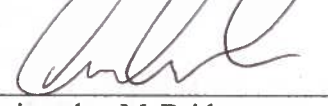
Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, 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.

**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.

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain    Date  
Southeastern Louisiana University


  
\_\_\_\_\_  
Jay Artigues    Date  
DIRECTOR OF ATHLETICS

  
\_\_\_\_\_  
Christopher McBride    Date  
HEAD WOMEN'S SOCCER COACH

  
\_\_\_\_\_  
PRESIDENT    Date  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

13 Coach Initial: \_\_\_\_\_ Admin Initial: 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD WOMEN'S SOCCER COACH

AGREEMENT  
HEAD WOMEN'S SOCCER COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Christopher McBride the University HEAD WOMEN'S SOCCER COACH.

1.


The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN'S SOCCER coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 13.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN'S SOCCER Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

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


14 Coach Initial: CM - Admin Initial: 

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain                      Date 10/6/21  
Southeastern Louisiana University


  
\_\_\_\_\_  
Jay Artigues    Date 10/1/21  
ATHLETICS DIRECTOR

  
\_\_\_\_\_  
Christopher McBride                              Date 10/4/21  
HEAD WOMEN'S SOCCER COACH

  
\_\_\_\_\_  
PRESIDENT    Date  
LION ATHLETICS ASSOCIATION

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

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

15 Coach Initial: CM Admin Initial: 

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

**ATHLETIC COMMITTEE**

**October 28, 2021**

**Item H.5.**     **Southeastern Louisiana University's** request for approval of a contract with Mr. Benjamin Gipson, Associate Men's Baseball Coach, effective September 1, 2021.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2022, Coach's base annual salary is \$30,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$28,000 from the Lion Athletics Association for fundraising efforts and speaking engagements.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period.

The University and the Lion Athletics Association each has an agreement with the Coach.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Benjamin Gipson, Associate Men's Baseball Coach, effective September 1, 2021.*



October 7, 2021

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

Dear Dr. Henderson:

Re: Athletics Coach Contracts

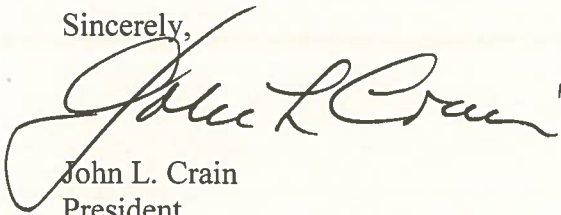
Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the October 2021 meeting of the Board of Supervisors:

- Head Women's Soccer Coach – Christopher McBride
- Associate Baseball Coach – Benjamin Andrew Gipson - X

Your consideration of these requests is appreciated.

Sincerely,



John L. Crain  
President

Attachments

**CONTRACT OF EMPLOYMENT  
ASSOCIATE BASEBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2021 between Southeastern Louisiana University through its President, Dr. John Crain and Benjamin Andrew Gipson (hereinafter referred to as "ASSOCIATE COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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

1.2 ASSOCIATE COACH shall be responsible, and shall report, directly to the HEAD BASEBALL COACH or the HEAD BASEBALL COACH's designee on all administrative and technical matters. ASSOCIATE COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

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

1 Coach Initial: AG Admin Initial: [Signature]

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

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

**2.0 Term**

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of September, 2021 and terminating without further notice to ASSOCIATE 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 the UNIVERSITY and an acceptance by ASSOCIATE COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSOCIATE COACH a claim to tenure in employment, nor shall ASSOCIATE COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

**3.0 Compensation**

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of \$30,000 for the term of this agreement on a bi-weekly basis.

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

in the unclassified staff service.

3.3 The ASSOCIATE COACH will be paid an additional annual amount of \$28,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.

3.4 The ASSOCIATE COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 8.

#### 4.0 Employee Benefits

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

#### 4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSOCIATE COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSOCIATE COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSOCIATE COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSOCIATE COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSOCIATE COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSOCIATE COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSOCIATE COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

**5.0 Outside Income-Subject to Compliance with Board Rules**

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

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSOCIATE COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSOCIATE COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

**6.0 Compliance with NCAA, Conference and University Rules**

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

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

6.3 ASSOCIATE 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.

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

**7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

7.1 ASSOCIATE COACH shall promptly report to the 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, 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 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 ASSOCIATE COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

**8.0 Termination**

8.1 The HEAD BASEBALL COACH may recommend termination of ASSOCIATE COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSOCIATE COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified

in Section 2.1. If the University chooses to terminate the ASSOCIATE COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSOCIATE COACH as outlined in Section 3.1, Section 3.2 and Section 3.3 from the date of termination to the end of the fiscal year in which the ASSOCIATE COACH is terminated.
- (b) The remaining portion of money owed to ASSOCIATE COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSOCIATE COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSOCIATE COACH as outlined in Section 3.3.

8.2 ASSOCIATE COACH may be terminated by the HEAD BASEBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging



employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.

- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

8.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSOCIATE 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.

8.4 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

8.5 This contract may be terminated at any time should the UNIVERSITY discontinue the BASEBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such



termination, ASSOCIATE COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

8.6 ASSOCIATE 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, ASSOCIATE COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

**9.0 Force Majeure**

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

**10.0 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.

John Crain 10/6/21  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

Jay Artigues 9/30/21  
Date  
DIRECTOR OF ATHLETICS

Benjamin Andrew Gipson 10/4/21  
Date  
ASSOCIATE COACH- MEN'S BASEBALL

Wagner  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSOCIATE BASEBALL COACH

AGREEMENT  
ASSOCIATE BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Benjamin Andrew Gipson, the University ASSOCIATE BASEBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSOCIATE BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSOCIATE COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSOCIATE COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSOCIATE BASEBALL Coach in the amount as per paragraph 3.0 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

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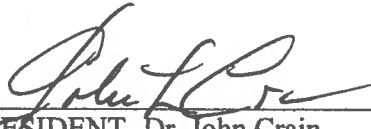
Coach Initial:




Admin Initial:



Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
\_\_\_\_\_  
PRESIDENT -Dr. John Crain      Date 10/6/21  
Southeastern Louisiana University

  
\_\_\_\_\_  
Jay Artigues      Date 9/30/21  
ATHLETICS DIRECTOR

  
\_\_\_\_\_  
Benjamin Andrew Gipson      Date 10/4/21  
ASSOCIATE COACH- MEN'S BASEBALL

  
\_\_\_\_\_  
PRESIDENT      Date  
LION ATHLETICS ASSOCIATION

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

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