

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

ATHLETIC COMMITTEE

October 28, 2021

Item H.6. **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Luc Godin, Head Men's Tennis Coach, effective August 23, 2021.

EXECUTIVE SUMMARY

This agreement is through May 30, 2026. During this period, Coach shall receive an annual base salary of \$50,000 from the University for the term of the contract. The University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership and an annual cell phone allowance of \$960. Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- **Academic Achievement Compensation.** A payment of \$1,000 upon the happening of the following event which occurs earliest in any year of this contract, if at all, provided that University has been notified that the Men's Tennis Team's cumulative Academic Performance Report (APR) average is above 930:
 - The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 - The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 - The graduation success rate of the Men's Tennis Program as reported by the NCAA exceeds 80%.
- **Performance Achievement Compensation.** In addition, Coach shall receive all of the following which may apply per Men's Tennis season:
 - \$1,000 if the Men's Tennis Team wins either its Conference regular-season Men's Tennis Team Championship or its Conference Men's Tennis Team Championship;
 - \$1,000 if the Men's Tennis Team wins both its Conference regular-season Men's Tennis Team Championship and its Conference Men's Tennis Team Championship;
 - \$1,000 if the Men's Tennis Team appears in the NCAA Men's Tennis Team Championship;

- \$500 if a member of the Men's Tennis Team appears in the NCAA Men's Tennis Singles Championship;
 - \$500 if members of the Men's Tennis Team appear in the NCAA Men's Tennis Doubles Championship;
 - A payment equivalent to one monthly installment of Coach's then-current Base Salary if the Men's Tennis Team wins the NCAA Men's Tennis Team Championship;
 - \$2,500 if a member of the Men's Tennis Team wins the NCAA Men's Tennis Singles Championship, or if members of the Men's Tennis Team win the NCAA Men's Tennis Doubles Championship; and
 - \$2,000 if the Men's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.
- **Coaching Recognition Achievement Compensation.** In addition, Coach shall receive all of the following which may apply:
 - \$1,000 if Coach is named Coach of the Year by the Conference; and
 - \$3,000 if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Luc Godin, Head Men's Tennis Coach, effective August 23, 2021.



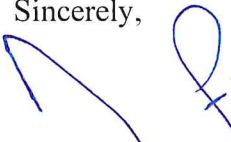
October 7, 2021

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Luc Godin, Head Men's Tennis Coach.

Please place this item on the agenda for the October 2021 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

E. Joseph Savoie
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT
HEAD MEN'S TENNIS COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 23rd day of August, 2021 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and LUC GODIN ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

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

1. **Employment**. University hereby employs Coach as Head Coach of its Program, and Coach hereby accepts such employment. Coach shall be responsible to, and shall report directly to, University's Vice President for Intercollegiate Athletics ("VPIA"). Coach shall also be under the general supervision of President.
2. **Term**.
 - a. **Initial Term**. This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until May 30, 2026 ("Initial Term").
 - b. **Renewal**. This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities**. Coach shall manage and supervise the Program and shall perform such other duties in the University athletic program as VPIA may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Head Coach which are expressly assigned and/or inherent in such position.
- b. Lead, direct, manage, promote, and supervise the Program and its personnel in an effective manner to achieve the goals and objectives for the Program as established by VPIA in consultation with Coach.
- c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Men's Tennis Coach.
- d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- e. Staff the Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Promote an atmosphere in which Men's Tennis student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Program.
- h. Lead public relations programs for the Program and develop campus and community support for the Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").

- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
 - l. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Men's Tennis coaches, student-athlete members of the Men's Tennis team, graduate assistants, and Men's Tennis operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
 - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
 - m. Ensure the Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
 - o. Adhere to and carry out other directives and responsibilities as may be given by VPIA and/or President from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Fifty Thousand Dollars and NO/100 (\$50,000.00), payable in equal monthly installments of Four Thousand One Hundred Sixty Six Dollars and 67/100 (\$4,166.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.

5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.

6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:

a. **Automobile Benefits.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);

b. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month; and

c. **Relocation Costs.** Reimbursement of an amount totaling no more than ten percent (10%) of Coach's annual salary for reasonable costs incurred for relocation, including travel costs for himself, his spouse, and his children incurred before his spouse and children relocate. Any such reimbursement pursuant to this Section 6(c) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.

7. **Achievement Compensation.**

a. **Head Coach Achievement Compensation.** During Coach's employment as Men's Tennis Coach, University shall pay Coach using Foundation's Unrestricted Athletic Foundation Accounts all of the following Achievement Compensation payments which may apply per year of this Contract in recognition of Coach's efforts in contributing to the occurrence of each respective achievement:

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

1. The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or

2. The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or

3. The graduation success rate of the Men's Tennis Program as reported by the NCAA exceeds eighty (80%) percent.

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

1. One Thousand Dollars and NO/100 (\$1,000.00) if the Men's Tennis Team wins either its Conference regular-season Men's Tennis team championship or its Conference Men's Tennis Team Championship;
2. One Thousand Dollars and NO/100 (\$1,000.00) if the Men's Tennis Team wins both its Conference regular-season Men's Tennis team championship and its Conference Men's Tennis Team Championship;
3. One Thousand Dollars and NO/100 (\$1,000.00) if the Men's Tennis Team appears in the NCAA Men's Tennis Team Championship;
4. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men's Tennis Team appears in the NCAA Men's Tennis Singles Championship;
5. Five Hundred Dollars and NO/100 (\$500.00) if members of the Men's Tennis Team appears in the NCAA Men's Tennis Doubles Championship;
6. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Men's Tennis Team wins the NCAA Men's Tennis Team Championship;
7. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if a member of the Men's Tennis Team wins the NCAA Men's Tennis Singles Championship, or if members of the Men's Tennis Team win the NCAA Men's Tennis Doubles Championship (only one payment will be due even if members of the Men's Tennis Team win both the NCAA Men's Tennis Singles and Doubles Championship); and
8. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.

iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive all of the following which may apply:

1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by the Conference; and
2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.

- b. **Assistant Coach Achievement Compensation.** University acknowledges the Men's Tennis Assistant Coaches and Director of Men's Tennis Operations (collectively, "Men's Tennis Assistants") will contribute valuably to the occurrence of the Men's Tennis Program's achievements. In recognition of such contributions, University shall issue to each paid Men's Tennis Assistant an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during the Men's Tennis Assistant's employment as a Men's Tennis Assistant. University shall issue such Achievement Compensation payments to the Men's Tennis Assistants from the Foundation's Unrestricted Athletic Foundation Accounts. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.
 - c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
 - d. Notwithstanding the foregoing, no coach (including Coach and/or any Men's Tennis Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.
- 8. Compliance with Law, Policy, and Regulations.**
- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment, or termination of this Contract.
 - b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.
- 9. Camps and Clinics.** With prior approval of VPIA, President, and University's Vice President for Administration and Finance ("VPAF"), Coach may hold tennis camps and clinics on University tennis facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before

Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.

10. **Outside Income.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through VPIA all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)
11. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through VPIA.
12. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
13. **Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Men's Tennis season and from time to time as Director or Director's designee deems reasonably necessary and warranted.
14. **Termination by University.**
 - a. **Without Cause.**
 - i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither

University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within six (6) months of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 14(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.

- ii. In the event of a termination described in Section 14(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 14(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 14(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 14(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 14(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University,

the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 3. Failure to comply with a lawful directive from VPIA or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failing to prevent, and/or failing to report any Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 7. Poor performance evaluation by Vice President for Intercollegiate Athletics not corrected within a reasonable period of time, as determined by University (such evaluation not to include Program's win-loss record), following notice to Coach; and/or
 8. Prolonged absence from University without University's consent.

- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Ten Thousand Dollars and NO/100 (\$10,000.00), but only if such a termination occurs within twelve (12) months following the Effective Date of this Contract.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

16. Termination by Death or Incapacity. This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with

Coach's ability to perform the essential functions and duties as Head Men's Tennis Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.

17. Title IX, Sexual Harassment and Other Prohibited Sexual Conduct Policy, Non-Discrimination Policy Reporting and Compliance.

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) 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 Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant Section 14(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

18. Morality Clauses.

- a. Coach agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletics programs; and
- b. Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

19. Acknowledgement. The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of

continued employment for Coach at University whether as Head Men's Tennis Coach or in any other employment capacity.

20. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 14(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.

- j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
- m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

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

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

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

With copy to:
Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
537 Cajundome Blvd., Suite 239
Lafayette, LA 70506

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

Coach:
Luc Godin
537 Cajundome Blvd., Suite 239
Lafayette, LA 70506

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

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

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

Luc Godin, Coach

DocuSigned by:
Joe Savoie
1405E1487C93461...

DocuSigned by:
Luc Godin
1F3C94B9F18C4AC...

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

10/8/2021
Date

9/30/2021
Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD MEN’S TENNIS COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Men’s Tennis Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 14, 15, and 16 of the Contract for Employment for Head Men’s Tennis Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 14, 15, and 16 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

This Ancillary Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. In accordance with La. R.S. 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

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

Entered into this _____.

DocuSigned by:
Joe Savoie 10/8/2021
1405E1487C93461...

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

DocuSigned by:
Luc Godin 9/30/2021
1F3C94B9F18C4AC...

Luc Godin Date

DocuSigned by:
Thomas L. Kreamer, Jr. 10/1/2021
5F7A8CD7B799456...

University of Louisiana at Lafayette Date
Foundation
By: Thomas L. Kreamer, Jr., Chairman

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

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

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

ATHLETIC COMMITTEE

October 28, 2021

Item H.7. **University of Louisiana at Lafayette’s** request for approval of a contract with Ms. Stephanie Vallejos, Head Women’s Tennis Coach, effective July 1, 2021.

EXECUTIVE SUMMARY

This agreement is through May 30, 2022. During this period, Coach shall receive an annual base salary of \$46,800 from the University for the term of the contract. The University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, reasonable travel expenses incurred by Coach (or her spouse) in performing her duties, and an annual cell phone allowance of \$960. Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- **Academic Achievement Compensation.** A payment of \$1,000 upon the happening of the following event which occurs earliest in any year of this contract, if at all, provided that University has been notified that the Women’s Tennis Team’s cumulative Academic Performance Report (APR) average is above 930:
 - The Women’s Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 - The Women’s Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 - The graduation success rate of the Women’s Tennis Program as reported by the NCAA exceeds 80%.
- **Performance Achievement Compensation.** In addition, Coach shall receive all of the following which may apply per Women’s Tennis season:
 - \$1,000 if the Women’s Tennis Team wins either its Conference regular-season Women’s Tennis Team Championship or its Conference Women’s Tennis Team Championship;

- \$1,000 if the Women's Tennis Team wins both its Conference regular-season Women's Tennis Team Championship and its Conference Women's Tennis Team Championship;
 - \$1,000 if the Women's Tennis Team appears in the NCAA Women's Tennis Team Championship;
 - \$500 if a member of the Women's Tennis Team appears in the NCAA Women's Tennis Singles Championship;
 - \$500 if members of the Women's Tennis Team appear in the NCAA Women's Tennis Doubles Championship;
 - A payment equivalent to one monthly installment of Coach's then-current Base Salary if the Women's Tennis Team wins the NCAA Women's Tennis Team Championship;
 - \$2,500 if a member of the Women's Tennis Team wins the NCAA Women's Tennis Singles Championship, or if members of the Women's Tennis Team win the NCAA Women's Tennis Doubles Championship; and
 - \$2,000 if the Women's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.
- **Coaching Recognition Achievement Compensation.** In addition, Coach shall receive all of the following which may apply:
 - \$1,000 if Coach is named Coach of the Year by the Conference; and
 - \$3,000 if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Ms. Stephanie Vallejos, Head Women's Tennis Coach, effective July 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:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Ms. Stephanie Vallejos, Head Women's Tennis Coach.

Please place this item on the agenda for the October 2021 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over a faint circular stamp.

E. Joseph Savoie
President

svc

Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 1st day of July, 2021 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and STEPHANIE VALLEJOS ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, Coach has heretofore provided services to University as Head Coach of University's Women's Tennis Program (the "Women's Tennis Program"); and

WHEREAS, University and Coach mutually desire to continue such employment but under the terms of an employment contract;

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

1. **Employment.** University hereby employs Coach as Head Coach of its Women's Tennis Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University's Vice President for Intercollegiate Athletics ("VPIA"). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall commence on Effective Date and shall continue in effect until May 30, 2022 ("Initial Term").
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on May 30, 2023, if at any time during the Initial Term of this Contract the Women's Tennis Program (i) wins the Women's Tennis team championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), or (ii) appears in the National Collegiate Athletic Association (the "NCAA") Women's Tennis Team Championship. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition to Section 2(b), above, the parties may agree in writing to extend this Contract for an additional year for each year VPIA or VPIA's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 13 herein.
 - d. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extensions thereof, University continues to accept Coach's services as Head Women's Tennis Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Women's Tennis Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Women's Tennis Program and shall perform such other duties in the University athletic program as VPIA and/or President may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Women's Tennis Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Women's Tennis Program and its personnel in an effective manner to achieve the goals and objectives for the Women's Tennis Program as established by VPIA in consultation with Coach.
 - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Women's Tennis Coach.
 - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying herself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with her performance of her duties or will otherwise interfere with University's interest.
 - e. Staff the Women's Tennis Program with individuals who strengthen and promote University's educational and ethical mission and standards.

- f. Promote an atmosphere in which Women's Tennis student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in her recruitment, supervision, and coaching of the student-athlete members of the Women's Tennis Program.
- h. Lead public relations programs for the Women's Tennis Program and develop campus and community support for the Women's Tennis Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Women's Tennis Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Women's Tennis coaches, student-athlete members of the Women's Tennis Team, graduate assistants, and Women's Tennis operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
 - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Women's Tennis Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
- o. Adhere to and carry out other directives and responsibilities as may be given by VPIA and/or President from time to time.

4. Base Salary.

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Forty-Six Thousand Eight Hundred Dollars and NO/100 (\$46,800.00), payable in equal monthly installments of Three Thousand Nine Hundred Dollars and NO/100 (\$3,900.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which she is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In the event that this Contract is extended through May 30, 2023, pursuant to Section 2(b), above, Coach's Base Salary for the period of May 30, 2022, to May 30, 2023, shall not be less than Coach's base salary for the final year of the Initial Term.

5. General Benefits. Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.

6. Additional Benefits. University shall also pay to Coach the following additional benefits which shall not be considered earnable compensation for the purpose of computation of retirement benefits:

- a. **Automobile Allowance.** Either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and if applicable, her spouse when appropriate, in performing her duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation. Spousal reimbursement may only be authorized when Coach's spouse is engaged in activities for the benefit of the University, including, but not limited to facilitating University events, meetings with donors, and otherwise furthering the development of the University and Women's Tennis Program. Any reimbursement pursuant to this Section 6(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee; and

- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

7. Achievement Compensation.

- a. **Head Coach Achievement Compensation.** During Coach's employment as Women's Tennis Coach, University shall pay Coach using Foundation's Unrestricted Athletic Foundation Accounts all of the following Achievement Compensation payments which may apply per year of this Contract in recognition of Coach's efforts in contributing to the occurrence of each respective achievement:

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

1. The Women's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
2. The Women's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
3. The graduation success rate of the Women's Tennis Program as reported by the NCAA exceeds eighty percent (80%).

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

1. One Thousand Dollars and NO/100 (\$1,000.00) if the Women's Tennis Team wins either its Conference regular-season Women's Tennis team championship or its Conference Women's Tennis Team Championship;
2. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Women's Tennis Team wins both its Conference regular-season Women's Tennis team championship and its Conference Women's Tennis Team Championship;
3. One Thousand Dollars and NO/100 (\$1,000.00) if the Women's Tennis Team appears in the NCAA Women's Tennis Team Championship;
4. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Women's Tennis Team appears in the NCAA Women's Tennis Singles Championship;

5. Five Hundred Dollars and NO/100 (\$500.00) if members of the Men's Tennis Team appears in the NCAA Women's Tennis Doubles Championship;
 6. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Women's Tennis Team wins the NCAA Women's Tennis Team Championship;
 7. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if a member of the Women's Tennis Team wins the NCAA Women's Tennis Singles Championship, or if members of the Women's Tennis Team win the NCAA Women's Tennis Doubles Championship (only one payment will be due even if members of the Women's Tennis Team win both the NCAA Women's Tennis Singles and Doubles Championship); and
 8. Two Thousand Dollars and NO/100 (\$2,000.00) if the Women's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.
- iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive all of the following which may apply:
1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by the Conference; and
 2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Women's Tennis Assistant Coaches and Director of Women's Tennis Operations (collectively, "Women's Tennis Assistants") will contribute valuably to the occurrence of the Women's Tennis Program's achievements. In recognition of such contributions, the University shall issue to each paid Women's Tennis Assistant an Achievement Compensation payment equal to twenty-five percent (25%) of all Achievement Compensation payments issued to Coach during the Women's Tennis Assistant's employment as a Women's Tennis Assistant. University shall issue such Achievement Compensation payments to the Women's Tennis Assistants from the Foundation's Unrestricted Athletic Foundation Accounts. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.
- c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.

- d. Notwithstanding the foregoing, no coach (including Coach and/or any Women's Tennis Assistant) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

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

9. Camps and Clinics. With prior approval of VPIA, President, and University's Vice President for Administration and Finance ("VPAF") Coach may hold tennis camps and clinics on University tennis facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.

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

11. **Outside Employment.** Coach agrees that she shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through VPIA.
12. **Endorsement/Personal Gain.** Coach agrees that she shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall she use her employee standing as Head Women's Tennis Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Women's Tennis Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
13. **Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Women's Tennis season and from time to time as Director or Director's designee deems reasonably necessary and warranted.

14. Termination by University.

a. **Without Cause.**

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within six (6) months of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 14(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- ii. In the event of a termination described in Section 14(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 14(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or

other income of any kind whatsoever (“Gross Compensation”) Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a “Coaching Position”), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To affect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach’s receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 14(a)(i), above, has been repaid.

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

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach’s:
 - 1. Failure to comply with this Contract;

2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 3. Failure to comply with a lawful directive from VPIA or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failing to prevent, and/or failing to report any Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Women's Tennis Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 7. Poor performance evaluation by Vice President for Intercollegiate Athletics not corrected within a reasonable period of time, as determined by University (such evaluation not to include Women's Tennis Program's win-loss record), following notice to Coach; and/or
 8. Prolonged absence from University without University's consent.
 9. .
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
 - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

- c. **Sole Remedy.** Coach agrees her sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section 14. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of her duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.
- b. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Ten Thousand Dollars and NO/100 (\$10,000.00), but only if such a termination occurs within twelve (12) months following the Effective Date of this Contract.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

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

17. Title IX, Sexual Harassment and Other Prohibited Sexual Conduct Policy, Non-Discrimination Policy Reporting and Compliance.

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual

assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) 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 Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

- b. University may terminate this Contract for cause pursuant Section 14(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

18. Morality Clauses.

- a. Coach agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletics programs; and
- b. 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, she 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.

19. Acknowledgement. The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Head Women's Tennis Coach or in any other employment capacity.

20. Miscellaneous.

- a. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the

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

- d. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 13(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- e. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- f. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- g. Coach agrees as a condition of her employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as she is made aware of the conviction but in any event not later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- h. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- i. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits she receives pursuant to this Contract.
- j. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. Coach acknowledges she has read and understands the foregoing provisions of this Contract; she has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and she agrees to abide by this Contract and the terms and conditions set forth herein.
- m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original

signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

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

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

University Designee:

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

With copy to:

Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
537 Cajundome Blvd., Suite 239
Lafayette, LA 70506

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

Coach:

Stephanie Vallejos
402 Corona Drive
Lafayette, LA 70503

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract as of the Effective Date.

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

DocuSigned by:
Joe Savoie
1405E1487C93461...

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

10/8/2021
Date

Stephanie Vallejos, Coach

DocuSigned by:
Stephanie Vallejos
20D497C9EA3D473...

10/1/2021
Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD WOMEN'S TENNIS COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Women's Tennis Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6(b), 7, 14, 15, and 16 of the Contract of Employment for Head Women's Tennis Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 6(b), 7, 14, 15, and 16. No other terms of the Contract shall obligate or bind the Foundation.

This Ancillary Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. In accordance with La. R.S. 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

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

Entered into this _____.

DocuSigned by:
Joe Savoie 10/8/2021
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Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
Stephanie Vallejos 10/1/2021
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Stephanie Vallejos Date

DocuSigned by:
Thomas L. Kreamer, Jr. 10/1/2021
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University of Louisiana at Lafayette Date
Foundation
By: Thomas L. Kreamer, Jr. Chairman

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

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

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

ATHLETIC COMMITTEE

October 28, 2021

Item H.8. **University of Louisiana at Lafayette's** request for approval of amended Contracts for Employment for various Assistant Football Coaches, effective July 1, 2021.

EXECUTIVE SUMMARY

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

- **Jabbar Juluke, Assistant Football Coach and Running Backs Coach**
 - Under the proposed amendment, Coach's annual salary is \$240,000 and the Initial Term has been extended to January 14, 2023.
 - All other terms and conditions of his contract effective March 1, 2020 shall remain in full force and effect.

- **Mark Hocke, Head Coach of Strength and Conditioning Program and Associate Head Football Coach**
 - Under the proposed amendment, Coach's annual salary is \$400,000 and the Initial Term has been extended to January 14, 2023.
 - All other terms and conditions of his contract effective March 1, 2020 shall remain in full force and effect.

- **Michael Desormeaux, Assistant Football Coach and Tight Ends Coach**
 - Under the proposed amendment, Coach's annual salary is \$185,000 and the Initial Term has been extended to January 14, 2023.
 - All other terms and conditions of his contract effective March 1, 2020 shall remain in full force and effect.

- **Patrick Toney, Assistant Football Coach and Defensive Coordinator**
 - Under the proposed amendment, Coach's annual salary is \$450,000 and the Initial Term has been extended to January 14, 2023.
 - All other terms and conditions of his contract effective December 1, 2019 shall remain in full force and effect.

- **Tim Leger, Assistant Football Coach and Recruiting Coordinator**
 - Under the proposed amendment, Coach's annual salary is \$185,000 and the Initial Term has been extended to January 14, 2023.
 - All other terms and conditions of his contract effective July 1, 2020 shall remain in full force and effect.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the amendments to the contracts of Mr. Jabbar Juluke, Assistant Football Coach and Running Backs Coach; Mr. Mark Hocke, Head Coach of Strength and Conditioning Program and Associate Head Football Coach; Mr. Michael Desormeaux, Assistant Football Coach and Tight Ends Coach; Mr. Patrick Toney, Assistant Football Coach and Defensive Coordinator; and Mr. Tim Leger, Assistant Football Coach and Recruiting; effective July 1, 2021.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

H.8.

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

Université des Acadiens

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:

This is a request for approval of Mr. Jabbar Juluke's, Assistant Football Coach, second amended contract agreement.

Please place this item on the agenda for the October 2021 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Savoie', written over the word 'Sincerely,'.

E. Joseph Savoie
President

svc

Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 2”) is made effective the 1st day of July, 2021 (“Effective Date”), by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **JABBAR JULUKE** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 2 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective March 1, 2020 for Coach to be employed as University’s Assistant Coach/Running Back Coach for the Football Program under the terms and conditions set forth therein (the “Original Contract”);

WHEREAS, University and Coach entered into a First Amendment to Original Contract effective April 9, 2021;

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

WHEREAS, the parties wish to make this Amendment 2 effective as of the Effective Date.

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Initial Term.** This Contract’s initial term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (the “Initial Term”).
2. Delete Section 4 in its entirety and replace it with the following:
 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Two Hundred Forty Thousand Dollars and NO/100 (\$240,000.00), payable in equal monthly installments of Twenty Thousand Dollars



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

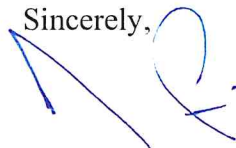
October 7, 2021

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

Dear Dr. Henderson:

This is a request for approval of Mr. Mark Hocke's, Associate Head Football Coach, second amended contract agreement.

Please place this item on the agenda for the October 2021 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

SVC

Attachment

**SECOND AMENDMENT TO
CONTRACT FOR EMPLOYMENT
ASSOCIATE HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 1”) is made effective the 1st day of July, 2021 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and MARK HOCKE (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 2 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective March 1, 2020 for Coach to be employed as University’s Associate Head Coach for the Football Program under the terms and conditions set forth therein (the “Original Contract”);

WHEREAS, University and Coach entered into a First Amendment to Original Contract effective April 9, 2021;

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

WHEREAS, the parties wish to make this Amendment 2 effective as of the Effective Date.

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

- 1. Delete Section 2(a) in its entirety and replace it with the following:**
 - a. Initial Term. This Contract’s initial term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (the “Initial Term”).**

- 2. Delete Section 4 in its entirety and replace it with the following:**
 - 4. Base Salary. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Four Hundred Thousand Dollars and NO/100 (\$400,000.00), payable in equal monthly installments of Thirty-Three Thousand Three Hundred**

Thirty-Three Dollars and 33/100 (\$33,333.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 2 on the dates indicated below.

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

**Mark Hocke,
Associate Head Football Coach**

DocuSigned by:
Joe Savoie 10/8/2021
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DocuSigned by:
Mark Hocke 10/6/2021
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Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kremer, Jr. 10/7/2021
5F7A8CD7B799456...

Thomas L. Kremer, Jr. Date
Chairman

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is a request for approval of Mr. Michael Desormeaux's, Assistant Football Coach, second amended contract agreement.

Please place this item on the agenda for the October 2021 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie
President

svc

Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 2”) is made effective the 1st day of July, 2021 (“Effective Date”), by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **MICHAEL DESORMEAUX** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 2 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective March 1, 2020 for Coach to be employed as University’s Assistant Football Coach/Tight Ends Coach for the Football Program under the terms and conditions set forth therein (the “Original Contract”);

WHEREAS, University and Coach entered into a First Amendment to Original Contract effective April 9, 2021;

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

WHEREAS, the parties wish to make this Amendment 2 effective as of the Effective Date.

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Initial Term.** This Contract’s initial term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (the “Initial Term”).
2. Delete Section 4 in its entirety and replace it with the following:
 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Eighty-Five Thousand Dollars and No/100

(\$185,000.00), payable in equal monthly installments of Fifteen Thousand Four Hundred Sixteen Dollars and 67/100 (\$15,416.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 2 on the dates indicated below.

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

**Michael Desormeaux,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 10/8/2021
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DocuSigned by:
Michael Desormeaux 10/6/2021
5823FFBAC7A345C...

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

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kreamer, Jr. 10/7/2021
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Thomas L. Kreamer, Jr. Date
Chairman

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is a request for approval of Mr. Patrick Toney's, Assistant Football Coach, second amended contract agreement.

Please place this item on the agenda for the October 2021 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie
President

svc

Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 2”) is made effective the 1st day of July, 2021 (“Effective Date”), by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **PATRICK TONEY** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 2 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective December 1, 2019 for Coach to be employed as University’s Assistant Football Coach/Defensive Coordinator for the Football Program under the terms and conditions set forth therein (the “Original Contract”);

WHEREAS, University and Coach entered into a First Amendment to Original Contract effective April 9, 2021;

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

WHEREAS, the parties wish to make this Amendment 2 effective as of the Effective Date.

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Initial Term.** This Contract’s initial term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (the “Initial Term”).
2. Delete Section 4 in its entirety and replace it with the following:
 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Four Hundred Fifty Thousand Dollars and NO/100

(\$450,000.00), payable in equal monthly installments of Thirty Seven Thousand Five Hundred Dollars and NO/100 (\$37,500.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 2 on the dates indicated below.

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

**Patrick Toney,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 10/8/2021
1405E1487C93461...

DocuSigned by:
Patrick Toney 10/6/2021
AB30D2E451264FA...

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

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kreamer, Jr. 10/7/2021
5F7A8CD7B799456...

Thomas L. Kreamer, Jr. Date
Chairman

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is a request for approval of Mr. Tim Leger's, Assistant Football Coach, third amended contract agreement.

Please place this item on the agenda for the October 2021 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie
President

svc

Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS THIRD AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 3”) is made effective the 1st day of July, 2021 (“Effective Date”), by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **TIM LEGER** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 3 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective March 1, 2020 for Coach to be employed as University’s Assistant Football Coach/Recruiting Coordinator for the Football Program under the terms and conditions set forth therein (the “Original Contract”);

WHEREAS, the parties previously amended the Original Contract effective July 1, 2020 and April 9, 2021 (“Previous Amendments”) (collectively, the Original Contract and Previous Amendments shall be referred to as the “Contract”);

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

WHEREAS, the parties wish to make this Amendment 3 effective as of the Effective Date.

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Initial Term.** This Contract’s initial term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (the “Initial Term”).
2. Delete Section 4 in its entirety and replace it with the following:
 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Eighty-Five Thousand Dollars and NO/100

(\$185,000.00), payable in equal monthly installments of Fifteen Thousand Four Hundred Sixteen Dollars and 67/100 (\$15,416.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 3 on the dates indicated below.

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

**Tim Leger,
Assistant Football Coach**

DocuSigned by:
Joe Savoie 10/8/2021
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DocuSigned by:
Tim Leger 9/30/2021
9C67A29FE0FA4A7...

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

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kreamer, Jr. 10/1/2021
5F7A8CD7B799456...

Thomas L. Kreamer, Jr. Date
Chairman

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

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