

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

ATHLETIC COMMITTEE

April 22, 2021

Item G.7. **Northwestern State University's** request for approval of a contract with Mr. Sean Kiracofe, Head Women's Volleyball Coach, effective March 1, 2021.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 29, 2024, the Coach's salary is \$62,760 for the first year, and increases by \$1,000 each year, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach supplemental incentive compensation as follows for promotional activities for the Foundation:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- Coach will also have use of a vehicle provided by an automobile dealership as arranged by the Foundation. If a vehicle is not available, a car stipend of \$500 will be provided.
- Coach will receive \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in the NCAA or NVIC Tournament.
- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's volleyball team in postseason competition as follows:
 - Coach will receive \$2,500 should his team win a first-round match in the NCAA or NVIC Tournament;
 - Coach will receive \$5,000 should his team advance from a first-round regional to the "Sweet 16" in the NCAA Tournament;
 - Coach will receive \$7,500 should his team advance to the Elite Eight in the NCAA Tournament;
 - Coach will receive \$10,000 should his team advance to the Final Four in the NCAA Tournament;
 - Coach will receive \$15,000 for winning the NCAA Tournament.
- Coach shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference or Louisiana Coach of the Year."
- Coach is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary for the remainder of the current year for the first two years of the contract and 50% of the base salary for the remainder of the third year of the contract, less compensation

received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Sean Kiracofe, Head Women's Volleyball Coach, effective March 1, 2021.*



NORTHWESTERN STATE

Office of the President

310 Sam Sibley Drive
Caspari Hall - Suite 223
Natchitoches, LA 71497
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G.7.

March 30, 2021

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

Re: Head Women's Volleyball Coach Contract Extension - Sean Kiracofe

Dear Dr. Henderson:

Northwestern State University is submitting the attached *Head Women's Volleyball Coach Contract Extension - Sean Kiracofe* to be placed on the agenda for the April 2021 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio
President

Attachment

DEDICATED TO ONE GOAL. **YOURS.**[™]



NORTHWESTERN STATE UNIVERSITY

**CONTRACT OF EMPLOYMENT
for SEAN KIRACOFÉ**

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

THIS AGREEMENT, made and entered into as of this 22nd day of April, 2021, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Sean Kiracofe, Head Women's Volleyball Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Head Women's Volleyball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Sean Kiracofe as Head Women's Volleyball Coach at Northwestern State University, and Sean Kiracofe does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Volleyball Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

2. TERM

The employment under the terms of this contract shall be for the period March 1, 2021 to February 29, 2024, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Head Coach an annual salary payable in 26 equal installments as follows:

First Year of Contract

Sixty-Two Thousand Seven-Hundred and Sixty (\$62,760) Dollars payable in 26 equal installments:

Second Year of Contract

Sixty-Three Thousand Seven-Hundred and Sixty (\$63,760) Dollars payable in 26 equal installments

Third Year of Contract

Sixty-Four Thousand Seven-Hundred and Sixty (\$64,760) Dollars payable in 26 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. **EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

- 5.1 Coach Kiracofe may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.
 - a. All revenues from university camps/clinics will be deposited into Coach Kiracofe's university camp budget. After all expenses are met, Coach Kiracofe may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university women's volleyball operating budget, or a combination of the three, at his discretion.
 - b. Camps operated through the university camp budget will not be subject to facility fees.
 - c. Conducting camps and clinics is considered a part of Coach Kiracofe's job description related to promoting the University and the athletic department; thus, Coach Kiracofe will not be required to take leave while conducting camps run through the University camp budget.
 - d. Coach Kiracofe's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
 - e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
 - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
 - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Kiracofe will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach Kiracofe separately for his appearances and

promotional activities in support of its fundraising and marketing efforts. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, a monthly salary supplement of \$500 per month will be provided on an as funds available basis.
- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- COACH will receive \$2,000 for promotional appearances in the event he wins the conference regular season or tournament championship (not both) *or* if his team is selected to play in the NCAA or NVIC Tournament.
- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's volleyball team in postseason tournament competition as follows. All additional payments are cumulative:
 - Coach will receive \$2,500 should his team win a first-round match in the NCAA or NVIC Tournament;
 - Coach will receive an additional \$2,500 for each ensuing win in the NVIC.
 - Coach will receive \$5,000 should his team advance from a first-round regional to the "Sweet 16" in the NCAA Tournament;
 - Coach will receive \$7,500 should his team advance to the Elite Eight in the NCAA Tournament;
 - Coach will receive \$10,000 should his team advance to the Final four of the NCAA Tournament;
 - COACH will receive \$15,000 for winning the NCAA Tournament.
- COACH shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference or Louisiana Coach of the Year (not both)."
- COACH is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

7. **OUTSIDE INCOME**

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no

responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

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

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

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

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws 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.

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

9. **TERMINATION**

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary for the remainder of the current year for the first two years of the contract and 50% of the base salary for the remainder of the third year of the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Kiracofe terminates the Contract without cause, Coach Kiracofe would be liable to the University for liquidated damages in the following manner:

NSU Women's Volleyball Coach Contract

Sean Kiracofe

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- If after March 1, 2021 but before February 28, 2022 – No Buyout
- If after March 1, 2022 but before February 28, 2023 – No Buyout
- If after March 1, 2023 – No Buyout

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

Termination For Cause: Should Coach's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

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

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

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

- (3) the University of Louisiana System's Sexual Misconduct Policy.

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

10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

11. **UNIVERSITY FUNDRAISING**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

12. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. **SEVERABILITY**

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

14. **FORCE MAJEURE**

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

NSU Women's Volleyball Coach Contract
Sean Kiracofe
Page 8

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

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

Shaundra Bold 3/24/21

BY 

SEAN KIRACOFE, Head Coach

Halley Taitano 3/24/21

BY Gregory Burke

GREGORY S. BURKE, Director of Athletics

K Steel 03/24/2021

BY 

MIKE NEWTON, President
Demons Unlimited Foundation

Christie Price 3/25/21

BY Chris Maggio

DR. CHRIS MAGGIO, President
Northwestern State University

BY

DR. JAMES HENDERSON, President
University of Louisiana Board of Supervisors

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

ATHLETIC COMMITTEE

April 22, 2021

Item G.8. **University of Louisiana at Lafayette's** request for approval of amended Contracts for Employment for various coaches, effective April 22, 2021.

EXECUTIVE SUMMARY

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

- **Matt Deggs, Head Baseball Coach**
 - Coach will adhere to and promptly report known violations of 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.
 - Coach shall 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 termination of Contract for Employment.

- **Garry P. Brodhead, Head Women's Basketball Coach**
 - Coach will comply with laws, policies, and regulations, including but not limited to fully complying with any NCAA infractions process (NCAA Bylaw 11.2.1 and Bylaw 19).
 - Coach will report outside income annually in writing to University President, including but not limited to benefits earned from participation in athletic camps outside of those offered by University (NCAA Bylaw 11.2.2).
 - Coach will adhere to and promptly report known violations of 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.
 - Coach shall 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 termination of Contract for Employment.

- **Robert Marlin, Head Men's Basketball Coach**
 - Coach will comply with laws, policies, and regulations, including but not limited to fully complying with any NCAA infractions process (NCAA Bylaw 11.2.1 and Bylaw 19).

- Coach will report outside income annually in writing to University President, including but not limited to benefits earned from participation in athletic camps outside of those offered by University (NCAA Bylaw 11.2.2).
 - Coach will adhere to and promptly report known violations of 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.
 - Coach shall 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 termination of Contract for Employment.
- **Gerald Glasco, Jr., Head Softball Coach**
 - Coach will adhere to and promptly report known violations of 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.
- **Lance Key, Head Soccer Coach**
 - Coach will comply with laws, policies, and regulations, including but not limited to fully complying with any NCAA infractions process (NCAA Bylaw 11.2.1 and Bylaw 19).
 - Coach will report outside income annually in writing to University President, including but not limited to benefits earned from participation in athletic camps outside of those offered by University (NCAA Bylaw 11.2.2).
 - Coach will adhere to and promptly report known violations of 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.
 - Coach shall 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 termination of Contract for Employment.

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 Matt Deggs, Head Baseball Coach; Garry P. Brodhead, Head Women's Basketball Coach; Robert Marlin, Head Men's Basketball Coach; Gerald Glasco, Jr., Head Softball Coach; and Lance Key, Head Soccer Coach; effective April 22, 2021.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

G.8.

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

Université des Acadiens

April 1, 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. Matt Degg's, Head Baseball Coach, second amended contract agreement.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Savoie', with a large, stylized initial 'E'.

E. Joseph Savoie
President

SVC
Attachment

**SECOND AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 2”) is made and effective the 22nd day of April, 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 **MATT DEGGS** (“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. This Amendment 2 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 2 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective August 1, 2019 for Coach to be employed as University’s Head Baseball Coach under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the Contract was previously amended effective July 1, 2019 (“Previous Amendment”);

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 21 in its entirety and replace it with the following:

21. 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 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 17(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.
2. Add the following Section 23(n):
 - n. 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 18(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).
 3. All other terms and conditions of the Contract and Previous Amendment shall remain in full force and effect.

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

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**

**Matt Deggs,
Head Baseball Coach**

DocuSigned by:
Joe Savoie 3/31/2021
1405E1487C03461

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

DocuSigned by:
Matt Deggs 3/24/2021
099D7222377B479...

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 3/29/2021
7A02B7BEB1AC469

Joe Giglio, Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

April 1, 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. Garry P. Brodhead's, Head Women's Basketball Coach, second amended contract agreement.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large, stylized flourish.

E. Joseph Savoie
President

svc
Attachment

**SECOND AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD WOMEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT ("Amendment 2") is made and effective the 22nd day of April, 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 **GARRY P. BRODHEAD** ("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. This Amendment 2 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 2 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective April 1, 2018 for Coach to be employed as University's Head Women's Basketball Coach under the terms and conditions set forth therein (the "Contract");

WHEREAS, the Contract was previously amended effective July 1, 2019 ("Previous Amendment");

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 9 in its entirety and replace it with the following:

9. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not

violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or any 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 Basketball Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or, or in the event of a Level 1 or Level 2 violation, termination of employment.

2. Delete Section 10 in its entirety and replace it with the following:

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 all athletically-related income and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

3. Delete Section 18 in its entirety and replace it with the following:

18. 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 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 15(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

4. Add the following Section 20(l):

1. 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 15(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).
5. All other terms and conditions of the Contract and the Previous Amendment shall remain in full force and effect.

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

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**

**Garry P. Brodhead,
Head Women's Basketball Coach**

DocuSigned by:
Joe Savoie 3/31/2021
1405E1487C93461...

DocuSigned by:
Garry P. Brodhead 3/29/2021
EB62D7C434894EF...

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:
Joe Giglio 3/29/2021
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

April 1, 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. Robert Marlin's, Head Men's Basketball Coach, second amended contract agreement.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Joseph Savoie', with a large, stylized flourish.

E. Joseph Savoie
President

svc
Attachment

**SECOND AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD MEN’S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 2”) is made and effective the 22nd day of April, 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 **ROBERT MARLIN** (“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. This Amendment 2 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 2 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective April 1, 2018 for Coach to be employed as University’s Head Men’s Basketball Coach under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the Contract was previously amended effective July 1, 2019 (“Previous Amendment”);

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 11 in its entirety and replace it with the following:

11. 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 any 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 Men's Basketball Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or, or in the event of a Level 1 or Level 2 violation, termination of employment.
2. Delete Section 13 in its entirety and replace it with the following:

13. 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 all athletically-related income and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

3. Delete Section 20 in its entirety and replace it with the following:

20. 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 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 17(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.
4. Add the following Section 22(l):
 1. 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 17(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).
 5. All other terms and conditions of the Contract and the Previous Amendment shall remain in full force and effect.

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

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**

**Robert Marlin,
Head Men's Basketball Coach**

DocuSigned by:
Joe Savoie 3/31/2021
1405E1487C93461...

DocuSigned by:
Robert Marlin 3/29/2021
BE3417E038C0488

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:
Joe Giglio 3/31/2021
7A02B7BEB1AC469

Joe Giglio, Chairman Date

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

April 1, 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. Gerald Glasco, Jr.'s, Head Softball Coach, third amended contract agreement.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large, stylized flourish.

E. Joseph Savoie
President

SVC
Attachment

**THIRD AMENDMENT TO
RESTATED CONTRACT FOR EMPLOYMENT
HEAD SOFTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS THIRD AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT (“Amendment 3”) is made and effective the 22nd day of April, 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 **GERALD GLASCO, JR.** (“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 First Restated Contract. This Amendment 3 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 3 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract of Employment effective December 1, 2017 for Coach to be employed as University’s Head Softball Coach (under the terms and conditions set forth therein (the “Original Contract”));

WHEREAS, University and Coach entered into a First Amendment and Restated Contract for Employment effective January 1, 2020 (the “Restated Contract”);

WHEREAS, the parties amended the Restated Contract effective July 1, 2019 (“Amendment 2”);

WHEREAS, the parties now desire to further amend the First Restated 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 19 in its entirety and replace it with the following:

19. 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 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 Restated Contract for cause pursuant Section 16(b) of this Restated Contract for any determined violation by Coach for failure to report a Known Violation.
2. All other terms and conditions of the Restated Contract and Amendment 2 shall remain in full force and effect.

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

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**

**Gerald Glasco, Jr.,
Head Softball Coach**

DocuSigned by:
Joe Savoie 3/31/2021
1405E1487C93461...

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

DocuSigned by:
Gerald Glasco, Jr. 3/25/2021
78F31A3058F0434...

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 3/29/2021
7A02B78EB1AC469...

Joe Giglio, Chairman Date

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

April 1, 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. Lance Key's, Head Soccer Coach, second amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**SECOND AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD SOCCER COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 2”) is made and effective the 22nd day of April, 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 **LANCE KEY** (“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 Agreement. This Amendment 2 is subject to the approval of the Board; therefore the terms and conditions set forth in this Amendment 2 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 1, 2019 for Coach to be employed as University’s Head Soccer Coach under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties previously amended the Contract effective January 1, 2019 (“Previous Amendment”);

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 8 in its entirety and replace it with the following:

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 any 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 Soccer Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or, or in the event of a Level 1 or Level 2 violation, termination of employment

2. Delete Section 10 in its entirety and replace it with the following:

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 all athletically-related income and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

3. Delete Section 17 in its entirety and replace it with the following:

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 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.
4. Add the following Section 19(l):
 1. 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).
 5. All other terms and conditions of the Contract and the Previous Amendment shall remain in full force and effect.

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

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**

DocuSigned by:
Joe Savoie 3/31/2021
1405E1487C93461...

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

Lance Key, Coach

DocuSigned by:
[Signature] 3/25/2021
B1CFECBC64D5249F

Date

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

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 3/29/2021
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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