

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

**ATHLETIC COMMITTEE**

**June 24, 2021**

**Item F.1.**      **Grambling State University's** request for approval of a contract with Mr. Donte Jackson, Head Men's Basketball Coach, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2023, Coach's annual salary is \$130,000. In addition to the annual compensation, Coach shall be entitled to the following incentive compensation (all funding of incentive compensation payments is limited to auxiliary revenues generated through athletic department activities and private fundraising):

• Twenty wins in a season	\$1,000
• Win over Power 5 Conf. School	\$1,000
• SWAC Regular Season Champion	\$2,500
• SWAC Tournament Champion or NCAA Invitation	\$2,500
• SWAC Coach of the Year	\$2,500
• Naismith Coach of the Year	\$10,000
• NCAA First Round Win	\$10,000
• NCAA Second Round Win	\$15,000
• NCAA Round of 16 Win	\$20,000
• NCAA Round of 8 Win	\$30,000
• NCAA Final Four Win	\$40,000
• NCAA Championship	\$50,000
• NIT Post Season Appearance	\$2,500
• NIT Post Season Win	\$2,500
• NIT Post Season Championship	\$10,000
• NCAA APR 985 or higher (1 year)	\$2,500
• 2nd consecutive year and each consecutive year after	\$5,500

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary that he would have earned for the remainder of the term of the contract. In the event Coach terminates the contract to become a men's basketball coach, Coach would be liable to the University for liquidated damages of 50 percent of the amount that he would have earned for the remainder of the term of the contract.

## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract with Mr. Donte Jackson, Head Men's Basketball Coach, effective July 1, 2021.*



June 1, 2021

**MEMORANDUM TO THE BOARD OF SUPERVISORS  
OF THE UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF MEN'S & WOMEN'S  
BASKETBALL 2021 CONTRACT PROPOSALS**

Grambling State University requests the approval of the Men's and Women's Basketball contract proposals 2021.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Gallot", written over a horizontal line.

Richard J. "Rick" Gallot, Jr., JD  
President

RJG:ks

Attachment



**CONTRACT OF EMPLOYMENT  
HEAD MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA  
PARISH OF LINCOLN**

This agreement is made and entered into June 1, 2021, between Grambling State University and through its President, Richard Gallot Jr., JD and Donte Jackson (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (the "Board"), the management board for Grambling 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.

**1.0 Employment**

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head men's basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to men's basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Athletics Director. COACH shall not be reassigned to any other role/position for any reason without COACH's prior written notice
- 1.2 COACH shall be responsible, and shall report, directly to Grambling 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 Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

**2.0 Term**

- 2.1 The term of this agreement is for a fixed period of twenty four months, commencing on the 1<sup>st</sup> day of July, 2021 and terminating without further notice to

COACH on the 31th day of March 2023, unless extended under the terms of this agreement.

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

### 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary rate of \$130,000 per year for the term of this agreement, payable on a monthly basis.
- 3.2 Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 11.
- 3.3 Incentive Compensation: In addition to the annual compensation above Coach shall be entitled to the following incentive compensation. Incentive compensations shall be based on the program's highest place finish for the respective postseason event.

3.3.1 Twenty wins in a season	\$1,000.00
Asst. Coach Bonus Pool	\$250.00/coach
3.3.2 Win over Power 5 Conf. School	\$1,000.00
Asst. Coach Bonus Pool	\$250.00/coach
3.3.3 SWAC Regular Season Champion	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.4 SWAC Tournament Champion or NCAA Invitation	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.5 SWAC Coach of the Year	\$2,500.00
Asst. Coach Bonus Pool	\$500.00/coach
3.3.6 Naismith Coach of the Year	\$10,000.00
Asst. Coach Bonus Pool	\$1,000.00/coach
3.3.7 NCAA First Round Win	\$10,000.00
Asst. Coach Bonus Pool	\$1,000.00/coach

3.3.8 NCAA Second Round Win Asst. Coach Bonus Pool	\$15,000.00 \$1,500.00/coach
3.3.9 NCAA Round of 16 Win Asst. Coach Bonus Pool	\$20,000.00 \$2,000.00/coach
3.3.10 NCAA Round of 8 Win Asst. Coach Bonus Pool	\$30,000.00 \$3,000.00/coach
3.3.11 NCAA Final Four Win Asst. Coach Bonus Pool	\$40,000.00 \$4,000.00/coach
3.3.12 NCAA Championship Asst. Coach Bonus Pool	\$50,000.00 \$5,000.00/coach
3.3.13 NIT Post Season Appearance Asst. Coach Bonus Pool	\$2,500.00 \$500.00/coach
3.3.14 NIT Post Season Win Asst. Coach Bonus Pool	\$2,500.00 \$500.00/coach
3.3.15 NIT Post Season Championship Asst. Coach Bonus Pool	\$10,000.00 \$500.00/coach
3.3.16 NCAA APR 985 or higher (1 year) Asst. Coach Bonus Pool or 2nd consecutive year and each consecutive year after) Asst. Coach Bonus Pool	\$2,500.00 \$500.00/coach   \$5,500.00 \$500.00/coach

3.4. All funding of incentive compensation payments is limited to auxiliary revenues generated through athletic department activities and private fundraising.

#### **4.0 Contracts for Broadcast and/or Telecast**

4.1 COACH may host a television/radio show to promote the Grambling State University Men's Basketball Team.

4.2 It is specifically agreed that in the filming or producing of such television shows, 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

4.2.1 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/radio show.

- 4.2.2 Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- 4.2.3 Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by University auditors.
- 4.2.4 The COACH agrees to protect, indemnify and save harmless the University from and against any 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 which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.
- 4.2.5 The COACH is an independent contractor during said television activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- 4.2.6 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 television/radio show.

## **5.0 Camps and Clinics**

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the 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 the University.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - 5.2.1 Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
  - 5.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - 5.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of

Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

5.2.3.1 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

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

5.2.4 The COACH's schedule to conduct such camps will be coordinated and established by COACH in consultation with the Director of Athletics.

5.3 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

5.4 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 which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.

5.4 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.

5.5 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 summer camps.

## **6.0 Employee Benefits**

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

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



- 7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of men's basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 7.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).
- 7.3 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than the University, COACH must report all such income or benefits to the president in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

## **8.0 Apparel, Equipment Endorsements**

- 8.1 The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel or equipment manufacturers. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Such contracts shall not conflict with any existing contractual obligations of the University.

## **9.0 Compliance with NCAA, Conference, University and Title IX and Misconduct Policy and Procedures**

- 9.1 COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to COACH. COACH shall promote an atmosphere of compliance within their program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the COACH.
- 9.2 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period

of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

- 9.3 COACH, shall promptly report to Grambling State 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.

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.

- 9.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 9.5 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.
- 9.6 COACH and the University acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual 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.

## 10.0 Basketball Staff

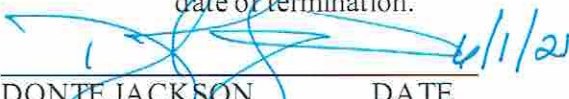
- 10.1 COACH shall have the authority to select unclassified men's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of men's basketball games and related activities, as long as such schedules are approved by the Athletic Director and complies with all University policies and procedures.


## 11.0 Termination

- 11.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.
- 11.2 In the event the University terminates this agreement without cause, COACH shall be entitled to the base annual salary that he would have earned for the remainder of the term of this agreement.
- 11.3 In the event COACH terminates this agreement without cause to become a men's basketball coach, COACH would be liable to the University for liquidated damages of 50% of the amount that he would have earned for the remainder of the term of this agreement. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this agreement for any other reason than becoming employed as a men's basketball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, COACH shall have no responsibility, obligation, or liability to the University.
- 11.4 COACH may be terminated by the Athletic Director at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violations or gross disregard of state or federal laws, NCAA Level I and II conduct or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder and failure to cure same if curable within ten (10) days of receipt of notice thereof; or behavior that brings the COACH into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The University shall have the sole authority to determine whether the COACH constitutes cause under this provision, although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the

university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months' notice of termination or six (6) months of his base annual salary in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days' notice or thirty days of his base annual salary pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.7 For purposes of clarity and avoidance of doubt, in the event COACH is terminated for any reason, COACH shall be entitled to be paid for all base annual salary, incentive compensation, and any and all other benefits earned as of the effective date of termination.

  
\_\_\_\_\_  
DONTE JACKSON                      DATE  
HEAD COACH

  
\_\_\_\_\_  
RICHARD J. GALLOT, JR.      DATE  
PRESIDENT

\_\_\_\_\_  
JAMES CARTER                      DATE  
CHAIRMAN BOARD OF SUPERVISORS  
UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
DR. JAMES HENDERSON      DATE  
PRESIDENT, UNIVERSITY OF  
LOUISIANA SYSTEM

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

**ATHLETIC COMMITTEE**

**June 24, 2021**

**Item F.2.**      **Grambling State University's** request for approval of a contract with Mr. Freddie Murray, Head Women's Basketball Coach, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2023, Coach's annual salary is \$130,000. In addition to the annual compensation, Coach shall be entitled to the following incentive compensation (all funding of incentive compensation payments is limited to auxiliary revenues generated through athletic department activities and private fundraising):

• Twenty wins in a season	\$1,000
• Win over Power 5 Conf. School	\$1,000
• SWAC Regular Season Champion	\$2,500
• SWAC Tournament Champion or NCAA Invitation	\$2,500
• SWAC Coach of the Year	\$2,500
• Naismith Coach of the Year	\$10,000
• NCAA First Round Win	\$10,000
• NCAA Second Round Win	\$15,000
• NCAA Round of 16 Win	\$20,000
• NCAA Round of 8 Win	\$30,000
• NCAA Final Four Win	\$40,000
• NCAA Championship	\$50,000
• NIT Post Season Appearance	\$2,500
• NIT Post Season Win	\$2,500
• NIT Post Season Championship	\$10,000
• NCAA APR 985 or higher (1 year)	\$2,500
• 2nd consecutive year and each consecutive year after	\$5,500

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary that he would have earned for the remainder of the term of the contract. In the event Coach terminates the contract to become a women's basketball coach, Coach would be liable to the University for liquidated damages of 50 percent of the amount that he would have earned for the remainder of the term of the contract.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract with Mr. Freddie Murray, Head Women's Basketball Coach, effective July 1, 2021.*



June 1, 2021

**MEMORANDUM TO THE BOARD OF SUPERVISORS  
OF THE UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF MEN'S & WOMEN'S  
BASKETBALL 2021 CONTRACT PROPOSALS**

Grambling State University requests the approval of the Men's and Women's Basketball contract proposals 2021.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Gallot", written over a horizontal line.

Richard J. "Rick" Gallot, Jr., JD  
President

RJG:ks

Attachment



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

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this **May 25, 2021** between Grambling State University and through its President, Richard Gallot Jr., JD and Freddie Murray (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling 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.

**1.0 Employment**

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head women's basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to women's basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling 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 Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.



## 2.0 Term

- 2.1 The term of this agreement is for a fixed period of twenty four months, commencing on the 1st day of July, 2021 and terminating without further notice to COACH on the 30th day of June 2023, unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Grambling State University.

## 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary rate of \$130,000 year for the term of this agreement, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 11.
- 3.3 Incentive Compensation: In addition to the annual compensation above Coach shall be entitled to the following incentive compensation.

3.3.1 Twenty wins in a season	\$1,000.00
Asst. Coach Bonus Pool	\$250.00/coach
3.3.2 Win over Power 5 Conf. School	\$1,000.00
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- 4.2 It is specifically agreed that in the filming or producing of such television shows, 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

- 4.2.1 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/radio show.
- 4.2.2 Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- 4.2.3 Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by University auditors.
- 4.2.4 The COACH agrees to protect, indemnify and save harmless the University from and against any 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 which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.
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- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the 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 the University.
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- 5.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
  - 5.2.3.1 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
  - 5.2.3.2 Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 5.2.4 The COACH's schedule to conduct such camps will be coordinated and established by COACH in consultation with the Director of Athletics.
- 5.3 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- 5.4 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 which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
- 5.4 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.

5.5 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 summer camps.

## **6.0 Employee Benefits**

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

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

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

7.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

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

## **8.0 Apparel, Equipment Endorsements**

8.1 The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel or equipment manufacturers. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Such contracts shall not conflict with any existing contractual obligations of the University.

**9.0 Compliance with NCAA, Conference, University and Title IX and Misconduct Policy and Procedures**

- 9.1 HEAD COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. HEAD COACH shall promote an atmosphere of compliance within their program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.
- 9.2 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).
- 9.3 COACH, shall promptly report to Grambling State 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.
- 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.
- 9.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs;

- 9.5 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.
- 9.6 COACH and the University acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual 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.

## **10.0 Basketball Staff**

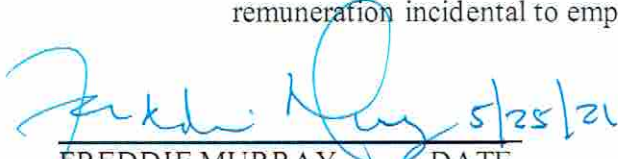
- 10.1 COACH shall have the authority to select unclassified women's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of women's basketball games and related activities, as long as such schedules are approved by the Athletic Director and complies with all University policies and procedures.

## **11.0 Termination**

- 11.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.
- 11.2 In the event the University terminates the contract, without cause, the COACH shall be entitled to the base salary that he would have earned for the remainder of the current fiscal year of the contract year.
- 11.3 In the event COACH terminates the Contract without cause to become a women's basketball coach, then, COACH would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the current fiscal year of the contract year. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as

a basketball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.

- 11.4 COACH may be terminated by the Athletic Director at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph, COACH will receive thirty days' notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

  
FREDDIE MURRAY      DATE  
HEAD COACH

  
RICHARD J. GALLOT, JR.      DATE  
PRESIDENT

\_\_\_\_\_  
JAMES CARTER      DATE  
CHAIRMAN BOARD OF SUPERVISORS  
UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
DR. JAMES HENDERSON      DATE  
PRESIDENT, UNIVERSITY OF  
LOUISIANA SYSTEM



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

**ATHLETIC COMMITTEE**

**June 24, 2021**

**Item F.3.**     **McNeese State University's** request for approval of a contract with Ms. Giorgia Pozzan, Head Women's Tennis Coach, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under this one-year agreement, through June 30, 2022, Coach will earn \$37,180 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. During the term, Coach shall have the opportunity to earn Bonus Compensation as follows:

- Tennis Incentives:
  - \$1,500 – Regular Season Championship
  - \$1,500 – Conference Tournament Championship
  - \$500 – Conference Coach of The Year
  
- Academic Incentives:
  - \$1,000 – 985 or higher single year APR

All Bonus Compensation for Tennis Incentives shall be paid on the last University payroll date of June, in the same calendar year following the events for which the Bonus Compensation for Tennis Incentives is earned.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary she would have earned from the date of termination to the contract end date.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Ms. Giorgia Pozzan, Head Women's Tennis Coach, effective July 1, 2021.*



F.3.

June 3, 2021

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Ms. Giorgia Pozzan, Head Women's Tennis Coach effective July 1, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 24, 2021 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

# McNEESE STATE UNIVERSITY

## HEAD WOMEN'S TENNIS COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

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

### 1.0 Employment

- 1.1 McNeese State University (the "University") does hereby employ COACH as **Head Women's Tennis Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Tennis which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

### 2.0 Term

- 2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the **1st day of July 2021**, and terminating without further notice to COACH on the **30th day of June 2022**.
- 2.2 After June 30, 2022, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

### 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$37,180**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 13 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.6 During the Term, COACH shall have the opportunity to earn Bonus Compensation as follows:

Tennis Incentives:

\$1,500 – Regular Season Championship

\$1,500 – Conference Tournament Championship

\$500 – Conference Coach of The Year

Academic Incentives:

\$1,000 – 985 or higher single year APR

All Bonus Compensation for Tennis Incentives shall be paid on the last University payroll date of June, in the same calendar year following the events for which the Bonus Compensation for Tennis Incentives is earned.

All Bonus Compensation for Academic Incentives shall be paid on the last University payroll date of June of the following Calendar year.

**4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University Tennis Team, with approval from the Athletic Director and Sport Supervisor.
- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
  - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
  - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
  - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
  - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - (f) The 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 radio or television show.
- 4.3 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

**5.0 Camps and Clinics**

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the 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 the University. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
  - (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
    - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
    - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

#### **6.0 Courtesy / Leased Vehicle Benefit**

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

#### **7.0 Employee Benefits**

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

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

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **Women's Tennis** camps and/or **Women's Tennis** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.
- 8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the PRESIDENT in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

#### **9.0 Apparel, Equipment Endorsements**

- 9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

#### **10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach 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). If

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

- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
- 10.4 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual 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

#### **11.0 Compliance with Local, State and Federal Laws**

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

#### **12.0 Women's Tennis Staff and Scheduling**

- 12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.
- 13.2 All scheduling must be reviewed and have final approval from the Director of Athletics and/or Sr. Associate AD for Finance.

#### **13.0 Termination**

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) 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.
- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Women's Tennis Coach** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.
- 13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.
  - (a) In the event the University terminates the contract, without cause, University shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by University and COACH, an amount equal to all remaining compensation, including, but not limited to Base Salary (including the University Foundation Premium) and Benefits that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term. Any lump sum payments shall be paid in lump sum on the date the payment would have been due and payable had the COACH remained employed until the expiration of the Term. In addition, University will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this

Agreement without cause, any compensation or Bonus 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 other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

13.4 In the event COACH terminates this Contract without cause to accept a position as a head or assistant tennis coach at a different University or Community College or other educational organization or any professional athletic organization, COACH or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages owed to McNeese State University because the costs the University will incur to search for and hire a new tennis head coach are difficult to determine. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by University within 90 days of termination. The amount of such reimbursements will be calculated as follows:

- If COACH terminates the contract between July 1, 2021 and June 30, 2022, University shall be entitled to receive 0% of base salary from that year (\$0), from COACH or from third party.

13.5 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: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

13.6 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women's Tennis Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

#### **14.0 Fundraising**

14.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

#### **15.0 Severability**

15.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.

#### **16.0 Force Majeure**

16.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

#### **17.0 Previous Agreements**

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

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

**WITNESSES:**

Cathy Devillier

Cathy Devillier

Jessica Pausson

Deb Kingrey

[Signature] Date 4/22/21

Georgia Pozzan, Head Women's Tennis Coach  
McNeese State University

[Signature] Date 4/22/21

Heath Schroyer, Director of Athletics  
McNeese State University

[Signature] Date 4/22/21

Dr. Wade Rouse, Vice President  
McNeese Foundation

[Signature] Date 4.22.21

Dr. Daryl V. Burckel, President  
McNeese State University

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

\_\_\_\_\_  
SECRETARY – Board of Supervisors



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

**ATHLETIC COMMITTEE**

**June 24, 2021**

**Item F.4.**     **McNeese State University's** request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women's Track Coach, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under this one-year agreement, through June 30, 2022, Coach will earn \$57,056 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. During the term, Coach shall have the opportunity to earn Bonus Compensation as follows:

- Track Incentives:
  - \$1,500 – Conference Championship
  - \$1,000 – 6 or more athletes advance to NCAA Regionals Meet
  - \$250 – Per athlete who advances to NCAA Championship Meet
  - \$500 – Conference Coach of The Year
  
- Academic Incentives:
  - \$1,000 – 985 or higher single year APR

All Bonus Compensation for Tennis Incentives shall be paid on the last University payroll date of June, in the same calendar year following the events for which the Bonus Compensation for Tennis Incentives is earned.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women's Track Coach, effective July 1, 2021.*



F.4.

June 3, 2021

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Mr. Brendon Gilroy, Head Men's and Women's Track Coach effective July 1, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 24, 2021 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

# McNEESE STATE UNIVERSITY

## HEAD MEN'S AND WOMEN'S TRACK COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

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

### 1.0 Employment

- 1.1 McNeese State University (the "University") does hereby employ COACH as **Head Men's And Women's Track Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Track which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

### 2.0 Term

- 2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the **1st day of July 2021**, and terminating without further notice to COACH on the **30th day of June 2022**.
- 2.2 After June 30, 2022, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

### 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$57,056**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 13 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.6 During the Term, COACH shall have the opportunity to earn Bonus Compensation as follows:

Track Incentives:

\$1,500 – Conference Championship

\$1000 – 6 or more athletes advance to NCAA Regionals Meet

\$250 – Per athlete which advances to NCAA Championship Meet

\$500 – Conference Coach of The Year

Academic Incentives:

\$1,000 – 985 or higher single year APR

All Bonus Compensation for **Track** Incentives shall be paid on the last University payroll date of June, in the same calendar year following the events for which the Bonus Compensation for **Track** Incentives is earned.

All Bonus Compensation for Academic Incentives shall be paid on the last University payroll date of June of the following Calendar year.

**4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University **Track** Team, with approval from the Athletic Director and Sport Supervisor.
- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
  - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
  - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
  - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
  - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - (f) The 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 radio or television show.
- 4.3 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

**5.0 Camps and Clinics**

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the 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 the University. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
  - (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
    - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;

3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
- (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

#### **6.0 Courtesy / Leased Vehicle Benefit**

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

#### **7.0 Employee Benefits**

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

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

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **Track** camps and/or **Track** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.
- 8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the PRESIDENT in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

#### **9.0 Apparel, Equipment Endorsements**

- 9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

#### **10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

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

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

10.4 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual 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

#### **11.0 Compliance with Local, State and Federal Laws**

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

#### **12.0 Track Staff and Scheduling**

12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

13.2 All scheduling must be reviewed and have final approval from the Director of Athletics and/or Sr. Associate AD for Finance.

#### **13.0 Termination**

13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) 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.

13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Men's/Women's Track Coach** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.

13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.

(a) In the event the University terminates the contract, without cause, University shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by University and COACH, an amount equal to all remaining compensation, including, but not limited to Base Salary (including the University Foundation Premium) and Benefits that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term. Any lump sum payments shall be paid in lump sum on the date the payment would have been due and payable had the COACH remained employed until the expiration of the Term. In addition,

University will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any compensation or Bonus 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 other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

13.4 In the event COACH terminates this Contract without cause to accept a position as a head or assistant **track** coach at a different University or Community College or other educational organization or any professional athletic organization, COACH or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages owed to McNeese State University because the costs the University will incur to search for and hire a new **Track** head coach are difficult to determine. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by University within 90 days of termination. The amount of such reimbursements will be calculated as follows:

- If COACH terminates the contract between July 1, 2021 and June 30, 2022, University shall be entitled to receive 0% of base salary from that year (\$0), from COACH or from third party.

13.5 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: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

13.6 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Men's and Women's Track Coach** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

#### **14.0 Fundraising**

14.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

#### **15.0 Severability**

15.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.

#### **16.0 Force Majeure**

16.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

#### **17.0 Previous Agreements**

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

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

WITNESSES:

Cathy Deville

Cathy Deville

Jessica Pous

Deb Kingrey

Brendon Gilroy

Brendon Gilroy, Head Men's and Women's Track Coach  
McNeese State University

Date 4/19/21

Heath Schroyer  
Heath Schroyer, Director of Athletics  
McNeese State University

Date 4/22/21

Wade Rouse  
Dr. Wade Rouse, Vice President  
McNeese Foundation

Date 4/22/21

Daryl V. Burckel  
Dr. Daryl V. Burckel, President  
McNeese State University

Date 4.22.21

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

\_\_\_\_\_  
SECRETARY - Board of Supervisors



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

**ATHLETIC COMMITTEE**

**June 24, 2021**

**Item F.5.**     **McNeese State University's** request for approval of a contract with Mr. James E. Landreneau, Head Women's Softball Coach, effective July 1, 2021.

**EXECUTIVE SUMMARY**

Under this agreement, through June 30, 2024, Coach will earn \$58,254 annually. In addition to the salary, the McNeese Foundation (Foundation) shall pay an annual premium benefit in the amount of \$16,746. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws.

During the contract term, Coach shall have the opportunity to earn Bonus Compensation as follows from the Foundation:

**Softball Incentives:**

- \$1,000 – Coach of the Year
- \$1,000 – Top 3 finish in Conference Regular Season
- \$1,500 – Regular Season Championship
- \$1,000 – Conference Tournament Championship Game Appearance
- \$3,000 – Conference Tournament Championship
- \$5,000 – Each NCAA Tournament Win
- \$10,000 – NCAA Regional Championship
- \$10,000 – NCAA Super Regional Championship

**Academic Incentives:**

- \$1,000 – 985 or higher single year APR

If the University terminates the agreement without cause, Coach shall be entitled to the remaining Base Salary (including the University Foundation Premium) he would have earned from the date of termination to the contract end date. The University shall be responsible for paying amounts due to Coach through June 30 of the fiscal year of termination. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Foundation.

In the event Coach terminates this contract without cause to accept a position as a head or assistant softball coach at a different University or Community College or other educational organization or any professional athletic organization, Coach or third party shall pay University the following amounts:

- If Coach terminates the contract between July 1, 2021 and January 31, 2022, University shall be entitled to receive 75% of base salary from that year (\$56,250), from Coach or from third party.
- If Coach terminates the contract between July 1, 2022 and January 31, 2023, University shall be entitled to receive 50% of base salary from that year (\$37,500), from Coach or from third party.
- If Coach terminates the contract between July 1, 2023 and January 31, 2024, University shall be entitled to receive 25% of base salary from that year (\$18,750), from Coach or from third party.
- If Coach terminates the contract between February 1, 2024 and January 31, 2025, University shall be entitled to receive 0% of base salary from that year (\$0), from Coach or from third party.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. James E. Landreneau, Head Women's Softball Coach, effective July 1, 2021.



F.5.

June 3, 2021

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Mr. James Landreneau, Head Softball Coach effective July 1, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 24, 2021 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

# McNEESE STATE UNIVERSITY

## HEAD SOFTBALL COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

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

### **1.0 Employment**

- 1.1 McNeese State University (the "University") does hereby employ COACH as **Head Softball Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Softball** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

### **2.0 Term**

- 2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the **1st day of July 2021**, and terminating without further notice to COACH on the **30th day of June 2024**, with the option of one (1) additional one (1) year extension, without re-negotiation, conditioned upon both the Coach, and the University agreeing in writing to either option to extend. The parties will mutually agree as to whether to exercise the option for the contract year beginning on July 1, 2024 and ending on June 30, 2025 no later than August 1, 2024.
- 2.2 After June 30, 2025, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

### **3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amounts below, payable on a monthly basis.
  1. July 1, 2021 to June 30, 2022 -- \$75,000
  2. July 1, 2022 to June 30, 2023 -- \$75,000
  3. July 1, 2023 to June 30, 2024 -- \$75,000
  4. July 1, 2024 to June 30, 2025 -- \$75,000
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 13 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.

- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.6 The above annual salary in 3.1 shall be comprised of a McNeese State University base salary amount of \$58,254 the remaining will be paid from the McNeese Foundation. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.
- 3.7 During the Term, COACH shall have the opportunity to earn Bonus Compensation paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

Softball Incentives:

- \$1,000 – Coach of the Year
- \$1,000 – Top 3 finish in Conference Regular Season
- \$1,500 – Regular Season Championship
- \$1,000 – Conference Tournament Championship Game Appearance
- \$3,000 – Conference Tournament Championship
- \$5,000 – Each NCAA Tournament Win
- \$10,000 – NCAA Regional Championship
- \$10,000 – NCAA Super Regional Championship

Academic Incentives:

- \$1,000 – 985 or higher single year APR

All Bonus Compensation for **Softball** Incentives shall be paid on the last University payroll date of June, in the same calendar year following the events for which the Bonus Compensation for **Softball** Incentives is earned.

All Bonus Compensation for Academic Incentives shall be paid on the last University payroll date of June of the following Calendar year.

#### **4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH may host a radio or television show to promote the McNeese State University **Softball** Team, with approval from the Athletic Director and Sport Supervisor.
- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
  - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
  - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
  - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
  - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
  - (f) The 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 radio or television show.
- 4.3 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

#### **5.0 Camps and Clinics**

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

## **6.0 Courtesy / Leased Vehicle Benefit**

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

## **7.0 Employee Benefits**

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

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

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **Softball** camps and/or **Softball** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

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

#### **9.0 Apparel, Equipment Endorsements**

- 9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

#### **10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach 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). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
- 10.4 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual 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

#### **11.0 Compliance with Local, State and Federal Laws**

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

#### **12.0 Softball Staff and Scheduling**

- 12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.
- 12.2 All scheduling must be reviewed and have final approval from the Director of Athletics and/or Sport Administrator.

#### **13.0 Termination**

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) 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.
- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Softball Coach** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or

for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 14.2 shall be due if termination is for just cause.

13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.

(a) In the event the University terminates the contract, without cause, University shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by University and COACH, an amount equal to all remaining compensation, including, but not limited to Base Salary (including the University Foundation Premium) and Benefits that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term. Any lump sum payments shall be paid in lump sum on the date the payment would have been due and payable had the COACH remained employed until the expiration of the Term. In addition, University will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any compensation or Bonus 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 other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.

13.4 In the event COACH terminates this Contract without cause to accept a position as a head or assistant **softball** coach at a different University or Community College or other educational organization or any professional athletic organization, COACH or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages owed to McNeese State University because the costs the University will incur to search for and hire a new **Softball** head coach are difficult to determine. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by University within 90 days of termination. The amount of such reimbursements will be calculated as follows:

- If COACH terminates the contract between July 1, 2021 and January 31, 2022, University shall be entitled to receive 75% of base salary from that year (\$56,250), from COACH or from third party.
- If COACH terminates the contract between July 1, 2022 and January 31, 2023, University shall be entitled to receive 50% of base salary from that year (\$37,500), from COACH or from third party.
- If COACH terminates the contract between July 1, 2023 and January 31, 2024, University shall be entitled to receive 25% of base salary from that year (\$18,750), from COACH or from third party.
- If COACH terminates the contract between February 1, 2024 and January 31, 2025, University shall be entitled to receive 0% of base salary from that year (\$0), from COACH or from third party.

13.5 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: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

13.6 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Softball Coach** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.



**14.0 Fundraising**

14.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

**15.0 Severability**

15.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.

**16.0 Force Majeure**

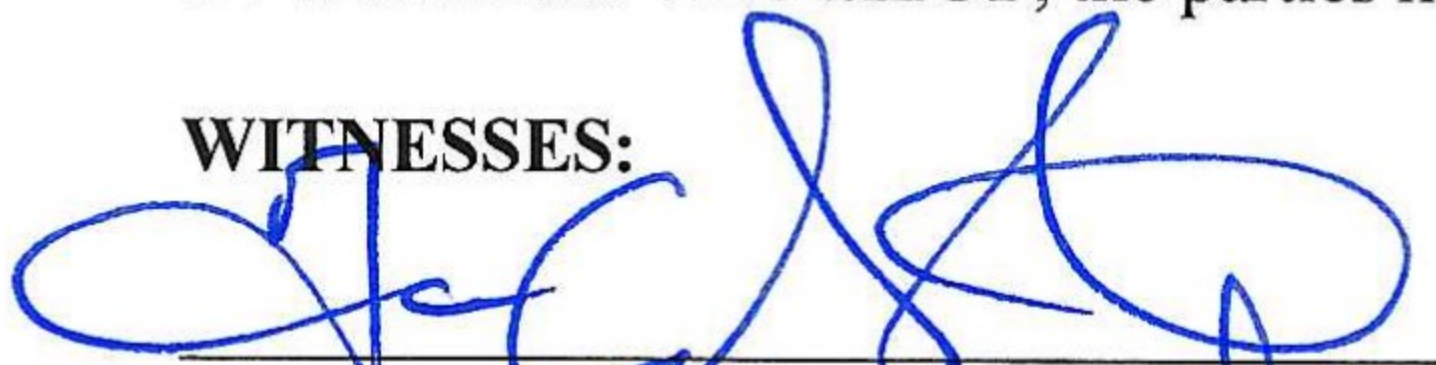

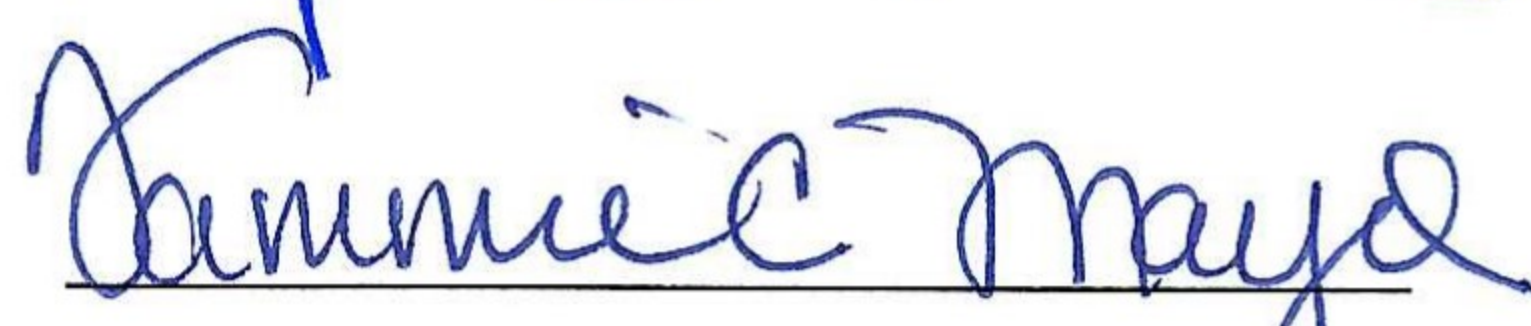

16.1 Neither party shall be considered in default performance of his or its obligations under this Contract if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

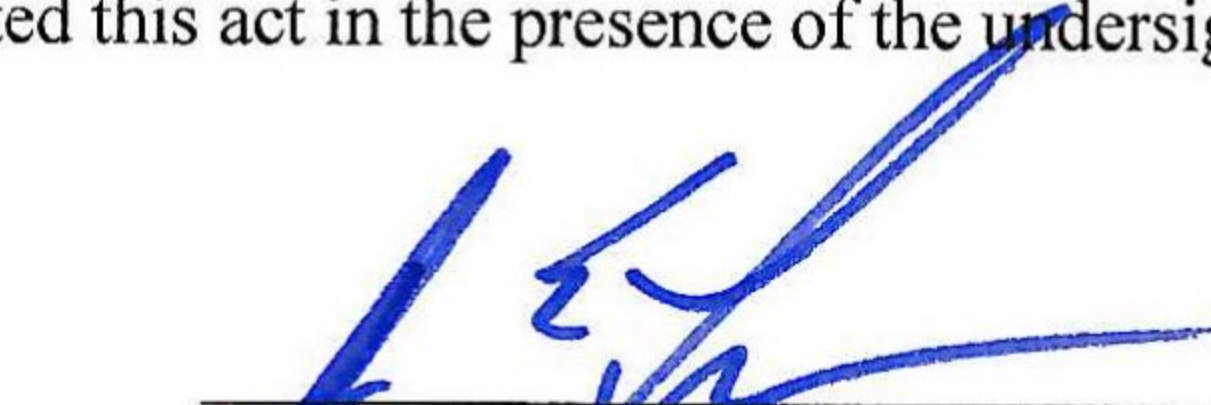
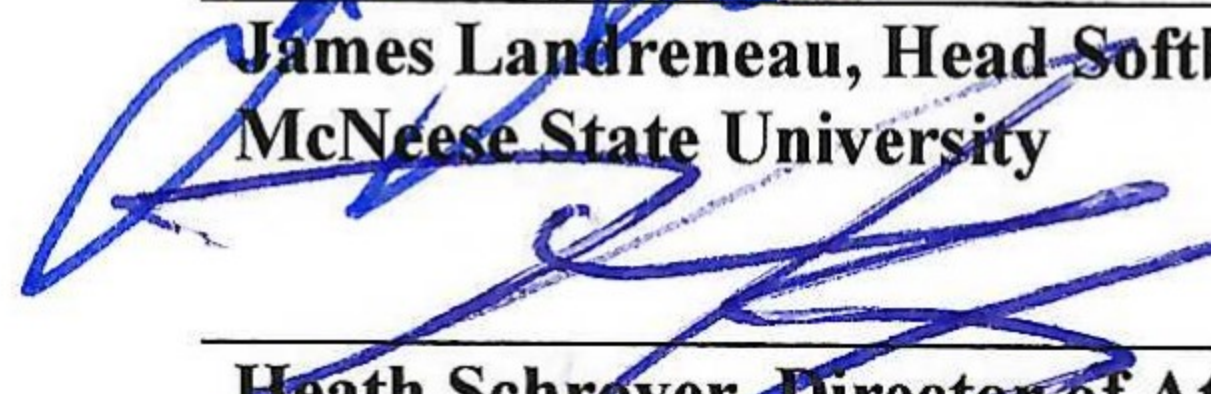

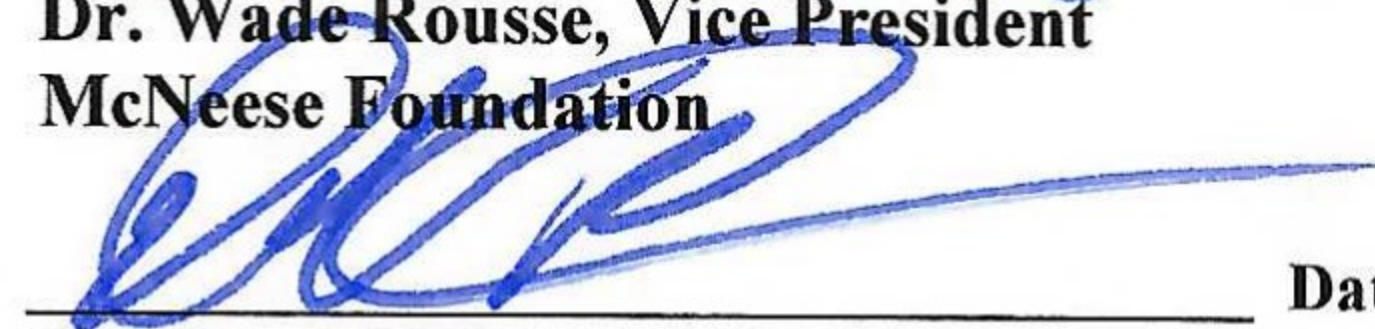
**17.0 Previous Agreements**

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

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

WITNESSES:

 Date 5/26/21  
**James Landreneau, Head Softball Coach**  
**McNeese State University**  
 Date 5/24/21  
**Heath Schroyer, Director of Athletics**  
**McNeese State University**  
 Date 5/26/21  
**Dr. Wade Rouse, Vice President**  
**McNeese Foundation**  
 Date 5.26.21  
**Dr. Daryl V. Burckel, President**  
**McNeese State University**

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

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**SECRETARY – Board of Supervisors**

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

**ATHLETIC COMMITTEE**

**June 24, 2021**

**Item F.6.**     **McNeese State University's** request for approval of a contract with Mr. Ronald Letson, Assistant Football Coach, effective June 1, 2021.

**EXECUTIVE SUMMARY**

Under this contract, through December 31, 2021, Coach will earn an annual base salary of \$75,000 from the University.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date. The parties agree that any amounts due beyond June 30 of the fiscal year when termination occurs will be funded solely by the McNeese State University Foundation athletic related accounts.

In the event Coach terminates this contract without cause between June 1, 2021 and September 30, 2021 to accept a position as the head or assistant football coach at a different University or Community College, or other educational organization or any professional athletic organization, the University shall be entitled to receive \$50,000 from Coach or from a third party.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Ronald Letson, Assistant Football Coach, effective June 1, 2021.



F.6.

June 3, 2021

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Mr. Ronald Letson, Assistant Football Coach effective June 1, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 24, 2021 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

# McNEESE STATE UNIVERSITY

## ASSISTANT FOOTBALL COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

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

### **1.0 Employment**

- 1.1 McNeese State University (the "University") does hereby employ COACH as **Assistant Football Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Football** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President, Athletics Director, and Head Coach.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Head Football Coach and shall confer with the Head Football Coach or the His designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President and Athletics Director.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Head Coach may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

### **2.0 Term**

- 2.1 The term of this contract is for a fixed period of seven (7) months, commencing on the **1st day of June 2021**, and terminating without further notice to COACH on the **31st day of December 2021**.
- 2.2 After December 31, 2021, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

### **3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$75,000**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 8 of this contract.
- 3.3 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.4 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
- 3.5 During the Term, COACH shall have the opportunity to earn Bonus Compensation paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement:

#### Football Incentives:

2% – of Salary for Conference Regular Season Championship and/or Tournament

2% – of Salary for Each Win in a NCAA Post Season Tournament

#### **4.0 Employee Benefits**

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

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

- 5.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **Football** camps and/or **Football** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.
- 5.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the PRESIDENT in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

#### **6.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

- 6.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach 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). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 6.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 6.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
- 6.4 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual 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

#### **7.0 Compliance with Local, State and Federal Laws**

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

#### **8.0 Termination**

- 8.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) 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.
- 8.2 COACH may be terminated by the Head Football Coach or Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of **Assistant Football Coach** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.
- 8.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.
- (a) In the event the University terminates the contract, without cause, University shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by University and COACH, an amount equal to all remaining compensation, including, but not limited to Base Salary and Benefits that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term. Any lump sum payments shall be paid in lump sum on the date the payment would have been due and payable had the COACH remained employed until the expiration of the Term. In addition, University will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any compensation or Bonus 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 other withholdings. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.
- 8.4 In the event COACH terminates this Contract without cause to accept a position as a head or assistant football coach at a different University or Community College or other educational organization or any professional athletic organization, COACH or third party shall pay University the following amounts which shall be deemed as agreed upon liquidated damages owed to McNeese State University because the costs the University will incur to search for and hire a new football assistant coach are difficult to determine. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by University within 90 days of termination. The amount of such reimbursements will be calculated as follows:
- If COACH terminates the contract between June 1, 2021 and September 30, 2021, University shall be entitled to receive Fifty Thousand Dollars (\$50,000), from COACH or from third party.
- 8.5 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: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.
- 8.6 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **Assistant Football Coach** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

**9.0 Severability**

9.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.

**10.0 Force Majeure**

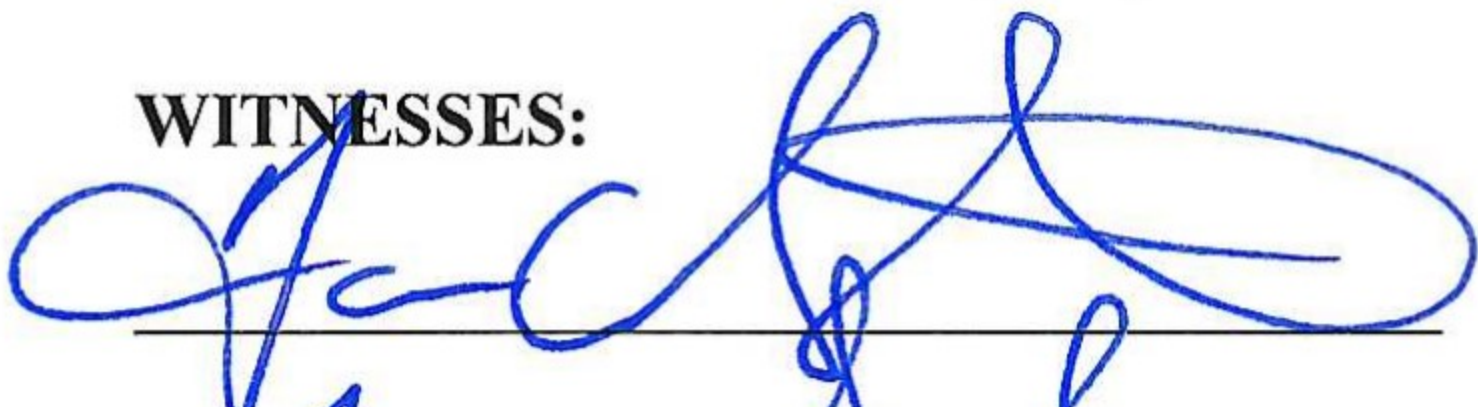
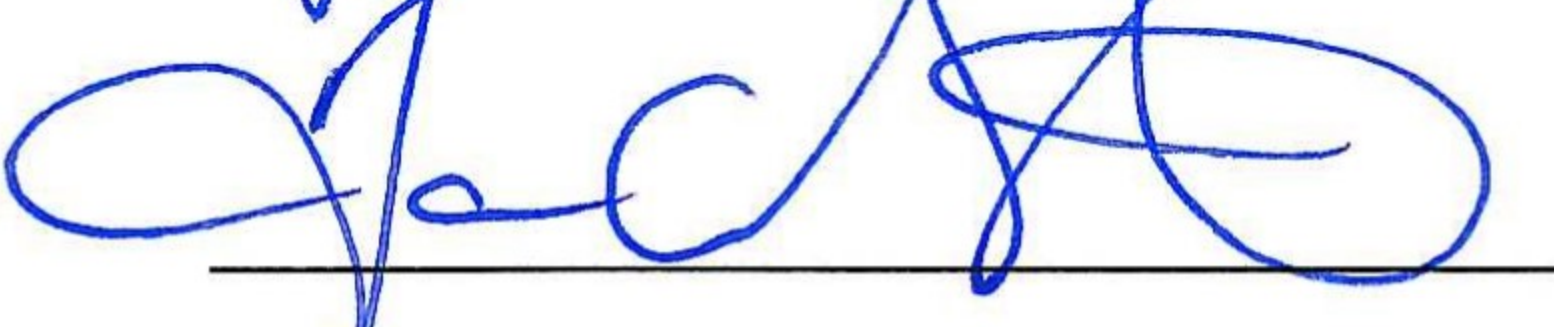
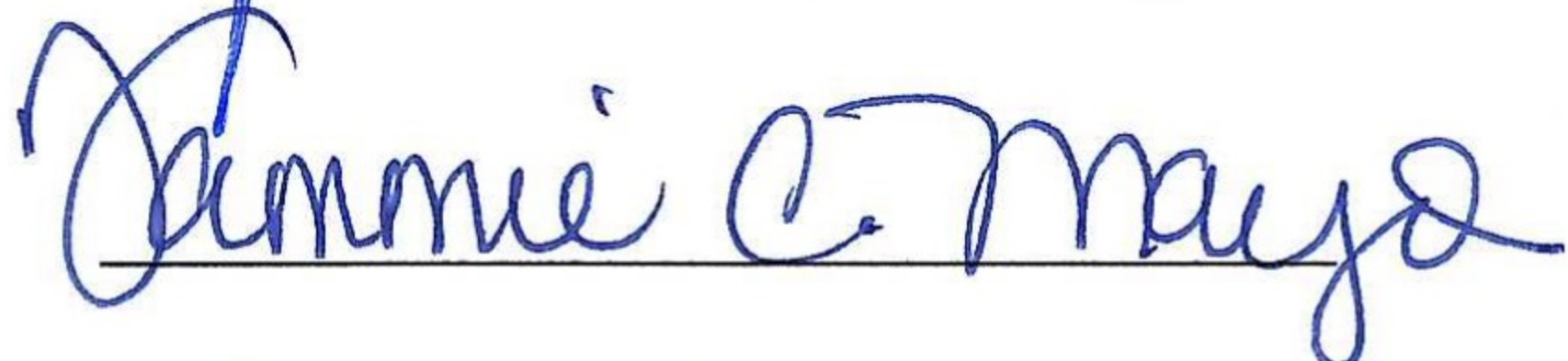

10.1 Neither party shall be considered in default performance of his or its obligations under this Contract if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

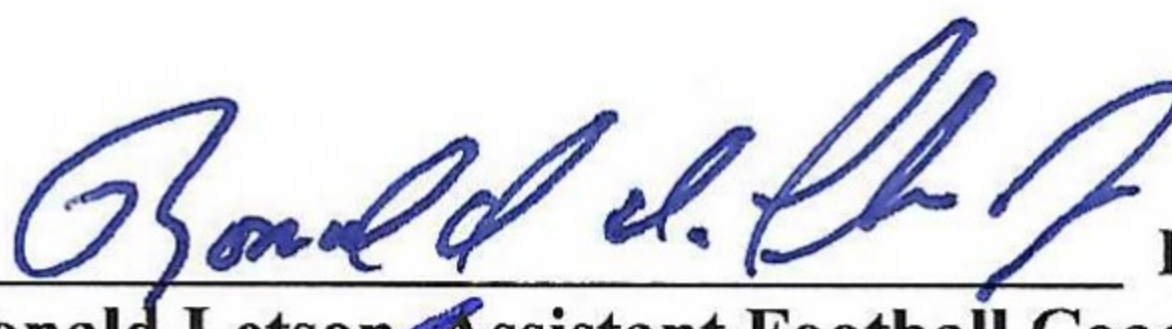
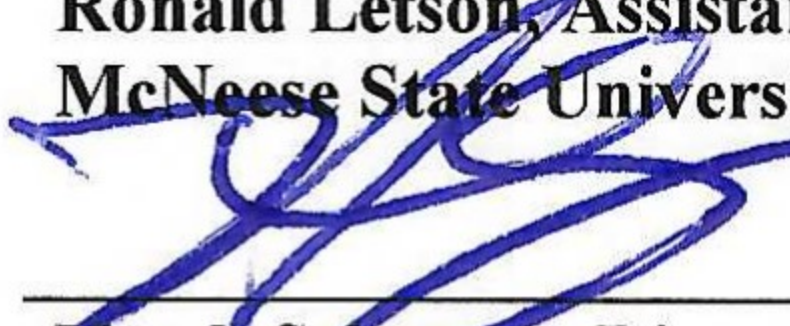


**11.0 Previous Agreements**

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

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

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

 Date 5/26/2021  
\_\_\_\_\_  
**Ronald Letson, Assistant Football Coach**  
**McNeese State University**  
 Date 5/24/21  
\_\_\_\_\_  
**Heath Schroyer, Director of Athletics**  
**McNeese State University**  
 Date 5/26/21  
\_\_\_\_\_  
**Dr. Wade Rouse, Vice President**  
**McNeese Foundation**  
 Date 5.26.21  
\_\_\_\_\_  
**Dr. Daryl V. Burckel, President**  
**McNeese State University**

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

\_\_\_\_\_  
**SECRETARY – Board of Supervisors**

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

**ATHLETIC COMMITTEE**

**June 24, 2021**

**Item F.7.**     **McNeese State University's** request for approval of a Cooperative Endeavor Agreement to have its athletic training services provided by Ochsner Clinic Foundation.

**EXECUTIVE SUMMARY**

McNeese State University is requesting approval of a Cooperative Endeavor Agreement (CEA) to have its athletic training services provided by Ochsner Clinic Foundation. The intent of the CEA is to promote the safety and well-being of McNeese State University student-athletes while minimizing expense to the University. Ochsner will employ and provide one Lead Athletic trainer, five Assistant Athletic Trainers, and four Athletic Trainer Interns. Ochsner will provide these athletic training services, at practices, games, and tournaments for Football, Men's Basketball, Women's Basketball, Baseball, Softball, Volleyball, Men's and Women's Cross Country, Men's and Women's Indoor and Outdoor Track & Field, Women's Soccer, and Women's Tennis.

The initial term of this CEA shall be for three years commencing on July 1, 2021 and ending on June 30, 2024. After the expiration of the initial term, this CEA may be renewed for additional one-year periods.

All professional personnel shall be registered and licensed in the State of Louisiana as athletic trainers. All athletic trainers employed or contracted by Ochsner will possess state license and/or national certification from the National Athletic Trainers Association Certification Commission.

There is no cost to McNeese for these services.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a Cooperative Endeavor Agreement to have its athletic training services provided by Ochsner Clinic Foundation.*





F.7.

June 3, 2021

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

Dear Dr. Henderson:

McNeese State University requests approval of a Cooperative Endeavor Agreement to have its athletic training services provided by Ochsner Clinic Foundation.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 24, 2021 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

**COOPERATIVE ENDEAVOR**  
**ATHLETIC TRAINING SERVICES AGREEMENT**

This Cooperative Endeavor Athletic Training Services Agreement (the "Agreement") is entered into this 1<sup>st</sup> day of July, 2021 by and between Ochsner Clinic Foundation, a Louisiana not-for-profit corporation, with its principal place of business at 1514 Jefferson Highway New Orleans, LA 70121 ("Ochsner") and McNeese State University, with its principal place of business at 4205 Ryan St. Lake Charles, LA 70605 ("School").

**RECITALS**

**WHEREAS**, School has identified a significant unmet need for athletic trainers and/or physicians ("Professional Personnel") to provide certain services to its student athletes while they are training for, and participating in, specified school sponsored athletic events;

**WHEREAS**, Ochsner employs or contracts with Professional Personnel who are qualified by virtue of training and experience to provide such services; and

**WHEREAS**, School has requested that Ochsner provide such athletic training services to School's athletes in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, School and Ochsner have determined that an exclusive arrangement is necessary to accomplish the objectives under this Agreement; and

**WHEREAS**, the Agreement is entered into by the parties under the authority of the Constitution and Laws of the State of Louisiana, including, but not limited to, Article VI, Section 20 and Article VII, Section 14 of the 1974 Louisiana Constitution and L.S.A.-R.S. 33:1321 et seq. ("The Local Service Laws").

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Ochsner and School agree as follows:

1. **OCHSNER'S OBLIGATIONS.** The following services provided by Ochsner to School shall be collectively referred to as the "Athletic Training Services":
  - 1.1. Provide Athletic Training Services to those athletes designated by School (the "Athletes") at certain sporting events as requested by School and as further set forth in **Exhibit A, "Sporting Events,"** attached hereto and made a part hereof (collectively, the "Sporting Events" and individually, a "Sporting Event"). School and Ochsner acknowledge and agree that School must provide Ochsner with a prior written request for Athletic Training Services to be provided at an upcoming Sporting Event. Athletic Training Services performed by the Professional Personnel may include the following:

- 1.1.1. Evaluation, treatment and assistance with prevention of injuries, including protective taping, padding, and basic first aid to injuries as deemed necessary by the appropriate Professional Personnel; and
    - 1.1.2. Accurate and up-to-date record keeping regarding injuries and correspondence with the appropriate physicians.
  - 1.2. Intentionally Omitted.
  - 1.3. Use reasonable efforts to develop a manual for training room procedures, injury reporting, medical records and physician referrals.
  - 1.4. Ochsner will provide the necessary supplies (including, but not limited to, protective tape, bandages, padding, and first aid supplies) and equipment for the training room(s) for day-to-day operations..
  - 1.5. Provide School and its Athletes with access to certain ImPACT neurocognitive testing software (“Software”) and post-concussion management resources that assist in the treatment of concussions and subsequent concussion recovery (“Program”). Both parties agree to provide or use the Software in compliance with the following terms and conditions:
    - 1.5.1 Athletes will participate in the Program unless Professional Personnel are provided with a waiver in the form of **Exhibit B, “Waiver,”** attached hereto and made a part hereof, stating that the Athlete does not have permission to participate in the Program.
    - 1.5.2 Any Athlete who sustains a concussion while participating in a Sporting Event shall have, in his or her sole discretion, or the sole discretion of his or her parent or guardian, the choice to seek follow-up medical treatment and concussion management from Ochsner or any other medical provider.
    - 1.5.3 Under no circumstances shall School, Ochsner, or any Professional Personnel, require any Athlete to seek medical treatment from an Ochsner healthcare provider or at an Ochsner facility including, medical treatment or post-concussion management for a concussion sustained while participating in a Sporting Event.

**2. SCHOOL’S OBLIGATIONS.** The School shall be responsible for the following:

- 2.1. Maintaining sole responsibility for determining the Athletes who are to receive the Athletic Training Services from the Professional Personnel in accordance with this Agreement.
- 2.2. Obtaining all necessary, appropriate and legal consent forms for Athletes to receive the Athletic Training Services.

- 2.3. Informing the Professional Personnel of any Athlete who has not consented to receiving the Program and/or who has waived participation in the Program by providing Professional Personnel with a signed waiver of participation in the Program, a form of which is attached hereto as **Exhibit B, "Waiver"**.
- 2.4. Providing and making available space and utilities, including but not limited to an available water supply, ice and equipment necessary for Professional Personnel to fulfill their duties under this Agreement, including adequate facilities for a training room and adequate access to a training room for all Athletes.
- 2.5. Intentionally Omitted.
- 2.6. Provide adequate office equipment for Professional Personnel, including access to wireless internet capabilities, for record keeping, insurance claims, various reports, referrals, and medical packets, which shall include a computer, printer, and locked file cabinet.
- 2.7. Work with Professional Personnel to promote projects consistent with the Athletic Training Services.
- 2.8. Intentionally Omitted.

### **3. COMPENSATION.**

- 3.1. The Athletic Training Services will be provided by Ochsner to School at no cost to School, as specifically set forth in **Exhibit C.**
- 3.2. School and Ochsner both acknowledge that this Agreement is for performance of Athletic Training Services and shall not be conditioned on the referral of patients. Ochsner and Professional Personnel will be responsible for posting and distributing those flyers found in **Exhibit D.**

### **4. TERM AND TERMINATION.**

- 4.1. The initial term of this Agreement shall be for three (3) year(s) commencing on the 1<sup>st</sup> day of July, 2021 (the "Initial Term"). After the expiration of the Initial Term (or any Renewal Term as defined herein), this Agreement may be renewed for additional one (1) year periods (each a "Renewal Term"; the Initial Term together with any Renewal Term may be referred to collectively as the "Term") upon the mutual written agreement of the parties. Either party may terminate this Agreement with or without cause, at any time, upon ninety (90) days advance written notice to the other party.
- 4.2. Termination of this Agreement shall not release or discharge any party from any obligation or liability which shall have previously accrued and remain to be performed upon the date of termination.

5. **QUALIFICATIONS.** The Professional Personnel shall be registered and licensed in the State of Louisiana as an athletic trainer. All athletic trainers employed or contracted by Ochsner will possess state license and/or national certification from the National Athletic Trainers Association Certification Commission.
6. **EXCLUSIVITY.** School agrees that this will be an exclusive arrangement with Ochsner as the School's sole provider of Athletic Training Services, as contemplated hereunder. School agrees that Ochsner and its Professional Personnel will be the sole and exclusive providers of all Athletic Training Services for School during the Term of this Agreement.
7. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that the relationship between Ochsner and School is, and shall be considered at all times, one of independent contractor. Nothing herein shall be construed to create a joint venture, partnership, agency, or similar relationship between Ochsner and School, and neither Ochsner nor School shall have the power to act for or bind the other. Neither School nor any employee of School shall be deemed an employee of Ochsner, and neither Ochsner nor any employee of Ochsner shall be deemed an employee of School. Each party shall have the sole responsibility to compensate its own employees, and Ochsner and School hereby each agree to indemnify and hold the other harmless from any and all claims, costs and/or liability suffered or incurred by a party in connection with any claims for compensation by the other party's employees related to the services rendered hereunder. The indemnification obligations set forth herein shall survive expiration or other termination of this Agreement.
8. **COMPLIANCE WITH LAWS.** The parties acknowledge that nothing in this Agreement is conditioned on any requirement of any party to make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. To the extent any of the terms and conditions of this section do not comply with regulations implementing the Omnibus Budget Reconciliation Act of 1993 amendments to 42 U.S.C. 1395 nn (the Stark II Legislation) or the Safe Harbor Regulations, Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 CFR Part 1001, promulgated under the Medicare/Medicaid Anti-Kickback Statute 42 U.S.C. 1320s-7b (b), such terms and conditions shall be void and unenforceable.
9. **INSURANCE.** Ochsner agrees to maintain professional liability insurance covering Professional Personnel providing services pursuant to this Agreement with minimum coverage limits of \$1,000,000 per claim/occurrence and \$3,000,000 in the aggregate, consistent with the qualifications of the Louisiana Medical Malpractice Act (LSA-R.S. 40: 1231.1 et seq.). Such coverage may be provided under a program of self-insurance. School will provide general liability insurance with minimum coverage limits of \$1,000,000.00 per claim/occurrence and \$3,000,000 in the aggregate and worker's compensation insurance for its employees and other staff employed by School at the appropriate statutory limits.
10. **OTHER SERVICES, FEES AND BILLING.** All medical, diagnostic, rehabilitation and surgical treatment or services that might be performed by Ochsner that are not covered by or part of this Agreement (the "Medical Services") will be billed and collected by Ochsner from

the Athlete or appropriate third-party payors, including, but not limited to, Medicare and Medicaid, and nothing in this Agreement shall be considered as requiring School to be responsible for any such Medical Services, unless otherwise agreed in writing. Ochsner will not charge Athletes for any Athletic Training Services rendered during a Sporting Event.

**11. RELEASE AND INDEMNIFICATION.** The School hereby agrees to defend, indemnify and hold Ochsner, its officers, directors, affiliates, agents, contractors and employees, including the Professional Personnel (collectively, the "Ochsner Group"), harmless from and against any claims, actions, liability and expenses (including attorneys' fees and court costs ("Claims")), whether actual or alleged, arising out of or related to this Agreement, except for Claims resulting from or arising out of Ochsner's or any member of the Ochsner Group's negligent acts or omissions. Ochsner shall retain the right to assume and direct the defense of any Claims for which Ochsner seeks coverage, except for claims caused by Ochsner or any member of the Ochsner Group's negligent acts or omissions. The School further agrees to indemnify and hold Ochsner and the Ochsner Group harmless from and against any Claim by the School, its employees, students, including Athletes, agents, subcontractors, or assigns, arising out of any Sporting Event and any services provided pursuant to this Agreement.

**12. SURVIVAL.** Notwithstanding termination of this Agreement for any reason, rights and obligations, which by the terms of this Agreement are intended to survive termination of the Agreement, shall remain in full force and effect.

**13. NON-SOLICITATION.** School acknowledges that Ochsner has invested considerable amounts of time and money into training its employees in the systems, procedures, and techniques and that such employees and Professional Personnel have access to valuable proprietary information of Ochsner; therefore, during the Term of this Agreement and for a period of one year after expiration or earlier termination, School agrees it will neither induce nor attempt to induce any Ochsner employee or Professional Personnel to terminate his or her employment or contractual relationship with Ochsner. The restriction set forth in the preceding statement will also apply to any hiring or contracting with any entity with which School is affiliated and which is located within Calcasieu Parish. The parties hereto acknowledge that the amount of damages sustained by Ochsner, in the event of a breach, would be difficult if not impossible to determine. It is therefore agreed that in the event School breaches this section of this Agreement, School agrees to pay Ochsner as liquidated damages an amount equal to the compensation paid to such employee or Professional Personnel by Ochsner during the last full month such individual was employed by Ochsner, multiplied by twelve (12). The restrictions set forth herein shall not apply to any Professional Personnel who was employed by School prior to the date Ochsner hired the Professional Personnel to work for Ochsner. The provisions of this Section shall be deemed continuing and shall survive the termination or expiration of this Agreement.

**14. MISCELLANEOUS PROVISIONS.**

14.1. All notices, requests, claims, demands and other communications given pursuant to this Agreement shall be in writing and shall be delivered by the parties to the

following addresses (or such other address for a party as shall be specified by like notice):

If to Ochsner:

Ochsner Clinic Foundation  
1514 Jefferson Highway  
New Orleans, LA 70121  
Attn: Sports Medicine

With a Copy To:

Ochsner Clinic Foundation  
Office of Legal Affairs  
1450 Poydras Street, Suite 2250  
New Orleans, LA 70112  
Attn: General Counsel

If to School:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Unless otherwise provided herein, notices may be given or delivered by: (i) depositing in the United States Mail, postage prepaid and registered or certified with return receipt requested, (ii) by hand-delivery, (iii) by express courier service for next business day delivery, or (iv) by FedEx or telecopy, the receipt of which is confirmed in writing. Notices deposited in the mail in the manner described above shall be effective 72 hours after such deposit, and notices hand-delivered or delivered by FedEx, telecopy or express courier shall be effective upon delivery.

- 14.2. Each party shall be excused for failures and delays in performance of its respective obligations described in this Agreement due to any cause beyond the control and without the fault of such party, including, without limitation, any act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, hurricane, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities.
- 14.3. The headings to the Sections have been inserted for convenience of reference only and shall not modify or restrict any provisions hereof or be used to construe any such provisions.
- 14.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, regardless of the laws that might otherwise govern under applicable conflicts of law rules.
- 14.5. Exclusive venue for all claims, disputes, and suits under this Agreement shall be in Calcasieu Parish, Louisiana.

- 14.6. This Agreement may be modified, amended or supplemented only by an instrument in writing signed by both parties.
- 14.7. The parties shall act at all times in good faith with respect to one another in connection with this Agreement and shall perform their respective duties and obligations set forth herein in good faith and in a timely manner.
- 14.8. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
- 14.9. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 14.10. This Agreement constitutes the entire agreement of the parties, and supersedes any prior agreements or understandings, both written and oral, among the parties with regard to the subject matter hereof. No provision of this Agreement is intended to confer upon any person other than the parties hereto any rights or remedies.
- 14.11. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law, or otherwise, by either party without the prior written consent of the other party, except that Ochsner retains the right to assign, without the consent of School, its rights, interests and obligations under this Agreement to an affiliate of Ochsner. Any purported assignment which does not comply with the foregoing shall be null and void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.
- 14.12. Both parties agree that all records, reports, documents and other material delivered or transmitted to Ochsner by School shall remain the property of School, and shall at School's request, be returned by Ochsner to School, at Ochsner's expense, at termination or expiration of this Agreement. All Ochsner records, reports, documents, data, or material obtained, prepared, collected or produced by Ochsner in connection with the performance of services contracted for herein shall remain the property of Ochsner. Ochsner shall have complete use and sole ownership of any de-identified data generated or collected by Ochsner in providing the services contemplated by this Agreement and may use such de-identified data in its sole discretion provided that any such use will not identify a School student athlete.
- 14.13. If there is a change in any law, regulation or rule, state or federal, which affects this Agreement or the activities of either party under this Agreement or any change in the judicial or administrative interpretation of any such law, regulation or rule and either party reasonably believes in good faith that the change will have a substantial



adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of 30 days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

14.14. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts shall together constitute one and the same Agreement.

**15. EQUAL OPPORTUNITY. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. School agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).**

*[Signature Page Follows]*

The parties have caused this Agreement to be duly executed by an authorized representative as of the date and year first above written.

**OCHSNER CLINIC FOUNDATION**

**MCNEESE STATE UNIVERSITY**

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

Name: Eric McMillen

Name: Daryl V Buechel

Title: CEO - BR Region Ochsner

Title: President

## EXHIBIT A

### SPORTING EVENTS

Ochsner will provide Professional Personnel to perform Athletic Training Services, at practices, games, tournaments and events for the sports listed below, as well as those additional School athletic events where Ochsner has received a prior written request from School asking for Athletic Training Services to be provided at a set location, during a set time on a set day ("Sporting Event").

Sports to be covered by Professional Personnel:

1. Football
2. Men's Basketball
3. Women's Basketball
4. Baseball
5. Softball
6. Volleyball
7. Men's and Women's Cross Country
8. Men's and Women's Indoor and Outdoor Track & Field
9. Women's Soccer
10. Women's Tennis

Ochsner may not be able to provide Professional Personnel in the event the Sporting Event occurs at a different location, time or date from what was set forth in the initial written request from School.

**EXHIBIT B**

**CONCUSSION MANAGEMENT  
PROGRAM STUDENT WAIVER**

My child, \_\_\_\_\_ (Name of Student), does not have my  
permission to participate in the Concussion Management Program at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(School Name). We acknowledge that we  
have seen the attached Concussion Management Program Fact Sheet and have chosen to  
decline participation in the Program for the academic year 20\_\_-20\_\_.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Parent or Legal Guardian's Name

Please complete all of the information requested below:

Name of Student:

\_\_\_\_\_

Address:

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Age: \_\_\_\_\_ Grade: \_\_\_\_\_

Mother's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

# CONCUSSION MANAGEMENT PROGRAM FACT SHEET

The Concussion Management Program is created for the protection of the students in participation in senior high school athletics, dance, cheerleading, and select clubs such as lacrosse and equestrian - henceforth for this program collectively known as "student athletes" - while performing their activities in which physical contact is a component of the sport. This program will provide strong framework by which safety of practicing and potential for head injury and subsequent concussion may be gauged.

The use of computerized neurocognitive testing to evaluate the concussed athlete with persistent symptoms affecting short-term memory, reaction time, problem solving, etc. has been found to be an extremely helpful tool allowing for more safe, expedient return of the student athlete to sports, decreasing the risk of prolonged concussion-related symptoms and development of post-concussion syndrome. As a proactive measure, the program began in 2010-2011 in Northshore schools and 2011- 2012 in Jefferson Parish. All student athletes are strongly encouraged to participate in the Concussion Management Program. It is in conjunction with Ochsner Pediatric & Adolescent Concussion Management Program which utilizes the ImPACT neurocognitive test ([www.impacttest.com](http://www.impacttest.com)). All the test results will be confidential and can only be reviewed by the assigned athletic trainer or a physician.

Enrollment in the program *does not* require a student athlete to seek medical treatment from an Ochsner healthcare provider or at an Ochsner facility for an injury sustained while participating in a school sponsored athletic event. A student athlete may seek medical treatment from his/her traditional healthcare provider or as insurance requires for any injury sustained while participating in a school sponsored athletic event including a concussion.

## ImPACT Neurocognitive Testing

At the forefront of proper concussion management is the implementation of baseline and/or post- injury neurocognitive testing. Such evaluation aims to objectively evaluate the concussed student athlete's post-injury cognitive status and help with tracking recovery for safe return to play, thus preventing the cumulative effects of concussion. ImPACT is a user friendly computer based testing program specifically designed for the management of sports-related concussion. ImPACT is currently the most widely utilized computerized program in the world and is implemented effectively across high school, collegiate and professional levels of sport participation. Features of the ImPACT include:

- Measures players symptoms
- Computer administered, web-based
- Assist physicians and athletic trainers in making difficult return to play decisions
- Provides reliable baseline test information
- Produces comprehensive report of test results
- Automatically stores data from repeat testing
- Measure attention, memory, processing speed and reaction time
- Reaction time measured to 1/100th of a second

## EXHIBIT C

### Compensation Schedule

Ochsner agrees, as part of its dedication to community outreach, to provide School with the Athletic Training Services at no cost to School. Ochsner will provide School with six (6) Professional Personnel, consisting of one (1) Lead Athletic Trainer and five (5) Assistant Athletic Trainers. Ochsner will also provide School with four (4) Athletic Trainer Interns. School understands and agrees that each Professional Personnel will provide up to forty (40) hours of Athletic Training Services per week. In the event School requires additional Professional Personnel on a part-time basis for a specific Sporting Event, School may request the additional Professional Personnel from Ochsner.

**EXHIBIT D**

**Freedom of Choice Flyers**

*[Flyers on following pages]*