

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

ATHLETIC COMMITTEE

June 24, 2021

Item F.17. University of Louisiana at Lafayette's request for approval of a contract with Dr. Bryan Maggard, Vice President for Intercollegiate Athletics (VPIA), effective July 1, 2021.

EXECUTIVE SUMMARY

Under the proposed five-year agreement effective through June 30, 2026, the VPIA's salary for each year is \$400,000 payable in equal monthly installment and increasing each year by 2.5%. In addition, the contract provides that the VPIA can receive annual merit raises as would any other University unclassified employee. The University of Louisiana at Lafayette Foundation will pay the following:

- VPIA shall be provided with the use of a vehicle provided by an automobile dealership or a car allowance in the amount of \$6,000 per year payable in monthly installments of \$500.
- VPIA shall be provided a membership to Oakbourne Country Club.
- VPIA shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences:
 - \$2,500: If the average of all teams meets or exceeds a 960 for the NCAA Academic Progress Rate (APR).
 - \$2,500: If the 6-year graduation rate for student-athletes meets or exceeds sixty percent (60%).
 - \$2,500: If the Graduation Success Rate for student-athletes meets or exceeds eighty-five percent (80%).
 - \$2,500: If at least 50% of student-athletes achieve an overall GPA of 3.0 or better. Overall GPA shall be determined annually over the academic year and shall include either the Fall or Spring semesters for each academic year.
 - \$2,500: If private giving to the Athletic Department meets or exceeds \$5,000,000, including signed pledge agreements, in-kind contributions, and cash, excluding pledge payments.
 - \$2,500: If the Athletic Department Annual Fund giving meets or exceeds \$2,500,000 each academic year, including signed pledge agreements and cash, excluding pledge payments.

- \$5,000: Per any University athletic team other than the football team that wins its Conference regular season or its Conference championship game.
 - \$2,500: If the Football Team wins its Conference division.
 - \$5,000: If the Football Team wins its Conference championship game.
 - \$2,500: If the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference.
 - \$2,500: If the Football Team wins a non-New Year's Six Bowl game affiliated with the Conference.
 - \$10,000: If the Football Team appears in a New Year's Six Bowl game.
 - \$5,000: If the Football Team achieves a Top 25 Final Ranking.
- University shall deposit \$125,000 to an interest-bearing annuity on VPIA's behalf at the end of each year of the contract term.

In the event VPIA is terminated without cause, VPIA shall receive liquidated damages equivalent to the base salary remaining to be paid under the unexpired term of this contract, as well as the supplemental compensation actually earned and accrued but unpaid and 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. Any balance due and owing shall be provided by the University of Louisiana at Lafayette Foundation.

If the VPIA terminates the contract in order to accept a commensurate position prior to the expiration of its term, VPIA shall be liable to the Foundation for a liquidated damages payment of \$50,000. The liquidated damages amount shall be reduced by 50% percent if Dr. E. Joseph Savoie is no longer serving as the University's President on the date of notice of termination.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Dr. Bryan Maggard, Vice President for Intercollegiate Athletics, effective July 1, 2021.*



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:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Dr. Bryan Maggard, Vice President for Intercollegiate Athletics.

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

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line and a loop.

E. Joseph Savoie
President

svc
Attachment

**CONTRACT OF EMPLOYMENT
VICE PRESIDENT FOR INTERCOLLEGIATE ATHLETICS**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

WITNESSETH

WHEREAS, University desires to utilize the services of Maggard as Vice President for Intercollegiate Athletics under the terms and conditions as set forth herein; and

WHEREAS, Maggard desires to provide his services as Vice President for Intercollegiate Athletics of University’s athletics program under the terms and conditions as set forth herein.

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

1. **Employment.** Subject to the conditions stated in the provisions of this Contract, University hereby employs Maggard as Vice President for Intercollegiate Athletics, and Maggard hereby agrees to and does accept the terms and conditions for said employment described herein.
2. **Term.** This Contract shall be effective as of the Effective Date and shall continue in effect for an initial term of five (5) years, expiring on June 30, 2026 (“Initial Term”), subject to the terms of this Contract. Thereafter, this Contract may be extended annually for successive one (1) year extensions in accordance with Section 12. This Contract shall automatically expire if Maggard dies or, if in conformance with applicable law, he is determined to be unable to perform his essential duties as described herein. After expiration of the Initial Term and any extensions thereof, this Contract is renewable solely at the option of University and subject to approval by Board; provided, however, that if University continues to accept Maggard’s services as Vice President for Intercollegiate Athletics after expiration of the aforesaid term without execution of a new agreement or an amendment to extend the term of this Contract, then Maggard’s employment as Vice President for Intercollegiate Athletics shall be on a month-to-month employment-at-will basis.
3. **Duties.** Maggard shall perform such duties as President may reasonably assign. Specifically, Maggard shall:

- a.** Report to University's President and shall be responsible for directing, managing, and supervising all personnel in the University's Athletic Department (the "Athletic Department") in an effective manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with Maggard.
- b.** Faithfully and conscientiously perform the duties of Vice President for Intercollegiate Athletics which are expressly assigned and/or inherent in such position.
- c.** Maintain the high moral and ethical standards commonly expected of Vice President for Intercollegiate Athletics as a highly visible representative of University by nonexclusively:

 - i.** Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii.** Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii.** Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv.** Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- d.** Devote such time and attention to the duties of Vice President for Intercollegiate Athletics as are required to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- e.** Provide leadership, supervision, and promotion of University's athletic programs.
- f.** Develop, direct, implement, participate in, and maintain a fundraising program with private donors, corporate sponsors, and others for the benefit of the Athletics Department and/or as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- g.** Be fully knowledgeable of and ensure the Athletics Department and Athletics Department's personnel abide by and comply with all current and future policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any extensions of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any extensions hereof.
- h.** Use his best efforts to ensure institutional control of the Athletics Department by developing, implementing, and maintaining a vigorous and effective program for

complying with and enforcing all applicable NCAA and Conference rules and regulations. In the event that Maggard has knowledge of, or has reasonable cause to believe, that violations of University, NCAA, or Conference policies, rules, regulations, or laws have taken place, Maggard shall inform the President as well as take all necessary measures to bring University in compliance, to report violations as required by NCAA and Conference, and to take action to prevent a reoccurrence of such violations.

- i.** Work in cooperation with and in support of the President, the faculty, and other administrative officials in meeting academic requirements for student-athletes as established by the President in consultation with Maggard.
- j.** Use his best efforts to ensure the financial and fiscal health and wellbeing of the Athletics Department, including the duty to direct all intercollegiate athletic activities, including but not limited to: management and supervision of staff, budget preparation and control, and other resources. Maggard shall make no financial commitments beyond those authorized in the annual budgets for which he is responsible. Maggard shall make no contractual commitments without prior written authorization of the President or his designee.
- k.** Use his best effort to ensure that student-athletes conduct themselves in a manner that will reflect a positive image for University at all times during their tenure as participants in University's athletic programs.
- l.** Provide leadership for public relations programs and develop campus and community support for the program.
- m.** Choose teams and schedule intercollegiate athletic games and direct means of travel to be employed by team members and coaching staff, hotel, food accommodations, and size and content of travel squad and party.
- n.** Use best efforts to achieve the goals as set out in the Strategic Plan developed in consultation with the President.
- o.** Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- p.** Provide an environment for admissions, financial aid, academic eligibility, and recruiting to be conducted properly. Maggard shall assist in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable NCAA and Conference rules.
- q.** Promote University's commitment to equal opportunity and affirmative action in personnel actions.
- r.** Require and use his best efforts to ensure that the activities and operations of the Athletics Department comply with all applicable state and federal laws and University policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with

Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws. Maggard shall have the duty and responsibility to staff the programs with individuals who strengthen the intercollegiate athletic programs within University's educational and ethical mission and standards.

- s. Be available for and participate in public services duties on behalf of University, including fundraising and academic promotions and to conduct himself in a manner that is consistent with the professional standards expected of the Vice President for Intercollegiate Athletics.
- t. Adhere to and carry out other directives and responsibilities as may be given by the President from time to time.

4. **Base Salary.** In consideration for the services of Maggard and satisfactory performance of the conditions of this Contract, University agrees to pay Maggard a total Base Salary of Four Hundred Thousand Dollars and NO/100 (\$400,000.00) payable in equal monthly installments. Maggard's Base Salary shall be subject to an annual upward adjustment of two-and-one-half (2.5%) percent. Such adjustment shall become effective commencing on the first anniversary of the Effective Date, and subsequent adjustments shall become effective on every successive anniversary of the Effective Date during the term. Maggard shall receive all other applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if these presents are specifically amended to incorporate same. Compensation shall be paid on a monthly basis on the last day of each month. It is agreed that the compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes.

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

6. **Additional Benefits.**

a. **Automobile Allowance.** Maggard shall be provided either the use of a vehicle by an automobile dealership or a car allowance in the amount of Six Thousand and No/100 (\$6,000) Dollars per year, paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00). Funds for these automobile benefits, if applicable, shall be paid by University through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, and, as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

b. **Travel Expenses.** The University shall reimburse Maggard for all reasonable travel expenses incurred by him, and when appropriate, his spouse, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Maggard's spouse shall be provided to Maggard's spouse directly from the Foundation from its Unrestricted Athletic Funds. Such reimbursement may only be authorized for the Maggard's spouse for purposes of University engagement and activities with

athletic supporters and alumni. Any such reimbursement pursuant to this Section 6(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee. Funds for reimbursement of Maggard's travel expenses shall be provided to the University from Foundation, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

- c. **Cell Phone Allowance.** Maggard shall be provided a cell phone allowance of Eighty Dollars and NO/100 (\$80.00) per month. Funds for the cell phone allowance shall be paid by University through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.
- d. **Oakbourne Membership.** During his employment as the Vice President of Intercollegiate Athletics, Maggard shall be provided a membership to Oakbourne Country Club. This membership and all monthly, or other internal dues and assessments of any kind will be provided directly by the Foundation from its Unrestricted Athletic Funds. All personal expense charges, such as meals, will be the responsibility of Maggard.

7. **Supplemental Compensation.** During his employment as Vice President of Intercollegiate Athletics, Maggard shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid by University through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose.

- a. **Academic Achievement.** During the term of this Contract and unless Maggard has been suspended or terminated, Maggard shall be entitled to supplemental compensation for the following events or occurrences each academic year:
 - i. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the average of all teams meets or exceeds a 960 for the NCAA Academic Progress Rate (APR).
 - ii. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the six (6) year graduation rate for student-athletes meets or exceeds sixty (60%) percent.
 - iii. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Graduation Success Rate for student-athletes meets or exceeds eighty (80%) percent.
 - iv. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if at least fifty (50%) percent of student-athletes achieve an overall GPA of 3.0 or better. Overall GPA shall be determined in either the Fall or Spring semester for each academic year.

b. Fundraising Achievement. In recognition of Maggard's fundraising efforts on behalf of the University and its Athletic Department, Maggard shall be entitled to supplemental compensation for the following events or occurrences each academic year:

- i.** Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if private giving to the Athletic Department meets or exceeds Five Million Dollars and NO/100 (\$5,000,000.00), including signed pledge agreements, in-kind contributions, and cash, excluding pledge payments.
- ii.** Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Athletic Department Annual Fund giving meets or exceeds Two Million Five Hundred Thousand Dollars and NO/100 (\$2,500,000.00), including signed pledge agreements and cash, excluding pledge payments.

c. Conference and Post-Season Achievement. During the term of this Contract and unless Maggard has been suspended or terminated, Maggard shall be entitled to supplemental compensation for the following events or occurrences each academic year:

- i.** Five Thousand Dollars and NO/100 (\$5,000.00) per any University athletic team other than the football team wins its Conference regular season or its Conference tournament championship game.
- ii.** Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Football Team wins its Conference division.
- iii.** Five Thousand Dollars and NO/100 (\$5,000.00) if the Football Team wins its Conference championship game.
- iv.** Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference.
- v.** Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Football Team wins a non-New Year's Six Bowl game affiliated with the Conference.
- vi.** Ten Thousand Dollars and NO/100 (\$10,000.00) if the Football Team appears in a New Year's Six Bowl game.
- vii.** Five Thousand Dollars and NO/100 (\$5,000.00) if the Football Team achieves a Top 25 Final Ranking.

8. Retention Incentive Payments.

a. On July 1, 2022, if this Contract is in effect on such date, and on July 1 of each subsequent year this Contract remains in effect, University shall deposit the sum of One Hundred Twenty-Five Thousand Dollars and NO/100 (\$125,000.00), from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used

at University's discretion in compliance with Foundation's exempt purpose, into an interest bearing annuity established by University. Notwithstanding the foregoing, in the event that University terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, Maggard shall also be entitled to a prorated payment according to the provisions of Section 8(e).

- b. Except as provided by Section 8(c), below, the total sum accrued in said annuity, including interest, shall become due and payable to Maggard upon his successful completion of the Initial Term and any extensions thereof. In the event the annuity becomes due and payable to Maggard, University agrees to work with Maggard in good faith to make reasonable efforts to transfer the annuity to Maggard in the most tax-beneficial manner possible to Maggard.
- c. Notwithstanding the provisions of Section 8(b), above, all funds existing in said annuity on July 1, 2023 and on July 1 of each subsequent odd numbered year this Contract remains in effect, shall be considered vested. Any and all vested funds shall be withdrawn and released to Maggard upon his request, provided this Contract has not been terminated prior to the applicable vesting date.
- d. In the event University terminates this Contract for cause or Maggard terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, University shall retain all unvested funds in said annuity and shall have no further obligation to Maggard under this Section 8.
- e. If University terminates the Contract without cause prior to the expiration of the Initial Term and any extension thereof, Maggard shall be entitled to all funds in said annuity as of the date of termination. In addition, University shall pay to Maggard, from funds provided to University from the Foundation's Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, a prorated payment for the portion of the year which Maggard remained in his position prior to said termination. Payment of said funds shall be in accordance with Section 13(a)(i).

9. Compliance with Law, Policy, and Regulations.

- a. Maggard agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Maggard shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Maggard's employment as Vice President for Intercollegiate Athletics, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Maggard understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation

and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Maggard hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

- 10. Endorsement/Personal Gain.** Maggard agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services and/or in no way use his employee standing as Vice President for Intercollegiate Athletics for personal benefit or gain without prior written approval from University consistent with Board and University policies. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consultation, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc.), or receiving a fee based upon any contracts and purchase of goods and services for the Athletics Department. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause. Maggard agrees that he shall not personally, or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from the President.
- 11. Outside Employment.** Maggard may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Maggard shall report annually in writing to President all athletically-related income he receives from sources outside University, and Maggard shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Maggard's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).
- 12. Evaluation.** The President shall evaluate Maggard annually prior to March 1 of each year. In the event that Maggard meets all annual performance targets, as determined in the sole discretion of the President, this Contract may be extended for an additional year for each year that Maggard meets said performance targets, only with the consent of Maggard. In the event that Maggard does not meet all annual performance targets, as determined in the sole discretion of the President, Maggard will be provided with such evaluation, in writing, no later than June 30 of that year.
- 13. Termination by University.**

 - a. Without Cause.**

 - i.** University may terminate this Contract without cause in the sole and absolute discretion of President after receiving approval of the President of the

University of Louisiana System. In such event, and in addition to any sums due pursuant to Section 8(e), above, Maggard shall receive liquidated damages equivalent to the Base Salary remaining to be paid under the unexpired term of this Contract. In addition, Maggard shall receive, no later than the last day of the month in which University exercises its right to terminate this Contract without cause, the Achievement 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. Neither University nor the Foundation shall have any other obligations to Maggard whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Maggard shall cease as of the date of termination.

- ii.** In the event of a termination described in Section 13(a)(i), Maggard shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Maggard may receive from any employer, including any business entity owned or controlled by Maggard or in which Maggard has an interest, as a result of employment as an athletic director or administrator, either at a college/university or with a professional sports organization (a "Commensurate Position"), regardless of whether Maggard receives such Gross Compensation personally or through any business entity. To affect any such offset required hereunder, Maggard shall issue payments to University in the amount of each Gross Compensation payment Maggard receives, within fourteen (14) days of Maggard's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.
- iii.** Within fourteen (14) days after accepting any Commensurate Position, Maggard shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Maggard shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Maggard shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year.

If Maggard breaches any of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Maggard with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Maggard fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.

- iv. Payment of the liquidated damages payment under this Section 13(a) shall constitute a full release of any claims Maggard might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Maggard shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Maggard's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University has the right to terminate this Contract for "just cause." In addition to failure to comply with this Contract, grounds for termination under this Section 13(b) also includes, but is not limited to:
 - 1. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Maggard's ability;
 - 2. Failure to comply with lawful directive from President or other insubordination;
 - 3. Serious or intentional violation by Maggard of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of President, reflects adversely upon University or presents a conflict of interest between University and Maggard;
 - 4. Condoning, failing to prevent, and/or failing to report any Athletic Department member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, that, in sole judgment of President, reflects adversely upon University or presents a conflict of interest between University and any Athletic Department member, provided Maggard knew or reasonably should have known of such violation;

5. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 6. Prolonged absence from University without University's consent;
 7. Poor performance evaluation by the President not corrected within a reasonable period of time, as determined by University, following notice to Maggard; and/or
 8. Failure to administer the Athletics Department in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section 13(b), Maggard shall not be entitled to receive any compensation or any other amount from University or the Foundation beyond the termination date.
 - iii. Maggard and University acknowledge that it is not the desire or the intention of University that Maggard's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Maggard, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Maggard with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Maggard agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

14. Termination by Maggard. Maggard recognizes his promise to work for University for the entire term of this Contract is the essence of this Contract. Maggard also recognizes University's highly valuable investment in Maggard's continued employment would be lost if Maggard resigns or otherwise terminates his employment with University prior to the expiration of this Contract. Accordingly, should Maggard accept a Commensurate Position and terminate this Contract:

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Maggard shall cease as of the date of termination.
- b. Maggard shall pay to University within sixty (60) days of the effective date of termination a liquidated damages payment of Fifty Thousand Dollars and NO/100 (\$50,000.00) to be paid under this Contract if such termination occurs after July 1, 2023.

- c. The liquidated damages amount set forth in Section 14(b) above shall be reduced by fifty (50%) percent if Dr. E. Joseph Savoie is no longer serving as the University's President on the date of notice of termination

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

- a. Maggard shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Maggard is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant Section 13(b) of this Contract for any determined violation by Maggard for failure to report a Known Violation.

16. Morality Clauses.

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

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

continued employment for Maggard at University whether as Vice President for Intercollegiate Athletics or in any other employment capacity.

18. Termination of Previous Contract. Upon the Effective Date of this Contract, the Contract for Employment Director of Athletics made effective March 1, 2017 between the parties is terminated and shall have no further force or legal effect.

19. Miscellaneous.

- a. Maggard shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Maggard reasonably believes has adversely affected the terms and/or conditions of Maggard's employment, including a termination by University pursuant to Section 13(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Maggard agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Maggard shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.

- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. Maggard acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

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

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

Maggard:
Dr. Bryan Maggard
201 Reinhardt Dr.
Lafayette, LA 70506

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

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

Dr. Bryan Maggard

DocuSigned by:
Joe Savoie
1405E1487C93461...

DocuSigned by:
Bryan Maggard
F2D75F3BA7C84D2...

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

6/9/2021

6/5/2021

Date

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
VICE PRESIDENT FOR INTERCOLLEGIATE ATHLETICS**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Maggard for the position of Vice President for Intercollegiate Athletics. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6, 7, 8, and 13 of the Contract for Employment for Vice President for Intercollegiate Athletics (“Contract”) between University and Maggard. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 6, 7, 8, and 13 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2021.

DocuSigned by: 6/9/2021
Joe Savoie
1405E1487C93461...
Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by: 6/5/2021
Bryan Maggard
F2D75F3BA7C84D2...
Dr. Bryan Maggard Date

DocuSigned by: 6/6/2021
Joe Giglio
7A02B7BEB1AC469...
University of Louisiana at Lafayette Date
Foundation
By: Joe Giglio, Chairman

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

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

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

ATHLETIC COMMITTEE

June 24, 2021

Item F.18. University of Louisiana at Lafayette's request for approval of a Third Amendment and Restated Contract with Mr. William Napier, Head Football Coach, effective July 1, 2021.

EXECUTIVE SUMMARY

Under the proposed agreement effective through December 31, 2025, Coach's salary for each year is \$400,000. The contract also provides that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay Coach a Contingent Premium Benefit of \$1,600,000 for his role in the promotion and production of the University's football program through radio and television programs.

In addition, the University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- \$25,000 per semester if team earns a GPA of 3.0 and above *and* the team academic performance report (APR) is above 930.
- \$100,000 if team appears in a New Year's Six Bowl game which is not a College Football Playoff semifinal game *or* \$200,000 if team appears in a College Football Playoff game.
- \$50,000 if Coach is named Associated Press Coach of the Year Award, the National Sportswriters Association Paul "Bear" Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award *or* the Bobby Dodd Coach of the Year Award.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 60% of the Base Salary remaining to be paid under the otherwise unexpired term of this contract, and 60% of the Contingent Premium Benefit remaining to be paid under the otherwise unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation.

If the Coach terminates the contract prior to the expiration of its term, Coach shall be liable to the Foundation for liquidated damages as follows:

- \$750,000 if such termination occurs after May 1, 2021, but on or before June 30, 2021;
- \$3,000,000 if such termination occurs after June 30, 2021, but on or before December 31, 2021.
- \$2,000,000 if such termination occurs after December 31, 2021, but on or before December 31, 2022.
- \$2,000,000 if such termination occurs after December 31, 2022, but on or before December 31, 2023.
- \$1,000,000 if such termination occurs after December 31, 2023, but on or before December 31, 2024.
- Such liquidated damages shall be reduced by 50% if Dr. Bryan Maggard is no longer serving as the University's Vice President for Intercollegiate Athletics on the date of notice of termination.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. William Napier, Head Football Coach, effective July 1, 2021.*



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:

This is a request for approval of Mr. William H. Napier's, Head Football Coach, third amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**THIRD AMENDMENT AND RESTATED CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

WITNESSETH

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

WHEREAS, University and Coach entered into a First Amendment and Restated Contract for Employment effective August 22, 2019 (the “First Restated Contract”) and a Second Amendment and Restated Contract for Employment effective January 1, 2020 (the “Second Restated Contract”) (collectively, the “Previous Restated Contracts”);

WHEREAS, Coach has further successfully met the performance targets referenced in Section 17 of the Previous Restated Contracts, and the parties to the Previous Restated Contracts mutually desire make additional amendments to the Second Restated Contract; and

WHEREAS, the parties have agreed to amend, supplement, and restate the Second Restated Contract.

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

1. **Employment.** University hereby employs Coach as Head Coach of its Football program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Vice President for Intercollegiate Athletics. Coach shall also be under the general supervision of President.

2. Term.

- a. **Initial Term.** This Third Restated Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect for an initial term ending on December 31, 2025 ("Initial Term").
- b. **Renewal.** This Third Restated Contract is renewable for one (1) additional year solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services as Head Football Coach without execution of a new contract or an amendment to extend the term of this Third Restated Contract, Coach's employment as Head Football Coach shall be on a month-to-month employment-at-will basis.

3. Duties and Responsibilities. Coach shall manage and supervise the Football Program and shall perform such other duties in the University athletic program as Vice President for Intercollegiate Athletics may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Head Football Coach which are expressly assigned and/or inherent in such position.
- b. Lead, direct, manage, promote, and supervise the Football Program and its personnel in an effective manner to achieve the goals and objectives for the Football Program as established by Vice President for Intercollegiate Athletics in consultation with Coach.
- c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Football Coach.
- d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- e. Staff the Football Program with individuals who strengthen and promote University's educational and ethical mission and standards.

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

the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
 - o. Adhere to and carry out other employment-related directives and responsibilities as may be reasonably given by Vice President for Intercollegiate Athletics and/or President from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Third Restated Contract, University agrees to pay Coach an annual base salary ("Base Salary") of Four Hundred Thousand Dollars and NO/100 (\$400,000.00), payable in equal monthly installments of Thirty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$33,333.33) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Third Restated Contract was amended to incorporate same.
5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Football Tickets.** University shall provide Coach up to twenty-five (25) tickets per home Football game for personal use.
7. **Additional Benefits.** University shall also pay to Coach the following additional benefits:
- a. **Automobile Allowance.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00);
 - b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and his spouse when appropriate, in performing his duties under this Third Restated Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse directly from the Foundation from its Unrestricted Athletic Funds. Such reimbursement may only be authorized for the Coach's spouse for purposes of University engagement and activities with athletic supporters and alumni. Any such reimbursement pursuant to this Section 7(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee; and
 - c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

8. Contingent Premium Benefit.

- a. In addition to the Base Salary, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, supplemental compensation in the following amount:
 - i. One Million Six Hundred Thousand Dollars and NO/100 (\$1,600,000.00) annually, prorated for the first partial year, to be paid in equal monthly installments of One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$133,333.33).
 - ii. Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the football season including game broadcasts or telecasts, pre-game and post-game shows, and coach's shows (collectively, "Broadcasts"). However, these payments are not precluded if the University elects to discontinue or terminate any Broadcast(s) during the football season.
- b. The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head football coaches in the promotion and production of similar programs at other NCAA Division I FBS institutions. Any efforts requested of Coach by University with respect to promotion and production of Broadcasts shall not unreasonably interfere with his primary duties as Head Football Coach.
- c. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with other parties to produce and market the Broadcasts. Contracts for all Broadcasts shall be between University and the entity producing such Broadcasts ("Producer"). Rights in and to these Broadcasts shall not be considered the property of Coach.
- d. University shall have the exclusive right to contract with Broadcast sponsors for commercial endorsements by Coach both during any Broadcast and at all other times. Coach shall not unreasonably refuse any requests by University or Producer to personally contact existing or potential sponsors to generate or increase advertising revenues, or to participate in any commercial endorsements to promote Broadcasts, provided that any such requests shall not unreasonably interfere with Coach's primary duties as Head Football Coach.
- e. Except routine news media interviews for which no compensation is received, Coach shall not appear on any television, radio, or other media broadcast or advertisement without the prior written approval of Vice President for Intercollegiate Athletics, which shall not be unreasonably withheld.

9. Achievement Compensation.

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Football Coach, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements, with such amounts payable to Coach within thirty (30) days following such achievement(s):
- i. **Academic Achievement Compensation.** A payment of Twenty-Five Thousand Dollars (\$25,000.00) upon the happening of the following event which occurs earliest in any year of this Third Restated Contract, if at all, provided that University has been notified that the Football Team's cumulative Academic Performance Report (APR) average is above 930:
 1. The Football Team earns an academic grade point average of 3.0 or above during the spring semester of any year of this Third Restated Contract as reported to the Conference; or
 2. The Football Team earns an academic grade point average of 3.0 or above during the fall semester of any year of this Third Restated Contract as reported to the Conference.
 - ii. **Post-Season Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i), Coach shall receive per football season:
 1. One Hundred Thousand Dollars and NO/100 (\$100,000.00) if the Football team appears in a New Year's Six Bowl game which is not a College Football Playoff game; or
 2. Two Hundred Thousand Dollars and NO/100 (\$200,000.00) if the Football team appears in a College Football Playoff game.
 - iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 9(a)(i-ii), Coach shall receive Fifty Thousand Dollars and NO/100 (\$50,000.00) if Coach is named the recipient of the Associated Press Coach of the Year Award, the National Sportswriters Association Paul "Bear" Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award *or* the Bobby Dodd Coach of the Year Award. Only one such payment shall be due under this Section 9(a)(iii) even if Coach is named the recipient of more than one award set forth herein.
- b. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated the Coach's employment as Head Football coach for cause.

- c. Coach shall have the discretion to allot Coach's Achievement Compensation amounts to Assistant Football Coaches or other Football Staff as Coach deems appropriate.

10. Football Staff. University will allow Coach to select and retain, subject to the approval of Vice President for Intercollegiate Athletics, President, and the Board, the Assistant Football Coaches, Quality Control Assistants, Strength and Conditioning Coaches, Chief of Staff, and Football Support Personnel (collectively, "Football Staff") as follows:

- a. **Assistant Football Coaches.** Coach may select and retain as many as ten (10) full-time, paid Assistant Football Coaches designated to perform coaching duties, to be compensated as follows:

- i. **Assistant Football Coach Salary Pool.** University shall provide an Assistant Football Coach salary pool of no less than Two Million Five Hundred Thousand and NO/100 (\$2,500,000.00) annually for the ten (10) full-time Assistant Football Coaches. The amounts paid to each individual Assistant Football Coach will be determined by the Coach, subject to the approval of the President.

- ii. **Assistant Football Coaches, Head Strength and Conditioning Coach, and Chief of Staff Achievement Compensation.** University acknowledges the Assistant Football Coaches, Head Strength and Conditioning Coach, and the Chief of Staff will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay each Assistant Football Coach, the Head Strength and Conditioning Coach, and the Chief of Staff, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

- 1. **Post-Season Achievement Compensation.** Each Assistant Football Coach, the Head Strength and Conditioning Coach, and the Chief of Staff shall receive an Achievement Compensation payment in the greater of:

- a. Twenty five percent (25%) of one (1) monthly installment of the individual's then-current annual base salary if the Football Team appears in a non-New Year's Six Bowl game following a season in which the Football Team wins at least seven (7) regular season games, provided that the Assistant Football Coach coaches the Football Team in such Bowl game, or, in the case of the Head Strength and Conditioning Coach and Chief of Staff, assists in preparing the Football Team to play in such Bowl game; or
 - b. One (1) monthly installment of the individual's then-current annual base salary if the Football Team appears in a New Year's Six Bowl game, provided that the Assistant Football Coach coaches the Football Team in such Bowl game, or, in the case

of the Head Strength and Conditioning Coach and Chief of Staff, assists in preparing the Football Team to play in such Bowl game.

2. **Conference Achievement Compensation.** In addition to the payment set forth in Section 10(a)(ii)(1), each Assistant Football Coach, the Head Strength and Conditioning Coach, and the Chief of Staff shall receive an Achievement Compensation payment in the greater of:
 - a. An amount equal to seven-and-a-half (7.5%) percent of one (1) monthly installment of the individual's base salary if Football Team wins its Conference division; or
 - b. An amount equal to fifteen (15%) percent of one (1) monthly installment of the individual's base salary if Football Team wins its Conference championship game.
 3. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 10(a)(ii)(1)-(2), each Assistant Football Coach, the Head Strength and Conditioning Coach, and Chief of Staff shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
 4. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 10(a)(ii)(1)-(3), each Assistant Football Coach, the Head Strength and Conditioning Coach, and Chief of Staff shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.
- b. **Football Support Personnel and Chief of Staff.** Coach may select and retain the following Football Support Personnel: one (1) Director of On-Campus Recruiting, one (1) Director of Football and Recruiting Logistics, one (1) Director of Player Personnel, one (1) Assistant Director of Football and Recruiting Logistics, one (1) Director of Sports Medicine, one (1) Director of Sports Nutrition, and one (1) Chief of Staff. The Director of On-Campus Recruiting, Director of Football and Recruiting Logistics, Director of Player Personnel, Assistant Director of Football and Recruiting Logistics, Director of Sports Medicine, and Director of Sports Nutrition shall be collectively referred to as "Football Support Personnel".
- i. **Football Support Personnel and Chief of Staff Salary Pool.** University shall provide a Football Support Personnel and Chief of Staff salary pool of no less than Five Hundred Ten Thousand Dollars and No/100 (\$510,000.00) annually. The amounts paid to each individual Football Support Personnel and Chief of Staff will be determined by the Coach, subject to the approval of the President.
 - ii. **Football Support Personnel Achievement Compensation.** University acknowledges Football Support Personnel will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such

contributions, University shall pay each individual Football Support Personnel, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

1. **Post-Season Achievement Compensation.** Each Football Support Personnel shall receive an Achievement Compensation payment in the greater of:
 - a. Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team appears in a non-New Year's Six Bowl game; or
 - b. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if the Football Team appears in a New Year's Six Bowl game.
2. **Conference Achievement Compensation.** In addition to the payment set forth in Section 10(b)(ii)(1), each individual Football Support Personnel shall receive an Achievement Compensation payment of One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if Football Team wins its Conference division.
 - iii. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 10(b)(ii)(1)-(2), each individual Football Support Personnel shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- c. Notwithstanding the language contained in Section 10(b) above, Coach shall have the discretion to allot such Achievement Compensation to the Football Support Personnel as Coach deems appropriate. At no time shall the Achievement Compensation amounts deemed appropriate by Coach be greater than the amounts listed per achievement in Section 10(b) above.
- d. **Strength and Conditioning Coaches Salary Pool.** Head Strength and Conditioning Coach, two (2) Assistant Strength and Conditioning coaches, and one (1) Strength and Conditioning intern annually. University shall provide a Strength and Conditioning salary pool of no less than Four Hundred Eighty-Five Thousand Dollars and No/100 (\$485,000.00) annually. The amounts paid to each individual Strength and Conditioning Coach will be determined by the Coach, subject to the approval of the President.
- e. **Quality Control Assistants Salary Pool.** Coach may engage as many as eleven (11) Quality Control Assistants. University shall provide Two Hundred Twenty-Five Thousand Dollars and NO/100 (\$225,000.00) for these Quality Control Assistants annually, to be distributed to the Quality Control Assistants in Coach's discretion, subject to the approval of the Vice President for Administration and Finance.

f. **Other Support Personnel.**

- i. Vice President for Intercollegiate Athletics and Coach will mutually agree on a full-time Football Academic Support/Player Development Coordinator to be paid an annual salary not to exceed Fifty Thousand Dollars and NO/100 (\$50,000.00) for such position.
- ii. University shall provide a creative designer who shall work primarily with the Football Program, including but not limited to the Football Program's recruiting and branding.
- iii. Coach, in consultation with Vice President for Intercollegiate Athletics and University's Office of Human Resources, shall have the discretion to classify new employment positions as deemed applicable and appropriate.

g. **Professional Development.** University shall provide an annual budget of Fifty Thousand Dollars and NO/100 (\$50,000.00) for professional development opportunities for Coach and the Football Staff.

h. Coach, in consultation with Vice President for Intercollegiate Athletics and University's Office of Human Resources, shall have the discretion to distribute any undistributed amounts remaining in the salary pools for Assistant Football Coaches, Football Support Personnel and Chief of Staff, Strength and Conditioning Coaches, and Quality Control Assistants to any other Football Staff.

i. All Achievement Compensation which may be paid pursuant to this Section 10 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.

j. Notwithstanding the foregoing, no Football Staff shall be entitled to any unpaid Achievement Compensation for any year during which said Football Staff member has been suspended by University, or during which University has terminated the Football Staff member's employment as a Football Staff member for cause.

11. Compliance with Law, Policy, and Regulations.

a. Coach agrees to provide his services consistent with the terms and conditions of this Third Restated Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Football Coach, or termination of this Third Restated Contract.

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

12. **Camps and Clinics.** With prior approval of Vice President for Intercollegiate Athletics, President, and University's Vice President for Administration and Finance ("VPAF"), which approval shall not be unreasonably withheld, Coach may hold Football camps and clinics on University Football facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.
13. **Outside Income.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through Vice President for Intercollegiate Athletics all athletically-related income he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).
14. **Omitted.**
15. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing as Head Football Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any willful or knowing violation of this provision may be considered a conflict of interest and grounds for termination for cause.
16. **Evaluation.** Vice President for Intercollegiate Athletics or Vice President for Intercollegiate Athletics' designee shall evaluate Coach annually prior to July 1 of each year of this Third

Restated Contract to determine whether Coach has, in the sole discretion of Vice President for Intercollegiate Athletics or Vice President for Intercollegiate Athletics' designee, achieved annual performance targets which shall be communicated to Coach prior to each Football season and from time to time as Vice President for Intercollegiate Athletics or Vice President for Intercollegiate Athletics' designee deems reasonably necessary and warranted.

17. Termination by University.

a. **Without Cause.**

- i. University may terminate this Third Restated Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive as liquidated damages payment equal to sixty (60%) percent of the Base Salary remaining to be paid under the otherwise unexpired term of this Third Restated Contract, and sixty (60%) percent of the Contingent Premium Benefit remaining to be paid under the otherwise unexpired term of this Third Restated Contract. In addition, Coach shall receive, no later than the last day of the month in which University exercises its right to terminate this Third Restated Contract without cause, any other compensation (including Achievement 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. Such liquidated damages payment shall be issued by University, at its sole option, either in a lump sum or monthly payments within six (6) months of the date of termination, from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose and shall not be subject to any offset or recoupment for any compensation Coach may receive for future employment following termination. All other obligations of University and/or the Foundation to Coach shall cease as of the date of termination.
- ii. Payment of the liquidated damages payment under this Section 17(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Third Restated Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. **For Just Cause.**

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

benefits, or any other amount from University or the Foundation beyond the date of termination.

iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

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

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

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.
- b. Coach shall pay, or cause a third party to pay, to Foundation a liquidated damages payment of:
 - i. Seven Hundred Fifty Thousand Dollars and NO/100 (\$750,000.00) if such termination occurs after May 1, 2021, but on or before June 30, 2021 payable within sixty (60) days of the date of notice of termination;
 - ii. Three Million Dollars and NO/100 (\$3,000,000.00) if such termination occurs after June 30, 2021, but on or before December 31, 2021 payable over a twelve (12) month period from the effective date of termination;
 - iii. Two Million Dollars and NO/100 (\$2,000,000.00) if such termination occurs after December 31, 2021, but on or before December 31, 2022 payable over a twelve (12) month period from the effective date of termination;

- iv. Two Million Dollars and NO/100 (\$2,000,000.00) if such termination occurs after December 31, 2022, but on or before December 31, 2023 payable over a twelve (12) month period from the effective date of termination; or
 - v. One Million Dollars and NO/100 (\$1,000,000.00) if such termination occurs after December 31, 2023, but on or before December 31, 2024 payable over a twelve (12) month period from the effective date of termination.
- c. The liquidated damages amounts set forth in Sections 18(b)(i-v) above shall be reduced by fifty percent (50%) if Dr. Bryan Maggard is no longer serving as the University's Vice President for Intercollegiate Athletics on the date of notice of termination.
 - d. Coach shall be obligated to furnish notice to Vice President for Intercollegiate Athletics prior to engaging in communications or substantive negotiations for future employment during the Initial Term or any extensions of the Third Restated Contract.
 - e. For a period of one (1) year after the date of termination, Coach shall not initiate any recruitment-related contact with or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Third Restated Contract and shall continue in full force and effect.

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

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that

involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

- b. University may terminate this Contract for cause pursuant Section 17(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

21. Morality Clauses.

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

22. NCAA Issues. University has informed Coach of all significant NCAA issues of which it is aware.

23. Acknowledgement. The parties specifically agree that the obligations assumed herein relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Head Football Coach or in any other employment capacity.

24. Miscellaneous.

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 17(b) of this Third Restated Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Third Restated Contract and all claims or disputes arising out of or relating to this Third Restated Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.

- c. In the event that any dispute arises between the parties concerning any breach of this Third Restated Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Third Restated Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Third Restated Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Third Restated Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Third Restated Contract.
- i. The parties agree and understand the terms of this Third Restated Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Third Restated Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by the parties, and approved by Board.
- k. No delay or failure to enforce any provision of this Third Restated Contract by University shall constitute a waiver or limitation of rights enforceable under this Third Restated Contract.
- l. Coach acknowledges he has read and understands the foregoing provisions of this Third Restated Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Third Restated Contract and the terms and conditions set forth herein.
- m. This Third Restated Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute

one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Third Restated Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Third Restated Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

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

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

University Designee:

Dr. E. Joseph Savoie, President

University of Louisiana at Lafayette
P.O. Box 41008
Lafayette, LA 70504-1008
president@louisiana.edu

With copy to:

Dr. Bryan Maggard, VP for Intercollegiate Athletics
University of Louisiana at Lafayette
537 Cajundome Blvd., Suite 239
Lafayette, LA 70506
bryan.maggard@louisiana.edu

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

Coach:

William H. Napier
623 Elysian Fields Drive
Lafayette, LA 70508

With copy to:

Ed Marynowitz
CAA Sports LLC
ed.marynowitz@caa.com

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

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

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

DocuSigned by:
Joe Savoie
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Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

6/9/2021
Date

William H. Napier, Coach

DocuSigned by:
William H. Napier
7C75DAC88CBB464...

6/4/2021
Date

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

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

**ANCILLARY AGREEMENT TO
THIRD AMENDMENT AND RESTATED CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7(b) concerning spousal travel reimbursement, 8, 9, 10, 17, 18, and 19 of the Third Amendment and Restated Contract for Employment for Head Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to such Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7(b) concerning spousal travel reimbursement, 8, 9, 10, 17, 18, and 19. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2021.

DocuSigned by:
Joe Savoie 6/9/2021
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Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
William H. Napier 6/4/2021
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William H. Napier Date

DocuSigned by:
Joe Giglio 6/6/2021
7A02B7BEB1AC469...

University of Louisiana at Lafayette Date
Foundation
By: Joe Giglio, Chairman

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

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

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

ATHLETIC COMMITTEE

June 24, 2021

Item F.19. University of Louisiana at Lafayette's request for approval of amended Contracts for Employment for various coaches, effective June 24, 2021.

EXECUTIVE SUMMARY

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

- **Matt Deggs, Head Baseball Coach**
 - Per Section 2(c) (Extension by Agreement) of the original Contract for Employment, the Initial Term of Coach's Contract is extended one additional year to 2025.
 - Due to the extension to the Initial Term, the Automatic Extension language has been adjusted, allowing the Contract to be extended an additional year to 2026 should the Baseball Team (i) win the regular-season Baseball conference championship, (ii) win the conference Baseball Championship Tournament, or (iii) appear in an NCAA Baseball Tournament Regional pursuant to an at-large appearance.

- **Garry P. Brodhead, Head Women's Basketball Coach**
 - Per Section 2(b) (Automatic Extension) and 2(c) (Extension by Agreement) of the original Contract for Employment, the Initial Term of Coach's Contract is extended to 2024.
 - Other dates pertinent to termination and liquidated damages have been adjusted due to the extension to the Initial Term.

- **Robert Marlin, Head Men's Basketball Coach**
 - Per Section 2(c) (Extension by Agreement) of the original Contract for Employment, the Initial Term of Coach's Contract is extended one additional year to 2023.
 - Due to the extension to the Initial Term, the Automatic Extension language has been adjusted, allowing the Contract to be extended an additional year to 2024 should the Men's Basketball Team (i) win the regular-season Men's Basketball conference championship, (ii) win the conference Men's Basketball Tournament, or (iii) appear in the NCAA Men's Basketball Tournament pursuant to an at-large appearance.
 - Other dates pertinent to termination and liquidated damages have been adjusted due to the extension to the Initial Term.

- **Gerald Glasco, Jr., Head Softball Coach**
 - Per Section 2(b) (Automatic Extension) of the original Contract for Employment, the Initial Term of Coach's Contract is extended one additional year to 2026.

- **Lance Key, Head Soccer Coach**
 - Per Section 2(c) (Extension by Agreement) of the original Contract for Employment, the Initial Term of Coach's Contract is extended one additional year to 2025.
 - Due to the extension to the Initial Term, the Automatic Extension language has been adjusted, allowing the Contract to be extended an additional year to 2026 should the Soccer Program (i) win the regular-season Women's Soccer conference championship, (ii) win the conference Soccer Tournament, or (iii) appear in an NCAA Women's Soccer Tournament.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the amendments to the contracts of Matt Deggs, Head Baseball Coach; Garry P. Brodhead, Head Women's Basketball Coach; Robert Marlin, Head Men's Basketball Coach; Gerald Glasco, Jr., Head Softball Coach; and Lance Key, Head Soccer Coach; effective June 24, 2021.*



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:

This is a request for approval of Mr. Matt Degg's, Head Baseball Coach, third amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

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

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS THIRD AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 3”) is made and effective the 24th day of June, 2021 (“Amendment 3 Effective Date”), by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **MATT DEGGS** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 3 shall have the same meaning as in the Contract. This Amendment 3 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 3 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, the Contract was previously amended effective July 1, 2019 and May 1, 2021 (“Previous Amendments”);

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

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

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date and shall continue in effect for an initial term of five (5) years and eleven (11) months, terminating on June 30, 2025.
2. Delete Section 2(b) in its entirety and replace with the following:
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on June 30, 2026, if at any time during the Initial Term

of this Contract University’s Baseball Team (i) wins the regular-season Baseball championship of the Sun Belt Conference or any other conference of which University may become a member during the Initial Term of the Contract (the “Conference”), (ii) wins the Conference Baseball Championship Tournament, or (iii) appears in an NCAA Baseball Tournament Regional pursuant to an at-large appearance. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

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

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

Board of Supervisors of the University of Louisiana System

**Matt Deggs,
Head Baseball Coach**

DocuSigned by:
Joe Savoie 6/9/2021
1405E1487C93461...

DocuSigned by:
Matt Deggs 6/2/2021
09BD7222377B479...

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

Date

This Amendment 3 impacts the Ancillary Agreement effective September 25, 2019 between University of Louisiana at Lafayette, Matt Deggs, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 3, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

University of Louisiana at Lafayette Foundation

DocuSigned by:
Joe Giglio 6/3/2021
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is a request for approval of Mr. Garry P. Brodhead's, Head Women's Basketball Coach, third amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**THIRD AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD WOMEN’S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS THIRD AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 3”) is made and effective the 24th day of June, 2021 (“Amendment 3 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and GARRY P. BRODHEAD (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 3 shall have the same meaning as in the Contract. This Amendment 3 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 3 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, the Original Contract was previously amended effective July 1, 2019 and April 22, 2021 (“Previous Amendments”);

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

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

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Term.** This Contract’s term shall commence on Effective Date and shall continue in effect for a term of six (6) years, terminating on March 31, 2024.
2. Delete Section 2(b) in its entirety.
3. Delete Section 16 in its entirety and replace it with the following:

16. **Termination by Coach.** Coach recognizes his promise to work for University for the entire term of this Contract is the essence of this Contract. Coach also recognizes University's highly valuable investment in Coach's continued employment would be lost if Coach resigns or otherwise terminates his employment with University prior to the expiration of this Contract.

- a. Should Coach terminate this Contract without just cause on or prior to March 31, 2022:
 - i. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
 - ii. Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a stipulated damages payment of:
 1. Four Hundred Thousand Dollars and NO/100 (\$400,000.00) if such termination occurs on or before March 31, 2019;
 2. Two Hundred Ninety Thousand Dollars and NO/100 (\$290,000.00) if such termination occurs after March 31, 2019, but on or before March 31, 2020;
 3. One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00) if such termination occurs after March 31, 2020, but on or before March 31, 2021; or
 4. One Hundred Thousand Dollars and NO/100 (\$100,000.00) if such termination occurs after March 31, 2021, but on or before March 31, 2022.
- b. Should Coach terminate this Contract without just cause on April 1, 2022 or thereafter:
 - i. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
 - ii. Coach shall not owe any stipulated damages to University or Foundation.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

- 4. All other terms and conditions of the Original Contract and the Previous Amendments shall remain in full force and effect.

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

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

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

DocuSigned by:
Joe Savoie 6/9/2021
1405E1487C93461...

DocuSigned by:
Garry P. Brodhead 6/2/2021
EB62D7C434894EF...

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

Date

This Amendment 3 impacts the Ancillary Agreement effective April 12, 2018 between University of Louisiana at Lafayette, Garry P. Brodhead, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 3, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 6/3/2021
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is a request for approval of Mr. Robert Marlin's, Head Men's Basketball Coach, third amended contract agreement.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over a faint, large, stylized "S" or "R" watermark.

E. Joseph Savoie
President

svc
Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS THIRD AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 3”) is made and effective the 24th day of June, 2021 (“Amendment 3 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and ROBERT MARLIN (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 3 shall have the same meaning as in the Contract. This Amendment 3 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 3 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, the Original Contract was previously amended effective July 1, 2019 and April 22, 2021 (“Previous Amendments”);

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

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

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Term.** This Contract’s term shall be deemed to have commenced on the Effective Date and shall continue in effect for a term of five (5) years, terminating on March 31, 2023 (“Initial Term”).
2. Delete Section 2(b) in its entirety and replace it with the following:
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on March 31, 2024, if at any time during the

Initial Term of this Contract University's Men's Basketball Program (i) wins the regular-season Men's Basketball championship of the Sun Belt Conference or any other conference of which University may become a member during the Initial Term of the Contract (the "Conference"), (ii) wins the Conference Men's Basketball Tournament, or (iii) appears in the National Collegiate Athletic Association (the "NCAA") Men's Basketball Tournament pursuant to an at-large appearance. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

3. Delete Section 4(b) in its entirety and replace it with the following:

"b. In the event that this Contract is extended through March 31, 2024, pursuant to Section 2(b) above, then Coach's base salary for the period of April 1, 2023 to March 31, 2024 shall not be less than Coach's base salary for the final year of the Initial Term."

4. The following shall be inserted in Section 10(c):

"Additionally, notwithstanding the provisions of Section 10(b) above, all funds existing in said annuity, including those funds contributed prior to June 24, 2021, shall be considered fully vested as of June 24, 2021. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided that this Contract has not been terminated prior to the applicable vesting date."

5. Delete Section 17(a)(i)(5) in its entirety and replace it with the following:

5. Two Hundred Thousand Dollars and NO/100 (\$200,000.00) if such termination occurs after March 31, 2022.

6. Delete Section 18(b) in its entirety and replace it with the following:

b. Coach shall pay to Foundation within ninety (90) days of the date of notice of termination a liquidated damages payment as follows:

- i. Four Hundred Thousand Dollars and NO/100 (\$400,000.00) if such termination occurs on or before March 31, 2019;
- ii. Three Hundred Thousand Dollars and NO/100 (\$300,000.00) if such termination occurs after March 31, 2019, but on or before March 31, 2020;
or
- iii. Two Hundred Twenty-Five Thousand Dollars and NO/100 (\$225,000.00) if such termination occurs after March 31, 2020, but on or before March 31, 2021.

7. Delete Section 18(c) in its entirety and replace it with the following:

c. Coach shall not be required to pay any liquidated damages if such termination occurs after March 31, 2021.

- 8. All other terms and conditions of the Original Contract and the Previous Amendments shall remain in full force and effect.

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

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

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

DocuSigned by:
Joe Savoie 6/9/2021
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DocuSigned by:
Robert Marlin 6/2/2021
BE3417F038C0488...

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

Date

This Amendment 3 impacts the Ancillary Agreement effective October 25, 2018 between University of Louisiana at Lafayette, Robert Marlin, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 3, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 6/3/2021
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is a request for approval of Mr. Gerald Glasco, Jr.'s, Head Softball Coach, fourth amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

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

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS FOURTH AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT (“Amendment 4”) is made and effective the 24th day of June, 2021 (“Amendment 4 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and GERALD GLASCO, JR. (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 4 shall have the same meaning as in the First Restated Contract. This Amendment 4 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 4 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

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

WHEREAS, the parties amended the Restated Contract effective July 1, 2019 and April 22, 2021 (“Previous Amendments”);

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

WHEREAS, the parties wish to make this Amendment 4 effective as of the Amendment 4 Effective Date.

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Initial Term**. This Restated Contract shall be effective as of the Effective Date and shall continue in effect for a term expiring on June 30, 2026.

- 2. All other terms and conditions of the Restated Contract and Previous Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 4 on the dates indicated below.

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

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

DocuSigned by:
Joe Savoie 6/9/2021
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DocuSigned by:
Gerald Glasco, Jr. 6/4/2021
7BF31A3058F0434...

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

Date

This Amendment 3 impacts the Ancillary Agreement effective February 22, 2018 between University of Louisiana at Lafayette, Gerald Glasco, Jr., and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 3, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Joe Giglio 6/7/2021
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is a request for approval of Mr. Lance Key's, Head Soccer Coach, third amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS THIRD AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 3”) is made and effective the 22nd day of April, 2021 (“Amendment 3 Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and LANCE KEY (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 3 shall have the same meaning as in the Agreement. This Amendment 3 is subject to the approval of the Board; therefore the terms and conditions set forth in this Amendment 3 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, the parties previously amended the Original Contract effective January 1, 2019 and April 22, 2021 (“Previous Amendments”);

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

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

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

1. Delete Section 2(a) in its entirety and replace it with the following:
 - a. **Term.** This Contract’s term shall commence on the Effective Date and shall continue in effect until January 31, 2025.
2. Delete Section 2(b) in its entirety and replace it with the following:
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on January 31, 2026, if at any time during the Initial Term of this Contract the Soccer Program (i) wins the regular-season

Women’s Soccer team championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the “Conference”), (ii) wins the Conference Women’s Soccer tournament, or (iii) appears in the National Collegiate Athletic Association (the “NCAA”) Women’s Soccer tournament. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

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

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

Board of Supervisors of the University of Louisiana System

Lance Key, Coach

DocuSigned by:
Joe Savoie 6/9/2021
1405E1487C93461...

DocuSigned by:
Lance Key 6/2/2021
81CFCBC64D5249F...

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

Date

This Amendment 3 impacts the Ancillary Agreement effective February 5, 2019 between University of Louisiana at Lafayette, Lance Key, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 3, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

University of Louisiana at Lafayette Foundation

DocuSigned by:
Joe Giglio 6/3/2021
7A02B7BEB1AC469...

Joe Giglio, Chairman Date

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

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

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

ATHLETIC COMMITTEE

June 24, 2021

Item F.20. University of Louisiana at Lafayette's request for approval of Contracts for Employment for various assistant football coaches.

EXECUTIVE SUMMARY

The University is requesting the approval of the following assistant football coaches' Contracts for Employment:

- **Jeffrey Burris** - Under the proposed agreement from March 19, 2021 through January 14, 2023, Coach's annual salary is \$150,000.
- **William Neighbors** - Under the proposed agreement from June 24, 2021 through January 14, 2023, Coach's annual salary is \$185,000.
- **James Norrid** - Under the proposed agreement from July 1, 2021 through January 14, 2023, Coach's annual salary is \$200,000.
- **Galen Scott** - Under the proposed agreement from January 26, 2021 through January 14, 2023, Coach's annual salary is \$150,000.
- **Darnell Stapleton** - Under the proposed agreement from March 1, 2021 through January 14, 2023, Coach's annual salary is \$125,000.

For each assistant football coach, Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

Achievement Compensation. University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

- **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment in the greater of:
 - An amount equal to 7.5% percent of one monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - An amount equal to 15% percent of one monthly installment of Coach's base salary if Football Team wins its Conference championship game.

- **Post-Season Achievement Compensation.** In addition, Coach shall receive an Achievement Compensation payment in the greater of:
 - An amount equal to 25% percent of one monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - An amount equal to one monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
- **Power 5 Win Achievement Compensation.** In addition, Coach shall receive \$2,000 if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- **Top 25 Ranking Achievement Compensation.** In addition, Coach shall receive \$2,000 if the Football Team achieves a Top 25 Final Ranking.

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

If Coach terminates the contract, Coach shall pay to Foundation:

- 45% of the total Base Salary to be paid under this contract if such termination occurs within 120 days from the effective date of this contract; or
- 30% of the total Base Salary to be paid under this contract if such termination occurs more than 120 days from the effective date of this contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2022 football season.
- For a period of one year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach.

These contracts shall terminate immediately if Mr. William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of contracts with Jeffrey Burris; William Neighbors; James Norrid; Galen Scott; and Darnell Stapleton.*



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:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Jeffrey Burris, Assistant Football Coach.

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

Sincerely,

A handwritten signature in blue ink, consisting of a large loop followed by a horizontal stroke and a vertical stroke.

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 19th day of March, 2021 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and JEFFREY BURRIS (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

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

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

1. **Employment.** University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Vice President for Intercollegiate Athletics (“VPIA”), Coach shall serve as the Cornerbacks Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (“Initial Term”).
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach’s services without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Cornerbacks Coach which are expressly assigned and/or inherent in such position.
 - b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
 - c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
 - e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
 - f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
 - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program’s compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
- 4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00), payable in equal monthly installments of Twelve Thousand Five Hundred Dollars and NO/100 (\$12,500.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University’s non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
- 6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to four (4) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** University shall also provide to Coach the use of an automobile supplied by an automobile dealership.
- 7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team’s achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University’s discretion in compliance with Foundation’s exempt purpose, the following Achievement Compensation:
 - a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment in the greater of:
 - i. An amount equal to seven-and-a-half (7.5%) percent of one (1) monthly installment of Coach’s base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen (15%) percent of one (1) monthly installment of Coach’s base salary if Football Team wins its Conference championship game.

- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment in the greater of:
 - i. An amount equal to twenty-five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.
- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.
9. **Outside Income**. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through VPIA all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)
10. **Outside Employment**. Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through VPIA.
11. **Endorsement/Personal Gain**. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
12. **Termination by University**.
 - a. **Without Cause**.
 - i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than

payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.

- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this

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

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or

otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Thirty (30%) percent of the total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Fifteen (15%) percent of the total Base Salary to be paid under this Contract if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2022 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

14. Termination by Death or Incapacity. This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees,

or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.

15. Termination of William H. Napier. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall actively seek employment commensurate with his education and experience ("Commensurate Position") and Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of ninety (90) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such ninety (90) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

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

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

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware

of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

Coach:

Jeffrey Burris
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

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

6/9/2021

Date

Jeffrey Burris, Coach

DocuSigned by:
Jeffrey Burris
5A5AB6954BC1459...

6/4/2021

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, and 14 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, and 14 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2021.

DocuSigned by:
Joe Savoie 6/9/2021
1405E1487C93461...

DocuSigned by:
JTB 6/4/2021
5A5AB6954BC1459...

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

Jeffrey Burriss Date

DocuSigned by:
Joe Giglio 6/6/2021
7A02B7BEB1AC469...

University of Louisiana at Lafayette Date
Foundation
By: Joe Giglio, Chairman

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. William "Wes" Neighbors, Assistant Football Coach.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 24th day of June, 2021 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and WILLIAM “WES” NEIGHBORS (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

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

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

1. **Employment**. University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Vice President for Intercollegiate Athletics (“VPIA”), Coach shall serve as the Safeties Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term**.
 - a. **Initial Term**. This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (“Initial Term”).
 - b. **Renewal**. This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach’s services without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Safeties Coach which are expressly assigned and/or inherent in such position.
 - b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
 - c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
 - e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
 - f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
 - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Eighty-Five Thousand Dollars and NO/100 (\$185,000.00), payable in equal monthly installments of Fifteen Thousand Four Hundred Sixteen Dollars and 67/100 (\$15,416.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to four (4) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** University shall also provide to Coach the use of an automobile supplied by an automobile dealership.
7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:
 - a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment in the greater of:
 - i. An amount equal to seven-and-a-half (7.5%) percent of one (1) monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen (15%) percent of one (1) monthly installment of Coach's base salary if Football Team wins its Conference championship game.

- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment in the greater of:
 - i. An amount equal to twenty-five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.
- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.
9. **Outside Income.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through VPIA all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)
10. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through VPIA.
11. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
12. **Termination by University.**
 - a. **Without Cause.**
 - i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five percent (75%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than

payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.

- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this

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

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or

otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Forty-five (45%) percent of the total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty (30%) percent of the total Base Salary to be paid under this Contract if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2022 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

14. Termination by Death or Incapacity. This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees,

or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.

15. Termination of William H. Napier. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall actively seek employment commensurate with his education and experience ("Commensurate Position") and Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of ninety (90) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such ninety (90) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

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

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

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware

of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

Coach:

William "Wes" Neighbors
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

William "Wes" Neighbors, Coach

DocuSigned by:
Joe Savoie
1405E1487C93461...

DocuSigned by:
William "Wes" Neighbors
6113C16161A444D...

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

6/9/2021
Date

6/11/2021
Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, and 14 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, and 14 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2021.

DocuSigned by:
Joe Savoie 6/11/2021
1405E1487C93461...

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

DocuSigned by:
William "Wes" Neighbors 6/9/2021
6113C16161A444D...

William "Wes" Neighbors Date

DocuSigned by:
Joe Giglio 6/11/2021
7A02B7BEB1AC469...

University of Louisiana at Lafayette Date
Foundation
By: Joe Giglio, Chairman

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Galen Scott, Assistant Football Coach.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS CONTRACT FOR EMPLOYMENT (“Contract”) is made effective the 26th day of January, 2021 (“Effective Date”), by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM** (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **GALEN SCOTT** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

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

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

1. **Employment**. University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Vice President for Intercollegiate Athletics (“VPIA”), Coach shall serve as the Linebackers Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term**.
 - a. **Initial Term**. This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (“Initial Term”).
 - b. **Renewal**. This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach’s services without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Linebackers Coach which are expressly assigned and/or inherent in such position.
 - b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
 - c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
 - e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
 - f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
 - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment in the greater of:
 - i. An amount equal to twenty-five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.
- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative

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

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

University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.

- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board,

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

b. For Just Cause.

i. University may terminate this Contract for just cause, including but not limited to Coach's:

1. Failure to comply with this Contract;
2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
7. Prolonged absence from University without University's consent.

ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.

iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical,

or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Forty-five (45%) percent of the total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty (30%) percent of the total Base Salary to be paid under this Contract if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2022 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

14. Termination by Death or Incapacity. This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees,

or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.

15. Termination of William H. Napier. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall actively seek employment commensurate with his education and experience ("Commensurate Position") and Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of ninety (90) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such ninety (90) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

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

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

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware

of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

Coach:

Galen Scott
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

Galen Scott, Coach

DocuSigned by:
Joe Savoie
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DocuSigned by:
Galen Scott
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By: Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

6/9/2021

Date

6/5/2021

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, and 14 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, and 14 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this ____ day of _____, 2021.

DocuSigned by:
Joe Savoie 6/9/2021
1405E1487C93461...

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

DocuSigned by:
Galen Scott 6/5/2021
4DFF44F667904CB...

Galen Scott Date

DocuSigned by:
Joe Giglio 6/6/2021
7A02B7BEB1AC469...

University of Louisiana at Lafayette Date
Foundation
By: Joe Giglio, Chairman

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens

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:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Darnell Stapleton, Assistant Football Coach.

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

Sincerely,

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

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

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

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Assistant Football Coach of University’s Football Program (the “Football Program”) under the terms and conditions as set forth herein; and

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

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

1. **Employment**. University hereby employs Coach as Assistant Coach of its Football Program, and Coach hereby accepts such employment. Unless otherwise directed by University’s Head Football Coach and/or University’s Vice President for Intercollegiate Athletics (“VPIA”), Coach shall serve as the Assistant Offensive Line Coach for the Football Program. Coach shall be responsible to, and shall report directly to, University’s Head Football Coach. Coach shall also be under the general supervision of VPIA and President.
2. **Term**.
 - a. **Initial Term**. This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect until January 14, 2023 (“Initial Term”).
 - b. **Renewal**. This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach’s services without execution of a new contract or an extension of this Contract, Coach’s employment shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall perform such duties as the Head Football Coach and/or VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Assistant Football Coach as the Football Program's Assistant Offensive Line Coach which are expressly assigned and/or inherent in such position.
 - b. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
 - c. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
 - d. Adhere to and promote University's standards for the academic performance of its student-athletes in recruitment, supervision, and coaching of the student-athlete members of the Football Program.
 - e. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
 - f. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Initial Term and any renewal term(s) hereof.
 - g. Immediately inform University's Compliance Officer of any suspected violation of NCAA policies, rules, and/or regulations, and assist the investigation and reporting thereof.

- h. Promote the Football Program's compliance with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - i. Adhere to and carry out other directives and responsibilities as may be given by the Head Football Coach and/or VPIA from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Twenty-Five Thousand Dollars and NO/100 (\$125,000.00), payable in equal monthly installments of Ten Thousand Four Hundred Sixteen Dollars and 67/100 (\$10,416.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
 5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
 6. **Additional Benefits.** University shall also provide or pay to Coach the following additional benefits:
 - a. **Football Tickets.** University shall provide Coach up to four (4) tickets per home Football game for personal use.
 - b. **Automobile Benefits.** University shall also provide to Coach the use of an automobile supplied by an automobile dealership.
 7. **Achievement Compensation.** University acknowledges Coach will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:
 - a. **Conference Achievement Compensation.** Coach shall receive an Achievement Compensation payment in the greater of:
 - i. An amount equal to seven-and-a-half (7.5%) percent of one (1) monthly installment of Coach's base salary if Football Team wins its Conference division; or
 - ii. An amount equal to fifteen (15%) percent of one (1) monthly installment of Coach's base salary if Football Team wins its Conference championship game.

- b. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 7(a), Coach shall receive an Achievement Compensation payment in the greater of:
 - i. An amount equal to twenty-five (25%) percent of one (1) monthly installment of Coach's base salary if the Football Team appears in a non-New Year's Six Bowl game affiliated with the Conference, provided that the Football team finished with a final regular season record of seven wins and that Coach coaches the Football Team in such Bowl game; or
 - ii. An amount equal to one (1) monthly installment of Coach's base salary if the Football Team appears in a New Year's Six Bowl game or a College Football Playoff game, provided that Coach coaches the Football Team in such Bowl game.
- c. **Power 5 Win Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(b), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team wins a regular-season game versus a non-conference Power 5 opponent.
- d. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 7(a)-(c), Coach shall receive Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team achieves a Top 25 Final Ranking.
- e. All Achievement Compensation payable pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; paid in addition to any other compensation due under this Contract; and subject to standard federal and state withholdings.
- f. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated Coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Assistant Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative

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

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

University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 12(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.

- ii. In the event of a termination described in Section 12(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 12(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 12(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 12(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 12(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board,

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

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 3. Failure to comply with a lawful directive from the Head Football Coach, VPIA, or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Football Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations; and/or
 7. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical,

or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

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

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

- a. All obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.
- b. In addition to payment of the entirety of any applicable buyout, Coach shall also pay to Foundation within sixty (60) days of the effective date of termination a liquidated damages payment of:
 - i. Forty-five (45%) percent of the total Base Salary to be paid under this Contract if such termination occurs within one hundred twenty (120) days from the Effective Date of this Contract; or
 - ii. Thirty (30%) percent of the total Base Salary to be paid under this Contract if such termination occurs more than one hundred twenty (120) days from the Effective Date of this Contract and prior to the latter of the Football Program's last Conference game or Conference championship game of the 2022 football season.
- c. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

14. Termination by Death or Incapacity. This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Assistant Football Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees,

or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.

15. Termination of William H. Napier. Notwithstanding any provision in this Contract to the contrary, this Contract shall terminate immediately if William H. Napier's employment as Head Football Coach of the Football Program is terminated for any reason whatsoever, regardless of whether such termination is by William H. Napier, University, or otherwise (the "Head Coach Termination"). In such event, Coach shall actively seek employment commensurate with his education and experience ("Commensurate Position") and Coach shall be entitled to payment of any compensation and benefits due to Coach pursuant to this Contract for a period of ninety (90) days immediately following the Head Coach Termination; all obligations of University and/or Foundation for any compensation and/or benefits to Coach shall cease at the end of such ninety (90) day period or immediately upon Coach's acceptance of any Commensurate Position, whichever occurs first.

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant Section 12(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

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

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

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 12(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI)
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware

of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
 - h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
 - i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
 - j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
 - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
 - l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
 - m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

University Designee:

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

With copy to:

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

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

Coach:

Darnell Stapleton
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

Darnell Stapleton, Coach

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Joe Savoie
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DocuSigned by:
Darnell Stapleton
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By: Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

6/9/2021

Date

6/4/2021

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

The Foundation desires to assist and aid University in the employment of Coach for the position of Assistant Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 7, 12, 13, and 14 of the Contract for Employment for Assistant Football Coach (“Contract”) between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Fund. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 7, 12, 13, and 14 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

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

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

Entered into this _____ day of _____, 2021.

DocuSigned by:
Joe Savoie 6/9/2021
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DocuSigned by:
Darnell Stapleton 6/4/2021
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Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

Darnell Stapleton Date

DocuSigned by:
Joe Giglio 6/6/2021
7A02B7BEB1AC469...

University of Louisiana at Lafayette Date
Foundation
By: Joe Giglio, Chairman

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

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

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

ATHLETIC COMMITTEE

June 24, 2021

Item F.21. University of Louisiana at Lafayette's request for approval of a contract with Ms. Kristi Gray, Head Volleyball Coach, effective May 1, 2021.

EXECUTIVE SUMMARY

This agreement is through January 1, 2026. During this period, Coach shall receive an annual base salary of \$75,000 from the University for the term of the contract. The University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960. The University will also pay up to \$7,500 for relocation costs.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

Academic Achievement Compensation. A payment of \$2,000 upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Volleyball Team's cumulative Academic Performance Report (APR) average is above 930:

- The Volleyball Team earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
- The Volleyball Team earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
- The graduation success rate of the Volleyball Team as reported by the NCAA exceeds eighty percent.

Performance Achievement Compensation. In addition, Coach shall receive all of the following which may apply per Volleyball season:

- \$1,000 if the Volleyball Team wins its Conference division;
- \$1,500 if the Volleyball Team wins its Conference regular-season Volleyball championship;
- \$1,500 if the Volleyball Team wins its Conference Volleyball tournament;

- \$750 if the Volleyball Team appears in a National Invitational Volleyball Championship Tournament (NIVC) match;
- The greater of:
 - \$500 if the Volleyball Team appears in a NIVC Sweet Sixteen match;
 - \$625 if the Volleyball Team appears in a NIVC Elite Eight match;
 - \$1,250 if the Volleyball Team appears in a NIVC Final Four match; or
 - A payment equivalent to one-half of one monthly installment of Coach's then-current base salary if the Volleyball Team wins the NIVC Championship.
- \$2,000 if the Volleyball Team appears in an NCAA Volleyball Tournament match; and
- The greater of:
 - \$1,000 if the Volleyball Team appears in an NCAA Volleyball Tournament Sweet Sixteen match;
 - \$1,500 if the Volleyball Team appears in an NCAA Volleyball Tournament Elite Eight match;
 - \$2,500 if the Volleyball Team appears in an NCAA Volleyball Tournament Final Four match; or
 - A payment equivalent to one monthly installment of Coach's then-current base salary if the Volleyball Team wins the NCAA Volleyball Tournament Championship.

Coaching Recognition Achievement Compensation. In addition, Coach shall receive all of the following which may apply:

- \$1,000 if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers' Association; and
- \$3,000 if Coach is named the National Coach of the Year by the American Volleyball Coaches Association.

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

If the Coach terminates the contract, Coach shall be liable to the Foundation for liquidated damages of \$15,000. The liquidated damages amounts shall be reduced by 25% if Dr. Bryan Maggard is no longer serving as the University's Athletic Director on the date of notice of termination.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Ms. Kristi Gray, Head Volleyball Coach, effective May 1, 2021.*



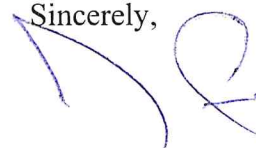
June 3, 2021

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Ms. Kristi Gray, Head Coach, Volleyball.

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

Sincerely,

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
HEAD VOLLEYBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

WITNESSETH

WHEREAS, Coach has heretofore been employed by University as Head Coach of University’s Volleyball Program (the “Volleyball Program”); and

WHEREAS, University desires to continue to employ Coach as Head Coach of the Volleyball Program, and Coach desires to continue to be employed by University, but pursuant to a written contract for employment;

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

1. **Employment.** University hereby employs Coach as Head Coach of its Volleyball Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University’s Vice President for Intercollegiate Athletics (“VPIA”). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect for an initial term, terminating on January 1, 2026 (“Initial Term”).
 - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on January 1, 2027, if at any time during the Initial Term of this Contract University’s Volleyball Program (i) wins the regular-season Volleyball championship of the Sun Belt Conference or any other conference of which University may become a member during the Initial Term of the Contract (the “Conference”), or (ii) wins the Conference Volleyball Tournament. Any such

automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition, the parties may mutually agree in writing to extend this Contract for one (1) additional year for each year VPIA or VPIA's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 12 herein.
- d. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any extensions thereof, University continues to accept Coach's services as Head Volleyball Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Volleyball Coach shall be on a month-to-month employment-at-will basis.

3. **Duties and Responsibilities.** Coach shall manage and supervise the Volleyball Program and shall perform such other duties in the University athletic program as VPIA and/or President may reasonably assign so long as such duties are generally consistent with those duties typically performed by Division I head volleyball coaches. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Head Volleyball Coach which are expressly assigned and/or inherent in such position.
- b. Lead, direct, manage, promote, and supervise the Volleyball Program and its personnel in an effective manner to achieve the goals and objectives for the Volleyball Program as established by VPIA in consultation with Coach.
- c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Volleyball Coach.
- d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying herself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with her performance of her duties or will otherwise interfere with University's interest.

- e. Staff the Volleyball Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Utilize best efforts to ensure Volleyball student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in her recruitment, supervision, and coaching of the student-athlete members of the Volleyball Program.
- h. Lead public relations programs for the Volleyball Program and develop campus and community support for the Volleyball Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Volleyball Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all federal and state laws, as well as all policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Initial Term and any renewal term(s) of the Contract (the "Conference"), as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Volleyball coaches, student-athlete members of the Volleyball Team, graduate assistants, and Volleyball operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
 - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.

- m. Ensure the Volleyball Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
 - o. Adhere to and carry out other directives and responsibilities as may be given by VPIA and/or President from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual Base Salary of Seventy-Five Thousand Dollars and NO/100 (\$75,000.00), payable in equal monthly installments of Six Thousand Two Hundred Fifty Dollars and NO/100 (\$6,250.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which she is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
6. **Additional Benefits.** University shall also pay to Coach the following additional benefits:
- a. **Automobile Allowance.** Either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00).
 - b. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.
 - c. **Relocation Costs.** Reimbursement of up to Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) in reasonable costs incurred for relocation, including travel costs incurred before relocation. Any such reimbursement pursuant to this Section 6(c) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies.
7. **Achievement Compensation.**
- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Volleyball Coach, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement

Compensation in recognition of her efforts in contributing to the occurrence of the following achievements:

- i. **Academic Achievement Compensation.** A payment of Two Thousand Dollars and NO/100 (\$2,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Volleyball Team's cumulative Academic Performance Report (APR) average is above 930:
 1. The Volleyball Team earns an annual academic grade point average of 3.0 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 2. The Volleyball Team earns an annual academic grade point average of 3.0 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 3. The graduation success rate of the Volleyball Team as reported by the NCAA exceeds eighty (80%) percent.
- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply per Volleyball season:
 1. One Thousand Dollars and NO/100 (\$1,000.00) if the Volleyball Team wins its Conference division;
 2. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Volleyball Team wins its Conference regular-season Volleyball championship;
 3. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Volleyball Team wins its Conference Volleyball tournament;
 4. Seven Hundred Fifty Dollars and NO/100 (\$750.00) if the Volleyball Team appears in a National Invitational Volleyball Championship Tournament ("NIVC") match;
 5. The greater of:
 - a. Five Hundred Dollars and NO/100 (\$500.00) if the Volleyball Team appears in a NIVC Sweet Sixteen match;
 - b. Six Hundred Twenty- Five Dollars and NO/100 (\$625.00) if the Volleyball Team appears in a NIVC Elite Eight match;
 - c. One Thousand Two Hundred Fifty Dollars and NO/100 (\$1,250.00) if the Volleyball Team appears in a NIVC Final Four match; or

- d. A payment equivalent to one-half (1/2) of one (1) monthly installment of Coach's then-current base salary if the Volleyball Team wins the NIVC Championship.
 6. Two Thousand Dollars and NO/100 (\$2,000.00) if the Volleyball Team appears in an NCAA Volleyball Tournament match; and
 7. The greater of:
 - a. One Thousand Dollars and NO/100 (\$1,000.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Sweet Sixteen match;
 - b. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Elite Eight match;
 - c. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if the Volleyball Team appears in an NCAA Volleyball Tournament Final Four match; or
 - d. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Volleyball Team wins the NCAA Volleyball Tournament Championship.
 - iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive all of the following which may apply:
 1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by either the Conference or the Louisiana Sports Writers' Association; and
 2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the American Volleyball Coaches Association.
 - b. **Volleyball Assistant Coach Achievement Compensation.** University acknowledges the Volleyball Assistant Coaches will contribute valuably to the occurrence of the Volleyball Team's achievements. In recognition of such contributions, University shall pay to each paid Volleyball Assistant Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during each Volleyball Assistant Coach's employment as a Volleyball Assistant Coach. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.

- c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Volleyball Assistant Coach) shall be entitled to any unpaid Achievement Compensation for any year during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

8. Compliance with Law, Policy, and Regulations.

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

9. Camps and Clinics. With prior approval of VPIA, President, and University's Vice President for Administration and Finance ("VPAF"), which approval shall not be unreasonably withheld, Coach may hold Volleyball camps and clinics on University Volleyball facilities. Coach shall operate all camps and clinics under the supervision and authority of University. Coach must receive written approval from the VPAF before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the VPAF.

10. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President all athletically-related income and/or benefits she receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no

responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

11. Outside Employment. Coach agrees that she shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through VPIA.

12. Endorsement/Personal Gain. Coach agrees that she shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall she use her employee standing as Head Volleyball Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Volleyball Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

13. Evaluation. VPIA or VPIA's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of VPIA or VPIA's designee, achieved annual performance targets which shall be communicated to Coach prior to each Volleyball season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.

14. Termination by University.

a. **Without Cause.**

i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 14(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose.

- ii. In the event of a termination described in Section 14(a)(i), Coach shall actively seek employment commensurate with her education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 14(a)(i) shall be offset and reduced on a monthly basis by any gross income, Base Salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever (“Gross Compensation”) Coach may receive from any employer, including any business entity owned or controlled by Coach, or in which Coach has an interest as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a “Subsequent Position”), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach’s receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 14(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Subsequent Position, Coach shall furnish to University notice of said employment, including the terms of her employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in her income within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of her W-2, 1099, or other verifiable documentation of her income for the prior year no later than February 15th of each year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of such breach, provide Coach with written demand to cure such breach within ten (10) days and provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University’s obligation pursuant to Section 14(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 14(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of such liquidated damages, Coach shall, and does hereby, release and discharge Board, University, and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach’s employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 3. Failure to comply with a lawful directive from VPIA or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failing to prevent, and/or failing to report any Volleyball Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 7. Prolonged absence from University without University's consent;
 8. Poor evaluation by VPIA not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
 9. Failure to administer the Volleyball Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional

penalties. Prior to termination for cause, University shall provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

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

15. Termination by Coach.

- a. Coach recognizes her promise to work for University for the entire term of this Contract is the essence of this Contract. Coach also recognizes University's highly valuable investment in Coach's continued employment would be lost if Coach resigns or otherwise terminates her employment with University prior to the expiration of this Contract. Accordingly, should Coach terminate this Contract at any time prior to the expiration of its Term:
 - i. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of her duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.
 - ii. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- b. In addition to the provisions of Section 15(a), above, if Coach terminates this Contract, Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Fifteen Thousand Dollars and NO/100 (\$15,000.00).
- c. The liquidated damages amounts set forth in Section 15(b) above shall be reduced by twenty-five percent (25%) if Dr. Bryan Maggard is no longer serving as the University's VPIA on the date of notice of termination.

16. Automatic Termination. This Contract shall automatically terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Volleyball Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors

shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.

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

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.
- b. University may terminate this Contract for cause pursuant Section 14(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

18. Morality Clauses.

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

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

20. Miscellaneous.

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

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

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

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

University Designee:

Dr. E. Joseph Savoie, President

University of Louisiana at Lafayette
P.O. Box 41008
Lafayette, LA 70504-1008

With copy to:

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

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

Coach:

Kristi Gray
201 Reinhardt Drive
Lafayette, LA 70506

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

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

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

Kristi Gray, Coach

DocuSigned by:
Joe Savoie
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DocuSigned by:
Kristi Gray
FEC543E52E13480...

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

6/9/2021

Date

6/4/2021

Date

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

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

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD VOLLEYBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

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

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

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

Entered into this ____ day of _____, 2021.

DocuSigned by:
Joe Savoie 6/9/2021
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Board of Supervisors of the
University of Louisiana System
By: Dr. E. Joseph Savoie

DocuSigned by:
Kristi Gray 6/4/2021
FEC543E52E134B0...

Kristi Gray Date

DocuSigned by:
Joe Giglio 6/6/2021
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University of Louisiana at Lafayette Date
Foundation
By: Joe Giglio, Chairman

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

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