

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

ATHLETIC COMMITTEE

August 25, 2022

Item F.14. University of Louisiana at Lafayette's request for approval of amended Contracts for Employment for various coaches, effective August 25, 2022.

EXECUTIVE SUMMARY

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

- **Matt Deggs, Head Baseball 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.
 - Section 2(b) has also been reinstated in order to allow Coach's Initial Term to be extended an additional year should the Baseball team (i) win 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"), or (ii) win the Conference Baseball Championship Tournament.

- **Gerald Glasco, Jr., Head Softball Coach**
 - Per Section 2(b) (Renewal) of the original Contract for Employment, the Initial Term of Coach's Contract is extended one additional year to 2027.
 - Due to the extended term per Section 2(b), Section 9 (Retention Incentive Payments) has been updated to adjust the dates and the payment amount (\$40,000).

- **Theodore Sliman, Head Men's Golf Coach**
 - Per Section 2(d) (Renewal) of the original Contract for Employment, the Initial Term of Coach's Contract is extended two additional years to 2024.
 - 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 2025 should the Men's Golf Program (i) win the Men's Golf Team Championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), or (ii) appear in the National Collegiate Athletic Association (the "NCAA") Men's Golf Team Championship.

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; Gerald Glasco, Jr., Head Softball Coach; and Theodore Sliman, Head Men's Golf Coach; effective August 25, 2022.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F.14.a

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

Université des Acadiens

August 4, 2022

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, fourth amended contract agreement.

Please place this item on the agenda for the August 2022 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

SVC

Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FOURTH AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 4”) is made and effective the 25th day of August, 2022 (“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 **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 4 shall have the same meaning as in the 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 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, May 1, 2021, and June 24, 2021 (“Previous Amendments”);

WHEREAS, Section 2(b) of the Original Contract provides that the Original Contract shall be automatically extended for one (1) additional year, expiring on June 30, 2026, if at any time during the Initial Term of the Original 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;

WHEREAS, Coach has successfully met the performance targets referenced in Section 2(b) of the Original Contract, and the parties to the Original Contract mutually desire to exercise the one (1) year extension provision of Section 2(b) of the 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 Contract's term shall be deemed to have commenced on the Effective Date and shall continue in effect for an initial term of six (6) years and eleven (11) months, terminating on June 30, 2026.
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 June 30, 2027, 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"), or (ii) wins the Conference Baseball Championship Tournament. Any such automatic extension shall occur 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.

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

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

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

**Matt Deggs,
Head Baseball Coach**

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Joe Savoie 7/27/2022
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DocuSigned by:
Matt Deggs 7/26/2022
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Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

Date

This Amendment 4 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 4, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kreamer, Jr. 7/26/2022
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Thomas L. Kreamer, Jr., Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of August, 2022.

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F.14.b

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Université des Acadiens

August 4, 2022

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, fifth amended contract agreement.

Please place this item on the agenda for the August 2022 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

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

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS FIFTH AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT (“Amendment 5”) is made and effective the 25th day of August, 2022 (“Amendment 5 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 5 shall have the same meaning as in the First Restated Contract. This Amendment 5 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 5 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, April 22, 2021, and June 24, 2021 (“Previous Amendments”);

WHEREAS, Section 2(b) of the Contract provides that the parties may mutually agree in writing, subject to approval by Board, to extend the Contract’s Initial Term;

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

WHEREAS, the parties wish to make this Amendment 5 effective as of the Amendment 5 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, 2027.

2. Delete Section 9 in its entirety and replace it with the following
 9. **Retention Incentive Payments.** On July 1, 2022, if this Restated Contract is in effect on such date, and on July 1 of each subsequent year this Restated Contract remains in effect, University shall deposit the sum of Forty Thousand Dollars and NO/100 (\$40,000.00), 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.
 - a. The total sum accrued in said annuity, including interest, shall become due and payable to Coach only upon his successful completion of the Initial Term and any extensions thereof, except that amounts in Section 9(b) shall become due and payable to Coach upon the vesting dates stated in that section. In the event the annuity becomes due and payable to Coach, University agrees to work with Coach in good faith to transfer the annuity to Coach in the most tax-beneficial manner possible to Coach.
 - b. Notwithstanding the provisions of Section 9(a), above, all funds existing in said annuity on June 30, 2020, on June 30, 2023, on June 30, 2025, and on June 30, 2027 shall be considered vested. Any and all vested funds shall be withdrawn and released to Coach upon his request, provided this Restated Contract has not been terminated prior to the applicable vesting date.
 - c. In the event University terminates this Restated Contract for cause or Coach terminates the Restated Contract without cause prior to the expiration of the Initial Term and any extensions thereof, University shall retain all unvested funds in said annuity and shall have no further obligation to Coach under this Section 9.
 - d. If University terminates the Restated Contract without cause prior to the expiration of the Initial Term and any extensions thereof, University shall pay to Coach Forty Thousand Dollars and NO/100 (\$40,000.00) per year for each year Coach remained in his position prior to said termination, less the amount of any vested funds released pursuant to Section 9(b), above, with any partial years being prorated.
3. All other terms and conditions of the Restated Contract and Previous Amendments shall remain in full force and effect.

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

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 5 on the dates indicated below.

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

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

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Joe Savoie 7/27/2022
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Gerry Glasco 7/26/2022
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Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

Date

This Amendment 5 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 5, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kreamer, Jr. 7/26/2022
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Thomas L. Kreamer, Jr., Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of August, 2022.

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F.14.c

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Université des Acadiens

August 4, 2022

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. Theodore Sliman's, Head Golf Coach, second amended contract agreement.

Please place this item on the agenda for the August 2022 meeting of the Board of Supervisors.

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

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

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 2”) is made effective the 25th day of August, 2022 (“Amendment 2 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 **THEODORE SLIMAN** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 2 shall have the same meaning as in the Contract. This Amendment 2 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 2 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

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

WHEREAS, the parties amended the Contract effective April 9, 2021 (“Previous Amendment”);

WHEREAS, Section 2(d) of the Contract provides that the parties may mutually agree in writing, subject to approval by Board, to extend the Contract’s Term;

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

WHEREAS, the parties wish to make this Amendment 2 effective as of the Amendment 2 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 four (4) years, terminating on June 30, 2024 (“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 June 30, 2025, if at any time during the Term of this Contract the Men’s Golf Program (i) wins the Men’s Golf Team Championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the “Conference”), or (ii) appears in the National Collegiate Athletic Association (the “NCAA”) Men’s Golf Team Championship. 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 Contract and the Previous Amendment shall remain in full force and effect.

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

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

**Theodore Sliman,
Head Golf Coach**

DocuSigned by:
Joe Savoie 7/27/2022
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DocuSigned by:
Theo Sliman 7/26/2022
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Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

Date

This Amendment 2 impacts the Ancillary Agreement effective July 1, 2020 between University of Louisiana at Lafayette, Theodore Sliman, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 2, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kreamer, Jr. 7/26/2022
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Thomas L. Kreamer, Jr., Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of August, 2022.

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

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

ATHLETIC COMMITTEE

August 25, 2022

Item F.15. University of New Orleans' request for approval of a contract with Ms. Amy Grabiec-Blanke, Head Coach, Beach Volleyball, effective July 1, 2022.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2023, Coach will earn \$42,500 annually. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$3,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- When the beach volleyball program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the beach volleyball program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Freshman of the Year - \$500
- Conference Newcomer of the Year - \$500
- Conference Pair of the Year - \$1,000
- Conference Regular Season Championship - \$1,000
- Conference Tournament Championship - \$2,500
- NCAA First Round & Any Subsequent Round Win - \$1,500
- NCAA National Championship - \$10,000
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$5,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Ms. Amy Grabiec-Blanke, Head Coach, Beach Volleyball, effective July 1, 2022.*



F.15.

THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

August 3, 2022

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval of an employment contract for the Head Coach, Beach Volleyball.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

**CONTRACT OF EMPLOYMENT
HEAD COACH, BEACH VOLLEYBALL**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this ___ day of July 2022, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Amy Grabiec-Blanke (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Beach Volleyball and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics and Recreation.

1.2 COACH shall be responsible, and shall report, directly to University's Vice President, Athletics and Recreation (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in University's athletic program as the Director may assign.

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

2.0 Term

2.1 The term of this agreement is for a fixed period of one (1) year, commencing on the 1st day of July, 2022, and terminating without further notice to COACH on the 30th day of June, 2023, unless extended under the terms of this agreement.

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

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approved by the Board.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$42,500, payable on a biweekly basis.

3.2 COACH shall have an assistant coach pool of \$15,000 for a period of appointment or graduate assistant.

3.3 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

4.0 Supplements/Performance Incentives

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$3,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

4.2.1 Academic Progress

4.2.1.1 When the beach volleyball program achieves a one-year APR (Academic Progress Rate) score of 990 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should the beach volleyball program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.2 Athletic Success

4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Freshman of the Year \$500
- Conference Newcomer of the Year \$500
- Conference Pair of the Year \$1,000
- Conference Regular Season Championship \$1,000
- Conference Tournament Championship \$2,500
- NCAA First Round & Any Subsequent Round Win \$1,500
- NCAA National Championship \$10,000

4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the beach volleyball program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Vice President, Athletics and Recreation or the University President.

6.0 Camps and Clinics

6.1 COACH will operate an instructional camp/clinic for the teaching of athletic pursuits for a minimum of 1 (one) week annually. COACH shall notify the Vice President, Athletics and Recreation or designee of his/her camp/clinic plan, including specific dates, budget, personnel, etc., annually by March 1 for summer camps/clinics and 90 days prior for academic year camps/clinics. The use of University facilities will be determined by the availability of those facilities as established by the Athletics Department and University policy.

COACH may operate camps/clinics at the University as either a University sponsored camp/clinic for the primary benefit of COACH's sport program or a private camp/clinic where COACH utilizes a legal structure. To execute a University sponsored camp/clinic, the following shall apply:

6.1.1 All revenues from Athletic Department camps/clinics will be deposited into COACH's program Foundation account. After all expenses are met, COACH may use the profits to supplement the head coach's pay (up to 20%), pay assistant coaches (30%) and/or supplement their sports program (remaining balance).

6.1.2 Athletics Department camps/clinics will not be assessed a facility fee or a per camper administration fee.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH

nor assistant coaches will be required to take leave while conducting Athletic Department camps/clinics.

6.1.4 Personal injury insurance will be paid from COACH's program Foundation account as a camp expense and approved by the University for camp/clinic participants.

6.1.5 Complete records will be maintained by Athletic Department personnel regarding income and expenditures and available for verification by University auditors.

6.1.6 All camp/clinic personnel will have to undergo a background check to be paid from COACH's program Foundation account as a camp/clinic expense.

6.2 If camps/clinics are operated as a private event, it is specifically agreed that in the operation of such camps/clinics, COACH acts for themselves in their private capacity and not as an agent or employee of the University. COACH shall create a legal structure (limited liability corporation, S-Corporation, etc.) and provide a copy of those documents to the Vice President, Athletics and Recreation or designee annually by March 1 for summer camps/clinics or 90 days prior for academic year camps/clinics. The University and the COACH shall enter an agreement that constitutes a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 The coordination of facility set-up will be the sole responsibility of COACH. Set-ups may incur a fee paid to the Athletic Department per the facility rental agreement.

6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps/clinics.

6.1.2 Camps/clinics will be subject to the #NOLAsTEAM facility rental fee rate and assessed a \$5 per camper administration fee by the Athletics Department.

6.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

6.2.4 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

6.2.5 Annual leave must be requested to cover the dates of the camp/clinic operation for all coaches involved.

6.2.6 Complete records will be maintained regarding income and expenditures associated with said camp/clinic and available for verification by University auditors.

6.2.7 The COACH agrees to protect, indemnify and hold harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected

with any claim or action for property loss, personal injury or death during the operation of said camp/clinic activities.

6.2.8 The COACH is an independent contractor during said camp/clinic activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

6.2.9 The University's name will not be in the name of the camp/clinic, except to describe the location of said camp/clinic. Restricted camp/clinic names are as follows:

- #NOLAsteam
- New Orleans Privateers
- UNO Privateers

6.2.10 All camp/clinic personnel will have to undergo a background check at the expense of the COACH.

6.3 The Vice President, Athletics and Recreation or his/her designee will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps/clinics.

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Vice President, Athletics and Recreation. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

10.0 Coaching Staff

10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Vice President, Athletics and Recreation and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Compliance with NCAA, Conference and University Rules

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

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

12.0 Title IX Sexual Misconduct Policy Reporting and Compliance

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

13.0 Morality

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

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

14.0 Termination

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

14.2 COACH may be terminated by the Vice President, Athletics and Recreation at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

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

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

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$5,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

15.0 Fundraising


All fundraising activities by COACH must be pre-approved by the Vice President, Athletics and Recreation, or his/her designee, to ensure that such activities are in compliance with University policies. Vice President, Athletics and Recreation may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

16.0 Severability

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

17.0 Force Majeure

No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



VICE PRESIDENT, ATHLETICS & RECREATION, UNIVERSITY OF
NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

PRESIDENT - ULS

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

ATHLETIC COMMITTEE

August 25, 2022

Item F.16. University of New Orleans' request for approval of a contract with Mr. Brock Moreaux, Head Coach, Men's and Women's Track & Field/Cross Country, effective July 1, 2022.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2024, Coach will earn \$60,000 annually. In addition, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- When either the Men's Track & Field program or Women's Track & Field program achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should either Track & Field program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- When either the Men's Cross Country program or Women's Cross Country program achieves a one-year APR (Academic Progress Rate) score of 1000 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should either Cross Country program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- When a member of the Men's Cross Country or Women's Cross Country team wins a conference individual championship, Coach will earn a one-time performance incentive of \$500 per individual championship.
- When a member of the Men's Track & Field or Women's Track & Field team wins a conference individual or relay championship, Coach will earn a one-time performance incentive of \$500 per individual championship.
- When either the Men's Cross Country team or Women's Cross Country team wins the conference championship, Coach will earn a one-time performance incentive of \$2,000 per team championship.

- When either the Men's Track & Field team or Women's Track & Field team wins the conference championship, Coach will earn a one-time performance incentive of \$1,000 per team championship.
- When either the Men's Cross Country team or Women's Cross Country team qualifies four total men and women for NCAA Regional competition, Coach will earn a one-time performance incentive of \$150. For each additional Cross Country NCAA Regional Qualifier, Coach will earn an additional \$100 performance incentive.
- When either the Men's Track & Field team or Women's Track & Field team qualifies four total men and women individuals or relay teams for NCAA Regional competition, Coach will earn a one-time performance incentive of \$150. For each additional Track & Field individual or relay team NCAA Regional Qualifier, Coach will earn an additional \$100 performance incentive.
- When a member of the Men's Cross Country or Women's Cross Country team finishes among the Top 6 at a NCAA Regional, Coach will earn a one-time performance incentive of \$500 per individual.
- When a member of the Men's Track & Field or Women's Track & Field team finishes among the Top 6 at a NCAA Regional, or when a relay team finishes among the Top 6 at a NCAA Regional, Coach will earn a one-time performance incentive of \$500 per individual or team.
- When a member of the Men's Cross Country or Women's Cross Country team qualifies for the NCAA National competition, Coach will earn a one-time performance incentive of \$500 per individual.
- When a member of the Men's Track & Field or Women's Track & Field team qualifies for the NCAA National competition, or a relay team qualifies for the NCAA National competition, Coach will earn a one-time performance incentive of \$500 per individual or relay team.
- When a member of the Men's Cross Country or Women's Cross Country team wins an NCAA Individual Championship, Coach will earn a one-time performance incentive of \$2,500 per individual.
- When a member of the Men's Track & Field or Women's Track & Field team wins an NCAA Individual Championship or a relay team wins a NCAA Championship, Coach will earn a one-time performance incentive of \$2,500 per individual or relay team.

- When either the Men's Track & Field team, Women's Track & Field team, Men's Cross Country team or Women's Cross Country team wins the NCAA Team Championship, Coach will earn a one-time performance incentive of \$5,000 per team championship and will receive a one-year extension to this contract.
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$10,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Brock Moreaux, Head Coach, Men's and Women's Track & Field/Cross Country, effective July 1, 2022.*



F.16.

THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

August 3, 2022

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval of an employment contract for the Head Coach, Men's & Women's Cross Country/Track & Field.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

**CONTRACT OF EMPLOYMENT
HEAD COACH, MEN'S & WOMEN'S CROSS COUNTRY / TRACK & FIELD**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 31st day of July 2022, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Brock Moreaux (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's & Women's Cross Country / Track & Field and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics and Recreation.

1.2 COACH shall be responsible, and shall report, directly to University's Vice President, Athletics and Recreation (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in University's athletic program as the Director may assign.

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

2.0 Term

2.1 The term of this agreement is for a fixed period of two (2) years, commencing on the 3rd day of August, 2022, and terminating without further notice to COACH on the 30th day of June, 2024, unless extended under the terms of this agreement.

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

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approved by the Board.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$60,000, payable on a biweekly basis

3.2 COACH shall have an assistant coach salary pool of up to \$90,000 total.

3.3 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

4.0 Supplements/Performance Incentives

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

4.2.1 Academic Progress

4.2.1.1 When either the Men's Cross Country team or Women's Cross Country team achieves a one-year APR (Academic Progress Rate) score of 1000 in any academic year of this agreement and is not subject to penalties due to the four-year average score, a Five Hundred Dollar (\$500) in performance incentive will be provided to COACH and a \$250 performance incentive will be provided to each full-time track and field assistant coach. This is applicable to each year of the agreement. Should either the Men's Cross Country team or Women's Cross Country team receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.1.2 When either the Men's Track & Field team or Women's Track & Field team achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a Five Hundred Dollar (\$500) in performance

incentive will be provided to COACH and a \$250 performance incentive will be provided to each full-time track and field assistant coach. This is applicable to each year of the agreement. Should either the Men's Track and Field or Women's Track and Field team receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.2 Athletic Success

4.2.2.1 When a member of the Men's Cross Country or Women's Cross Country team wins a conference individual championship, COACH will earn a one-time performance incentive of \$500 per individual championship and a \$250 performance incentive will be provided to each full-time track and field assistant coach per individual championship. This is applicable to each year of the agreement.

4.2.2.2 When a member of the Men's Track and Field or Women's Track and Field team wins a conference individual or relay championship, COACH will earn a one-time performance incentive of \$500 per individual championship and a \$250 performance incentive will be provided to each full-time track and field assistant coach per individual championship. This is applicable to each year of the agreement.

4.2.2.3 When a member of the Men's Cross Country or Women's Cross Country team finishes among the Top 6 at a NCAA Regional, COACH will earn a one-time performance incentive of \$500 per individual. This is applicable to each year of the agreement.

4.2.2.4 When a member of the Men's Track and Field or Women's Track and Field team finishes among the Top 6 at a NCAA Regional, or when a relay team finishes among the Top 6 at a NCAA Regional, COACH will earn a one-time performance incentive of \$500 per individual or team and each full-time assistant coach will earn a one-time performance incentive of \$250 per individual or team. This is applicable to each year of the agreement.

4.2.2.5 When a member of the Men's Cross Country or Women's Cross Country team qualifies for the NCAA National competition, COACH will earn a one-time performance incentive of \$500 per individual. This is applicable to each year of the agreement.

4.2.2.6 When a member of the Men's Track and Field or Women's Track and Field team qualifies for the NCAA National competition, or a relay team qualifies for the NCAA National competition, COACH will earn a one-time performance incentive of \$500 per individual or relay team and each full-time assistant coach will earn a one-time performance incentive of \$250 per individual or relay team. This is applicable to each year of the agreement.

4.2.2.7 When a member of the Men's Cross Country or Women's Cross Country team wins a NCAA Individual Championship, COACH will earn a one-time performance incentive of \$2,500 per individual. This is applicable to each year of the agreement.

4.2.2.6 When a member of the Men's Track and Field or Women's Track and Field team wins a NCAA Individual Championship or a relay team wins a NCAA Championship, COACH will earn a one-time performance incentive of \$2,500 per individual or relay team and each full-time assistant coach will earn a one-time performance incentive of \$1,000 per individual or relay team. This is applicable to each year of the agreement.

4.2.2.7 When either the Men's Cross Country team or Women's Cross Country team win the conference championship, COACH will earn a one-time performance incentive of \$2,000 per team championship and each full-time assistant coach will earn a one-time performance incentive of \$750 per team championship. This is applicable to each year of the agreement.

4.2.2.8 When either the Men's Track and Field team or Women's Track and Field team win the conference championship, COACH will earn a one-time performance incentive of \$1,000 per team championship and each full-time assistant coach will earn a one-time performance incentive of \$750 per team championship. This is applicable to each year of the agreement.

4.2.2.9 When either the Men's Track and Field team, Women's Track and Field, Men's Cross Country team or Women's Cross Country team win the NCAA Team Championship, COACH will earn a one-time performance incentive of \$5,000 per team championship and will receive a one-year extension to this contract. Each full-time assistant coach will earn a one-time performance incentive of \$2,500 per team championship. This is applicable to each year of the agreement.

4.2.2.10 When either the Men's Cross Country team or Women's Cross Country team qualify four total men and women for NCAA Regional competition, COACH will earn a one-time performance incentive of \$150. For each additional Cross Country NCAA Regional Qualifier, COACH will earn an additional \$100 performance incentive.

4.2.2.11 When either the Men's Track and Field team or Women's Track and Field team qualify four total men and women individuals or relay teams for NCAA Regional competition, COACH will earn a one-time performance incentive of \$150 and each full-time assistant coach will earn a one-time performance incentive of \$150. For each additional Track and Field individual or relay team NCAA Regional Qualifier, COACH will earn an additional \$100 performance incentive.

4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the Men's & Women's Cross Country / Track & Field team. COACH may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Vice President, Athletics and Recreation or the University President.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities unless camps are operated with the primary purpose of generating revenue for the University Men's & Women's Cross Country / Track & Field program. The use of University facilities will be determined by the availability of those facilities as established by University policy. COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics. Should COACH operate a University-sponsored camp for the primary benefit of the University Men's & Women's Cross Country / Track & Field program, the following shall apply

6.1.1 All revenues from university camps/clinics will be deposited into COACH's University camp budget. After all expenses are met, COACH may be compensated up to the amount of surplus remaining in the account, or use the profits to pay assistant coaches, supplement his University Men's & Women's Cross Country / Track & Field operating budget, or a combination of the three, at coach's discretion.

6.1.2 Camps operated through the University camp budget will not be subject to facility fees; however, all camps will be assessed a per camper administration fee by Department of Athletics through the UNO Foundation.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will not be required to take leave while conducting camps run through the University camp budget.

6.1.4 COACH's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

6.2 If camps are operated as a private event, it is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

6.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

6.2.4 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

6.2.5 Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

6.2.6 Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

6.2.7 The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

6.2.8 The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

6.3 The Vice President, Athletics and Recreation will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps.

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Vice President, Athletics and Recreation. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

10.0 Coaching Staff

10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Vice President, Athletics and Recreation and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Compliance with NCAA, Conference and University Rules

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

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

12.0 Title IX Sexual Misconduct Policy Reporting and Compliance

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known

Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

13.0 Morality

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

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

14.0 Termination

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

14.2 COACH may be terminated by the Vice President, Athletics and Recreation at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

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

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

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary which would have been earned through the end of the contract term. This amount will be offset by compensation received by COACH from another NCAA university or university Foundation.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded

solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer of \$10,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

15.0 Fundraising

All fundraising activities by COACH must be pre-approved by the Vice President, Athletics and Recreation, or his/her designee, to ensure that such activities are in compliance with University policies. DIRECTOR may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

16.0 Severability

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

17.0 Force Majeure

No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



VICE PRESIDENT, ATHLETICS & RECREATION,
UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

PRESIDENT - ULS

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

ATHLETIC COMMITTEE

August 25, 2022

Item F.17. University of New Orleans' request for approval of amendments to the contract with Mr. Burzis Kanga, Head Men's and Women's Tennis Coach, effective July 1, 2022.

EXECUTIVE SUMMARY

Under these amendments, through June 30, 2024, Coach will earn \$76,277 annually. Coach shall also receive a 3% increase on July 1, 2023. In addition, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- Conference Team Regular-Season Championship \$1,000
- Conference Team Tournament Championship (Men's or Women's) \$2,500
- NCAA First Round Singles or Doubles Winner \$1,500
- NCAA Second Round Singles or Doubles Winner \$1,500
- NCAA Singles or Doubles National Championship \$2,500
- ITA Singles or Doubles National Championship \$1,500
- NCAA Team Championship (MTE, WTE) \$10,000 and a one-year contract extension

All other terms and conditions contained in the original contract effective July 1, 2021 shall remain unchanged and in full force and effect, except by necessary implication.

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 the University of New Orleans' request for approval of amendments to the contract with Mr. Burzis Kanga, Head Men's and Women's Tennis Coach, effective July 1, 2022.*



F.17.

THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

August 3, 2022

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval of an amended employment contract for the Head Tennis Coach, Men and Women's.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

**EMPLOYMENT AMENDMENT
HEAD COACH, MEN'S & WOMEN'S TENNIS**

STATE OF LOUISIANA

PARISH OF ORLEANS

This Amendment is made and entered into on this ___ day of July 2022, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Burzis Kanga (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

Whereas, UNO and COACH entered into an original agreement effective July 1, 2021, and whereby UNO agreed to employ and COACH accepted employment as Head Coach, Men's & Women's Tennis of UNO under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. **TERM:** Section 2.1 shall be amended to read:

The term of this amended agreement is for a period of two (2) years commencing on the 1st day of July, 2022 and extending through the 30th day of June, 2024.

2. **COMPENSATION:** Section 3.1 shall be amended to read:

In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$76,277, payable on a biweekly basis. COACH shall receive a 3% increase on July 1, 2023.

3. **SUPPLEMENTS / PERFORMANCE INCENTIVES:** Section 4.2.2.1 shall be amended to read:

COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Team Regular-Season Championship \$1,000
- Conference Team Tournament Championship (Men's or Women's) \$2,500
- NCAA First Round Singles or Doubles Winner \$1,500
- NCAA Second Round Singles or Doubles Winner \$1,500
- NCAA Singles or Doubles National Championship \$2,500
- ITA Singles or Doubles National Championship \$1,500
- NCAA Team Championship (MTE, WTE) \$10,000 and a one year contract extension

This Amendment is effective July 1, 2022 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and UNO Foundation have executed this Agreement as of the date first written above.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



VICE PRESIDENT, ATHLETICS & RECREATION, UNIVERSITY OF
NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

PRESIDENT - ULS

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

ATHLETIC COMMITTEE

August 25, 2022

Item F.18. University of New Orleans' request for approval of a contract with Mr. Jeff Lorio, Head Coach, Men's Golf, effective July 1, 2022.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2024, Coach will earn \$47,430 annually. Coach shall also receive a 5% increase on July 1, 2023. In addition to the salary, Coach will also receive use of a courtesy vehicle as provided by the University or a University partner; should the University not provide a courtesy vehicle, Coach will receive an annual vehicle allowance of \$3,000. In addition, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- When the men's golf program achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the men's golf program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.
- Conference Tournament Championship - \$2,500
- NCAA First Round and Any Subsequent Round Win - \$1,500
- NCAA National Championship - \$10,000
- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$5,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Mr. Jeff Lorio, Head Coach, Men's Golf, effective July 1, 2022.*



F.18.

THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

August 3, 2022

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting approval of an employment contract for the Men's Golf Head Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

**CONTRACT OF EMPLOYMENT
HEAD COACH, MEN'S GOLF**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this ___ day of July 2022, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Jeff Lorio (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Men's Golf and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics and Recreation.

1.2 COACH shall be responsible, and shall report, directly to University's Vice President, Athletics and Recreation (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in University's athletic program as the Director may assign.

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

2.0 Term

2.1 The term of this agreement is for a fixed period of two (2) years, commencing on the 1st day of July, 2022, and terminating without further notice to COACH on the 30th day of June, 2024, unless extended under the terms of this agreement.

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

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approved by the Board.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$47,430, payable on a biweekly basis. COACH will receive a 5% annual raise on July 1, 2023.

3.2 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.3 The University does not guarantee amounts due under this agreement beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

4.0 Supplements/Performance Incentives

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

4.1.1 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$3,000 dispensed monthly.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

4.2.1 Academic Progress

4.2.1.1 When the golf program achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to COACH. This is applicable to each year of the agreement. Should the golf program receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.2 Athletic Success

4.2.2.1 COACH will earn performance incentive(s) in the amount stated when the below incentive(s) are reached. This is applicable to each year of the agreement.

- Conference Tournament Championship \$2,500

- NCAA First Round & Any Subsequent Round Win \$1,500
- NCAA National Championship \$10,000

4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the golf program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Vice President, Athletics and Recreation or the University President.

6.0 Camps and Clinics

6.1 COACH will operate an instructional camp/clinic for the teaching of athletic pursuits for a minimum of 1 (one) week annually. COACH shall notify the Vice President, Athletics and Recreation or designee of his/her camp/clinic plan, including specific dates, budget, personnel, etc., annually by March 1 for summer camps/clinics and 90 days prior for academic year camps/clinics. The use of University facilities will be determined by the availability of those facilities as established by the Athletics Department and University policy.

COACH may operate camps/clinics at the University as either a University sponsored camp/clinic for the primary benefit of COACH's sport program or a private camp/clinic where COACH utilizes a legal structure. To execute a University sponsored camp/clinic, the following shall apply:

6.1.1 All revenues from Athletic Department camps/clinics will be deposited into COACH's program Foundation account. After all expenses are met, COACH may use the profits to supplement the head coach's pay (up to 20%), pay assistant coaches (30%) and/or supplement their sports program (remaining balance).

6.1.2 Athletics Department camps/clinics will not be assessed a facility fee or a per camper administration fee.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will be required to take leave while conducting Athletic Department camps/clinics.

6.1.4 Personal injury insurance will be paid from COACH's program Foundation account as a camp expense and approved by the University for camp/clinic participants.

6.1.5 Complete records will be maintained by Athletic Department personnel regarding income and expenditures and available for verification by University auditors.

6.1.6 All camp/clinic personnel will have to undergo a background check to be paid from COACH's program Foundation account as a camp/clinic expense.

6.2 If camps/clinics are operated as a private event, it is specifically agreed that in the operation of such camps/clinics, COACH acts for themselves in their private capacity and not as an agent or employee of the University. COACH shall create a legal structure (limited liability corporation, S-Corporation, etc.) and provide a copy of those documents to the Vice President, Athletics and Recreation or designee annually by March 1 for summer camps/clinics or 90 days prior for academic year camps/clinics. The University and the COACH shall enter an agreement that constitutes a license to use the property and facilities subject to the conditions hereafter stated.

6.2.1 The coordination of facility set-up will be the sole responsibility of COACH. Set-ups may incur a fee paid to the Athletic Department per the facility rental agreement.

6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps/clinics.

6.1.2 Camps/clinics will be subject to the #NOLAsTEAM facility rental fee rate and assessed a \$5 per camper administration fee by the Athletics Department.

6.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

6.2.4 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

6.2.5 Annual leave must be requested to cover the dates of the camp/clinic operation for all coaches involved.

6.2.6 Complete records will be maintained regarding income and expenditures associated with said camp/clinic and available for verification by University auditors.

6.2.7 The COACH agrees to protect, indemnify and hold harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp/clinic activities.

6.2.8 The COACH is an independent contractor during said camp/clinic activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

6.2.9 The University's name will not be in the name of the camp/clinic, except to describe the location of said camp/clinic. Restricted camp/clinic names are as follows:

- #NOLAsteam
- New Orleans Privateers
- UNO Privateers

6.2.10 All camp/clinic personnel will have to undergo a background check at the expense of the COACH.

6.3 The Vice President, Athletics and Recreation or his/her designee will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps/clinics.

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Vice President, Athletics and Recreation. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

10.0 Coaching Staff

10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Vice President, Athletics and Recreation and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Compliance with NCAA, Conference and University Rules

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

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

12.0 Title IX Sexual Misconduct Policy Reporting and Compliance

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

13.0 Morality

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

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

14.0 Termination

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

14.2 COACH may be terminated by the Vice President, Athletics and Recreation at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

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

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

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term and any performance incentives earned as of the date of termination.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$5,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a declaration of financial exigency.

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

15.0 Fundraising

All fundraising activities by COACH must be pre-approved by the Vice President, Athletics and Recreation, or his/her designee, to ensure that such activities are in compliance with University policies. Vice President, Athletics and Recreation may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

16.0 Severability

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

17.0 Force Majeure

No party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



VICE PRESIDENT, ATHLETICS & RECREATION, UNIVERSITY OF
NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

PRESIDENT - ULS