

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

ATHLETIC COMMITTEE

April 21, 2022

Item G.1. **Northwestern State University's** request for approval of a contract with Mr. Corey Gipson, Head Men's Basketball Coach, effective March 24, 2022.

EXECUTIVE SUMMARY

Under the proposed two-year agreement, effective through March 23, 2026, Coach's salary for each year remains at \$141,279, payable in 26 equal installments. The agreement includes an option for an automatic rollover of an additional year through March 23, 2027, subject to approval of the University of Louisiana System Board of Supervisors. The agreement also stipulates that the Demons Unlimited Foundation shall pay a premium benefit in the amount of \$38,721 annually to be paid in 12 monthly installments. The NSU Foundation will also pay increased related benefits associated with any supplements. The NSU Foundation may pay Coach additional salary supplements as follows:

- Coach will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, a living stipend of \$500 per month will be provided.
- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- Coach will receive \$2,500 should he be named Southland Conference Coach of the Year or Louisiana Coach of the Year.
- Coach will receive \$5,000 for Southland Conference Regular Season Championship.
- Coach will receive \$5,000 for Southland Conference Tournament Championship/ NCAA Tournament Appearance.
- Coach will receive \$5,000 for each NCAA Tournament win.
- Coach will receive \$15,000 should his team advance to the NCAA Final Four.
- Coach will receive \$25,000 should his team win the NCAA National Championship.
- Coach will receive \$1,000 for each NIT win.
- Coach will receive \$10,000 should his team win the NIT Championship.

- Coach is also eligible to receive a \$1,000 incentive stipend for an annual APR of 965+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The Coach must have worked at NSU for one full academic year (July 1-June 30) to be initially eligible to receive this bonus and must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the combined total of the base salary and Demons Unlimited Foundation "living stipend" that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration).

In the event Coach terminates the contract without cause, Coach would be liable to the University for liquidated damages in the following manner:

- If after March 24, 2022 but before March 24, 2023 – \$180,000
- If after March 23, 2023 but before March 24, 2024 – \$140,000
- If after March 23, 2024 but before March 24, 2025 – \$100,000

The University and the Demons Unlimited Foundation have a joint agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of an extension of a contract with Mr. Corey Gipson, Head Men's Basketball Coach, effective March 24, 2022.



G.1.

NORTHWESTERN STATE

Office of the President

March 31, 2022

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

Re: Appointment of Mr. Corey Gipson as Head Men's Basketball Coach

Dear Dr. Henderson:

Northwestern State University is submitting the following item to be placed on the agenda for approval at the April 2022 Board meeting:

*Appointment of Mr. Corey Gipson as Head Men's Basketball Coach for
Northwestern State University at an annual salary of \$180,000 for the period
of April 4, 2022 – April 3, 2026 as outlined in the attached contract.*

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884

NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT for COREY GIPSON

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT made and entered into as of this 4th day of April 2022, by and between Northwestern State University (hereinafter "University") represented by Dr. Marcus Jones, President, the Demons Unlimited Foundation (hereinafter "Foundation") represented by Mike Newton, President and Corey Gipson, Head Men's Basketball Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

2. TERM

The employment under the terms of this contract shall be for the period April 4, 2022 to April 3, 2026 with the option for a one-year rollover to the contract, subject to approval of the University of Louisiana System Board of Supervisors. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

3. UNIVERSITY SALARY

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

First Year of Contract

One Hundred and Forty-One Thousand Two Hundred and Seventy-Nine (\$141,279) Dollars payable in 26 equal installments.

Second Year of Contract

One Hundred and Forty-One Thousand Two Hundred and Seventy-Nine (\$141,279) Dollars payable in 26 equal installments.

Third Year of Contract

One Hundred and Forty-One Thousand Two Hundred and Seventy-Nine (\$141,279) Dollars payable in 26 equal installments.

Fourth Year of Contract

One Hundred and Forty-One Thousand Two Hundred and Seventy-Nine (\$141,279) Dollars payable in 26 equal installments.

- 3.1. In addition to the above salary, the Demons Unlimited Foundation shall pay to University a premium benefit in the amount of Thirty-Eight Thousand Seven Hundred and Twenty-One (\$38,721) Dollars annually to be paid in equal monthly installments of Three Thousand Two Hundred and Twenty-Six and 75/100 (\$3,226.75) Dollars for the period from April 4, 2022 to April 3, 2026, as an earned salary supplement, addition to the base salary from University. The funds shall be transferred from the Foundation to the University and paid to Coach Gipson through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with any supplement.
- 3.2. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.3. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. EMPLOYEE BENEFITS

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

5. CAMPS AND CLINICS

- 5.1 Coach Gipson may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into Coach Gipson's university camp budget. After all expenses are met, Coach Gipson may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university basketball operating budget, or a combination of the three, at his discretion.

- b. Camps operated through the university camp budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of Coach Gipson's job description related to promoting the University and the athletic department; thus, Coach Gipson will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Gipson's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

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

- c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Gipson will also have the opportunity to engage in services as an independent contractor in promotional services and fundraising for the Demons Unlimited Foundation. Coach accepts his role with the Foundation as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the University or Foundation. The Foundation will compensate coach separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments shall not be considered wages or earned income from the Foundation or University for the purpose of computation of retirement or other benefits. No withholdings will be made from these payments and coach shall be responsible for all applicable taxes. The Foundation will issue appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to NSU. The potential supplements/incentives are as follows:

- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, a living stipend of \$500 per month will be provided.
- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- COACH will receive \$2,500 should he be named Southland Conference Coach of the Year or Louisiana Coach of the Year.
- COACH will receive \$5,000 for Southland Conference Regular Season Championship.
- COACH will receive \$5,000 for Southland Conference Tournament Championship/NCAA Tournament Appearance.
- COACH will receive \$5,000 for each NCAA Tournament win.
- COACH will receive \$15,000 should his team advance to the NCAA Final Four.
- COACH will receive \$25,000 should his team win the NCAA National Championship.
- COACH will receive \$1,000 for each NIT win.
- COACH will receive \$10,000 should his team win the NIT Championship.
- COACH is also eligible to receive a \$1,000 incentive stipend for an annual APR of 965+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The coach must have worked at NSU for one full academic year (July 1-June 30) to be initially eligible to receive this bonus and must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of

each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

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

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

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

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

9. TERMINATION

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

- If after April 4, 2022 but before April 4, 2023 – One Hundred and Eighty Thousand (\$180,000) Dollars
- If after April 3, 2023 but before April 4, 2024 – One Hundred and Forty Thousand (\$140,000) Dollars
- If after April 3, 2024 but before April 4, 2025 – One Hundred Thousand (\$100,000) Dollars

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

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

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

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

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

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

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

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

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

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

10. ASSOCIATE/ASSISTANT COACHES

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

11. UNIVERSITY FUNDRAISING

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

12. AMENDMENT EXTENSION

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

13. SEVERABILITY

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

14. FORCE MAJEURE

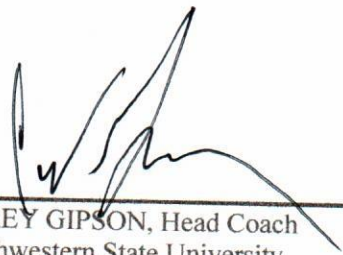
Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

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

WITNESSES:


Elizabeth L. Doss

BY


COREY GIPSON, Head Coach
Northwestern State University


Elizabeth L. Doss

BY


KEVIN BOSTIAN, Director of Athletics
Northwestern State University

Elizabeth L. Doss

BY


MIKE NEWTON, President
Demons Unlimited Foundation

Sam W. Wiggins

BY


DR. MARCUS JONES, President
Northwestern State University

BY

DR. JAMES B. HENDERSON, President & CEO
University of Louisiana System

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

ATHLETIC COMMITTEE

April 21, 2022

Item G.2. **Northwestern State University's** request for approval of contractual amendments with Ms. Anna Nimz, Head Women's Basketball Coach, effective March 25, 2022.

EXECUTIVE SUMMARY

The University and Coach entered into a contract of employment effective June 25, 2020, for Coach to be employed as the University's Head Coach for the Women's Basketball Program. The parties hereby agree to the contractual amendments as follows:

1. Section 2.0 (Term) is amended to extend the contract term through April 30, 2025, unless sooner terminated or further extended under the terms and conditions of the original contract.
2. Section 9.0 (Termination) is amended to add language related to Title IX and Sexual Misconduct Policy Reporting and Compliance at the end of the subsection entitled Termination for Cause.

All other terms and conditions of the original contract shall remain in full force and effect.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of contractual amendments with Ms. Anna Nimz, Head Women's Basketball Coach, effective March 25, 2022.



G.2.

NORTHWESTERN STATE

Office of the President

March 31, 2022

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

Re: First Amendment to Women's Basketball Coach Contract

Dear Dr. Henderson:

Northwestern State University is submitting the attached First Amendment to the Contract of Employment for the Women's Basketball Coach to be placed on the agenda for approval at the April 2022 Board Meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884

**FIRST AMENDMENT TO
CONTRACT OF EMPLOYMENT
WOMEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT ("Amendment 1") is made effective the 25th day of March, 2022 ("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 NORTHWESTERN STATE UNIVERSITY ("University"), represented herein by DR. MARCUS JONES, the duly authorized University President ("President"); and ANNA NIMZ ("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 1 shall have the same meaning as in the Contract.

WITNESSETH

WHEREAS, University and Coach entered into a Contract of Employment effective June 25, 2020 for Coach to be employed as University's Head Coach for the Women's Basketball Program under the terms and conditions set forth therein (the "Original Contract");

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

WHEREAS, the parties wish to make this Amendment 1 effective as of the Effective Date.

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

1. Section 2.0 (Term) is amended to extend the contract term through April 30, 2025, unless sooner terminated or further extended under the terms and conditions of the Original Contract.
2. Section 9.0 (Termination) is amended to add the following language at the end of the Subsection entitled Termination for Cause:

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

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

- (1) Title IX of the Education Amendments of 1972;
 - (2) the University's Sexual Misconduct Policy; or
 - (3) the University of Louisiana System's Sexual Misconduct Policy.
3. All other terms and conditions of the Original Contract shall remain in full force and effect.

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

WITNESSES:

Elizabeth L Doss

BY

ANNA NIMZ, Head Coach
Northwestern State University

Elizabeth L Doss

BY

KEVIN BOSTIAN, Director of Athletics
Northwestern State University

Elizabeth L Doss

BY

MIKE NEWTON, President
Demons Unlimited Foundation

Hanna O Wiggins

BY

DR. MARCUS JONES, President
Northwestern State University

BY

DR. JAMES B. HENDERSON, President & CEO
University of Louisiana System

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

ATHLETIC COMMITTEE

April 21, 2022

Item G.3. **Southeastern Louisiana University's** request for approval of a contract with Mr. William Narro, Head Golf Coach, effective July 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2023, Coach's annual salary is \$47,940. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available), and if not available, Coach shall receive a monthly vehicle allowance of \$500. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250--Conference Coach of the Year
- \$150--Conference Co-Coach of the Year
- \$10,000--NCAA National Championship
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$100--Individuals who qualify for NCAA Championship-Beyond Team Competition
- \$250--Team average APR above 980
- \$100--Individuals who qualify for NCAA Championship-Beyond Team Competition

In the event the University terminates the contract without cause, Coach shall be entitled to \$15,000 from the LAA. In the event Coach terminates the contract without cause to become another Division 1 head coaching position, Coach would be liable to the University for \$15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position. The University and the Lion Athletics Association each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. William Narro, Head Golf Coach, effective July 1, 2022.

**CONTRACT OF EMPLOYMENT
HEAD GOLF COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of April, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and William Jake Narro (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 Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD GOLF COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to GOLF 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/or Athletics Director ("DIRECTOR").

1.2 COACH shall be responsible, and shall report, directly to 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 the UNIVERSITY's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY's athletics program as the DIRECTOR may assign.

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

1.5 COACH shall schedule an appropriate number of guarantee GOLF competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual GOLF schedule.

1.6 COACH shall inform the DIRECTOR of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.7 COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component of his/her annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the DIRECTOR.

2.0 Term

2.1 The term of this agreement is for a fixed period, 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 the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$47,940 for the term of this agreement on a bi-weekly basis.

3.2 The COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 13.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year

- C. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- D. \$2,000- for each round advanced NCAA Tournament
- E. \$10,000 for winning the NCAA National Championship
- F. \$250.00- NCAA All American Athlete with GPA over 3.0
- G. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- H. \$250.00 Team average APR above 980
- I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and Team with approval of the DIRECTOR. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

- (a) Assign his/her rights to collect and earn all sponsorship revenue generated by and on behalf any television and/or radio broadcast(s) to the LAA;
- (b) Designate the LAA, or its designee, as the sole solicitor of corporate sponsorships of any television and/or radio broadcasts on behalf of the COACH;
- (c) Comply with requests by the LAA, or its designee for generating corporate sponsorship(s), or the Athletic Director to meet and/or visit existing or potential corporate sponsors in an effort to maintain or increase sponsorship revenue.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself/herself in his/her 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.

- (a) The COACH, or the LAA agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.
- (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- (c) Complete records will be maintained regarding income and expenditures associated with said television and radio show and available for verification by University auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.
- (e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (f) The COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor 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.

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
- (b) 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.
- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (d) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - 2) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
- (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (g) 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.
- (h) 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.

- (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

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.

7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.
 - (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.3 For each GOLF season, COACH shall be entitled to a total of ten (10) tickets per home GOLF competition and two (2) tickets to all other regular season home athletics competitions.

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/her University employment and the UNIVERSITY shall have

no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of GOLF camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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 UNIVERSITY, COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. 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 UNIVERSITY (see Bylaw 11.2.2).

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University policies, the University of Louisiana System policies, or the laws of the State of Louisiana.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 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, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

10.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

10.3 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.

10.4 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

11.1 COACH shall promptly report to the University's 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.

11.2 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:

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

12.0 Coaching Staff

12.1 COACH shall have the authority to select unclassified GOLF personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

12.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH's staff activities.

13.0 Termination

13.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the UNIVERSITY terminates the Contract without cause, the COACH shall be entitled to \$15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association.

13.2 In the event that COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the COACH will be liable to pay the University \$15,000. COACH will be responsible for the base salary if he/she leaves for a conference school head coaching position. If COACH terminates this contract for any other reason than becoming employed as a Division I Head GOLF coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

13.3 COACH may be terminated by the DIRECTOR for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence

- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The team's multi-year APR falling below the NCAA minimum at any time during this contract.
- (j) Any determined violation of Title IX of the Education Amendments of 1972.

13.4 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.

13.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

13.6 This contract may be terminated at any time should the UNIVERSITY discontinue the GOLF program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

13.7 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

13.8 Any violation of this contract is grounds for dismissal with cause.

14.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year. Failing to meet fundraising goals each fiscal year set by the DIRECTOR may be cause for termination of this contract with cause.

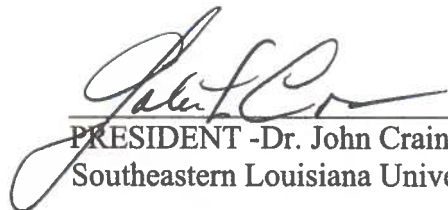
15.0 Force Majeure

Neither 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.

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.

 4/4/22

PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 3/25/22

Jay Artigues Date
DIRECTOR OF ATHLETICS

 3/25/22

William Jake Narro Date
HEAD GOLF COACH

 4/4/22

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD GOLF COACH

AGREEMENT
HEAD GOLF COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Jason Hayes the University HEAD GOLF COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head GOLF coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 13.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

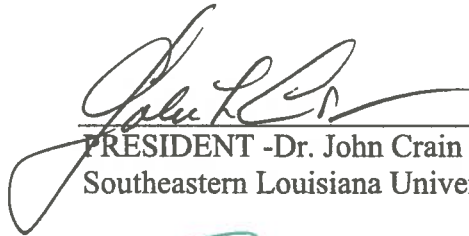
2.

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head GOLF Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head GOLF Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.

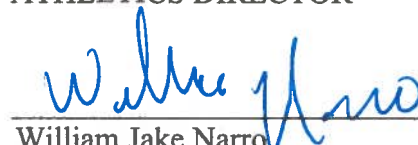
Entered into this _____ day of _____, 20__.

 4/4/22

PRESIDENT -Dr. John Crain
Southeastern Louisiana University
Date

 3/25/21

Jay Artigues
ATHLETICS DIRECTOR
Date

 3/25/22

William Jake Narro
HEAD GOLF COACH
Date

 4/4/22

PRESIDENT
LION ATHLETICS ASSOCIATION
Date

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

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

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

ATHLETIC COMMITTEE

April 21, 2022

Item G.4. **Southeastern Louisiana University's** request for approval of a contract with Mr. Benjamin Gipson, Associate Men's Baseball Coach, effective July 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2023, Coach's base annual salary is \$30,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$28,000 from the Lion Athletics Association for fundraising efforts. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available).

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period.

The University and the Lion Athletics Association each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Benjamin Gipson, Associate Men's Baseball Coach, effective July 1, 2022.

**CONTRACT OF EMPLOYMENT
ASSOCIATE BASEBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of April, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Benjamin Andrew Gipson (hereinafter referred to as "ASSOCIATE COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSOCIATE BASEBALL COACH and ASSOCIATE COACH does hereby accept employment and agrees to perform all of the services pertaining to BASEBALL which are required of ASSOCIATE COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 ASSOCIATE COACH shall be responsible, and shall report, directly to the HEAD BASEBALL COACH or the HEAD BASEBALL COACH's designee on all administrative and technical matters. ASSOCIATE COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 ASSOCIATE 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.

1.4 ASSOCIATE COACH shall inform the HEAD BASEBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.5 ASSOCIATE COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSOCIATE COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD BASEBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2022 and terminating without further notice to ASSOCIATE 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 the UNIVERSITY and an acceptance by ASSOCIATE COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSOCIATE COACH a claim to tenure in employment, nor shall ASSOCIATE COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of \$30,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSOCIATE COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSOCIATE COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The ASSOCIATE COACH will be paid an additional annual amount of \$28,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.

3.4 The ASSOCIATE COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 8.

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSOCIATE COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSOCIATE COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSOCIATE COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership,

the ASSOCIATE COACH, or from some other arrangement agreed to by the Athletic Director.

- (c) The ASSOCIATE COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. LA-V.(2a). The ASSOCIATE COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSOCIATE COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

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

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSOCIATE COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSOCIATE COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. 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 UNIVERSITY (see Bylaw 11.2.2).

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSOCIATE COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSOCIATE COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSOCIATE COACH's staff (NCAA Bylaw 11.1.1). If ASSOCIATE COACH is found in violation of NCAA regulations, the ASSOCIATE COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSOCIATE COACH may be suspended for a period of time, without pay, or the employment of ASSOCIATE COACH may be terminated if ASSOCIATE COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSOCIATE COACH acknowledge and agree that (1) ASSOCIATE 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 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.

6.3 ASSOCIATE 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.

6.4 ASSOCIATE COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

7.1 ASSOCIATE COACH shall promptly report to the University's 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 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 ASSOCIATE COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or

- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD BASEBALL COACH may recommend termination of ASSOCIATE COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSOCIATE COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSOCIATE COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSOCIATE COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSOCIATE COACH is terminated.
- (b) The remaining portion of money owed to ASSOCIATE COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSOCIATE COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSOCIATE COACH as outlined in Section 3.3.

8.2 ASSOCIATE COACH may be terminated by the HEAD BASEBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.

- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

8.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSOCIATE 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.

8.4 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

8.5 This contract may be terminated at any time should the UNIVERSITY discontinue the BASEBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, ASSOCIATE COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

8.6 ASSOCIATE COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSOCIATE COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

8.7 Any violation of this contract is grounds for dismissal with cause.

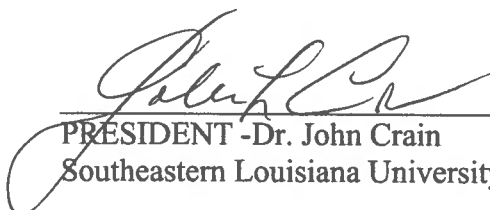
9.0 Force Majeure

Neither party shall be considered in default of 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.

10.0 Severability

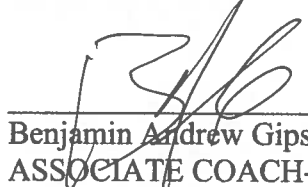
If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

 4/4/22

PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 3/25/22

Jay Artigues Date
DIRECTOR OF ATHLETICS

 3/28/22

Benjamin Andrew Gipson Date
ASSOCIATE COACH- MEN'S BASEBALL

 4/4/22

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSOCIATE BASEBALL COACH

AGREEMENT
ASSOCIATE BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Benjamin Andrew Gipson the University ASSOCIATE BASEBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSOCIATE BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSOCIATE COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSOCIATE COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSOCIATE BASEBALL Coach in the amount as per paragraph 3.0 of the ASSOCIATE COACH's Contract of Employment with Southeastern Louisiana University.

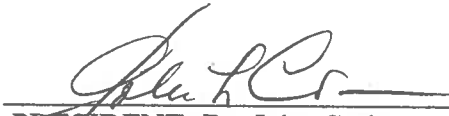
3.0

The Lion Athletics Association and ASSOCIATE BASEBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSOCIATE COACH's contract, and all agree to be bound by the terms of each agreement.





Entered into this _____ day of _____, 20____.



PRESIDENT -Dr. John Crain Date 4/4/22
Southeastern Louisiana University



Jay Artigues Date 3/25/21
ATHLETICS DIRECTOR



Benjamin Andrew Gipson Date 3/18/22
ASSOCIATE COACH- MEN'S BASEBALL



PRESIDENT Date 4/4/22
LION ATHLETICS ASSOCIATION

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

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

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

ATHLETIC COMMITTEE

April 21, 2022

Item G.5. **Southeastern Louisiana University's** request for approval of a contract with Mr. Kenneth Lee, Associate Women's Basketball Coach, effective July 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement effective through June 30, 2023, Coach's base annual salary is \$49,531. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$11,177 from the Lion Athletics Association for fundraising efforts. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available).

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period.

The University and the Lion Athletics Association each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Kenneth Lee, Associate Women's Basketball, effective July 1, 2022.

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of April, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Kenneth Lee, Jr. (hereinafter referred to as "ASSOCIATE COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSOCIATE WOMEN'S BASKETBALL COACH and ASSOCIATE COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S BASKETBALL which are required of ASSOCIATE COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 ASSOCIATE COACH shall be responsible, and shall report, directly to the HEAD WOMEN'S BASKETBALL COACH or the HEAD WOMEN'S BASKETBALL COACH's designee on all administrative and technical matters. ASSOCIATE COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 ASSOCIATE 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.

1.4 ASSOCIATE COACH shall inform the HEAD WOMEN'S BASKETBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.5 ASSOCIATE COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSOCIATE COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD WOMEN'S BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2022 and terminating without further notice to ASSOCIATE 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 the UNIVERSITY and an acceptance by ASSOCIATE COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSOCIATE COACH a claim to tenure in employment, nor shall ASSOCIATE COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of ASSOCIATE COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSOCIATE COACH a base annual salary of 49,531 for the term of this agreement on a bi-weekly basis.

3.2 The ASSOCIATE COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSOCIATE COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The ASSOCIATE COACH will be paid an additional annual amount of \$11,177 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.

3.4 The ASSOCIATE COACH may also be eligible for additional supplemental pay as recommended by the HEAD WOMEN'S BASKETBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 8.

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSOCIATE COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSOCIATE COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSOCIATE COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSOCIATE COACH, or from some other arrangement agreed to by the Athletic Director.

- (c) The ASSOCIATE COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSOCIATE COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each WOMEN'S BASKETBALL season, ASSOCIATE COACH shall be entitled to a total of four (4) tickets per home WOMEN'S BASKETBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

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

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSOCIATE COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSOCIATE COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. 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 UNIVERSITY

(see Bylaw 11.2.2).

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSOCIATE COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSOCIATE COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSOCIATE COACH's staff (NCAA Bylaw 11.1.1). If ASSOCIATE COACH is found in violation of NCAA regulations, the ASSOCIATE COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSOCIATE COACH may be suspended for a period of time, without pay, or the employment of ASSOCIATE COACH may be terminated if ASSOCIATE COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSOCIATE COACH acknowledge and agree that (1) ASSOCIATE 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 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.

6.3 ASSOCIATE 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.

6.4 ASSOCIATE COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

7.1 ASSOCIATE COACH shall promptly report to the University's 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 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 ASSOCIATE COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD WOMEN'S BASKETBALL COACH may recommend termination of ASSOCIATE COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSOCIATE COACH shall be

entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSOCIATE COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSOCIATE COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSOCIATE COACH is terminated.
- (b) The remaining portion of money owed to ASSOCIATE COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSOCIATE COACH is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSOCIATE COACH as outlined in Section 3.3.

8.2 ASSOCIATE COACH may be terminated by the HEAD WOMEN'S BASKETBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

8.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSOCIATE 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.

8.4 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

8.5 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN'S BASKETBALL program. Such a termination can be based on considerations of

budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, ASSOCIATE COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

8.6 ASSOCIATE COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSOCIATE COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

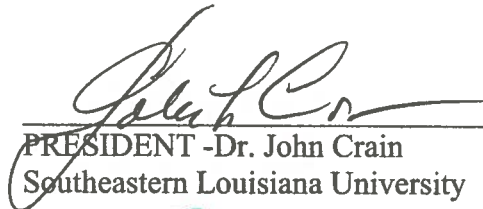
8.7 Any violation of this contract is grounds for dismissal with cause.

9.0 Force Majeure

Neither party shall be considered in default of 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.

10.0 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.

 4/4/22
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 3/25/21
Jay Artigues Date
DIRECTOR OF ATHLETICS

 3/25/2022
Kenneth Lee, Jr. Date
ASSOCIATE COACH- WOMEN'S BASKETBALL

 4/4/22
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSOCIATE WOMEN'S BASKETBALL COACH

AGREEMENT
ASSOCIATE WOMEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Kenneth Lee, Jr. the University ASSISTANT WOMEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSOCIATE SPORT coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSOCIATE COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSOCIATE COACH by the University for the current contract year.

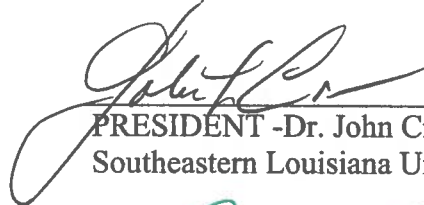
2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSOCIATE SPORT Coach in the amount as per paragraph 3.0 of the ASSOCIATE COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSOCIATE SPORT Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSOCIATE COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. John Crain
Southeastern Louisiana University

4/4/22
Date


Jay Artigues
ATHLETICS DIRECTOR

3/25/22
Date


Kenneth Lee, Jr.
ASSOCIATE COACH- SPORT

3/25/2022
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

4/4/22
Date

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

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

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

ATHLETIC COMMITTEE

April 21, 2022

Item G.6. **Southeastern Louisiana University's** request for approval of a contract with Mr. Antonio Baker, Assistant Football Coach, effective March 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$39,462. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

The LAA will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows: The potential earned salary supplements are:

- \$1,000 – Conference Championship
- \$1,000 – Each round of FCS Playoffs

In the event the University terminates the contract without cause, the University shall pay Coach the remaining base salary and the remaining amount of money owed from the LAA to the end of the fiscal year in which Coach is terminated. The remaining portion of money owed to Coach for the period after the fiscal year in which the Coach is terminated shall be paid by the LAA. The LAA shall also pay the remaining money owed to Coach for any earned salary supplements.

In the event that Coach terminates the contract to take another coaching job between the dates of July 31, 2022 and October 31, 2022, Coach will be liable to pay the University \$10,000 upon resignation.

The University and the Lion Athletics Association each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Antonio Baker, Assistant Football Coach, effective March 1, 2022.

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Antonio Baker (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 ASSISTANT 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.

1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of March, 2022 and terminating without further notice to ASSISTANT COACH on the 28th day of February, 2023 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$39,462 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The ASSISTANT COACH will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment

and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of FOOTBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

6.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. 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 UNIVERSITY (see Bylaw 11.2.2).

7.0 Compliance with NCAA, Conference and University Rules

7.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of

ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT 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 found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

7.3 ASSISTANT 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.

7.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 ASSISTANT COACH shall promptly report to the University's 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 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 ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

9.0 Termination

9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the

ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw

11.1.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

(i) Any determined violation of Title IX of the Education Amendments of 1972.

9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2022 and October 31, 2022, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

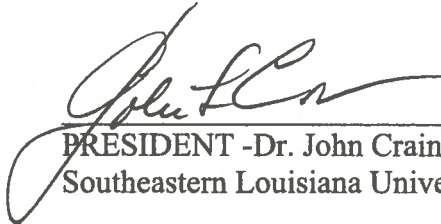
9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

Neither party shall be considered in default of 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.

11.0 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.

 4/4/22
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 3/25/22
Jay Artigues Date
DIRECTOR OF ATHLETICS

 3-25-2022
Antonio Baker Date
ASSISTANT COACH- FOOTBALL

 4/4/22
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Antonio Baker, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT FOOTBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

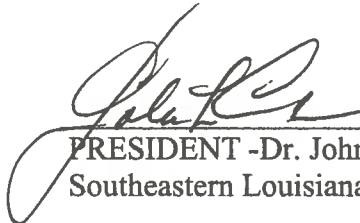
2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT FOOTBALL Coach in the amount as per the Compensation Section 3.3 and 3.4 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT FOOTBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.

 4/4/22

PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 3/25/22

Jay Artigues Date
ATHLETICS DIRECTOR

 3-25-2022

Antonio Baker Date
ASSISTANT COACH- FOOTBALL

 4/4/22

PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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

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

ATHLETIC COMMITTEE

April 21, 2022

Item G.7. **Southeastern Louisiana University's** request for approval of a contract with Mr. Andrew Hopp, Assistant Football Coach, effective March 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$63,940. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

The LAA will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows: The potential earned salary supplements are:

- \$1,000 – Conference Championship
- \$1,000 – Each round of FCS Playoffs

In the event the University terminates the contract without cause, the University shall pay Coach the remaining base salary and the remaining amount of money owed from the LAA to the end of the fiscal year in which Coach is terminated. The remaining portion of money owed to Coach for the period after the fiscal year in which the Coach is terminated shall be paid by the LAA. The LAA shall also pay the remaining money owed to Coach for any earned salary supplements.

In the event that Coach terminates the contract to take another coaching job between the dates of July 31, 2022 and October 31, 2022, Coach will be liable to pay the University \$10,000 upon resignation.

The University and the Lion Athletics Association each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Andrew Hopp, Assistant Football Coach, effective March 1, 2022.

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Andrew Hopp (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT FOOTBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 ASSISTANT 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.

1.4 ASSISTANT COACH shall inform the HEAD FOOTBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD FOOTBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of March, 2022 and terminating without further notice to ASSISTANT COACH on the 28th day of February, 2023 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$63,940 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The ASSISTANT COACH will be paid an additional annual amount of \$5,000 on a bi-weekly basis from the Lion Athletic Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

3.4 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD FOOTBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

4.0 Incentive Compensation

During the time of employment as ASSISTANT COACH, ASSISTANT COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$1,000.00 – Conference Championship
- B. \$1,000.00 – Each round of FCS Playoffs

5.0 Employee Benefits

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

5.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

5.3 For each FOOTBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

6.0 Outside Income-Subject to Compliance with Board Rules

6.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment

and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of FOOTBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

6.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. 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 UNIVERSITY (see Bylaw 11.2.2).

7.0 Compliance with NCAA, Conference and University Rules

7.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of

ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree that (1) ASSISTANT 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 found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

7.3 ASSISTANT 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.

7.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

8.1 ASSISTANT COACH shall promptly report to the University's 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 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 ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

9.0 Termination

9.1 The HEAD FOOTBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1, Section 3.2 and Section 3.3 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the

ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH as outlined in Section 3.3.

9.2 ASSISTANT COACH may be terminated by the HEAD FOOTBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

(i) Any determined violation of Title IX of the Education Amendments of 1972.

9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT 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.

9.4 In the event that ASSISTANT COACH terminates the contract to take another coaching job between the dates of July 31, 2022 and October 31, 2022, the ASSISTANT COACH will be liable to pay the University \$10,000 upon resignation.

9.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

9.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

9.7 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

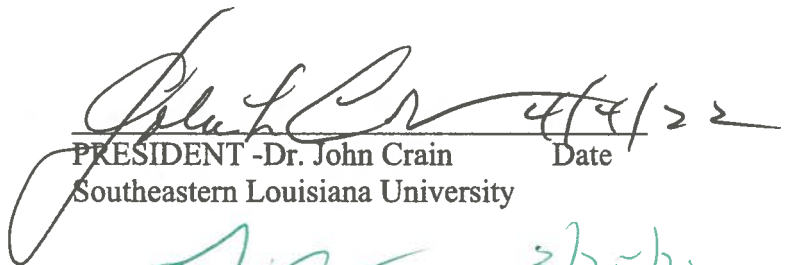
9.8 Any violation of this contract is grounds for dismissal with cause.

10.0 Force Majeure

Neither party shall be considered in default of 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.

11.0 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.


PRESIDENT -Dr. John Crain Date 4/4/22
Southeastern Louisiana University


Jay Artigues Date 3/25/22
DIRECTOR OF ATHLETICS


Andrew Hopp Date 3-25-22
ASSISTANT COACH- FOOTBALL


PRESIDENT Date 4/4/22
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Andrew Hopp, the University ASSISTANT FOOTBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT FOOTBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 9.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

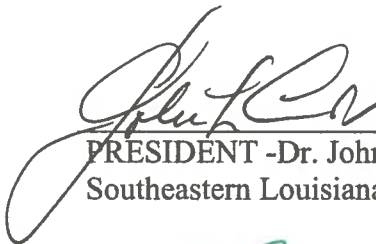
2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT FOOTBALL Coach in the amount as per the Compensation Section 3.3 and 3.4 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT FOOTBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.

 4/4/22
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 3/25/22
Jay Artigues Date
ATHLETICS DIRECTOR

 3-25-22
Andrew Hopp Date
ASSISTANT COACH- FOOTBALL

 4/4/22
PRESIDENT Date
LION ATHLETICS ASSOCIATION

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

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