

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

ATHLETIC COMMITTEE

June 23, 2022

Item G.6. **Southeastern Louisiana University's** request for approval of a contract with Ms. Ayla Guzzardo, Head Women's Basketball Coach, effective July 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2025, Coach's annual salary is \$117,010. 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
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$250--Team average APR above 980
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the Contract without cause, the Coach shall be entitled to the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA. In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the amount of \$50,000 if during first contract year; \$40,000 if during second contract year; and \$30,000 if after conclusion of the second contract year.

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 does hereby approve Southeastern Louisiana University's request for approval of a contract with Ms. Ayla Guzzardo, Head Women's Basketball Coach, effective July 1, 2022.*

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

G.6.

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of May, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Ayla Guzzardo (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 WOMEN'S BASKETBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S BASKETBALL which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/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 WOMEN'S BASKETBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR

1 Coach Initial: AG Admin Initial: [Signature]

will have the responsibility for approving the annual WOMEN'S BASKETBALL 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 on 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, commencing on the **1st day of July, 2022** and terminating without further notice to COACH on the **30th day of June, 2025** 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 \$117,010 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 965
- 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 OFFICIAL TITLE 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 \$500.00 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 WOMEN'S BASKETBALL season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN'S BASKETBALL game 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 WOMEN'S BASKETBALL camps and/or MEN'S BASKETBALL 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 WOMEN'S BASKETBALL 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 that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in section 2.1. If the University chooses to terminate the Contract 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 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 coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).

13.2 In the event that COACH terminates the contract to take another head coach position, the COACH will owe the University the following:

- Termination during first contract year: \$50,000.
- Termination during second contract year: \$40,000.
- Termination after the conclusion of the second contract year: \$30,000.

Payment shall be due one hundred twenty (120) days following notice of termination.

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 the 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 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, 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. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

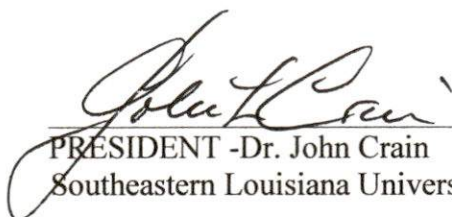
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible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

15.0 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.

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.

 6/6/22
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 6/7/22
Jay Artigues Date
DIRECTOR OF ATHLETICS

 6/7/22
Ayla Guzzardo Date
HEAD WOMEN'S BASKETBALL COACH

 6/6/22
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

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
HEAD WOMEN'S BASKETBALL COACH

AGREEMENT
HEAD WOMEN'S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Ayla Guzzardo the University HEAD WOMEN'S BASKETBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN'S BASKETBALL 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.

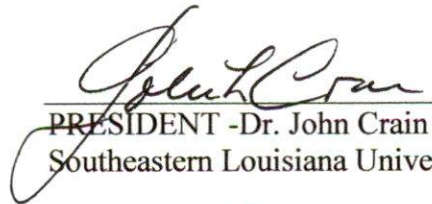
2.

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


3.

The Lion Athletics Association and Head WOMEN'S BASKETBALL 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__.

 6/6/22
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 6/7/22
Jay Artigues Date
ATHLETICS DIRECTOR

 6/7/22
Ayla Guzzardo Date
HEAD WOMEN'S BASKETBALL COACH

 6/6/22
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

15 Coach Initial: AG Admin Initial: 

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

ATHLETIC COMMITTEE

June 23, 2022

Item G.7. **Southeastern Louisiana University's** request for approval of a contract with Mr. David Kiefer, Head Men's Basketball Coach, effective July 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2025, Coach's annual salary is \$138,495. 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). The Lion Athletics Association (LAA) will pay Coach \$10,000 for Radio and/or Television appearances. Finally, the LAA will pay Coach 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
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
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- \$250--Team average APR above 985
- \$100--Individuals who qualify for NCAA Championship--Beyond team competition

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. Coach may be terminated for cause if the team's multiyear APR falls below the NCAA minimum at any time during contract period.

In the event the University terminates the Contract without cause, the 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 will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA.

In the event Coach terminates the Contract without cause to take another head coach position, Coach would be liable to the University for liquidated damages in the amount of \$50,000 if during first contract year; \$40,000 if during second contract year; and \$30,000 if during third contract year.

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. David Kiefer, Head Men's Basketball Coach, effective July 1, 2022.*

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

G.7.

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of May, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and David Kiefer (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 MEN'S BASKETBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S BASKETBALL which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/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 MEN'S BASKETBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The

1 Coach Initial: DK Admin Initial: [Signature]

DIRECTOR will have the responsibility for approving the annual MEN'S BASKETBALL 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 on 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, commencing on the 1st day of July, 2022 and terminating without further notice to COACH on the 30th day of June, 2025 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 \$138,495 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 COACH will also be paid an additional \$ 10,000 from the Lion Athletics Association, as outlined in section 5.0, for Radio and/or Television Show.

3.4 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 965
- 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 MEN'S BASKETBALL Team. 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 \$500.00 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 MEN'S BASKETBALL season, COACH shall be entitled to a total of ten (10) tickets per home MEN'S BASKETBALL game 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 MEN'S BASKETBALL camps and/or MEN'S BASKETBALL 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 polices, 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 MEN'S BASKETBALL 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 that the UNIVERSITY terminates COACH, without cause, the 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 Contract 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 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 coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining portion of money owed to COACH as outlined in Section 3.3.

13.2 In the event that COACH terminates the contract to take another head coach position, the COACH will owe the University the following:

- Termination during first contract year: \$50,000.
- Termination during second contract year: \$40,000.
- Termination after the conclusion of the second contract year: \$30,000.

Payment shall be due one hundred twenty (120) days following notice of termination.

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 the 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 MEN'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, 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. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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.

15.0 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.

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.




PRESIDENT -Dr. John Crain Date 6/6/22
Southeastern Louisiana University



Jay Artigues Date 6/7/22
DIRECTOR OF ATHLETICS



David Kiefer Date 6/7/22
HEAD MEN'S BASKETBALL COACH



PRESIDENT Date 6/6/22
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

PARISH OF TANGIPAHOA

Southeastern Louisiana University AND

Lion Athletics Association AND

HEAD MEN'S BASKETBALL COACH

AGREEMENT
HEAD MEN'S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and David Kiefer the University HEAD MEN'S BASKETBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head MEN'S BASKETBALL 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.

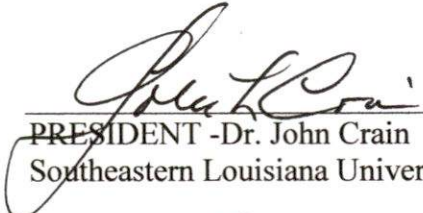
2.

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head MEN'S BASKETBALL 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 MEN'S BASKETBALL 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__.



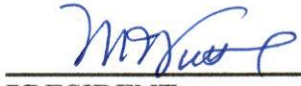
PRESIDENT -Dr. John Crain Date 6/6/22
Southeastern Louisiana University



Jay Artigues Date 6/7/22
ATHLETICS DIRECTOR



David Kiefer Date 6/7/22
HEAD MEN'S BASKETBALL COACH



PRESIDENT Date 6/7/22
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

June 23, 2022

Item G.8. **Southeastern Louisiana University's** request for approval of a contract with Mr. Nathan Gillespie, Head Women's Soccer Coach, effective March 18, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 31, 2025, Coach's base annual salary is \$57,871. 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 \$2,129 from the Lion Athletics Association for fundraising efforts and speaking engagements. 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
- \$2,000--For NCAA Post Season or Conference Season Championship
- \$2,000--For each round advanced NCAA Tournament
- \$10,000--Winning NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$250--Team average APR above 985
- \$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 the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be funded solely by the LAA. The LAA will also pay the remaining portion of money owed to Coach for fundraising and speaking engagements.

In the event Coach terminates the Contract without cause to become another head coach, Coach would be liable to the University for liquidated damages in the amount of \$30,000 if termination during first contract year; \$20,000 if during second contract year; and 10,000 if after conclusion of second contract year.

The University and the LAA 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. Nathan Gillespie, Head Women's Soccer Coach, effective March 18, 2022.*

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 18th day of March, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Nathan Gillespie (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 WOMEN'S SOCCER COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN'S SOCCER 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 WOMEN'S SOCCER 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 WOMEN'S SOCCER 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 on 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, commencing on the 18th day of March, 2022 and terminating without further notice to COACH on the 31st day of December, 2025 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 \$ 57,871 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 COACH will also be paid an additional \$ 2,129 from the General Fund within the Lion Athletics Association ("LAA") for the COACH'S LAA fund raising and speaking engagements as

assigned by the Athletic Director.

3.4 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

WOMEN'S SOCCER Team. 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 \$500.00 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 WOMEN'S SOCCER season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN'S SOCCER 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 WOMEN'S SOCCER camps and/or WOMEN'S SOCCER 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 polices, 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 WOMEN'S SOCCER 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 that the UNIVERSITY terminates COACH, without cause, the 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 Contract 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 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 coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining portion of money owed to COACH as outlined in Section 3.3.

13.2 In the event that COACH terminates the contract to take another head coach position, the COACH will owe the University the following:

- Termination during first contract year: \$30,000.
- Termination during second contract year: \$20,000.
- Termination after the conclusion of the second contract year: \$10,000.

Payment shall be due one hundred twenty (120) days following notice of termination.

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 the 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 WOMEN'S SOCCER 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. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

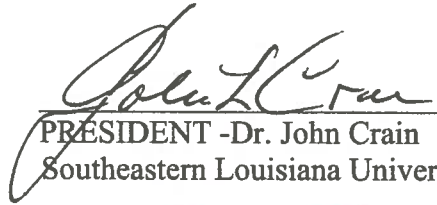
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible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

15.0 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.

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.



PRESIDENT -Dr. John Crain 6/2/22
Southeastern Louisiana University Date



Jay Artigues 5/31/22
DIRECTOR OF ATHLETICS Date



Nathan Gillespie 6/1/22
HEAD WOMEN'S SOCCER COACH Date



PRESIDENT 6/1/22
LION ATHLETICS ASSOCIATION Date

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

PARISH OF TANGIPAHOA

Southeastern Louisiana University AND

Lion Athletics Association AND

HEAD WOMEN'S SOCCER COACH

AGREEMENT
HEAD WOMEN'S SOCCER COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Nathan Gillespie the University HEAD WOMEN'S SOCCER COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN'S SOCCER 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.

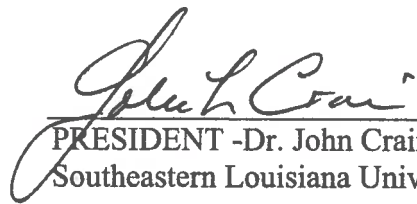
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN'S SOCCER Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head WOMEN'S SOCCER 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____.

14 Coach Initial: NG Admin Initial: 


PRESIDENT -Dr. John Crain
Southeastern Louisiana University

6/2/22
Date


Jay Artigues
ATHLETICS DIRECTOR

5/31/22
Date


Nathan Gillespie
HEAD WOMEN'S SOCCER COACH

6/1/22
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

6/1/22
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

June 23, 2022

Item G.9. **Southeastern Louisiana University's** request for approval of a contract with Mr. Dustin Landry, Assistant Football Coach, effective May 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$46,824. 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 will also pay the remaining portion of money owed to Coach for fundraising and speaking engagements.

In the event that Coach terminates the contract to take another coaching job between the dates of July 31 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. Dustin Landry, Assistant Football Coach, effective May 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 May, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Dustin Landry (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 May, 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 \$ 46,824 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.

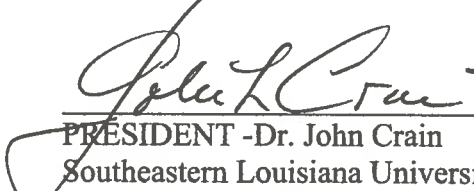
9.8 Any violation of this contract is grounds for dismissal with cause.

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

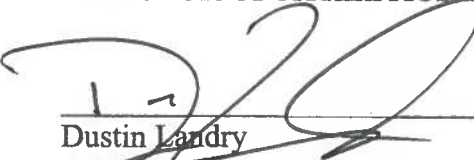
If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.



PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University 6/2/22



Jay Artigues Date
DIRECTOR OF ATHLETICS 5/31/22



Dustin Landry Date
ASSISTANT COACH- FOOTBALL 5/31/22



PRESIDENT Date
LION ATHLETICS ASSOCIATION 6/1/22

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
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT FOOTBALL COACH

AGREEMENT
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Dustin Landry, 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.

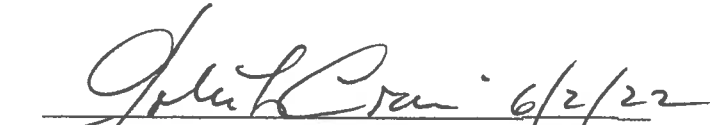
2.0

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.

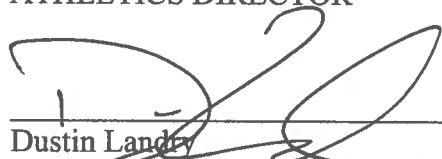
Entered into this _____ day of _____, 20__.



PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University



Jay Artigues Date
ATHLETICS DIRECTOR



Dustin Landry Date
ASSISTANT COACH- FOOTBALL



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

June 23, 2022

Item G.10. Southeastern Louisiana University's request for approval of a contract with Mr. William D'Ottavio, Assistant Football Coach/Defensive Coordinator, effective May 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$76,408. 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 will also pay the remaining portion of money owed to Coach for fundraising and speaking engagements.

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. William D'Ottavio, Assistant Football Coach/Defensive Coordinator, effective May 1, 2022.*

**CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH-DEFENSIVE COORDINATOR**

G.10.

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of May, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and William D'Ottavio (hereinafter referred to as "ASSISTANT COACH-DEFENSIVE COORDINATOR"). 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-DEFENSIVE COORDINATOR and ASSISTANT COACH-DEFENSIVE COORDINATOR does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which are required of ASSISTANT COACH-DEFENSIVE COORDINATOR, 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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 May, 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-DEFENSIVE COORDINATOR, 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-DEFENSIVE COORDINATOR a claim to tenure in employment, nor shall ASSISTANT COACH-DEFENSIVE COORDINATOR’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-DEFENSIVE COORDINATOR’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH-DEFENSIVE COORDINATOR a base annual salary of \$76,408 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH-DEFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT

COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR, ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR shall be responsible for all ASSISTANT COACH-DEFENSIVE COORDINATOR applicable taxes. The University has no obligation to furnish a vehicle to. 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-DEFENSIVE COORDINATOR, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR further agrees to abide by all rules and regulations as outlined in PPM 49.

5.3 For each FOOTBALL season, ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH-DEFENSIVE COORDINATOR's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH-DEFENSIVE COORDINATOR is found in violation of NCAA regulations, the ASSISTANT COACH-DEFENSIVE COORDINATOR shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH-DEFENSIVE COORDINATOR may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH-DEFENSIVE COORDINATOR may be terminated if ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR acknowledge and agree that (1) ASSISTANT COACH-

DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH-DEFENSIVE COORDINATOR as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH-DEFENSIVE COORDINATOR is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining of money owed to ASSISTANT COACH-DEFENSIVE COORDINATOR as outlined in Section 3.3.

9.2 ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR terminates the contract to take another coaching job between the dates of July 31, 2022 and October 31, 2022, the ASSISTANT COACH-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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-DEFENSIVE COORDINATOR 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

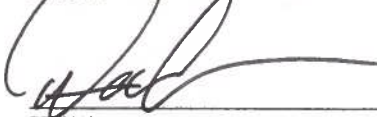
If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.



PRESIDENT -Dr. John Crain 6/2/22
Southeastern Louisiana University Date



Jay Artigues 5/31/22
DIRECTOR OF ATHLETICS Date



William D'Ottavio 5-31-22
ASSISTANT COACH-DEFENSIVE COORDINATOR Date



PRESIDENT 6/1/22
LION ATHLETICS ASSOCIATION Date

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

SECRETARY - BOARD OF SUPERVISORS

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT COACH-DEFENSIVE
COORDINATOR

AGREEMENT
ASSISTANT COACH-DEFENSIVE COORDINATOR

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and William D'Ottavio, the University ASSISTANT COACH-DEFENSIVE COORDINATOR.

1.0

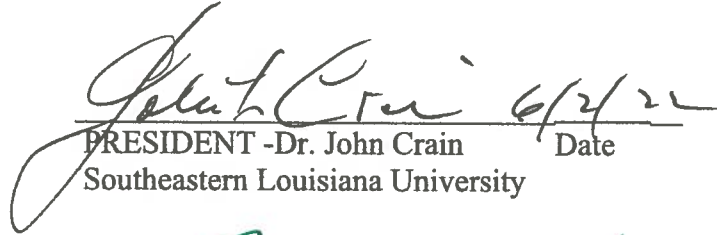
The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT COACH-DEFENSIVE COORDINATOR. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH-DEFENSIVE COORDINATOR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

2.0

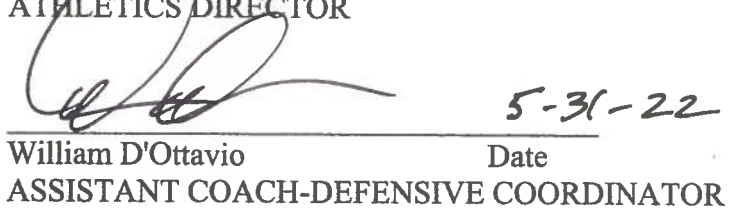
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT COACH-DEFENSIVE COORDINATOR in the amount as per the Compensation Section 3.3 and 3.4 of the ASSISTANT COACH-DEFENSIVE COORDINATOR's Contract of Employment with Southeastern Louisiana University.

The Lion Athletics Association and ASSISTANT COACH-DEFENSIVE COORDINATOR hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH-DEFENSIVE COORDINATOR'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
Southeastern Louisiana University


Jay Artigues Date
ATHLETICS DIRECTOR


William D'Ottavio Date
ASSISTANT COACH-DEFENSIVE COORDINATOR


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

June 23, 2022

- Item G.11.** University of Louisiana at Lafayette's request for approval of the amendments to the contracts of Ms. Kristi Gray, Head Volleyball Coach; and Mr. Luc Godin, Head Men's Tennis Coach; effective June 1, 2022.

EXECUTIVE SUMMARY

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

- **Kristi Gray, Head Volleyball Coach**
 - Section 21 (Volleyball Assistants) has been added, allowing for Coach to select and retain, subject to the approval of the Vice President for Intercollegiate Athletics, the President, and the Board, two assistant volleyball coaches, and one chief of staff.

- **Luc Godin, Head Men's Tennis Coach**
 - Section 2(a) (Initial Term) has been amended in order to extend the Initial Term of Coach's Contract for one year, expiring on May 30, 2027.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the amendments to the contracts of Ms. Kristi Gray, Head Volleyball Coach; and Mr. Luc Godin, Head Men's Tennis Coach; effective June 1, 2022.*



June 2, 2022

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

Dear Dr. Henderson:

This is a request for approval of Mr. Kristi Gray's, Head Volleyball Coach, first amended contract agreement.

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

Sincerely,

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

E. Joseph Savoie
President

svc

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD VOLLEYBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of June, 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 **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **KRISTI GRAY** (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective May 1, 2021 for Coach to be employed as University’s Head Volleyball Coach under the terms and conditions set forth therein (the “Contract”);

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

WHEREAS, the parties wish to make such Amendment 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. Add the following Section 21:

21. Volleyball Assistants. University will allow Coach to select and retain, subject to the approval of VPIA, President, and the Board, the Assistant Volleyball Coaches and Chief of Staff (collectively, “Volleyball Assistants”) as follows:

- a. **Assistant Volleyball Coaches.** Coach may select and retain as many as two (2) full-time, paid Assistant Volleyball Coaches designated to perform coaching duties.
- b. **Chief of Staff.** Coach may select and retain one (1) full-time, paid Chief of Staff.

c. Coach, in consultation with VPIA and the Office of Human Resources, shall have the discretion to distribute the funding for these positions as deemed applicable and appropriate.

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

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

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

**Kristi Gray,
Head Volleyball Coach**

DocuSigned by:
Joe Savoie 5/19/2022
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DocuSigned by:
Kristi Gray 5/12/2022
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Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

Date

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

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

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

Université des Acadiens


June 2, 2022

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

Dear Dr. Henderson:

This is a request for approval of Mr. Luc Godin's, Head Men's Tennis Coach, first amended contract agreement.

Please place this item on the agenda for the June 2022 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

E. Joseph Savoie
President

SVC

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD MEN’S TENNIS COACH**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of June, 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 **UNIVERSITY OF LOUISIANA AT LAFAYETTE** (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **LUC GODIN** (“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 shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective August 23, 2021 for Coach to be employed as University’s Head Men’s Tennis Coach under the terms and conditions set forth therein (the “Contract”);

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

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

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

1. Delete Section 2(a) in its entirety and replaced with the following:
 - a. **Initial Term.** This Contract’s term shall be deemed to have commenced on the Effective Date, and shall continue in effect until May 30, 2027 (“Initial Term”).
2. All other terms and conditions of the Contract shall remain in full force and effect.

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

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

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

**Luc Godin,
Head Men's Tennis Coach**

DocuSigned by:
Joe Savoie 5/27/2022
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DocuSigned by:
Luc Godin 5/16/2022
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Dr. E. Joseph Savoie Date
President, University of Louisiana
at Lafayette

Date

This Amendment impacts the Ancillary Agreement effective October 8, 2021 between University of Louisiana at Lafayette, Luc Godin, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette
Foundation**

DocuSigned by:
Thomas L. Kreamer, Jr. 5/19/2022
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Thomas L. Kreamer, Jr., Chairman Date

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

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