

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

**ATHLETIC COMMITTEE**

**April 21, 2022**

**Item G.8.**     **Southeastern Louisiana University's** request for approval of a contract with Mr. Ross Jenkins, Assistant Football Coach, effective March 1, 2022.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$51,577. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

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

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

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

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

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

**CONTRACT OF EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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

**1.0 Employment**

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

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

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

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

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

## 2.0 Term

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

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

## 3.0 Compensation

3.1 In consideration of ASSISTANT COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$51,577 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 1<sup>st</sup>. 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

      3/25/22  
Jay Artigues      Date  
DIRECTOR OF ATHLETICS

      3-25-22  
Ross Jenkins      Date  
ASSISTANT COACH- FOOTBALL

      4/4/22  
PRESIDENT      Date  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT  
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Ross Jenkins, 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.

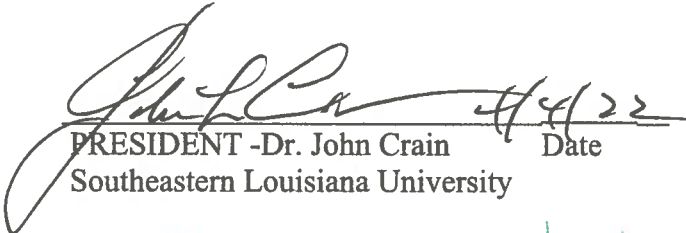
2.0

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

      3/25/22  
Jay Artigues      Date  
ATHLETICS DIRECTOR

      3-25-22  
Ross Jenkins      Date  
ASSISTANT COACH- FOOTBALL

      4/4/22  
PRESIDENT      Date  
LION ATHLETICS ASSOCIATION

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

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

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

**ATHLETIC COMMITTEE**

**April 21, 2022**

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

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$47,375. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

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

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

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

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

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

**CONTRACT OF EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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

**1.0 Employment**

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

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

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



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

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

## 2.0 Term

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

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

## 3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$47,375 for the term of this agreement on a bi-weekly basis.

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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.

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- (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.

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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.

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## **7.0 Compliance with NCAA, Conference and University Rules**

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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.

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- (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:

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- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the

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

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

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

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

- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

9.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

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

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

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



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

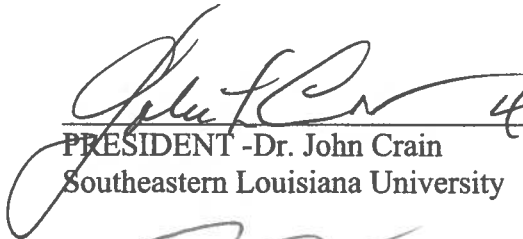
9.8 Any violation of this contract is grounds for dismissal with cause.

**10.0 Force Majeure**

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

**11.0 Severability**

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

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

  
\_\_\_\_\_  
Jay Artigues      Date 2/25/22  
DIRECTOR OF ATHLETICS

  
\_\_\_\_\_  
Delphine Lee      Date 2/28/22  
ASSISTANT COACH- FOOTBALL

  
\_\_\_\_\_  
PRESIDENT      Date 4/4/22  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA  
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 Delphfrine Lee, 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.

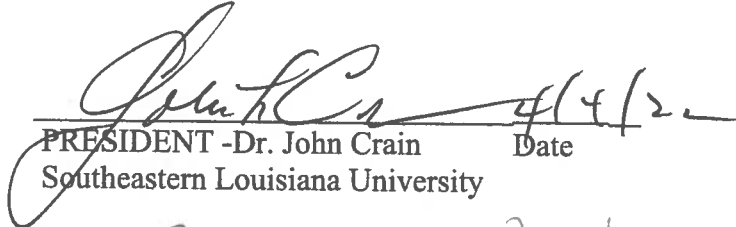
2.0

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.

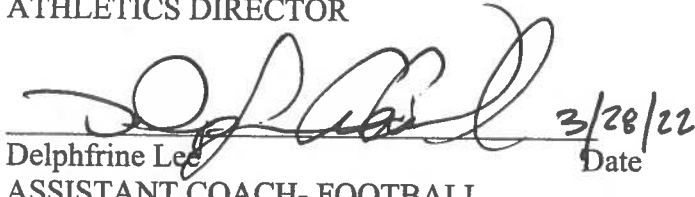
3.0


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

  
\_\_\_\_\_  
Delphrine Lee      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**

**April 21, 2022**

**Item G.10.** Southeastern Louisiana University's request for approval of a contract with Mr. Albert Poree, Assistant Football Coach, effective March 1, 2022.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$48,000. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

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

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

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

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

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

**CONTRACT OF EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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

**1.0 Employment**

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

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

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

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

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

## 2.0 Term

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

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

## 3.0 Compensation

3.1 In consideration of ASSISTANT COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$48,000 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 1<sup>st</sup>. 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.

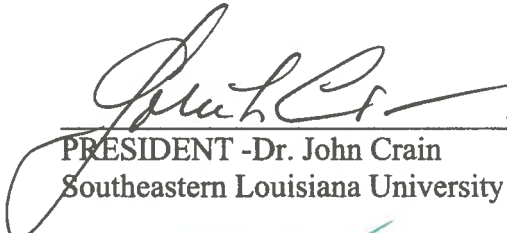
9.8 Any violation of this contract is grounds for dismissal with cause.

#### **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

  
\_\_\_\_\_  
Jay Artigues      Date  
DIRECTOR OF ATHLETICS

  
\_\_\_\_\_  
Albert Poree      Date  
ASSISTANT COACH- FOOTBALL

  
\_\_\_\_\_  
PRESIDENT      Date  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS



BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT  
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Albert Poree, 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.

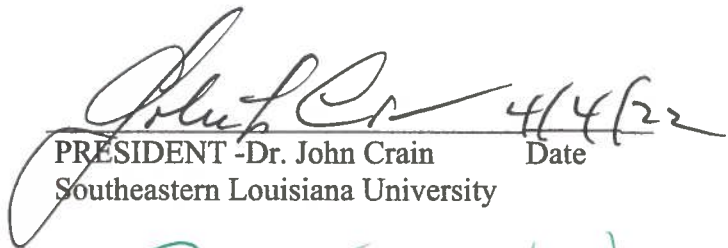
2.0

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

  
Albert Poree      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**

**April 21, 2022**

**Item G.11.** Southeastern Louisiana University's request for approval of a contract with Mr. Thomas Rinaldi, Assistant Football Coach, effective March 1, 2022.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$40,000. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

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

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

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

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

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

**CONTRACT OF EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of March, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Thomas Rinaldi (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 Coach Initial: TR Admin Initial: 

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

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

## 2.0 Term

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

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

## 3.0 Compensation

3.1 In consideration of ASSISTANT COACH ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$40,000 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 1<sup>st</sup>. 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      4/4/22  
Southeastern Louisiana University      Date

  
\_\_\_\_\_  
Jay Artigues      3/25/22  
DIRECTOR OF ATHLETICS      Date

  
\_\_\_\_\_  
Thomas Rinaldi      3-25-22  
ASSISTANT COACH- FOOTBALL      Date

  
\_\_\_\_\_  
PRESIDENT      4/4/22  
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

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT  
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Thomas Rinaldi, 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.

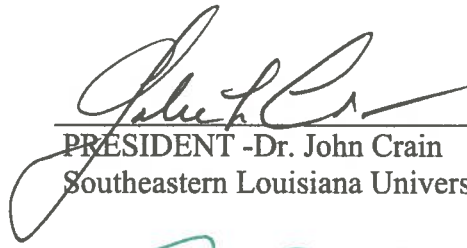
2.0

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

  
\_\_\_\_\_  
Thomas Rinaldi      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**

**April 21, 2022**

**Item G.12.** Southeastern Louisiana University's request for approval of a contract with Mr. Anthony Scelfo, Assistant Football Coach, effective March 1, 2022.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$55,000. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

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

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

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

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

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

**CONTRACT OF EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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

**1.0 Employment**

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

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

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

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

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

## 2.0 Term

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

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

## 3.0 Compensation

3.1 In consideration of ASSISTANT COACH ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$55,000 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 1<sup>st</sup>. 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.

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

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- (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.

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

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

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

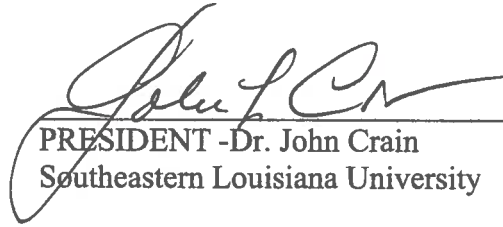
9.8 Any violation of this contract is grounds for dismissal with cause.

#### **10.0 Force Majeure**

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

#### **11.0 Severability**

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

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

  
Jay Artigues Date 3/25/22  
DIRECTOR OF ATHLETICS

  
Anthony Scelfo Date 3/25/22  
ASSISTANT COACH- FOOTBALL

  
PRESIDENT Date 4/4/22  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT FOOTBALL COACH

AGREEMENT  
ASSISTANT FOOTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Anthony Scelfo, 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.

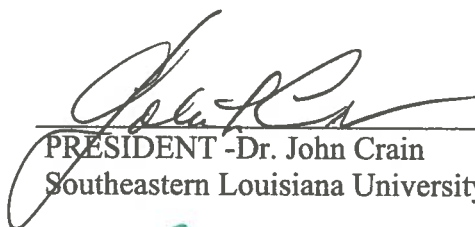
2.0

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

  
\_\_\_\_\_  
Anthony Scelfo      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**

**April 21, 2022**

**Item G.13.** Southeastern Louisiana University's request for approval of a contract with Mr. Greg Stevens, Assistant Football Coach/Offensive Coordinator, effective March 1, 2022.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through February 28, 2023, Coach's annual salary is \$92,140. Coach will be paid an additional annual amount of \$5,000 from the Lion Athletics Association Football Fund (LAA) for speaking engagements and assistance with fundraising.

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

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

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

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

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

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

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

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



1.3 ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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 March, 2022 and terminating without further notice to ASSISTANT COACH on the 28th day of February, 2023 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE COORDINATOR a claim to tenure in employment, nor shall ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE COORDINATOR 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH-OFFENSIVE COORDINATOR a base annual salary of \$92,140 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH-OFFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE COORDINATOR shall be responsible for all ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE COORDINATOR, or from some other arrangement agreed to by the Athletic Director.

- (c) The ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE COORDINATOR further agrees to abide by all rules and regulations as outlined in PPM 49.

5.3 For each FOOTBALL season, ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE COORDINATOR must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. 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-OFFENSIVE 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-OFFENSIVE COORDINATOR shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH-OFFENSIVE COORDINATOR's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH-OFFENSIVE COORDINATOR is found in violation of NCAA regulations, the ASSISTANT COACH-OFFENSIVE COORDINATOR shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). ASSISTANT COACH-OFFENSIVE COORDINATOR may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH-OFFENSIVE COORDINATOR may be terminated if ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE COORDINATOR acknowledge and agree that (1) ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE COORDINATOR to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE 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-OFFENSIVE COORDINATOR is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH-OFFENSIVE COORDINATOR as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH-OFFENSIVE 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-OFFENSIVE COORDINATOR as outlined in Section 3.3.

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

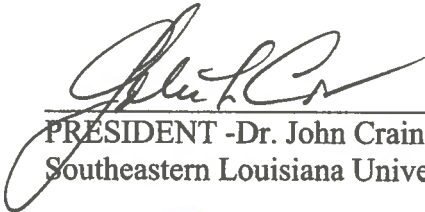
9.8 Any violation of this contract is grounds for dismissal with cause.

**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.

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

 3/25/22  
Jay Artigues      Date  
DIRECTOR OF ATHLETICS

 3/25/22  
Greg Stevens      Date  
ASSISTANT COACH-OFFENSIVE COORDINATOR

 4/4/22  
PRESIDENT      Date  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT COACH-OFFENSIVE  
COORDINATOR

AGREEMENT  
ASSISTANT COACH-OFFENSIVE COORDINATOR

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Greg Stevens the University ASSISTANT COACH-OFFENSIVE COORDINATOR.

1.0

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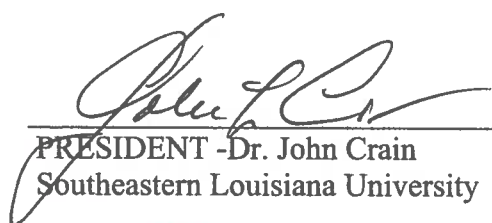
2.0

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

3.0

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

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

 3/25/22  
Jay Artigues Date  
ATHLETICS DIRECTOR

 3/25/22  
Greg Stevens Date  
ASSISTANT COACH-OFFENSIVE COORDINATOR

 4/4/22  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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